



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, August 26, 2014 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Glenn Meyer, Trinity Lutheran 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 28, 2014, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 6, 2014 through August 19, 2014. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorizing the Mayor to sign a resolution casting a vote for one trustee of the Oklahoma Municipal Retirement Fund to fill the expiring term of trustee at-large. *(Peter J. Stasiak, City Manager)*
- D. Consider and act upon, authorization of payment to OPUBCO Communications Group, Invoice Number 0002630900140803, in the amount of \$107.45, 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)*
- E. Consider and act upon, authorization of payment to McAlester News Capital & Democrat, Ad Number 05615389, in the amount of \$168.70, 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 Tulsa World, Ad Number 0000018062-0706, in the amount of \$689.58, 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 Austin Paving, LLC, Pay Estimate No. 5, in an amount to be determined, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. The pay request is under review by the consulting engineer and will be available

for the meeting on August 26, 2014. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

- H. Concur with Mayor's Appointment of Carl Gullick, 1400 Timber Lane to the McAlester Planning Commission for a term to expire May 31, 2015. (*Steve Harrison, Mayor*)

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- Public Hearing: Final Performance Report on FY-13 CDBG Grant; Waterline Replacement Project.
- **AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, SECTION 21 (b) (7); ENTITLED DOG PARK; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.**

SCHEDULED BUSINESS

1. Consider and act upon, a "Use Permitted After Review" at 1001 E. Wyandotte Avenue for Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Consider and act upon a "Use Permitted After Review" at 1001 E. Wyandotte Avenue for Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities.

2. Consider and act upon, a Quit Claim Deed between the City of McAlester & HSB Properties, LLC granting all right title and interest in the Easterly 50 feet of Lot One (I), in Block Four Hundred Twenty (420) to HSB Properties, LLC and releasing and discharging all conditions, covenants and restrictions as may have been imposed by the terms of that Special McAlester Urban Renewal Authority Warranty Deed filed in Book 349 at Page 345 of the Office of the Pittsburg County Clerk. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to approve the Quit Claim Deed between the City of McAlester & HSB Properties, LLC and to authorize the Mayor to execute the same.

3. Consider and act upon, the final acceptance of FY-13 CDBG Grant Waterline Replacement Project and authorizing the Mayor to sign closeout documents. (*John C. Modzelewski, P.E., City Engineer and Public Works Director, Millie Vance, Grant Writer*)

Executive Summary

The recommendation is to accept the FY-13 CDBG Grant Waterline Replacement Project and authorize the Mayor to sign closeout documents.

4. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Poe & Associates, Inc., for the design of road and infrastructure improvements for CIP#4 which includes a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Poe & Associates, Inc. Consulting Engineers, for the design of road and infrastructure improvements for a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue. The Fee Proposal is a lump sum amount of \$257,233.23.

5. Consider and act upon, a lease and contract with the Pittsburg County Regional Expo Authority and the City of McAlester. (*Mel Priddy, Community Services Director*)

Executive Summary

Motion to approve a lease and contract between the Pittsburg County Regional Expo Authority and the City of McAlester.

6. Consider and act upon, amending Rule No.7, Chapter 10, Article 1. (*Mel Priddy, Community Services Director, John Titsworth, Councilman, Ward 2*)

Executive Summary

Motion to approve amending Rule No.7, Chapter 10, Article 1.

7. Consider and act upon, a Resolution authorizing the creation and the funding of the Full Time position of Receptionist/Administrative Assistant. (*Cora Middleton, City Clerk*)

Executive Summary

Motion to approve a Resolution to authorize the creation and the funding of the Full Time position of Receptionist/Administrative Assistant.

8. Discussion and possible action on Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor accepting application of enclosed business as an applicant. (*Toni Ervin, CFO*)

Executive Summary

Our recommendation would be to accept this business as an applicant and authorize the Mayor to sign certificate of acceptance as a participant in the Retail Sales Tax Incentive Program.

9. Consider and act upon, to authorize purchase of 60 desktop computers with monitors pursuant to section 2-275 of the McAlester City Code. (*Toni Ervin, CFO*)

Executive Summary

Motion to approve purchase of 60 desktop computers.

