

# **McAlester City Council**

## **NOTICE OF MEETING**

# Regular Meeting Agenda

Tuesday, August 12, 2014 – 6:00 pm McAlester City Hall – Council Chambers 28 E. Washington

Steve Harrison	
Weldon Smith	Mayor
John Titsworth	Ward One
Travis Read, Vice Mayor	Ward Two
Travis Read, Vice Mayor	Ward Three
Robert Karr Buddy Garvin	Ward Four
Buddy Garvin	Ward Five
Jason Barnett	Ward Six
Peter J. Stasiak	<b>a.</b>
William J. Ervin	City Manager
Cora M. Middleton	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: <a href="https://www.cityofmcalester.com">www.cityofmcalester.com</a> 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

Linda Lowher, First Baptist Church

### 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 July 10, 2014 Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- B. Approval of the Minutes from the July 22, 2014 Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- C. Approval of Claims for July 16, 2014 through August 5, 2014. (Toni Ervin, Chief Financial Officer)
- D. Consider and act upon, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 138447-TW. (Cora Middleton, City Clerk)
- E. Consider and act upon, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 138563-TW. (Cora Middleton, City Clerk)
- F. Consider and act upon, authorization of payment to OPUBCO Communications Group, Invoice Number 0002630900140713, in the amount of \$97.75, for publication of Advertisement for Bids 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)
- G. Consider and act upon, authorization of payment to Lot Maintenance of Oklahoma, Inc., Invoice Number 033052, in the amount of \$6,300.00, to clean and video existing sewer lines in Second Street, related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- H. Consider and act upon, authorization of payment to Mehlburger Brawley, Invoice # MC-14-01-03, in the amount of \$33,975.00, for engineering services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- I. Consider and act upon, authorization of payment to Mehlburger Brawley, Invoice # MC-14-01-04, in the amount of \$15,800.00, for engineering services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (John C. Modzelewski, P.E., City Engineer and Public Works Director)

- J. Consider and act upon, the McAlester Main Street Annual Performance Report for July 2013 through June 2014. (*Lacey Sudderth, Executive Director*)
- K. Consider and act upon, authorizing the Mayor to sign an Agreement between the City of McAlester Public Works Authority and Xerox Government Systems to provide Application Hosting and Technology Support Services for the Fire Department. (Brett Brewer, Fire Chief)
- L. Consider and act upon, authorizing the Mayor to sign a Campus Police Agreement between the Board of Education for the McAlester School District and the City of McAlester. (Gary Wansick, Police Chief)
- M. Consider and act upon, authorizing the Mayor to sign the letter renewing the Tourism Office Rental Agreement for the FY 2015 between Tracy Parrott and The City of McAlester for a one-year period beginning July 1, 2014 through June 30, 2015. (Peter J. Stasiak, City Manager)
- N. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel, Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall. (James Stanford, IT Computer Support Specialists)
- O. Consider and act upon, authorizing the Mayor to sign Agreement between BizTel, Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line Non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester. (James Stanford, IT Computer Support Specialists)
- P. Consider and act upon, to expend funds in the amount of \$85.00 (registration fee) for Councilman Jason Barnett to attend the New Municipal Officials Institute on October 16, 2014, which is required for all new officers of a municipality as defined by paragraph 6 of 11 O.S. Section 1-102 and 11 O.S. Section 8-114 of the State Statutes. (Cora Middleton, City Clerk)
- Q. Consider and act upon, the Pride in McAlester Year-End Report for July 2013 through June 2014. (Regina Peoples, Executive Director)

#### ITEMS REMOVED FROM CONSENT AGENDA

#### P UBLIC HEARING

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

## **SCHEDULED BUSINESS**

1. McAlester Regional Health Center Presentation about its education campaign related to the upcoming election. Specifically, to address Propositions II and III to change the City Charter. (David Keith, CEO, MRHC)

Executive Summary Discussion only.

- 2. Conduct a Public Hearing on structures deemed by City Staff to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Leroy D. Alsup, Community and Economic Development Director)
  - a. Consider, and act upon, a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public. (George Estrada, Building Inspector and Leroy D. Alsup, Community and Economic Development Director)

#### **Executive Summary**

Upon the conclusion of the Public Hearing, Motion to approve a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

3. Review of select McAlester Property Maintenance Code Ordinances, followed by city council discussion and guidance to city staff on enforcement and potential amendment requests to existing Property Maintenance Code Ordinances. (Jayme Clifton, Code Enforcement and Leroy D. Alsup, Community and Economic Development Director)

#### **Executive Summary**

Guidance to city staff on enforcement and potential amendment requests to existing Property Maintenance Code Ordinances. No Formal action expected.

4. Discussion concerning the recent sale of Surplus Parcel of City owned property at the north east corner of the intersection at South Main Street and Cherokee Avenue (Parking Lot). (Cora Middleton, City Clerk)

#### **Executive Summary**

Discussion of Sale of Surplus Parcel of City owned property at the north east corner of the intersection at South Main Street and Cherokee Avenue (Parking Lot).

5. Consider, and act upon, a Supplemental Agreement with EST, Inc. to provide Construction Management Services during the construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. (John C. Modzelewski, P.E., City Engineer and Public Works Director)

#### Executive Summary

Motion to approve authorizing the Mayor to sign the Supplemental Agreement to the existing Professional Services Agreement with EST, Inc. to provide Construction Management Services during the construction of road and

infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. The total fee to perform these services is a lump sum amount of \$35,000.

#### **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 July 22, 2014, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending August 5, 2014. (Toni Ervin, Chief Financial Officer)

#### **ADJOURN MAA**

## CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 10, 2014, Special Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Approval of the Minutes from the July 22, 2014, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending August 5, 2014. (Toni Ervin, Chief Financial Officer)

- Confirm action taken on City Council Agenda Item D, Confirm action taken on City Council Agenda Item I, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 138447-TW. (Cora Middleton, City Clerk)
- Confirm action taken on City Council Agenda Item E, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 138563-TW. (Cora Middleton, City Clerk)
- Confirm action taken on City Council Agenda Item F, authorization of payment to OPUBCO Communications Group, Invoice Number 0002630900140713, in the amount of \$97.75, for publication of Advertisement for Bids 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 G, authorization of payment to Lot Maintenance of Oklahoma, Inc., Invoice Number 033052, in the amount of \$6,300.00, to clean and video existing sewer lines in Second Street, related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- Confirm action taken on City Council Agenda Item H, authorization of payment to Mehlburger Brawley, Invoice # MC-14-01-03, in the amount of \$33,975.00, for engineering services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- Confirm action taken on City Council Agenda Item I, authorization of payment to Mehlburger Brawley, Invoice # MC-14-01-04, in the amount of \$15,800.00, for engineering services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- Confirm action taken on City Council Agenda Item 5, a Supplemental Agreement with EST, Inc. to provide Construction Management Services during the construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. (John C. Modzelewski, P.E., City Engineer and Public Works Director)

#### ADJOURN MRTA

#### RECONVENE COUNCIL MEETING

#### **EXECUTIVE SESSION**

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

RECONVENE INTO OPEN SESSION
Take any action as a result from Executive Session.
• Consider and act upon to authorize the filing of an appeal in: City of McAlester v. Randy Green
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 July 10, 2014

The McAlester City Council met in Special session on Thursday, July 10, 2014 at 5:30 P.M. after proper notice and agenda was posted, July 9, 2014 at 4:49 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, Buddy Garvin, Jason Barnett &

Steve Harrison

Absent:

Robert Karr

Presiding:

Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, P.E, City Engineer/Public

Works Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to open a Public Hearing addressing an ordinance amending the fiscal year 2014-2015 Budget.

Councilman Karr arrived at 5:31 P.M.

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

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

NAY: None

Mayor Harrison declared the motion carried and the public hearing was opened at 6:31 P.M.

## Public Hearing

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

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

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

NAY: None

Mayor Harrison declared the motion carried and the public hearing was closed at 6:32 P.M.

## **Scheduled Business**

1. Consider, and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

**Executive Summary** 

To appropriate funds for the South Main Water Main Replacement Project.

## **ORDINANCE NO. 2510**

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2510.** 

Before the vote, Manager Stasiak explained that this amendment was to appropriate funds for the water main project that was to be considered in the next item. He informed the Council that the amendment was for \$460,000.00 and should include inspections for the project if awarded this evening.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Vice-Mayor Read moved to approve the EMERGENCY CLAUSE, seconded by Councilman Smith.

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

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and W. Brown Enterprises, Inc. for the construction of approximately 2,900

linear feet of new 12-inch PVC C900 water main and necessary appurtenances along the east side of South Main Street from T.H. Rogers to Oklahoma Avenue.

**Executive Summary** 

Award construction contract to W. Brown Enterprises, Inc. for water main on South Main.

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 W. Brown Enterprises, Inc. for the construction of approximately 2,900 linear feet of new 12-inch PVC C900 water main and necessary appurtenances along the east side of South Main Street from T.H. Rogers to Oklahoma Avenue.

Before the vote, Manager Stasiak informed the Council that representatives from Mehlburger Brawley were present to discuss the project as they had fast tracked their process in order to help the City address the situation.

Robert Vaughan, Project Manager for Mehlburger Brawley addressed the Council explaining that his firm had fast tracked the process after the Council had declared an emergency at the June 24<sup>th</sup> meeting. He informed them that he had contacted eight (8) contractors that he felt would be capable of accomplishing the project and of those five (5) indicated that they were too busy to take on another project at this time. The remaining three (3) attended the pre-bid meeting and two (2) submitted bids. He commented that there was an alternate bid that included boring the entire project which would have been significantly higher. Mr. Vaughan recommended the low bidder W. Brown Enterprises and stated that his firm had past experience with the company and they would send their most experienced crew.

There was discussion among the Council including Mr. Vaughan and Manager Stasiak concerning the project(s) that W. Brown Enterprises, Inc. had worked on, their performance on those projects, the pre-bid estimate of the project, the other bidder, the difference between the estimates and having some cushion in the amount appropriated.

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

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

NAY: None

Mayor Harrison declared the motion carried.

## Recess Council Meeting

Mayor Harrison asked for a motion to recess the Special Meeting to convene the McAlester Public Works Authority. A motion was made by Councilman Smith and seconded by Vice-Mayor Read to recess the Special Meeting to convene the McAlester Public Works Authority. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Special Meeting was recessed at 5:37 P.M.

## Reconvene Council Meeting

The Special Meeting was reconvened at 5:38 P.M.

## Adjournment

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

AYE: Councilman Garvin, Smith, Barnett, Ti NAY: None	itsworth, Read, Karr & Mayor Harrison
Mayor Harrison declared the motion carried a	nd the meeting was adjourned at 5:40 P.M.
ATTEST:	Steve Harrison, Mayor
Cora Middleton, City Clerk	

Council Chambers Municipal Building July 22, 2014

The McAlester City Council met in Regular session on Tuesday, July 22, 2014, at 6:00 P.M. after proper notice and agenda was posted, July 17, 2014, at 2:31 P.M.

#### Call to Order

Mayor Harrison called the meeting to order. He then asked for a moment of silence for former Councilman and Vice-Mayor Sam Mason who had recently passed away.

Glenn Meyer, Trinity Lutheran Church, gave the invocation and led the Pledge of Allegiance.

### Roll Call

Council Roll Call was as follows:

Present:

John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & Steve

Harrison

Absent:

Weldon Smith

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; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

## Citizen's Comments on Non-agenda Items

Janell Brooks addressed the Council asking that they reconsider her request for a rezone of her property. She stated that she had new information that she felt would impact their decision.

Johnnie Burrows addressed the Council concerning a "Notice of Violation" that he had received for the trailers that were parked in his yard. He commented that the City should be more concerned with the condition of the surrounding area than his work trailers.

Regina Peoples, Executive Director of Pride In McAlester, addressed the Council updating them on the recent activities of the group. She reported that the Flea Market had moved to its' new location on Choctaw and it was working out well. She informed them that they had helped out at William Gay Early Childhood Center with various painting projects, DEQ had approved the ABCA for the Okla Theatre and they were moving forward with the project. She commented that Culture Fest had been scheduled for Saturday, August 16th.

#### Consent Agenda

- A. Approval of the Minutes from the June 24, 2014, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- B. Approval of the Minutes from the July 8, 2014, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- C. Approval of Claims for July 1, 2014 through July 15, 2014. (Toni Ervin, Chief Financial Officer) In the following amounts: General Fund \$242,615.94; Nutrition \$2,742.46; Landfill Res./Sub-Title D \$7,978.00; Tourism Fund \$18,485.56SE Expo Center \$13,559.27; E-911 \$5,437.83; Economic Development \$8,840.34; Grants & Contributions \$4,491.67; Fleet Maintenance \$15,318.17; Worker's Compensation \$67,284.68 and CIP Fund \$110,262.36.
- D. Concur with Mayor's Appointment of Tony Winters, 101 S. Third Street, McAlester, 74501 to the Audit and Finance Advisory Committee for an unexpired term ending March 31, 2016. (Steve Harrison, Mayor)
- E. Consider and act upon, authorization of payment to McAlester News Capital & Democrat, Ad Number 05615109, in the amount of \$98.45, for publication of Advertisement for Bids 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)
- F. Consider, and act upon, authorization of payment to Austin Paving, LLC, Pay Estimate No. 4, in the amount of \$74,187.34, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. This action does not approve the submitted construction schedule that extends the project to September 24, 2014. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- G. TABLED FROM PREVIOUS MEETING: 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. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- H. Consider, and act upon, receipt of Amended Permit No. SL000061140226 for the construction of 998 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Belfair Senior Care Complex. (John C. Modzelewski, P.E., City Engineer and Public Works Director)

- I. Consider, and act upon, authorizing the Mayor to sign the Project/Center Sponsor Contract for the FY/2015 between Kiamichi Area Nutrition Project, Inc. and the City of McAlester. (Mel Priddy, Community Services Director)
- J. Consider, and act upon, authorizing the Mayor to sign the contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. (James Stanford, IT Computer Support Specialist)

Manager Stasiak asked that item "F" be removed for individual consideration.

A motion was made by Vice-Mayor Read and seconded by Councilman Karr to approve Consent Agenda items "A, B, C, D, E, G, H, I, and J". There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

## **Items Removed from Consent Agenda**

F. Consider, and act upon, authorization of payment to Austin Paving, LLC, Pay Estimate No. 4, in the amount of \$74,187.34, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. This action does not approve the submitted construction schedule that extends the project to September 24, 2014. (John C. Modzelewski, P.E., City Engineer and Public Works Director)

A motion was made by Councilman Karr and seconded by Vice-Mayor Read to authorize payment to Austin Paving, LLC, Pay Estimate No. 4, in the amount of \$74,187.34, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. This action does not approve the submitted construction schedule that extends the project to September 24, 2014.

Before the vote, Manager Stasiak explained that the payment should be directed to Bank of America Merrill Lynch on behalf of Austin Paving per the agreement.

Mayor Harrison asked if Councilman Karr and Vice-Mayor Read agreed to the change. Both agreed and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Vice-Mayor Read and seconded by Councilman Barnett to open a Public Hearing to address two (2) Ordinances. There was no discussion and the vote was taken as follows:

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

NAY: None

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

#### Public Hearing

- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; 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.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:13 P.M.

#### **Scheduled Business**

1. Accept or Reject, reinstituting an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2014-2015. (Gary Wansick, Police Chief)

**Executive Summary** 

Motion to reject the Inter-Agency Agreement to charge the City of Krebs \$18,782 for dispatch services for the fiscal year 2014/2015.

A motion was made by Vice-Mayor Read to accept an Inter-Agency agreement and charge the City of Krebs \$18,782.00 for dispatch services for the fiscal year 2014/2015. The motion was seconded by Mayor Harrison.

Before the vote, Chief Wansick addressed the Council regarding the Inter-Agency agreement with the City of Krebs. He gave a brief history of the E-911 services that the City of McAlester currently furnished. He commented that when this agreement had been brought before the Council in 2011, the Council had amended the agreement to charge the City of Krebs \$18,782.00

and then approved the amended agreement. He stated that the City of Krebs had evidently not acted upon the amended agreement. He informed the Council that he had contacted the Pittsburg County Sherriff to discuss how the County handled dispatching the various cities in the area.

Councilman Karr asked if Krebs contributed to the 911 fees.

Vice-Mayor Read commented on what he saw this particular agreement addressed and the services that the City of McAlester actually furnished to the City of Krebs.

Chief Wansick agreed with Vice-Mayor Read on the amount of services that the City of McAlester furnished to the City of Krebs. He commented that the services the City of Krebs furnished to the City of McAlester was more.

There was discussion concerning the operations of the police departments of Hartshorne, Savanna, Krebs and Kiowa, having agreements with all functions in writing, being very specific on what each party to the agreement was supposed to do and incorporating all services into an agreement.

Attorney Ervin stated that clarification of responsibilities and use of funds could be put into an agreement.

There was another brief discussion regarding the agreement, if another motion could be made and something in writing that clarified what functions each of the Cities did.

Councilman Titsworth asked for clarification of the motion and the vote was taken as follows:

AYE: Councilman Read

NAY: Councilman Karr, Garvin, Barnett, Titsworth & Mayor Harrison

Mayor Harrison declared the motion failed.

Councilman Titsworth moved to approve an Inter-Agency agreement with the City of Krebs with no charge. The motion was seconded by Councilman Barnett. There was no discussion, and the vote was taken as follows:

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

NAY: Councilman Read

Mayor Harrison declared the motion carried.

2. Discussion on water and sewer rates for the City of McAlester. (Peter J. Stasiak, City Manager)

Executive Summary

Discussion on preparing a Request for Qualifications to hire an Engineering firm with expertise in water and sewer rates analysis and infrastructure replacement and costs.

Manager Stasiak started the discussion by reminding the Council of the recent problems with the water line on South Main. He told them that the City had issues with the water plant, waste water plants, sewer lines and water lines. He commented that he was asking for authorization to go out for RFQ's, Request for Qualifications, to hire an engineering firm to do a water and sewer rate analysis for the City of McAlester. He stated that even with adjusting the water rates annually with the CPI

There was discussion among the Council including Manager Stasiak regarding the need to have comparisons with other communities, looking at McAlester's needs, looking at all variables that affect the City, ways to fund repairs and replacement of infrastructure, getting input from the employees that work in the areas, getting the comparison information from OML, placing a fee on the water bills, how long new lines would last and not doing things the way they were done in the past.

There was no action taken on this item.

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

**Executive Summary** 

Staff recommends motion to approve the amending ordinance.

## ORDINANCE NO. 2511

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 motion was made by Vice-Mayor Read and seconded by Councilman Karr to approve **ORDINANCE NO. 2511**, amending the residential and commercial solid waste removal rates.

Before the vote, CFO Ervin commented that these increases had been discussed during the previous meeting and reviewed the increases.

There was discussion among the Council and CFO Ervin concerning the increase to the residential customers, increasing the commercial rates to have the same profit margin as with the residential rates, the limited sources of income that is available to the City, how the City had absorbed the increases for the residential rates, and the increasing costs.

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

AYE: Councilman Read, Titsworth, Garvin & Barnett

NAY: Councilman Karr & Mayor Harrison

Mayor Harrison declared the motion carried.

4. Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, CFO*)

**Executive Summary** 

Motion to approve the budget amendment ordinance.

## ORDINANCE NO. 2512

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Vice-Mayor Read and seconded by Councilman Karr to approve ORDINANCE NO. 2512, amending fiscal year 2013-2014 budget to appropriate funds for additional electric and legal consultants' expenditures.

Before the vote, CFO Ervin distributed amended exhibits and addressed the Council reviewing the exhibits to the amendment and explaining that the increases to the electric costs were due to the decrease in credits, from Public Service Company, that the City had been receiving. She stated that she had budgeted more than was expected and should be okay. Ms. Ervin added that this would be looked at again at mid year.

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

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon a resolution to renew the Temporary Sales Tax Rebate Program for businesses in the McAlester Main Street Districts and the Choctaw Commercial Corridor. (Leroy Alsup, Director Community & Economic Development)

**Executive Summary** 

Motion to approve a resolution to renew the Temporary Sales Tax Rebate Program for businesses in the McAlester Main Street Districts and the Choctaw Commercial Corridor.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve RESOLUTION NO. 14-16, renewing the Temporary Sales Tax Rebate Program.

Before the vote, Director Alsup addressed the Council explaining that he had worked with his Executive Assistant, CFO Ervin and the Main Street Director to update, clarify and improve the Sales Tax Rebate Program process. He then reviewed the process, the four (4) participants and the program.

Mayor Harrison asked about the changes in the process and if the City's CFO would still verify the sales tax information.

There was further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider and act upon a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street. (Leroy Alsup, Director Community & Economic Development)

Executive Summary

Motion to approve a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street.

A motion was made by Vice-Mayor Read and seconded by Councilman Karr to approve RESOLUTION NO. 14-17, establishing Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street.

Before the vote, Director Alsup addressed the Council explaining the "Parklet" concept and reviewing the guidelines. He commented that this would be an inexpensive way to experiment with concept and how it affected the area before the City looked further into a Street Scape project.

There was discussion among the Council and Main Street Director Sudderth concerning the support from the Downtown and Old Town merchants, funding the projects, finally doing something downtown and having at least one (1) Parklet in place by Culture Fest.

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

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

NAY: None

Mayor Harrison declared the motion carried.

7. Consider and act upon, a resolution amending the City's Non-Uniform Pay Plan. (Toni Ervin, CFO)

**Executive Summary** 

Staff recommends motion to approve resolution amending the City's Non-Uniform Pay Plan.

Councilman Karr moved to approve RESOLUTION NO. 14-18, amending the City of McAlester's Non-Uniform Pay Plan. The motion was seconded by Councilman Garvin.

Before the vote, CFO Ervin addressed the Council explaining that the new Pay Plan would allow more flexibility for the supervisors when they were evaluating their employees. She stated that this would be based more on performance and not longevity. She added that this would not change any of the employees' current pay.

There was discussion among the Council including CFO Ervin and Manager Stasiak concerning the number of steps an employee could get at one (1) time, the training that the Supervisors had received in preparation for this change, the oversight that was in place, how this would allow good employees to be rewarded and allow all employees a chance to improve, how the City Charter affected this process, and how the process and budget were connected.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon, a Resolution authorizing the creation and the FY 2014-2015 funding of the Full Time position of Recycling Service Worker. (Peter J. Stasiak, City Manager)

**Executive Summary** 

Motion to approve a Resolution to authorize the creation and the funding of the Full Time Position of Recycling Service Worker.

Vice-Mayor Read moved to approve RESOLUTION NO. 14-19, authorizing the creation and funding of the full time position of Recycling Service Worker. The motion was seconded by Councilman Garvin.

Before the vote, Manager Stasiak explained that there had been several discussions on how to operate and maintain the Recycling Center better. He informed the Council that Kibois wanted to continue the program without the City funding the Job Coach, so the City could use those funds to hire a full time employee at the facility. He added that it was the intent to install cameras for surveillance and have the employee work Tuesday through Saturday. He stated that at this time the City was asking for an additional \$23,134.00 to help offset the funding of the employee and other activities at the Recycling Center.

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

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider, and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. (Sheila Norman, Purchasing Fixed Assets, Toni Ervin, CFO)

**Executive Summary** 

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

A motion was made by Councilman Garvin and seconded by Councilman Karr to declare certain vehicles and equipment surplus and authorize their disposal.

Before the vote, CFO Ervin addressed the Council explaining that the list included in the agenda had been provided by the Fleet Maintenance Supervisor and all items would be disposed of in accordance with Code.

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

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

NAY: None

Mayor Harrison declared the motion carried.

10. Consider, and act upon, authorizing the Mayor to sign Supplemental Agreement Number 1 to construction contract. "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions". (John Modzelewski, P.E., City Engineer and Director of Public Works)

**Executive Summary** 

The recommendation is to authorize the Mayor to sign Supplemental Agreement Number 1 to construction contract: "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions". This contract is for the construction of improvements for runway safety at the McAlester Regional Airport.

A motion was made by Vice-Mayor Read and seconded by Councilman Garvin to authorize the Mayor to sign Supplemental Agreement Number 1 to construction contract. "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions".

Before the vote, Engineer Modzelewski addressed the Council explaining that this would reduce the scope of the project by removing the infield grading and the east side work, and adding in a swale on the east side to alleviate the chance of standing water. He stated that this reduction had been done because of the limited funds that were available.

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

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

NAY: None

Mayor Harrison declared the motion carried.

11. Consider, and act, upon authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions". (John Modzelewski, P.E., City Engineer and Director of Public Works)

**Executive Summary** 

The recommendation is to authorize the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions" for an amount of \$1,359,165.40.

A motion was made by Vice-Mayor Read and seconded by Councilman Garvin to authorize the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions" for an amount of \$1,359,165.40.

Before the vote, Engineer Modzelewski addressed the Council explaining that eight (8) contractors had attended the mandatory pre-bid conference on April 8, 2014 and the City received and opened four (4) bids on April 16, 2014. He stated that the City's Consultant, LBR, Inc. had reviewed all bids and recommended that Bronze Oak, LLC be awarded the Contract.

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

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

NAY: None

Mayor Harrison declared the motion carried.

12. Consider, and act upon, an Amendment to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey. (John Modzelewski, P.E., City Engineer and Director of Public Works)

**Executive Summary** 

Motion to approve Amendment #7 to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey for a fee not to exceed \$139,685.

A motion was made by Vice-Mayor Read and seconded by Councilman Karr to approve Amendment #7 to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey for a fee not to exceed \$139,685.

Before the vote, Engineer Modzelewski addressed the Council explaining that this gets the City into the construction phase of the project and the City was recommending that LBR, Inc. continue the management and inspection services.

Mayor Harrison asked if the fee was based on a formula.

Tyler McDonald of LBR, Inc. explained that these were line item amounts on the original grant and were all paid at the 95% FAA share.

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

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

NAY: None

Mayor Harrison declared the motion carried.

13. Discussion and possible action on authorizing City staff to seek reimbursement from ad valorem tax rolls for worker compensation judgments. (Toni Ervin, CFO)

**Executive Summary** 

Staff recommends that the Council authorize city staff to seek reimbursement for worker's compensation judgments in excess of \$50,000.

Mayor Harrison suggested discussing the topic before a motion was made.

CFO Ervin addressed the Council explaining that the City's Worker's Compensation expenses were increasing and when the analysis, of the claims, was done it was one (1) or two (2) large claims. She added that there was a State Statute that may allow a City to seek reimbursement for worker's compensation judgments through ad valorem tax rolls.

There was discussion among the Council and Attorney Ervin regarding the Councils responsibilities, the State Statute that addressed this issue, how the process worked and how there were fewer people paying ad valorem tax that paying sales tax.

The item died for lack of motion.

#### **New Business**

There was no new business.

#### City Manager's Report

• Report on activities for the past two weeks.

Manager Stasiak reported that the 17<sup>th</sup> Street project had been extended to July 18, 2014 which was last Friday. He informed the Council that, he and the Attorney Ervin had worked with Mr. McDonald's attorney and that Mr. McDonald had executed Change Order #4-A, which the Council had approved, that gave him an additional ten (10) days. This now made the completion date July 28, 2018. Manager Stasiak requested a Special Meeting either next Monday or Tuesday to address this item and putting together a different approach.

He informed the Council that he would be traveling to Oklahoma City on Friday with Director Alsup and Kirk Ridenour to meet with Don Hackler and the Department of Commerce. He mentioned the email that he had received regarding a WSL Softball Tournament that had been held on July 12<sup>th</sup>. The letter commended the effort that had been made by each of the employees at the Softball complex in drying the fields out before the tournament began.

Lastly, Manager Stasiak announced that the Contractor on the Main Street project was mobilizing.

#### Remarks and Inquiries by City Council

Councilmen Titsworth asked about the progress on the water line at the lake.

Manager Stasiak stated that the City had received approval from the Choctaws and Chickasaws and hope that within the next two (2) weeks would have approval from the Bureau of Indian Affairs. Once that was received the City could start moving forward.

Vice-Mayor Read commented that Ms. Brooks had been to the Council at least twice asking that her item be placed on the agenda. He asked that someone from Community and Economic Development contact her and explain what she needed to do.

Manager Stasiak stated that after each of her previous requests someone had met with her and explained to her that she still didn't meet the requirements, but they would contact her again.

Vice-Mayor Read commented on the statement that had been made earlier by the citizen that lived on West Seneca regarding a water leak that had been going on for three (3) years. He stated that he wanted someone to look into that and to also have someone from Community and Economic Development meet with that citizen and explain what was needed to be done.

Councilman Karr thanked the Administration and CFO for the items on the agenda.

Councilman Garvin commented on a problem in Fifth Ward with a house on Krebs Street that was running a business out of the house. He stated that there were now cars parked in the street. He asked that "No Parking" signs be put on Krebs between 5<sup>th</sup> Street and 4<sup>th</sup> Street.

Councilman Barnett did not have any comments for the evening.

## Mayor's Comments and Committee Appointments

Mayor Harrison informed the Council that there was a vacancy on the Planning Commission and he asked if any of the Council had a good candidate to let him know.

Recess Council Meeting

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

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:41 P.M.

## Reconvene Council Meeting

The Regular Meeting was reconvened at 8:43 P.M.

#### Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:44 P.M.

ATTEST:	Steve Harrison, Mayor
Cora Middleton, City Clerk	

## **CLAIMS FROM**

July 16, 2014 Thru August 5, 2014

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VENDOR SET: 01

FUND

PACKET: 11854 CLAIMS FOR 08/12/2014 : 01 GENERAL FUND

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VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-B00089 BANK OF OKLAHOMA I-5081784 01 -5547308 CONTRACTED SE CEM CARE FUND ADMIN FEE 368.01 01-B00180 UNION IRON WORKS, INC. REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070272 175.81 01 ~5548203 I-S1806015,001 01-B00385 BOB LOFTIS FURNITURE OPERATING SUP NEW COUCH FOR FIRE 070276 578.95 I-15560 01 -5431202 01-B00490 BRIGGS PRINTING 01 -5321332 COMMUNITY SER T.E.A.M. BROCHURES 070277 475.00 I-62243 01-C00149 CANON FINANCIAL SERVICE I-13993296 01 -5215312 EQUIPMENT REN MONTHLY COPIER LEASE 070279 783.87 01-C00320 CENTERPOINT ENERGY ARKL 070248 23.24 1-201407306483 01 -5215314 GAS UTILITY GAS EXP-315 E KREBS I-201407306483 01 -5215314 GAS UTILITY GAS EXP-FIRE EMER RESP CTR 070248 95.86 01-C00443 CHRIS HEAROD CONTRACT LABO UMPIRE FEE-11 GAMES 275.00 I-201408016494 01 -5544308 070281 01-C00664 CONSTRUCTION INDUSTRIES DUES & SUBSCR LICENSES RENEWAL FEES 070282 140.00 I-000230 01 -5652330 01-C00857 CRYSTAL KING 64.00 I-201408016498 01 -5544308 CONTRACT LABO CONCESSION HELPER-8 HOURS 070284 01-D00052 DANIE L. TALBOT 01 -5544308 CONTRACT LABO UMPIRE FEE-9 GAMES 070285 225.00 I-201408016492 01-D00096 DARRELL HEAROD 070286 100.00 I~201408016495 01 -5544308 CONTRACT LABO UMPIRE FEE-4 GAMES 01-D00406 DIANE DUNHAM MASSEY CONSULTANTS/L ARBITRATION FEE-IAFF 070288 650.00 I-1070 01 -5210302 01-D00731 DUDE SOLUTIONS INC. DBA I-R-102472 01 -5225349 SOFTWARE MAIN SOFTWARE RENEWAL-2014 070291 1,922.00 01-D00768 DUPREE SPORTS EQUIPMENT I-054804 01 -5544203 REPAIRS & MAI SUPPLIES FOR SBC 070292 534.90 01-E00227 ENGRAVING & AWARDS OF N OPERATING SUP RETIREMENT PLAQUE 070294 227.00 T-321601 01 -5431202 01-E00259 ERGON ASPHALT & EMULSIO 01 -5865218 STREET REPAIR PUMPING CHG FOR OIL 070295 70.00 I-9401185633

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8/05/2014 11:30 AM REGULAR DEPARTMENT PAYMENT REGISTER PACKET: 11854 CLAIMS FOR 08/12/2014

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1-10-001-00223   INTERNAT"   CORE COUNCIL   1-10-0002   01 -5652330   DUES & SUBSCR MEMBERSHIP FRE   070313   125.00	VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00110 JACKIE BRANNON CORR. CT						<b></b>	
1-20140173 01 -5542308 CONTRACTED SE MONTHLY INMATE FEE 070314 49.10  01-J00121 JAMESCO ENTERPRISES  1-0729A 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES 070315 549.99 1-0755 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES 070316 549.40  01-J00199 JEFFERSON RIGHMAY ASSOC 1-14-00325 01 -5210330 DUES & SUBSCR MEMBERSHIP FEE 070316 20.00  01-J00435 JORDAN CARRIS AGENCY 1-14-00185 01 -5324202 OPERATING SUP NOTARY BOND FEE 070317 30.00  01-K00005 K-BAR CO CONSTRUCTION 1-13701 01 -5865218 STREET REPAIR HAULING FEE-TOPSOIL 070318 750.00  01-K00005 KANDRA WELLS 1-07/22/2014 01 -5215302 CONSULTANTS WERSITE CONSULTANT FEE 070319 400.00  01-K00165 KENNEDY EYE CARE, LLC 1-12646 01 -5633213 SAFETY EXPENS SAFETY GLASSES 070320 147.00  01-L00087 LANTE HARDMANE 1-2093 01 -5542203 REPAIRS & MAI BLADES FOR MONERS 070326 157.65  01-L00088 LOCKE SUPPLY CO. 1-23813354-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79 1-23951354-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79 1-23951399-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.34 1-23540704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.34 1-23540704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.34 1-23640704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.34 1-23040704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.34 1-23040704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.34 1-201408016497 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 106.49 1-07355 01 -564203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 106.49 1-07355 01 -564203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 106.49 1-07355 01 -564203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 106.49 1-07355 01 -564203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 106.49 1-07355 01 -564203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 106.49 1-07355 01 -564203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 106.49 1-07355 01 -564203 REPAIRS & MAI MISC M			I-14-00302	01 -5652330	DUES & SUBSCR MEMBERSHIP FEE	070313	125.00
01-J00121 JAMESCO ENTERPRISES    I-0729A	01-J00110	) JACKIE BR	RANNON CORR. CT				
1-8729A 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES 070315 549.99 1-87758 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES 070315 87.44  01-J00199 JEFFERSON BIGHNAY ASSOC			I-20140173	01 -5542308	CONTRACTED SE MONTHLY INMATE FEE	070314	49.10
1-8758 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES 070315 07144  01-J00199 JEFFERSON HIGHWAY ASSOC	01-J00121	JAMESCO E	ENTERPRISES				
01-J00199 JEFFERSON HIGHMAY ASSOC			I-8729A	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	070315	549.99
1-14-00325   01 -5210330   DUES & SUBSCR MEMBERSHIF FEE   070316   20,00			I-8758	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	070315	87.44
01-J00435 JORDAN CARRIS AGENCY	01-J00199	) JEFFERSON	HIGHWAY ASSOC				
1-14-00185 01 -5324202 OPERATING SUP NOTARY BOND FEE 070317 30.00 01-K00005 K-BAR CC CONSTRUCTION			1-14-00325	01 -5210330	DUES & SUBSCR MEMBERSHIP FEE	070316	20.00
01-K00005 K-BAR CO CONSTRUCTION	01-J00435	JORDAN CA	ARRIS AGENCY				
1-13701   01 -5865218   STREET REPAIR HAULING FEE-TOPSOIL   070318   750.00			I-14-00185	01 -5324202	OPERATING SUP NOTARY BOND FEE	070317	30,00
1-13701   01 -5865218   STREET REPAIR HAULING FEE-TOPSOIL   070318   750.00	01-K00005	K-BAR CO	CONSTRUCTION				
1-07/22/2014   01 -5215302   CONSULTANTS WEBSITE CONSULTANT FEE   070319   400.00				01 -5865218	STREET REPAIR HAULING FEE-TOPSOIL	070318	750.00
T-07/22/2014   01 -5215302   CONSULTANTS WEBSITE CONSULTANT FEE   070319   400.00	01-K00053	RANDRA WE	PLIS				
1-12646 01 -5653213 SAFETY EXPENS SAFETY GLASSES 070320 147.00  01-L00087 LANTZ HARDWARE    1-2093   01 -5542203   REPAIRS & MAI BLADES FOR MOWERS   070326   157.65  01-L00380 LOCKE SUPPLY CO.    1-23487399-00   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070328   377.64   1-23513354-00   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070328   10.33   1-23521239-00   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070328   247.79   1-23523961-00   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070328   27.34   1-23546704-00   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070328   156.88   1-23546704-00   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070328   156.88   1-2364088-00   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070328   164.00  01-L00424 LOVICA WARREN   1-201408016497   01 -5544308   CONTRACT LABO CONCESSION HELPER-20.5 HOURS   070329   164.00  01-L00428 LOWE'S CREDIT SERVICES   1-07111   01 -5431203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   28.25     1-07111   01 -5431203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   106.49     1-07355   01 -5865203   REPAIR & MAI MISC MAINT & REPAIR ITEMS   070330   163.49     1-07402   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   143.39     1-07402   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   143.39     1-0902524   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   143.39     1-09002524   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   143.39     1-0900524   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   143.39     1-0900524   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   143.39     1-0900524   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070330   143.39     1-0900524   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070331   144.88     1-0900524   01 -5548203   REPAIRS & MAI MISC MAINT & REPAIR ITEMS   070331   144.88     1-0900524   01 -5548203	01 100005	, IGHADIGI NE		01 -5215302	CONSULTANTS WEBSITE CONSULTANT FEE	070319	400.00
I-12646 01 -5653213 SAFETY EXPENS SAFETY GLASSES 070320 147.00  01-L00087 LANTZ HARDWARE  I-2093 01 -5542203 REPAIRS & MAI BLADES FOR MOWERS 070326 157.65  01-L00380 LOCKE SUPPLY CO.  I-23487399-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 377.64  I-23515354-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 10.33  I-23521239-00 01 -5542203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79  I-23523961-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 27.34  I-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88  I-2361038-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88  REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN  I-201408016497 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070329 164.00  01-L00428 LOWE'S CREDIT SERVICES  I-01377 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25  I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49  I-07355 01 -5965203 REPAIR & MAI MISC MAINT & REPAIR ITEMS 070330 108.49  I-07355 01 -5965203 REPAIR & MAI MISC MAINT & REPAIR ITEMS 070330 108.49  I-07355 01 -5965203 REPAIR & MAI MISC MAINT & REPAIR ITEMS 070330 143.39  I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39  I-0900524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39  I-0900524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88	01-K00185	KENNEDY E	YE CARE, LLC				
1-2093 01 -5542203 REPAIRS & MAI BLADES FOR MOWERS 070326 157.65  01-L00380 LOCKE SUPPLY CO.    1-23487399-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 377.64 1-235515354-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 10.33 1-23521239-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79 1-23523961-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 27.34 1-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88 1-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN			·	01 -5653213	SAFETY EXPENS SAFETY GLASSES	070320	147.00
01-L00380 LOCKE SUPPLY CO.  I-23487399-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 377.64  I-235515354-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 10.33  I-23521239-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79  I-23523961-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 27.34  I-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88  I-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN  I-201408016497 01 -5544308 CONTRACT LABO CONCESSION HELPER-20.5 HOURS 070329 164.00  01-L00428 LOWE'S CREDIT SERVICES  I-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25  I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49  I-07355 01 -5865203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49  I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39  I-070402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39  I-0902524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39  I-000460 MITCHAEL D'S DIST., LLC	01-L00087	LANTZ HAR	DWARE				
I-23487399-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 377.64 I-23515354-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 10.33 I-23521239-00 01 -5542203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79 I-23523961-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 27.34 I-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88 I-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN I-201408016497 01 -5544308 CONTRACT LABO CONCESSION HELPER-20.5 HOURS 070329 164.00  01-L00428 LOWE'S CREDIT SERVICES I-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25 I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 I-07355 01 -5865203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			1-2093	01 -5542203	REPAIRS & MAI BLADES FOR MOWERS	070326	157.65
I-23515354-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 10.33 I-23521239-00 01 -5542203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79 I-23523961-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 27.34 I-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88 I-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN I-201408016497 01 -5544308 CONTRACT LABO CONCESSION HELPER-20.5 HOURS 070329 164.00  01-L00428 LOWE'S CREDIT SERVICES I-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25 I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 I-07355 01 -5865203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88	01~L00380	LOCKE SUP	PPLY CO.				
I-23521239-00 01 -5542203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 247.79 I-23523961-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 27.34 I-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88 I-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN I-201408016497 01 -5544308 CONTRACT LABO CONCESSION HELPER-20.5 HOURS 070329 164.00  01-L00428 LOWE'S CREDIT SERVICES I-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25 I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 I-07355 01 -5865203 REPAIR & MAI MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIR & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			I-23487399-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070328	377.64
I-23523961-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 27.34 I-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88 I-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN I-201408016497 01 -5544308 CONTRACT LABO CONCESSION HELPER-20.5 HOURS 070329 164.00  01-L00428 LOWE'S CREDIT SERVICES I-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25 I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 I-07355 01 -5865203 REPAIR & MAIN MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			I-23515354-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070328	10.33
I-23546704-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 156.88 I-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN I-201408016497 01 -5544308 CONTRACT LABO CONCESSION HELPER-20.5 HOURS 070329 164.00  01-L00428 LOWE'S CREDIT SERVICES I-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25 I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 I-07355 01 -565203 REPAIR & MAIN MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIR & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			I-23521239-00	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070328	247.79
I-23610838-00 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070328 48.12  01-L00424 LOVICA WARREN			I-23523961-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070328	27.34
01-L00424 LOVICA WARREN  I-201408016497  01 -5544308  CONTRACT LABO CONCESSION HELPER-20.5 HOURS  070329  164.00  01-L00428 LOWE'S CREDIT SERVICES  I-01937  01 -5431203  REPAIRS & MAI MISC MAINT & REPAIR ITEMS  070330  18.49  I-07355  01 -5865203  REPAIR & MAIN MISC MAINT & REPAIR ITEMS  070330  61.53  I-07402  01 -5548203  REPAIRS & MAI MISC MAINT & REPAIR ITEMS  070330  143.39  I-9002524  01 -5548203  REPAIRS & MAI MISC MAINT & REPAIR ITEMS  070330  143.89  01-M00460 MITCHAEL D'S DIST., LLC			I-23546704-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070328	156.88
1-201408016497 01 -5544308 CONTRACT LABO CONCESSION HELPER-20.5 HOURS 070329 164.00 01-L00428 LOWE'S CREDIT SERVICES  1-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25 1-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 1-07355 01 -5865203 REPAIR & MAIN MISC MAINT & REPAIR ITEMS 070330 61.53 1-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 1-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			I-23610838-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070328	48.12
01-L00428 LOWE'S CREDIT SERVICES  I-01937	01-L00424	LOVICA WA	RREN				
I-01937 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 28.25 I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 I-07355 01 -5865203 REPAIR & MAIN MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			I-201408016497	01 -5544308	CONTRACT LABO CONCESSION HELPER-20.5 HOURS	070329	164.00
I-07111 01 -5431203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 108.49 I-07355 01 -5865203 REPAIR & MAIN MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88	01-L00428	LOWE'S CR	EDIT SERVICES				
I-07355 01 -5865203 REPAIR & MAIN MISC MAINT & REPAIR ITEMS 070330 61.53 I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			I-01937	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070330	28.25
I-07402 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070330 143.39 I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88			I-07111	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070330	108.49
I-9002524 01 -5548203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070331 44.88 01-M00460 MITCHAEL D'S DIST., LLC			I-07355	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	070330	61.53
01-M00460 MITCHAEL D'S DIST., LLC			I-07402	01 ~5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070330	143.39
			I-9002524	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070331	44.88
I-661149 01 -5544202 OPERATING SUP CONCESSION SUPPLIES 070334 182.50	01-M00460	MITCHAEL	D'S DIST., LLC				
			I-661149	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	070334	182.50

8/05/2014 11:30 AM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 11854 CLAIMS FOR 08/12/2014
VENDOR SET: 01
FIND PAGE: 5

FUND	: 01	GENERAL FUND			
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHEC
					MESTERNESS:
01-M0048	7 MILLER	OFFICE EQUIPMENT			
		T-MCA357554	01 -5321308	CONTRACTED SE YRLY COPIER SVS AGMT	070

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	TMUOMA
		FICE EQUIPMENT				
		I-MCA357554	01 -5321308	CONTRACTED SE YRLY COPIER SVS AGMT	070335	300.00
		I-MCA357615	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	070335	458.84
01~M0057	0 MOORE MED	OICAL CORP.				
		I-98254684I	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLES	070337	438.74
		I-98281371I	01 -5432204	SMALL TOOLS PULSE OXOMETER FOR FIRE	070337	426.59
		I-98281380I	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLES	070337	904.82
01-MC014	0 MCALESTER	PAINT & SUPPL				
		I-00098282	01 -5543203	REPAIRS & MAI MISC POOL SUPPLIES	070341	411.14
		1-00098322	01 ~5542203	REPAIRS & MAI PAINT-HUNTER BBALL COURT	070341	406.59
		1-00098332	01 -5542203	REPAIRS & MAI PAINT-HUNTER BBALL COURT	070341	111,02
		I-00098461	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070341	1,513.50
01-N0025	0 MCALESTER	NEWS CAPITAL				
		1-05615046	01 -5215202	OPERATING SUP BID AD FEES-LAND	070343	98.45
		1-05615221	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070343	14.50
		I-05615222	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070343	23.20
		1-05615327	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070343	14.45
		1-05615345	01 -5652317	ADVERTISING & PUBLICATION FEES	070343	41.00
		1-253	01 -5653317	ADVERTISING & MISC JOB ADVERTISEMENTS	070343	183,60
01-N0031	16 NORTH AME	CRICAN RESCUE,				
		I-IN158776	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	070350	275.54
01-N0034	13 NORTHERN	SAFETY CO INC				
		I-900973269	01 -5431316	REPAIRS & MAI REPAIRS TO JAWS OF LIFE	070352	71.13
01-00007	75 O'REILLY	AUTO PARTS				
		1-0230-218592	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR FIRE	070356	25.98
01-00012	21 OK FIRE,	LLC				
		I-705	01 -5431204	SMALL TOOLS SMALL TOOLS FOR FIRE	070357	137.60
01-00034	45 OKLA DEPT	OF LABOR				
		I-140708E30075	01 -5548317	ELEVATOR REPA ELEVATOR INSPECTION FEE	070361	100.00
01-00041	14 OKLA TAX	COMMISSION-AUT				
		I-14-00271	01 ~5321202	OPERATING SUP TITLE & TAGS FEES	070362	39.00
		I-14-00271	01 -5321202	OPERATING SUP TITLE & TAGS FEES	070362	39.00
01~00052	20 OIL-OK IN	NDEPENDENT LIVI				
		1-072014-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	070363	2,000.00
01-00056	61 OMCCA					
		1-14-00402	01 -5213330	DUES & SUBSCR MEMBERSHIP FEE	070364	110.00

01-P00242 PETER STASIAK

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PACKET: 11854 CLAIMS FOR 08/12/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-P00242 PETER STASIAK continued I-201407166455 01 -5210331 EMPLOYEE TRAV TRAVEL EXP-LEGAL MTG 070180 112.07 I-201407236463 01 -5210331 EMPLOYEE TRAV TRAVEL EXP-CMAO CONF. 070195 400.45 I-201407306477 01 -5210331 EMPLOYEE TRAV TRAVEL EXP-MTG IN OKC 070249 202.77 01-P00250 PETTY CASH I-201407166453 01 -5213331 EMPLOYEE TRAV TRAVEL EXP-OCCA CONF 070181 243.43 I-201407166453 01 -5225331 EMPLOYEE TRAV TRAVEL EXP-TRAINING 070181 152.49 I-201407166453 01 -5544203 REPAIRS & MAI REIMB MOWER REPAIR PARTS 070181 9.13 I-201407166453 01 -5215202 OPERATING SUP OFFICE EXP-RETIREMENT PARTY 070181 22.69 I-201407166453 01 -5321331 EMPLOYEE TRAV TRAVEL EXP-TOLL FEES 070181 3.00 01 -5431207 CLOTHING ALLO REIMB BOOT ALLOWANCE 1-201407166453 070181 39.99 I-201407166453 01 -5321207 CLOTHING ALLO REIMB UNIFORM ALLOWANCE 070181 25.00 I-201407166453 01 -5431207 CLOTHING ALLO REIMB UNIFORM ALLOWANCE 070181 22.00 I-201407166453 01 ~5324331 EMPLOYEE TRAV TRAVEL EXP-MEAL REIMB 070181 14.50 I-201407166453 01 -5324331 EMPLOYEE TRAV TRAVEL EXP-TOLL FEES 070181 4.00 I-201407166453 01 -5653213 SAFETY EXPENS MISC SAFETY SUPPLIES 070181 21.55 I-201407166453 01 -5321331 EMPLOYEE TRAV TRAVEL EXP-TOLL FEES 070181 4.00 I-201407166453 01 -5101202 OPERATING SUP COUNCIL MEETING SUPPLIES 070181 90.00 01 -5431331 I-201407166453 EMPLOYEE TRAV TRAVEL EXP-FIRE MTG 070181 30.66 I-201407166453 01 -5321202 OPERATING SUP REIMB CAR TAG EXP 070181 2.50 I-201407166453 01 -5213202 OPERATING SUP MISC OFFICE EXP 070181 20.00 1-201407166453 01 -5321212 FUEL EXPENSE FUEL EXP-POLICE 070181 33.57 01-P00292 PINKLEY SALES CO I-18902 01 -5865203 REPAIR & MAIN BATTERY BACKUPS FOR T/C 070367 9,948,00 01-P00310 PITNEY BOWES INC I-7215429-JY14 01 -5215312 EQUIPMENT REN LEASE ON POSTAGE MACHINE 070368 2,114,97 01-P00451 PURCHASE POWER / PITNEY I-17838137-JY2014 01 -5215317 POSTAGE POSTAGE FOR POSTAGE MACH 070371 57.00 01-P00510 PRO-KIL, INC I-79749 01 -5431316 REPAIRS & MAI QTLY PEST CONTROL-FIRE 070372 96.00 I-79750 01 -5431316 REPAIRS & MAI QTLY PEST CONTROL-FIRE 070372 96.00 I-79751 01 -5431316 REPAIRS & MAI QTLY PEST CONTROL-FIRE 070372 96.00 I-79824 01 -5542308 CONTRACTED SE MONTHLY PEST CONTROL 070372 126.00 01-P00560 PUBLIC SERVICE/AEP I-201407166452 01 -5215313 ELECTRIC UTIL ELECTRIC EXP-333 E CARL ALBERT 070182 36.85 I-201407166452 01 -5215313 ELECTRIC UTIL ELECTRIC EXP-RECYCLE CTR 070182 53.35 I-201407166452 01 -5215313 ELECTRIC UTIL ELECTRIC EXP-302 E FILLMORE 070182 790.77 I-201407236459 01 ~5215313 ELECTRIC UTIL ELECTRIC EXP-KOMAR PARK 070196 241.96 I-201407236459 01 -5215313 ELECTRIC UTIL ELECTRIC EXP-PAVILION@KOMAR PK 070196 37.69 I-201407306482 01 -5215313 ELECTRIC UTIL ELECT EXP-PD/NARC 070250 144.47 I-201407306482 01 -5215313 ELECTRIC UTIL ELECT EXP-FIRE EMER RESP COM 070250 757.90 I-201407306482 01 -5215313 ELECTRIC UTIL ELECT EXP-1699 E CARL ALBERT 070250 24.68 1-201407306482 01 ~5215313 ELECTRIC UTIL ELECT EXP-1016 S SOUTH AVE 070250 216.45

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
	7 QFS, LLC	****				
		I-5065	01 -5653213	SAFETY EXPENS FIRE EXTINGUISHER SVS	070373	431.00
		I-WEB000296	01 -5653213	SAFETY EXPENS FIRE EXTINGUISHER SVS	070373	91.00
01-R0052	7 ROSEANNA'S	S ITALIAN FOOD				
		1-14-00258	01 -5215310	EDUCATION PRO INCODE TRAINING LUNC	070183	402.00
01-R0054	1 ROY WARD					
		1-201408016491	01 -5544308	CONTRACT LABO UMPIRE FEE-19 GAMES	070377	475.00
01-50000	9 SADLER PAI	PER CO				
		1-37091	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	070378	306.46
		1-37939	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	070378	68.50
		I-38319	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	070378	806.51
01-50010	0 JODY LYNN	WOOD dba SCOR				
		I-14-00266	01 -5542316	REPAIRS & MAI SIDEWALK @ SPLASHPAD	070379	995.00
01-50018	0 OKLA SECRE	ETARY OF STATE				
		1-14-00186	01 -5324202	OPERATING SUP NOTARY RENEWAL FEE	070381	25.00
		I-14-00187	01 -5324202	OPERATING SUP FILING NOTARY FEE	070382	10.00
01-S0019	O SECURITY S	SYS. & ENG. IN				
		I-29564	01 -5321325	FIRING RANGE QTLY ALARM MONITORING	070383	193.00
01-50032	9 SHRED-IT U	USA, INC-OKLAH				
		1-9403927394	01 -5212308	CONTRACTED SE MONTHLY SHREDDING SVS	070385	64.00
01-50064	2 SPECIAL O	PS UNIFORMS, I				
		1-755105	01 -5321207	CLOTHING ALLO UNIFORM ALLOWANCE	070388	19.98
01-50072	6 STAPLES AI	DVANTAGE				
		I-07062	01 -5321332	COMMUNITY SER OFFICE SUPPLIES	070390	543.80
		I-30657	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070390	49.99
		I-30863	01 -5320202	OPERATING EXP OFFICE SUPPLIES	070390	89.49
		I-30916	01 -5548202	OPERATING SUP NEW CAIR FOR FAC MAINT	070390	199.99
		I-3236009228	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070390	90.00
		I-3236009229	01 -5215202	OPERATING SUP INK FOR STOCK	070390	173.34
		1-3236009230	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070390	64.81
		1-3236009231	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070390	42.99
		1-3236645529	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	070390	104.99
		1-3236645530	01 -5215202	OPERATING SUP INK FOR STOCK	070390	192.27
		1-3236645531	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070390	70.97
		1-3236645532	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070390	100.79
		1-3237198183	01 -5215202	OPERATING SUP INK FOR STOCK	070390	549,50
		1-3237198183	01 -5215202	OPERATING SUP INK FOR STOCK	070390	286.97
		1-3237198184	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070390	60.39
		I-3237198184	01 -5431202	OPERATING SUP OFFICE SUPPLIES	070390	154.68
		1-3237198185	01 -5431202	OPERATING SUP OFFICE SUPPLIES	070391	34.79

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VENDOR SET: 01

01-W00195 WELDON PARTS INC.

1-1290896-00

01 -5431203

: 01 GENERAL FUND

FUND VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-S00726 STAPLES ADVANTAGE continued I-3237198187 01 -5215202 OPERATING SUP COPY PAPER FOR CITY HALL 070391 599.80 01-S00956 SWANK MOTION PICTURES, 289,00 I-RG 1942411 01 -5215202 OPERATING SUP MOVIE RENTAL FEES 070392 01 -5215202 OPERATING SUP MOVIE RENTAL FEES 070392 289.00 I-RG 1947933 01-T00010 T. H. ROGERS LUMBER CO. 01 -5865218 STREET REPAIR FORMING MATERIALS 070393 284.05 I-490348 01-T00370 TIPPIT INSURANCE AGENCY T-54571 01 -5215322 LIABILITY INS EMPLOYEE BOND-COURT 070394 100.00 01-T00429 THOMAS J DAVIS I-201408016496 01 -5544308 CONTRACT LABO UMPIRE FEE-24 GAMES 070395 600.00 01-T00439 TODD HOUSE 1-201408016493 01 -5544308 CONTRACT LABO UMPIRE FEE-18 GAMES 070396 450.00 01-U00128 UNITED PACKAGING & SHIP 01 -5321202 OPERATING SUP SHIPPING FEES 070400 13.05 T-143743 I-143812 01 -5320202 OPERATING EXP SHIPPING FEES 070400 34.87 I-143813 01 -5320202 OPERATING EXP SHIPPING FEES 070400 34.87 1-143814 01 -5320202 OPERATING EXP SHIPPING FEES 070400 34.87 01-W00040 WALMART COMMUNITY BRC 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES-FIRE 070401 8.98 01 -5321325 070401 80,10 FIRING RANGE KEYS TO FIRING RANGE I-0009634 I-003944 01 ~5320202 OPERATING EXP MISC SUPPLIES FOR CID 070401 3.70 01 -5215310 EDUCATION PRO INCODE TRAINING SUPPLIES 070401 40,93 I-004424 01 -5215202 I-005426 OPERATING SUP MOVIE IN PARK SUPPLIES 070401 195.00 I-01465 01 -5215202 OPERATING SUP ITEMS FOR MOVIES IN PARK 070401 171.87 OPERATING SUP MISC SUPPLIES FOR FIRE 070401 122.48 I-01623 01 -5431202 I-02693 01 -5215310 EDUCATION PRO INCODE TRAINING SUPPLIES 070401 18,14 01 -5215310 EDUCATION PRO INCODE TRAINING SUPPLIES 070401 6.96 1-04481 I-05747 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES-FIRE 070401 17.63 01 -5431202 OPERATING SUP JANITORIAL SUPPLIES-FIRE 070401 17.34 I-06664 I-07226 01 -5542203 REPAIRS & MAI MISC REPAIR & MAINT ITEMS 070401 107.11 1-07539 01 -5210202 OPERATING SUP BREAKROOM SUPPLIES 070401 2.56 EDUCATION PRO INCODE TRAINING SUPPLIES 070401 6.48 01 -5215310 I-07647 I-09161 01 -5215310 EDUCATION PRO INCODE TRAINING SUPPLIES 070402 63,57 01 -5542203 REPAIRS & MAI MISC REPAIR & MAINT ITEMS 070402 70.90 I-09693 01-W00193 WEDDLE SIGNS 01 -5215202 OPERATING SUP FIREWISE VEHICLE SIGNS 070403 49.00 I-66284

REPAIRS & MAI MISC REPAIRS & PARTS

070404

52.94

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR SET: 01

FUND : 01

PACKET: 11854 CLAIMS FOR 08/12/2014 GENERAL FUND

G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT VENDOR NAME ITEM # 01-W00270 WHITE ELECTRICAL SUPPLY 01 -5548203 01 -5548203 01 -5548203 01 -5548203 I-S1774628.001 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070405 188.95 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070405 5.63 I-S1777208.001 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070405 69.39 I-S1779137.001 I-S1779801.001 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070405 46.05 FUND 01 GENERAL FUND TOTAL: 73,572.84

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070178

93.50

PACKET: 11854 CLAIMS FOR 08/12/2014

VENDOR SET: 01

01-H00279 HUGHES NET

I-B1-279679700

FUND

: 02 MPWA

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT \_\_\_\_\_\_ 01-A00362 ALLEGIANCE COMMUNICATIO I-201407166448 02 -5975328 INTERNET SERV INTERNET SVS-HEREFORD LN 070177 62.95 01-A00582 AT&T I-201407306480 02 -5267315 TELEPHONE UTI PHONE EXP-INTERNET SVS 070247 1,414.50 01-A00751 ATWOODS 02 -5973203 I-2162/9 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070267 79.94 01-B00180 UNION IRON WORKS, INC. OPERATING SUP MISC REPAIR PARTS I~S1806137.001 02 -5975202 070272 8.90 I-S1806940.001 02 -5975202 OPERATING SUP MISC REPAIR PARTS 070272 93.93 I-S1807527.001 02 -5975202 OPERATING SUP MISC REPAIR PARTS 070272 113.92 01-B00491 BRENNTAG SOUTHWEST I-BSW522421 02 -5973206 CHEMICALS SHILFER DIOXIDE FOR WWTP 070278 954.80 01-C00320 CENTERPOINT ENERGY ARKL I-201407306483 02 -5267314 GAS UTILITY GAS EXP-CITY BARN 070248 32.60 01~D00540 DOLESE BROTHERS 02 -5975218 STREET REPAIR CONCRETE FOR ST. REPAIRS 070290 2,058.00 I-RM14046319 1,470.00 I-RM14046721 02 -5975218 STREET REPAIR CONCRETE FOR ST, REPAIRS 070290 I-RM14047191 02 -5975218 STREET REPAIR CONCRETE FOR ST. REPAIRS 070290 997.98 I-RM14047625 02 -5975218 STREET REPAIR CONCRETE FOR ST. REPAIRS 1,255.00 070290 I-RM14047957 02 -5975218 STREET REPAIR CONCRETE FOR ST. REPAIRS 070290 490.00 I-RM14050369 02 -5975218 STREET REPAIR CONCRETE FOR ST. REPAIRS 070290 1,715.00 01-E00024 STANLEY RAY OWENS DBA E T-1973 02 -5866230 RECYCLING CEN PORT-A-POT RENTAL FEE 070293 100.00 01-F00037 FASTENAL I-OKMCA126376 02 ~5973203 REPAIRS & MAI MISC MAINT & REPAIR ITEMS 070297 245.55 REPAIRS & MAI MISC MAINT & REPAIR ITEMS I-OKMCA126466 02 -5973203 070297 31.70 01-F00170 FIRST NATIONAL BANK I-082014-#134 02 -5864510 LEASE PAYMENT CATERPILLAR & COMPACTOR 070298 8,524.37 01-H00016 HD SUPPLY WATERWORKS, L I-C727953 02 -5975235 WATER MAIN RE WATER LINE REPAIR ITEMS 070305 5,088.10 01-H00100 HAYNES EQUIPMENT, LLC I-8112122-IN 02 -5973203 REPAIRS & MAI REPAIR PARTS FOR 8" PUMP 070307 860.61 01-H00223 HOPKINS PROPANE 02 -5973212 FUEL EXPENSE DIESEL FOR WEST WWM 070308 656.00 I-61549

INTERNET SERV INTERNET SVS-WTP

02 -5974328

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PACKET: 11854 CLAIMS FOR 08/12/2014
VENDOR SET: 01
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FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
		ELECTRIC COOP.				
		1-201407166451	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-HEREFORD LN	070179	748.84
01-K0022	5 KI BOIS	COMMUNITY ACTIO				
		I-05/01/2014	02 -5866307	CONTRACTED RE RECYCLING CENTER LABOR	070323	1,980.00
		1-06/01/2014	02 -5866307	CONTRACTED RE RECYCLING CENTER LABOR	070323	1,890.00
01-L0042	8 LOWE'S C	REDIT SERVICES				
		1-05479	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR PARTS	070330	2.73
		I-06289	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR PARTS	070330	148.85
		1-06523	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR PARTS	070330	252.99
		I-907649	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR PARTS	070331	33,19
01-M0021	0 MAXWELL	SUPPLY CO.				
		I-249286	02 -5975218	STREET REPAIR 2" WATER PUMPS FOR UTM	070333	3,142.54
01-00007	'5 O'REILLY	AUTO PARTS				
		I-0230-212690	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	070354	507.72
		1-0230-215357	02 ~5973203	REPAIRS & MAI MISC REPAIR ITEMS	070354	24.59
		I-0230-216145	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	070355	50.42
01-00027	5 OKLA DEP	T OF COMMERCE				
		I-082014-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	070360	1,145.83
01-P0004	10 PACE ANA	ALYTICAL SERVICE				
		I-147512075	02 -5973304	LAB TESTING MONTHLY TESTING FEES	070366	191.47
		1-147512079	02 ~5973304	LAB TESTING MONTHLY TESTING FEES	070366	137.00
		1-147512307	02 -5973304	LAB TESTING MONTHLY TESTING FEES	070366	56.47
01-P0025	0 PETTY CA	ASH .				
		I-201407166453	02 -5216202	OPERATING SUP OFFICE EXP-SPARE CAR KEY	070181	4.79
		1-201407166453	02 -5871202	OPERATING SUP MISC OFFICE EXP	070181	13.35
01-P0056	50 PUBLIC S	SERVICE/AEP				
		I-201407236459	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-5200 WATERWORKS	070196	189.32
01-50023	34 SHARE CC	DRPORATION				
		1-882144	02 -5973203	REPAIRS & MAI WEED KILLER FOR WWTP	070384	490.00
01~S0053	30 SOUTHWES	ST CHEMICAL SERV				
		1-99991	02 -5974206	CHEMICALS ALUM FOR WTP	070387	3,262.02
01-S0058	30 AT & T					
		I-201407166450	02 -5267315	TELEPHONE UTI PHONE EXP-DATA LINE	070184	160.00
01-50072	26 STAPLES	ADVANTAGE				
		1-3237198186	02 -5871202	OPERATING SUP OFFICE SUPPLIES	070391	10.19

01-U00051 UTILITY SUPPLY CO.

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VENDOR SET: 01

FUND ; 02 MPWA

PACKET: 11854 CLAIMS FOR 08/12/2014

CHECK# AMOUNT VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION 01-U00051 UTILITY SUPPLY CO. continued 070398 UTILITY MAINT SUPPLIES FOR REPAIRS 1-077438 02 -5975209 070398 100.00 I-077439 02 ~5975209 UTILITY MAINT SUPPLIES FOR REPAIRS 02 -5975209 UTILITY MAINT FIRE HYDRANT VALVE 070398 2,104.02 T-077440 070398 311.30 UTILITY MAINT SUPPLIES FOR REPAIRS 1-077441 02 -5975209 UTILITY MAINT SUPPLIES FOR REPAIRS 070398 1,249.89 02 -5975209 I-077442 UTILITY MAINT SUPPLIES FOR UTM REPAIRS 1,223.62 02 -5975209 070398 I-077675 070398 487.00 02 -5975209 UTILITY MAINT SUPPLIES FOR UTM REPAIRS I-077676 01-U00082 UNDERGROUND SERVICE CO. DUES & MAINTE INSP FEE-GENERATOR LINE 070399 375.00 02 -5974330 I-434478 01-U00128 UNITED PACKAGING & SHIP 070400 31.99 REPAIRS & MAI SAMPLE SHIPPING FEES I-143652 02 ~5973203 01-W00270 WHITE ELECTRICAL SUPPLY 99.09 REPAIRS & MAI ELECTRICAL SUPPLIES 070405 I-S1775730.001 02 -5973203 FUND 02 MPWA TOTAL: 47,613.91 8/05/2014 11:30 AM

REGULAR DEPARTMENT PAYMENT REGISTER PACKET: 11854 CLAIMS FOR 08/12/2014

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-C00320 CENTERPOINT ENERGY ARKL 1-201407306483 03 -5876314 GAS UTILITY GAS EXP-AIRPORT 070248 01-D00152 DAVID'S TRADING YARD I-382725 03 -5876316 REPAIRS & MAI PTO CLUTCH FOR MOWER 070287 235.00 FUND 03 AIRPORT AUTHORITY TOTAL: 264.14

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	RIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVI	CE/AEP						
		I-201407166452	05 -5218313	ELECTRIC U	TIL ELE	CTRIC EXP-PARKING AUTH	070182	183.50
				FUND	05	PARKING AUTHORITY	TOTAL:	183.50

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VENDOR SET: 01

FUND

: 08 NUTRITION

DESCRIPTION CHECK# AMOUNT VENDOR NAME ITEM # G/L ACCOUNT NAME 01-A00324 ALISHA RAE HOWELL I-201408046502 08 ~5549308 CONTRACT SERV CONTRACT MEAL DELIVERY 070263 180.00 CONTRACT SERV REIMB MILEAGE FOR MEAL DEL 070263 115.92 I-201408046503 08 -5549308 01-G00288 GERALDINE E MALKOWSKI 180.00 CONTRACT SERV CONTRACT MEAL DELIVERY 070302 1-201408046505 08 ~5549308 08 -5549308 CONTRACT SERV REIMB MILEAGE FOR MEAL DEL 070302 116.48 1-201408046506 01-R00304 RICHELLE CHEYENNE CONTRACT SERV REIMB MILEAGE FOR MEAL DEL 070375 124.32 08 -5549308 I-201408046504 01-S00580 AT & T TELEPHONE UTI PHONE EXP-NUTRITION 197.44 070197 1-201407236464 08 -5549315 FUND 08 NUTRITION TOTAL: 914.16

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FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	TRUOMA
				# # # # # # # # # # # # # # # # # # #	======================================	
01-B0024	4 BIG MAC					
		I-SI039245	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL-LF	070274	3,675.00
		I-SI039246	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL-LF	070274	997,50
		I~SI039247	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL-LF	070274	945.00
01-80013	2 STEARNS,	CONRAD & SCHMI				
		I-0235726	09 -5864327	SUB TITLE D E LF GAS REMEDIATION PLAN	070380	3,500.00
		1-0236952	09 -5864327	SUB TITLE D E GROUND WTR MONITORING	070380	4,425.00
				FUND 09 LANDFILL RES./SUB-TIT	LE DTOTAL:	13,542.50

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REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 11854 CLAIMS FOR 08/12/2014 VENDOR SET: 01

FUND : 20 CEMETERY CARE FUND

DESCRIPTION CHECK# VENDOR NAME ITEM # G/L ACCOUNT NAME AMOUNT 01-S00871 STEWART MARTIN EQUIPMEN I-4511S 20 -5211401 CAPITAL OUTLA LAWN MOWERS FOR CEMETERY 070198 34,690.00

> FUND 20 CEMETERY CARE FUND TOTAL: 34,690.00

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PACKET: 11854 CLAIMS FOR 08/12/2014
VENDOR SET: 01
FUND : 27 TOURISM FUND PAGE: 18

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
	0 BRIGGS PRIN					
		I~61382-3	27 -5655318	PRINTING PRINTING FEE-BROCHURES	070277	1,174.00
01-K0020	8 KIAMICHI CO	UNTRY				
		1-14-00276	27 -5655214	TOURISM EXPEN MEMBERSHIP FEE	070322	50.00
01-MC013	4 MCALESTER M	AIN CTOFFT				
01-MC013	4 HCMESTER H	I-072014-2010/2011	27 5655353	MAIN STREET P CONTRACT WITH MCALESTER MA	IN S 070340	1,141.59
01-00041	4 OKLA TAX CO	MMISSION-AUT I-14-00342	27 ~5655202	OPERATING SUP TAG FOR TOURISM VEHICLE	070362	39.00
		1-14-00342	27 3033202	V. 2. a		
01-P0025	0 PETTY CASH				070101	10.00
		I-201407166453	27 -5655214	TOURISM EXPEN MISC OFFICE SUPPLIES	070181	12.00
01-P0045	0 PRIDE IN MC	ALESTER				
		1-072014-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McA	LEST 070370	2,250.00
01 00050	A MDNAV DADDA	van				
01-10030	00 TRACY PARRO	I-082014-RENT	27 -5655340	OFFICE RENT TOURISM OFFICE RENTAL FEE	070397	558.20
01-U0012	88 UNITED PACK		00 5655000	OPERATING SUP SHIPPING FEES FOR TOURISM	070400	23.16
		I-143575	27 -5655202	OPERATING SUP SHIPPING FEES FOR TOURISM	070400	20.74
		I-143576	27 -5655202	OPERATING SUP SHIPPING FEES FOR TOURISM	070400	24.00
		I-143577	27 -5655202	OPERATING SUP SHIPPING PEES FOR TOURISM	070400	24,00
01~W0019	33 WEDDLE SIGN	IS				
		I-66319	27 -5655480	CONTINGENCY SIGN FOR TOURISM OFFICE	070403	5,788.00
				FUND 27 TOURISM FUND	TOTAL:	11,080.69

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28 -5654203 REPAIR & MAIN JANITORIAL SUPPLIES 070378 631.67

FUND 28 SE EXPO CENTER

TOTAL:

8,749.03

01-S00009 SADLER PAPER CO

1-37868

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B0019	2 BEN E. KEITI	H I-62448730	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	070273	402,68
01-00082	3 COUNTRY MAR	г				
		I-42901185130	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	070283	23.95
		1-4290193114	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	070283	52.55
		1-4290342114	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	070283	7.50
01-L0007	8 LAMBERT MEC	HANICAL INC				
		I-143105	28 -5654316	REPAIRS & MAI REPAIRS TO A/C UNITS@EXPO	070324	712.50
01-L0034	3 LINDA TESTA					
		I-812014	28 ~5654210	CONCESSION SU EXPO CONCESSION HELP	070327	44.00
01-L0042	B LOWE'S CRED	IT SERVICES				
		I-07715	28 -5654203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	070330	46.53
01-00027	3 OKLA DEPT O	F HEALTH				
		I-61-74575	28 -5654210	CONCESSION SU FOOD SERVICE LICENSE	070358	100.00
01~P0056	0 PUBLIC SERV	ICE/AEP				
		1-201407306478	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO	070250	6,691.52
		I-201407306482	28 -5654313	ELECTRIC UTIL ELECT EXP-EXPO RV PARK	070250	36.13

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FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B0035	4 BLACKBOARD	CONNECT, INC				
		I-1160981	29 -5324308	CONTRACTED SE ANNUAL SERVICE FEE	070275	33,478.51
01-P0025	0 PETTY CASH					
		I-201407166453	29 -5324202	OPERATING SUP OFFICE EXP-MAIL 911 TEST	070181	31.40
01-80058	0 AT & T					
		I-201407166450	29 -5324401	CAPITAL OUTLA PHONE EXP-E911 EQUIP LEASE	070184	2,403,33
01-W0039	2 WINDSTREAM	CORPORATION				
		I-201407306481	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LIN	E 070251	445.74
				FUND 29 E-911	TOTAL:	36,358.98

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PACKET: 11854 CLAIMS FOR 08/12/2014
VENDOR SET: 01
FUND : 30 ECONOMIC DEVELOPMENT PAGE: 21

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC009	7 MCALESTER	FOUNDATION				
		I-201408016490	30 -4-0-626	REIMBURSEMENT REIMB JUNE PAYMENT	070339	14,500.00
01-MC013	4 MCALESTER 1	MAIN STREET				
		I-072014-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN	s 070340	1,141.58
01-00027	5 OKLA DEPT (	OF COMMERCE				
		1-082014-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	070359	282.50
01~P0025	O PETTY CASH					
		I-201407166453	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-MEAL REIMB	070181	21,48
		I-201407166453	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-MEAL REIMB	070181	25.29
		I-201407166453	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-MEAL REIMB	070181	22.15
		1-201407166453	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-TRAINING	070181	25,00
01-P0045	O PRIDE IN M	CALESTER				
		1-072014-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALES	ST 070370	2,250.00
01~R0026	O RETAIL ATT	RACTIONS LLC				
		I-0616	30 -5652302	CONSULTANTS CONSULTANT FEES	070374	1,000.00
01~R0046	4 ROBISON IN	TERNATIONAL,				
		I-072014-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	070376	2,000.00
01-80037	8 SKIRVIN HI	LTON HOTEL				
		1-3144347761	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-OEDC MTG	070386	362.14
		I-3144673715	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-OEDC MTG	070386	362.14
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	21,992.28

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VENDOR SET: 01
FUND - -

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FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
========				= # # = = = = = = = # # # # # # # # # #		
01-D00448	B DISCOUNT ST	EEL				
		I-2544	32 -5215220	DISC GOLF COU TUBING FOR BRIDGE	070289	138.36
01-L00428	B LOWE'S CRED	IT SERVICES				
		I-06701	32 -5215220	DISC GOLF COU DISC GOLF BRIDGE DECKING	070330	89.73
		I~53912	32 -5215220	DISC GOLF COU DISC GOLF BRIDGE DECKING	070331	531.36
		1-71520	32 -5215214	EXPENSES-DOG DISC GOLF BRIDGE DECKING	070331	514.48
				FUND 32 GRANTS & CONTRIBUTIONS	TOTAL:	1,273.93

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FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	RIPTION	CHECK#	THUOMA
01~N00347	MEHLBURGER B	RAWLEY, INC						
		I-MC-13-01-05	33 -5871515	2013 CDBG P	RO 201	3 CDBG WATER PROJ	070353	5,132.00
01-U00051	UTILITY SUPP	LY CO.						
		I-077440	33 -5871515	2013 CDBG P	RO FIR	E HYDRANT VALVE	070398	320.00
				FUND	33	CDBG GRANTS FUND	TOTAL:	5,452.00
				FUND	33	CDBG GRANTS FUND	TOTAL:	5,452.00

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FUND : 35 FLEET MAINTENANCE

	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
		RPRISES, INC	ڭ ئىڭ مىڭ سى سى سىڭ شە شە سى بىي بىي بىي مى بىي دى بىي بىي بىي بىي بىي بىي بىي بىي مى مى مى مى مى بىي مىر			
		1-945827	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070268	14.96
		I-946050	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070268	66.36
		I-946172	35 ~5862203	REPAIRS & MAI MISC AUTO PARTS	070268	103.07
		I-946176	35 ~5862203	REPAIRS & MAI MISC AUTO PARTS	070268	88.64
		1-946189	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070268	49.20
		I-946228	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070268	2.79
		I-946330	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070268	40.52
		I-946410	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070268	312,80
		I-946654	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070268	18,70
		I-946727	35 -5862317	EMERGENCY VEH MISC AUTO PARTS	070268	152.73
		I-946728	35 -5862203	REPAIRS & MAI WHEEL CHOCK BLOCKS	070268	1,949.00
		1-946735	35 ~5862203	REPAIRS & MAI MISC AUTO PARTS	070268	1.92
		I-946793	35 -5862317	EMERGENCY VEH MISC AUTO PARTS	070268	54.65
		I-946895	35 -5862317	EMERGENCY VEH MISC AUTO PARTS	070268	113.38
O1-B00043	B & S SUPE	PLY, INC.				
		1-63532	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	070269	371.21
01~B00150	BEALES GOO	DDYEAR TIRES				
		I-1-6018	35 -5862203	REPAIRS & MAI SPARE TIRES FOR MOWERS	070271	384.00
		I-1-6916	35 -5862203	REPAIRS & MAI TIRES FOR BACKHOE-STOCK	070271	1,465.00
		I-1-GS6016	35 ~5862203	REPAIRS & MAI TIRES FOR UTM TRAILER	070271	515.28
		I-1-GS6017	35 -5862203	REPAIRS & MAI TIRES FOR STOCK	070271	621.49
		I-1-GS6577	35 -5862203	REPAIRS & MAI PD TIRES FOR STOCK	070271	2,216.20
		I-1-GS6830	35 -5862317	EMERGENCY VEH TIRES FOR FIRE ENGINE #4	070271	2,142.20
		I-1-GS6879	35 -5862203	REPAIRS & MAI TIRES FOR PK-19 & PK 29	070271	1,321.44
01-C00245	CATHEY & F	ASSOCIATES, L.				
		I-36081	35 -5862203	REPAIRS & MAI REPAIRS TO G-3	070280	380,00
01-D00152	DAVID'S TE	VADING YARD				
		1-532741	35 -5862203	REPAIRS & MAI PTO CLUTCH FOR WW-12	070287	235.00
01-G00490	GRISSOM IM	APLEMENT INC				
		I-425076	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	070304	133,87
		I-425571	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	070304	33,98
		I-427301	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	070304	162.89
		1-427904	35 -5862203	REPAIRS & MAI AIR FILTERS- PARKS DEPT.	070304	335.29
01-K00190	YELLOWHOUS	SE MACHINERY C				
		I-09 910505	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070321	115.09
		I-09 910514	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070321	199.25
01-M00149	MARTY'S MU	JFFLER & BRAKE				
		I-2538	35 -5862203	REPAIRS & MAI REPAIRS TO SUPPORT-1	070332	911.98
01-M00543	MONTAGE EN	TERPRISES INC				
		I-31994	35 -5862203	REPAIRS & MAI FLAIL MOWER REPAIR PARTS	070336	1,641.50

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FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	TRUOMA
	8 MCALESTER		#			
		I-582423	35 -5862203	REPAIRS & MAI WELDING SUPPLIES FOR SHOP	070342	84.0
1-N0027	1 FREEDOM FO	RD INC				
		I-156339	35 -5862317	EMERGENCY VEH REPAIRS TO MEDIC-4	070344	2,115.5
		1-156342	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070345	42.9
		I-156364	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070346	33.
		1-156440	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070347	33.
		I-156635	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070348	42.
		I-156689	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070349	45.
1-N0034	O BLUE TARP	FINANCIAL, IN				
		I-31100254	35 -5862203	REPAIRS & MAI JACK STANDS & CREEPER	070351	301.
1-00007	5 O'REILLY A	UTO PARTS				
		1-0230-212592	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	33.
		I-0230-212623	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	11.
		I-0230-213992	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	47.
		I-0230-214209	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	19.
		I-0230-214233	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	77.
		I-0230-214325	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	19.
		I-0230-214374	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	30.
		I-0230-214518	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	18.
		I-0230-215283	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	158.
		I-0230-215322	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	8.
		I-0230-215415	35 -5862203	REPAIRS & MAI ANTIFREEZE FOR SHOP	070354	550.
		I-0230-215672	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070354	57.
		I-0230-215854	35 ~5862203	REPAIRS & MAI MISC AUTO PARTS	070355	19.
		1-0230-215855	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	29.
		I-0230-216010	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	16.
		1-0230-216137	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	13.
		I-0230-216450	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	41.
		1-0230-217136	35 -5862317	EMERGENCY VEH MISC AUTO PARTS	070355	207.
		I-0230-217139	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	31.
		I-0230-217156	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	59.
		1-0230-217279	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	23.
		I-0230-217280	35 -5862317	EMERGENCY VEH MISC AUTO PARTS	070355	181.
		I-0230-217354	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070355	2.
		I-0230-217385	35 -5862203	REPAIRS & MAI GAS ADDITIVE FOR VEHICLES	070355	215
		I-0230-217443	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070356	134.
		I-0230-217608	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070356	51.
		I-0230-217873	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070356	101.
1-P0002	3 P & K EQUI	PMENT, INC				
		I-1627910	35 -5862203	REPAIRS & MAI BLADES/BELTS-SBC MOWERS	070365	477.
1-P0032	9 PITSTOP					
		I-4871	35 -5862203	REPAIRS & MAI SPARE KEYS FOR VEHICLES	070369	20.

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FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK# AMOUNT	
01_00071	O STANDARD MA	CULTUR I.C				==
01-30071	O STANDARD MA					
		1-238454	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	070389 62.43	
01-W0019	5 WELDON PART	rs inc.				
		I-1299089-00	35 -5862317	EMERGENCY VEH MISC REPAIR PARTS	070404 39.20	
		I-1299697-00	35 ~5862317	EMERGENCY VEH MISC REPAIR PARTS	070404 160.66	
		I-1300518-00	35 -5862317	EMERGENCY VEH MISC REPAIR PARTS	070404 165.29	
				FUND 35 FLEET MAINTENANCE	TOTAL: 21,942.92	

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FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	CRIPTION	CHECK#	AMOUNT
========					=====			
01-M00629	MUTUAL AS	SSURANCE ADIMIN						
		I-201408	36 -5215315	THIRD PARTY	A W/C	CADMIN	070338	941.68
				FUND	36	WORKER'S COMPENSATION	TOTAL:	941.68

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VENDOR SET: 01
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FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT !	NAME	DESCRIPTION	CHECK#	AMOUNT
01-F0017	0 FIRST NATIO		C C C C C C C C C C C C C C C C C C C				
		I-082014-#137	41 -5865510	LEASE PAYMENT	LEASE PAYMENT ON DURAPA	TCHER 070298	3,378.84
01-G0001	O G & C RENTA	L CENTER, IN					
		I~29266	41 -5210480	CONTINGENCY	CHOP SAW BLADE	070300	179.00
01-L0007	9 LANDPLAN CO	NSULTANTS, I					
		I-INVOICE 2	41 -5652402	TRAILS GRANT	CONSULTANT FEE-BELMONT	TR 070325	6,761.25
01-L0042	8 LOWE'S CRED	IT SERVICES					
		1-02341	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070330	49.21
		I-02595	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070330	130.46
		I-02614	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070330	46.65
		I-02670	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070330	340.11
		I-06362	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070330	145.68
		1-08933	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070331	21.38
		I-08934	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070331	48.98
		1-90002752	41 -5210480	CONTINGENCY	MATERIALS FOR PARKLETS	070331	1,653.40
				FUND	41 CIP FUND	TOTAL:	12,754.96
					REPORT	GRAND TOTAL:	291,327.52

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\*\* G/L ACCOUNT TOTALS \*\*

				=====LIN	E ITEM=====	======GROUP BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET AVAILABLE BUDG
2013-2014	01 -5101202	OPERATING SUPPLIES	90.00	7,000	5,091.61	
	01 ~5213202	OPERATING SUPPLIES	20.00	1,200	756.53	
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	243.43	2,200	2,28	
	01 -5214302	CONSULTANTS	2,378.40	120,000	41,063.39- Y	
	01 -5215202	OPERATING SUPPLIES	22,69	38,500	1,464.23	
	01 ~5215313	ELECTRIC UTILITY	880.97	287,000	39,610.63- Y	
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	152.49	10,000	4,736.33	
	01 -5321202	OPERATING SUPPLIES	2.50	13,300	2,924.99	
	01 -5321207	CLOTHING ALLOWANCE	25.00	47,170	3,614.47	
	01 -5321212	FUEL EXPENSE	33.57	128,342	0.39	
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	7.00	5,500	1,268.35	
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	18.50	2,000	209.06	
	01 -5431207	CLOTHING ALLOWANCE	61.99	26,000	4,059.55	
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	30.66	10,411	0.70	
	01 -5542203	REPAIRS & MAINT SUPPLIES	201.61	57,432	484.73	
	01 -5543203	REPAIRS & MAINT SUPPLIES	114.75	10,000	149,56	
	01 -5544203	REPAIRS & MAINTENANCE SUPP	9.13	5,700	79.36	
	01 -5653213	SAFETY EXPENSE	21.55	24,000	5,069.76	
	01 -5653317	ADVERTISING & PRINTING	183.60	3,400	57.12	
	02 -5216202	OPERATING SUPPLIES	4.79	16,300	6,670.94	
	02 -5267313	ELECTRIC UTILITY	748.84	359,123	89,058.93- Y	
	02 -5866307	CONTRACTED RECYCLE SERVICE	3,870.00	25,500	1,964.55	
	02 -5871202	OPERATING SUPPLIES	13.35	3,000	1,995.24	
	02 -5974206	CHEMICALS	3,262.02	355,764	75,148.41	
	02 ~5974330	DUES & MAINTENANCE	375.00	700	175.00	
	05 -5218313	ELECTRIC UTILITY	183.50	1,400	542.64- Y	
	09 -5864327	SUB TITLE D EXPENSE	13,542.50	80,000	31,719.47	
	20 -5211401	CAPITAL OUTLAY	34,690.00	45,300	16.93	
	27 -5655214	TOURISM EXPENSE	12.00	48,500	4,721.59	
	29 -5324202	OPERATING SUPPLIES	31.40	5,000	4,107.47	
	30 -4-0-626	REIMBURSEMENT F*NON-EXPENS	14,500.00	174,000~	0.00	
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	93.92	17,500	8,426.80	
	33 -5871515	2013 CDBG PROJECT	5,132.00	145,598	349.00	
	35 ~5862203	REPAIRS & MAINTENANCE SUPP	1,291.98	315,700	5,674.15- Y	
	** 2013-2014 YEAR	TOTALS **	82,249.14			
2014-2015	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	21,600	19,600.00	
	01 -5210202	OPERATING SUPPLIES	282.96	2,500	1,700.00	
	01 -5210302	CONSULTANTS/LABOR RELATION	2,344.23	45,000	38,414.77	
	01 -5210330	DUES & SUBSCRIPTIONS	20.00	3,300	1,655.81	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	1,034.25	6,100	4,740.15	
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	271.51	4,200	3,380.49	
	01 -5212308	CONTRACTED SERVICES	64.00	1,150	274.00	
	01 -5212317	ADVERTISING & PRINTING	52.15	2,000	1,500.00	
		·		*	•	

\*\* G/L ACCOUNT TOTALS \*\*

				=======L	INE ITEM======	=====GRO	UP BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	01 -5213330	DUES & SUBSCRIPTIONS	110.00	300	190.00		
	01 -5214302	CONSULTANTS	6,695.00	50,000	19,940.00		
	01 -5215202	OPERATING SUPPLIES	3,578.13	31,500	22,891.65		
	01 -5215302	CONSULTANTS	400.00	25,000	16,000.00		
	01 ~5215308	CONTRACT LIABILITY	1,504.62	31,090	28,090.00		
	01 -5215310	EDUCATION PROJECTS	591.75	3,000	2,408.25		
	01 -5215312	EQUIPMENT RENTALS	3,357.68	21,000	0.00		
	01 -5215313	ELECTRIC UTILITY	1,423.15	294,500	293,076.85		
	01 -5215314	GAS UTILITY	119.10	13,200	13,080.90		
	01 -5215315	TELEPHONE UTILITY	71,43	35,000	28,612.73		
	01 -5215317	POSTAGE	57.00	12,600	7,600.00		
	01 -5215322	LIABILITY INSURANCE/BONDS	100.00	145,000	17,801.32		
	01 -5225349	SOFTWARE MAINTENANCE	1,922.00	75,000	26,084.65		
	01 -5225401	COMPUTER TECHNOLOGY	104.99	15,000	14,293.10		
	01 ~5320202	OPERATING EXPENSE	197.80	3,000	2,303.11		
	01 -5321202	OPERATING SUPPLIES	606.65	15,000	14,007.40		
	01 -5321207	CLOTHING ALLOWANCE	173.19	43,320	28,419.68		
	01 -5321308	CONTRACTED SERVICES	782.13	11,000	8,465.37		
	01 -5321325	FIRING RANGE	273.10	7,500	7,226.90		
	01 -5321332	COMMUNITY SERVICES PROGRAM	1,018.80	7,500	6,292.20		
	01 -5324202	OPERATING SUPPLIES	65.00	1,000	935.00		
	01 -5431202	OPERATING SUPPLIES	1,799.28	12,900	10,003.59		
	01 ~5431203	REPAIRS & MAINT SUPPLIES	215.66	9,900	6,750.00		
	01 -5431204	SMALL TOOLS	137.60	4,100	3,962.40		
	01 -5431207	CLOTHING ALLOWANCE	444.99	18,000	11,655.01		
	01 -5431316	REPAIRS & MAINTENANCE	359.13	8,000	7,590.87		
	01 -5431328	INTERNET SERVICE	124.32	2,270	2,082.73		
	01 -5432202	OPERATING SUPPLIES	2,142.98	24,000	19,657.02		
	01 -5432204	SMALL TOOLS	1,032.52	4,000	2,967.48		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,507.47	47,500	39,754.37		
	01 -5542206	CHEMICALS	2,568.80	17,000	14,431.20		
	01 ~5542308	CONTRACTED SERVICES	175.10	14,400	12,503.90		
	01 -5542316	REPAIRS & MAINTENANCE	995.00	13,000	10,880.00		
	01 -5542328	INTERNET SERVICE	75.96	1,800	1,651.09		
	01 -5543203	REPAIRS & MAINT SUPPLIES	1,924.64	10,000	5,261.86		
	01 ~5544202	OPERATING SUPPLIES	2,101.13	15,800	12,227.12		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	3,560.71	13,500	8,529.95		
	01 -5544308	CONTRACT LABOR	2,353.00	18,000	14,791.00		
	01 ~5547308	CONTRACTED SERVICES	368.01	4,660	220.00		
	01 -5548202	OPERATING SUPPLIES	199.99	1,200	1,000.01		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	4,172.59	42,000	30,079.50		
	01 -5548317	ELEVATOR REPAIR/MAINTENANC	100.00	2,000	1,400.00		
	01 -5548328	INTERNET SERVICE	75.96	912	836.04		
	01 -5652317	ADVERTISING & PRINTING	41.00	2,300	2,100.00		
	01 -5652330	DUES & SUBSCRIPTIONS	520.00	3,500	2,980.00		
				0,000	2,000,00		

\*\* G/L ACCOUNT TOTALS \*\*

				T.1	INE ITEM======	======GRC	DUP BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	01 5650010	ON DOWN THE PROPERTY.	660.00	24 000	17 201 20		
	01 -5653213	SAFETY EXPENSE	669.00	24,000	17,381.20		
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	10,009.53	60,500	48,552.00		
	01 -5865218	STREET REPAIRS & MAINTENAN	1,104.05	261,000	172,450.00		
	01 -5865328	INTERNET SERVICE	75.96	1,920	1,760.16		
	02 -5267313	ELECTRIC UTILITY	189.32	220,785	220,595.68		
	02 -5267314	GAS UTILITY	32,60	8,000	7,967.40		
	02 -5267315	TELEPHONE UTILITY	1,574.50	59,827	53,017.17		
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	11,458.34		
	02 -5864510	LEASE PAYMENTS	8,524.37	51,147	34,098.26		
	02 -5866230	RECYCLING CENTER EXPENSE	100.00	2,300	600.00		
	02 -5871202	OPERATING SUPPLIES	10.19	2,500	2,489.81		
	02 -5973203	REPAIRS & MAINT SUPPLIES	2,421.61	25,000	14,953.69		
	02 -5973206	CHEMICALS	954.80	2,400	1,445.20		
	02 -5973212	FUEL EXPENSE	656.00	15,200	14,544.00		
	02 -5973304	LAB TESTING	384.94	32,100	28,800.00		
	02 -5974328	INTERNET SERVICE	93.50	1,200	1,106.50		
	02 -5975202	OPERATING SUPPLIES	216,75	3,500	2,000.00		
	02 -5975209	UTILITY MAINTENANCE SUPP.	6,755.93	32,500	22,933.39		
	02 -5975218	STREET REPAIRS & MAINTENAN	11,128.52	115,000	68,557.46		
	02 -5975235	WATER MAIN REPAIR	5,088.10	80,000	62,278.00		
	02 -5975328	INTERNET SERVICE	62.95	756	693.05		
	03 ~5876314	GAS UTILITY	29.14	500	470.86		
	03 -5876316	REPAIRS & MAINTENANCE	235.00	4,000	3,765.00		
	08 -5549308	CONTRACT SERVICES	716.72	15,500	14,161.40		
	08 -5549315	TELEPHONE UTILITY	197.44	3,386	3,106.54		
	27 -5655202	OPERATING SUPPLIES	106.90	4,000	3,161.00		
	27 -5655214	TOURISM EXPENSE	50.00	48,000	43,150.00		
	27 -5655318	PRINTING	1,174.00	15,000	13,000.00		
	27 -5655340	OFFICE RENT	558.20	6,700	5,583.60		
	27 -5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	24,750.00		
	27 -5655353	MAIN STREET PROGRAM	1,141.59	12,600	11,458.41		
	27 -5655480	CONTINGENCY	5,788.00	14,728	8,940.00		
	28 ~5654203	REPAIR & MAINT SUPPLIES	678.20	18,846	17,346.00		
	28 -5654210	CONCESSION SUPPLIES	630.68	17,221	13,322.32		
	28 -5654313	ELECTRIC UTILITY	6,727.65	57,000	50,272.35		
	28 -5654316	REPAIRS & MAINTENANCE	712.50	20,000	11,060.25		
	29 -5324308	CONTRACTED SERVICES	33,478.51	65,500	26,346.49		
	29 -5324315	TELEPHONE UTILITY	445.74	59,499	55,984.18		
	29 -5324401	CAPITAL OUTLAY	2,403.33	30,713	28,309.67		
	30 -5211352	MISC PRIDE IN MCALESTER	2,250.00	27,000	24,750.00		
	30 -5211353	MAIN STREET PROGRAM	1,141.58	12,600	11,458.42		
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	22,000.00		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,825.00		
	30 -5652302	CONSULTANTS	1,000.00	130,000	115,000.00		
	30 ~5652331	EMPLOYEE TRAVEL & TRAINING	724.28	17,500	12,350.63		

\*\* G/L ACCOUNT TOTALS \*\*

				======L1	NE ITEM=====	=====GRO	JP BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	32 ~5215214	EXPENSES-DOG PARK	514.48	0	1,421.98- Y		
	32 -5215220	DISC GOLF COURSE EXPENSE	759.45	0	2,277.72- Y		
	33 -5871515	2013 CDBG PROJECT	320.00	0	320.00- Y		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	15,317.37	240,000	199,995.41		
	35 -5862317	EMERGENCY VEHICLES	5,333.57	100,000	69,517.06		
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	600.00		
	41 ~5210480	CONTINGENCY	2,614.87	75,000	68,965.92		
	41 -5652402	TRAILS GRANT PROJECT	6,761.25	0	46,689.25- Y		
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	33,789.32		
	** 2014-2015 YE	AR TOTALS **	209,078.38				

NO ERRORS

<sup>\*\*</sup> END OF REPORT \*\*

8/05/2014 11:35 AM

PACKET: 11854 CLAIMS FOR 08/12/2014

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

VENDOR NAME / I.D. DESC CHECK CHECK DATE TYPE

DISCOUNT

CHECK AMOUNT NO#

CHECK AMOUNT

PAGE: 18

\*\* POSTING PERIOD RECAP \*\*

A / P CHECK REGISTER

FUND	PERIOD	AMOUNT
01	7/2014	9,211.78CR
01	8/2014	64,361.06CR
02	7/2014	2,719.85CR
02	8/2014	44,894.06CR
03	7/2014	29.14CR
03	8/2014	235.00CR
05	7/2014	183,50CR
08	7/2014	197.44CR
08	8/2014	716.72CR
09	8/2014	13,542.50CR
20	7/2014	34,690.00CR
27	7/2014	12.00CR
27	8/2014	11,068.69CR
28	7/2014	6,727.65CR
28	8/2014	2,021.38CR
29	7/2014	2,880.47CR
29	8/2014	33,478.51CR
30	7/2014	93,92CR
30	8/2014	21,898.36CR
32	8/2014	1,273.93CR
33	8/2014	5,452.00CR
35	8/2014	21,942.92CR
36	8/2014	941.68CR
41	8/2014	12,754.96CR

291,327.52CR

ALL



## **Oklahoma Municipal Assurance Group**

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

July 23, 2014

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

Re:

Member

:

City of McAlester

Claimant

**Brandon Kious** 

Date of Loss

06/24/14

Claim No.

138447-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 09-30-14. 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 09-30-14 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

Claims Examiner

Enclosure



## Oklahoma Municipal Assurance Group

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

July 23, 2014

Mr. Brandon Kious 802 W. Madison McAlester, OK 74501

RE: Member

City of McAlester

Claimant

**Brandon Kious** 

Date of Loss

06/24/14

Claim No.

138447-TW

Dear Mr. Kious:

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

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

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

Sincerely,

Tiara Wallace Claims Examiner

cc: City of McAlester

4056571401

Line 1 15:57:42 02-07-2014



## **Oklahoma Municipal Assurance Group**

2/2

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

July 2, 2014

Mr. Brandon Kious 802 W. Madison McAlester, OK 74501

Re: Member

City of McAlester

Claimant : Date of Loss :

Brandon Kious June 24, 2014

Claim Number :

138447-TW

Dear Mr. Kious:

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

Claims Examiner

TW/jp

cc: City of McAlester

## **FAX MESSAGE FROM OMAG**

# Oklahoma Municipal Assurance Group 3650 S. BOULEVARD, EDMOND, OK 73013-5581

PAGE \_ 1 OF \_ 2

Bus: (405) 657-1400

Fax:

(405) 657-1401

DATE:

7/2/14

FAX:

918-421-4971

TO:

City of McAlester

**ATTN: Cora Middleton** 

FROM: OMAG Claims Department

RE:

Acknowledgement Letter

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

<sup>\*\*\*</sup>Please note our new address as well as our new phone and fax numbers\*\*\*

#### **Cora Middleton**

From:

Cora Middleton

Sent:

Wednesday, July 02, 2014 11:43 AM

To:

'claimsdepartment@omag.org'

Subject:

Auto damage claim

Attachments: 07.02.14 B. Kious auto claim, 06.24.14.pdf

#### To Whom It May Concern:

Attached is a completed Notice of Tort Claim for Brandon Kious. This incident allegedly happened on Tuesday, June 24, 2014, in front of TH Rodgers Lumber Company business located on South Main in McAlester. If you need any further information please do not hesitate to contact me at the number listed below.

Thank you,

Cora Middleton, CMC City of McAlester City Clerk P.O. Box 578 McAlester, OK 74502 (918)423-9300 Ext. 4956 NOTICE OF TORT CLAIM
OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT  To the	Nester JUL 0	2 salf 1
4	u are filing this claim against.	7.11
PLEASE PRINT OR TYPE AND SIGN		-
IMPORTANCE NOTICE: The filing of this form with the City Cler indicate in any manner the acceptance of responsibility by the City be filed with the City Clerk within one (1) year from the date investigation. You may expect them to contact you. Failure to fits entirety. Other limitations to your claim may apply (See Oklaho	y of its related entities. Written notice is required by lay of occurrence. It will then be sent to OMAG Claims lile within such time frame may result in the claim being mas Statues Title 51, Section 151-172).	w and shall Dept. for
	ANT(S) SOCIAL SECURITY NO.	-
	ANT(S) DATE OF BIRTH	Parange of the Control of the Contro
1 -11 -11	Continue on another sheet	if needed
1. DATE AND TIME OF INCIDENT (0-24-141) 2. LOCATION OF INCIDENT TH ROSEYS 1420 8 3. DESCRIBE INCIDENT A water main booke after	)a.m. (12)58)p.m. for any information request.	uested)
1 with racks toroid and the line broke again	in planing make and aguel anto my to	2 Filled
It with rocks to grave and the line broke again	or blickebuily book with con As	. Asol
Control copy is is a 1000. Of at RUCKI	District Francisco Contraction	
BODILY INJURY: WAS CLAIMANT INJURED? YES_ Describe injury	NO K If yes, complete this section	
WERE YOU ON THE JOB AT THE TIME OF INJURY	? YESNO If so, please give name, address phone number of compa	
NAME OF DOCTOR OR HOSPITAL	AEDICAL DILLO / I O	No. American de Principal de la Constitución de la
	MEDICAL BILLS (attach Copies) \$ OTHER DAMAGES CLAIMED \$	Married Special Confession and Special Confes
	AL BODILY INJURY \$	
PROPERTY DAMAGE: Proof that you are the owner of the claim will be required.  VEHICLE NAME  NOTE: If damage is to a vehicle, a photocopy of your property of the property and loss of the claim will be required.	Y TYPE F 150 YEAR Cour motor vehicle title is required.	_
PROPERTY DAMAGE (Attacl	h repair bills or two estimates) \$2,655°014	2 50
LIST OTHER DAMAGES CLA	AIMED \$	<u>-,- 10,0</u>
TOTAL PROPERTY	\$ 2, 655,	<u> </u>
5. NAME OF YOUR INSURANCE CO. POLICY NO.	AMOUNT CLAIMED AMOUNT RECI	EIVED
6. The names of any witnesses known to you.		
Stacey Mars		
Warne Address	ess	ber،
Name Addre	ess Phone No	umber
TATE THE EXACT AMOUNT OF COMPENSATION YOU WOU	JLD ACCEPT AS FULL SETTLEMENT ON THIS CL TOTAL CLAIM	
SIGNATURE(S)	DATE	and the same of th

	HIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH ECEIVES THE CLAIM	To inquire about OMAG Claims	Dept. or call	1-800-234-
	n A a	9461; or in Oklah	noma City call 52	5-6624
This N	Notice of Tort Claim was received by	leton		/
(Title)	irther information on this claim contact Doug Do	July	3	, 20/4
For fu	orther information on this claim contact Doug De	amork		
(Title)	Bisk Mgnt. Safet off., by telephone and	1918 14	33-9300	UJ. 493
to this	ollowing reports, statements or other documentation, which s claim, are attached:			•
3	tatement from City of McAlester tenates for repair and City	Safery	Officer.	3
Cs	tomates for repair and C.t.	of Mich	Uestar !	Police.
D	rept. Badio Lag.			
Persor	ns who have knowledge of the circumstances surrounding the Name Title/Positive Title		T-1	
. 7	, managativements		Teleph	-
	Bobby Tues Utility Must.	raenau	(918) 434	-4934
2			45,000 SERVERS STATE OF CONTROL O	and the state of t
3,		Management of the Control of the Con		
4				
				and the second s
Submit	tted by: Wall of the Da	te O	11. 2	20 16
	MI. Made		my a	, 20/7
Title:	AFTER THE PUBLIC ENTITY HAS RECEIVED THIS			
	CLAIM, PLEASE PROVIDE INFORMATION REQUESTED		G Claims Dept.	
	ABOVE AND IMMEDIATELY SEND TO:		) N. Lincoln Blv homa City, OK	

Fax (405) 525-0009

Date: 6/25/2014 11:27 AM

Estimate ID: 10217
Estimate Version: 0
Preliminary
Profile ID: Shop

Drive Train: 5.4L Inj 8 Cyl 4WD

#### **BUCK WILSON FRAME AND BODY INC.**

103 Oklahoma Ave., McAlester, OK 74501 (918) 423-3161 Fax: (918) 423-3416

Email: office@buckwilsoncustoms.com Tax ID: 26-0029861

Damage Assessed By: Shina Hutchings

Deductible: 0.00 Claim Number: 10217

Insured: Brandon Kious

Mitchell Service: 912623

Description: 2002 Ford Pickup F150 XLT

Body Style: 4D PkupCrw

VIN: 1FTRW08L12KC95265

O Search Code: None

OEM/ALT: O

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS.

LEATHER STEERING WHEEL, 4WD OR AWD, FRONT AIR DAM, TINTED GLASS

ANTI-THEFT SYSTEM, AM/FM STEREO CD, FRONT SPLIT BENCH SEAT, KEYLESS ENTRY SYSTEM

POWER DISC BRAKES, STEERING WHEEL MOUNTED CONTROLS, STEP BUMPER

Line	Entry	Labor		Line Item	Part Type/	Dollar	Labor
item	Number	Type	Operation	Description	Part Number	Amount	Units
700000000000000000000000000000000000000		4,000		<u> Hood</u>			
1	200064	BDY	REMOVE/REPLACE	Hood Panel	F65Z 16612 AL	647.00	1.1
2		REF	REFINISH	Hood Outside			C 3.0
3		REF	REFINISH	Add For Hood Underside		(	C 1.5
				Windshield			
4	204396	GLS	REMOVE/REPLACE	W/Shield Glass	DW01256GBN	247.65	2.5 #
5	200552	GLS	REMOVE/REPLACE	W/Shield Weatherstrip	YL3Z 1503110 AA	30.33	INC
6	206019	BDY	REMOVE/REPLACE	W/Shield Adhesive	N.A.	12.00	ř
				_Cab_			•
7	203138	BDY	REPAIR	Cab Roof Panel	Existing		12.0*
8		REF	REFINISH	Cab Roof Panel		(	C 3.1
			•	ADDITIONAL OPERATIONS			
9		REF	ADD'L OPR	Clear Coat			2.4
10	933005	BDY	ADD'L OPR	Restore Corrosion Protection		10.00	t
11	933018	REF	ADD'L OPR	Mask For Overspray		5.00	<b>t</b>
				Additional Costs & Materials			
12			ADD'L COST	Paint/Materials		350.00	٠
13			ADD'L COST	Shop Materials		10.00	•
14			ADD'L COST	Hazardous Waste Disposal		5.00	•

ESTIMATE RECALL NUMBER: 06/25/2014 11:27:07 10217

Mitchell Data Version: OEM: MAY\_14\_V

Software Version:

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Date: 6/25/2014 11:27 AM Estimate ID: 10217

Estimate ID: 10217
Estimate Version: 0
Preliminary
Profile ID: Shop

\* - Judgment Item

# - Labor Note Applies

C - Included in Clear Coat Calc

#### **Estimate Totals**

l.	Labor Subtotals Body Refinish Glass	Units 13.1 10.0 2.5 Taxable L	Rate 48.00 48.00 45.00	Add'l Labor Amount 10.00 5.00 0.00	Sublet Amount 0.00 0.00 0.00			11.	Part Replacement Summary Taxable Parts Sales Tax @ Total Replacement Parts Amount	9.000%	Amount 936.98 84.33 1,021.31
	Labor Summary	25.6				1,236.30					
111.	Additional Costs  Taxable Costs  Non-Taxable Costs  Total Addition  Paint Material Init Rate = 35.	Sales Tax Costs al Costs Method: R		@ • 99.9, Addl	9.000% Rate = 0.00	Amount 360.00 32.40 5.00 397.40		V.	Adjustments Insurance Deductible Customer Responsibility		Amount 0.00 0.00
								1. 11. 111.	Total Labor: Total Replacement Parts: Total Additional Costs: Gross Total:		1,236.30 1,021.31 397.40 2,655.01
							l	IV.	Total Adjustments: Net Total:		0.00 2,655.01

## This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

All our work is guaranteed for as long as you own this vehicle. (Excludes rock chips, scratches and normal wear items, or incidents determined to be unrelated to this claim.)

Thank You.

ESTIMATE RECALL NUMBER: 06/25/2014 11:27:07 10217

Mitchell Data Version: OEM: MAY\_14\_V

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Software Version:

7.1.164

Date: 6/30/2014 11:27 AM

Estimate ID: 15052

Drive Train: 5.4L Inj 8 Cyl 4WD

Estimate Version: 0 **Preliminary** 

Profile ID: MCCULLAR

### **McCullar Motorsports**

900 N. Main, McAlester, OK 74501 (918) 429-0887 Fax: (918) 429-0895

Email: mccullarmotorsports@yahoo.com Tax ID: 94-3423396

Damage Assessed By: Keith McCullar

Deductible: UNKNOWN

route vir N

insured: brandon kious

Telephone: Home Phone:

(918) 329-2494

Mitchell Service: 912623

Description: 2002 Ford Pickup F150 Lariat

Body Style: 4D PkupCrw

VIN: 1FTRW08L12KC95265

OEM/ALT: O

Search Code: None

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW POWER STEERING, CRUISE CONTROL, TILT STEERING COLUMN, LEATHER SEAT

ANTI-LOCK BRAKE SYS., LEATHER STEERING WHEEL, CHROME WHEELS, 4WD OR AWD FRONT AIR DAM, TINTED GLASS, AUTO AIR CONDITION, UNIVERSAL GARAGE DOOR OPENER

ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS

INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, AM/FM STEREO CD

FRONT SPLIT BENCH SEAT, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES

STEERING WHEEL MOUNTED CONTROLS, STEP BUMPER

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
/*************************************				_Hood_	Neuronal problement is the endperior propriet and problement and the endperior distribution of the end of the	AND THE RESERVE OF THE PROPERTY OF THE PROPERT	******************************
1	200064	BDY	REMOVE/REPLACE	Hood Panel	F65Z 16612 AL	647.00	1.1
2		REF	REFINISH	Hood Outside			C 3.0
3		REF	REFINISH	Add For Hood Underside			C 1.5
				<u> Windshield</u>			
4	202785	GLS	REMOVE/REPLACE	W/Shield Glass	DW01256GBN	247.65	2.5 #
				Cab			
5	204939	BDY	REPAIR	Cab Roof Panel	Existing		12.0*#
6		REF	REFINISH	Cab Roof Panel			C 2.9
				ADDITIONAL OPERATIONS			
7		REF	ADD'L OPR	Clear Coat			2.4
				Additional Costs & Materials			
8			ADD'L COST	Paint/Materials		343.00	*
9			ADD'L COST	Hazardous Waste Disposal		5.00	*

<sup>\* -</sup> Judgment Item

# - Labor Note Applies

C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 06/30/2014 11:25:07 15052

Mitchell Data Version: OEM: MAY\_14\_V

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Date: 6/30/2014 11:27 AM

Estimate ID: 15052 Estimate Version: 0

Preliminary

Profile ID: MCCULLAR

#### **Estimate Totals**

i.	Labor Subtotals Body Refinish Glass	Units 13.1 9.8 2.5 Non-Taxa	Rate 48.00 48.00 50.00 ble Labor	Add'l Labor Amount 0.00 0.00 0.00	Sublet Amount 0.00 0.00 0.00	Totals 628.80 470.40 125.00	11.	Part Replacement Summary Taxable Parts Sales Tax @ Total Replacement Parts Amount	9.000%	Amount 894.65 80.52 975.17
	Labor Summary	25.4				1,224.20				
III.	Additional Costs Taxable Costs	s Sales Tax		@	9.000%	Amount 343.00 30.87	IV.	Adjustments Customer Responsibility		Amount 0.00
	Non-Taxable Costs					5.00				
	Total Additional Costs					378.87				
	Paint Material Method: Rates Init Rate = 35.00 , Init Max Hours = 99.9, Addl Rate = 0.00									
							1. 11. 111.	Total Labor: Total Replacement Parts: Total Additional Costs: Gross Total:		1,224.20 975.17 378.87 2,578.24
							IV.	Total Adjustments: Net Total:		0.00 2,578.24

This is a preliminary estimate.