10. Consider and act upon, to authorize the Mayor to sign a lease purchase agreement with John Deere pursuant to section 2-275 of the McAlester City Code, for one new and unused Loader and Excavator. *(Toni Ervin, CFO, John C. Modzelewski, P.E., City Engineer and Public Works Director, Tim Adams, Public Works Operations Supervisor)*

Executive Summary

Staff recommends to authorize lease purchase agreement with John Deere for Loader and Excavator.

11. Consider and act upon, to authorize the Mayor to sign a lease purchase agreement pursuant to section 2-275 of the McAlester City Code, for one new and unused Freightliner 6 Wheel Plow Truck and Freightliner 6 Wheel Dump Truck. *(Toni Ervin, CFO, John C. Modzelewski, P.E., City Engineer and Public Works Director, Tim Adams, Public Works Operations Supervisor)*

Executive Summary

Staff recommends authorization to lease purchase the Freightliner Dump Trucks for on a 60 month payment agreement.

12. Consider and act upon, a resolution amending the pay plan to reflect the changes to Dispatch positions, titles and pay grades. *(Toni Ervin, CFO)*

Executive Summary

Staff recommends motion to approve resolution amending the City's Non-Uniform Pay Plan to reflect the changes to Dispatch positions, titles and pay grades.

13. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with EST, Inc., for Construction Management Services related to CIP#2 which includes a segment of A Street between Miami Avenue and Comanche Avenue, and a portion of Sixth Street between Jefferson Avenue and Monroe Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with EST, Inc. to provide Construction Management Services related to CIP#2 which includes a segment of A Street between Miami Avenue and Comanche Avenue, and a portion of Sixth Street between Jefferson Avenue and Monroe Avenue. The total fee to perform these services is a lump sum amount of \$149,000.

14. Consider and act upon, authorizing the Mayor to sign Supplemental Agreement No. 1 to Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign Supplemental Agreement No. 1 to Lease Agreement No. DTFACN-13-L-00151.

15. Presentation "Operation Playing with Fire" by McAlester Fire Department. *(Brett Brewer, Fire Chief)*

Executive Summary

Presentation by Fire Chief Brett Brewer.

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 August 12, 2014, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 19, 2014. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 9, to authorize purchase of 60 desktop computers with monitors pursuant to section 2-275 of the McAlester City Code. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 14, authorizing the Mayor to sign Supplemental Agreement No. 1 to Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 28, 2014, Special Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the August 12, 2014, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 19, 2014. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, to authorize payment to OPUBCO Communications Group, Invoice Number 0002630900140803, in the amount of \$107.45, 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 E, authorization of payment to McAlester News Capital & Democrat, Ad Number 05615389, in the amount of \$168.70, 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 Tulsa World, Ad Number 0000018062-0706, in the amount of \$689.58, 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 Austin Paving, LLC, Pay Estimate No. 5, in an amount to be determined, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. The pay request is under review by the consulting engineer and will be available for the meeting on August 26, 2014. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, the final acceptance of FY-13 CDBG Grant Waterline Replacement Project and authorizing the Mayor to sign closeout documents. *(John C. Modzelewski, P.E., City Engineer and Public Works Director, Millie Vance, Grant Writer)*
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign a Professional Services Agreement with Poe & Associates, Inc., for the design of road and infrastructure improvements for CIP#4 which includes a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east

of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 9, to authorize purchase of 60 desktop computers with monitors pursuant to section 2-275 of the McAlester City Code. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 10, to authorize the Mayor to sign a lease purchase agreement with John Deere pursuant to section 2-275 of the McAlester City Code, for one new and unused Loader and Excavator. *(Toni Ervin, CFO, John C. Modzelewski, P.E., City Engineer and Public Works Director, Tim Adams, Public Works Operations Supervisor)*
- Confirm action taken on City Council Agenda Item 11, to authorize the Mayor to sign a lease purchase agreement pursuant to section 2-275 of the McAlester City Code, for one new and unused Freightliner 6 Wheel Plow Truck and Freightliner 6 Wheel Dump Truck. *(Toni Ervin, CFO, John C. Modzelewski, P.E., City Engineer and Public Works Director, Tim Adams, Public Works Operations Supervisor)*
- Confirm action taken on City Council Agenda Item 13, authorizing the Mayor to sign a Professional Services Agreement with EST, Inc., for Construction Management Services related to CIP#2 which includes a segment of A Street between Miami Avenue and Comanche Avenue, and a portion of Sixth Street between Jefferson Avenue and Monroe Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 22, 2014, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of August 2014. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item C, authorizing the Mayor to sign a resolution casting a vote for one trustee of the Oklahoma Municipal Retirement Fund to fill the expiring term of trustee at-large. *(Peter J. Stasiak, City Manager)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2014 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