Additional changes to the estimate may be required for the actual repair.

ESTIMATE RECALL NUMBER: 06/30/2014 11:25:07 15052

Mitchell Data Version: OEM: MAY\_14\_V

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Software Version:

7.1.164



#### City of McAlester Safety Office

Date: June 24, 2014

Reference: Property Damage Report Location: TH Rogers 1420 S Main

Damaged Property: 2002 Black Ford F-150 Tag# 100BNQ 2008 Maroon Ford F-150 Tag# B2J32

On June 24, 2014 at approximately 12:58 a water line broke in front of TH Rogers Lumber Co. at 1420 S Main. 2 vehicles parked near the site of the break were damaged due to flying from the site. Stacy Maw from TH Rogers said a customer told him there was a "geyser" shooting up in front of the business. He saw what was happening and told 2 employees to move their vehicles from the area.

I responded to the location at approximately 2:50 pm. At the time of my arrival both vehicles were parked in front of the business.

The first vehicle was owned by Brandon Kious of 802 W Madison McAlester, Ok. His phone number is 918-329-2494. It was a Black Ford F-150 and the tag# was 100BNQ. At the time of the incident this vehicle was on the west side of the fence in front of the business and pointed north. There was at least 2 dozen pieces of gravel of various sizes on the hood and windshield. I noticed 2 cracks in the windshield one of which was about 1 to 1 ½ inches in length. Because of the dust and debris on the hood I was unable to tell how many scratches or dents were on it and how many were there from before the incident. I have no doubt the damage to the windshield was caused by the flying gravel.

The second vehicle was owned by Joshua Parker of 1208 Reynolds Rd in McAlester, Ok. His phone number is 918-707-0247. At the time of the incident this vehicle was on the west side of the fence in front of the business and pointed south. After Mr. Parker had moved his vehicle he took it to go to lunch. I noticed 2 very small chips in the windshield about 1/8 inches in size. Mr. Parker pointed out a few chips in the paint on the hood about 1/8 inches in size. A couple of them wiped off as it turned out they were dirt on the hood. The one chip I saw looked to me as if it was already there. The 2 small chips in the windshield appeared as if they were caused from the gravel thrown from the line breakage.

I took several dozen pictures of the damage and I have them on my computer. I am attaching a few pictures of the damage to this report. I advised both vehicle owners that I would be making a report and turning it over to the City Clerk. Both owners said they would get an estimate on their damage.

Officer Jeremy Orr had arrived prior to my arrival and made out a report since they were trying to call me and I was unavailable at the time. See attached report.

Doug Basinger Safety/Risk Management

# MCALESTER POLICE DEPARTMENT Radio Log Record

CALL INFORMATION

Agency: Call Type: McAlester Police Department

OTHER-SEE NARRATIVE 100

Date / Time: Disposition:

06/24/2014 14:27

HANDLED BY OFFICER

Final Call:

Entered by: Location: GARRETT, MICHELE TH RODGERS AND S MAIN

Tag Number: B2J32

Notes:

JOSH ASST MANAGER SAID THAT THE CITY BLEW A LINE AND IT BLEW CRUSHER RUN UP IN THE AIR AND BUSTED A WINDSHEILD AND DENTED UP A TRUCKS AND THEY ARE NEEDING SOMEONE TO COME AND SPEAK WITH THEM THERE/ TRANSFERED CALLED TO DOUG SAFETY OFFICER AND HE HAD TO LEAVE A MESSAGE // ALSO CALLED THE CELL PHONE NO ONE

**ANSWERED** 

### **CALLER INFORMATION**

Name:

N/A

Phone Number: Location:

(918)423-3980

ASST MANAGER / TH RODGERS

### PARTY INFORMATION

1 ORR, JEREMY (MCALESTER POLICE DEPARTMENT)

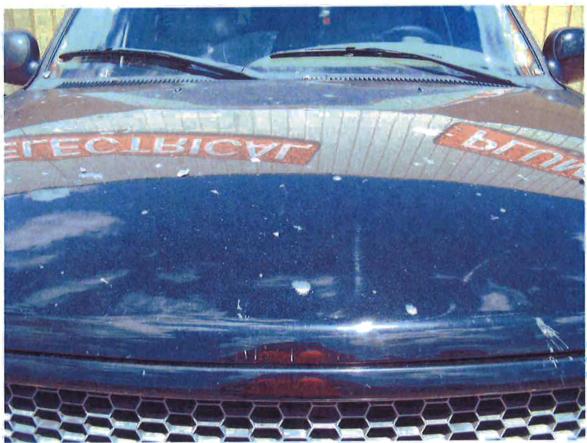
Called: 06/24/2014 14:37 Arrived: 06/24/2014 14:43 Completed: 06/24/2014 15:03

Notes: Unit #1 owner, Joshua Parker ph.#918-707-0247, Red Ford F-150 Tag#B2J32 (Muskogee Nation), received some minor hood damage and possibly a chip in his windshield. Uni#2 owner, Brandon Kious ph.#918-329-2494, Black F-150 Tag#100BNQ, received hood damage and possible windshield crack. Both units were parked next to Main St in front of TH Rogers. The City of McAlester was in the process of repairing a large water line. Another break occured, which caused gravel to be shot up in the air by the water. The gravel came back down causing damage to both vehicles. McAlester safety officer Doug Bassinger responded to the scene as well.















# **Oklahoma Municipal Assurance Group**

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

July 23, 2014

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



Re:

Member

City of McAlester

Claimant

Joshua Parker

Date of Loss

06/24/14

Claim No.

138563-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 09-30-14. 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 09-30-14 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

Claims Examiner

Enclosure



# **Oklahoma Municipal Assurance Group**

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

July 23, 2014

Mr. Joshua Parker 1208 E. Reynolds Rd McAlester, OK 74501

RE: Member

City of McAlester

Claimant :

Joshua Parker

Date of Loss Claim No. 06/24/14 138563-TW

Dear Mr. Parker:

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

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

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

Sincerely,

Tiara Wallace Claims Examiner

cc: City of McAlester

2/2



# **Oklahoma Municipal Assurance Group**

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

July 10, 2014

Mr. Joshua Parker 1208 E. Reynolds Rd. McAlester, OK 74501

Re:

Member

City of McAlester

Claimant

Claim Number

Joshua Parker

Date of Loss

June 24, 2014

138563-TW

Dear Mr. Parker:

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

Sincerely,

Tiara Wallace

Claims Examiner

TW/jp

cc: City of McAlester

# **FAX MESSAGE FROM OMAG**

# Oklahoma Municipal Assurance Group 3650 S. BOULEVARD, EDMOND, OK 73013-5581

PAGE 1 OF 2

Bus: (405) 657-1400

Fax:

(405) 657-1401

DATE:

7/10/14

FAX:

918-421-4971

TO:

City of McAlester

ATTN: Cora Middleton

FROM: OMAG Claims Department

RE:

Acknowledgement Letter

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

<sup>\*\*\*</sup>Please note our new address as well as our new phone and fax numbers\*\*\*

# **Cora Middleton**

From: Cora Middleton

Sent: Thursday, July 03, 2014 4:34 PM

To: 'claimsdepartment@omag.org'

Subject: Auto damage claim

### To Whom It May Concern:

Attached is a completed Notice of Tort Claim for Joshua Parker. This incident allegedly happened on Tuesday, June 24, 2014, in front of TH Rogers Lumber Company business located on South Main in McAlester. This is the second claim coming from this incident. If you need any further information please do not hesitate to contact me at the number listed below.

Thank you,

Cora Middleton, CMC City of McAlester City Clerk P.O. Box 578 McAlester, OK 74502 (918)423-9300 Ext. 4956

OVI AHORAA MUMICIDAL A	NOTICE	OF TORT CLAIM	
A. CLAIMANT REPORT To the	K of M	OUP - MUNICIPAL LIABILITY	HENCHARD
	Public entir	ty you are filing this claim agains	101 0 2 20 4
PLEASE PRINT OR TYPE AND SIGN			W CHEN CLERK'S OFFICE
IMPORTANCE NOTICE: The filing of this indicate in any manner the acceptance of repetition with the City Clerk within one investigation. You may expect them to contract the entirety. Other limitations to your claim	esponsibility by the 1) year from the ontact you. Failur	a city of its teleted entities. Written date of occurrence. It will then be a to file within such time frame man	o in the claim process and does not injutice is required by law and shall e sent to OMAG Claims Dept. for
ADDRESS 1208 E Reynolds Rd 1208 E Reynolds Rd 1208 EREYNOLDS Rd	CL PH	AIMANT(S) SOCIAL SECURITY I AIMANT(S) DATE OF BIRTH ONE: HOME(9/8) 1707 0347	-
1. DATE AND TIME OF INCIDENT (420) 2. LOCATION OF INCIDENT /420 3. DESCRIBE INGIDENT A WATER A LOCAL CONTROL OF LAND CONTROL OF MY STURK A LOCAL WAS ESTIMATED TO MY STURK A LIST ALL PERSONS AND/OR PROPERTY.	S Main M Mary Bjok avel the avel anoll x P) B 2	la.m. (12:58)p.m. for CAllester  CAllester  CALLET Living it to the laster live bruck itself  195,988 Ru Buck hillson	or any information requested)  Le p'ty Employed  Gain Blowing Ebeks  damage to mey
BODILY INJURY: WAS CLAIMANT Describe Injury WERE YOU ON THE JOB AT TH		ESNO If yes, complete t	se give name, address and
NAME OF DOCTOR OR HOSPITA	. A	LL MEDICAL BILLS (attach Copie ST OTHER DAMAGES CLAIMED OTAL BODILY INJURY	\$
PROPERTY DAMAGE: Proof that you are claim will be required.  VEHICLE NAME ROB CIENT NOTE: If damage is to a vehicle, IF NOT A VEHICLE, DESCRIBE PROPERTY OF THE PROPERTY OF TH	Cab Bo	DDY TYPE F   50	VEAD 2008
LIST OTH	ER DAMAGES (	tach repair bills or <u>two</u> estimates CLAIMED	s see Attached
5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
6. The names of any witnesses known to	o you.	•	
Reandon Kills		dress	Phone Number
Name	. Ad	dress	Phone Number
ATE THE EXACT AMOUNT OF COMPENS	SATION YOU W	OULD ACCEPT AS FULL SETTL TOTAL CLAIM	EMENT ON THIS CLAIM.
SKINATURE(S)			
7			DATE

B. THIS SECTION IS FOR USE BY THE PUBL RECEIVES THE CLAIM	IC ENTITY WHICH		s claim you may write to pt. or call 1-800-234-
	1 1	9461; or in Oklahon	na City call 525-6624
This Notice of Tort Claim was received by _	Cora M.	idfletos	
(Title) Clark	, on(	Julen	2, , 20/4
For further information on this claim contact	Dobby.	Ties	•
(Title) Utol. Marth Forenan	, by telephone a	at ( 918 ) 424	1-4936
The following reports, statements or other do to this claim, are attached:	ocumentation, which	n support our unders	tanding of the facts relating
Statemark from Risk	Mant. /2	Safety Office	ver Radio la
Statemant from Risk. From Police Dept an	Q 2 rep	arr Estina	les
Persons who have knowledge of the circumst Name	tances surrounding t Title/Pos		Telephone
1.	-		
2			
3	· Mariella de la constitución de		
4			
			,
	MI		
Submitted by: Of Media	Sletos D	ate	cly 2, 20 /4
Title: The Clark			
AFTER THE PUBLIC ENTITY HAS RECI CLAIM, PLEASE PROVIDE INFORMATI			Claims Dept,
ABOVE AND IMMEDIATELY SEND TO:			Claims Dept, Lincoln Blvd

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

JUN 2 5 2014 MA

# City of McAlester Safety Office

Date: June 24, 2014

Reference: Property Damage Report Location: TH Rogers 1420 S Main

Damaged Property: 2002 Black Ford F-150 Tag# 100BNQ 2008 Maroon Ford F-150 Tag# B2J32

On June 24, 2014 at approximately 12:58 a water line broke in front of TH Rogers Lumber Co. at 1420 S Main. 2 vehicles parked near the site of the break were damaged due to flying from the site. Stacy Maw from TH Rogers said a customer told him there was a "geyser" shooting up in front of the business. He saw what was happening and told 2 employees to move their vehicles from the area.

I responded to the location at approximately 2:50 pm. At the time of my arrival both vehicles were parked in front of the business.

The first vehicle was owned by Brandon Kious of 802 W Madison McAlester, Ok. His phone number is 918-329-2494. It was a Black Ford F-150 and the tag# was 100BNQ. At the time of the incident this vehicle was on the west side of the fence in front of the business and pointed north. There was at least 2 dozen pieces of gravel of various sizes on the hood and windshield. I noticed 2 cracks in the windshield one of which was about 1 to 1 ½ inches in length. Because of the dust and debris on the hood I was unable to tell how many scratches or dents were on it and how many were there from before the incident. I have no doubt the damage to the windshield was caused by the flying gravel.

The second vehicle was owned by Joshua Parker of 1208 Reynolds Rd in McAlester, Ok. His phone number is 918-707-0247. At the time of the incident this vehicle was on the west side of the fence in front of the business and pointed south. After Mr. Parker had moved his vehicle he took it to go to lunch. I noticed 2 very small chips in the windshield about 1/8 inches in size. Mr. Parker pointed out a few chips in the paint on the hood about 1/8 inches in size. A couple of them wiped off as it turned out they were dirt on the hood. The one chip I saw looked to me as if it was already there. The 2 small chips in the windshield appeared as if they were caused from the gravel thrown from the line breakage.

I took several dozen pictures of the damage and I have them on my computer. I am attaching a few pictures of the damage to this report. I advised both vehicle owners that I would be making a report and turning it over to the City Clerk. Both owners said they would get an estimate on their damage.

Officer Jeremy Orr had arrived prior to my arrival and made out a report since they were trying to call me and I was unavailable at the time. See attached report.

Doug Basinger Safety/Risk Management

# MCALESTER POLICE DEPARTMENT Radio Log Record

#### CALL INFORMATION

Agency:

McAlester Police Department

Date / Time:

06/24/2014 14:27

Call Type:

**OTHER-SEE NARRATIVE 100** 

Disposition:

HANDLED BY OFFICER

Final Call:

Entered by: Location:

**GARRETT. MICHELE** 

TH RODGERS AND S MAIN

Notes:

Tag Number: B2J32 JOSH ASST MANAGER SAID THAT THE CITY BLEW A LINE AND IT BLEW CRUSHER RUN UP IN THE AIR AND BUSTED A WINDSHEILD AND DENTED UP A TRUCKS AND THEY ARE NEEDING

SOMEONE TO COME AND SPEAK WITH THEM THERE/ TRANSFERED CALLED TO DOUG SAFETY OFFICER AND HE HAD TO LEAVE A MESSAGE // ALSO CALLED THE CELL PHONE NO ONE

**ANSWERED** 

## CALLER INFORMATION

Name:

N/A

Phone Number: (918)423-3980

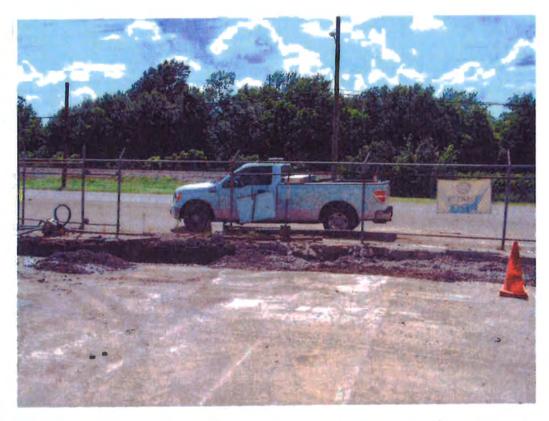
Location:

**ASST MANAGER / TH RODGERS** 

### PARTY INFORMATION

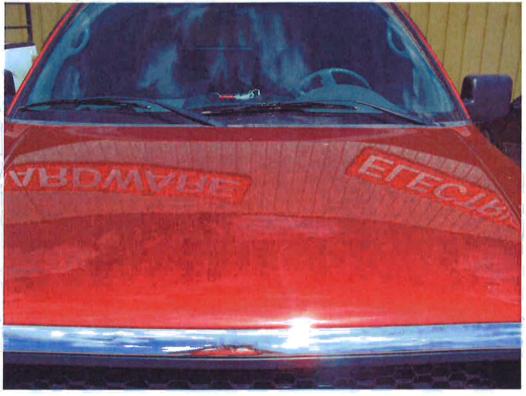
1 ORR, JEREMY (MCALESTER POLICE DEPARTMENT)

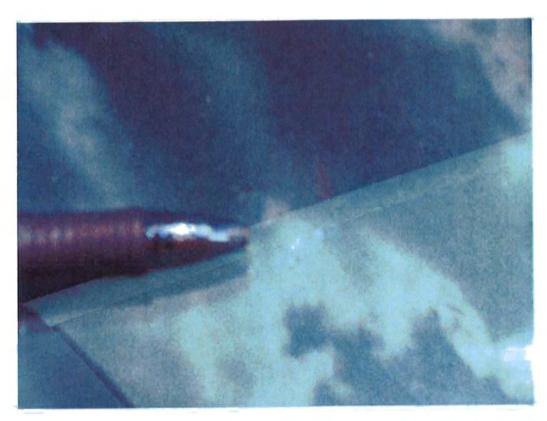
Completed: 06/24/2014 15:03 Arrived: 06/24/2014 14:43 Called: 06/24/2014 14:37 Notes: Unit #1 owner, Joshua Parker ph.#918-707-0247, Red Ford F-150 Tag#B2J32 (Muskogee Nation), received some minor hood damage and possibly a chip in his windshield. Uni#2 owner, Brandon Kious ph.#918-329-2494, Black F-150 Tag#100BNQ, received hood damage and possible windshield crack. Both units were parked next to Main St in front of TH Rogers. The City of McAlester was in the process of repairing a large water line. Another break occured, which caused gravel to be shot up in the air by the water. The gravel came back down causing damage to both vehicles. McAlester safety officer Doug Bassinger responded to the scene as well.

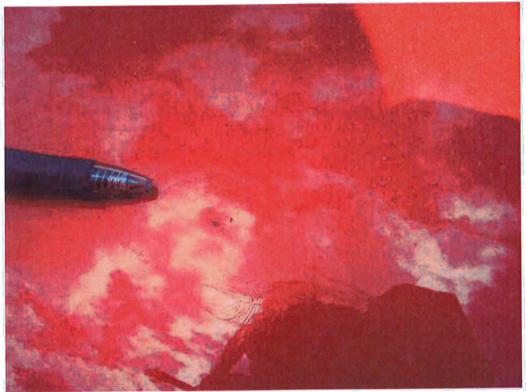












Date: Estimate ID: 6/25/2014 01:09 PM

10218 Estimate Version: 0 Preliminary Profile ID: Shop



# **BUCK WILSON FRAME AND BODY INC.**

103 Oklahoma Ave., McAlester, OK 74501 (918) 423-3161 Fax: (918) 423-3416 Email: office@buckwilsoncustoms.com

Damage Assessed By: Jason Wilson

Deductible: 0.00

10218

Claim Number:

Insured: Joshua Parker

Mitchell Service: 910158

Description:

2008 Ford Pickup F150 XLT

Body Style:

4D PkupCrw 6' Bed 139" WB

VIN:

OEM/ALT: Options:

1FTRW12WX8KC71578 O

Search Code: None

Drive Train:

4.6L Inj 8 Cyl 2WD

PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING

MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS. AUXILIARY INPUT, CHROME WHEELS, FRONT AIR DAM, TINTED GLASS, ANTI-THEFT SYSTEM AUTOMATIC HEADLIGHTS, AM/FM STEREO CD/MP3 PLAYER, FRONT SPLIT BENCH SEAT KEYLESS ENTRY SYSTEM, POWER DISC BRAKES, STEERING WHEEL MOUNTED CONTROLS

Line item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labo Unita	
	:			<u>Hood</u>				
1	000065	BDY	REPAIR	Hood Panel (Alum)	Existing		1.0*	
2		REF	REFINISH	Hood Outside			C 3.0	
				Front Fender		•		
3	002562	REF	REFINISH	L. Fender Outside	**		C 1.8	
4	002995	BDY	REMOVE/REPLACE	L Fender Adhesive Nameplate	5L3Z 16720 EA	37.43	0.2	3
				Windshield			,	
5	005737	GLS	REMOVE/REPLACE	W/Shield Glass	DW01529GBY	504.85	2.5	#
6	004850	BDY	REMOVE/REPLACE	W/Shield Adhesive	N.A.	25.00	*	ű.
7	000676	BDY	REMOVE/REPLACE	Upr VV/Shield Moulding	4L3Z 1503144 AA	33,72	INC	
				<u>Cab</u>				
8	001030	BDY	REPAIR	Cab Roof Panel	Existing		3.0*	#
9		REF	REFINISH	Cab Roof Panel	•		C 2.9	
	*			Front Door				
10	002698	REF	REFINISH	L Frt Door Outside		i	C 2.4	
11	002708	BDY	REMOVE/INSTALL	L Frt Belt Moulding			1.0	#
12	002710	BDY	REMOVE/INSTALL	L Frt Door Mirror			INC :	#
13	002898	BDY	REMOVE/INSTALL	L Frt Otr Door Handie		* . * .	0.3	#
				Additional Operations				3.
14	933021	REF	ADD'L OPR	De-Nib And Finesse			1.0*	
15		REF	ADD'L OPR	Clear Coat		* v	2.5	
16	933005	BDY	ADD'L OPR	Restore Corrosion Protection		10.00	•	
17	933018	REF	ADD'L OPR	Mask For Overspray		5.00	•	
*	•• ,			Additional Costs & Materials	Fig.			
18			ADD'L COST	Paint/Materials		441.00	•	
19			ADD'L COST	Shop Materials		10.00	•	
20	•		ADD'L COST	Hazardous Waste Disposal		5.00	•	

ESTIMATE RECALL NUMBER: 06/25/2014 13:09:33 10218

Mitchell Data Version:

OEM: MAY\_14\_V

Date: 6/25/2014 01:09 PM

Estimate ID: 10218
Estimate Version: 0

Preliminary
Profile ID: Shop

\* - Judgment Item

# - Labor Note Applies

C - Included in Clear Coat Calc

## **Estimate Totals**

•												
i.	Labor Subtotals	Units	Rate	Add'i Labor Amount	Sublet Amount	Totals		11.	Part Replacement Summary			Amount
	Body	5.5	48.00	10.00	0.00	274.00	T		Taxable Parts			601.00
	Refinish	13.6	48.00	5.00	0.00	657.80	Ť		Sales Tax d	9.00	00%	54.09
	Glass	2.5	45.00	0.00	0.00	112.50	Ť					<b>.</b>
		Taxable L	ahor			1,044.30			Total Replacement Parts Amount			655.09
		i ababio E	440.			1,017.00						
	Labor Summary	21.6				1,044.30						
III.	Additional Costs					Amount		IV.	Adjustments			Amount
••••	Taxable Costs					451.00			•			
	Lavania Costs	Sales Tax		<b>@</b>	9.000%	40.59			insurance Deductible			0.00
		Calca I Ex			3.000 A	40.00			Customer Responsibility			0.00
	Non-Taxable (	Costs				5.00			Castomer ( tesperaleuty			0.00
	Total Additions	al Costs				496.59						
	Paint Material Init Rate = 35.0			9.9, Addi R	ate = 0.00							
									Total Labor:			1,044.30
								). ]],	Total Replacement Parts:			655.09
a								111.	Total Additional Costs:			496.59
	×								Gross Total:			2,195.98
								IV.	Total Adjustments:			0.00
									Net Total:			2,195.98
									CIVE EXAMIN			_,,,,,,,,,

# This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

All our work is guaranteed for as long as you own this vehicle. (Excludes rock chips, scratches and normal wear items, or incidents determined to be unrelated to this claim.)

Thank You.

ESTIMATE RECALL NUMBER: 06/25/2014 13:09:33 10218

Mitchell Data Version: OEM: MAY\_14\_V

OEM: MAY\_14\_V 7.1.164

Date: 7/ 2/2014 12:28 PM

Estimate ID: 15068 Estimate Version: 0

**Preliminary** 

Profile ID: MCCULLAR

# **McCuliar Motorsports**

900 N. Main, McAlester, OK 74501 (918) 429-0887 Fax: (918) 429-0895 Email: mccullarmotorsports@yahoo.com Tax ID: 94-3423396

Damage Assessed By: Keith McCullar

Deductible: UNKNOWN

route vir N

Insured: joshua parker

Telephone: Home Phone:

(918) 707-0247

Mitchell Service: 910158

Description: 2008 Ford Pickup F150 XLT

Body Style: 4D PkupCrw 6' Bed 139" WB

Drive Train: 4.6L inj 8 Cyl 2WD

VIN: 1FTRW12WX8KC71578

Search Code: None

OEM/ALT: O

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING

MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS. AUXILIARY INPUT, CHROME WHEELS, FRONT AIR DAM, TINTED GLASS, ANTI-THEFT SYSTEM AUTOMATIC HEADLIGHTS, AM/FM STEREO CD/MP3 PLAYER, FRONT SPLIT BENCH SEAT KEYLESS ENTRY SYSTEM, POWER DISC BRAKES, STEERING WHEEL MOUNTED CONTROLS

Line	Entry	Labor		Line Item	Part Type/	Dollar		Lab Uni		
item	Number	Type	Operation	Description	Part Number	Amount		UIII		
				Front Bumper			_			
1	004947	REF	REFINISH	Frt Upr Bumper Cover			С	2.2		
2	004948	BDY	REMOVE/INSTALL	Frt Upr Bumper Cover				1.4	#	
				<u> Hood</u>			_			
3	002715	REF	REFINISH	Hood Outside			Ç	3.0		
				Front Fender			_			
4	002561	REF	BLEND	R Fender Outside			-	0.9		
5	002562	REF	BLEND	L Fender Outside			C	0.9		
				<u> Windshield</u>		207.20		2.5		
6	005734	GLS	REMOVE/REPLACE	W/Shield Glass	4L3Z 1503100 AA	307.38 20.00		2.0	#	
7	004850	BDY	REMOVE/REPLACE	W/Shield Adhesive	N.A.	20.00	-			
				<u>Cab</u>				~ 0		
8	001030	BDY	REPAIR	Cab Roof Panel	Existing		_	2.0 3.1		
9		REF	REFINISH	Cab Roof Panel			-			
10	004100	BDY	REMOVE/INSTALL	R Roof Drip Moulding				0.4		
11	004101	BDY	REMOVE/INSTALL	L Roof Drip Moulding				0.4		
				Pickup Bed				1.0	44.0	
12	004637	BDY	REPAIR	L Pickup Bed Side Panel	Existing		С	1.0 2.8		
13		REF	REFINISH	L Bed Outer Side Panel			u	2.0		
				Rear Bumper				0.4	ı	
14	002867	BDY	REMOVE/INSTALL	Rear Bumper Assy				U.4		
				ADDITIONAL OPERATIONS				3.1		
15		REF	ADD'L OPR	Clear Coat				J. I		
				Additional Costs & Materials		560.00	*			
16			ADD'L COST	Paint/Materials		500.00				
EST	IMATE RI	ECALL N	JMBER: 07/02/2014 12:	:23:29						
Mite	chell Data	Version:	OEM: MAY_14_V			Page	4	αf	2	
Sof	tware Ver	sion:	7.1.164	Copyright (C) 1994 - 2014 Mitchell International All Rights Reserved		. 486	•	ν.	-	

Date: 7/ 2/2014 12:28 PM

Estimate ID: 15068

Estimate Version: 0

Profile ID: MCCULLAR 5.00 \*

Preliminary

17

ADD'L COST

**Hazardous Waste Disposal** 

\* - Judgment Item

# - Labor Note Applies

C - Included in Clear Coat Calc

# **Estimate Totals**

l.	Labor Subtotals Body Refinish Glass	Units 5.6 16.0 2.5 Non-Taxa	Rate 48.00 48.00 50.00	Add'I Labor Amoun 0.00 0.00	Amount 0.00 0.00	Totals 268.80 768.00 125.00 1,161.80	11.	Part Replacement Summary Taxable Parts Sales Tax @ Total Replacement Parts Amount		Amount 327.38 29.46 356.84
	Labor Summary	24.1				1,161.80				
116.	Additional Costs Taxable Cost	s Sales Tax		@	9.000%	Amount 560.00 50.40	IV.	Adjustments Customer Responsibility		Amount 0.00
	Non-Taxable	Costs				5.00				
	Total Addition	nai Costs				615.40				
	Paint Materia Init Rate = 35			99.9, Add	dl Rate = 0.00					
							I. II. III.	Total Labor: Total Replacement Parts: Total Additional Costs: Gross Total:	,	1,161.80 356.84 615.40 2,134.04
							IV.	Total Adjustments: Net Total:		0.00 2,134.04

This is a preliminary estimate.

Additional changes to the estimate may be required for the actual repair.

ESTIMATE RECALL NUMBER: 07/02/2014 12:23:29 15068

7.1.164

Mitchell Data Version: OEM: MAY\_14\_V

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### **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:

July 18, 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.

OPUBCO Communicati	ions Group	874081029
CREDITOR		TRUST NO.
PO Box 268881 Oklaho MAILING ADDRESS	ma City, OK 73126	
Publication Fees		Invoice: 0002630900140713
ITEM		ITEM NO.
July 13, 2014	CIP #2	\$ 97.75
	PURPOSE	AMOUNT

# AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.



www.NewsOK.com
PO BOX 25125
OKLAHOMA CITY, OK 73125-0125

Main Number: (405) 475-3311 Billing Inquiries: (405) 475-3532 E-Mail Inquiries: credit@opubco.com

BILL TO:

3931 1 MB 0.435 E0158X I0160 D1020761502 P2060131 0001:0001

# <u> Պիտնուգույիակիսիոլիուիոլիաինիիիունիուի</u>

CITY OF MCALESTER ENGINEERING DEPARTMENT PO BOX 578 MCALESTER OK 74502-0578 ADVERTISING INVOICE AND/OR STATEMENT

	OIOE MIND!	<b>~!``</b> `	> 1 / / 1 P= 1 X 1 P= 1 A 1
PAGE	INVOICE NUMB	ER	BILLING DATE
1 of 1	0002630900140	713	07/13/2014
BILLING I	PERIOD	BII	LLED ACCOUNT#
07/07/2014-0	7/13/2014		2630900
ADVERTISER /	CLIENT NAME	ADV	ERTISER/CLIENT#
CITY OF MC		2630900	

TOTAL AMOUNT DUE	TERMS OF PAYMENT
97.75	COURTESY BILLING DUE UPON RECEIPT

\*View invoices, tearsheets, & make payments online anytime. Go to http://myaccount.oklahoman.net\*

DATE	REFERENCE	DESCRIPTION - OTHER COMMENTS/CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	GROSS AMOUNT	NET AMOUNT
07/09	11209513 109023620 1001218576	TEXT:ADVERTISEMENT FOR BIDS (ADDENDUM) THE CITY OF MCALESTER (HEREIN CALLED THE CLASS:7710 CLIENT ID: 2013STREETRECONSTRUC PLACED BY: KIMBERLY KELLY  AMOUNT DUE THIS INVOICE	140 LINES	5	97.75	97.75 97.75
		"DIAL DIRECT" 475-3000 TO PLACE YOUR CLASSIFIED AD				

TO ENSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

OPUBCO Communications Group P.O. Box 25125 Oklahoma City, OK 73125-0125 Main Number: (405) 475-3311 Billing Inquiries: (405) 475-3532 www.Newsok.com

BILLED ACCOU	INT#	BILLED ACCOUNT NAME				
2630900		CITY OF MCALESTER				
ADVERTISER/CL	IENT#	ADVERTISER/CLIENT NAME				
2630900		CITY OF MCALESTER				
BILLING DATE	INVOICE NU	JMBER TERMS OF PAYMENT				
07/13/2014	0002630900	0140713 COURTESY BILLING DUE UPON RECEIPT				
		TOTAL ABIT DUCOS				

TOTAL AMT DUE
97.75

PLEASE INCLUDE YOUR ADVERTISER/CLIENT NUMBER ON ALL CORRESPONDENCE AND CHECKS



REMIT PAYMENTS TO:

BX . ......

0001:0001

OPUBCO COMMUNICATIONS GROUP P.O. BOX 268881 OKLAHOMA CITY, OK 73126-8881

- 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

Date: July 18, 2014	City Manager or Chairman
Date Approved:	
Date Paid:	<del></del>
And a in a local	
Authorized Officer Submit in triplicate:	
1 to Trustee Bank 1 to Authority 1 to City	

#### **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:

August 4, 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.

Lot Maintenance	of Oklahoma, Inc	874081029
CREDITOR		TRUST NO.
909 West 23 <sup>rd</sup> St	reet Tulsa, OK 74107	
MAILING ADD		
Clean and Video	of 2 <sup>nd</sup> ST	Invoice: 033052
ITEM		ITEM NO.
July 25, 2014	CIP #3	\$6,300.00
DATE	PURPOSE	AMOUNT

# AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

- 2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.
- 3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.
- 4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.
- 5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

City Manager or Chairman

Date: August 4, 2014

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority

1 to City

# Lot Maintenance of Oklahoma, Inc.. 909 West 23rd Steet, (74107)

Payment to: Department 1804

Tulsa, OK 74182

USA

Voice: Fax:

(918)446-4111 (918)446-1310

Invoice Date: 7/25/14

Page:

1

B		

C/O ENGINEERING DEPT PO BOX 578 MCALESTER, OK 74502

Customer ID: CITY OF

MCALESTER

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 30 Days		8/24/14

Description LOT MAINTENANCE OF OKLAHOMA, INC		Amount
SERVICE DATE: 7/16/14 & 7/18/14		
SERVICE PERFORMED: CLEAN AND TV		
SERVICE LOCATION: CITY OF MCALESTER		
THE REASON THE INVOICE IS MORE THAN THE ESTIMATE WAS DUE TO THE LARGE AMOUNT OF 6" PIPE THAT WE RAN INTO 6 HRS @ \$200/HR 17 HRS @ \$300/HR		1,200.00 5,100.00
L	Subtotal	6,300.00
	Sales Tax	0.000.00
Check/Credit Memo No:	Total Invoice Amount Payment/Credit Applied	6,300.00
Oneuk/Oreak Wemo No.	TOTAL	6,300.00

### **SCHEDULE "D"**

## FORM OF PAYMENT REQUISITION

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

FROM:

Trustees of The McAlester Public Works Authority

TO:

BancFirst

DATE:

July 30, 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.

Mehlburger Brawl	ey	874081029
CREDITOR		TRUST NO.
7912 E. 31 <sup>st</sup> Court	, Suite 330 Tulsa, OK 74145	
MAILING ADDR		
Professional Servi	ces	Invoice: MC-14-01-03
ITEM		ITEM NO.
Juna 20, 2014	CIP #3	\$33,975.00
June 30, 2014		
DATE	PURPOSE	AMOUNT

# AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

- 2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.
- 3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.
- 4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.
- 5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

	City Manager or Chairman
Date: July 30, 2014	City Manager of Chairman
Date Approved:	
Date Paid:	
Authorized Officer	
Submit in triplicate:	
1 to Trustee Bank	

1 to City



June 30, 2014

John Modzelewski, P.E., City Engineer City of McAlester PO Box 578 McAlester, OK 74502-0578

In Reference To: CIP #3, Second Street from Comanche Ave to Modoc Avenue

Invoice # MC-14-01-03

Dear Mr. Modzelewski:

Please find attached the invoice for Engineering Services for the above referenced project. Please process this invoice for payment at your earliest convenience. If you have any questions please do not hesitate to let us know.

Please mail all payments to Mehlburger Brawley's Tulsa office at the following address:

Mehlburger Brawley 7912 E. 31<sup>st</sup> Court, Suite 330 Tulsa, OK 74145

Sincerely,

Mehlburger Brawley

Robert Vaughan, P.E.

**Branch Manager** 

Enclosure

RV/mj



### **INVOICE SUBMITTED TO:**

June 30, 2014

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

Invoice # MC-14-01-03

In Reference To:

CIP #3, Second Street from Comanche Ave to Modoc Avenue

ENGINEERING - \$158,000.00 70% of \$158,000.00	\$ 110,600.00
SURVEYING - \$8,500.00 100% of \$8,500.00	\$ 8,500.00
GEOTECHNICAL - \$9,500.00 100% of \$9,500.00	\$ 9,500.00
TOTAL SERVICES BILLED TO DATE	\$128,600.00
LESS PREVIOUSLY INVOICED	- \$ 94,625.00
TOTAL DUE THIS INVOICE	\$ 33,975.00

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

Mehlburger Brawley 719 S. George Nigh Expressway McAlester, OK 74501

### **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: <u>July 31, 2014</u>

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.

Mehlburger Brawley	874081029
CREDITOR	TRUST NO.
7912 E. 31 <sup>st</sup> Court, Suite 330 Tulsa, OK 74145	
MAILING ADDRESS	
D C 1 10 1.	Invoice: MC-14-01-04
Professional Services	
ITEM	ITEM NO.
July 31, 2014 CIP #3	\$15,800.00
DATE PURPOSE	AMOUNT

### AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

- 2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.
- That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.
- 4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.
- 5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

	City Manager or Chairman
Date: July 31, 2014	Oily Hamager or Statement
Date Approved:	
Date Paid:	
Authorized Officer	
Submit in triplicate:	
1 to Trustee Bank 1 to Authority	

1 to City



July 31, 2014

John Modzelewski, P.E., City Engineer City of McAlester PO Box 578 McAlester, OK 74502-0578

In Reference To: CIP #3, Second Street from Comanche Ave to Modoc Avenue

Invoice # MC-14-01-04

Dear Mr. Modzelewski:

Please find attached the invoice for Engineering Services for the above referenced project. Please process this invoice for payment at your earliest convenience. If you have any questions please do not hesitate to let us know.

Please mail all payments to Mehlburger Brawley's McAlester office at the following address:

Mehlburger Brawley 719 S. George Nigh Expressway McAlester, OK 74501

Sincerely,

Mehlburger Brawley

Robert Vaughan, P.E.

**Branch Manager** 

Enclosure

RV/mj



### INVOICE SUBMITTED TO:

July 31, 2014

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

Invoice # MC-14-01-04

In Reference To:

CIP #3, Second Street from Comanche Ave to Modoc Avenue

ENGINEERING – \$158,000.00 80% of \$158,000.00	\$ 126,400.00
SURVEYING - \$8,500.00 100% of \$8,500.00	\$ 8,500.00
GEOTECHNICAL - \$9,500.00 100% of \$9,500.00	\$ 9,500.00
TOTAL SERVICES BILLED TO DATE	\$144,400.00
LESS PREVIOUSLY INVOICED	- \$128,600.00
TOTAL DUE THIS INVOICE	\$ 15,800.00

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

Mehlburger Brawley 719 S. George Nigh Expressway McAlester, OK 74501



# Annual Performance Report for the City of McAlester July 2013 – June 2014



# **Board of Directors, Staff, & Committees**

#### **Board of Directors**

Chris Taylor, President
Kristen Lloyd, Vice President
Kathy Crowl, Secretary
Chris Good, Treasurer
Lee Anderson
Gary Bryant
Debra Chase
Nicole Stufflebean
Billy Ray Holt
Brenda Baxter
Carl Gullick

#### **Executive Director**

Lacey Sudderth

#### **Organization Committee**

Ginny Webb, Chair Nicole Stufflebean Helen Forbes

#### **Design Committee**

Vacant, Chair Micky Lloyd Mayor Steve Harrison Chrystie Findahl Regina Peoples

#### **Promotion Committee**

Kristen Lloyd, Chair Kari Herron Taryn Grippando Chris Taylor

# **Economic Restructuring Committee**

Lee Anderson, Chair Rebekah Kelton Carl Gullick



# **Members & Sponsors**

#### Members

Cecelia's Fashions
Diamond Trophy & Engraving
Dottie's Children's Boutique
Interior Resources
Jet Tire

McAlester Chamber of Commerce Panache

Peace of the Rock, Inc.

Plum Sugar

Pride in McAlester

Studio 23 Photography

The Meeting Place

The Weekly Bargain Journal

The Yellow Gazebo

Walter Bethune, CPA

Whispering Meadows Winery

ZR & Co.

Whistle-Stop Bistro

Kariosity Boutique

The Crowed Closet

**Buffalo Gals Antiques** 

Crossroads BBQ

JJ McAlester Antiques

Lucy's Two

Marlan's Back Alley Billiards

McAlester Gamerz and Jordan'z Boardz

**PSO** 

Rockin R Antiques

SOFA Art Gallery

The Nest

The Grand Event Center

The Urban Overlook

Xtreme 10 Nutrition

#### **Platinum Sponsors**

City of McAlester First National Bank Gold Sponsors
The Bank NA

Silver Sponsors
Arvest
BancFirst



# State of the Program

Organization

The Organization Committee exceeded its fundraising goal by \$1,188.

In August, Main Street raised \$866 through Bedlam at the CutureFest raffle. Many thanks to the Pittsburg County Chapter of the OSU Alumni Association, for their generous donations for this fundraiser.

In September, Main Street raised \$1,031 by co-hosting Cruise Night with Big Mac Cruzers.

In October, Main Street assisted with the second annual Wild Color Stampede, a 5K color run to kick off Wild West Festival in Old Town, which raised \$1,537.

Main Street hosted the annual Trick or Treat Party in the Street, a Halloween carnival held in Downtown McAlester. Many families turned out to have fun at Trick or Treat Party in the Street (Nov. 2) despite it being postponed one week due to rain. The event was well-attended and served as both a promotion for Downtown and a fundraiser for Main Street, which raised \$2,232.

In April, Main Street raised \$1600 through Hats, Handbags, and High Fashion Style Show.

Main Street volunteers worked 1,427 hours this year, and have contributed 7,053 hours since 2008.

This year, on-site services by Oklahoma Main Street staff included new executive director training, board member training, an annual program review, two design workshops, one social media workshop, and numerous consultations with local business owners.

Additional funds were raised throughout the year with our Christmas Parade, Coin Drive, and Friends of Main Street.

#### Design

Main Street maintained plants Downtown and added new flowerpots in Old Town. McAlester Main Street hosted a volunteer workday in July to remove damaged Christmas lights from the tops of downtown buildings, pick up litter, and pull weeds in preparation for Crazy Days.

Main Street is providing information to the State Historic Preservation office to complete the applications to list Old Town and Downtown districts on the National Register of Historic Places.

Contractors will soon begin work on the Lead and Asbestos Abatement for the OKLA Theatre project scheduled to be completed this fall.

Main Street continues to seek funding for a master streetscape plan for both districts, while maintaining existing improvements and partnering with the City of McAlester for a mobile Parklet that will be installed before August 16<sup>th</sup>.

#### Promotion

McAlester Main Street hosted or assisted with several successful events this year.

Awareness of McAlester Main Street has increased, and its reputation is improving. This is evidenced by increases in membership, volunteers, and an active social media following. Awareness has been increased through traditional media, social media, events, and other projects.

Crazy Days, an annual retail promotion for Downtown McAlester, was held in August. Crazy Days was a success for downtown businesses. Downtown was filled with shoppers, and the majority of retail businesses stated they enjoyed higher sales figures than they had experienced on Crazy Days in the past two to five years.

In August, Main Street partnered with the McAlester Arts & Humanities Council, the McAlester Chamber of Commerce, Pride in McAlester to host the second annual CultureFest in Downtown McAlester. More than 2,000 people attended. Entertainers and vendors were pleased, and most of them have asked to return next year. Downtown businesses also benefitted from the day's festivities. We look forward to the continued growth of this annual event.

Main Street's annual Christmas parade was postponed one week due to weather, but 45 entries were still able to participate. Entries and spectators reported enjoying the parade very much. The event raised \$1,025 for McAlester Main Street.

Main Street hosted Downtown Holiday Open House on Small Business Saturday. Six stores ran Beat the Clock sales. Results of the promotion varied widely from store to store. Also, Downtown was busier than anticipated on Black Friday.

The Wild West Festival, hosted by Old Town Association, was a success despite the rainy weather. Main Street anticipates the success of the event to multiply and is excited to assist Old Town Association to this end.

In the Spring and Fall, Main Street conducted Catwalk on the Crosswalk as a Facebook promotion. Volunteer models participated in a Downtown photo shoot sporting merchandise from member retailers. Photos with captions explaining where items could be purchased were uploaded each Tuesday morning for 6 weeks. Catwalk in the Crosswalk was in the top three for Outstanding Image Promotion at the Oklahoma Main Street Awards Banquet.

McAlester Main Street had booths at the Junk Hippy Roadshow and at Main Street Day at the Capitol to distribute information about McAlester, specifically Old Town and Downtown. Both booths were busy, and the Junk Hippy Roadshow successfully drove traffic to Old Town and Downtown.

McAlester Main Street plans to add more events for Old Town and Downtown to the calendar in the future. Also, Main Street printed and distributed a retail shopping and dining guide to benefit both districts.

Board members are currently completing the application process for wayfinding signage.

#### **Economic Restructuring**

Main Street continues to seek funding for a retail incubation program. So far, pledges of \$5,100 are in place, and \$4,900 is needed.

Economic Restructuring projects include business recruitment and the pursuit of upstairs housing and a retail incubation program. The Economic Restructuring committee is poised to begin recruiting efforts after having created a database of properties within the districts and recruitment materials over the past year.

In April, McAlester Main Street organized a field trip to tour upstairs housing in Downtown Siloam Springs, Arkansas. Main Street retained Ron Drake, a contactor turned consultant who developed housing in Siloam Springs, who visited McAlester regarding the development of mixed-use zoning in Old Town and Downtown. Drake gave three presentations and visited with several property owners. A draft of a mixed-use ordinance is being edited, and the development of lofts or apartments in at least four properties is expected as soon as an ordinance is passed.

**Total Private Sector Reinvestment:** \$631,500 (\$4,947,289 since 2008) (includes property purchases and improvements)

**Total Business Openings, Expansions, and Relocations:** 10 (110 since 2008)

Net Gain in Business Openings, Expansions & Relocations: 0 (52 since 2008)

Net Gain in Jobs Created: 0 (192 since 2008)

The above fi.gures are approximate, because not all business and property owners provide information to McAlester Main Street.



# Objectives & Tactics Fiscal Year 2014-2015

#### Design

Seek funding for a master streetscape plan.

#### **Economic Restructuring**

Seek funding to implement the retail incubator plan.

#### Organization

Execute a membership and sponsorship drive, especially in December and January, to generate \$13,000.

Plan and execute fundraisers to generate \$8,000, including Trick or Treat Party in the Street and the Wild Color Stampede in October.

#### **Promotion**

Install wayfinding signage for Old Town and Downtown McAlester.

Host Crazy Days in August.

Co-host CultureFest in August.

Host the Christmas parade in December.

# McAlester Main Street **Budget to Actual** Quarter Ending 6-30-14 Numbers of Months included:

12

	Annual Budget		YTED ISTURBLE	YIID Actual		Difference
Revenue						
City of McAlester	\$25,200.00	41.51%	\$25,200.00	\$25,433.33	43.27%	\$233.33
Membership	\$13,000.00	21.42%	\$13,000.00	\$9,630.35	16.39%	(\$3,369.65)
Fund Raising	\$8,000.00	13.18%	\$8,000.00	\$9,188.00	15.63%	\$1,188.00
Like Kind (rent & accounting)	\$14,504.00	23.89%	\$14,504.00	\$14,503.92	24.68%	
Total Revenue	\$60,704.00		\$60,704.00	\$58,774.78		(\$1,929.22)
Salary and Wages			code Solve i spoljenjice kite kao ma o obile dne ma do operane metanost danos	nadaussien aus meerineesta ay kakadasabriisa oo ka 5.598/bii ka k		The constitution making of the took without
Base Salary	\$22,000.00		\$22,000.00	\$23,463.43		(\$1,463.43)
Taxes	\$3,003.00		\$3,003.00	\$2,953.66		\$49.34
Insurance	\$0.00		\$0.00	\$0.00		\$0.00
Total	\$25,003.00		\$25,003.00	\$26,417.09		a file i w
Office Expenses						
Rent (like kind)	\$8,000.00		\$8,000.00	\$7,999.92		
Utilities (included in rent)	\$0.00		\$0.00	\$0.00		
Equipment	\$250.00		\$250.00	\$185.00		\$65.00
Office Supplies	\$600.00		\$600.00	\$536.98		\$63.02
Telephone / Internet/ web host / cell	\$1,965.00		\$1,965.00	\$1,710.95		\$254.05
Car Allowance	\$1.800.00		\$1,800.00	\$1,200.00		\$600.00
Contingency	\$400.00		\$400.00	\$282.00		\$118.00
Accounting Services (like kind)	\$6,504.00		\$6,504.00	\$5,962.00		
Total	\$19,519.00		\$19,519.00	\$17,876.85		
Professional Development	<i>Ψ,ο,ο,ο,ο</i> σ		ψ10,010,00	<b>V</b> 11,010.00		
Conference / Travel	\$4,000.00		\$4,000.00	\$3,330.63		\$669.37
Training Materials	\$100.00		\$100.00	\$0.00		\$100.00
Total	\$4,100.00		\$4,100.00	\$3,330.63		Ψ100.00
· · · · · · · · · · · · · · · · · · ·	φ4,100.00		φ4,100.00	\$3,330.03		1 N - 1924 - QN 18 242-
Other Expenses	\$2,000.00		\$2,000.00	\$36.93		\$1,963.07
Printing & Publications	\$2,000.00		\$2,000.00	\$1,518.10		\$1,903.07 (\$1,318.10)
Promotion & Advertising	PAGE OF SECURITY STATES OF SECURITY SANDERS OF SECURITY S					
Postage	\$600.00		\$600.00	\$149.46		\$450.54
Choctaw Parking Lot (Farmers' Market)	\$500.00		\$500.00	\$0.00		\$500.00
Other Expenses	\$400.00		\$400.00	\$1,909.87		(\$1,509.87)
Total	\$3,700.00		\$3,700.00	\$3,61 <i>4</i> .36		
Committee Expenses						
Executive Committee	\$200.00		\$200.00	\$206.85		(\$6.85)
Fundraising/Membership	\$1,500.00		\$1,500.00	\$1,537.85		(\$37.85)
Promotion	\$2,000.00		\$2,000.00	\$2,152.17		(\$152.17)
Design	\$1,500.00		\$1,500.00	\$2,005.94		(\$505.94)
Economic Restructuring	\$3,182.00		\$3,182.00	\$2,302.56		\$879.44
Total	\$8,382.00		\$8,382.00	\$8,267.46		
Total Expenses	\$60,704.00		\$60,704.00	\$59,506.39		\$1,197.61

# McAlester Main Street Budget FY 2014-15

	Gash	In Kind
Salary and Wages		
Base Salary	<b>25,200</b>	
Taxes	3,418	
Office Expenses		
Rent & Utilities	2,195	
Equipment	200	
Office Supplies	5(0)0	
Telephone/Internet	1,000	
Car Allowance	120	
Contigency	250	
Accounting Services		5,5745
Professional Development		
Conference/Travel	3 500	
Other Expenses		
Printing/Publications	700	
Promotion/Advertising	2.000	
CultureFest	1.500	
Postage	200	
Insurance	(1.7)(1)	
Membership Dues	2550	
Other Expenses	205	
Committee Expenses		
Executive Committee	250	
Fundraising/Membership	1,7200	
Promotion	1500	
Design	1.000	
Economic Restructuring	1,000	Reset I
Total Expenses	50,398	5,575
Revenue		
City of McAlester	27,895	
Membership	F (2) ((())	
Fundraising	3,000	
	50,398	5 (575
	Total Budget % City funded	<b>55,973</b> 48.95



# AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES

This Agreement for Application Hosting and Technology Support Services (hereinafter the "Agreement") is entered into by and between McAlester Public Works Authority with offices located at 607 Village Blvd. McAlester, OK 74501 (hereinafter "Customer"), and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "Xerox"), referred to individually as Party and collectively as Parties.

#### 1.0 BACKGROUND AND OBJECTIVES

This Agreement is entered into in connection with Customer's decision to engage Xerox to provide certain information technology hosting and support services related to Customer's business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between Xerox and Customer.

#### 2.0 TERM

The term of this Agreement (the "Term") will be for 5 years, from 8/1/2014 to 7/31/2019, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

#### 3.0 SERVICES

Xerox shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

#### 4.0 SUPPLEMENTAL SERVICES

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. Xerox will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by Xerox and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA"). Xerox will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

#### 5.0 CONFIDENTIALITY

#### 5.1 Customer Confidential Information

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), Xerox will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Xerox which Xerox regards as confidential. However, Xerox shall not be required to



keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Xerox's possession; (iii) is independently developed by Xerox outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of its services hereunder.

#### 5.2 Xerox Confidential Information

Customer agrees that Xerox's methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Customer, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

#### 5.3 Use of Confidential Information

Xerox and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Xerox permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

#### 6.0 INTELLECTUAL PROPERTY RIGHTS

#### 6.1 Customer Content

All data created or transmitted by Customer and stored on Xerox servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Xerox shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the Xerox Software, Xerox shall treat Customer Data as Customer Confidential Information. Xerox will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

#### 6.2 Proprietary Rights of Xerox

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Xerox or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by Xerox to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other



proprietary rights inherent therein and appurtenant thereto (collectively "Xerox Materials") shall remain the sole and exclusive property of Xerox or its suppliers. Customer acknowledges and agrees that Xerox is in the business of designing and hosting Web-based applications and Xerox shall have the right to provide services to third parties which are the same or similar to the Services and to use any Xerox Materials providing such services.

#### 6.3 License Grant

Xerox grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the Xerox Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the Xerox Materials beyond the term of this Agreement. Customer grants Xerox the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

#### 7.0 INSURANCE; RISK OF LOSS

# 7.1 Required Insurance Coverage

Throughout the Term, Xerox shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

- 1. Workers' Compensation Insurance: As required by law.
- 2. Commercial General Liability Insurance: with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Upon request Xerox will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, Xerox shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

#### 7.2 Risk of Loss

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

#### 8.0 CHARGES

#### 8.1 Charges

Subject to the other provisions of this Agreement, Customer will pay to Xerox the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized SSA may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.

#### 8.2 Taxes

- (a) Xerox will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Xerox in connection with the Services if applicable.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

#### 9.0 INVOICES AND PAYMENT

#### 9.1 Invoices and Payment

Xerox will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar year. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

McAlester Public Works Authority PO Box 578 McAlester, OK 74502

Attn: IT James Stanford

#### 10.0 WARRANTIES

#### 10.1 Xerox Warranties

Xerox warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, Xerox DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR



WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

#### 10.2 Disclaimed Warranties

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, Xerox shall perform regular daily backup of all Customer Data. Xerox shall use commercially reasonable efforts to recover any lost or corrupted data resulting from Xerox negligence. Should Xerox be unable to recover such lost or corrupted data, Xerox' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

#### 10.3 Customer Warranties

Customer warrants, represent and covenants to Xerox that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

#### 11.0 INDEMNIFICATION

Xerox will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, contractors or agents in connection with the performance of the Services.

Xerox will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

#### 12.0 LIMITATION OF LIABILITY



#### 12.1 Limit on Types of Damages Recoverable

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 12.2 Limit on Amount of Direct Damages Recoverable

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

#### 12.3 Force Majeure

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

#### 12.4 Actions of Other Party or Third Parties

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

#### 13.0 TERMINATION



#### 13.1 Termination for Cause

- Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by Xerox that is not cured by Xerox within thirty (30) days of the date on which Xerox receives Customer's written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided Xerox has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of the termination and the termination date.
- (b) Xerox will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Xerox, and Customer fails to cure such failure within sixty (60) days after receipt from Xerox of written notice from Xerox.

#### 13.2 Effect of Termination

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

# 14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES

#### 14.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oklahoma.

#### 14.2 Jurisdiction and Venue

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of Oklahoma and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

#### 14.3 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

#### 15.0 MISCELLANEOUS



#### 15.1 Customer Provided Resources and Technical Working Environment

Customer shall provide Xerox resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

#### 15.2 Binding Nature and Assignment

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

#### 15.3 Amendment and Waiver

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

#### 15.4 Further Assurances; Consents and Approvals

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

#### 15.5 Severability

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

#### 15.6 Entire Agreement

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements,



understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

#### 15.7 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to specify by notice delivered in the foregoing manner):

If to Customer, to:

McAlester Public Works Authority 607 Village Blvd. McAlester, OK 74501

Attn: Brett Brewer

If to Xerox, to:

Xerox Government Systems, LLC. 2900 100<sup>th</sup> Street, Suite 309 Urbandale, IA 50322

Attn: Accounts Manager

#### 15.8 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

# 15.9 Independent Contractors & Use of Subcontractors

Xerox will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute Xerox and Customer as partners, joint ventures, or principal and agent. Xerox has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. Xerox has the right to use, if appropriate, qualified third party vendors.

#### 15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

McAlester Public Works Authority	XEROX GOVERNMENT SYSTEMS, LLC	
Ву:	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	



# Exhibit A Statement of Work

This Statement of Work describes the application hosting services that Xerox will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and Xerox may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

# 1.0 Application Software and Related Services

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

#### 1.1 FIREHOUSE Software Application

Xerox will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above. Pricing established in Exhibit B includes professional service to convert the existing customer FIREHOUSE Software data to the cloud environment.

#### 1.2 Key Assumptions Concerning Software

- Xerox Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 7:00 pm (CST), Monday through Friday (except Xerox holidays) via a toll-free support number.
- Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to a Xerox Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by Xerox to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at Xerox' discretion in accordance with Xerox' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the Xerox FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by Xerox as long as they can reasonably be integrated into the base system architecture. At Xerox' discretion, if the requirements are such that they cause major

modification to either data structure or the systems base process flow architecture, then Xerox will inform the Customer of options, which may include additional cost, over and above the costs associated with this agreement.

- XEROX data center personnel will physically handle and coordinate all software upgrades for any Xerox directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, Xerox may utilize third party application software in conjunction with its own Xerox created software. In these instances, Xerox will inform the Customer of this third party relationship. Xerox will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, Xerox shall have no responsibility for
  the correctness, performance or underlying program code relating to third party software (not
  developed by Xerox) used in connection with the Services. However, the Xerox Account
  Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s
  when problems or concerns arise.

# 2.0 Hardware & Systems Accessibility

# Xerox Owned Equipment & Software

- Customer understands that all software applications identified in Section 3 above will be hosted on Xerox-owned remote data center computers. Xerox will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by Xerox data center operations staff on Xerox controlled network links as needed. Xerox is not responsible for network performance on network segments outside of Xerox control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to Xerox data center, it will be properly maintained by Xerox. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of Xerox.
- Customer will provide a safe, secure, and adequate environment to house necessary Xerox owned equipment. Customer will inform Xerox if/when these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox owned equipment if/when it is deemed not operating properly. Xerox owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of Xerox being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part
  of this Agreement. The equipment and software will be owned by Xerox, but will be located at
  a Customer facility. Customer will be responsible for the risk of loss or damage to the
  equipment and software located at its facility for as long as such equipment and software is



within its care, custody or control. Xerox will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. Xerox will also be responsible for all shipment costs (both at the time of installation and at the time of retrieval). Xerox will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION

MODEL

**QUANTITY MAINTENANCE** 

Not Applicable

# **Customer Owned Equipment**

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by Xerox and Customer that the Xerox services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with Xerox equipment or communication infrastructure, must be reviewed and approved by Xerox. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit Xerox ability to provide the services of this Agreement, Xerox will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

#### 3.0 Customer Data

- All data collected on tape or hard copy, or residing on Xerox data center computers supplied by Customer to be utilized by Xerox in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- Once per calendar year or upon expiration or termination of this Agreement, Xerox will upon
  written request of Customer return to Customer all Customer Data in a MS SQL Server
  database in MDF format. Any additional conversion of Customer Data to MS SQL Server
  database in MDF format shall be provided for the additional cost set forth in Exhibit B,

Applicable Charges, under "Data Transfer." Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this Agreement.

- All Customer data located on Xerox computers in Xerox Data Center/s will be backed up
  routinely, professionally and daily and stored in secure off-site locations; retrievable by Xerox
  for Customer for any contingencies.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

#### 4.0 Professional Support Services

- Xerox Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under 1 hour.
- All monitoring of the XeroxWide Area Network communications environment and continuous operations, Xerox remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of Xerox.
- There will be no on-site visits by Xerox staff on Customer locations. Should Customer request such visits for any reason, Xerox will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of Xerox provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

#### 5.0 Customer Responsibilities

While Xerox will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the Xerox Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the Xerox support team with regard to the specific software applications and functions related to the Xerox services.



- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.
- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of Xerox WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the Xerox owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any Xerox owned items or permit them to be moved from the original installation address without Xerox' prior written consent. Upon the request of Xerox, Customer shall make the materials available to Xerox during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to Xerox for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to Xerox' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to Xerox in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to Xerox at its address set forth herein or at such other address within the United States as directed by Xerox.
- Customer shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of Xerox and subject to such conditions as Xerox may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.



# Exhibit B Applicable Charges

# 1.0 Based Yearly Fee

Customer shall pay  $\tilde{X}$ erox an annual fee as outlined below for 5 years for services starting on 8/1/2014 and ending on 7/31/2019. Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

# Payment Schedule:

	Yearly Fee
Year 1	\$1,899.00
Year 2	\$1,899.00
Year 3	\$1,899.00
Year 4	\$1,899.00
Year 5	\$1,899.00

# **Modules and Concurrent Users**

The following Firehouse Modules and licenses will be available to the customer:

MODULES	Yes or No	# of Licenses
Incident Module	Yes	2
EMS Module	Yes	2
Staff, Training and Certifications	Yes	2
Occupancy Management	Yes	22
Inventory Management	Yes	2
Hydrant Module	Yes	2
•		
Staff Scheduling	No	0
Accounts Receivable	No	0
Sketch	No	0
Analytics	No	0
CAD Monitor - Vendor	No	N/A
VPN connection required for CAD data	No	N/A
transfers	110	IV/A
Local Data Transfer	No	N/A
Archived Database	No	N/A



#### 2.0 Other Xerox Services

Services provided to Customer by Xerox, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current Xerox labor rate during the Term. The Xerox Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement.

#### **Pricing Assumptions:**

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for Xerox staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of Xerox.
- Any other "expenses" that fall outside the deliverables of this Agreement will be the responsibility of Customer. The Xerox Account Manager will establish an approval process by Customer prior to incurring the expense.

# CAMPUS POLICE AGREEMENT BETWEEN THE BOARD OF EDUCATION FOR THE McALESTER SCHOOL DISTRICT AND THE CITY OF McALESTER

THIS AGREEMENT made and entered into on this 14<sup>th</sup> day of July, 2014, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

WHEREAS, District owns, leases and rents property within the city limits of City hereinafter referred to as "District's property"; and,

WHEREAS, District and City have duly established and authorized police departments for the purpose of providing police protection for property and persons within each of its own jurisdictional areas; and,

WHEREAS, 74 O.S. 1991 §360.15 et seq. authorizes an agreement between City and District for the purpose of delineating responsibilities between the two police departments, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise authority and jurisdiction within areas of municipal police jurisdiction.

NOW, THEREFORE, District and City agree as follows:

- 1. The McAlester Campus Police Department, hereinafter referred to as "Campus Police Department", and its duly commissioned and certified officers, while on duty, shall have the authority to enforce any criminal statutes and McAlester municipal ordinances in response to observed violations thereof on all streets, highways, roads, alleys, easements, and other public ways or public areas which are within the incorporated boundaries of the City of McAlester.
- 2. The McAlester Campus Police Department and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers within the police jurisdiction of McAlester in the following situations:
  - a. When necessary to complete any enforcement activities which began on District's property or property abutting thereto; and
  - b. When reasonably related to the activities of the Campus Police Officers on District's property or the investigation of incidents occurring on District's property.

- 3. The Chief of the McAlester Campus Police Department and the Chief of the McAlester Police Department shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.
- 4. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statues in Peace Officers, except the service and execution of civil summons, and includes, but is not limited to, making of arrests, issuing of citations, the conduction of criminal investigations, and traffic accident investigations.
- 5. The jurisdiction of the Campus Police Department in the situations as set forth in paragraph one (1) and two (2) is concurrent with the jurisdiction of the McAlester Police Department. As used herein, concurrent jurisdiction denotes the authority shared by the two police departments at the same time, or the same subject matter, and within the same territory. Provided, the performance of duties within the area of concurrent police jurisdiction by Campus Police Department personnel shall be subject to review by the Chief of the McAlester Police Department and the right to continue such performance may be revoked by said Chief of Police with written notice thereof to the Chief of the Campus Police Department.
- The Campus Police Department will have the primary responsibility of law enforcement, patrolling, crime investigation, and traffic control on District's property.
- 7. In all other areas within City's police jurisdiction, including the areas wherein the Campus Police Department and the McAlester Police Department have by this agreement concurrent jurisdiction, the Police Department of the City will have the primary responsibility for law enforcements, patrolling, criminal investigation, call response, traffic accident investigation, and traffic control.
- 8. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement, but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between each party and the other party's police department, their officers, employees, or agents, nor between each party's police department and the other party's police department, officer, employees, or agents.
- The Campus Police Department shall follow the standard operating procedures of the McAlester Police Department and the McAlester Municipal Court in filing any municipal charges or issuing and filing any

traffic citation with the City. The Campus Police Department shall be responsible for the attendance of its officers at all Court hearings required for prosecution of offenses in which the Campus Police Department was involved. The Campus Police Department shall be responsible for any compensation or witness fees for its officers.

This Agreement is of indefinite duration and may be terminated 10. immediately by either party upon written notice to the other party.

uties have set their hand and seals this 14<sup>th</sup> day

IN WITNESS WHEREOF, the pof July, 2014.	parties have set their hand and seals this 14° da
ATTEST: A Landson	INDEPENDENT SCHOOL DISTRICT NO. 80 OF PITTSBURG COUNTY, OKLAHOMA  Wand  President
	THE CITY OF MCALESTER, OKLAHOMA, A municipal corporation
	Mayor
ATTEST:	
Clerk	



July 31, 2014

Tracy Parrott

McAlester, Oklahoma 74501

Re: Lease on Tourism Office 119 East Choctaw

Dear Mr. Parrott:

Please accept this letter as written notice that the City of McAlester will continue to lease the above referenced office space for a period of one year beginning July 1, 2014 thru June 30, 2015 per the terms of the original lease dated March 1, 2014.

Respectfully,

Steve Harrison Mayor City of McAlester

# **LEASE**

This lease is made and entered into this 14th day of January, 2014, between Tracy Parrott, a single person, and Bill Parrott and Ann Parrott, Co-Trustees of the Parrott Family Trust, hereinafter, referred to as "Lessor" and the City of McAlester, Oklahoma, a municipal corporation, hereinafter referred to as "Lessee".

Whereas Lessor is the owner of and in possession of the following described property, towit:

Office OPTION #1, as shown on
Exhibit "A" attached hereto, located at
119 East Choctaw Street in McAlester, Oklahoma.

and agrees to lease the above described property to Lessee under the following terms and conditions.

This lease shall be for a term of one [1] year beginning March 1, 2014, and ending June 30, 2014. It is the intention of the Lessee to lease the premises from year to year. Lessee agrees to give written notice to Lessor not less than 90 days before the end of the leased term of Lessee's Intention to Lease or Not Lease the property for the succeeding year.

Lessee shall pay the Lessor as rent for use of the above described property the sum of \$558.20 detailed as follows:

20' x 14' [280 sq ft x \$1.59] office space \$ 445.20 Portion of Shared Storage Area [50% of (10x14=140 sq ft) 70 x \$1.59] \$ 113.00

with the first payment due on March 1, 2014, and a like sum on the first day of each month thereafter during the term of this lease.

As part of the consideration for this lease, Lessee agrees to do the following:

- A. Maintain the rented area on a daily basis.
- B. Pay for all damages caused to leased premises by Lessee's employees or by Lessee's operations on the leased premises.
- C. The City will maintain a rental insurance policy.

Lessor agrees to do the following:

- A. Pay electric and water utility bills.
- B. Maintain the common hallways and restroom area/s.

The Lessee shall have the right, so long as this lease is in force and effect, to use the conference room located on the premises. To reserve the use of the conference room, Lessee shall notify Lessor of the time and date that Lessee wants to use the conference room.

In the event Lessee defaults on the monthly lease payment and remains in default for a period of thirty [30] days, Lessor shall have the right to re-enter and take possession of the leased property and declare this lease as null and void.

This lease cannot be assigned or sublet by Lessee without the written consent of Lessor.

This lease agreement shall be binding upon the heirs, successors and assigns of both parties.

In Witness Whereof we set our hands the date set forth above.

**Family Trust** 

	LESSOR:	LESSEE:
		Suntan
Nagga	Tracy Parrott	City of McAlester
	BUT	
·	Bill Parrott, Co-Trustee	
	ann Parsott	
	Ann Parrott, Co-Trustee	
	Co-Trustees of the Parrott	



#### COMMUNICATIONS, LLC

New Systems • Repairs, Moves, and Additions to Existing Systems Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

# **EQUIPMENT MAINTENANCE AGREEMENT**

# BizTel Communications, LLC

Customer

906 E Wyandotte McAlester, Ok. 74501 918-429-0000 City of McAlester 28 E. Washington McAlester, Ok. 74501

#### AGREEMENT SCHEDULE

**Equipment Location** 

McAlester City Hall 28 E Washington McAlester, Ok. 74501

#### **Equipment Covered**

Samsung iDCS Digital and Analog Telephone Sets

Note – Items not covered include speaker phones, headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2014 through 6/30/2015

Fixed Yearly Rate - \$ 1950.00

BizTel Communications, LLC	CUSTOMER
Ву	Ву
Date	Date
	Name and Title

# **Equipment Maintenance Agreement**

#### A. Coverage

BizTel Communications, LLC, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

- 1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
- 2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

#### B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

#### C. Miscellaneous

- 1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately on in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
- 2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
- 3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
- 4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



#### COMMUNICATIONS, LLC

New Systems • Repairs, Moves, and Additions to Existing Systems Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

#### **EQUIPMENT MAINTENANCE AGREEMENT**

# **BizTel Communications, LLC**

#### Customer

906 E Wyandotte McAlester, Ok. 74501 918-429-0000 City of McAlester 28 E. Washington McAlester, Ok. 74501

# AGREEMENT SCHEDULE Non-System Service Contract Coverage

City Hall – Main Fire Dept – Police Dept, South Fire Station, North Fire Station, Airport, Landfill, Cemetery, Softball Complex, Filter Plant, East Plant, West Plant, Stipe Center, City Pools, Hereford Lane Police and Waste Water Shop, Traffic Control and Parks, Central Garage and Sanitation, EXPO, Detective Division, Parrot Building, Police Tower, Firing Range and Waste Water Lift Stations

#### **Equipment Covered**

All 1 and 2 line Non-system telephones and associated wiring owned by the City of McAlester.

Note – Items not covered include speaker phones, headsets, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone network.

Effective Date 7/1/2014 through 6/30/2015

Fixed Yearly Rate - \$3220.00

BizTel Communications, LLC	CUSTOMER
Ву	Ву
Date	Date
	Name and Title

# **Equipment Maintenance Agreement**

#### A. Coverage

BizTel Communications, LLC, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

- 1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
- 2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

#### B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

#### C. Miscellaneous

- 1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately on in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
- 2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
- 3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
- 4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.

# NEW MUNICIPAL OFFICIALS INSTITUTE

# (You don't have to be new to attend. Everyone is welcome!)

Each person elected or appointed for the first time as an officer of a municipality on or after July 1, 2006 as defined by paragraph 6 of 11 O.S. Section 1-102 shall be required within one (1) year after taking the oath of office to attend an institute for municipal officials. This statutory requirement is found at 11 O.S. Section 8-114.

An officer is defined in 11 O.S. Section 1-102 as "any person who is elected to an office in municipal government or is appointed to fill an unexpired term of an elected office, and the clerk and the treasurer whether elected or appointed. When "officer" or "official" is modified by a term which refers to a personnel position or duty, the holder of the position or duty is not an officer or official of the municipality for any purpose."

The Oklahoma Municipal League is certified by the Department of Career and Technology as a trainer to implement this Act.

# THANKS TO THE OKLAHOMA MUNICIPAL ASSURANCE GROUP FOR SPONSORING THE NEW OFFICIALS INSTITUTE.

#### **AGENDA**

8:00-8:30 a.m.	Registration
8:30-8:55 a.m.	Principles of Municipal Government Cheryl Dorrance, OML Director of Research
8:55-9:45 a.m.	<b>Debt Limitation &amp; Budgeting</b> Diane Pedicord, OML General Counsel
9:55-10:35 a.m.	<b>Liability of Municipal Officials</b> Cheryl Dorrance, OML Director of Research
10:35 – 11:10 a.m.	Purchasing & Spending Diane Pedicord, OML General Counsel
11:20 a.m. – 12:10 p.m.	Fair Labor Standards Act Sue Ann Nicely, OML Associate General Counsel
12:10 – 1:10 p.m.	Lunch (on your own)
1:10 – 2:20 p.m.	<b>Open Meetings</b> Diane Pedicord, OML General Counsel
2:30 – 3:00 p.m.	Hot Button Employment Issues Sue Ann Nicely, OML Associate General Counsel
3:00 – 3:20 p.m.	Meeting Procedures & Decorum  Diane Pedicord, OML General Counsel
3:20 – 3:50 p.m.	<b>Open Records</b> Diane Pedicord, OML General Counsel
4:00 – 4:30 p.m.	Ethics Cheryl Dorrance, OML Director of Research
4:30 — 5:00 p.m.	Conflicts of Interest and Nepotism Diane Pedicord, OML General Counsel

# **DATES & LOCATIONS**

#### June 12, 2014

Tulsa Tech, Riverside Campus 801 E. 91st Street Tulsa, OK 74132

#### June 19, 2014

Francis Tuttle, Rockwell Campus 12777 N. Rockwell Ave. Oklahoma City, OK 73142

#### October 16, 2014

Eastern Oklahoma State College 1802 College Ave. McAlester, OK 74501

#### November 13, 2014

Great Plains Technology Center 4500 S.W. Lee Blvd. Lawton, OK 73505

#### February 7, 2015

OSU Alumni Center 201 ConocoPhillips Stillwater, OK 74078-7043

#### March 12, 2015

Woodward Convention Center 1899 34th Street Woodward, OK 73801

### **New Municipal Officials Institute**

#### REGISTRATION FORM

#### THANKS TO THE OKLAHOMA MUNICIPAL ASSURANCE GROUP FOR SPONSORING THE NEW OFFICIALS INSTITUTE.

If you are newly elected or appointed, who did you	replace? Frank "Sam "Masok
<u>Please indicate whic</u>	h location you plan to attend:
June 12, 2014 – Tulsa  June 19, 2014 – OKC  October 16, 2014 – McAlester  Please duplicate form for additional registrants.  Name & Title JUSON PURNET, WARRES  Municipality ALCA PSTER  Address JULIA STER  City/Town & Zip McAlester  Phone (18) 433-9300 Fax(98) 437  PAYMENT PROCESSING: (\$85 per person)  Payment Enclosed Master Card Visa Amer	
Name (as it appears on your card):	
Card No E	xp. Date (Month/Year)Security Code code
(The Security Code is the number found on the back of Visa a	
Credit Card Billing Address / Zip Code	
Signature	Email for Receipt
3 Ways To Register	
73105; or	ay before the meeting to OML, 201 N.E. 23rd Street, Oklahoma City, OK
O FAX this form no later than 5:00 p.m. on the Friday before	
Please plan to register onsite after the deadline for pre-regist	ration.

#### NO TELEPHONE RESERVATIONS WILL BE ACCEPTED

#### CANCELLATION POLICY:

For a full refund, cancellations must be received in writing no later than 5:00 p.m. on the Monday before each meeting. Cancellations made after that time will not receive a refund. No cancellations will be accepted the day of the meeting. All registrants will be billed. **Registration** is confirmation to attend.

NOW REGISTER ONLINE! Go to <u>www.oml.org</u> and click on the 'CALENDAR' button, where you can also find maps and directions to the Institutes

For additional information, call OML, 1-800-324-6651 long distance or 528-7515 locally.



Pride In McAlester
Year-End Report
July 2013 to June 2014

### Board of Directors!

Justin Few, President

Mel Priddy, Vice President

Carol Bishop, Treasurer

Cara Dorrell, Secretary

Margaret Fields

David Beall

### Staff:

Vickie Cherry

Regina Peoples, Executive Director

Krystal Baker, Project Assistant

### Membership:

22 Individual Members

12 Family Memberships

11 Lifetime Memberships

4 Non-Profit Members

11 Business Members

### PIM Board Meetings

Pride In McAlester Board of Director Meetings are held on the first Thursday of every month at 12:00 pm at the PIM Office located at 119 E. Choctaw, Suite 102 in McAlester. During the first quarter two BOD meetings were held, three during the second quarter, two during the third quarter and three during the fourth quarter for a total of ten meetings in FY 2013-2014.

### PIM Membership Meetings

Pride In McAlester Membership Meetings are held on the second Thursday of every month at 6:00 pm at the McAlester Campus of Eastern Oklahoma State College. Three meetings were held during the first quarter, two meetings during the second quarter, two meetings during the third quarter, and three meeting in the fourth quarter for a total of ten meetings in FY 2013-2014. An average of thirteen people attended membership meetings.

### Volunteerism

PIM held twelve community volunteer days during the FY 2013-2014 and participated in twenty-four additional days of events for a total of thirty-six volunteer opportunities through the year.

### Flea Market Manager Hired

The Pride in McAlester Board of Directors authorized the hiring of a manager to help with the responsibilities of the Flea Market.

### PIM Financial Statement

Revenue	Year-End Actual	Annual Budget
Donations	\$12,417.05	\$5,000.00
Fundraiser	\$45,947	\$37,000.00
Grants	\$375.00	\$1,000.00
McAlester City Contract	\$60,000.00	\$60,000.00
Membership	\$2,650.00	\$1,200.00

#### **Total Revenue**

\$121,389.05 \$104,200.00
---------------------------

#### **Operating Expenses**

Advertising and Printing

Awards and Events

Discretionary Expenses\*

Fundraiser

Insurance

Office Expense Rent

Office Supplies

Postage

Professional Dues

Salary and Payroll WC Taxes

Telephone and Internet

Travel Expense

Utilities

Vehicle Expenses

Waste Removal and Trans

High School Auxiliary Budget

**Total Expenses** 

Net	Income	е
-----	--------	---

\$2,896.33	\$2,500.00
\$4,701.91	\$2,000.00
\$12,517.53	\$2,200.00
\$11,847.36	\$16,000.00
\$1,254.66	\$2,500.00
\$5,694.60	\$5,000.00
\$2,810.99	\$3,000.00
\$92.00	\$400.00
\$465.00	\$500.00
\$43,722.64	\$40,000.00
\$1,945.40	\$2,000.00
\$2,398.36	\$2,000.00
\$4,594.99	\$2,700.00
\$5,060.41	\$1,500.00
\$20,914.48	\$21,000.00
\$305.58	\$500.00
\$121,222.24	\$103,800.00

\$166.81	\$400.00

### PIM Value & Report Totals

#### Volunteers

Total Number of Volunteers: 365

Total Number of Project Volunteer Hours: 1,052

Total Number of Flea Market Volunteer Hours: 8,436

Total Value of Volunteer Hours (hrs x \$17.49): \$175,494.66

#### Donations

Direct Donations: \$12.417.05 Membe

Membership: \$2,650.00

Flea Market Funds: \$45,947.02

In-Kind Donations and Reduced Service Expenses: \$25,466.00

Total Value of Donations, Fundralsers, etc.: \$86,479.07

#### Reduced Expenses to Citizens:

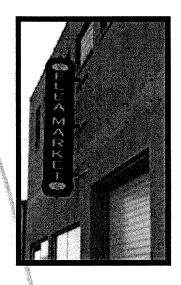
Landfill Tipping Fees Avoided (1,748 vehicles x \$40 fee): \$69,920.00

Total: \$69,920.00

Total Value of PIM Activities and Donations: \$331,893.66

City of McAlester Contribution: \$60,000.00

Return on Investment: \$5.53 for every \$1.00



### PIM Flea Market

319 E. Choctaw Ave.

Wednesday, Friday, & Saturday

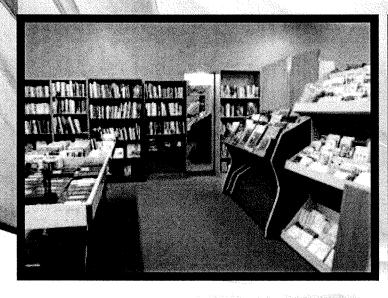
9:00 am to 5:00 pm

918-429-1111

During FY 2013-2014, more than thirty PIM Volunteers contributed 8,436 hours to the Flea Market. 890 donation pickups were conducted and fifty-four cardboard recycling trips were completed by Flea Market Volunteers. Additionally, one contract position was created to help conduct pickups for up to eight hours per week.

# Pride In McAlester Flea Market Moves to New Location

The PIM Flea Market has moved to a new location at 319 E. Choctaw Ave. The store is now located in the downtown McAlester shopping area, and is closer to the PIM office.





### Public Outreach

Pride In McAlester continued to operate the Pride In McAlester, OKLA Theater, and McAlester Recycling Center Facebook pages for social media outreach. Number of "Likes" as of June 21st, 2014:

Pride In McAlester: 779

McAlester's OKLA Theater: 2,504

McAlester Recycling Center: 258



### Print Media

Regular advertising, articles, and press releases were sent to local newspapers, including the McAlester News-Capital and the Bargain Journal. The News-Capital has printed many of PIM's press releases, along with articles about the McAlester Dog Park, the OKLA Theater project, and the Community Garden.



### BuffTV



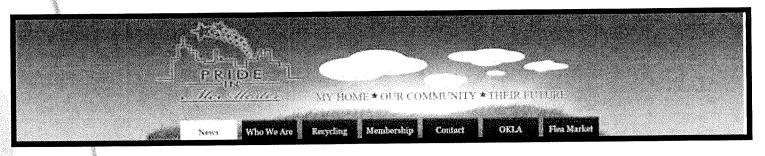
### McAlester Radio

Executive Director Stephanie Giacomo Regina Peoples continued radio shows as the guest of Megan Waters on KNED AM 1150 eleven times during FY 2013-2014.

Executive Director Regina Peoples was the guest of Debbie Watkins on McAlester's BuffTV in April 2014 She spoke about the various projects Pride In McAlester conducts in the community and how citizens can get involved.

### Websites

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





### Monthly PIM Newsletters

Pride In McAlester publishes a monthly e-mail newsletter to keep members and supporters up-to-date on activities within the organization. As of June 30, 2014 289 individuals subscribed to the PIM newsletter.

#### Newsletter Release Dates

July 27, 2013

August 31, 2013

September 19, 2013

October 31, 2013

November 30, 2013

December 21, 2013

January 31, 2014

February 27, 2014

March 29, 2014

April 30, 2014

May 30, 2014

June 28, 2014



Pride In McAlester also updated the format and service used to distribute the electronic newsletter each month. Thanks to the new system, recipients can more easily navigate and view the content and subscribe and unsubscribe from the list. PIM staff can also monitor how many individuals view the newsletter and click on links to additional information.

# 2013-2014 At A Glance Projects and Participation

#### July 2013:

Community Volunteer Day—Adopt-A-Block Litter Pick up

#### **August 2013:**

Community Volunteer Day—CultureFest Event

#### September 2013:

National Planting Day—Edmond Doyle Elementary School

Community Volunteer Day—Fresh Paint Days

City-Wide Litter Pickup

#### October 2013:

City-Wide Garage Sale

Fall Cleanup

Community Volunteer Day—Wild West Festival & Wild Color Stampede

8th Grade Career and College Expo

Make A Difference Day

#### November 2013:

Keep Oklahoma Beautiful Environmental Excellence Awards

Community Volunteer Day—Pride In McAlester's Adopt a Block

Àmerica Recycles Day

Holiday Recycling Drive

#### December 2013:

Community Volunteer Day— McAlester Recycling Center

Holiday Recycling Drive

McAlester Main Street Christmas Parade Participation

#### January 2014:

Community Volunteer Day—Litter Pickup at Sertoma Field

#### February 2014:

Community Volunteer Day—Downtown Beautification

Volunteer Appreciation Banquet

#### March 2014:

Community Volunteer Days- Work with Old Town Association on Choctaw Village, litter pick up behind Taco Mayo

Arbor Week Observation

Community Dog Park Planning

#### April 2014:

Great American Cleanup<sup>TM</sup> in Oklahoma

Earth Day planting downtown with High School Auxiliary

Elementary School Presentations

#### May 2014:

Outdoor Classroom

Community Volunteer Day—Pride In McAlester Flea Market (Moving)

J.T. Collier Memorial Leadership Scholarship Awarded

#### June 2014:

Dog Jog at Central Bark

Community Volunteer Day—Pride In McAlester Flea Market (Cleanup)

### July Community Volunteer Day



PIM volunteers participated in its first Adopt A Block pickup during the month of July. Volunteers picked up litter along Strong Avenue on Saturday, July 13th.

In total, five bags of litter were picked up, from just four blocks!



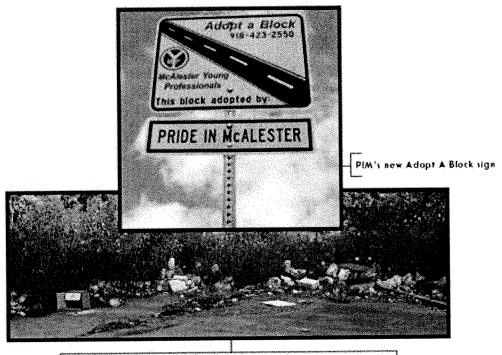
### Community Volunteer Day

### July 13th

#### Come help with PIM's first Adopt A Block litter pickup of the year!

Volunteers will be picking up litter in PIM's Adopt A Block area, on Strong Ave. from Polk to Electric (on the east side of the road.)

We will also be picking up litter around the McAlester Recycling Center.



Litter lying in the grass surrounding the McAlester Recycling Center.

Volunteers will meet at the McAlester Recycling Center at 9 am.

(The recycling center is located at Choctaw Ave. and Main St.)



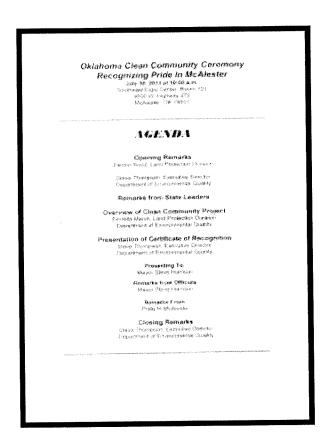
### McAlester honored as Clean Community by DEQ

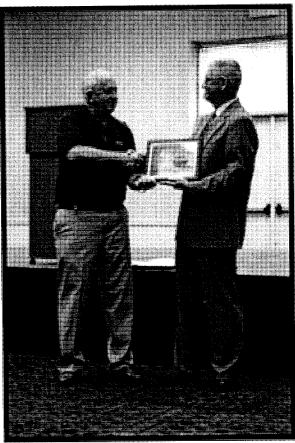
McAlester was honored as an Oklahoma Clean Community by the Department of Environmental Quality at a ceremony on Tuesday, July 30th.

DEQ's Ferrella March, of the Land Protection Division, spoke about the Clean Community Project to the audience. March described PIM and the City as "good environmental stewards" for participating in tire recycling programs.

During the ceremony, DEQ Executive Director Steve Thompson said, "It is like projects like this, and communities like this, where the community is showing this overarching pride in their community that gives me the opportunity to come out here, to talk about the pride of the citizens of McAlester, through a whole array of projects not only at the city level, but through Pride In McAlester."

Mayor Steve Harrison accepted the award and spoke about how McAlester is striving to improve, and is not done yet.





### August Community Volunteer Day



### CultureFest





August 17th hosted McAlester's second annual CultureFest, which held a variety of music, food, and festivities on downtown Choctaw Avenue from 11 am until 8 pm. This event was free to the public and had a fantastic turnout.

Featured band Cleghorn played Celtic fiddle and bagpipe music, and Bandan Koro, African drum and dance ensemble, also performed for the crows. Other musicians who performed included the Captain Ledge Band, Aislinn and the Snake River Gang, and Limited Supply, and Signs of Warning. There were also Choctaw Indian dancers and a Tae Kwon Do demonstration.







### September Community Volunteer Days

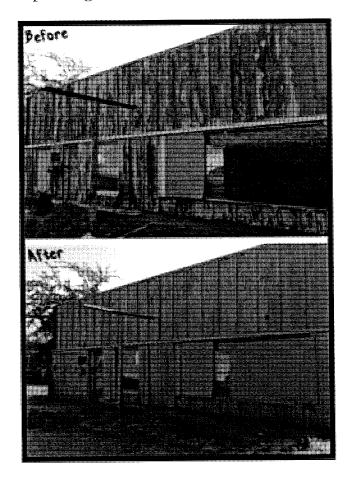
### Fresh Paint Days

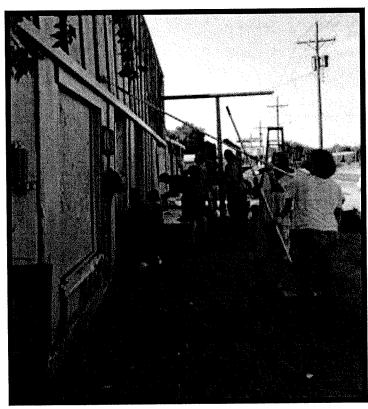
Pride In McAlester participated in Keep Oklahoma Beautiful's Fresh Paint Days program in September. The program is designed to encourage volunteers to seek out unsightly community structures and renovate them with the creative use of resources.

Thanks to donated paint from H.I.S. Coatings and a \$75 stipend made possible by Public Service Company of Oklahoma, the building at 1106 N. Main Street has been transformed.

Volunteers worked on two separate days to complete this project. On September 7th, volunteers removed old paint to prepare for the painting that occurred on September 14th. PIM was assisted by volunteers from Hope House on both occasions.

This fresh coat of paint helped improve the appearance of the building, thereby helping improving the surrounding area.





### Citywide Litter Pickup

Although working under the stormy clouds and occasional drizzle of rain, 25 volunteers turned out on September 28th to help with Pride In McAlester's Citywide Litter Pickup. Volunteers from Pittsburg County Bar Association, Hope House, McAlester High School Service Learning program, and Pride In McAlester all helped to pick up litter around town.

In only three hours, more than 20 bags of litter were picked up around the parking lot around the McAlester Recycling Center. Several additional bags of litter were also picked up around the Pittsburg County Courthouse and in the south part of McAlester.

PIM holds the Citywide Litter Pickup to help combat the litter scattered around our town. Litter not only contributes to the unsightliness of our city, but is also a safety hazard because it contributes to fires, pest infestations, and water pollution.

"Litter is a continuous problem, and the Citywide Litter Pickup helps to make an impact on the litter around town. From just 8 a.m. to 11 a.m., we collected numerous bags of litter. Pride In McAlester couldn't make such an impact without the help of its volunteers," said PIM Project Assistant Krystal Baker.





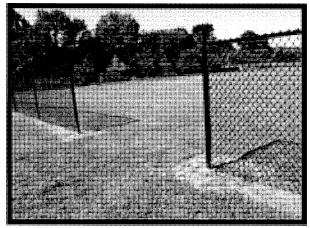
### Central Bark

### McAlester's Upcoming Dog Park!

The groundbreaking ceremony for the community dog park was July 19th at 3:30 pm. There was a great turnout of attendees, with many bringing their dogs to celebrate.

The name of the dog park was also announced at the ceremony. "Central Bark" is what the new park will be named. The name was chosen through a contest in which names were submitted and then voted on by the public via an online poll. Loren Hilbert submitted the winning name. As a dog owner, Hilbert is excited to have a dog park established in McAlester.







### Fall Cleanup

The 2013 Pride In McAlester Fall Cleanup started on October 12th and ran every Saturday and Sunday through October 20th. Fifty-three onsite volunteers and in-kind employees contributed 198 hours to the cleanup, assisting more than 409 vehicles disposing of bulk trash, metal, tires, electronics, brush, and prescription drugs. 650 citizens spent more than 1,000 hours cleaning and delivering items to the cleanup.

Material	Weight Collected

Prescription Drugs 7 pounds

Electronics 14,125 pounds

Brush 24,760 pounds

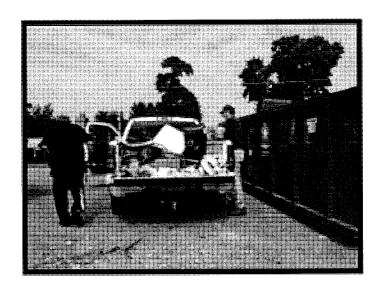
Metal 8,800 pounds

Tires 125 tires (2,500

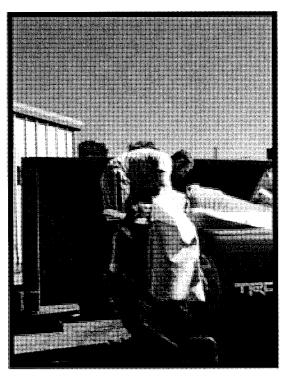
pounds)

Bulk Waste 109,700 pounds

Total 159,892 pounds









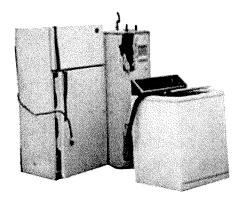
## Fall Cleanup

October 12th, 13th, 19th, 20th

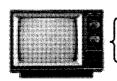
Prescription drug disposal on Saturday, October 19th



Recycling tires helps fight mosquitoes!



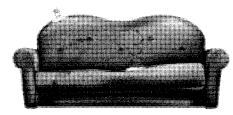
Sundays 12 pm - 3 pm Saturdays 9 am - 3 pm



Anything powered by electricity or batteries can be recycled!

### Accepting Bulk Trash, Metal, Electronics, and Tires

(Please remove tires from rim.)



Bulk trash is anything that is too big to be picked up with curbside trash—Couches, fridges, water heaters, ovens, barbecue grills are some of the many items that residents can bring to the Cleanup.

#### Please take brush directly to municipal landfill.

All events are FREE to McAlester residents and will be held at the Former National Guard Armory Parking Lot located at 3rd and Taylor.

No commercial business please

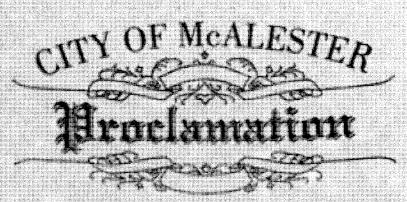
For information about joining our efforts, please call 918-426-4444 or visit our website at www.prideinmcalester.com.

McAlester,

Neighbors Building Neighborhoods

Promoting positive change





WINKEAN, The Incontalination and appearance of your Cury is artificial an thur levind term dispulsy and respects of two Cury, and

WHEREAS. A benefited and clean City will be a benefit to nor obtains, our City, our because and prospective extreme and businesses, and

WIDEREAS, A hometical advantage is a sequence of people and is the hospitalidity of all entrying using

WHIREAS. The "Posts to his Almost" argumention has been designated so the funderstop group for clearing up our Cau; and

WHEREAN, Prote to blocklesses will be conducting their last changin and all assessment we encountry and all participate.

NEWS, THE SEPTIME, I, Show Sharenou, Making of the City of McAlester, The Court forms of Chiefsters, to hearby products the meaning of Chiefster 2017 no.

#### "Make McAlester Beautiful Month"

And Justine encourage all citizens' pass organizations, characters, Chamber of Continuence excitations, adaptions and City employees to do their past in supporting this effort.

Lings (Charles ) \*\* Lings (Charleton 2015)



Estan Higginian.

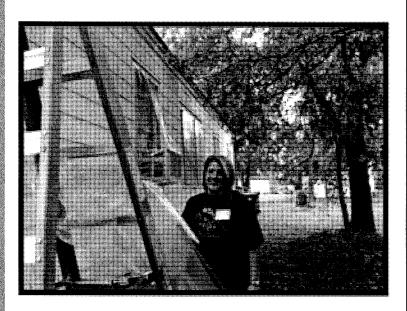
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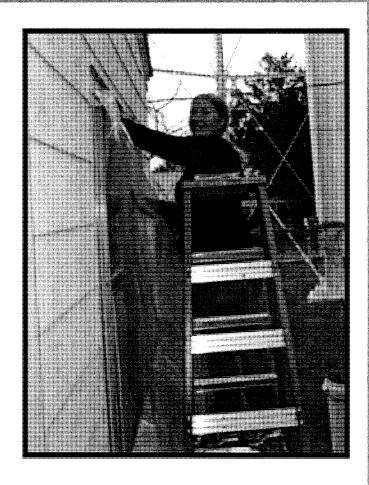


### MAKE A Difference Day

#### NATIONAL DAY OF DOING GOOD

More than 40 volunteers showed up to help on Saturday, October 26th to help with "Make A Difference Day." This is the largest day of community service in the country and the local effort encourages people in the community to help others with minor home repairs. Event organizer Maureen Harrison expressed her deep appreciation for all of the volunteers and partner organizations.





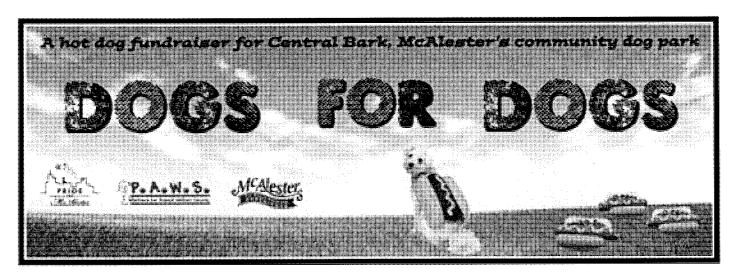




Pride In McAlester manned a booth at this year's College & Career Expo. PIM teamed up with Choctaw Nation Going Green, providing various games, such as a ring toss made with plastic soda bottles, a beanbag toss made with old jean pockets and recycling themed bowling. PIM displayed a matching game to help students understand what can be recycled and what items can be made from recycled materials.

EOSC, McAlester Chamber of Commerce, Kiamichi Technology Center, GEAR UP, and Pride In McAlester all work together to bring this event to more than 1,000 eighth graders.





PIM volunteers raised money for *Central Bark*, the new community dog park through a hot dog fundraiser called "Dogs For Dogs" during the City's "Movies In The Park" program on October 12th, October 19th, and November 2nd. Sixteen volunteers spent forty-two hours in support of the project.

### Pet Costume Contest

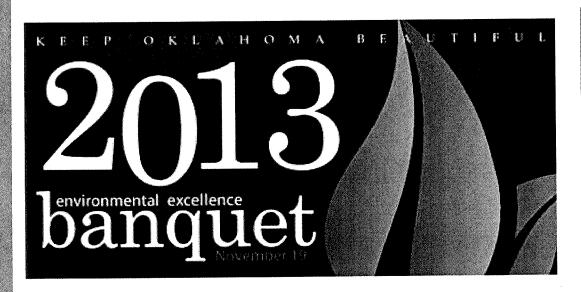




McAlester Main Street's Trick or Treat Party In The Street event on November 2 included a cake walk, games, and costume contests for children, adults, and even pets. PIM hosted the pet costume contest and parade to raise funding for *Central Bark*, McAlester's community dog park. Although the event had to be postponed for a week due to the stormy weather, the contest still received great participation. Through this fundraiser, over \$100 was contributed to the McAlester's new dog park.

#### Direct Mail

Pride In McAlester also mailed out more than 200 letters requesting donations for the park on November 13th.

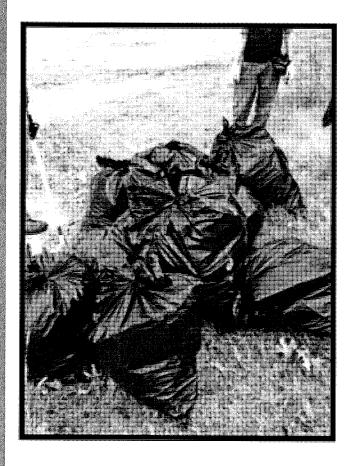




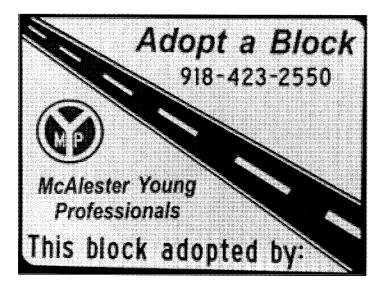
The Keep Oklahoma Beautiful Environmental Excellence Awards Banquet was on November 19th at the National Cowboy and Western Heritage Museum in Oklahoma City. Pride In McAlester received the Affiliate of the Year award, while PIM President Justin Few was honored as a Keep Oklahoma Beautiful Affiliate Champion.

Many Pride In McAlester members and community leaders attended the banquet to show their support for PIM.









Six volunteers showed up to pick up litter on the misty Saturday morning of November 16th. Twelve bags of litter were gathered from Pride In McAlester's Adopt A Block area on North Strong Avenue.

Among the litter picked up were glass bottles and large pieces of cardboard—a perfect example of items that can be recycled, but often end up as litter on the side of a road.



### Prescription Drug Disposal Begins at City Hall



### PROPER DISPOSAL OF UNUSED MEDICATIONS

To properly dispose of unused medication, return medication to drop boxes, or prescription drug take-back events where available.

#### **Drop-off Sites:**

Pittsburg County Sheriff's Office 1210 N. West Street McAlester, OK 74501

McAlester Police Dept. 28 E. Washington McAlester, OK 74501

AVAILABLE FOR DROP OFF 24 HOURS A DAY

No syringes, liquids, chemicals, or inhalers.

Medicines play an important role in treating many conditions and diseases, but when they are no longer needed it's important to dispose of them properly to avoid harm to others.



#### **Important Message:**

<u>Don't flush</u> unwanted household medications or pour them down the drain! Flushing medication can contaminate drinking water sources and be harmful to the environment

FDA recommendation of safe disposal of medication: www.fda.gov/Drugs/

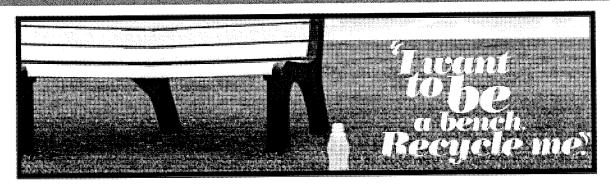
(Funded by OK SPF-SIG, SAMHSA, CSAP, & ODMHSAS)



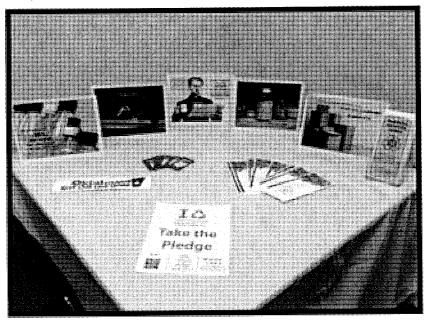


Neighbors Building Neighborhoods

Promoting positive change



For America Recycles Day, exhibits were placed at the J.I. Stipe Center, McAlester Public Library, McAlester Regional Wellness Center, Puterbaugh Middle School, Boys and Girls Club, City Hall, McAlester High School, and Eastern Oklahoma State College. These displays helped share information on recycling and encouraged citizens to "Take the Pledge" to recycle.







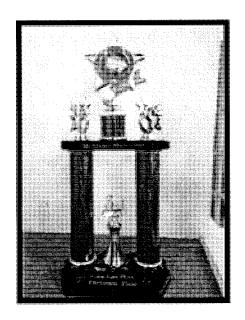
The Southeast Expo Center recently hosted a Professional Bull Riders event on November 16th. PIM placed recycling bins beside trash cans to collect aluminum bottles from PBR attendees. Five PIM volunteers spent seventeen hours working the PBR event in support of recycling.



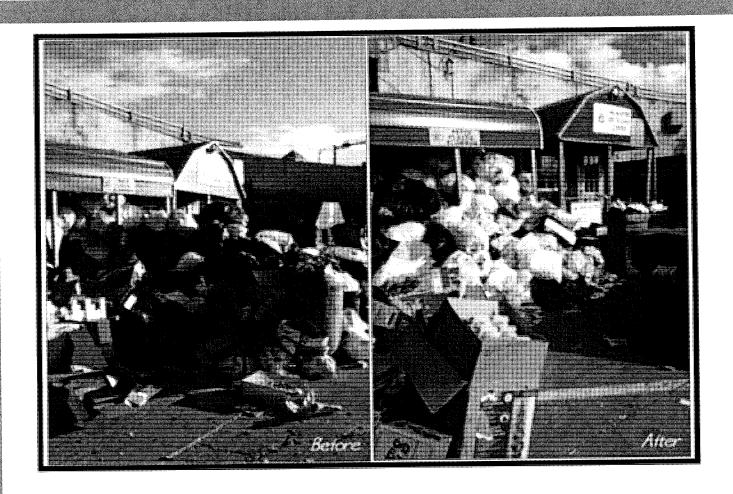
### PIM Wins 3rd during Christmas Parade

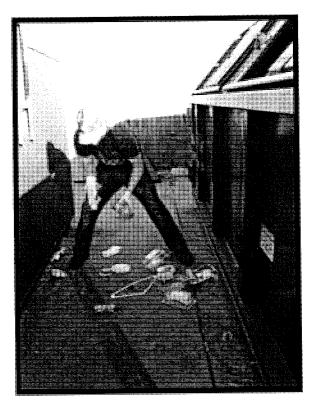
This year's McAlester Main Street Christmas Parade theme was "Christmas in the Movies." PIM's float theme was 'A Charlie Brown Christmas' and was made with recyclable items such as plastic bottles, cardboard, and paper. Volunteers and staff worked to build the dog house and characters out of cardboard and paper, and decorate the truck with lights accented with plastic bottles.



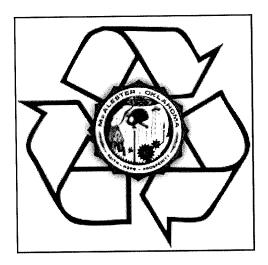




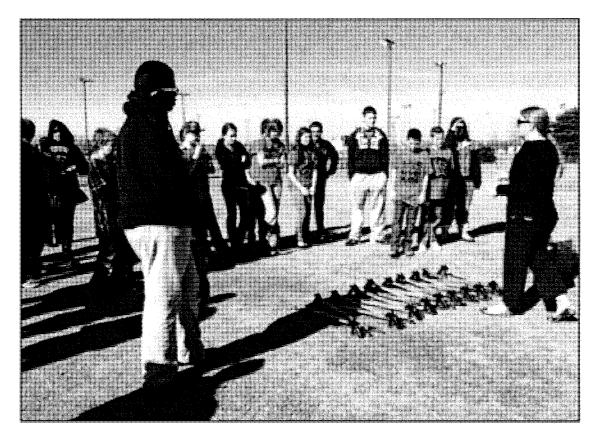




Pride In McAlester volunteers met at 9:00 am on December 28th at the McAlester Recycling Center to help sort the overflow of materials following the holiday season. Six individuals spent twelve hours working on the center.

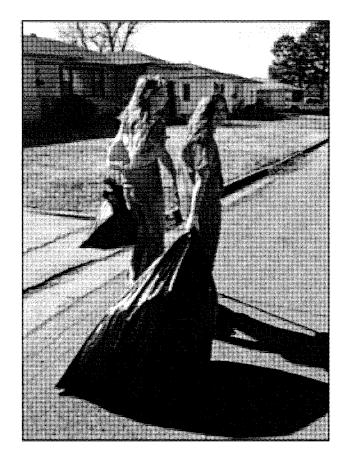


### January Community Volunteer Day



January 18th Pride In McAlester volunteers partnered with the United Methodist Church Youth Group for a litter pickup at Sertoma Field and in the surrounding neighborhoods.

41 volunteers pitched in to pick up litter, including 30 children from the youth group.

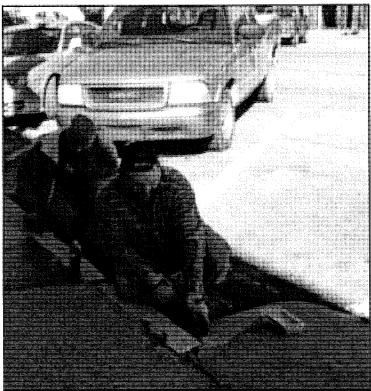


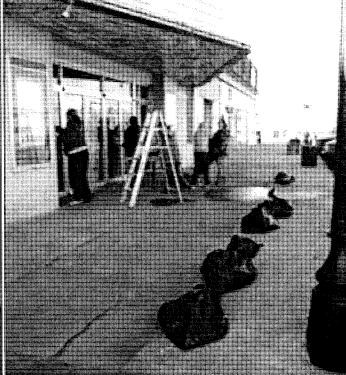
### February Community Volunteer Day

### Downtown Clean-up

After a bout of icy storms and frigid temperatures, citizens celebrated the warm weather by rolling up their sleeves and volunteering.

13 volunteers from McAlester Main Street and PIM worked together to wash windows at the OKLA, pick up 6 bags of litter along Choctaw Ave. and repaint curbs a bright yellow on February 15th.





### Volunteers and Community Recognized

On February 20th, Pride In McAlester hosted the 5th Annual Volunteer Appreciation Banquet and award ceremony. The event was held at The Grand Event Center and was attended by 70 guests, including current and former City council members and several representatives from McAlester Public Schools.

The event raised \$1020.70 and it also gave PIM the chance to recognize its dedicated volunteers and supporters. Award winners included:

Brandon Apala, Student of the Year; Theresa Smith, Volunteer of the Year; McAlester Young Professionals, Spirit Award; and McAlester Main Street, Community Partner of the Year.

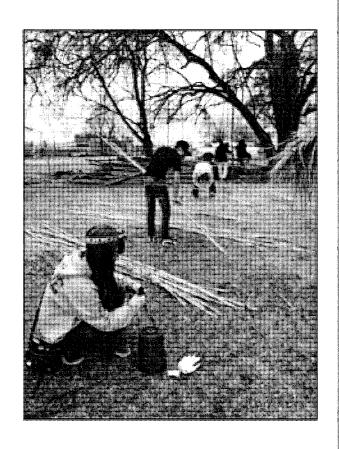




# March Community Volunteer Days Choctaw Village & Litter Pickup on Main St.

Pride In McAlester hosted two community volunteer days in March. On March 8th, 11 volunteers worked on the Choctaw village.

On March 15th, 3 volunteers picked up 6 bags of litter behind businesses on Main Street.





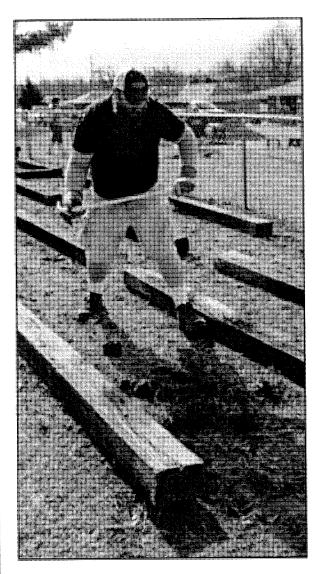


### Community Garden

The Community Garden Committee met on January 7th, February 17th and March 4th.

The City of McAlester graciously donated the fence and railroad ties to construct the raised beds. The plots cost \$10 per year, and half of the investment is returned at the end of the growing season if the plot is in good shape.

Volunteers worked on the community garden on March 22nd. Volunteers built the raised beds, began the weed removal process, and filled beds with a mixture of soil, sand, and manure.