The McAlester City Council met in Special session on Monday, July 28, 2014 at 5:30 P.M. after proper notice and agenda was posted, July 25, 2014 at 4:05 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

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

Scheduled Business

1. Consider, and act upon, approval of Change Order No. 4R, for an extension of ten days to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve Change Order No. 4R, , for an extension of ten days to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

Before the vote, Manager Stasiak explained that Change Order 4R was approved by Council for an extension of ten (10) days but never signed by Mr. McDonald. He added that after discussion between Mr. McDonald's attorney and the Attorney Ervin it is the City's recommendation for Mr. McDonald to sign the Change Order No. 4R which gets them to July 28, 2014.

There was discussion among the Council, Attorney Ervin, Engineer Modzelewski and Manager Stasiak concerning if the Change Order would change the City's legal standing with approving the Change Order, who kept track of the inclement weather, if this and the next change order was due to weather, what the additional language in the change order allowed, the situation with communications with Austin Paving, if work had taken place when it was supposed to have taken place, the number of extensions, and the various causes for the extension requests.

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

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider, and act upon, approval of Change Order No. 5, to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

A motion was made by Smith and seconded by Vice-Mayor Read to approve Change Order No. 5, to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

Before the vote, Engineer Modzelewski addressed the Council explaining that this Change Order would extend the contract by forty-seven (47) days and change the substantial completion date to September 13, 2014.

There was discussion regarding the number of requested extension days, if the City Engineer agreed with these requests, the biggest reason for the delays, the original completion date, what days the contractor did or didn't work, communication problems, the penalties included in the contract, the addition of specific milestones if the Change Order was approved, and how the contractor planned to continue and complete the project.

Vice-Mayor moved to modify the completion date for Change Order No. 5 to September 16th from September 13th and milestones 1, 2 and 3 be included in Change Order No. 5 verbatim as shown in the submitted email and those changes be made prior to Mr. McDonald for approval. The motion was seconded by Councilman Smith.

Mayor Harrison asked Attorney Ervin if the Council needed to vote on the modification separately and then vote on the original motion.

Attorney Ervin asked if Councilman Smith was agreeable with modifying his motion. Councilman Smith indicated that he agreed with the modification.

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

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider, and act upon, an amendment to the 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.

A motion was made by Councilman Smith and seconded by Councilman Karr to authorize the Mayor to sign an amendment to the 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 for a total fee of \$35,000.

Before the vote, Manager Stasiak explained that the original completion date was June 23rd and the project was now going eighty (80) days past that date. He added that EST was asking for a lump sum of \$35,000.00 to cover the extension of time.

There was discussion concerning what the original contract contained, how the additional amount was calculated, the amount of extensions and if the firm saw any further changes in their charges.

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

AYE: Councilman Smith, Karr & Mayor Harrison

NAY: Councilman Read & Titsworth

Mayor Harrison declared the motion failed.

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 & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Special Meeting was recessed at 6:34 P.M.

Reconvene Council Meeting

The Special Meeting was reconvened at 6:35 P.M.

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

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

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

NAY: None

Mayor Harrison declared the motion carried and the Special Meeting was recessed at 6:35 P.M.