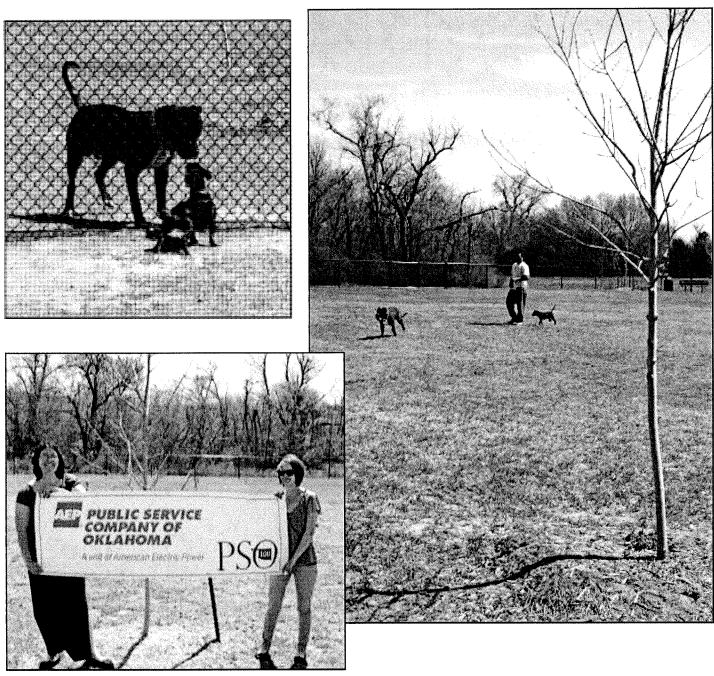


## Central Bark

The dog park committee met on March 10th. A rules sign has been placed on the fence at the dog park outlining the ordinances regarding the park.

A smaller subcommittee began working on a Dog Jog to be held on June 21st. The Dog Jog will celebrate the completion of the dog park and the unveiling of the donor plaques.

During Arbor Week, PSO donated \$1,000 for trees. Four trees were planted at the dog park.



## Community Counts Donation

In March, the McAlester Stage participated in the Community Counts program to raise money for Pride In McAlester. During the month of March, customers had the option to donate \$1, \$5, or \$10 at the register. In April, Stage presented a check for \$854 to Pride In McAlester.





## STAGE

## April Community Wide Cleanup

The 2014 Pride In McAlester Spring Cleanup started on April 5th and ran every Saturday and Sunday through April 26th. Eighty-four onsite volunteers and in-kind employees contributed 344 hours to the cleanup, assisting more than 1,013 vehicles disposing of bulk trash, metal, tires, electronics, brush, and prescription drugs.

#### Material Weight Collected

Prescription Drugs 70 pounds

Electronics 39,500 pounds

Metal 21,000 pounds

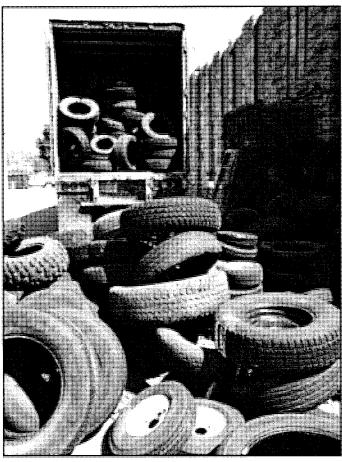
Tires 702 tires (14,400

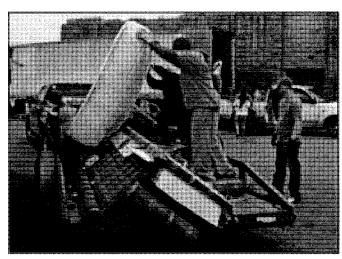
pounds)

Bulk Waste 480,000 pounds

Total 554,624 pounds



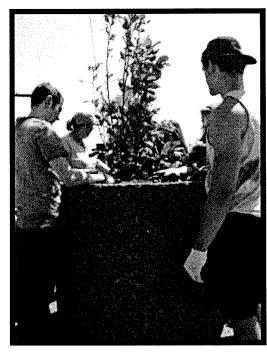


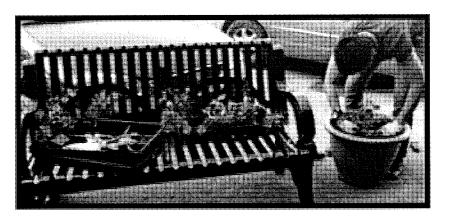


## May Downtown Planting Earth Day

8 volunteers from McAlester High School worked with Pride In McAlester and McAlester Main Street to help beautify downtown McAlester for an Earth Day project.

Plants such as sage, basil, rose bushes, a magnolia tree, and various others were planted in pots along Choctaw Avenue









### May Community Volunteer Day

In May, seven Pride In McAlester volunteers met at the PIM Flea Market to repaint walls, trim weeds, and do other touch-ups to help tidy and refresh the store.

The walls were improved with beige paint, and weed killer was sprayed along the building to help prevent future weeds.



May  $10^{th}$  \* 9:00 aw

Pride In McAlester Flea Market 3rd St. & Wyandotte Ave.

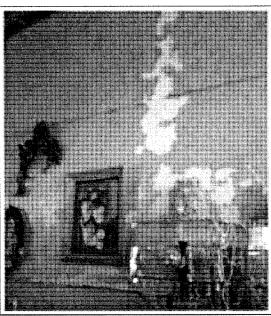
Volunteers will meet at the Flea Market at 9 am to help refresh the store with paint and more.

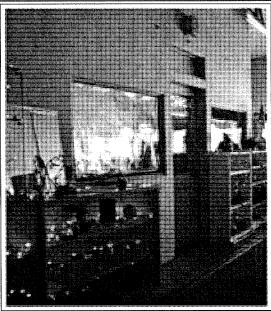




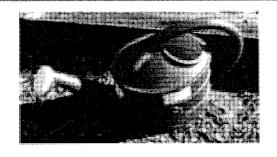


The Flea Market is a fundraiser for PIM's projects throughout the year and helps keep useable goods out of the landfill



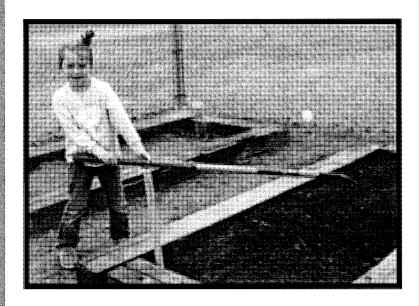


## Community Garden



The Community Garden met on April 1st, May 7th, and June 3rd. The community celebrated it's official opening on April 19th.

All 16 plots were rented for the 2014 growing season. The garden committee is working on becoming an independent 501(c)3 organization.







## Central Bark Dog Park

The dog park committee worked with Pride In McAlester to coordinate a Dog Jog on June 21st.

35 participants walked, ran or jogged with their dogs through the neighborhood surrounding the park. Afterward, Legends Salon hosted a dog wash and several local veterinarians sold pet-themed items. The event raised over \$600 for the dog park.

The event also unveiled plaques honoring donors who gave more than \$250.



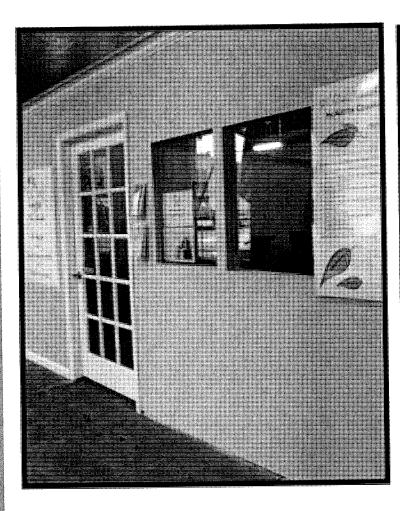


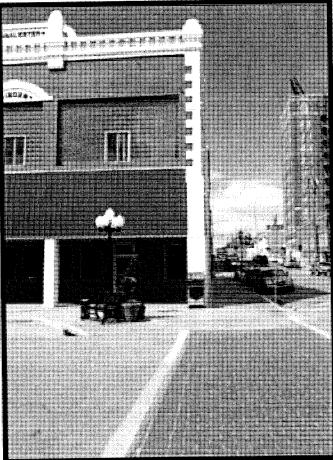


## PIM Office Moves to New Location

The Pride In McAlester office is now at 119 E. Choctaw Avenue. The City of McAlester's Tourism Department is also located in the office next door to PIM.

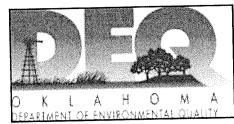
Building owners Bill and Ann Parrott are adding more office spaces beside PIM and the Tourism Department, but the spaces are not yet finished. Although the work is still in progress, Mrs. Parrott has already added a personal touch to the building by decorating the walls with art and planting succulents in the windowsills.

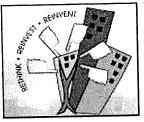






# Cleanup Funding for OKLA Theater







The Oklahoma Department of Environmental Quality has awarded a \$200,000 Brownfields Revolving Loan Fund cleanup grant to The Ardeneum of Oklahoma Charitable and Educational Foundation, Inc. The nonprofit will use the funding for the abatement of asbestos and lead-based paint within the historic OKLA Theater located in McAlester, Oklahoma.

The restoration of the OKLA Theater is a cooperative effort between the Ardeneum of Oklahoma, Pride In McAlester, and McAlester Main Street. Once the asbestos and lead-based paint are safely removed, a full-scale fundraising effort will begin to facilitate the restoration of the historic building as a non-profit community center for the residents of McAlester and Southeastern Oklahoma.

DEQ approved the Analysis of Brownfields Cleanup Alternative (ABCA) on June 27th. Notice was published in the McAlester News Capital. The abatement is on scheduled to begin in August 2014.



# Community Events and Partnerships

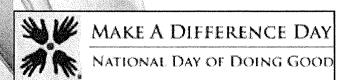






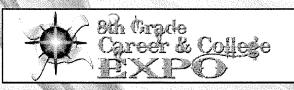






Neighbors Building Neighborhoods

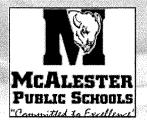
Promoting positive change











## Community Presentations

September 2013: McAlester Fortnightly Club

March 2014: Local Service Coalition, Lion's Club of McAlester, Rotary Club of McAlester, Edmond Doyle Elementary, Will Rogers Elementary, Emerson Elementary, Parker Intermediate April 2014

## Awards and Recognition

Recognized as Affiliate of the Year during Keep Oklahoma Beautiful Environmental Excellence Awards, November 2013.

Third Place in McAlester Christmas Parade for Holiday Recycling Float, December 2013.

## Professional Development and Conferences

Keep Oklahoma Beautiful Affiliate Training, January 2014

Keep America Beautiful Training May 2014

Oklahoma Center for Nonprofits Board Best Practices Workshop, March 2013

## Pride In McAlester

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.

GOAL: Continue to build volunteer base.

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

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

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

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

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

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

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

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

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

GOAL: Continue to give presentations at area elementary schools.

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

GOAL: Continue to participate in MPS Outdoor Classroom.

GOAL: Continue to coordinate, participate in, and support locker cleanouts at appropriate MPS locations. (A locker clean up was not held at MHS for 2013-2015)

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

**OBJECTIVE:** Serve the McAlester community through beautification projects.

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

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

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

**GOAL:** Continue to award "Extra Mile Awards" to local businesses and individuals for outstanding efforts in beautifying the community. (Awards voted on by board of directors)

**OBJECTIVE:** Promote and encourage recycling.

**GOAL:** Prepare and distribute McAlester Recycling Center Brochures.

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

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

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

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

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

**OBJECTIVE:** Continue to work towards a cleaner McAlester.

GOAL: Continue to host Fall Cleanup.

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

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

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

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

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

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

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

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

GOAL: Continue the promotion of America Recycles Day.

**GOAL:** Continue to carry out Great American Cleanup activities.

**GOAL:** Begin promotion of National Planting Day.

**GOAL:** Continue to conduct a Holiday Recycling Drive.

GOAL: Continue to make applications for Fresh Paint Days.

OBJECTIVE: Work with and maintain membership with other organizations.

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

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

GOAL: Maintain participation and membership with Preservation Oklahoma.

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

**GOAL:** Maintain participation and membership with McAlester Main Street.

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

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



## McAlester City Council

### **AGENDA REPORT**

Meeting Date:	August 12, 2014	Item Number:	1
Department:	City Manager		
Prepared By:	Peter J. Stasiak	Account Code:	
Date Prepared:	August 1, 2014	Budgeted Amount:	Address Addres
		Exhibits:	
No			
Subject McAlester Regional Specifically, to addre	Health Center Presentat ss Propositions II and II	ion about its education campaign II to change the City Charter.	related to the upcoming election.
Recommendation Discussion only.	n		
Discussion			
Approved By		Initial	Date
Department Head City Manager	P. Stasiak	// <sup>5</sup> /Linda Daniels	8/5/14



Southeast Oklahoma's Leading Healthcare Resource

July 24, 2014

City Clerk Cora Middleton City Manager Pete Stasiak City of McAlester, Okla.

#### Cora and Pete:

McAlester Regional Health Center would like an opportunity to address the council, city employees and council meeting audience members about its education campaign related to the upcoming election. Specifically, the campaign addresses Propositions II and III to change the City Charter.

Please include MRHC on the Aug. 12 city council agenda for this purpose. We will need 15-20 minutes for our presentation, which I expect to include a PowerPoint. We will also have print materials for council members.

Thank you in advance for your help.

Respectfully,

Kandra Wells Communications Consultant McAlester Regional Health Center 918-421-6672

cc: David Keith Sonya Stone Chris Whybrew



#### McAlester City Council

#### **AGENDA REPORT**

Meeting Date:	August 12, 2014	Item Number:	2
	Community & Economic		
Department:	Development		
	George Estrada/Leroy D.		21/4
Prepared By:	Alsup	Account Code:	N/A
Date Prepared:	August 5, 2014	Budgeted Amount:	N/A
		Exhibits:	5

Subject

- Conduct a Public Hearing on structures deemed by City Staff to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood.
- Consider, and act upon, a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

#### Recommendation

Upon the conclusion of the Public Hearing, Motion to approve a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

#### **Discussion**

	Property Address	Demolition Cost	Admin Fee	Total Invoiced	Date Invoiced	Certification to County Treasurer
1	303 W. Springer	\$2,879	\$0	\$0	City Owned	N/
2	429 N. C Street	\$4,400	\$100	\$4,500	03/06/2014	September, 201
3	35 E. Jefferson Ave	\$6,450	\$100	\$6,550	03/06/2014	September, 201
4	6 W. Miami Ave	\$4,400	\$100	\$4,500	03/06/2014	September, 201
5	943 N. F Street	\$2,800	\$100	\$2,900	03/06/2014	September, 201
6	1002 E. Choctaw Ave	\$3,400	\$100	\$3,500	03/06/2014	Paid by Owner- 7-28-201
7	341 W. Harrison Street	\$0	\$0	\$0	Owner Demo	N <sub>A</sub>
-		\$24,329	\$500	\$21,950		

• FY2014-2015 Budget (01-5652319 Demolition): \$25,000

#### Attachments:

- 1. Resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.
- 2. Exhibit "A" to Resolution- List of structures proposed for condemnation.
- 3. Dilapidated/Dangerous Structure Condemnation Notice & Pictures on each of the properties.
- 4. Code Of Ordinances, Chapter 18 Buildings and Building Regulations, Article IX. Dangerous Buildings.
- 5. O.S. 11 §, 22-112 & 22-112.1 Dilapidated Buildings

#### 

Agenda Report-FY2014/2015 Condemnation of Dangerous/Dilapidate Structures

A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.
*************************
WHEREAS, the City of McAlester desires to remove buildings in the community that are dangerous by reason of being dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or the property creates a fire hazard which is dangerous to other property; and
<b>WHEREAS</b> , the procedure for notification, as outlined in Section 18-376 of the McAlester Code of Ordinances has been complied with.
<b>NOW, THEREFORE, BE IT RESOLVED</b> by the City Council of the City of McAlester, Oklahoma that:
<b>SECTION 1</b> : Those structures listed in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein are hereby determined to be dangerous buildings that constitute a detriment or hazard and that the general welfare of the community will be served by their demolition, clearance of the site, and leveling of the lot.
<b>SECTION 2</b> : The property owner is given thirty (30) days from this date to dismantle the structure(s), clear the site, and level the lot. The property owner is hereby granted fifteen (15) days from this date to remove all personal property from the identified structure(s).
<b>SECTION 3</b> : The City Manager and/or agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within the dates herein.
<b>PASSED AND APPROVED</b> by the Council of the City of McAlester, Oklahoma on this 12 <sup>th</sup> day of August 2014.
CITY OF MCALESTER, OKLAHOMA A Municipal Corporation
By:  Steve Harrison, Mayor  ATTEST:
Cora Middleton, City Clerk

		R	Resolution No.			
	Exh	ibit "A" –	angerous or D	Dangerous or Dilapidated Structures	ures	
	Property Owner with Mailing Address	Property Address	Legal Description	Mortgage Holder	Reason for Condemnation	Date of Notification
	Ortiz, Santiago Espinoza P.O. Box 981 Krebs, OK 74554	417 W. Kiowa Ave.	W/2 Lot 8, Block 440 S. McAlester	No Mortgage holder	Dilapidated/Dangerous Structure	July 29, 2014
2	Church of Living God Temple # 19 % Elder C. Higgs 2517 N. Bryant Oklahoma City, Ok. 73121	1106 E. Chickasaw Ave.	E 60' Lot 2, Block 404 S. McAlester	No Mortgage Holder	Dilapidated/Dangerous Structure	31-Jul-14
w	Timmons, Roger M. & Elizabeth 600 E. Comanche Ave. McAlester, OK 74501	33 E. Jefferson Ave.	W55' Lot 8, Block 265 S. McAlester	Hazel Beckam 104 Wayside Dr. McAlester, OK 74501	Dilapidated/Dangerous Structure	July 29, 2014
4	Faver, Darrell & Virginia 29 E. Jefferson Ave. McAlester, OK 74501	29 E. Jefferson Ave.	W50' Lot 7, Block 265 S. McAlester	No Mortgage Holder	Dilapidated/Dangerous Structure	July 29, 2014
5	Kennon, Jeremy D. & Holly J. 884 E. Hereford Ln. McAlester, OK 74501	513 E. Seminole Ave.	E50° Lot 6, Block 519 S. McAlester	No Mortgage Holder	Dilapidated/Dangerous Structure	July 29, 2014
9	Todd, Billie Jo 315 W. Osage Ave. McAlester, OK, 74501	301 W. Osage Ave.	Lot 6, Block 575 S. McAlester	No Mortgage Holder	Dilapidated/Dangerous Structure	July 29, 2014
7	Ray, Carl, & Matthew & Jason Caldwell 16 W. Seminole Ave. McAlester, OK. 74501	16 W. Seminole Ave.	Lot 2, Block 534 S. McAlester	No Mortgage Holder	Dilapidated/Dangerous Structure	July 29, 2014
8	Jeffrey, Laura Janese 735 S. 7th St. McAlester, OK 74501	409 N. B St.	Lot 6 & 7, Block 266 S. McAlester	No Mortgage Holder	Dilapidated/Dangerous Structure	July 29, 2014
6	Nelms, Steven C. & Phyllis L. Rt. 1, Box 366A Eufaula, OK 74432	625 S. Oak St.	Lot 6, Block 524 S. McAlester	CitiMortgage, Inc. 1000 Technology Dr. , MS 321 O' Fallon, Mo. 63368-2240	Dilapidated/Dangerous Structure	July 29, 2014
10	Bailey, Christopher Ray 385 N.W. Electric Krebs, OK 74554	105 W. Springer Ave.	Lot 7 & 8, Block 97 N. McAlester	Diff Address-Bailey, Christopher Ray 424 E. Delaware Ave. McAlester, OK 74501	Dilapidated/Dangerous Structure	July 29, 2014

#### Dilapidated/Dangerous Structure Condemnation Notice City of McAlester

Date: <u>July 29, 2014</u>	
To Property Owner:	Santiago Espinoza Ortiz P.O.Box 981 Krebs, Ok. 74554
To Mortgage Holder:	No Mortgage Holder
An inspection of the p Chapter 18 Article IX.	property at 417 W. Kiowa Avenue, McAlester, OK found it to be in violation of Dangerous Structures of the Code of Ordinances of the City of McAlester.
Legal Description: W/Z	2 Lot 8, Block 440 S. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On <u>Tuesday</u>, <u>August 12, 2014</u> at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than <u>Monday</u>, <u>August 11, 2014</u>.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

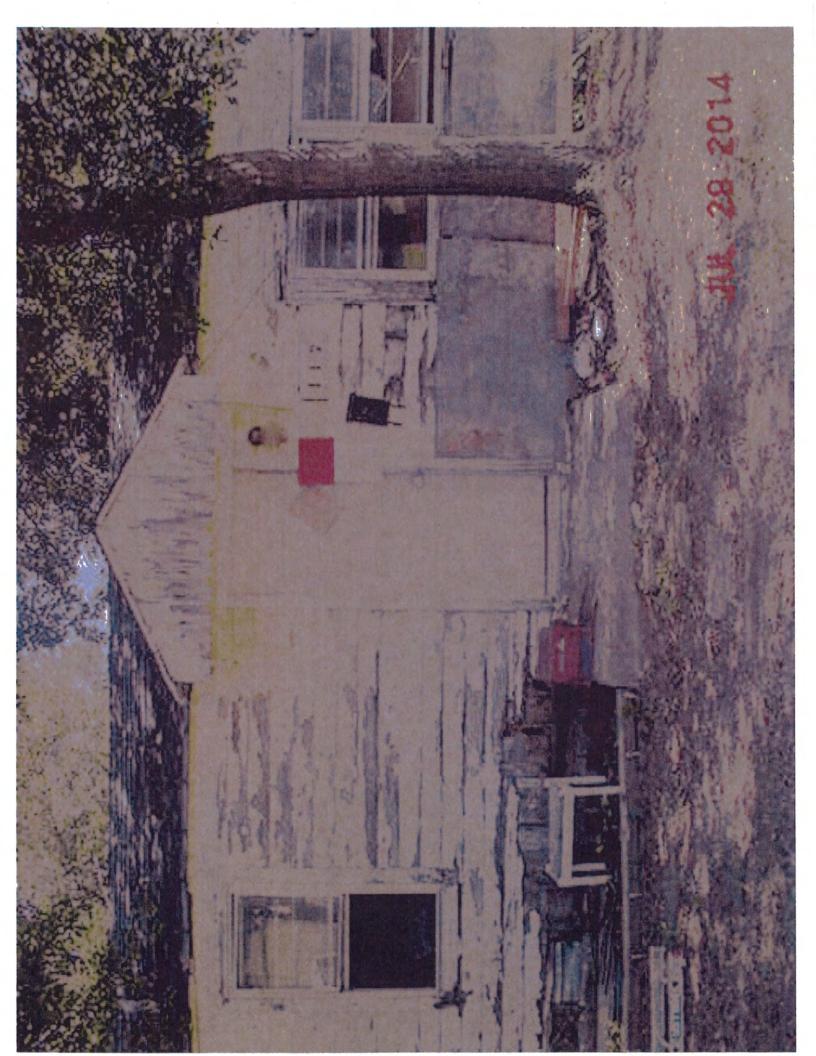
If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

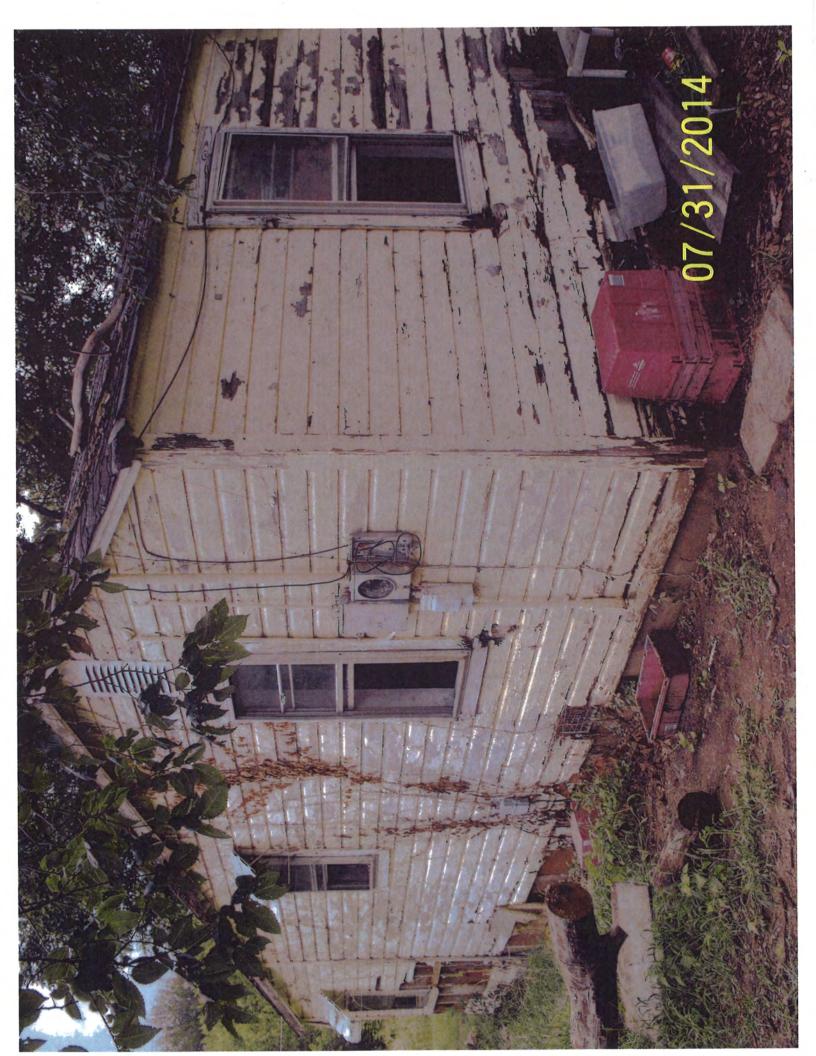
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

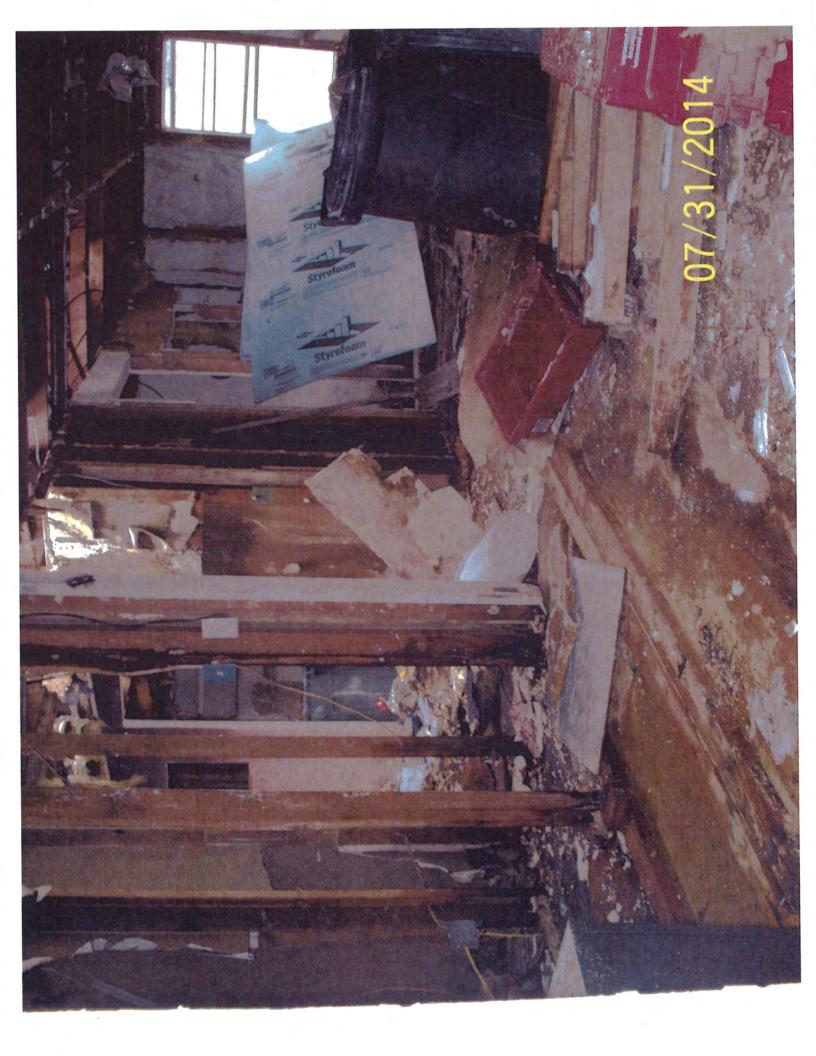
Sincerely, the Ex

George Estrada, Building Inspector, City of McAlester

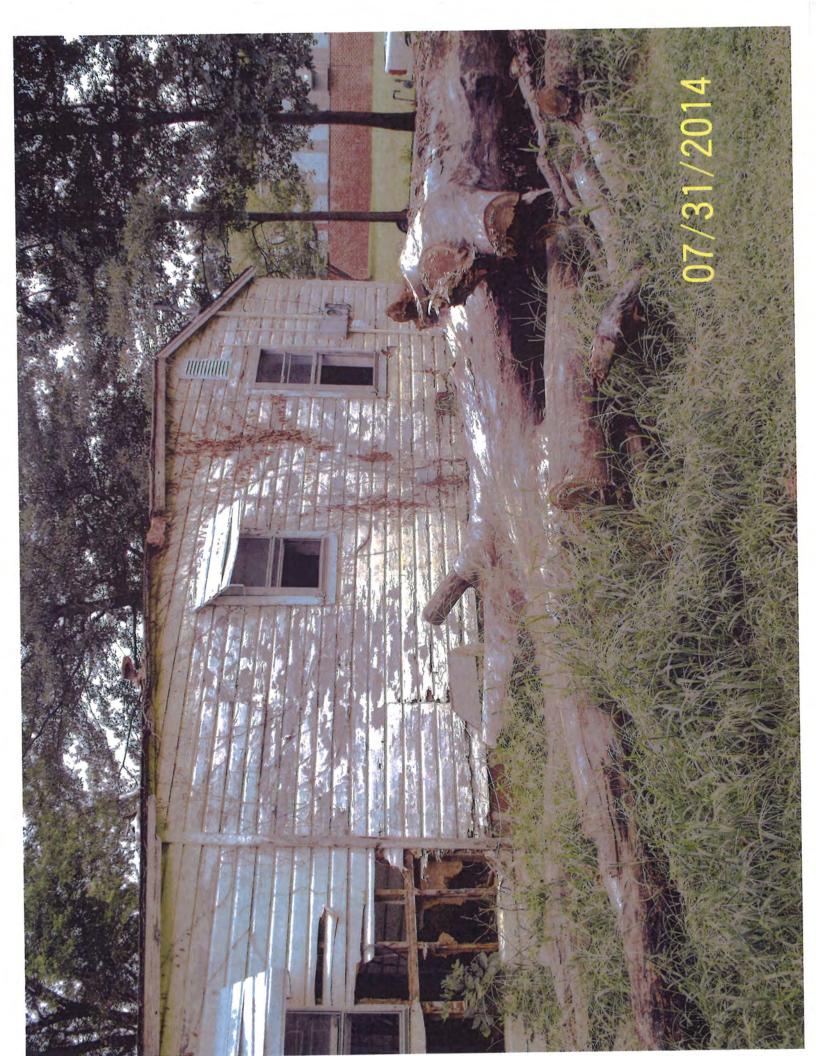
Enclosure: Owner Release Form











#### Dilapidated/Dangerous Structure Condemnation Notice City of McAlester

Date: <u>July 31, 2014</u>	
To Property Owner:	Church of Living God Temple #19 % Elder C. Higgs 2517 N Bryant Oklahoma City, Ok. 73121
To Mortgage Holder:	No Mortgage Holder
An inspection of the proof Chapter 18 Article I	roperty at 1106 E. Chickasaw Avenue., McAlester, OK found it to be in violation X. Dangerous Structures of the Code of Ordinances of the City of McAlester.

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On <u>Tuesday</u>, <u>August 12</u>, <u>2014</u> at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than <u>Monday</u>, <u>August 11</u>, <u>2014</u>.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

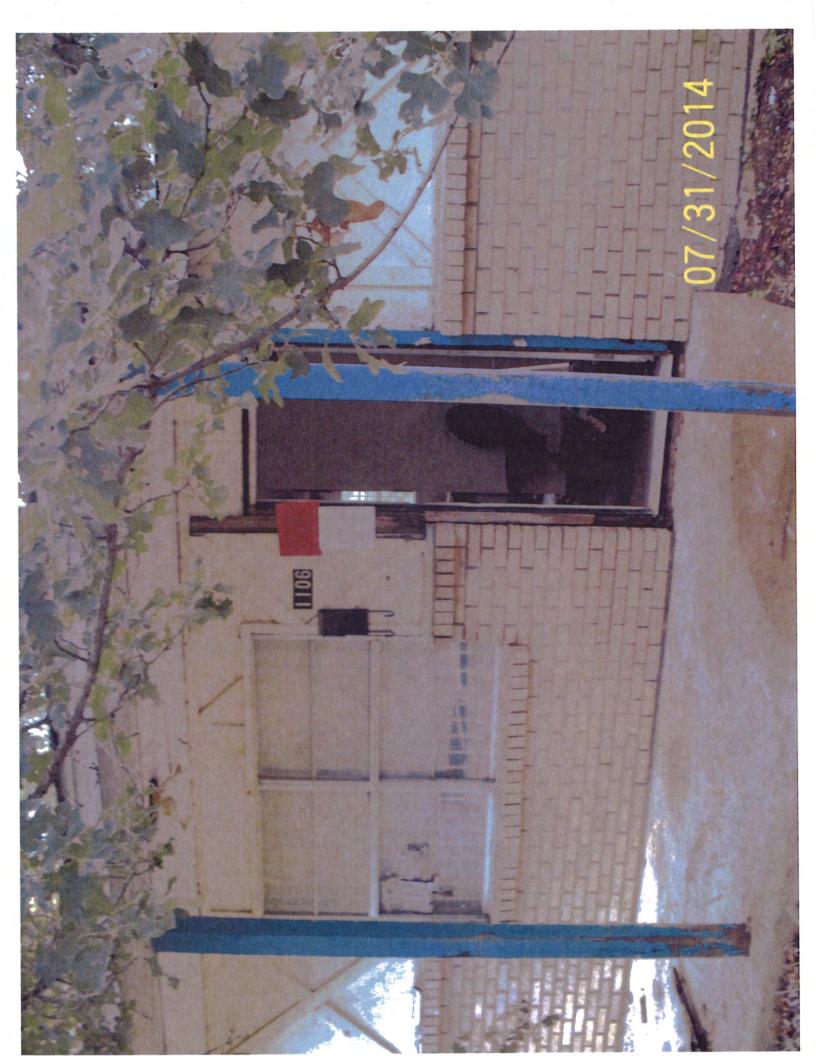
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

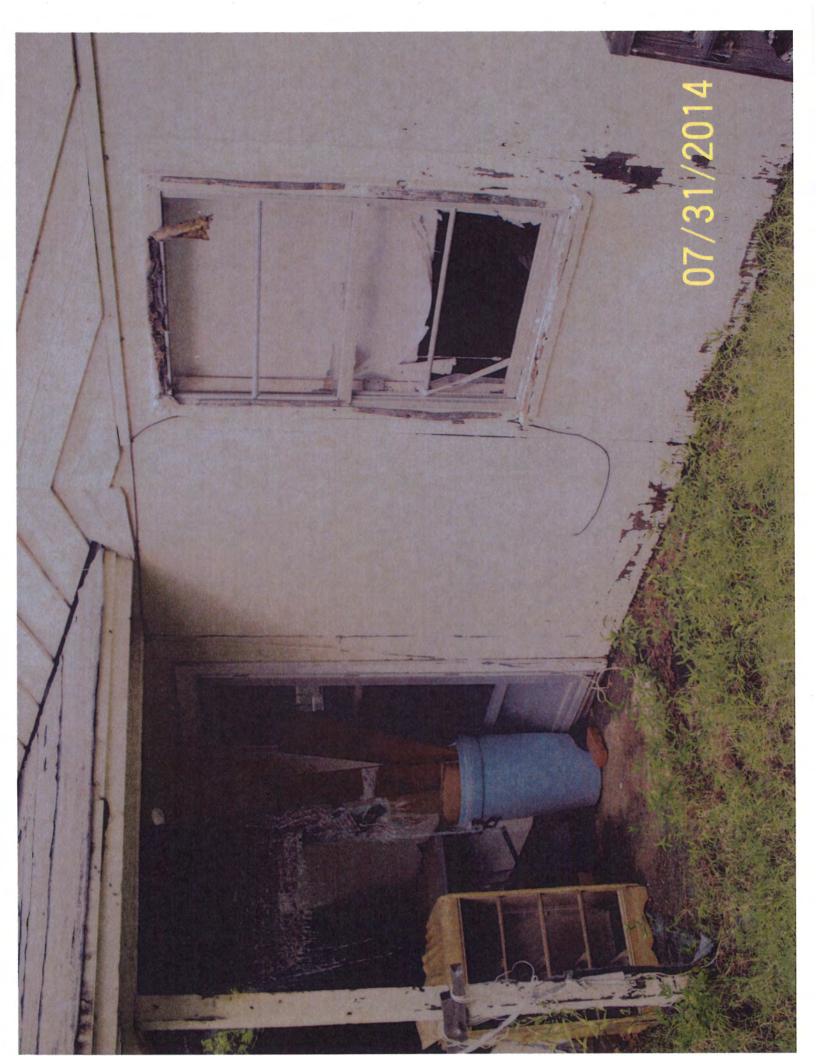
Sincerely,

George Estrada, Building Inspector, City of McAlester

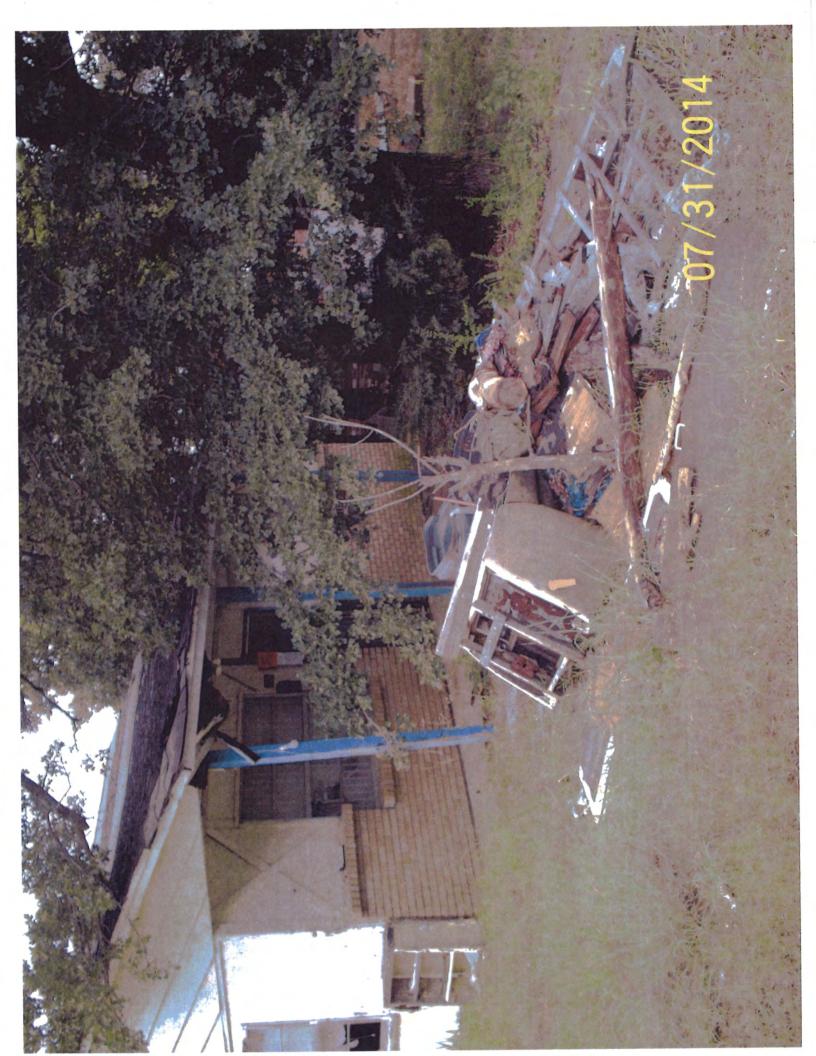
Legal Description: E 60' Lot 2 , Block 404 S. McAlester

Enclosure: Owner Release Form











#### Dilapidated/Dangerous Structure Condemnation Notice City of McAlester

Date: <u>July 29, 2014</u>	
To Property Owner:	Roger M. & Elizabeth Timmons 600 E. Comanche Avenue McAlester, Ok. 74501
To Mortgage Holder:	Hazel Beckham 104 Wayside Drive McAlester, Ok. 74501

An inspection of the property at <u>33 E. Jefferson Avenue</u>, McAlester, OK found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester.

Legal Description: W 55' Lot 8, Block 265 S. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On <u>Tuesday</u>, <u>August 12, 2014</u> at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than <u>Monday</u>, <u>August 11, 2014</u>.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

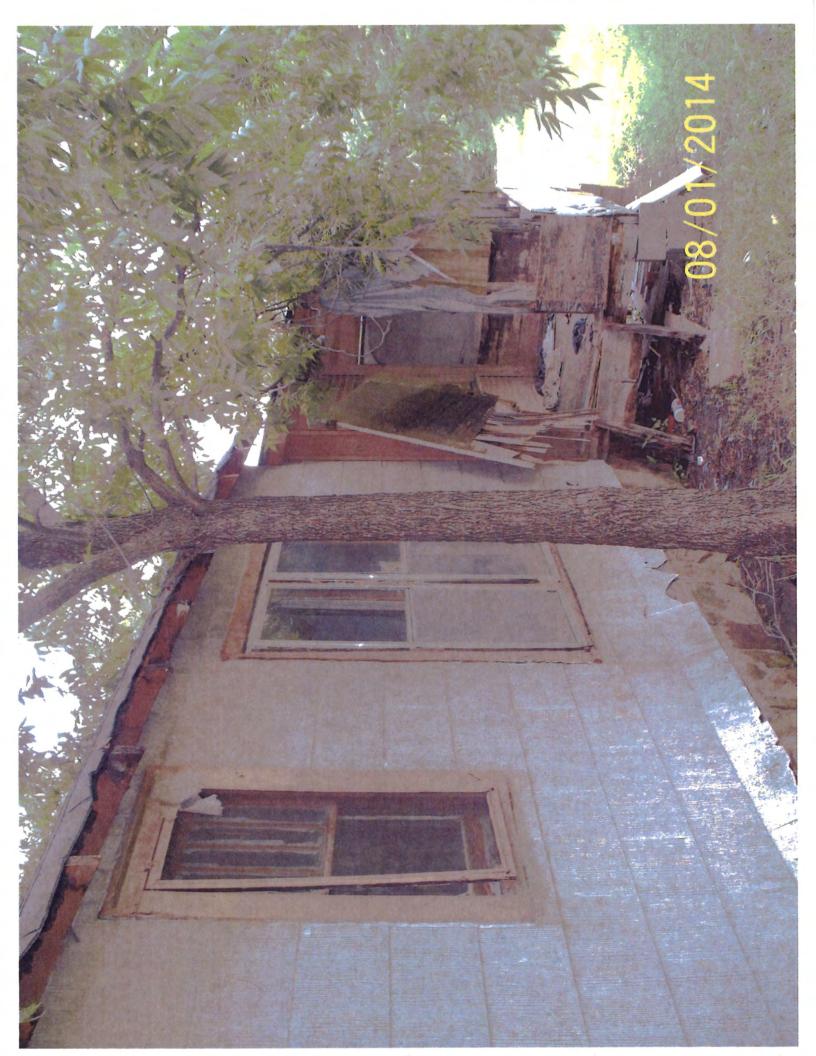
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

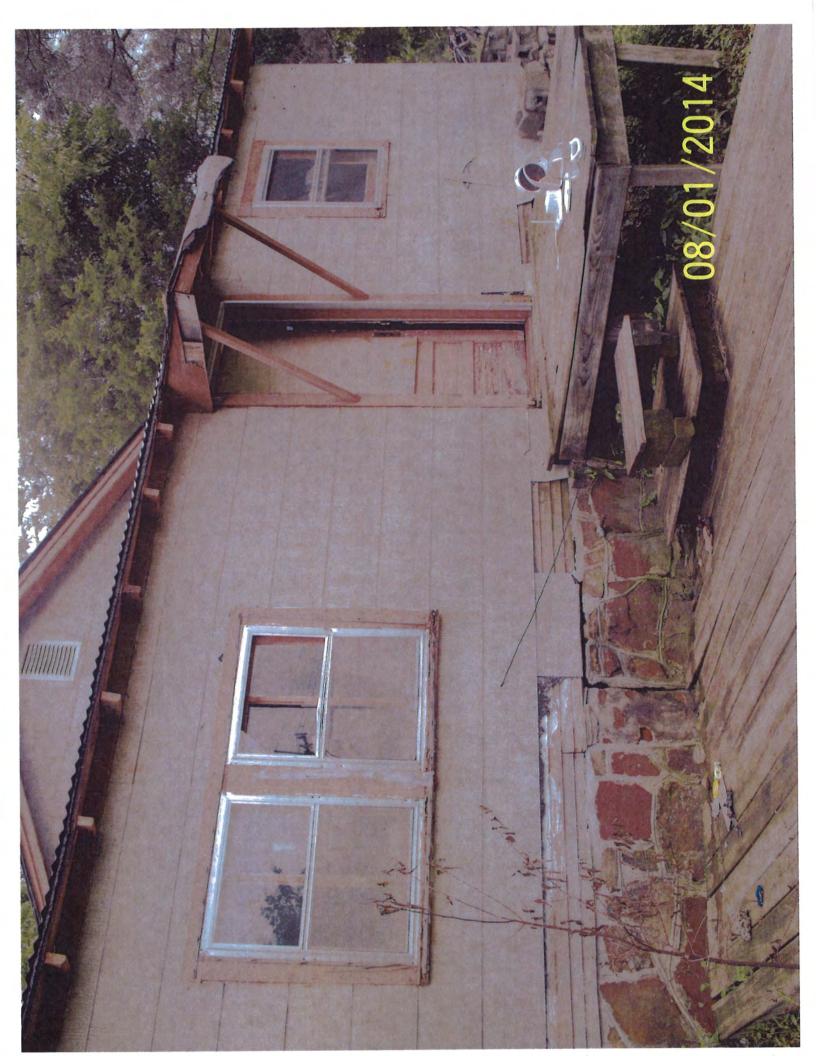
Sincerely, B. St

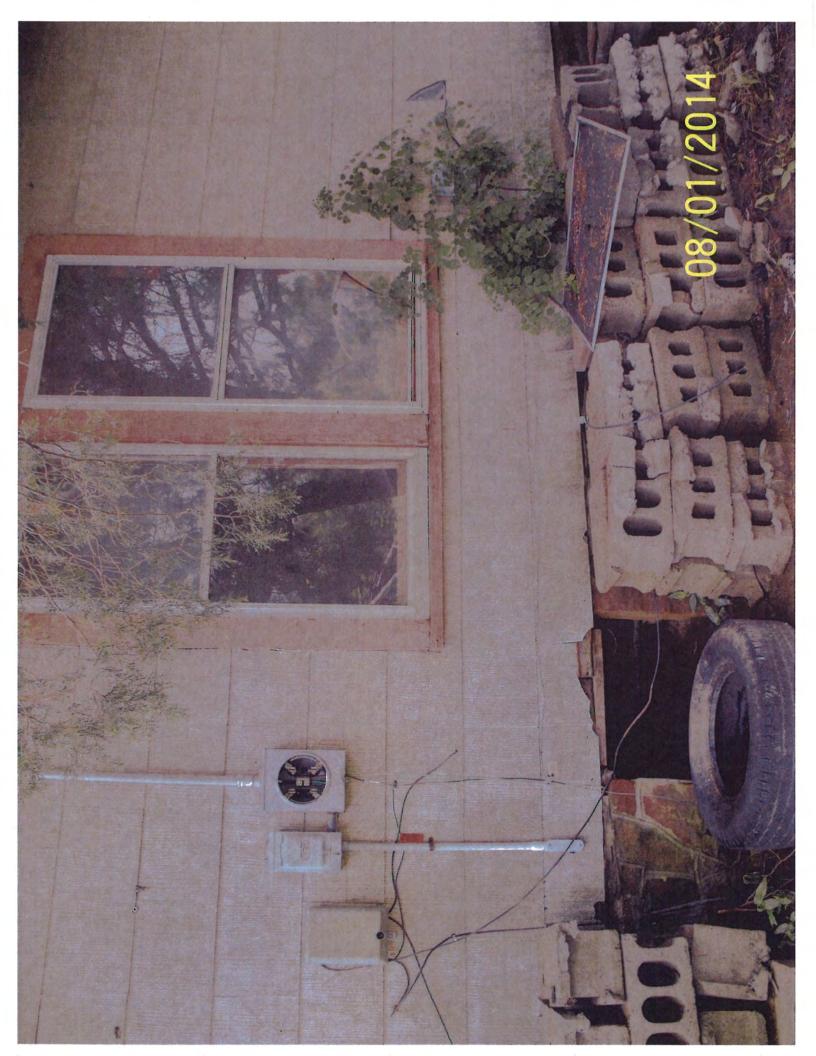
George Estrada, Building Inspector, City of McAlester

Enclosure: Owner Release Form











Date: <u>July 29, 2014</u>	
To Property Owner:	Darrell & Virginia Faver 29 E Jefferson Avenue McAlester, Ok. 74501
To Mortgage Holder:	No Mortgage Holders
An inspection of the p Chapter 18 Article IX.	property at 29 E. Jefferson Avenue, McAlester, OK found it to be in violation of Dangerous Structures of the Code of Ordinances of the City of McAlester.
Legal Description: W:	50' Lot 7, Block 265 S. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On <u>Tuesday</u>, <u>August 12, 2014</u> at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than <u>Monday</u>, <u>August 11</u>, 2014.)

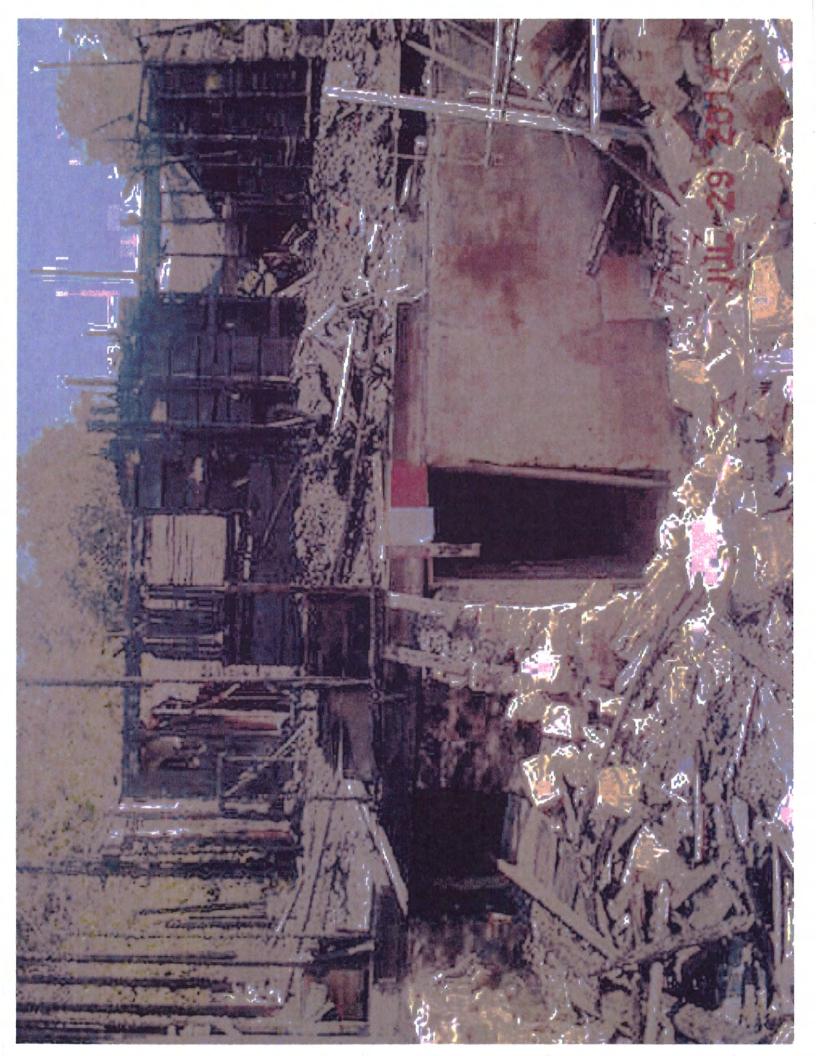
Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

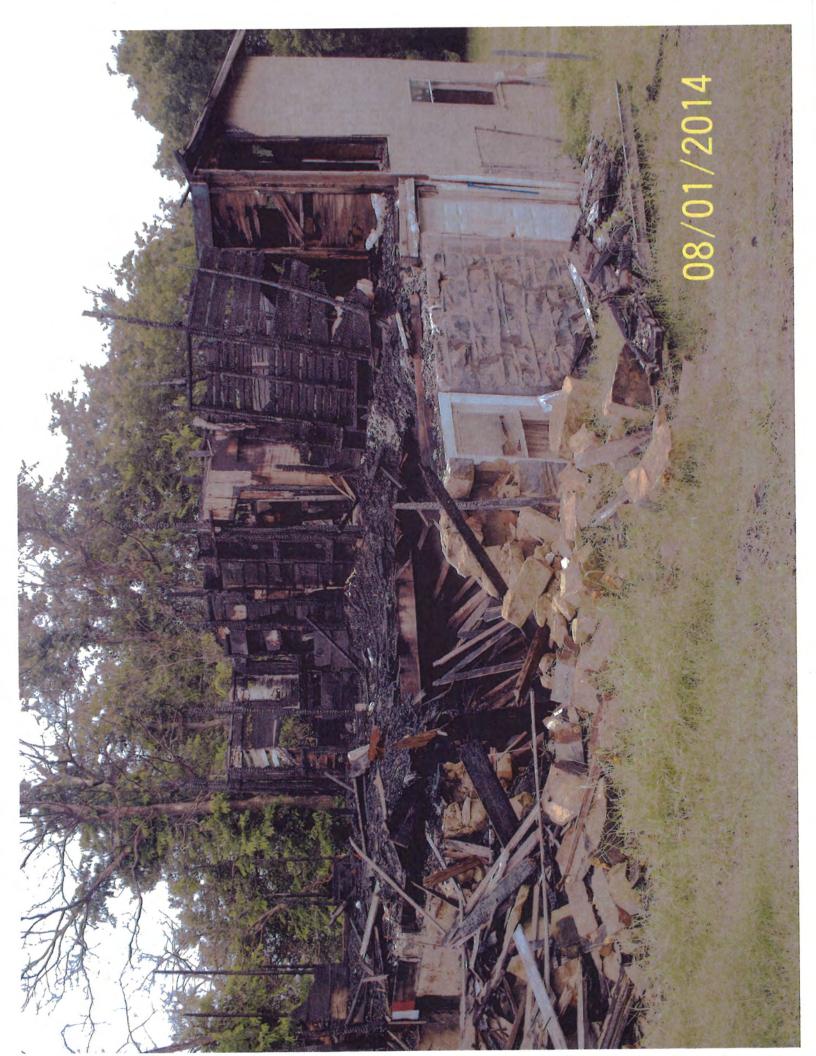
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Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

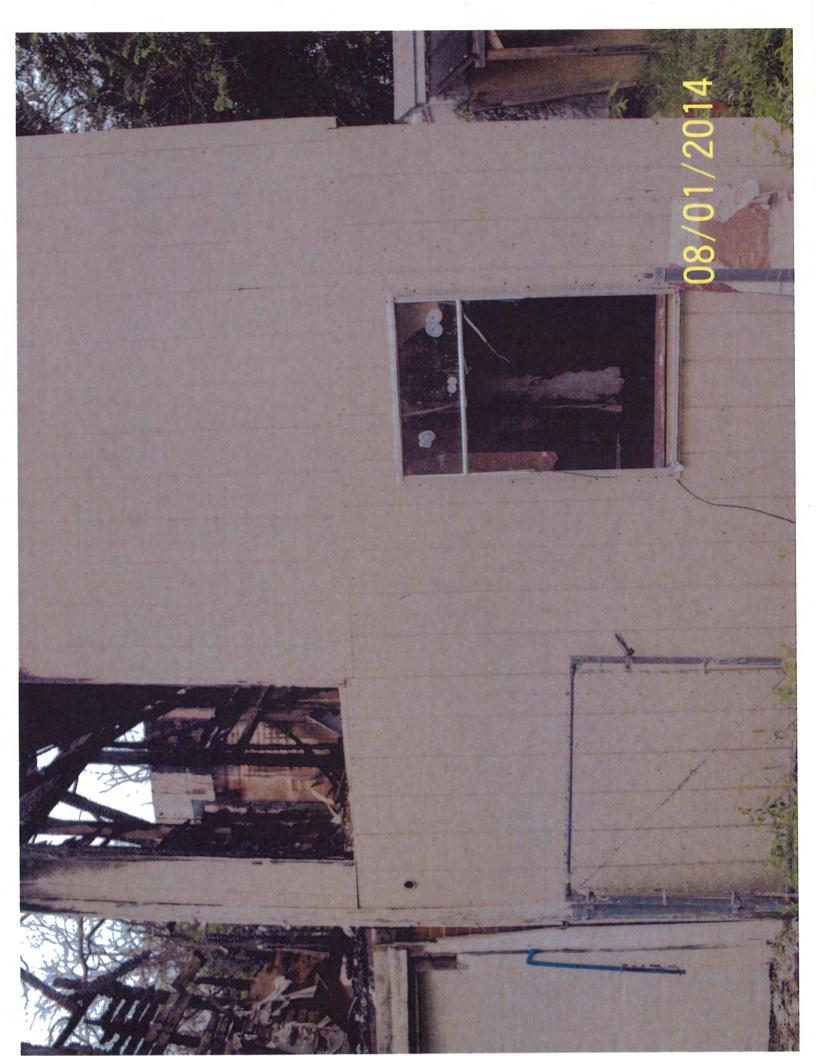
Sincerely,

George Estrada, Building Inspector, City of McAlester









Date: <u>July 29, 2014</u>	
To Property Owner:	Jeremy D. & Holly J. Kennon  884 E. Hereford Lane  McAlester, Ok. 74501
To Mortgage Holder:	No Mortgage Holder
An inspection of the pr Chapter 18 Article IX.	operty at <u>513 E. Seminole Avenue</u> , McAlester, OK found it to be in violation of Dangerous Structures of the Code of Ordinances of the City of McAlester.

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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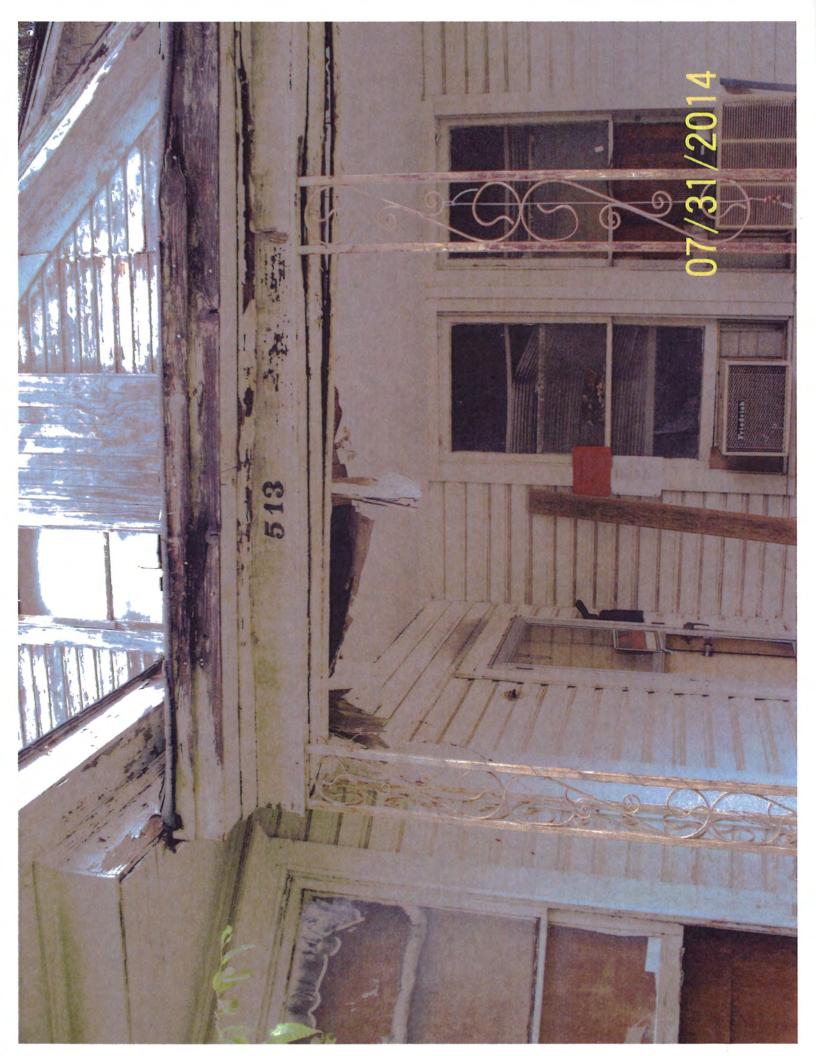
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,

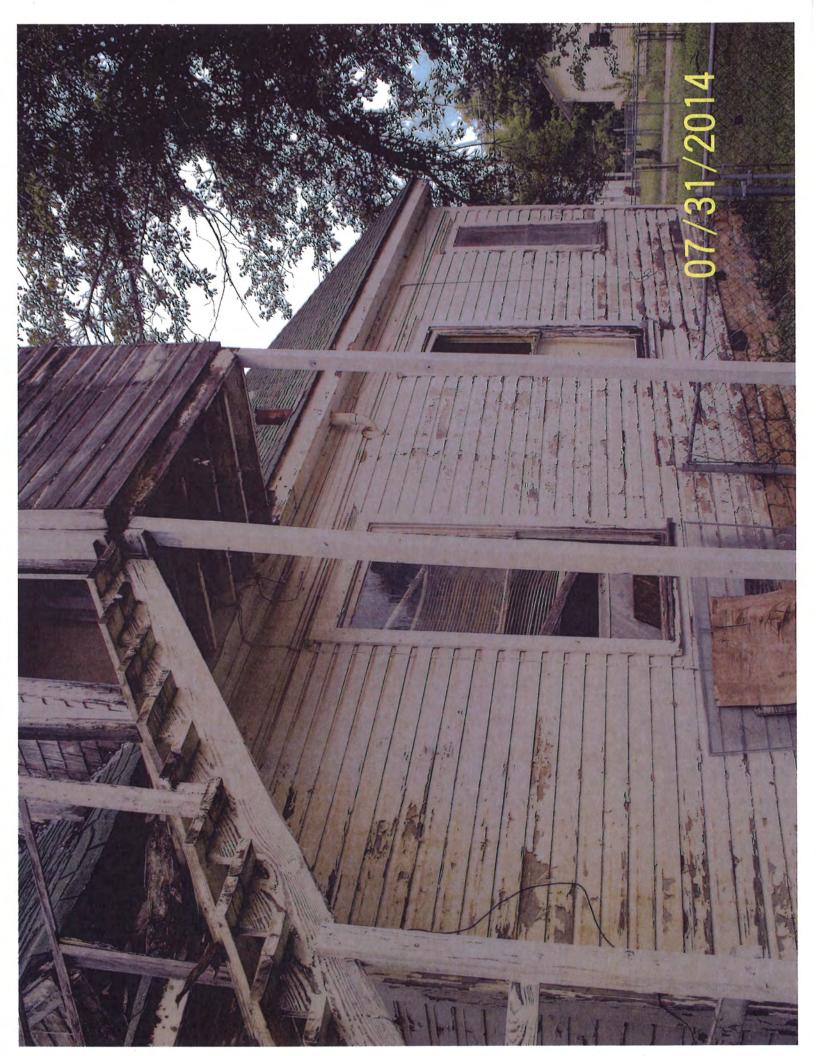
George Estrada, Building Inspector, City of McAlester

Legal Description: E 50' Lot 6, Block 519 S. McAlester

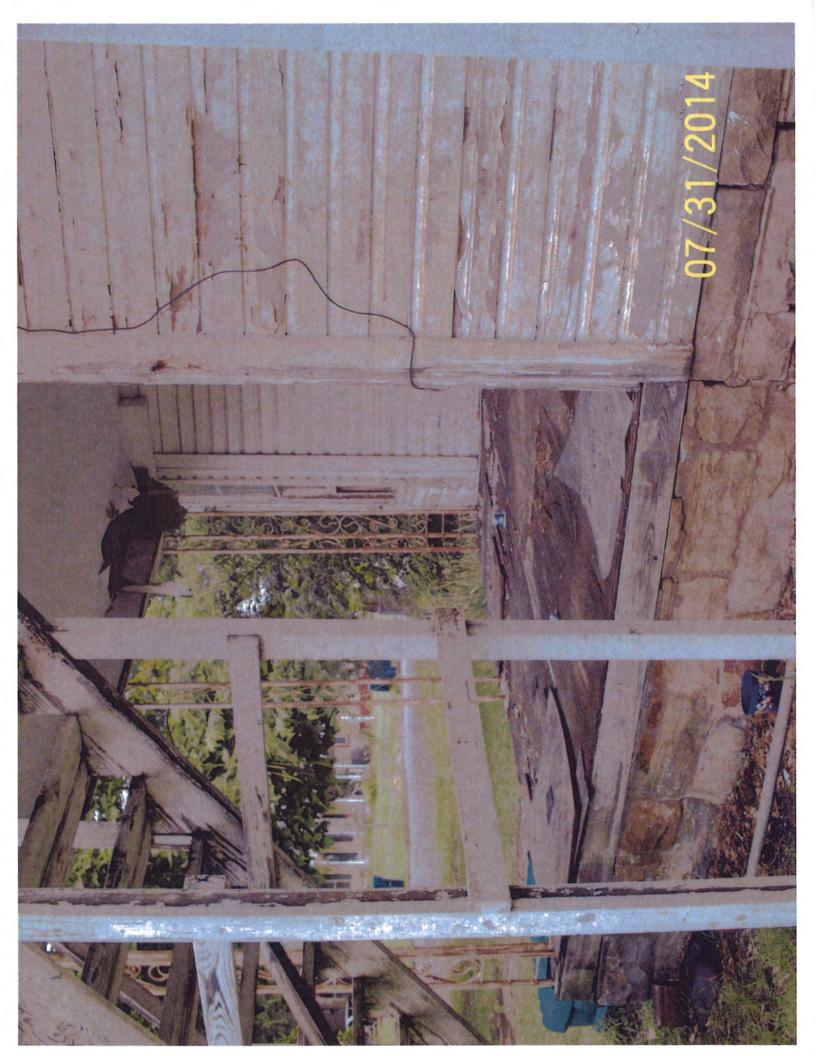












Date: <u>July 29, 2014</u>	
To Property Owner:	Billie Jo Todd 315 W. Osage Avenue McAlester, Ok. 74501
To Mortgage Holder:	No Mortgage Holder
An inspection of the particle IX.	property at 301 W. Osage Avenue, McAlester, OK found it to be in violation of Dangerous Structures of the Code of Ordinances of the City of McAlester.
Legal Description: Lot	6 . Block 575 S. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On <u>Tuesday</u>, <u>August 12, 2014</u> at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than <u>Monday</u>, <u>August 11, 2014</u>.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

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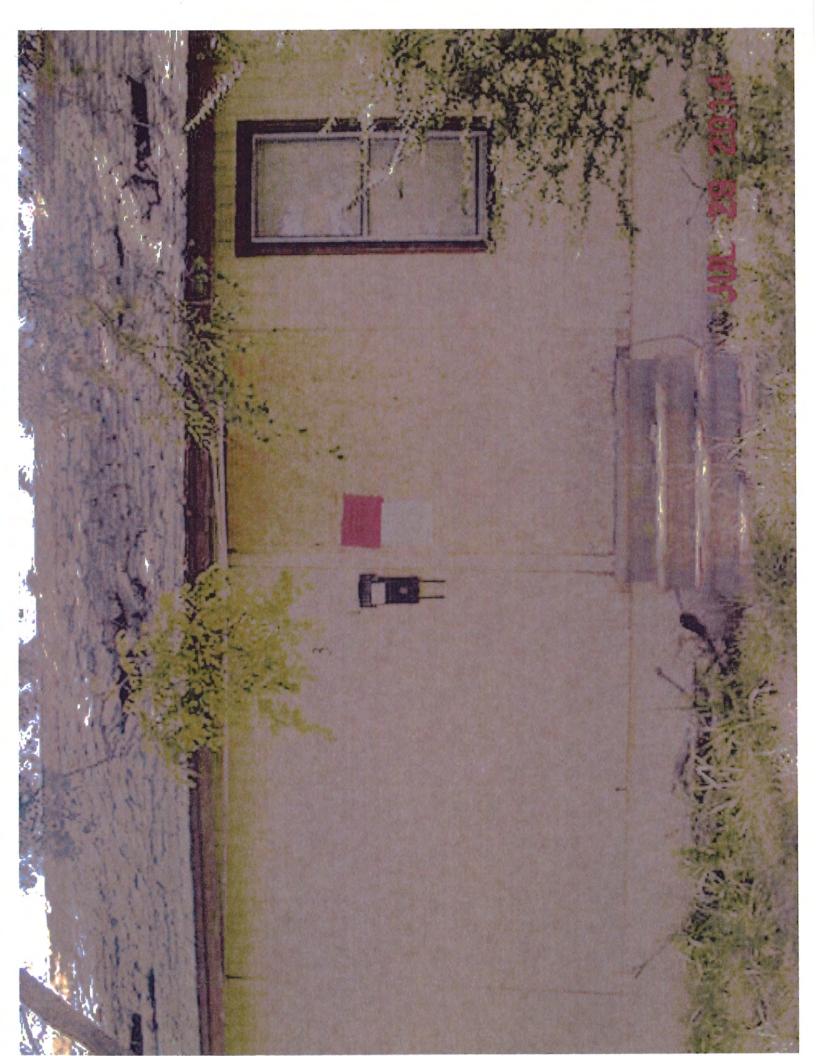
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

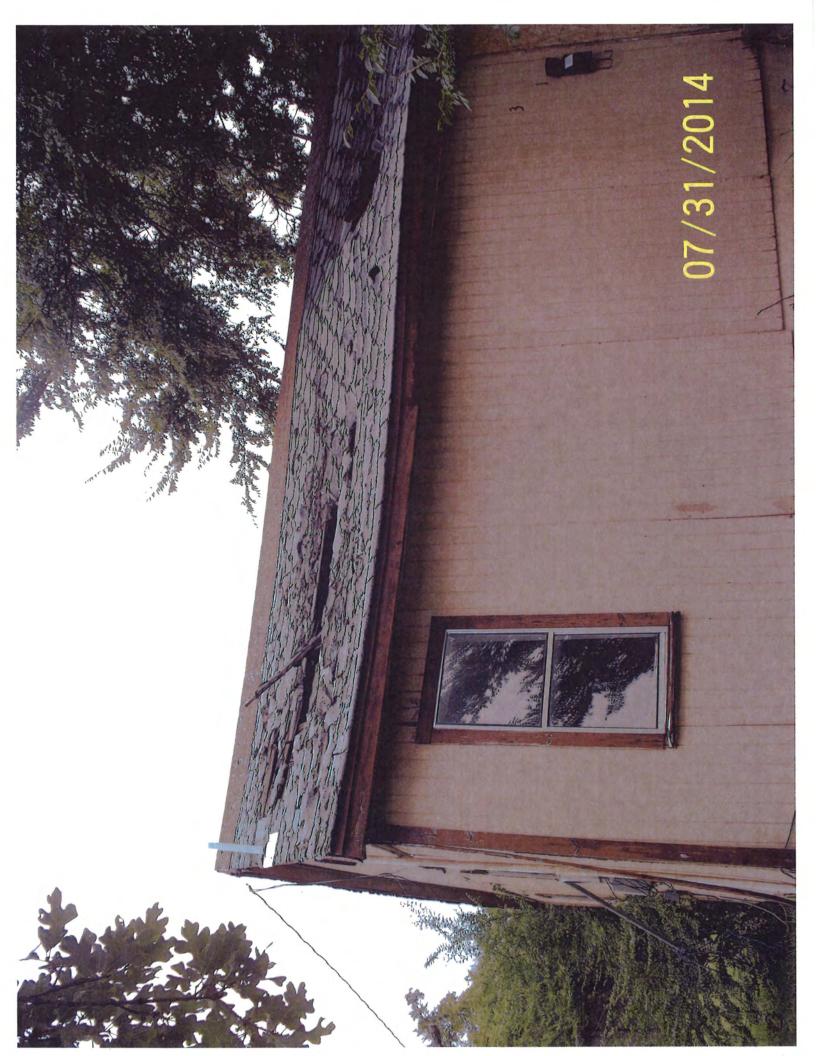
Sincerely,

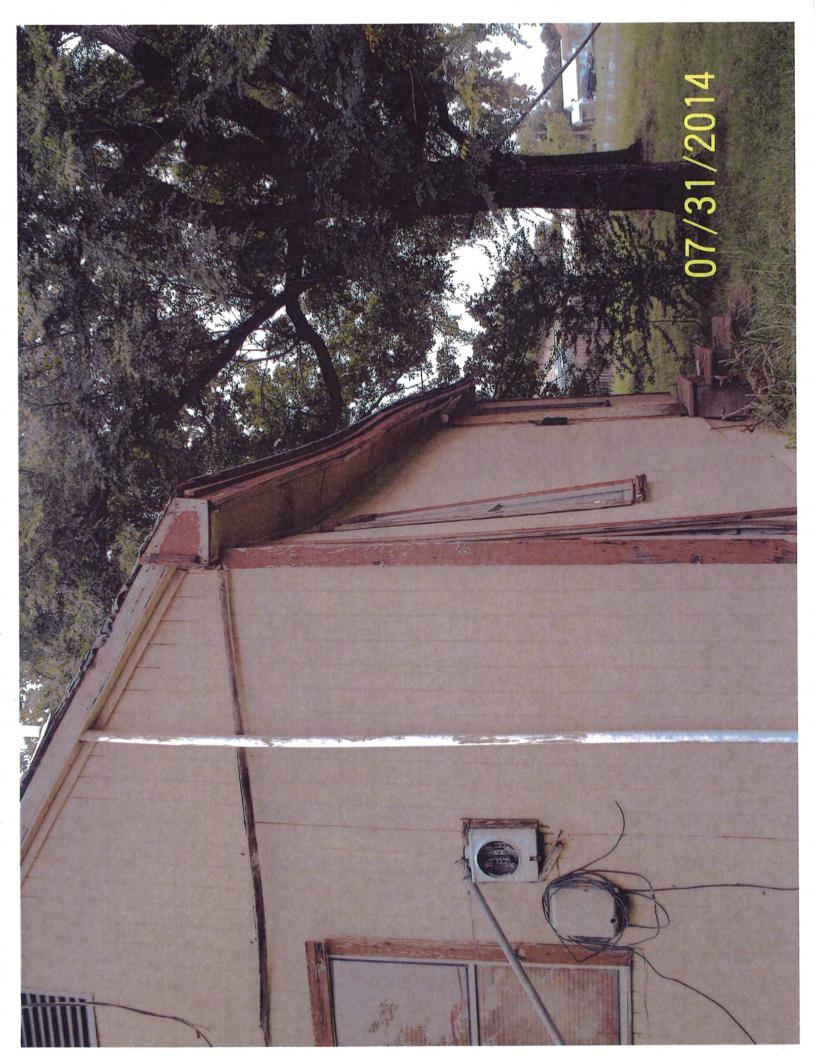
George Estrada, Building Inspector, City of McAlester

Enclosure: Owner Release Form

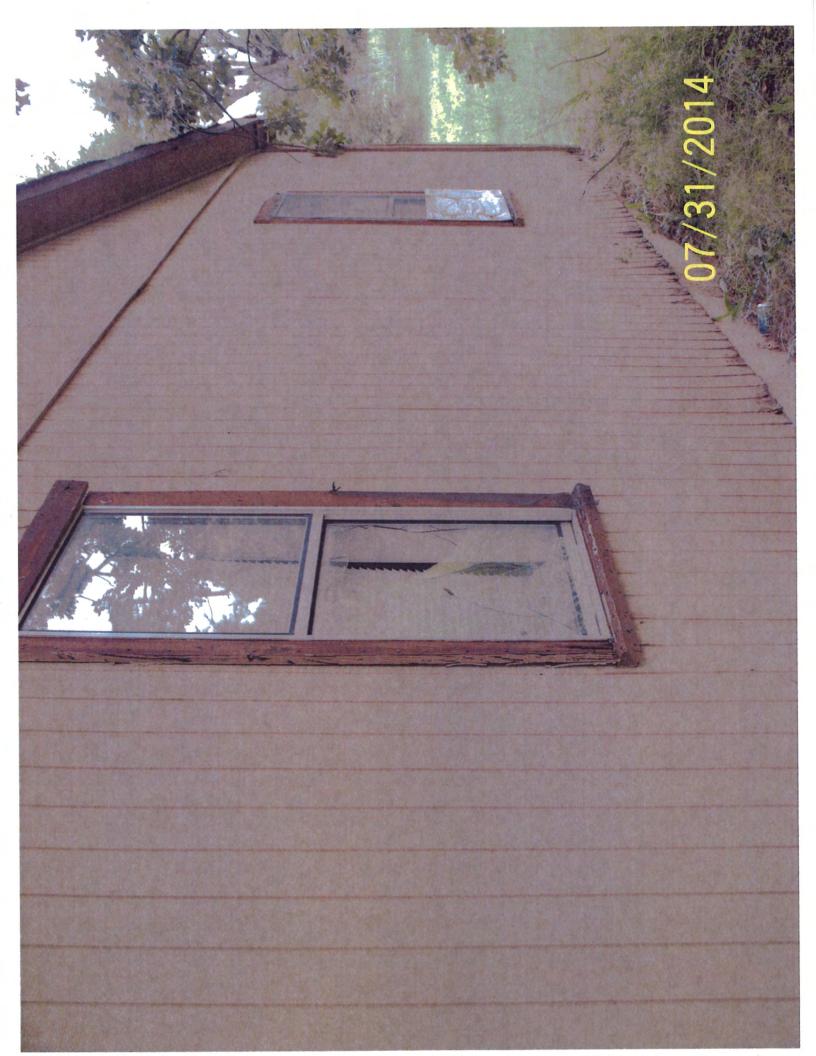
MALT

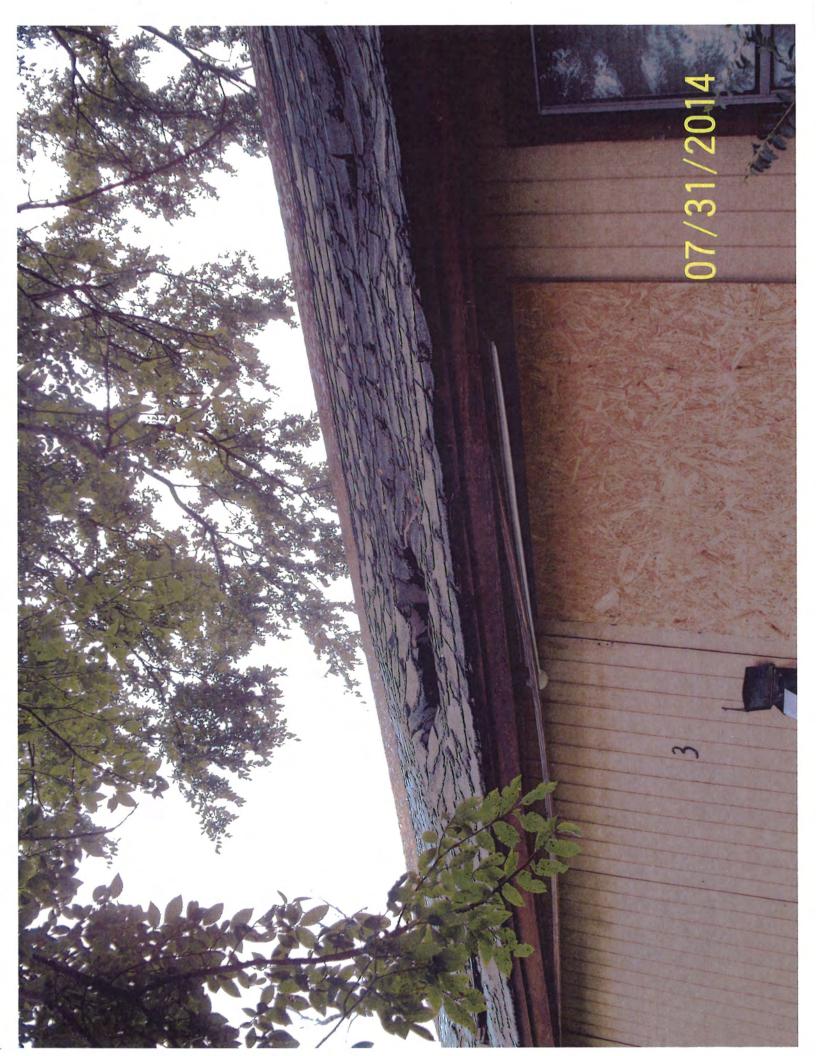


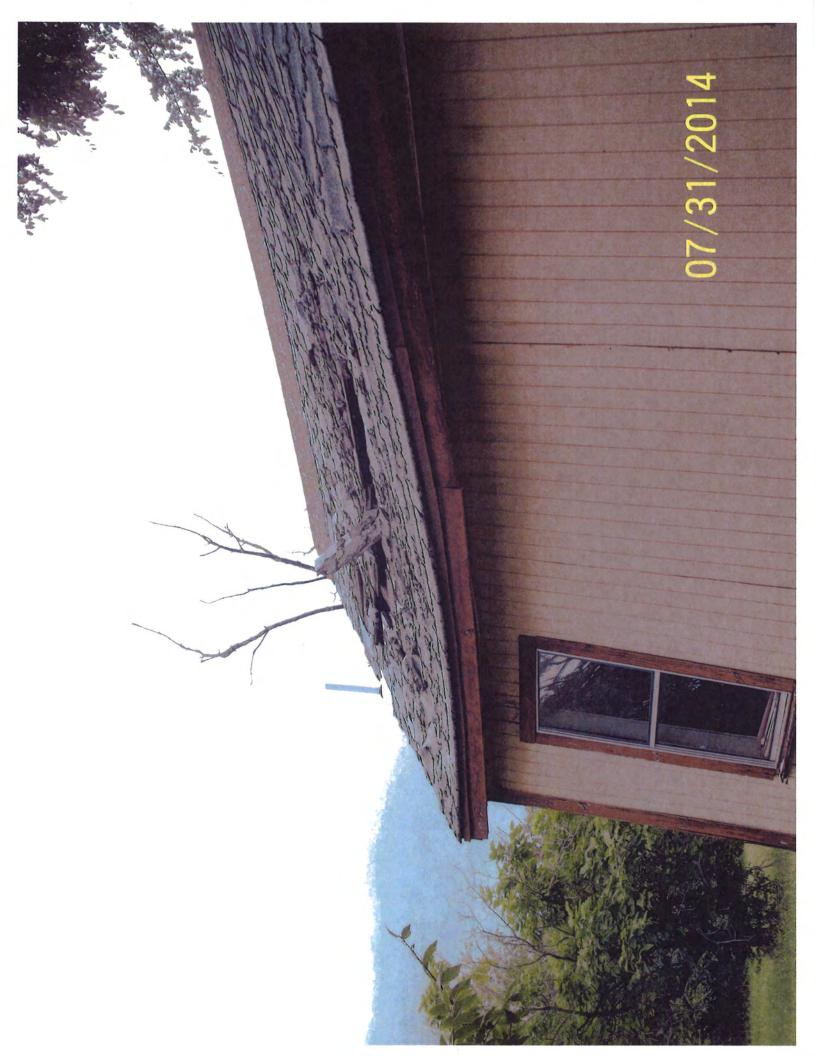












Date: July 29, 2014	
To Property Owner:	Ray, Carl & Mathew & Jason Caldwell  16 W. Seminole Avenue
	McAlester, Ok. 74501
To Mortgage Holder:	No Mortgage Holder
An inspection of the p Chapter 18 Article IX.	property at 16 W. Seminole Avenue, McAlester, OK found it to be in violation of Dangerous Structures of the Code of Ordinances of the City of McAlester.
Legal Description: Lot	2, Block 534 S. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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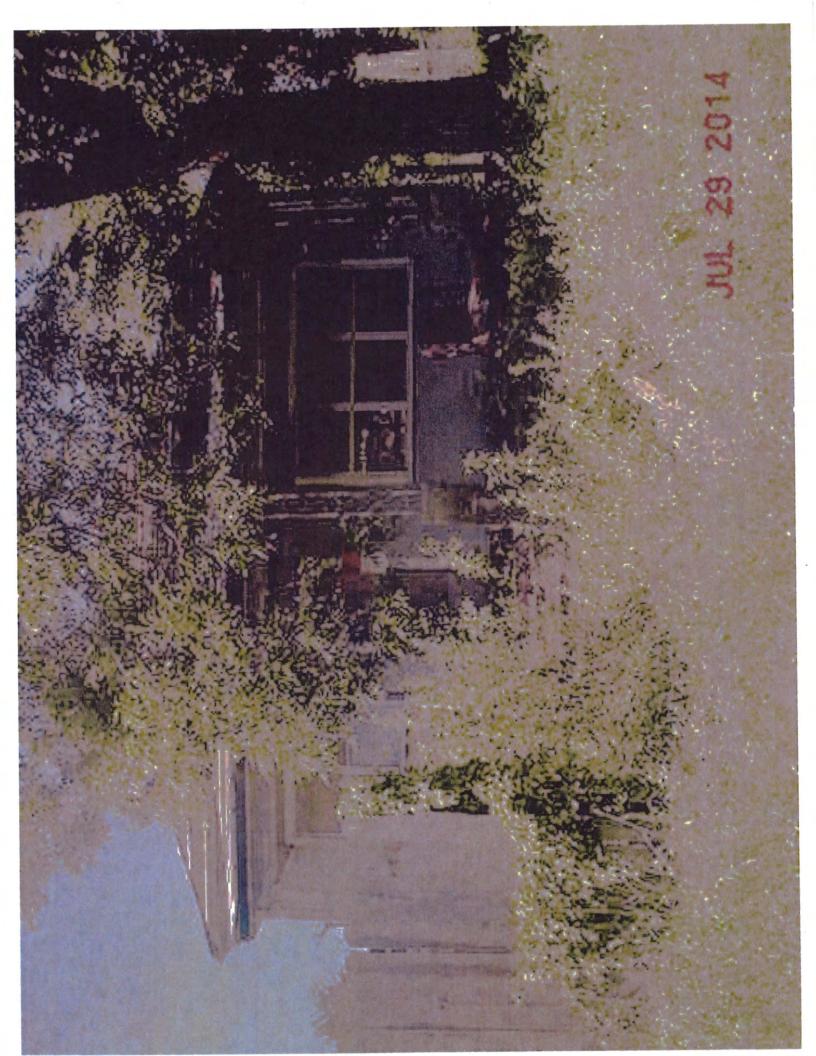
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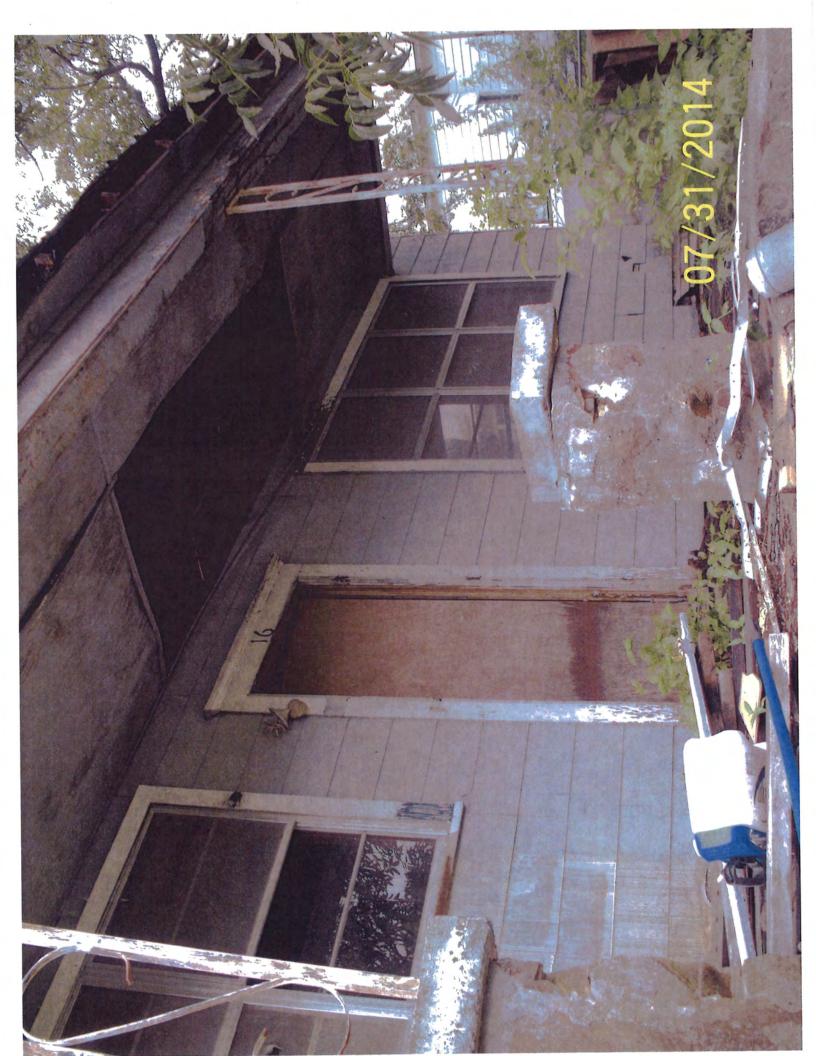
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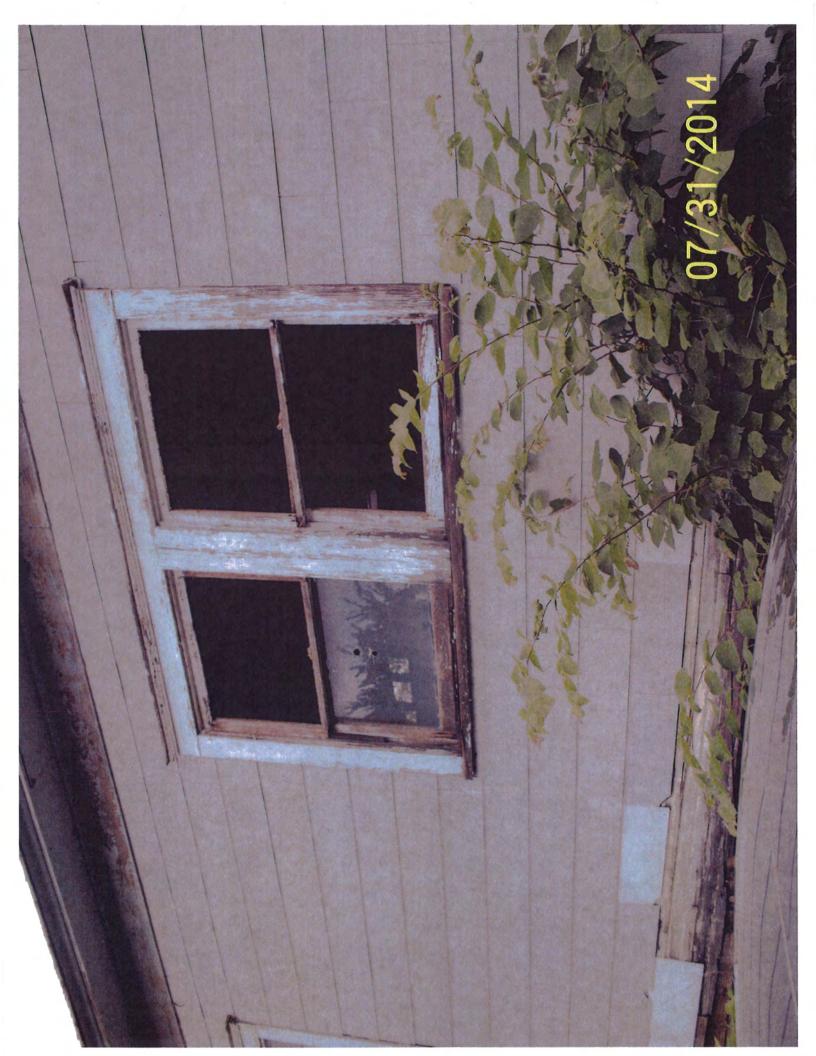
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

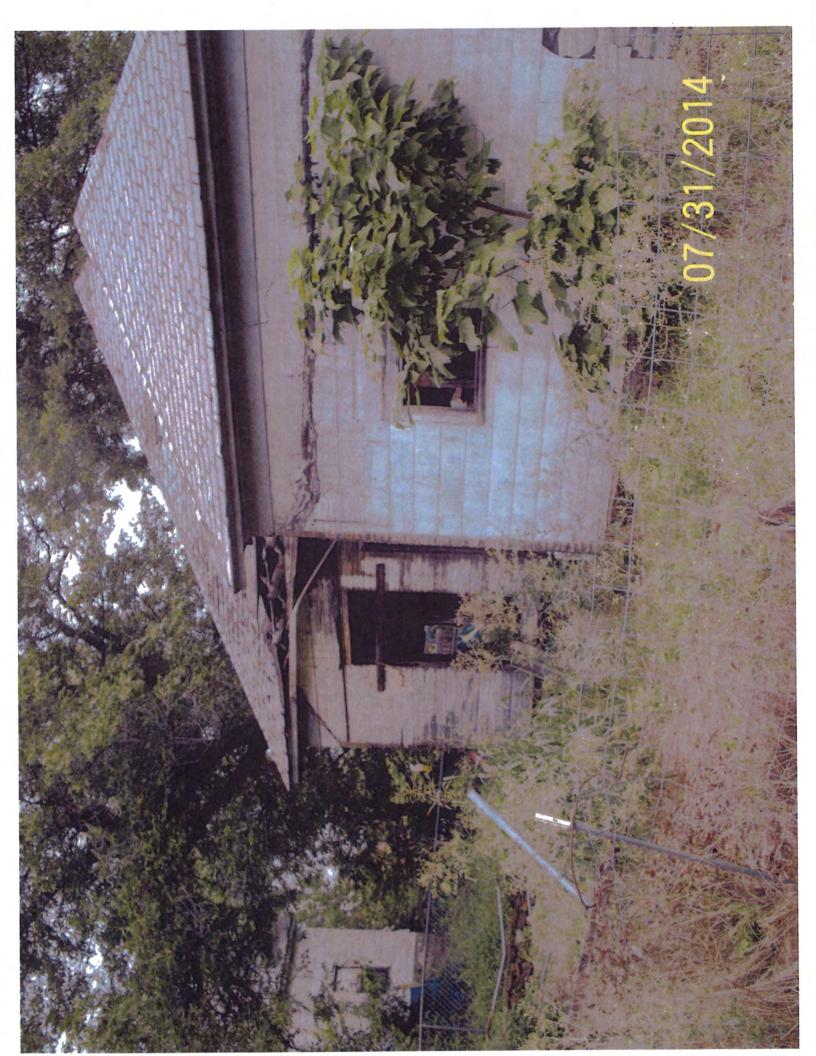
Sincerely, Mar

George Estrada, Building Inspector, City of McAlester











Date: <u>July 29, 2014</u>	
To Property Owner:	Laura Janese Jeffrey
	735 S. 7 <sup>th</sup> St.
	McAlester, Ok. 74501
To Mortgage Holder:	No Mortgage Holder
	property at 409 N. B St., McAlester, OK found it to be in violation of Chapter 18 Structures of the Code of Ordinances of the City of McAlester.
Legal Description: Lot	6 & 7 , Block 266 S. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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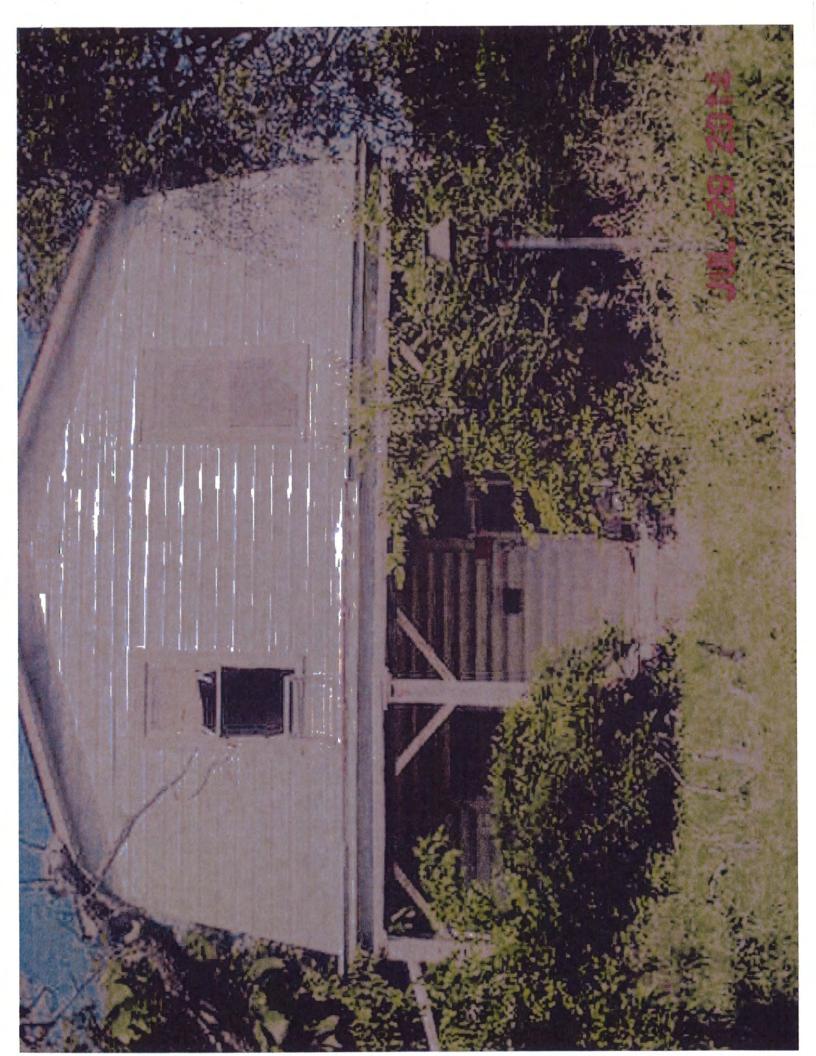
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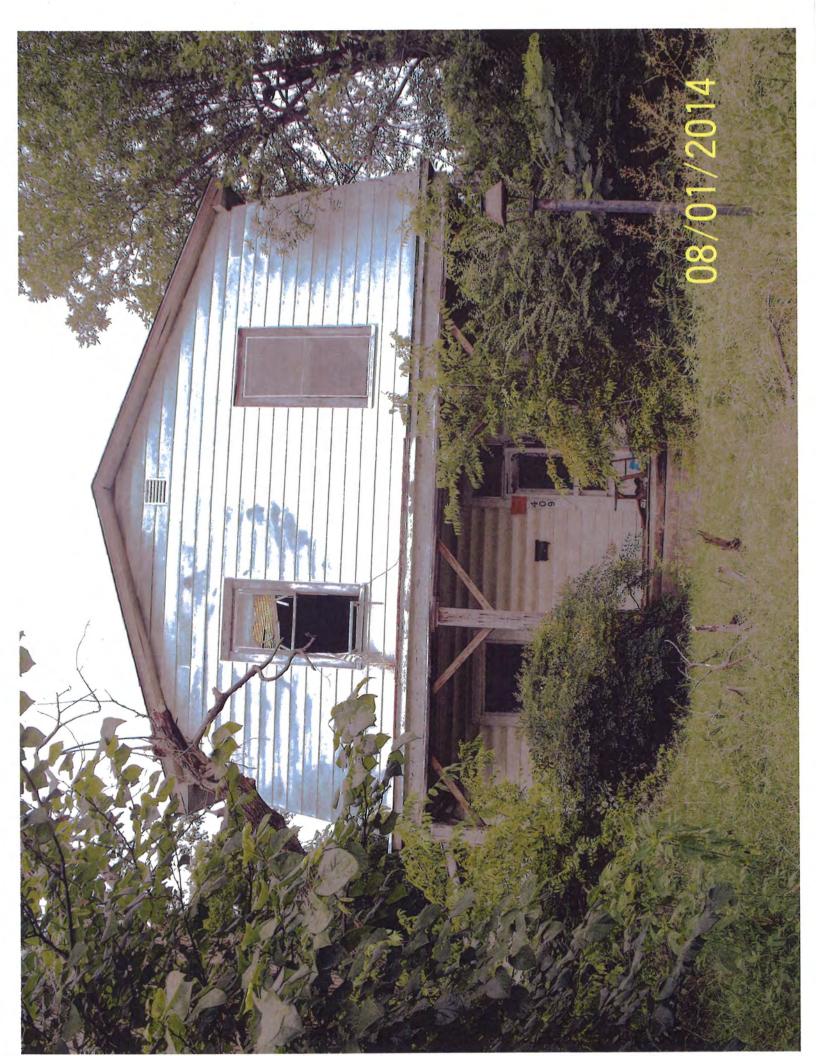
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

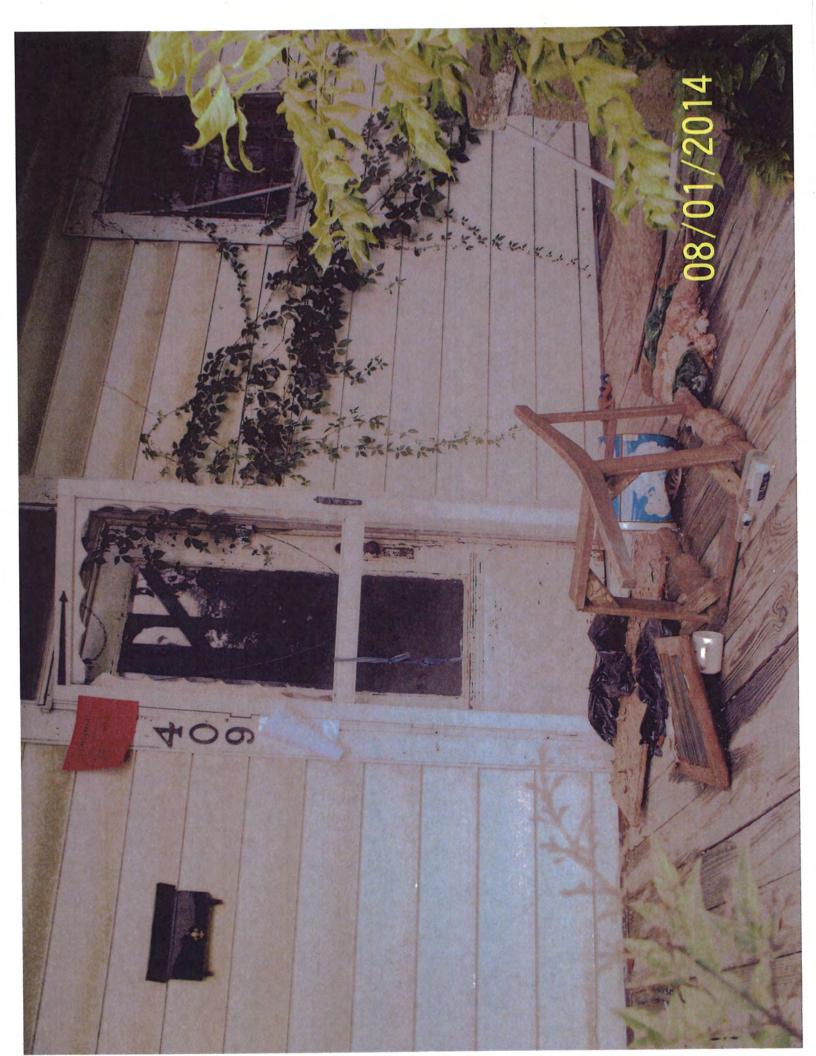
Sincerely,

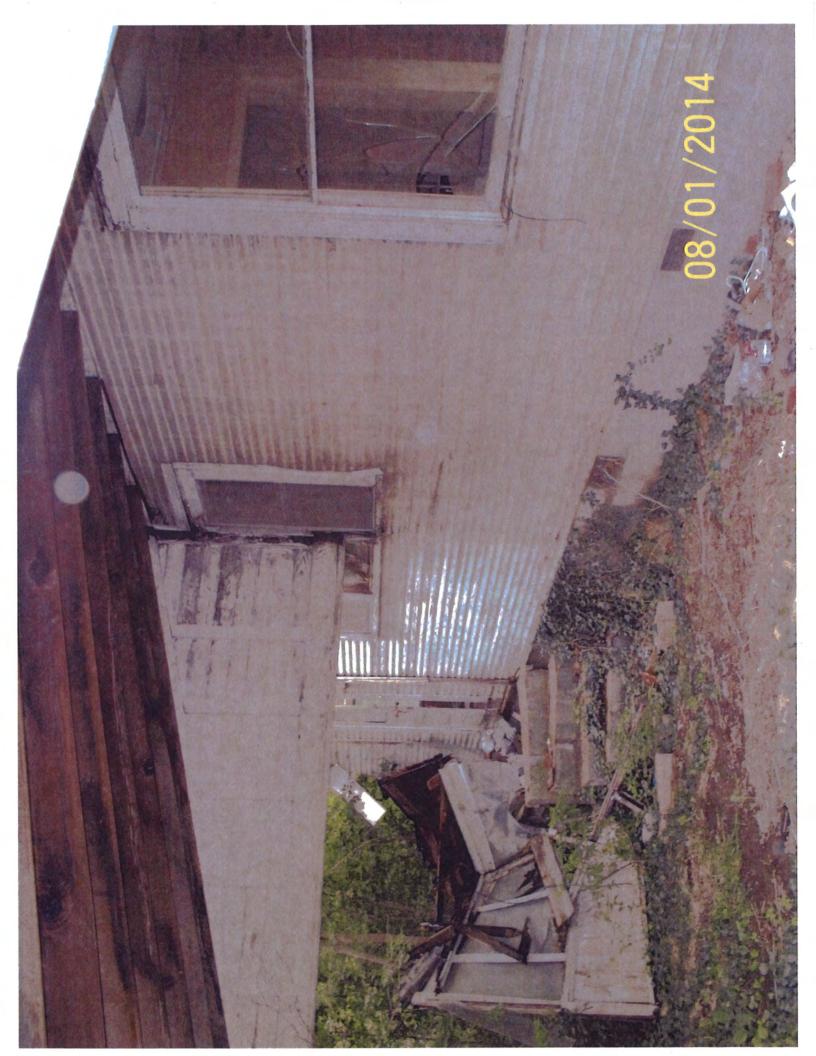
George Estrada, Building Inspector, City of McAlester

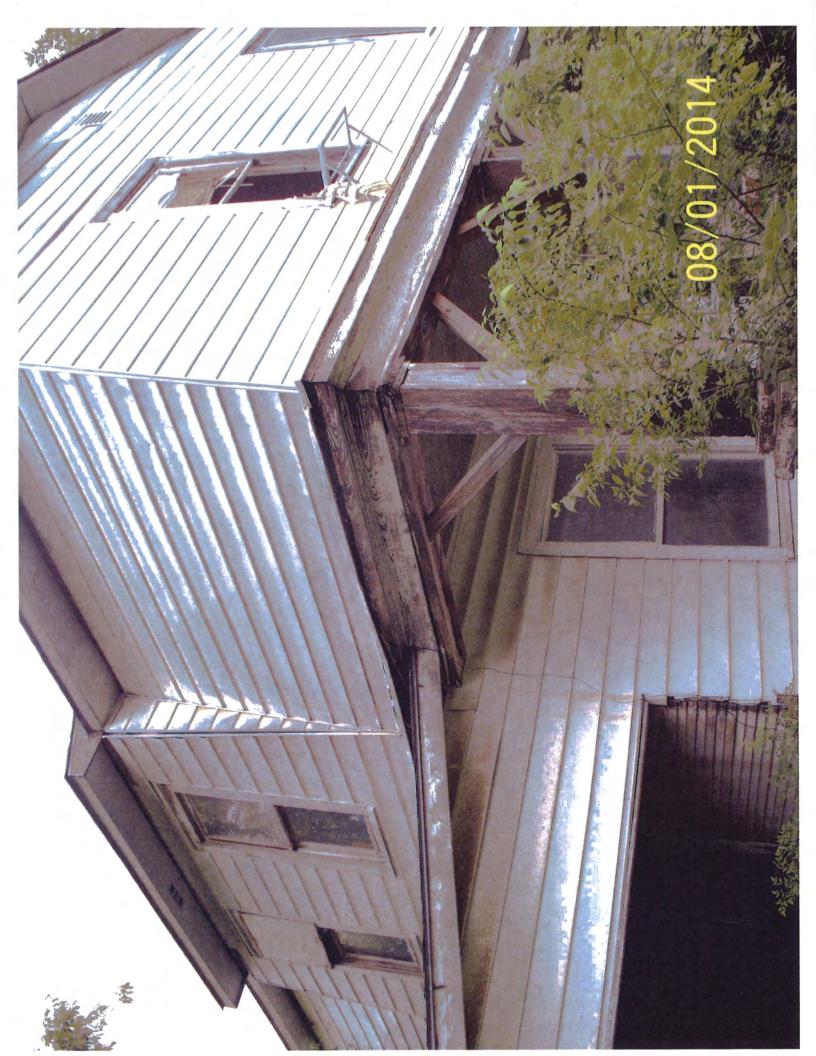
Salt











Date: July 29, 2014		
To Property Owner:	Steven C. & Phyllis L. Nelms	
Beerly State Total	Rt. 1, Box 366 A.	_
	Eufaula, Ok. 74432	_
To Mortgage Holder:	CitiMortgage, Inc.	
	1000 Technology Dr., MS 321	
	O' Fallon, Mo. 63368-2240	

An inspection of the property at 625 S. Oak St., McAlester, OK found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester.