Executive Session

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

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

Reconvene Council Meeting

The Special Meeting was reconvened at 7:08 P.M. Mayor Harrison reported that the Council had recessed the Special Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.4, for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green. Only that matter was discussed, no action was taken and the Council returned to open session at 7:08 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was adjourned at 7:10 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**August 6, 2014
Thru
August 19, 2014**

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	DOUG BASINGER	I-201408056512	01 -5653331	EMPLOYEE TRAV DOUG BASINGER:TRAINING EXP	070428	152.10
	RICK GUTHRIE	I-201408056519	01 -5431207	CLOTHING ALLO RICK GUTHRIE: REIMB BOOT ALLOW	070431	150.00
	ERIC GILES	I-201408136530	01 -5431207	CLOTHING ALLO ERIC GILES: REIMB CLOTHING ALL	070470	63.23
	LINDA DANIELS	I-201408136531	01 -5210331	EMPLOYEE TRAV LINDA DANIELS: TRAVEL EXP	070471	381.70
01-A00028	"A" PLUS LAWN SERVICE					
	I-471852	01 -5542308	CONTRACTED SE CONTRACT MOWING FEE	070478	1,250.00	
01-A00200	ADAM TRUE VALUE & AG SU					
	I-246284	01 -5547203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070479	120.54	
01-A00267	AIRGAS, INC					
	I-9029293113	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070480	57.17	
	I-9029660804	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTA	070480	102.34	
	I-9029752417	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070480	123.73	
	I-9029787973	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070480	3.80	
	I-9029787974	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070480	57.17	
	I-9029832380	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTA	070480	97.96	
	I-9029832381	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	070480	93.51	
	I-9029890274	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTA	070480	57.17	
	I-9030015744	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	070480	93.75	
	I-9030087835	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	070480	241.11	
	I-9030268611	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	070480	127.29	
	I-9920154070	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	070480	327.85	
	I-9920154072	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE LEASE	070480	42.78	
	I-9920154072	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE LEASE	070480	117.97	
01-A00362	ALLEGIANCE COMMUNICATIO					
	I-201408056507	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	070433	83.88	
	I-201408056507	01 -5547328	INTERNET SERV INTERNET SVS-OAKHILL CEMETERY	070433	59.95	
	I-201408056507	01 -5431328	INTERNET SERV INTERNET SVS-FIRE EMER RESP CO	070433	61.37	
	I-201408056507	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	070433	71.37	
	I-201408056507	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	070433	123.74	
	I-201408136527	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	070472	75.96	
	I-201408136527	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	070472	75.96	
	I-201408136527	01 -5865328	INTERNET SERV INTERNET SVS-STREETS T/C	070472	75.96	
	I-201408136527	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	070472	61.37	
01-A00490	AMERICAN LEGION #79 BIN					
	I-14-00458	01 -5542203	REPAIRS & MAI CHAIRS FOR STIPE CENTER	070482	450.00	
01-A00500	AMERICAN MUNICIPAL SERV					
	I-20910	01 -2105	COLLECTION AG COURT COLLECTION FEES-JUL 2014	070483	7,164.50	
01-A00751	ATWOODS					
	I-2158/9	01 -5542203	REPAIRS & MAI 42" FAN FOR PARKS SHOP	070484	299.99	
	I-2172/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070484	17.94	
	I-2177/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070484	3.98	

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS		continued			
		I-2181/9	01 -5544203	REPAIRS & MAI BUG SPRAY FOR SBC	070484	67.88
		I-2186/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070484	13.98
		I-2193/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070484	78.80
		I-2195/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070484	35.96
01-B00180	UNION IRON WORKS, INC.					
		I-S1806007.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070489	196.11
		I-S1806389.001	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070489	24.96
		I-S1806564.001	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070489	9.17
		I-S1807637.001	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070489	43.50
		I-S1807645.001	01 -5543203	REPAIRS & MAI SPRINKLER REPAIR PARTS	070489	248.72
		I-S1808774.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070489	9.07
01-B00640	SPORT SUPPLY GROUP, INC					
		I-96219678	01 -5544203	REPAIRS & MAI SUPPLIES FOR SBC	070490	359.66
01-C00100	CLEET					
		I-201408056511	01 -2100	CLEET PAYABLE CLEET FEES COLLECTED-7/14	070436	4,920.24
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201408056510	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #3	070437	24.53
		I-201408056510	01 -5215314	GAS UTILITY GAS EXP-CEMETERY	070437	31.44
		I-201408056510	01 -5215314	GAS UTILITY GAS EXP-MAINT SHOP	070437	44.46
		I-201408056510	01 -5215314	GAS UTILITY GAS EXP-1600 E COLLEGE AVE C	070437	24.28
		I-201408056510	01 -5215314	GAS UTILITY GAS EXP-LIBRARY	070437	50.73
		I-201408056510	01 -5215314	GAS UTILITY GAS EXP-OAKHILL CEMETERY	070437	29.14
		I-201408056510	01 -5215314	GAS UTILITY GAS EXP-CITY HALL	070437	104.25
		I-201408136529	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #2	070473	26.84
		I-201408136529	01 -5215314	GAS UTILITY GAS EXP-STIPE CENTER	070473	218.75
		I-201408136529	01 -5215314	GAS UTILITY GAS EXP-802 E HARRISON	070473	23.24
01-D00052	DANIE L. TALBOT					
		I-201408196539	01 -5544308	CONTRACT LABO UMPIRE FEES-12 GAMES	070493	300.00
01-D00159	DAVID KING					
		I-471851	01 -5542203	REPAIRS & MAI BRICK WORK @ MIKE DEAK	070495	400.00
01-D00540	DOLESE BROTHERS					
		I-AG14084372	01 -5865218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	519.81
		I-AG14089621	01 -5865218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	232.37
		I-RM14052627	01 -5865218	STREET REPAIR CONCRETE FOR ST. REPAIRS	070499	138.00
01-E00406	EXPRESS EMPLOYMENT PROF					
		I-14457116-3	01 -5215308	CONTRACT LIAB ADMIN TEMP FEE	070501	748.80
		I-14484270-5	01 -5215308	CONTRACT LIAB ADMIN TEMP FEE	070501	762.84
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201408146535	01 -5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONTROL	070503	414.54