Legal Description: Lot 6 , Block 524 S. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On <u>Tuesday</u>, <u>August 12</u>, <u>2014</u> at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than Monday, August 11, 2014.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

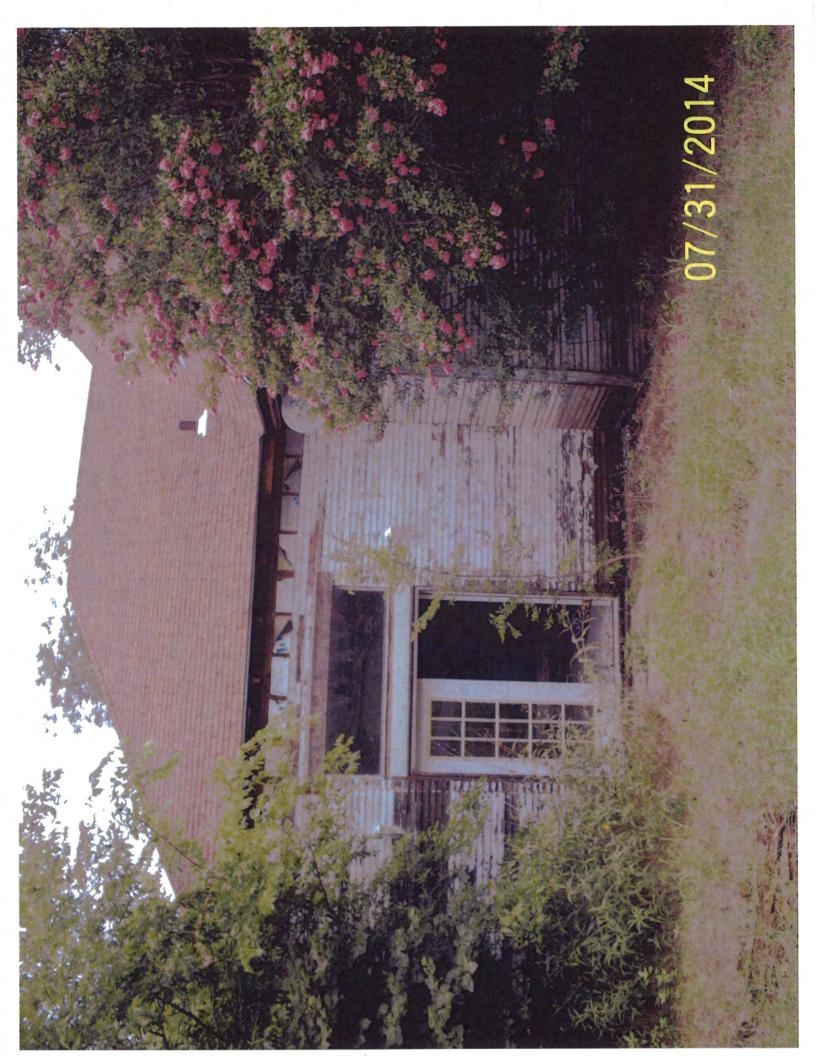
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,

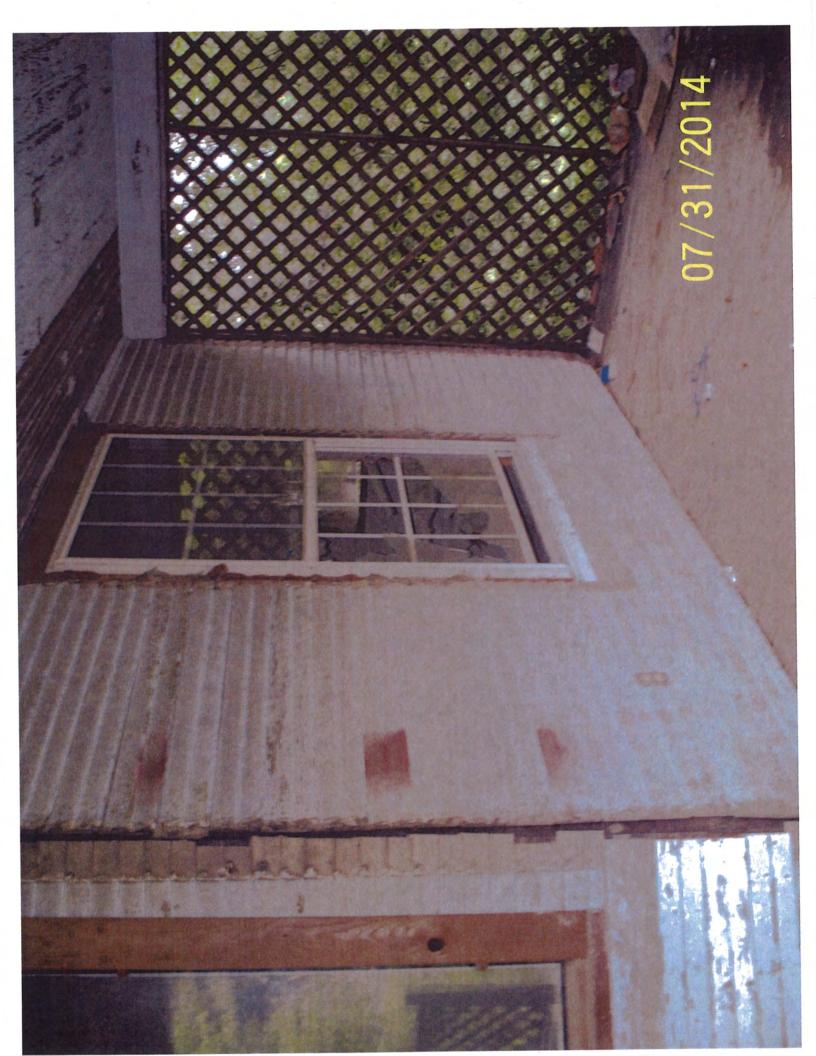
George Estrada, Building Inspector, City of McAlester











07/31/2014

CONDEMNED

DANGER ----KEEP OUT

71-7 0 -14

For comp

## Dilapidated/Dangerous Structure Condemnation Notice City of McAlester

To Property Owner:	Christopher Ray Bailey 385 N.W. Electric
	Krebs, Ok. 74432
To Mortgage Holder:	Diff Address 424 E. Delaware Ave.
	McAlester, Ok. 74501
	operty at 105 W. Springer Avenue., McAlester, OK found it to be in violation of Dangerous Structures of the Code of Ordinances of the City of McAlester.

Legal Description: Lot 7 & 8 , Block 97 N. McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On <u>Tuesday</u>, <u>August 12, 2014</u> at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than <u>Monday</u>, <u>August 11, 2014</u>.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

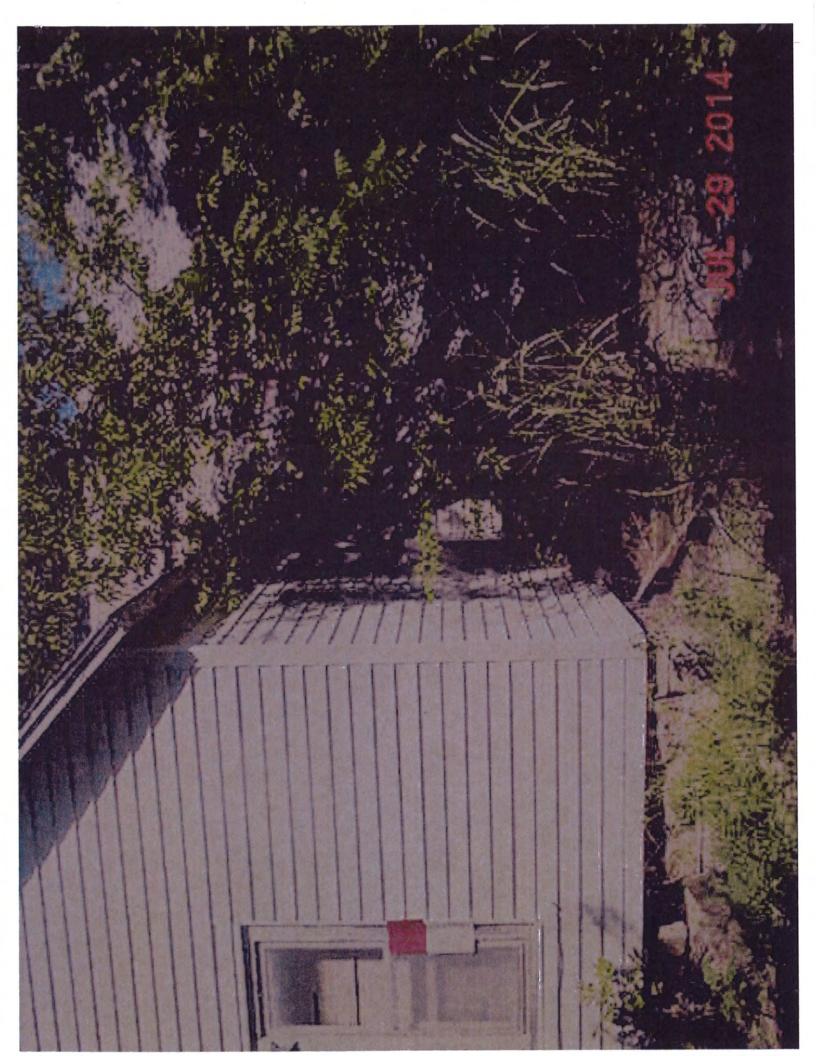
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,

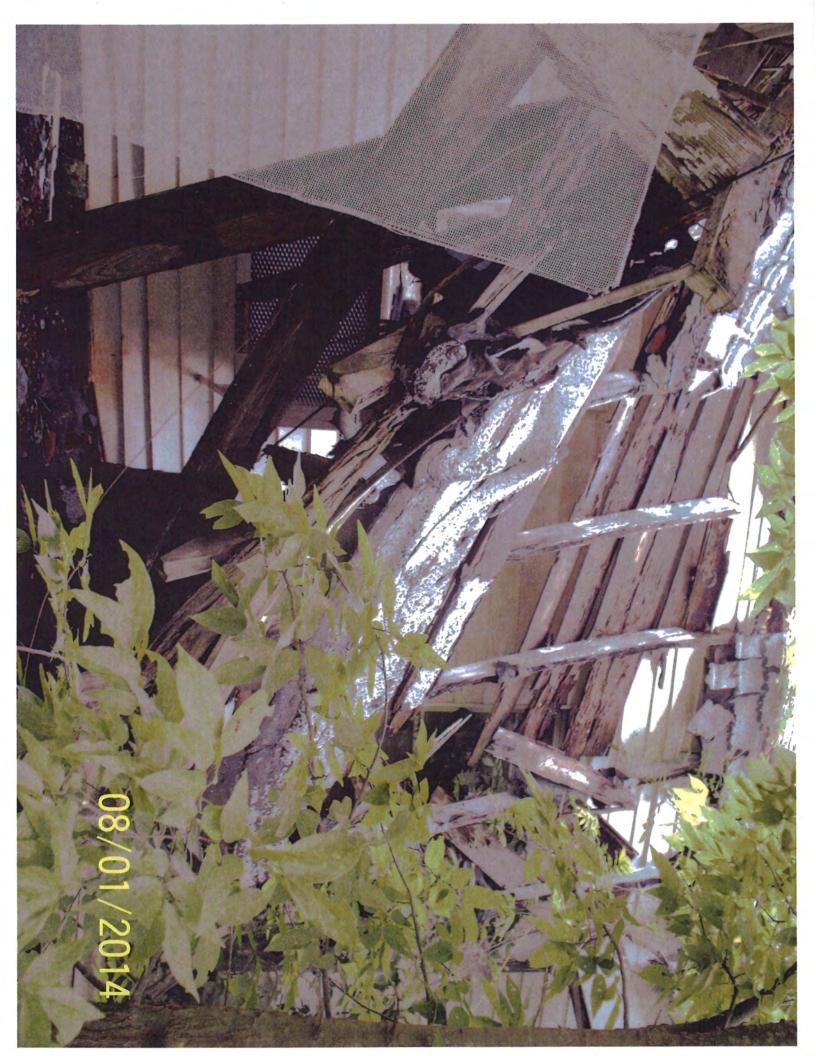
George Estrada, Building Inspector, City of McAlester

Mi

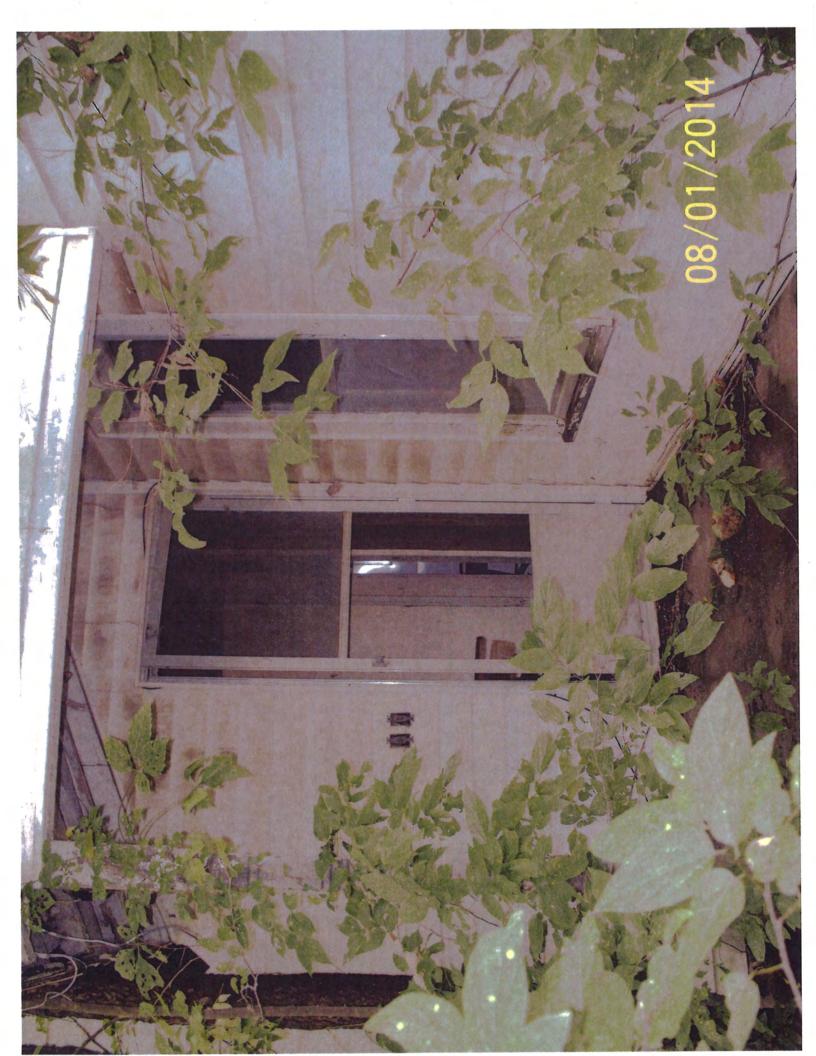
Enclosure: Owner Release Form











## McALESTER CODE OF ORDINANCES CHAPTER 18 BUILDINGS AND BUILDING REGULATIONS ARTICLE IX. DANGEROUS BUILDINGS\*

(Supplement No. 12)

\* Cross reference-Nuisances, § 46-26 et seq. State law reference-Condemnation or repair of dangerous or dilapidated buildings, 11 O.S. §§ 22-112, 22-112.1.

#### Sec. 18-376. Duties of codes administrator.

The general duties to investigate and determine the present location and owner of those certain structures which are considered to be dilapidated or dangerous to the safety of inhabitants of the city is placed upon the codes administrator of the city. Any determination that a building is classed as dilapidated or dangerous will be by anyone or several reasons, regarding dilapidation, deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Utility companies shall be notified by the codes department of the impending condemnation and location of the structure.

Basis for enforcement is found in 11 O.S.§ 22.112. (Code 1974, §§ 7-178, 17-27)

#### Sec. 18-377. Designation of administrative officer; appeals.

The city council designates the codes administrator as the administrative officer responsible for carrying out the duties of the city council regarding dilapidated or dangerous structure determinations and removals. The property owner or mortgage holder shall have a right of appeal to the city council from any order of the administrative officer. Such appeal shall be taken by filing written notice of appeal with the city clerk within ten days after the administrative order is rendered. (Code 1974, § 17-29)

#### Sec. 18-378. Condemnation proceedings.

If a house or structure has been posted by the building inspector and subsequently condemned by the city council as being dangerous, unsafe, unsanitary or unfit for occupancy (as provided for in this article) and if the structure could be safely remodeled, the owner of the property must obtain a special remodeling permit. The permit shall specify that the structure has been previously condemned, but demolition proceedings have been stayed for 90 days. Prior to the special remodeling permit being issued, the permit applicant must post a \$2,500.00 cash deposit with the city. The structure must then be repaired to meet all current building, electrical, plumbing, and mechanical codes that could apply to new construction, and work must be completed within the 90 day special permit period. Existing plumbing or wiring systems may be left in place with modifications at the inspector's discretion. At the completion of the 90 day special permit period, the structure shall be re-inspected by the city codes inspectors. No renewal or extension of the 90 day special remodel permit will be granted. If the code inspectors determine that the structure meets all applicable building, electrical, plumbing, and mechanical codes, the \$2,500.00 cash deposit shall be returned, without interest, to the permit applicant and the condemnation has been withdrawn. If the structure fails to meet all applicable codes, as determined by the city codes inspectors, the condemnation process will continue without further action by the city council and the \$2,500.00 cash deposit will be retained by the city and applied toward demolition costs, if any, incurred by the city. The \$2,500.00 cash deposit will be returned to the permit applicant if the owner has completed removal of the structure prior to the beginning of city demolition proceedings. (Code 1974, § 7-48; Ord. No. 2262, § 1, 8-14-07)

Oklahoma Statutes Citationized
Title 11. Cities and Towns
Chapter 1 - Oklahoma Municipal Code
Article XXII - General Powers of Municipalities
O.S. 11 §, 22-112 & 22-112.1 Dilapidated Buildings

Section 22-112 -	Condemnation of Dilapidated Buildings - Notice - Removal - Lien
Cite as: O.S. §,	

A. A municipal governing body may cause dilapidated buildings within the municipal limits to be torn down and removed in accordance with the following procedures:

- 1. At least ten (10) days' notice that a building is to be torn down or removed shall be given to the owner of the property before the governing body holds a hearing. A copy of the notice shall be posted on the property to be affected. In addition, a copy of the notice shall be sent by mail to the property owner at the address shown by the current year's tax rolls in the office of the county treasurer. Written notice shall also be mailed to any mortgage holder as shown by the records in the office of the county clerk to the last-known address of the mortgagee. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property, or by publication as defined in Section 1-102 of this title. The notice may be published once not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section;
- 2. A hearing shall be held by the governing body to determine if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property;
- 3. Pursuant to a finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, the governing body may cause the dilapidated building to be torn down and removed. The governing body shall fix reasonable dates for the commencement and completion of the work. The municipal clerk shall immediately file a notice of dilapidation and lien with the county clerk describing the property, the findings of the municipality at the hearing, and stating that the municipality claims a lien on the property for the destruction and removal costs and that such costs are the personal obligation of the property owner from and after the date of filing of the notice. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. Any action to challenge the order of the municipal governing body shall be filed within thirty (30) business days from the date of the order:
- 4. The governing body shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The municipal clerk shall forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. In addition, a copy of the statement shall be mailed to any

mortgage holder at the address provided for in paragraph 1 of this subsection. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. If a municipality dismantles or removes any dilapidated buildings, the cost to the property owner shall not exceed the actual cost of the labor, maintenance, and equipment required for the dismantling and removal of the dilapidated buildings. If dismantling and removal of the dilapidated buildings is done on a private contract basis, the contract shall be awarded to the lowest and best bidder; and

- 5. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual cost of the dismantling and removal of the buildings is not made within six (6) months from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the cost to the county treasurer of the county in which the property is located. Once certified to the county treasurer, payment may only be made to the county treasurer except as otherwise provided for in this section. The costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until finally paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date of the notice of dilapidation and lien is filed with the county clerk. In addition the cost and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. The lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the cost is fully paid. At the time of collection, the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property. The fee shall be deposited to the credit of the general fund of the county. If the county treasurer and the municipality agree that the county treasurer is unable to collect the assessment, the municipality may pursue a civil remedy for collection of the amount owing and interest thereon including an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest, if severed from the surface interest and not owned by the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien.
- B. The municipality may designate, by ordinance, an administrative officer or administrative body to carry out the duties of the governing body specified in this section. The property owner shall have the right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered.
- C. For the purposes of this section:
- 1. "Dilapidated building" means:
- a. a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public,
- b. a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public,
- c. a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by Section 22-112.1 of this title, more than three times within any twelve-month period,

- d. a structure which has been boarded and secured, as defined by Section 22-112.1 of this title, for more than eighteen (18) consecutive months, or
- e. a structure declared by the municipal governing body to constitute a public nuisance; and
- 2. "Owner" means the owner of record as shown by the most current tax rolls of the county treasurer.
- D. Nothing in the provisions of this section shall prevent the municipality from abating a dilapidated building as a nuisance or otherwise exercising its police power to protect the health, safety, or welfare of the general public.
- E. The officers, employees or agents of the municipality shall not be liable for any damages or loss of property due to the removal of dilapidated buildings performed pursuant to the provisions of this section or as otherwise prescribed by law.
- F. The provisions of this section shall not apply to any property zoned and used for agricultural purposes.

#### Historical Data

Amended by Laws 1984, HB 1669, c. 126, § 42, eff. November 1, 1984; Amended by Laws 1988, HB 1770, c. 152, § 1, eff. November 1, 1988; Amended by Laws 1989, HB 1107, c. 5, § 2, emerg. eff. March 22, 1989; Amended by Laws 1990, HB 1801, c. 253, § 2, emerg. eff. May 22, 1990; Amended by Laws 1997, HB 1566, c. 83, § 1, eff. November 1, 1997 (superseded document available); Amended by Laws 1999, HB 1492, c. 343, § 2, eff. November 1, 1999 (superseded document available); Amended by Laws 2000, SB 858, c. 82, § 2, eff. November 1, 2000 (superseded document available); Amended by Laws 2004, HB 2639, c. 314, § 1, eff. November 1, 2004 (superseded document available); Amended by Laws 2011, HB 1669, c. 52, §1, eff. November 1, 2011 (superseded document available).

# Citationizer<sup>©</sup> Summary of Documents Citing This Document

Cite Name Level
Oklahoma Court of Civil Appeals Cases

Cite Name Level

2010 OK CIV APP 87, MANUFACTURERS GUILD, INC. v. CITY OF Cited

239 P.3d 986, ENID

Citationizer: Table of Authority

Section 22-112.1 - Tearing and Removal of Dilapidated Buildings - Cleaning, Boarding and Securing of Unsecured Building

Cite as: O.S. §, \_\_\_\_

A. After a building has been declared dilapidated, as provided in Section <u>22-112</u> of this title, and before the commencement of the tearing and removal of a dilapidated building, the governing body of any municipality may authorize that such a building be boarded and secured. However, if the dilapidated

building is vacant and unfit for human occupancy, the governing body of any municipality may authorize the structure to be demolished pursuant to Section <u>22-112</u> of this title.

- B. A governing body of any municipality may cause the premises on which an unsecured building is located to be cleaned of trash and weeds in accordance with the provisions of Section <u>22-111</u> of this title.
- C. A governing body of any municipality may cause an unsecured building to be boarded and secured in accordance with the following procedures:
- 1. Before the governing body orders such action, at least ten (10) days' notice that such unsecured building is to be boarded and secured shall be given by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. A copy of the notice shall also be posted on the property to be affected. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property or by publication as defined in Section 1-102 of this title. Such notice shall be published one time, not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section. If a municipal governing body anticipates summary abatement of a nuisance in accordance with the provisions of paragraph 9 of this subsection, the notice shall state: that any subsequent need for boarding and securing the building within a six-month period after the initial boarding and securing of the building pursuant to such notice may be summarily boarded and secured by the municipal governing body; that the costs of such boarding and securing shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner or mortgage holder:
- 2. The owner of the property may give written consent to the municipality authorizing the boarding and securing of such unsecured building and to the payment of any costs incurred thereby. By giving written consent, the owner waives any right the owner has to a hearing by the municipal governing body;
- 3. If the property owner does not give written consent to such actions, a hearing may be held by the municipal governing body to determine whether the boarding and securing of such unsecured building would promote and benefit the public health, safety or welfare. Such hearing may be held in conjunction with a hearing on the accumulation of trash or the growth of weeds or grass on the premises of such unsecured building held pursuant to the provisions of paragraph 3 of subsection A of Section 22-111 of this title. In making such determination, the governing body shall apply the following standard: the governing body may order the boarding and securing of the unsecured building when the boarding and securing thereof would make such building less available for transient occupation, decrease a fire hazard created by such building, or decrease the hazard that such building would constitute an attractive nuisance to children.

Upon making the required determination, the municipal governing body may order the boarding and securing of the unsecured building;

4. After the governing body orders the boarding and securing of such unsecured building, the municipal clerk shall immediately file a notice of unsecured building and lien with the county clerk describing the property, stating the findings of the municipality at the hearing at which such building was determined to be unsecured, and stating that the municipality claims a lien on the property for the costs of boarding and securing such building and that such costs are the personal obligation of the property owner from and after the date of filing the notice;

- 5. Pursuant to the order of the governing body, the agents of the municipality are granted the right of entry on the property for the performance of the boarding and securing of such building and for the performance of all necessary duties as a governmental function of the municipality;
- 6. After an unsecured building has been boarded and secured, the governing body shall determine the actual costs of such actions and any other expenses that may be necessary in conjunction therewith including the cost of the notice and mailing. The municipal clerk shall forward a statement of the actual costs attributable to the boarding and securing of the unsecured building and a demand for payment of such costs, by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee.

If a municipality boards and secures any unsecured building, the cost to the property owner shall not exceed the actual cost of the labor, materials and equipment required for the performance of such actions. If such actions are done on a private contract basis, the contract shall be awarded to the lowest and best bidder;

- 7. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual costs of the boarding and securing of the unsecured building is not made within thirty (30) days from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the costs to the county treasurer of the county in which the property is located. Once certified to the county treasurer, payment may only be made to the county treasurer except as otherwise provided for in this section. At the time of collection the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property and such fee shall be deposited to the general fund of the county. The costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until fully paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date the notice of unsecured building and lien is filed with the county clerk. In addition the costs and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. The lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the costs and interest are fully paid. If the county treasurer and the municipality agree that the county treasurer is unable to collect the assessment, the municipality may pursue a civil remedy for collection of the amount owing and interest thereon by an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest if severed from the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien;
- 8. The municipality may designate by ordinance an administrative officer or administrative body to carry out the duties of the governing body specified in subsection C of this section. The property owner or mortgage holder shall have a right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered;
- 9. If a municipal governing body causes a structure within the municipal limits to be boarded and secured, any subsequent need for boarding and securing within a six-month period constitutes a public nuisance and may be summarily boarded and secured without further prior notice to the property owner or mortgage holder. At the time of each such summary boarding and securing, the municipality shall notify the property owner and mortgage holder of the boarding and securing and the costs thereof. The notice

shall state that the property owner may request an appeal with the municipal clerk within ten (10) days after the mailing of the notice. The notice and hearing shall be as provided for in paragraph 1 of this subsection. Unless otherwise determined at the hearing the cost of such boarding and securing shall be determined and collected as provided for in paragraphs 6 and 7 of this subsection;

- 10. A governing body of any municipality may determine that a building is unsecured and order that such building be boarded and secured in the manner provided for in this subsection even though such building has not been declared, by the governing body, to be dilapidated; and
- 11. For the purposes of this subsection:
- a. "boarding and securing" or "boarded and secured" means the closing, boarding or locking of any or all exterior openings so as to prevent entry into the structure,
- b. "unsecured building" shall mean any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken basement or cellar hatchways, unlocked basement or cellar hatchways or other similar unsecured openings which would facilitate an unauthorized entry into the structure, and
- c. "unfit for human occupancy" means a structure that due to lack of necessary repairs is considered uninhabitable and is a hazard to the health, safety, and welfare of the general public.
- D. The provisions of this section shall not apply to any property zoned and used for agricultural purposes.

#### Historical Data

Added by Laws 1984, HB 1669, c. 126, § 43, eff. November 1, 1984; Amended by Laws 1986, SB 214, c. 257, § 1, eff. November 1, 1986; Amended by Laws 1988, HB 1770, c. 152, § 2, eff. November 1, 1988; Amended by Laws 1990, HB 1801, c. 253, § 3, emerg. eff. May 22, 1990; Amended by Laws 1997, HB 1566, c. 83, § 2, eff. November 1, 1997 (superseded document available); Amended by Laws 2000, HB 858, c. 82, § 3, eff. November 1, 2000 (superseded document available).

## Citationizer<sup>©</sup> Summary of Documents Citing This Document

Cite Name	Level	
Oklahoma Session Laws - 2	000	
Cite	Name	Level
2000 O.S.L. 82, 2000 O.S.L. 82,	[SB 858] - An Act relating to cities and towns; amending 11 O.S. 1991, Sections 22-111, (11 O.S. Supp. 1999, Sections 22-111, 22-112 and 22-112.1), which relate to cleaning and mowing of property and dilapidated buildings and delinquent installments, etc.	Discussed
Title 11. Cities and Towns		
Cite	Name	Level
11 O.S. 22-112,	Condemnation of Dilapidated Buildings - Notice -	Discussed

Cite Name

Level

Removal - Lien

Citationizer: Table of Authority

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Cite Name	Level	
Title 11. Cities and Towns		r 1
Cite	Name	Level
11 O.S. 1-102,	<u>Definitions</u>	Cited
11 O.S. 22-111,	Cleaning and Mowing of Property - Hearing -	Discussed
11 0.8. 22 111,	Costs - Lien	
11 O.S. 22-112,	Condemnation of Dilapidated Buildings - Notice -	Discussed at Length
11 0.0. 22 112,	Removal - Lien	



# McAlester City Council

# **AGENDA REPORT**

Meeting Date:	August 12, 2014	Item Number:	3
	Community & Economic		
Department:	Development		
	Jayme Clifton, Code Enforcement		
Prepared By:	& Leroy Alsup, Director	Account Code:	N/A
Date Prepared:	August 5, 2014	Budgeted Amount:	N/A
		Exhibits:	11

#### **Subject**

Review of select McAlester Property Maintenance Code Ordinances, followed by city council discussion and guidance to city staff on enforcement and potential amendment requests to existing Property Maintenance Code Ordinances.

#### Recommendation

Guidance to city staff on enforcement and potential amendment requests to existing Property Maintenance Code Ordinances. No Formal action expected.

#### Discussion

Review of City Property Maintenance Codes.

#### Attachments:

- 1. Sec. 62-280: Storage and parking of trailers and commercial vehicles
- 2. Sec. 62-301 through 62-360: Off-street parking and loading
- 3. Sec. 62-441 through 62-651: Sign Ordinance and City Attorney legal opinion dated 7-29-2014
- 4. Sec. 46-51 through 46-55 and Ordinance #2462: Lot cleaning
- 5. Sec. 106-301 through 106-320: Unlawful scattering, storage, etc., Refuse
- 6. Sec. 46-26 through 46-50 and Ordinance #2462: Nuisances
- 7. Sec. 94-71 through 94-95: Sidewalks
- 8. Sec. 94-1 & 94-3: Sidewalk/Street Encroachments & Obstructions; Sale of merchandise
- 9. Sec. 54-2: Open storage of abandoned vehicles, refrigerators, building materials, etc.
- 10. Sec. 106-323 through 106-326: Refuse containers
- 11. Sec. 1-8: Penalty for violations

Approved By			
		Initial	Date
Department Head	L. Alsup	LA	08/05/2014
City Manager	P. Stasiak	/Linda Daniels	08/05/2014

## Chapter 62-Land Development Code Article V. Zoning Division 5. Supplemental District Regulations

## 62-280 Storage and parking of trailers and commercial vehicles

- (a) Commercial vehicles and <u>trailers of all types</u>, including travel, camping and hauling, and mobile or manufactured homes, shall not be parked or stored <u>on any lot occupied by a dwelling or on any lot in any residential district</u>, except in accordance with the following provisions:
  - (1) No more than one commercial vehicle, which does not exceed one and one-half tons rated capacity, per family living on the premises, shall be permitted; and in no case shall a commercial vehicle used for hauling explosives, gasoline or liquefied petroleum products be permitted.
  - (2) No more than one camping or travel trailer or hauling trailer per family living on the premises shall be permitted and said trailer shall not exceed 24 feet in length, or eight feet in width; and further provided that the trailer shall not be parked or stored for more than 48 hours unless it is located behind the front yard building line. A camping or travel trailer shall not be occupied either temporarily or permanently while it is parked or stored in any area within the incorporated limits except in a trailer court authorized under the ordinances of the city.
  - (3) A mobile or manufactured home shall be stored or parked only in a trailer court or mobile home park which is in conformity with the ordinances of the city.
- (b) No vehicle or trailer of any kind shall be parked on any corner property or right-of-way in such a position as to interfere with the vehicle's driver's vision as he approaches within the sight triangle concept area.

(Ord. No. 1843, § 1(art. IV, § 8), 2-14-89)

## Chapter 62- Land Development Code Article V. Zoning

#### Division 6. Off-Street Parking And Loading

Subdivision 1. General Provisions

#### Sec. 62-301. Intent and application.

It is the intent of this division that adequate parking and loading facilities be provided off the street for each use of land within the city. Requirements are intended to be based on the demand created by each use. The requirements of this division shall apply to all uses in all districts. Whenever there is a use of land proposed which is not specifically mentioned in this division, the requirements for off-street parking facilities for a use which is so mentioned, and which is similar to the unmentioned use, shall apply. If such proposed use cannot be determined to be similar to a use specifically mentioned, the planning commission shall make a determination of the parking demand and such demand shall become a requirement and be made a condition of the building permit authorizing such use. The planning commission shall then recommend an amendment of this division to include such use and parking requirement. (Ord. No. 1843, § 1(art. V, § 15.1), 2-14-89)

#### Sec. 62-302. Enforcement.

The city manager or an officer or employee of the city designated by him is hereby authorized to enforce this division. (Ord. No. 1843, § 1(art. V, § 15.2), 2-14-89)

#### Sec. 62-303. Requirements for mixed land uses.

In the case of mixed uses of land, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately; and the off-street parking for one use shall not be considered as providing the required off-street parking for any other use; provided, however, that if the type of one structure indicates that its periods of usage will not be simultaneous with the usage of other structures (as determined by the planning commission), the parking provided for such other structures may be counted for the purpose of complying with the parking requirement for such structure. (Ord. No. 1843, § 1(art. V, § 15.7), 2-14-89)

## Sec. 62-304. Access to street or alley; parking space deemed required open space.

Required parking spaces shall be provided with vehicular access to a street or alley and shall be deemed to be required open space associated with the permitted use and shall not therefore be reduced, diminished or encroached upon in any manner. (Ord. No. 1843, § I (art. V, § 15.3), 2-14-89)

#### Sec. 62-305. Ownership and location.

The ownership of the land which parking is provided shall be the same as the ownership of the land upon which the principal use exists for which the parking is provided; and shall be located within 200 feet of the proposed land use, exclusive of streets and alleys. The area between the street right-of-way lines and setback lines may be used for parking when such area is hard surfaced and an adequate means of ingress is provided. (Ord. No. 1843, § 1(art. V, § 15.4), 2-14-89)

Sec. 62-306. Paving.

All parking spaces shall be paved with a sealed surface pavement and maintained in such a manner that no dust will result from the continued use. (Ord. No. 1843, § 1(art. V, § 15.5), 2-14-89)

Sec. 62-307. Size of spaces.

The parking space for one vehicle shall consist of a rectangular area having dimensions of not less than nine feet by 21 feet, plus adequate area for ingress and egress. (Ord. No. 1843, § 1 (art. V, § 15.6), 2-14-89)

#### 62-308. Handicapped parking requirements.

- (a) General overview. Building construction in the city (including parking space requirements for all districts) is governed and controlled through the application of several building codes (including designs and tables for handicapped accessibility) adopted for specific use by the city council; i.e., BOCA National Building Code; National Electrical Code; BOCA Plumbing Code; CABO One and Two Family Dwelling Code; NFP A; Architectural and Transportation Barriers Compliance Board through its "Minimum Guidelines and Requirements for Accessible Design"; the American National Standards Institute's "Specification for Making Buildings and Facilities Accessible To and Usable By Physically Handicapped People" (ANSI A117.1-1980); which standards are also the basis for the BOCA Code. Within these standards are the requirements for making parking spaces and passenger loading zones accessible for handicapped people.
- (b) Scope. The ANSI standards specification in the BOCA Code adopted by the city council are intended to make buildings and facilities accessible to, and usable by, people with such physical disabilities as the inability to walk, difficulty walking, reliance on walking aids, sight and hearing disabilities, in coordination, reaching and manipulation disabilities, lack of stamina, difficulty interpreting and reacting to sensory information, and extremes of physical size. Accessibility and usability allow a disabled person to get to, enter and use a building or facility.
- (c) Construction specifications. State and federal handicap regulations specify that any building or facility (other than a privately owned residential structure, unless leased for federally subsidized housing programs), intended to be "accessible to the general public," is required to be designed, constructed or altered so as to be readily accessible to, and usable by, physically handicapped people.
- (d) ANSI standards applicability.
  - (1) The design and construction of new buildings and facilities, including both rooms and spaces, site improvements and public walks
  - (2) Remodeling, alteration and rehabilitation of existing construction.
  - (3) Permanent, temporary and emergency conditions.
- (e) Parking and passenger loading zone minimum requirements.
  - (1) If any parking is required to be provided by this article for employees or visitors or both in any district, each such parking area shall comply with section 1190.60 (36 CFR P.1190), Parking and Passenger Loading Zones diagram;
  - (2) ANSI Standard 4.6.1 (ANSI A117.1-1980); and
  - (3) The following table from Section 1190.31 (36 CFR 1190)

Total parking in lot	Required minimum number of accessible spaces
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2 percent of total
Over 1000	20 plus 1 for each
	100 over 1,000

- (f) General parking requirements; commercial/industrial districts.
  - (1) Location. Accessible parking spaces and accessible passenger loading zones shall:
    - a. Be the spaces or zones located closest to the nearest accessible entrance on an accessible route in accordance with ANSI 4.6.2.
    - b. If located in a separate building or facility, be on the shortest accessible route to an accessible entrance of the parking facility.
    - c. Passenger loading zones shall have an access aisle of at least five feet wide by 20 feet long, adjacent, parallel and level with vehicle standard space (ANSI 4.6.5).
    - d. Have curb ramps conforming to section 1190.70 Ramps and Curb Ramps, if there are any curbs between the accessibility aisle and other portions of the access route.
  - (2) Conformance required. Conformance in all other areas of handicapped accessibility required by the Architectural Barriers Act and BOCA Codes, incorporating the ANSI standards for handicapped accessibility shall be required, as well as any applicable city codes. (Ord. No. 1843, § 1(art. V, §§ 15.28-15.33), 2-14-89)

#### Sec. 62-309. Landscaping requirements for off-street parking.

- (a) *Intent*. The intent of this section is to protect and promote the public health, safety and welfare by requiring the landscaping of parking lots which will serve to reduce wind and air turbulence, heat and noise, and the glare of automobile lights; to prevent soil erosion; to reduce the level of carbon dioxide and return pure oxygen to the atmosphere; to provide shade; to visually enhance the appearance of parking lots; and to generally promote a healthful and pleasant environment. All areas used for the display, parking, or storage of any and all types of vehicles; boats are also subject to provisions herein.
- (b) Landscaping requirements for off-street parking/other vehicular use areas with ten to 30 spaces.
  - (1) Peripheral landscaping requirements.
  - a. Peripheral landscaping shall be required along any side of a parking area that abuts adjoining property that is not a street or alley right-of-way.

- b. A landscaping strip four feet in width shall be located between the parking area and the abutting property lines.
- c. At least one tree for each 40 linear feet or fraction thereof shall be planted in the landscaping strip. The required trees may be evenly spaced or grouped.
- d. In addition to the required trees, a wall, fence, hedge, berm, or other durable landscape barrier shall be planted or installed. The height of any such hedge or barrier shall be no less than six feet.
- e. At least one shrub or vine for each ten feet of nonliving durable barrier (such as a wall or fence) shall be planted between the parking lot and the barrier.
- f. Peripheral landscaping requirements shall not be applicable in the following situations:
  - 1. To those portions of the property that are opposite a building located on the abutting property line.
  - 2. Where the abutting property is zoned for nonresidential uses, only the tree provision and the landscape strip, planted with grass or ground cover, shall be required.
- g. Twenty percent of the trees for peripheral landscaping requirements can be evergreens that normally grow to an overall height of a minimum of 15 feet.
- (2) Street landscaping requirements.
- a. Street landscaping shall be required along any side of a parking lot that abuts the right-of-way of any street, road or highway.
- b. A landscaping strip five feet in depth shall be located between the abutting right-of-way and the parking lot.
- c. At least one tree for each 40 linear feet or fraction thereof shall be planted in the landscaping strip. The required trees may be evenly spaced or grouped.
- d. A hedge, landscaped berm, or other living durable landscape barrier shall extend the entire length of the landscaping strip. The height of any such barrier or hedge shall be no more than three feet. The first ten feet on both sides of any driveway pavement is excluded from this requirement, but shall be planted with grass or ground cover.
- e. In lieu of the requirements of subsections (b)(2)c and (b)(2)d of this section, at least one tree for each 20 linear feet or fraction thereof shall be planted in the landscaping strip. The required trees may be evenly spaced or grouped.
- (c) Landscaping requirements for off-street parking/other vehicular use areas with more than 30 spaces.
  - (1) Interior landscaping requirements.
  - a. Off-street parking areas shall have at least ten square feet of interior landscaping for each parking space excluding those spaces abutting a perimeter for which landscaping is required by other sections hereof and excluding all parking spaces which are directly served by an aisle abutting and running parallel to such perimeter.
  - b. Each separate landscaped area shall contain a minimum of 50 square feet, shall have a minimum dimension of at least five feet, and shall include at least one tree. The remaining area shall be landscaping material not to exceed three feet in height.
  - c. The total number of trees shall not be less than one for each 100 square feet or fraction thereof of required interior landscaped area.
  - d. No parking space shall be located more than 100 feet from a portion of landscaped open space required by this section.
- (d) *Plant material*. Species of plant material shall be acceptable to the director of planning, with guidance and recommendations from the tree board.
  - (1) Trees.
  - a. For the purposes of this division, trees are defined as any self-supporting woody plants which usually produce one main trunk and normally grow to an overall height of a minimum of 15 feet.

- b. Trees having an average natural spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread. Trunks must be maintained in a clean condition over five feet of clear wood.
- c. Tree species shall be a minimum of six feet overall height immediately after planting.
- d. Trees of species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 12 feet to such public works, unless the tree root system is completely contained within a barrier acceptable to the director of planning, with guidance and recommendations from the tree board.

## (2) Shrubs and hedges.

- a. For the purposes of this division, shrubs are defined as any woody plant that usually remains low and produces shoots or trunks from the base.
- b. Hedges, where required shall be a minimum of two feet in height when measured immediately after planting and shall be maintained so as to form a continuous, unbroken, solid, visual screen within a maximum of one year after planting.
- (3) Vines. For the purposes of this division vines are defined as plants which normally require support to reach mature form.

## (e) Other requirements for landscaped areas.

#### (1) Installation.

- a. All landscaping shall be installed according to accepted planting procedures and landscaped areas shall require protection from vehicular encroachment. The tree board shall be contacted for information, guidance and direction on how to follow the community tree board's master plan for street trees, and to ensure that landscaping efforts will be in harmony with the urban forestry's survey.
- b. A building permit, including a certificate of occupancy therein, is required for all parking areas having ten or more spaces and no certificate will be issued unless the landscaping meets the requirements herein provided; or unless a bond is posted acceptable to the director of planning, who may accept such a bond in lieu of landscaping due to weather or climate conditions unsuitable for planting. Such a bond will not be maintained in lieu of planting for more than nine months.

#### (2) Maintenance.

- a. The owners shall be responsible for providing, protecting, and maintaining all landscaping in growing and healthy condition; shall replace it when necessary; and shall keep it reasonably free from debris.
- b. Should the owner not maintain the property as provided in subsection (e) (2) a of this subsection, the city has the authority to enter the premises upon written notice and perform the necessary maintenance. The cost of performing the maintenance shall be certified by the director of planning to the owner, upon information provided by the director of community services. Should the owner fail to pay the cost of maintenance within 30 days from date of the invoice, the cost shall become a lien on the property as provided by law. (Ord. No. 1843, § 1(art. IV, § 21), 2-14-89)

## Secs. 62-310-62-320. Reserved.

#### Subdivision II. Space Requirements

#### Sec. 62-321. Application of division.

Off-street parking and loading facilities shall be provided in all districts in accordance with the provisions of this division. (Ord. No. 1843, § 1 (art. V, § 15.8), 2-14-89)

## Sec. 62-322. Dwellings.

- (a) The following requirements shall apply in residential districts:
  - (1) Dwelling, single-family or duplex: Two parking spaces for each separate dwelling unit within the structure:
  - (2) Dwelling, multiple-family: The number of spaces provided shall not be less than 11/2 times the number of units in the dwelling.
- (b) Whenever off-street parking lots for more than four vehicles are to be located within or adjacent to a residential district, the following provisions shall apply:
  - (1) All sides of the parking lot within or abutting the residential district shall be enclosed with an opaque ornamental fence, wall or dense evergreen hedge having a height of not less than five feet. Such fence, wall or hedge shall be maintained in good condition.
  - (2) No parking shall be permitted within a front yard setback line whenever the parking lot is located in a residential district or immediately abuts the front yard of a residential unit. In all other cases, a minimum five-foot setback shall be required.
  - (3) Driveways used for ingress and egress shall be confined to and shall not exceed 25 feet in width, exclusive of curb returns.
  - (4) Whenever lighting is provided, it shall be arranged so that all light is deflected from adjoining residential uses.
  - (5) No sign of any kind shall be erected except information signs used to guide traffic and to state the condition and terms of the use of the lots. Only nonintermittent white lighting of signs shall be permitted. (Ord. No. 1843, § 1(art. V, § 15.9), 2-14-89)

## Sec. 62-323. Hotels, motels, tourist homes and other places offering overnight accommodations.

Hotels, clubs, lodging houses, tourist homes and cabins, motels, trailer courts, boardinghouses and roominghouses, dormitories, sororities, fraternities and all other similar places offering overnight accommodations, and not otherwise provided for in this division, shall be provided with one parking space for each guestroom. If assembly halls, bars, restaurants, nightclubs, retail shops or room for other shops, service establishments or businesses are provided at such places, additional off-street parking spaces will be required in accordance with the regulations set forth in this division for such uses. (Ord. No. 1843, § 1(art. V, § 15.10), 2-14-89)

#### Sec. 62-324. Mobile home parks.

(a) Mobile home parks accommodating tourists or other transient guests shall be provided with one parking space for each mobile home stand, plus one additional space for each four mobile home stands. (b) Mobile home parks accommodating long-term or nontransient guests shall be provided with one parking space for each mobile home stand, plus one additional space for each two mobile home stands. (Ord. No. 1843, § 1(art. V, § 15.11), 2-14-89)

#### Sec. 62-325. Hospitals.

Hospitals shall be provided with one parking space for each three patient beds, exclusive of bassinets, plus one space for each professional staff member, plus one space for each two employees, including nurses, plus adequate off-street space for loading and unloading emergency vehicles. (Ord. No. 1843, § 1 (art. V, § 15.12), 2-14-89)

#### Sec. 62-326. Convalescent homes, orphanages and similar institutions.

Convalescent or nursing homes, sanatoriums, asylums, orphanages and all other similar institutions shall be provided with one parking space for each six patient beds, plus one space for each staff or visiting doctor, plus one space for each two employees, including nurses, plus adequate off-street space for loading and unloading emergency vehicles. (Ord. No. 1843, § Hart. V, § 15.13), 2-14-89)

## Sec. 62-327. Restaurants, bars and other similar eating and drinking establishments.

Restaurants, bars, taverns, nightclubs, lunch counters, diners and all similar dining or drinking establishments, unless otherwise specifically classified shall be provided with one parking space for each three seats provided for patron use. (Ord. No. 1843, § 1 (art. V, § 15.14), 2-14-89)

#### Sec. 62-328. Places of public assembly generally.

Places of public assembly, including private clubs, lodges and fraternal buildings not providing overnight accommodations, assembly halls, exhibition halls, convention halls, auditoriums, skating rinks, dance halls, sports arenas, stadiums, gymnasiums, amusement parks, race tracks, fairgrounds, circus grounds, funeral homes and mortuaries, community centers, libraries, places of amusement or recreation, museums and all other similar places of relatively frequent public assembly and not otherwise specifically classified, shall be provided with one parking space for each four seats provided for patron use, or one space for each 50 square feet of floor area, whichever requires the greater number of spaces. (Ord. No. 1843, § I (art. V, § 15.15), 2-14-89)

#### Sec. 62-329. Theatres generally.

Theatres, including motion picture houses, but not including drive-in theatres, shall be provided with one parking space for each two seats provided for patron use. (Ord. No. 1843, § Hart. V, § 15.16), 2-14-89)

#### Sec. 62-330. Drive-in theatres.

Drive-in theatres shall be provided with parking reservoir space equal to ten percent of the vehicle capacity of the theatre. (Ord. No. 1843, § Hart. V, § 15.17), 2-14-89)

#### Sec. 62-331. Bowling alleys.

Bowling alleys shall be provided with four parking spaces for each alley. (Ord. No. 1843, § Hart. V, § 15.18), 2-14-89)

#### Sec. 62-332. Religious institutions.

Religious institutions shall be provided with one parking space for each four seats, based on maximum seating capacity, or one space per 150 square feet of floor area, whichever is greater. (Ord. No. 1843, § Hart. V, § 15.19), 2-14-89)

#### Sec. 62-333. Schools.

Schools, including academies, colleges, universities, elementary schools, junior high schools, high schools, prep schools and all other similar institutions of learning not otherwise specifically classified, shall be provided with two parking spaces for each three employees, including administrators, teachers and building maintenance personnel, plus one space for each ten students enrolled at a grade level above junior high school. (Ord. No. 1843, § I (art. V, § 15.20), 2-14-89)

#### Sec. 62-334. Retail establishments generally.

Retail establishments, including personal service shops, equipment or repair shops, motor vehicle sales or repair establishments, retail stores and businesses and banks or other financial and lending institutions, unless otherwise specifically classified, shall be provided with one parking space for each 150 square feet of net floor area. (Ord. No. 1843, § 1 (art. V, § 15.21), 2-14-89)

#### Sec. 62-335. Motor fuel stations.

Motor fuel stations shall be provided with two parking spaces for each three employees, plus two spaces for each service bay, whether enclosed or not, plus one space for each service vehicle. (Ord. No. 1843, § Hart. V, § 15.22), 2-14-89)

#### Sec. 62-336. Office buildings generally.

Office buildings, including commercial, governmental and professional buildings, unless otherwise specifically classified, shall be provided with one parking space for each 200 square feet of net floor area. (Ord. No. 1843, § Hart. V, § 15.23), 2-14-89)

#### Sec. 62-337. Medical and dental clinics or offices.

Medical and dental clinics or offices shall be provided with six parking spaces for each professional staff member, plus one space for each two employees. (Ord. No. 1843, § I (art. V, § 15.24), 2-14-89)

#### Sec. 62-338. Wholesale, manufacturing and industrial plants, etc.

Wholesale, manufacturing and industrial plants, including warehouses and storage buildings and yards; public utility buildings; contractor's equipment and lumber yards; research laboratories; business service establishments, such as blueprinting and printing and engraving; binding, publishing and issuing newspapers or other reading matter; soft drink bottling establishments; laundry and dry cleaning plants; fabricating plants; and all other structures devoted to similar mercantile or industrial pursuits and not otherwise specifically classified shall be provided with two parking spaces for each three employees or one space for each 500 square feet of floor space, whichever requires the greater number of spaces. (Ord. No. 1843, § Hart. V, § 15.25), 2-14-89)

## Sec. 62-339. Terminal facilities generally.

Terminal facilities, including airports, railroad passenger and freight stations, bus depots, truck terminals and all other similar personal or material terminal facilities not otherwise specifically classified shall be provided with such number of spaces as the planning commission shall deem adequate to serve the public or customers, patrons and visitors. (Ord. No. 1843, § 1 (art. V, § 15.26), 2-14-89)

#### Sec. 62-340. Motor freight terminals.

Motor freight terminals shall be provided with two parking spaces for each three employees. (Ord. No. 1843, § Hart. V, § 15.27), 2-14-89)

Secs. 62-341-62-360. Reserved.

## Chapter 62- Land Development Code Article VII. Signs

#### **Division 1. Generally**

#### Sec. 62-441. Short title.

This article shall be known and may be cited as the "sign ordinance." (Code 1974, § 25-1)

#### Sec. 62.442. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory sign means a sign which advertises a business located on the same premises as the sign.

Awning means any structure made of cloth or metal with a metal frame attached to a building and projecting over a thoroughfare, when the same is so erected as to permit its being raised to a position flat against the building when not in use.

Canopy means any structure, other than an awning, made of cloth or metal with a metal frame attached to a building, projecting over a thoroughfare and carried by a frame supported by the ground or sidewalk.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall also include the painting of wall signs.

Facing or surface means any surface of a sign upon, against or through which the message is displayed or illustrated on the sign.

Ground sign means any sign supported by uprights or braces placed upon the ground and not attached to any building.

*Illuminated sign* means any sign which has characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes as a part of the sign proper.

*Incombustible material* means any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Marquee means any hood or awning of permanent construction projecting from the wall of a building above an entrance and extending over a thoroughfare.

Nonaccessory sign means a sign which advertises a business or a product not located or sold on the premises where the sign is located.

*Projecting sign* means any sign which is attached to a building or other structure and extends beyond the line of the building or structure or beyond the surface of that portion of the building or structure to which it is attached. A horizontal projecting sign is a projecting sign which is greater in width than in height. A vertical projecting sign is a projecting sign which is greater in height than in width.

## Chapter 62- Land Development Code Article VII. Signs

Roof sign means any sign erected, constructed and maintained wholly upon or over the roof of any building, with the principal support on the roof structure.

Sign means and includes every sign, billboard, ground sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee, awning, canopy and street clock, and shall include any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

Street clock means any timepiece erected upon a standard upon a sidewalk, or on the exterior of any building or structure for the convenience of the public, and placed and maintained by some person for the purpose of advertising his place of business.

Structural trim means the molding, battens, cappings, nailing strips, latticing and platforms which are attached to a sign structure.

Temporary sign means any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames, intended to be displayed for a short period of time only.

Wall sign means all flat signs of solid face construction which are placed against a building or other structure and attached to the exterior front, rear or side wall of the building or other structure.

(Code 1974, § 25-2)

Cross reference-Definitions generally, § 1-2.

#### Sec. 62-443. Exemptions.

- (a) The provisions of this article shall not apply to the following signs:
  - (1) Real estate signs not exceeding eight square feet in area which advertise only the sale, rental or lease of the premises upon which such signs are located.
  - (2) Professional nameplates not exceeding two square feet in area.
  - (3) <u>Bulletin boards not over eight square feet in area for public, charitable or religious institutions</u> when the same are located on the premises of such institutions.
  - (4) Signs painted on the exterior surface of a building or structure; provided, however, if such signs have raised borders, letters, characters, decorations or lighting appliances, they shall be subject to the provisions of this article.
  - (5) Signs denoting the architect, engineer or contractor when placed upon work under construction, and not exceeding 16 square feet in area.
  - (6) Occupational signs denoting only the name and profession of an occupant in a commercial building, public institutional building or dwelling house, and not exceeding two square feet in area.
  - (7) Memorial signs or tablets, names of buildings and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.

# Chapter 62- Land Development Code Article VII. Signs

- (8) Traffic or other municipal signs, legal notices, railroad crossing signs, danger signs and such temporary, emergency or non advertising signs as may be approved by the city council.
- (b) The exemptions granted by subsection (a) above shall not apply to section 62-467, and all signs mentioned in such subsection shall be subject to the provisions of section 62-467. (Code 1974, § 5.3)

#### Sec. 62-444. Nonaccessory signs prohibited on certain property.

Nonaccessory signs shall be prohibited on all property joining Carl Albert Parkway and all overpasses and underpasses over or under Carl Albert Parkway from the east city limits to the west city limits, and all other overpasses and underpasses in the city limits. (Code 1974, § 25.4)

#### Sec. 62-445. Wind pressure and dead load requirements.

All signs shall be designed and constructed to withstand a wind pressure of not less than 40 pounds per square foot of area, and shall be constructed to receive dead loads as required in the building code or other ordinances of the city.

(Code 1974, § 25-5)

## Sec. 62-446. Information required to be displayed.

Every sign erected after November 14, 1966, shall have painted in a conspicuous place thereon, in letters not less than one inch in height, the date of erection, the permit number and the voltage of any electrical apparatus used in connection therewith. (Code 1974, § 25-6)

## Sec. 62-447. Signs on or near street lines must have smooth surface.

All signs which are constructed on street lines, or within five feet thereof, shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom, except electrical reflectors and devices which may extend over the top and extend in front of the sign. (Code 1974, § 25-7)

#### Sec. 62-448. Gooseneck reflectors and lights.

Gooseneck reflectors and lights shall be permitted on ground signs, roof signs and wall signs; provided, that the reflectors shall be provided with proper glass lenses concentrating the illumination upon the area of the sign so as to prevent glare upon the street or adjacent property. (Code 1974, § 25-8)

## Sec. 62-449. Floodlights, spotlights prohibited on signs extending over public property.

It shall be unlawful for any person to maintain any sign which extends over public property which is wholly or partially illuminated by floodlights or spotlights. (Code 1974, § 25-9)

## Sec. 62-450. Obstruction of doors, windows, fire escapes; attachment to standpipe or fire escape.

No sign shall be erected, relocated or maintained so as to prevent free ingress to or egress from any door, window or fire escape. No sign of any kind shall be attached to a standpipe or fire escape. (Code 1974, § 25.10)

#### Sec. 62-451. Interfering with or distracting traffic.

No sign shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision; or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device; or which makes use of the words "stop," "drivein," "danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

(Code 1974, § 25-11)

State law reference-Display of unauthorized signs, signals, or markings, 47 0.8. § 11-206.

#### Sec. 62-452. Display of obscene matter.

It shall be unlawful for any person to display upon any sign any obscene matter. (Code 1974, § 25-12)

Secs. 62-453-62-465. Reserved.

#### **DIVISION 2. ADMINISTRATION AND ENFORCEMENT**

Subdivision 1. General Provisions

#### Sec. 62-466. Inspections.

The code administrator shall inspect annually, or at such other times as he deems necessary, each sign regulated by this article for the purpose of ascertaining whether the same is secure or insecure, and whether it is in need of removal or repair. (Code 1974, § 25-13)

#### Sec. 62-467. Removal or repair of unsafe and unlawful signs.

If the code administrator shall find that any sign is unsafe or insecure, or is a menace to the public, or has been constructed or erected or is being maintained in violation of the provisions of this article, he shall give written notice to the owner thereof or to the person to whom the permit for such sign was issued. If the permittee or owner fails to remove or alter the sign so as to comply with the required standards within ten days after such notice, such sign or other advertising structure may be removed, or altered to comply, by the code administrator at the expense of the permittee or owner of the property upon which it is located. The code administrator shall refuse to issue permits under this chapter to any permittee or owner who has refused to pay the costs so assessed. The code administrator may cause any sign which is an immediate peril to persons or property to be removed summarily and without notice. (Code 1974, § 25-14)

#### Sec. 62-468. Removal of obsolete signs.

Any sign which no longer advertises a bona fide business conducted, or a product sold, shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure upon which such sign is located, within 30 days after written notification from the code administrator. Upon failure to comply with such notice within the time specified, the code administrator is hereby authorized to cause the removal of such sign and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached. (Code 1974, § 25-15)

## Chapter 62- Land Development Code Article VII. Signs

#### Sec. 62-469. Board of adjustment.

The board of adjustment is hereby authorized, upon appeal, to hear and approve variances to requirements on sign setbacks, area, height and size requirements where a strict application of these requirements would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner/occupant of such property. The board is also authorized to hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the interpretation or enforcement of this article. (Code 1974, § 25-16)

Secs. 62-470-62-480. Reserved.

Subdivision II. Sign Permit

Sec. 62-481. Required.

It shall be unlawful for any person to erect, alter or relocate any sign within the city, without first obtaining a permit from the code administrator. (Code 1974, § 25-26)

#### Sec. 62.482. Application generally.

Application for a permit under this division shall be made upon forms provided by the code administrator and shall contain or have attached thereto the following information:

- (1) The name, address and telephone number of the applicant.
- (2) The location of the building, structure or lot to which or upon which the sign is to be attached or erected.
- (3) The position of the sign in relation to nearby buildings or structures.
- (4) The name of the person erecting the sign.
- (5) The insurance policy and bond required by section 62-483.
- (6) Plans and specifications showing the method of construction and attachment to the building or the ground.
- (7) If the sign is more than 35 feet in height, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure, in any direction, in the amount required by this article and any other ordinance of the city.
- (8) Such other information as the code administrator may require to show full compliance with this article and all other ordinances of the city.

(Code 1974, § 25-27)

#### Sec. 62-483. Applicant's bond and insurance.

(a) Every applicant for a permit under this division shall, before the permit is granted, file with the code administrator a continuing bond in the penal sum of \$1,000.00 executed by the applicant and a surety company to be approved by the city council, and conditioned for the faithful observance of the provisions of this article and all amendments thereto, and of all laws and ordinances relating to signs. Such bond shall indemnify and save harmless the city from any and all damages, judgments, costs or expenses which the city may incur or suffer by reason of the granting of the permit. A liability insurance policy issued by an insurance company authorized to do business in the state and conforming to this section shall also be required of such applicant. Such policy shall be in the amounts of \$5,000.00/\$10,000.00/\$5,000.00.

## Chapter 62- Land Development Code Article VII. Signs

(b) Any person lawfully maintaining a sign regulated by this article on November 14, 1966 shall, within 30 days after such enactment, comply with all the provisions set forth in this section. (Code 1974, § 25-28)

## Sec. 62-484. Approval or disapproval of application.

- (a) It shall be the duty of the code administrator, upon the filing of an application for a permit under this division, to examine the plans and specifications and other data and the premises upon which it is proposed to erect the sign. If it shall appear that the proposed sign is in compliance with all the requirements of this article and all other ordinances of the city, he shall approve the application. If it appears that the sign does not comply with such requirements, the code administrator shall disapprove the application.
- (b) The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be submitted to the electrical inspector. The electrical inspector shall examine the plans and specifications respecting all wiring and connections to determine if the same complies with the electrical code of the city, and he shall approve such application if the plans and specifications comply with such code, or disapprove the application if noncompliance with such code is found. This action of the electrical inspector shall be taken prior to submission of the application to the code administrator for final approval or disapproval.

(Code 1974, § 25-29)

#### Sec. 62-485. Fee.

- (a) Every applicant, before being granted a permit under this division, shall pay the following permit fee for each sign covered by the individual and separate permit:
  - (1) Temporary signs and portable electric signs, \$10.00.
  - (2) Wall signs less than 50 square feet in size, \$10.00.
  - (3) Permanent ground signs, \$25.00.
- (b) In addition to the fees prescribed above, any applicable permit and/or inspection fees for illuminated signs prescribed by the electrical code shall be paid.
- (c) Any additional inspection made necessary by initial work being rejected or incomplete will be a minimum of \$10.00.

(Code 1974, § 25-30)

#### Sec. 62-486. Issuance.

The permit required by this division shall be issued by the code administrator if the application has been approved and the applicant has complied with the provisions of this article. (Code 1974, § 25-31)

## Sec. 62-487. Expiration generally.

If the work authorized by a permit issued under this division has not been commenced within six months after the date of issuance, the permit shall expire and thereafter be null and void. (Code 1974, § 25-32)

## Sec. 62-488. Duration of permit for temporary sign.

Permits for temporary signs shall authorize the erection of such signs and their maintenance for a period not exceeding 30 days.

(Code 1974, § 25-33)

Sec. 62-489. Revocation.

- (a) All rights and privileges acquired under the provisions of this article or any amendment thereto are mere licenses, revocable for cause at any time by the city council, and all permits issued under this division shall contain this provision.
- (b) The code administrator is hereby authorized and empowered to revoke any permit issued by him under this division upon failure of the holder thereof to comply with any provision of this article. (Code 1974, § 25-34)

Secs. 62-490-62-500. Reserved.

# DIVISION 3. REQUIREMENTS FOR SPECIFIC TYPES OF SIGNS

Subdivision I. General Provisions

Secs. 62-501-62-510. Reserved.

Subdivision II. Ground Signs

#### Sec. 62-511. Incombustible material required; exception.

All ground signs shall have a surface or facing of incombustible material; provided; however, that combustible trim may be used thereon. (Code 1974, § 25-55)

# Sec. 62-512. Maximum height.

It shall be unlawful to erect any ground sign whose total height is greater than 70 feet above the level of the ground upon which the sign is erected. (Code 1974, § 25-56)

# Sec. 62-513. Space between sign and ground and other signs and structures.

Ground signs shall have an open space not less than two feet between the base line of the sign and the ground level. This open space may be filled in with a platform or decorative latticework which does not close off more than one-half of any square foot of such open space. No ground sign shall be nearer than two feet to any other sign, building or structure. (Code 1974, § 25-57)

#### Sec. 62-514. Setback line.

No ground sign shall be nearer the street than ten feet or the building line, as established by article V of this chapter, whichever is less. No nonaccessory ground sign shall be nearer the street than 25 feet or the building line, as so established, whichever is greater.

(Code 1974, § 25-58)

#### Sec. 62-515. Bracing, anchorage and supports.

All ground signs shall be securely built, constructed and erected upon posts and standards sunk at least three feet below the natural surface of the ground. All posts, anchors and bracing of wood shall be treated to protect them from moisture by creosoting or other approved methods when they rest upon or enter into the ground.

(Code 1974, § 25-59)

#### Sec. 62-516. Letters, figures, etc., in cutout or irregular form.

All letters, figures, characters or representations in cutout or irregular form, maintained in conjunction with, attached to or superimposed upon any ground sign shall be safely and securely built or attached to the sign structure and shall comply with all requirements of section 62-447. (Code 1974, § 25-60)

#### Sec. 62-517. Maintenance of signs and surrounding premises.

All ground signs and the premises surrounding the same shall be maintained by the owner thereof in a clean, sanitary and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

(Code 1974, § 25-61)

#### Secs. 62-518-62-530. Reserved.

#### Subdivision III. Wall Signs

#### Sec. 62-531. Incombustible material required; exception.

All wall signs shall have a surface or facing of incombustible material; provided, however, that combustible trim may be used thereon. (Code 1974, § 25-72)

#### Sec. 62-532. Maximum area.

No wall sign shall exceed an area of 500 square feet. (Code 1974, § 25-73)

## Sec. 62-533. Not to cover wall opening or project beyond ends or top of wall.

No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.

(Code 1974, § 25-74)

#### Sec. 62-534. Extension beyond building line; minimum height.

No wall sign shall be permitted to extend more than six inches beyond the building line. No such sign shall be attached to a wall at a height of less than ten feet above the sidewalk or ground. (Code 1974, § 25-75)

## Sec. 62-535. Supports and attachment.

All wall signs shall be safely and securely attached to the building wall by means of metal anchors, bolts or expansion screws of not less than three-eighths inch in diameter embedded in the wall at least three inches; provided, however, that such signs may rest in, or be bolted to, strong, heavy metal brackets or saddles set not over six feet apart, each of which shall be securely fixed to the wall as hereinbefore provided. In no case shall any wall sign be secured with wire, strips of wood or nails. (Code 1974, § 25-76)

#### Secs. 62-536-62-545. Reserved.

#### Subdivision IV: Roof Signs

#### Sec. 62-546. Incombustible material required; exception.

Every roof sign, including the upright supports and braces thereof, shall be constructed entirely of incombustible materials; provided, however, that combustible trim may be used thereon. (Code 1974, § 25-87)

## Sec. 62-547. Area and height limitations.

No roof sign shall have a surface or facing exceeding 300 square feet, nor have its highest point extended more than 20 feet above the roof level. (Code 1974, § 25-88)

## Sec. 62-548. Required setback from roof edge.

No roof sign shall be erected or maintained with the face thereof nearer than five feet to the outside wall toward which the sign faces. (Code 1974, § 25-89)

## Sec. 62-549. Bracing, anchorage and supports.

Every roof sign shall be thoroughly secured to the building by iron or other metal anchors, bolts, supports, rods or braces. When erected upon buildings which are not constructed entirely of fireproof material, the bearing plates of the sign shall bear directly upon masonry walls and intermediate steel columns in the building. No roof sign shall be supported or anchored to the wooden framework of a building. (Code 1974, § 25-90)

# Sec. 62-550. Space between sign and roof; clearance between vertical supports.

All roof signs shall have a space of at least five feet in height between the base of the sign and the roof level, and at least five feet clearance between the vertical supports thereof. (Code 1974, § 25-91)

## Sec. 62-551. Prohibited obstructions.

No roof sign shall be placed on the roof of any building or structure in such a manner as to prevent free passage from one part of the roof to any other part thereof or interfere with openings in the roof. (Code 1974, § 25-92)

Secs. 62-552-62-560. Reserved.

Subdivision V Projecting Signs

## Sec. 62-561. Design by structural engineer, approval by code administrator and electrical inspector.

Every projecting sign, including the frames, braces and supports thereof, shall be designed by a structural engineer or manufacturer and shall be approved by the code administrator as in compliance with the building code of the city and by the electrical inspector as in compliance with the electrical code of the city.

(Code 1974, § 25-103)

#### Sec. 62-562. Incombustible material required.

Every projecting sign shall be constructed of incombustible material. (Code 1974, § 25-104)

#### Sec. 62-563. Area limitations.

Except by special permission of the city council, projecting signs shall be limited in area as follows:

- (1) Horizontal projecting signs, 50 square feet each side.
- (2) Vertical projecting signs, 100 square feet each side. (Code 1974, § 25-105)

#### Sec. 62-564. Thickness limitation.

The distance measured between the principal faces of any projecting sign shall not exceed 18 inches. (Code 1974, § 25-106)

#### Sec. 62-565. Location.

Every projecting sign shall be placed at least ten feet above the public sidewalk over which it is erected, and at a distance not greater than two feet from the face of the wall to which it is attached, measuring from the point of the sign nearest thereto. No such sign or part thereof shall extend nearer the curbline than one foot. Every projecting sign erected over public driveways, alleys and thoroughfares shall be placed not less than 15 feet above the level of the same. (Code 1974, § 25-107)

#### Sec. 62-566. Attachments and supports.

- (a) Projecting signs exceeding ten square feet in area or 50 pounds in weight shall not be attached to or supported by frame buildings or the wooden framework of a building. Such signs shall be attached to masonry walls with galvanized expansion bolts at least three-eighths inch in diameter or shall be fixed in the wall by means of bolts extending through the wall, and shall contain a proper size metal washer or plate on the inside of the wall.
- (b) No projecting sign shall be secured with wire, strips of wood or nails, nor shall any projecting sign be hung or secured to any other sign.

(Code 1974, § 25-108)

## Sec. 62-567. To be two-faced; V-shaped signs prohibited.

Every projecting sign shall be two-faced. V-shaped projecting signs, consisting of two singlefaced signs erected without a roof or ceiling, shall not be permitted. (Code 1974, § 25-109)

#### Sec. 62-568. Illumination.

Every projecting sign shall be illuminated. The reflectors shall be provided with the proper glass lenses concentrating the illumination upon the area of the sign and preventing glare upon the street or adjacent property. No floodlight, spot. light or reflector of the gooseneck type shall be permitted on projecting signs.

(Code 1974, § 25.110)

#### Sec. 62-569. Use of glass or other transparent material.

The lettering or advertising designs to be illuminated on a projecting sign may be composed of glass or other transparent or semitransparent incombustible material. Any glass forming a part of any sign shall be safety glass or plate glass at least one-quarter inch thick and in case any single piece or pane of glass has an area exceeding three square feet, it shall be wire glass. One section, not exceeding three square feet in area, constructed of wire glass or safety glass shall be permitted on each side of the sign. (Code 1974, § 25-111)

#### Sec. 62-570. Movable parts secured.

Any movable part of a projecting sign, such as the cover of a service opening, shall be securely fastened by chains or hinges. (Code 1974, § 25-112)

Secs. 62-571-62-580. Reserved.

# Subdivision VI. Temporary Signs

#### Sec. 62-581. Material requirements.

No temporary sign of combustible material shall exceed four feet in one of its dimensions or 100 square feet in area. Such signs in excess of 60 square feet shall be made of rigid materials, i.e., of wallboard or other light materials with frames. (Code 1974, § 25-123)

# Sec. 62-582. Signs exceeding 50 pounds to be approved by building official.

Every temporary sign weighing in excess of 50 pounds must be approved by the code administrator as conforming to the safety requirements of the building code of the city. (Code 1974, § 25-124)

# Sec. 62-583. Extension over or into street or sidewalk or over wall opening.

No temporary sign shall extend over or into any street, alley, sidewalk or other public thoroughfare a distance greater than four inches from the wall upon which it is erected and shall not be placed or projected over any wall opening.

(Code 1974, § 25-125)

#### Sec. 62-584. Anchorage and support.

Every temporary sign shall be attached to the wall with wire or steel cables and no strings, ropes or wood slats for anchorage or support purposes shall be permitted. (Code 1974, § 25-126)

#### Sec. 62-585. Permitted advertising.

The advertisement contained on any temporary sign shall pertain only to the business, industry or pursuit conducted on or within the premises on which such sign is erected or maintained. This provision shall not apply to signs of a civic, political or religious nature.

(Code 1974, § 25-127)

Secs. 62-586-62-595. Reserved.

Subdivision VII. Marquees

# Sec. 62-596. Design by structural engineer, approval by code administrator and electrical inspector.

All marquees shall be designed by a structural engineer and approved by the code administrator as in compliance with the building code of the city and by the electrical inspector as in compliance with the electrical code of the city. (Code 1974, § 25-138)

#### Sec. 62-597. Illumination required.

All marquees shall be illuminated. (Code 1974, § 25-139)

#### Sec. 62-598. Incombustible material required.

All marquees, including the anchors, bolts, supports, rods and braces thereof, shall be constructed of incombustible materials. (Code 1974, § 25-140)

#### Sec. 62-599. Roof use and material.

The roofs of all marquees shall be used for no other purpose than to form and constitute a roof, and at least 25 percent of the area of the roof of every marquee shall be of glass or other incombustible transparent substance.

(Code 1974, § 25-141)

#### Sec. 62-600. Drainage.

The roofs of all marquees shall be properly guttered and connected by downspouts to a sewer so that the water therefrom will not drip or flow onto public property. (Code 1974, § 25-142)

#### Sec. 62-601. Minimum height.

No portion of a marquee shall be less than ten feet above the level of the sidewalk or other public thoroughfare.

(Code 1974, § 25-143)

#### Sec. 62-602. Setback from curbline.

No marquee shall be permitted to extend beyond a point two feet inside the curbline. (Code 1974, § 25-144)

#### Sec. 62-603. Maximum width.

No marquee shall be wider than the entrance or entrances of the building, plus five feet on each side thereof; provided, however, that where the entrances to a building are not more than 20 feet apart, a marquee may be made a continuous single structure between the entrances. (Code 1974, § 25-145)

## Sec. 62-604. Support.

Marquees shall be supported solely by the building to which they are attached, and no columns or posts shall be permitted as support therefor. (Code 1974, § 25-146)

#### Sec. 62-605. Anchorage to wood structure.

No marquee shall be erected on any building of wood frame construction, unless attached to the masonry, concrete or steel supports of the building. (Code 1974, § 25-147)

#### Sec. 62-606. Live load requirements.

The roof of a marquee, except the required glass area, shall be designed and constructed to support a live load of not less than 100 pounds per square feet. (Code 1974, § 25-148)

#### Sec. 62-607. Signs and advertising material attached to marquee.

Signs attached to or hung from a marquee shall be completely within the borderline of the marquee's outer edge, and shall in no instance be lower than ten feet above the sidewalk or public thoroughfare. No sign or advertising material shall exceed five feet in height exclusive of the name of the establishment exhibiting such marquee. No advertising material shall be placed upon the roof of any marquee. (Code 1974, § 25-149)

#### Secs. 62-608-62-620. Reserved.

#### Subdivision VIII. Awnings and Canopies

#### Sec. 62-621. Permitted materials.

- (a) Awnings may be constructed of cloth or metal; provided, however, all frames and supports shall be of metal.
- (b) Canopies may be constructed of cloth or metal hood; provided, however, all frames and supports shall be of metal.

(Code 1974, § 25-160)

## Sec. 62-622. Minimum height.

- (a) All awnings shall be constructed and erected so that the lowest portion thereof shall not be less than eight feet above the level of the sidewalk or public thoroughfare.
- (b) All canopies shall be constructed and erected so that the lowest portion thereof shall be not less than nine feet above the level of the sidewalk or public thoroughfare. (Code 1974, § 25-161)

#### Sec. 62-623. Setback requirements generally.

No awning or canopy shall be permitted to extend beyond a point two feet inside the curbline. (Code 1974, § 25-162)

#### Sec. 62-624. Width.

There shall be no limitation on the width of awnings. No canopy shall be permitted to exceed eight feet in width.

(Code 1974, § 25-163)

#### Sec. 62-625. Support for awnings.

Every awning shall be securely attached to and supported by the building. Posts or columns beyond the building line shall not be permitted for awnings. No awning shall be attached to the wood jambs, frames or other wood members of a building (frame buildings excepted), when such building is less than ten feet from public property.

(Code 1974, § 25-164)

# Sec. 62-626. Frames and supports for canopies.

The framework of all canopies shall be designed by a structural engineer and approved by the code administrator as in compliance with the building code of the city. All frames and supports shall be of metal and designed to withstand a wind pressure as provided in section 62-445. (Code 1974, § 25-165)

# Sec. 62-627. Permitted advertising.

No advertising shall be placed on any awning or canopy except that the name of the owner and the business, industry or pursuit conducted within the premises may be painted or otherwise permanently placed in a space not exceeding eight inches in height on the front and side portions thereof. (Code 1974, § 25.166)

#### Sec. 62-628. Awnings rolled or folded except when in service.

Every awning shall be rolled or folded against the building wall except when in service as a protection from sun, rain, snow or other inclement weather. (Code 1974, § 25-167)

#### Secs. 62-629-62-640. Reserved.

#### Subdivision IX. Street Clocks

#### Sec. 62-641. Incombustible material required.

All street clocks shall be constructed of incombustible material, including the frames, braces and supports thereof.

### (Code 1974, § 25-178)

#### Sec. 62-642. Minimum diameter of dial.

The dial of a street clock shall be not less than 30 inches in diameter. (Code 1974, § 25-179)

#### Sec. 62-643. Glass requirements.

Any glass forming a part of a street clock or the sign thereon shall be safety glass or plate glass at least one-fourth inch thick. In case any single piece or pane of glass has an area exceeding three square feet, it shall be constructed of wire glass, securely held in place. (Code 1974, § 25-180)

#### Sec. 62-644. Movable parts secured.

Any movable part of a street clock, such as the cover or service opening, shall be securely fastened by metal hinges.

#### (Code 1974, § 25.181)

#### Sec. 62-645. Limitation on number at same location.

No person shall be permitted to erect more than one street clock for any place of business at any one location.

(Code 1974, § 25.182)

## Sec. 62-646. Special permit required for erection on sidewalk.

Any person erecting a street clock on any public sidewalk shall obtain the special written permission of the city council, in addition to all other permits required by this article. (Code 1974, § 25-183)

#### Sec. 62-647. Height, location when erected on sidewalk.

Every street clock erected on a sidewalk shall be supported upon a post of ornamental design, the total height of which shall not be less than 15 feet, and which shall be at least 20 feet from the point of intersection of the lines of any street, measured parallel with the street.

(Code 1974, § 25-184)

# Sec. 62-648. Height, projection when supported on building corner.

Street clocks supported on the corner of any building or structure at the intersection of two streets shall not be less than 15 feet or more than 20 feet above the sidewalk and shall not project from the face or wall of the building or structure in any direction more than five feet. (Code 1974, § 25-185)

## Sec. 62-649. Supports and attachments.

All street clocks erected on the exterior of any building or structure shall comply with the requirements set forth in section 62-535 regulating wall signs, or section 62-566 regulating projecting signs, whichever applies.

(Code 1974, § 25-186)

#### Sec. 62-650. Permitted advertising.

Only the name of the owner, proprietor or manager of the place of business erecting and maintaining a street clock shall be permitted as advertising matter on such clock. (Code 1974, § 25-187)

#### Sec. 62-651. Keeping of accurate time.

Street clocks shall keep accurate time, and if this condition is not complied with, the clock shall be promptly repaired or removed. (Code 1974, § 25-188)



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#### Memorandum Legal Opinion

July 29, 2014

Question: When advised of code violation and the provisions of Section 62-585 in regards to the Charmed Boutique signs, the owner of the Boutique added a "scripture of the month" line on their temporary signs, and then claimed the provisions of Section 62-585 did not apply to their signs because they were of a religious nature. Does the addition of a scriptural passage or other religious symbol or marking render a temporary sign "of a religious nature" and thus exempt from enforcement?

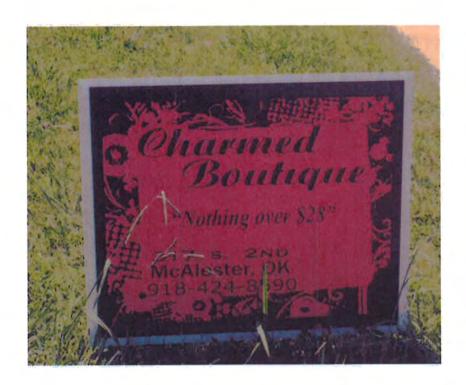
# Answer: No. Section 62-585 of the McAlester City Code provides:

## Sec. 62-585. Permitted advertising.

The advertisement contained on any temporary sign shall pertain only to the business, industry or pursuit conducted on or within the premises on which such sign is erected or maintained. This provision shall not apply to signs of a civic, political or religious nature. (Code 1974, § 25-127)

Boutique's for profit business. In reviewing the situation the owner simply replaced the phrase "Nothing over \$28" with a passage of text from the Bible. Likewise, adding a cross or other religious symbol would not alter the purpose of the sign. In examining content Oklahoma and Federal law use phrases such a "primary purpose" (Lemon v. Kurtzman) and "promoting a substantial non-exempt purpose" (IRS code 7.25.3.6.7), but the concept remains the same, examining the reason or purpose of a thing. Is the primary reason or purpose of the sign to promote something of a "religious" nature, or of a "commercial" nature. The alteration of a commercial advertisement to include some

religious content does not alter the fact that it is, at its core, an advertisement for a business. Below are exemplars of the two versions of the sign in question.





It is my legal opinion that the subject signs are not exempt under Section 62-585 of the McAlester City Code, and are subject to regular code enforcement.

Sincerely

William J. Ervin Jr.

# Chapter 46- ENVIRONMENT Article III. Lot Cleaning

#### Sec. 46-51. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative officer means the codes department and code administrator designated by the city council to carry out the duties of abating detrimental accumulations of trash or growth of weeds and grass.

Cleaning means the removal of trash from property.

Owner means the owner of record as shown by the most current tax rolls of the county treasurer.

*Trash* means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, or waste, or matter of any kind or form which is un cared for, discarded or abandoned.

Weed includes but is not limited to poison ivy, poison oak, or poison sumac and all vegetation at any state of maturity which:

- (1) Exceeds 12 inches in height, except healthy trees, shrubs, or produce for human consumption grown in a tended and cultivated garden; unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community, or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of such weeds.
- (2) Regardless of height, harbors, conceals or invites deposits or accumulation of refuse or trash.
- (3) Harbors rodents or vermin.
- (4) Gives off unpleasant or noxious odors.
- (5) Constitutes a fire or traffic hazard.
- (6) Is dead or diseased.

The term "weed" shall not include tended crops on land zoned for agricultural use which are planted more than 150 feet from a parcel zoned for other than agricultural use.

(Code 1974, § 17-17)

Cross reference-Definitions generally, § 1-2.

State law reference-Similar provisions, 11 O.S. § 22-111(D).

#### Sec. 46-52. Application.

The provisions of this article shall not apply to any property zoned and used for agricultural purposes. (Code 1974, § 17-17(6))

State law reference-Similar provisions, 11 O.S. § 22-111(E).

#### Sec. 46-53. Prohibited; responsibilities.

It shall be unlawful for any owner or person otherwise in possession or control of any lot, tract or parcel of land situated wholly or in part within the corporate limits of the city to allow trash or weeds to grow,

# **Chapter 46- ENVIRONMENT Article III. Lot Cleaning**

stand or accumulate upon premises, <u>including abutting right-of-way</u>, <sup>1</sup> and it shall be the duty of such owner to remove or destroy any such trash or weeds. The city will cause property within its municipal limits to be cleaned of trash and weeds or grass to be cut or mowed in accordance with established procedures.

(Code 1974, § 17-18)

The phrase, "including abutting right-of-way" was added by Ordinance No. 2462 adopted on April 23, 2013.

## Sec. 46-54. Reporting accumulation; inspection, determination.

Any officer or employee of the city who discovers an accumulation of trash or weeds upon any premises within the corporate limits of the city shall report such condition to the nuisance abatement officer of the codes department, who thereupon shall make an inspection and determination of violation. (Code 1974, § 17-19)

#### Sec. 46-55. Designation of administrative officer.

The city designates the codes administrator as the administrative officer responsible for carrying out the duties of the city council regarding public nuisance abatement procedures. The property owner shall have a right of appeal to the city council from any order of the code administrator. Such appeal shall be taken by filing written notice of appeal with the city clerk within ten days after the administrative order is rendered.

(Code 1974, § 17-20)

## Chapter 106 Utilities Article IV. Solid Waste Division 1. Generally

#### Sec. 106-301. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garbage means kitchen and table refuse leavings, offal, swill and every accumulation of animal and vegetable and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowls, birds, fruits and vegetables.

Refuse means both garbage and trash, as defined in this section.

*Trash* means crockery, bottles, broken bricks, tin cans, metal vessels, trimmings from lawns, trees and flower gardens, pasteboard boxes, berry boxes, rags, papers, straw boxes, sawdust, packing materials, shavings, ashes and all rubbish or other refuse.

Waste material means natural soil, earth, sand, clay, gravel, loam, stones, bricks, brickbats, plaster, Portland cement, glass and glassware, cinders, metals and all other noncombustible waste matter. (Code 1974, § 24-1)

Cross reference-Definitions generally, § 1-2.

#### Sec. 106-302. Reserved.

Editor's note-Ord. No. 2276, § 2, adopted Jan. 8,2008, repealed § 106-3002, which pertained to sanitation department and superintendent generally and derived from Code 1974, § 24-2.

#### Sec. 106-303. Burning of refuse.

It shall be unlawful for any person to burn any refuse anywhere within the city. This section is hereby declared necessary for the proper protection of the property and health of the citizens of the city, and violation of this section is hereby declared to be a public nuisance and unlawful.

(Code 1974, § 24-10; Ord. No. 2210, § 1, 9-27-05)

Charter reference-Authority to create departments, § 2-4(7).

"'State law references-Oklahoma Controlled Industrial Waste Disposal Act, 63 O.S. § 1-2001 et seq.; Oklahoma Solid Waste Management Act, 63 O.S. § 1-2300 et seq.; municipal solid waste management systems, 63 O.S. § 1-2412.

## Sec. 106-304. Unlawful scattering, storing, etc.

- (a) The scattering of refuse, the storage of refuse except in containers as provided for by this chapter or the accumulation of refuse by reason of nonpayment of fees or charges for its removal, is hereby declared to be a public nuisance and unlawful.
- (b) <u>Under no circumstances shall refuse be dumped, swept, thrown or otherwise deposited or stored on any street or in any alley or on any lot, without being placed in proper containers as prescribed in this chapter, nor shall waste material and debris from construction repair work, leaves, trees or tree trimmings be dumped or stored on any street or in any alley.</u>

Chapter 106 Utilities Article IV. Solid Waste Division 1. Generally

(c) It shall be unlawful for any person to bury any refuse at any place within the city or to transport any refuse upon any street within the city, except as otherwise provided for in this article. (Code 1974, § 24-11)

State law reference-Littering, 21 O.S. § 1761.1.

#### Sec. 106.305. Removal of dead animals.

The bodies of any dead animals within the city shall be promptly removed. In case of small animals, such as dogs and cats, the city shall remove the same. For larger animals, the owner shall pay the cost for removal of such animals. In case the owner of such animal is not known, the occupant or owner of the premises upon which the dead animal is found shall pay the charges for the removal, or if found upon any public street or park, the city shall pay for the removal of such dead animal. (Code 1974, § 24-12)

## Sec. 106·306. Removal of waste material, construction debris.

Waste material and the debris from the construction or repair of buildings, structures or dwellings shall be removed by the owner, tenant or contractor at his expense, and such waste material or debris shall not be stored in receptacles used for refuse collection by the sanitation department. (Code 1974, § 24-13)

Secs. 106·307-106·320. Reserved.

# Chapter 46- ENVIRONMENT Article II. Nuisances

#### Sec. 46-26. Enumeration.

In addition to any other public nuisances declared by other sections of this Code, the following are determined to be and shall constitute public nuisances:

- (1) Any condition or act annoying, injuring or endangering the safety, health, comfort and repose of any considerable number of persons in the city.
- (2) Any condition or act which in any way renders any considerable number of persons insecure in life or in the use of property.
- (3) The accumulation of liquid household waste, stagnant or standing pools of water, growing weeds, or other conditions which afford breeding places for flies, mosquitoes or vermin.
- 4) <u>Dense smoke, noxious fumes and odors, gas, soot or cinders which affect a considerable number of persons as to health and comfort.</u>
- (5) All acts, omission of acts, occupations and uses of property which are a menace to the public health.
- (6) All places where drunks, persons of lewd or disreputable character or flagrant violators of the law congregate.
- (7) Any vehicle used for indecent or immoral practices or purposes.
- (8) All indecent or obscene pictures, books, pamphlets, magazines or newspapers.
- (9) The placing or leaving, upon or in any public park or watershed, or waters supplying water to the city, of any rubbish, refuse, tin cans, garbage, dead animals or organic waste of any kind.
- (10) Polluting or contaminating the public water supply.
- (11) Any livestock grazing or running at large upon the watersheds of the city.
- (12) Obstructing any existing drainage channel which provides for runoff of storm water.
- (13) <u>Permitting trees, grass, weeds, or any other vegetation to grow to the extent that water flow is obstructed;</u> excepting that easements dedicated for surface water drainage across privately owned property shall be deemed a public way and major maintenance of the easement, when required, shall be performed by the city at no cost to the owner.
- (14) All violations of this Code. (Code 1974, §§ 17-5, 17-6) State law reference-Nuisances generally, 50 O.S.

# Chapter 46- ENVIRONMENT Article II. Nuisances

# Sec. 46-27. Creation or maintenance prohibited.

It shall be unlawful for any person to create or maintain a public nuisance within the city, or to permit a public nuisance to remain on premises under his control within the city. Under section 1-3 of the city charter, the city shall have the power to ordain and to enforce local legislation for the proper organization and functioning of the city government, for the preservation and enforcement of good government and order, for the protection of health, life, morals and property, and for the prevention, abatement, and removal of nuisances, and otherwise for the promotion of the common welfare. (Code 1974, § 71-1)

#### Sec. 46-28. Abatement-Generally.

- (a) The city council is empowered to summarily abate, or have summarily abated by the codes department, any nuisance referred to in this chapter or any other chapter of the Code, whenever it is practical to do so, following the procedures outlined in this chapter.
- (b) All expenses incurred in abating a nuisance under this section shall be paid by the owner or person creating or maintaining such nuisance. (Code 1974, § 17-4)

#### Sec. 46-29. Same-By suit in district court.

If abatement of any nuisance is deemed impractical by the city council, the council shall, by resolution, direct the bringing of a suit in the district court for the abatement of the public nuisance, as authorized by 50 O.S. § 17. (Code 1974, § 17-7)

#### Sec. 46-30. Same-Health nuisances.

- (a) Pursuant to the authority granted by 63 O.S. § 1-1011, the codes administrator shall have the authority to order the owner or occupant of any private premises in the city to remove from such premises at his own expense, any source of filth, cause of sickness, condition conducive to the breeding of insects or rodents that might contribute to the transmission of disease, or any condition adversely affecting the public health within 24 hours, or within such other time as might be reasonable. Failure to do so shall constitute an offense.
- (b) The order shall be in writing and may be served personally on the owner or occupant of the premises, or authorized agent thereof, by the health officer (codes administrator), his designee (codes inspectors) or by a police officer; or a copy thereof may be left at the last usual place of abode of the owner, occupant or agent, if known and within the state.
- (c) If the premises are unoccupied and the residence of the owner, occupant or agent is unknown, or is without the state, the order may be served by posting a copy thereof on the premises, or by publication in at least one issue of a newspaper having a general circulation in the city.
- (d) If an order given pursuant to subsection (a) is not complied with, the health officer (codes administrator) may cause the order to be executed and complied with, and the cost thereof shall be certified to the eity treasurer Chief Financial Officer<sup>1</sup>, and the cost of removing or abating the public nuisance including the administrative fee of  $$100.00^{1}$$ , shall be added to the water bill or other city utility bill of the owner or occupant if he is a user of water from the city water system or other utility service.

# **Chapter 46- ENVIRONMENT Article II. Nuisances**

(e) The cost, *including the administrative fee*<sup>1</sup> shall be treated as a part of the utility bill to which it is added, and shall become due and payable, and be subject to the same regulations relating to delinquency in payment, as the utility bill itself. If the owner or occupant is not a user of any city utility service, the cost, after certification to the eity treasurer Chief Financial Officer<sup>1</sup>, may be collected in any manner in which any other debt due the city may be collected. (Code 1974, § 17-8)

#### Sec. 46-31. Same-Procedures cumulative.

The various procedures prescribed by this article and by other ordinances for abating public nuisances shall be cumulative one to the other, and the city may elect to follow any such procedure which is applicable in abating any particular nuisance. (Code 1974, § 17-9)

Secs. 46-32-46-50. Reserved.

<sup>&</sup>lt;sup>1</sup> Denotes amendments made by Ordinance No. 2462 adopted on April 23, 2013.

# Chapter 94 Streets, Sidewalks And Other Public Places Article III. Sidewalks

# Sec. 94-71. Obstruction by trees or shrubs; grass on sidewalks.

It shall be unlawful for the owner or occupant of any lot or premises in the city to permit the branches of any tree or shrub growing upon such lot or premises, or upon the parking adjacent thereto, to grow in such a manner as to obstruct the free passage over or along the sidewalk in front of, or alongside of, such lot or premises, or to allow grass or weeds to grow so as to extend over such sidewalks. The branch of any tree or shrub extending over such sidewalk at a less height than 71/2 feet therefrom shall be termed an obstruction within the meaning of this section. (Code 1974, § 26-8)

# Sec. 94-72. Sidewalk planters and decorations.

- (a) Notwithstanding any other provision of this Code or other ordinance, it shall be lawful for civic organizations to place and maintain planters and decorations on the outer or inner edges of sidewalks, for the beautification of the city, provided the terms of this section are complied with.
- (b) A plan for planters or decorations referred to in subsection (a) shall be filed with the city clerk and presented to the city council for its approval, such plan to show the location and type of planters and decorations.
- (c) If the plan referred to in subsection (b) is approved by the council, the civic organization involved shall then file with the city clerk a liability insurance policy, issued by an insurance company authorized to do business in the state, in the sum of not less than \$10,000.00, covering property and personal injury damage and indemnifying the city from any property or personal injury damage which might result from the placing of the planters and other decorations on sidewalks within the city.
- (d) Upon the approval above outlined and the filing of the insurance policy as required above, the building inspector shall issue a permit authorizing the placement of such planters and decorations. (Code 1974, § 26-10)

# Sec. 94-73. Duty of abutting property owners and occupants to maintain sidewalks.

- (a) It shall be unlawful for the owner of property abutting upon a sidewalk or sidewalk area to permit the sidewalk or sidewalk area adjacent to his property to become a hazard to persons using the sidewalk or sidewalk area.
- (b) The abutting property owner and the occupant of the abutting property shall maintain sidewalks and sidewalk areas free and clear of all encroachments and obstructions, such as, but not limited to, those enumerated in section 94-1, which interfere with the free and safe use of and passage over the sidewalks or sidewalk areas.

(Code 1974, § 26-14)

State law reference-Emergency sidewalk repairs, 11 O.S. § 36-104.

#### Sec. 94-74. Snow and ice removal.

It shall be the duty of the owner and occupant of any property abutting a public sidewalk to remove all snow and ice from such sidewalk within 12 hours after the snow or ice has ceased to fall thereon. Snow and ice not so removed shall constitute a public nuisance subject to abatement in accordance with chapter 46, article II.

(Code 1974, § 26-15)

Secs. 94-75-94-95. Reserved.

# Chapter 94 Streets, Sidewalks and Other Public Places Article I. In General

#### Sec. 94-1. Encroachments and obstructions generally.

- (a) It shall be unlawful for any person to encroach upon the sidewalks, streets, avenues, alleys or other property of the city by placing thereon any pumps, tanks, vehicles, animals, posts, pillars, awnings, merchandise, structures, implements, or any other thing in such a manner as to obstruct or interfere with the safe and free use of and passage over such sidewalks, streets, avenues, alleys or other public property. This section shall not apply to metal railings placed to prevent people from falling into basements, nor shall it apply to any other article or object placed in accord with any provision of this Code specifically authorizing such placement.
- (b) Any unlawful obstruction of any street, sidewalk or alley in the city is hereby declared to be a public nuisance subject to abatement under the provisions of chapter 46, article II of this Code. (Code 1974, §§ 26.3, 26-4)

State law reference-Authority to prohibit and prevent encroachments, 11 O.S. § 36.107.

## Sec. 94-3. Use for sale or advertising of merchandise.

Except as otherwise specifically authorized in this Code, it shall be unlawful for any person to use any portion of the sidewalks, streets, alleys or avenues in the city for the sale of merchandise or the advertising of any merchandise of any kind whatsoever. (Code 1974, § 26-6)

#### Health and Sanitation Article I. In General

# Sec. 54-2. Open storage of abandoned or unattended vehicles, refrigerators, building material, etc.

- (a) It shall be unlawful for the owner or occupant of any residential, commercial or industrial building, structure or property to utilize the premises of such property for the open storage of any abandoned or unattended motor vehicle, icebox, refrigerator, stove, glass, building material or other similar items. It shall be the duty and responsibility of such owner or occupant to keep the premises of such property clean and to remove from the premises all such abandoned or unattended items upon notice from the code administrator.
- (b) For the purpose of this section, an abandoned motor vehicle is defined as one that is in a state of disrepair and incapable of being moved under its own power. A refrigerator is defined as receptacle, locker or compartment that is abandoned or unattended.
- (c) This section shall not apply to junkyard or salvage yard owners and operators duly licensed under the laws of the state and complying with all applicable city ordinances. (Code 1974, § 18-9)

# Chapter 106 Utilities Article IV. Solid Waste Division 2. Municipal Collection Service

# Sec. 106·323. General refuse container and storage requirements-For dwellings.

It shall be the duty of every owner, tenant, lessee or occupant of any private dwelling house to comply with the following provisions pertaining to the storage of refuse:

- (1) All garbage from dwellings shall be thoroughly drained of all liquid substances, wrapped in papers and stored in metal cans with tight-fitting metal covers and convenient handles or bails for carrying. Such cans shall have a capacity of not less than 20 gallons, nor a capacity of more than 30 gallons, and shall not weigh more than 75 pounds when fully loaded.
- (2) Trash from dwellings may be stored in cans for the storage of garbage or in separate metal containers, with handles or bails, the cover of which shall not be fastened to the container in any manner which will interfere with emptying the contents of the container. Grass cuttings and brush trimmings may be stored in separate boxes, cartons or baskets of a capacity of not more than three cubic feet, and shrub and tree trimmings may be securely tied in bundles not over four feet in length and not over two feet in diameter.
- (3) Garbage and trash containers shall be located in a single place on each premises, which place shall be easily accessible to the street or alley from which collections are made. No containers shall be permanently stored on the curb.
- (4) Garbage and/or trash containers shall not be placed on the curb earlier than 5:00 p.m. on the day preceding scheduled pickup.
- (5) Garbage and/or trash containers shall be removed from the curb not later than 7:00 p.m. on the day of pickup.
- (6) Garbage and trash containers shall not be located directly under downspouts or eaves where they will be deluged with water during rain or storms.
- (7) Unless the owner of a dwelling provides adequate storage facilities, the occupants of each dwelling shall provide a sufficient number of garbage or trash containers to afford storage of one week's accumulation of garbage and trash. Where several families occupy the same unit, such as an apartment house, the owner of the unit may provide common storage facilities for the occupants in such units.
- (8) All garbage and trash containers as herein described, including plastic and sealed bags, shall be placed at the curb or alley prior to the established time and date of pickup. All pickup from alleys, rather than curbs, will be established and authorized by the sanitation superintendent. (Code 1974, § 24-3)

#### Sec. 106-324. Same-For business and industrial establishments.

It shall be the duty of the owner, tenant, lessee or occupant of each business or industrial establishment to comply with the following provisions pertaining to the storage of refuse:

(1) All garbage from such establishment shall be stored in metal cans meeting the requirements prescribed in section 106-323 for dwellings.

Chapter 106
Utilities
Article IV. Solid Waste
Division 2. Municipal Collection Service

- (2) All trash shall be stored in metal containers or other types of containers approved by the sanitation superintendent or the city manager.
- (3) Trash containers shall be ratproof and shall have waterproof lids.
- (4) Garbage and trash containers, if located outside of buildings, shall not be located directly under downspouts or eaves where they will be deluged by water during storms.
- (5) All empty cardboard boxes placed in trash containers must be flattened.
- (6) Any and all business or industrial establishments which receive refuse collection by method of an established residential route may be required to comply with standards as established in section 106-323 for dwellings. (Code 1974, § 24-4)

# Sec. 106-325. Maintenance, repair and replacement of refuse containers.

All refuse containers shall be kept in a clean and sanitary condition at all times, and shall be kept free of rodents, pests and stinging insects. Whenever a refuse container has deteriorated or has been damaged, and is no longer sanitary, rodentproof or capable of retaining its load, it shall be repaired or replaced by the owner. When the owner fails to repair or replace unsanitary containers after notice of this condition has been given by the city, the owner shall be guilty of a misdemeanor. (Code 1974, § 24-5)

# Sec. 106-326. Prohibiting the unauthorized deposit of refuse in garbage containers belonging to someone else.

- (a) Unauthorized depositing of refuse. No person shall deposit any litter, refuse or cause or permit such to be deposited in, on, or around the garbage containers of another without the container owner's consent. No household garbage shall be deposited in city containers. The identification of mail or other material bearing the name(s) of a person identifying such person or entity deposited in, on, or around a container may constitute prima facie evidence of ownership.
- (b) The violation of subsection (a) is hereby declared to be a public nuisance and unlawful. Any person convicted of a violation of subsection (a) shall be punished by a penalty in accordance with the Schedule of Fines and Costs of the City of McAlester Municipal Court. (Code 1974, § 24-6; Ord. No. 2240, § 1, 7-25-06)

# Chapter 1 General Provisions

#### Sec. 1-8. Penalty for violations.

- (a) In this section "violation of this Code" means any of the following:
  - (1) <u>Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance</u>.
  - (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.
  - (3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.
- (b) In this section "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section.
- (c) Except as otherwise provided, a person convicted of a violation of this Code shall be punished by a fine not exceeding \$500.00, plus costs. With respect to violations of this Code that are continuous with respect to time, each day the violation continues is a separate offense.
- (d) No penalty, including fine and costs, shall be greater than that imposed by statute for the same offense.
- (e) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise.
- (f) <u>Violations of this Code that are continuous with respect to time may be abated by injunctive or other equitable relief.</u>

(Code 1974, §§ 1-7, 1-8; Ord. No. 1872, § 1, 9-10-91; Ord. No. 2049, § 1,4-9-96; Ord. No. 2264, § 1, 8-14-07)

State law references-Penalty for ordinance violations, 11 O.S. § 14-111; maximum fine allowable with no jury trial, 11 O.S. § 27-119.



**City Manager** 

# McAlester City Council

# **AGENDA REPORT**

Meeting Date:	August 12, 2014	Item Number:	4
	Manager Stasiak &		
Department:	Councilman Titsworth		
Prepared By:	Cora Middleton	Account Code:	
Date Prepared:	August 5, 2014	Budgeted Amount:	
		Exhibits:	
Subject			
	the recent sale of Surplus Palain Street and Cherokee Av		at the north east corner of the
		ed property at the north east c	orner of the intersection at South
On November 12, 2013, the City Council declared that 30 parcels of land belonging to the City of McAlester and located within the City limits be declared salvage property. Three (3) of the parcels were removed from the list on January 7, 2014. Those parcels of land were advertised for sealed bid on January 12 and 19, 2014 in the McAlester News-Capital and bids were received up to and opened at 2:00 p.m. on January 28, 2014. Only two (2) parcels sold at the time.  On June 24, 2014, the City Council authorized the remaining 25 parcels of land to be offered for sale at a lower reserve amount than what was in the original bid package. Those parcels were advertised for sealed bid on July 6 and 13, 2014 in the McAlester News-Capital and bids were received up to and opened at 10:00 a.m. on July 22, 2014. Thirteen parcels sold from the bid.  The parcel of land (Parking Lot) was included in both bid advertisements with signage having been posted on the property prior to the original bid advertisement. Neither Sheila Norman, Purchasing/Fixed Assets Clerk or Cora Middleton, City Clerk were contacted regarding the sale of the "Parking Lot" prior to either of the bid openings.			
Approved By			
Approved by		Initial	Date
Department Head		CM	08/05/14

Pt<sup>5</sup>/Linda Daniels

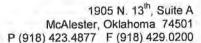
08/05/14



# McAlester City Council

# **AGENDA REPORT**

Meeting Date:	August 12, 2014	Item Number:	5
Department:	Councilman, Travis Read		
Prepared By:	John C. Modzelewski, PE	Account Code:	
Date Prepared:	August 5, 2014	Budgeted Amount:	
		Exhibits:	1
TO STORY THE STORY OF THE STORY			
Subject Consider, and act up Services during the Comanche Avenue to	construction of road and infras	with EST, Inc. to protructure improvements	ovide Construction Management along Seventeenth Street from
Recommendation			
Services Agreement road and infrastructur	with EST, Inc. to provide Constr	uction Management Se th Street from Comanc	nent to the existing Professional rvices during the construction of he Avenue to South Avenue. The
Discussion			
This agreement will a and infrastructure im construction complete the contractor, has a Inc. to continue to pro	approvements along Seventeenth ion date was originally June 23, 2 completion date of September 2 ovide services that include engine	Street from Comanche 2014. The current constant, 2014. This Supplementaring oversight, daily o	Management Services for the road Avenue to South Avenue. The ruction schedule, as submitted by ental Agreement will allow EST, nsite observation, documentation, losal is included in the attached
		Language Control of the Control of t	
Approved By		Initial	Date
Department Head		JCM	08/05/14
City Manager	Pt5,	Linda Daniels	08/05/14





July 30, 2014

City of McAlester 28 E. Washington McAlester, OK 74501

Attn: John Modzelewski

Re: Construction Management Services

17th Street from South Avenue to Comanche Avenue

EST, Inc. is submitting the following request for a Supplemental Agreement to our existing contract to continue providing construction inspection and certified lab technician services on the above referenced contract. As a result of project delays, field modifications and Change Orders, the original contract time has been increased. This resulted in an extension of the service that we are providing to the City of McAlester.

EST, Inc. has prepared a Fee Proposal based upon the Scope of Services outlined in Exhibit A of the City of McAlester's Professional Services Agreement. The supplemental amount requested to continue performing these services is a lump sum amount of \$35,000. This additional fee is based upon extending our services thru September 24, 2014 (the current proposed completion date) reflected on the latest construction schedule submitted by Austin Paving, LLC.

#### General:

This proposal is submitted for the exclusive use of the City of McAlester for the specific project referenced. If our outlined Scope of Services change, this fee will change accordingly. We will notify the client prior to making changes to the scope of services that may adjust our fee.

We appreciate the opportunity to provide these services and are available to answer any questions regarding this proposal. Should you have any questions, please contact us at (405) 815-3600.

If you are in agreement with this proposal, please indicate your acceptance by signing the Notice to Proceed provided and returning it to the address shown above or via email to <a href="mailto:tammy@estinc.net">tammy@estinc.net</a>

Respectfully,

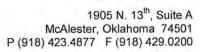
Tammy Robinson, P.E., C.P.M. Director of Construction Management

Enclosures: Notice to Proceed

Colorado

Oklahoma

Texas





John Modzelewski
City of McAlester
28 E. Washington
McAlester, OK 74501
Construction Management Support Services
Supplement Agreement No. 1
Signature
Signature  Name (Please Print)
Name (Please Print)

1905 N. 13<sup>th</sup>, Suite A McAlester, Oklahoma 74501 P (918) 423.4877 F (918) 429.0200

# **FEE PROPOSAL**

(s @ 3 hrs/wk	\$ 4,200
	s @ 3 hrs/wk

Project Inspector	\$ 90/hr	40 days @ 8 hr/day	\$28,800
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Making and Curing Concrete Test Specimens in the Field	10 sets	s @ \$51/set
Proofrolling	4 hrs	@ \$55/hr
Aggregate Depth Checks	20 ea	@ \$40/ea

Sub-total	\$ 1,530
Include 20% contingency for re-testing	\$ 306

Total Testing \$ 1,836

Sub-Total \$34,836

Contingency for unknown items \$ 164

Total Fee Proposal \$35,000

The McAlester Airport Authority met in a Regular session on Tuesday, July 22, 2014, at 6:00 P.M. after proper notice and agenda was posted July 17, 2014.

Present:

John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett

& Steve Harrison

Absent:

Weldon Smith

Presiding:

Steve Harrison, Chairman

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

- Approval of the Minutes from the July 8, 2014, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending July 15, 2014. (*Toni Ervin, Chief Financial Officer*) in the amount of \$5972.56.
- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to sign the contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. (James Stanford, IT Computer Support Specialist)
- Confirm action taken on City Council Agenda Item 4, amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Toni Ervin, CFO)
- Confirm action taken on City Council Agenda Item 7, a resolution amending the City's Non-Uniform Pay Plan. (*Toni Ervin, CFO*)
- Confirm action taken on City Council Agenda Item 10, authorizing the Mayor to sign Supplemental Agreement Number 1 to construction contract. "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions". (John Modzelewski, P.E., City Engineer and Director of Public Works)
- Confirm action taken on City Council Agenda Item 11, authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20

Safety Areas and Remove Runway 2-20 Approach Surface Obstructions". (John Modzelewski, P.E., City Engineer and Director of Public Works)

- Confirm action taken on City Council Agenda Item 12, an Amendment to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey. (John Modzelewski, P.E., City Engineer and Director of Public Works)
- Confirm action taken on City Council Agenda Item 13, on authorizing City staff to seek reimbursement from ad valorem tax rolls for worker compensation judgments. (Toni Ervin, CFO)

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

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

Chairman Harrison declared the motion carried.

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

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

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

Chairman Harrison declared the motion carried.

ATTEST:	Steve Harrison, Chairman
Cora Middleton, Secretary	

Council Chambers Municipal Building July 10, 2014

The McAlester Public Works Authority met in a Special session on Thursday, July 10, 2014, at 5:30 P.M. after proper notice and agenda was posted July 9, 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. Read to approve the following:

- Confirm action taken on City Council Agenda Item 1, Adopt an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.
- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign a contract between the City of McAlester and W. Brown Enterprises, Inc. for the construction of approximately 2,900 linear feet of new 12-inch PVC C900 water main and necessary appurtenances along the east side of South Main Street from T.H. Rogers to Oklahoma Avenue.

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:	Steve Harrison, Chairman
Cora Middleton, Secretary	

Council Chambers Municipal Building July 22, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, July 22, 2014, at 6:00 P.M. after proper notice and agenda was posted July 17, 2014.

Present:

Travis Read, Robert Karr, Buddy Garvin, John Titsworth, Jason Barnett & Steve

Harrison

Absent:

Weldon Smith

Presiding:

Steve Harrison, Chairman

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

- Approval of the Minutes from the July 8, 2014, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending July 15, 2014. (*Toni Ervin, Chief Financial Officer*) in the amount of \$352,443.14.
- Confirm action taken on City Council Agenda Item E, authorization of payment to McAlester News Capital & Democrat, Ad Number 05615109, in the amount of \$98.45, for publication of Advertisement for Bids 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 F, authorization of payment to Austin Paving, LLC, Pay Estimate No. 4, in the amount of \$74,187.34, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. This action does not approve the submitted construction schedule that extends the project to September 24, 2014. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- Confirm action taken on City Council Agenda Item G, 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. (John C. Modzelewski, P.E., City Engineer and Public Works Director)
- Confirm action taken on City Council Agenda Item H, receipt of Amended Permit No. SL000061140226 for the construction of 998 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Belfair Senior Care Complex. (John C. Modzelewski, P.E., City Engineer and Public Works Director)

- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to sign the contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. (James Stanford, IT Computer Support Specialist)
- Confirm action taken on City Council Agenda Item 3, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the residential and commercial rates listed. (*Toni Ervin, CFO*)
- Confirm action taken on City Council Agenda Item 4, amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Toni Ervin, CFO)
- Confirm action taken on City Council Agenda Item 6, a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street. (Leroy Alsup, Director Community & Economic Development)
- Confirm action taken on City Council Agenda Item 7, a resolution amending the City's Non-Uniform Pay Plan. (Toni Ervin, CFO)
- Confirm action taken on City Council Agenda Item 8, a Resolution authorizing the creation and the FY 2014-2015 funding of the Full Time position of Recycling Service Worker. (Peter J. Stasiak, City Manager)
- Confirm action taken on City Council Agenda Item 9, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. (Sheila Norman, Purchasing Fixed Assets, Toni Ervin, CFO)
- Confirm action taken on City Council Agenda Item 13, on authorizing City staff to seek reimbursement from ad valorem tax rolls for worker compensation judgments. (Toni Ervin, CFO)

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

AYE: Trustees 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. Read moved for the meeting to be adjourned, seconded by Mr. Garvin.

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

AYE: Trustees Read, Karr, Garvin, Titsworth, Barr NAY: None	nett & Chairman Harrison
Chairman Harrison declared the motion carried.	
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ATTEST:	Steve Harrison, Chairman
Cora Middleton Secretary	