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES		continued			
		I-201408146535	01 -5321212	FUEL EXPENSE FUEL EXP-POLICE	070503	11,437.41
		I-201408146535	01 -5431212	FUEL EXPENSE FUEL EXP-FIRE	070503	1,762.57
		I-201408146535	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	070503	3,099.18
		I-201408146535	01 -5548212	FUEL EXPENSE FUEL EXP-FAC MAINT	070503	491.70
		I-201408146535	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	070503	3,063.47
		I-201408146535	01 -5544212	FUEL EXPENSE FUEL EXP-RECREATION	070503	485.87
		I-201408146535	01 -5652212	FUEL EXPENSE FUEL EXP-CODES	070503	579.80
		I-201408146535	01 -5225212	FUEL EXPENSE FUEL EXP-IT	070503	122.38
		I-201408146535	01 -5653212	FUEL EXPENSE FUEL EXP-HR	070503	79.44
		I-201408146535	01 -5547212	FUEL EXPENSE FUEL EXP-CEMETERY	070503	362.06
		I-201408146535	01 -5432212	FUEL EXPENSE FUEL EXP-EMS	070503	1,491.42
01-F00037	FASTENAL					
		I-OKMCA125882	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070504	186.03
01-F00141	FIRE STORE					
		I-E123066.001	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070505	115.00
		I-E1230666	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070505	857.80
01-F00222	FLOODSERV INC					
		I-11429	01 -5548316	REPAIRS & MAI CLEANING@ S FIRE STATION	070506	750.00
01-G00010	G & C RENTAL CENTER, IN					
		I-28407	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL FEE	070507	25.00
		I-28870	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL FEE	070507	236.75
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-002265861	01 -5321207	CLOTHING ALLO UNIFORM ALLOWANCE	070508	21.45
		I-BC0089602	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070508	967.77
		I-BC0090281	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070508	188.98
		I-BC0092279	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070508	804.30
01-G00260	GEORGE HALIBURTON					
		I-8-18-14	01 -5652318	ABATEMENTS CONTRACT MOWING	070510	1,134.00
		I-H07-14-01	01 -5652318	ABATEMENTS CONTRACT MOWING	070510	432.00
01-G00490	GRISSOM IMPLEMENT INC					
		I-430311	01 -5542203	REPAIRS & MAI MOWING SUPPLIES	070512	113.98
		I-431584	01 -5547203	REPAIRS & MAI WEEDEATER SUPPLIES	070512	459.88
01-H00052	HARD SCAPE MATERIALS					
		I-77323	01 -5542203	REPAIRS & MAI FOUNTAIN FOR ROTARY POND	070514	1,325.00
01-H00070	HAMPTON INN CHICKASHA					
		I-85059330	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-WILDERNESS TRA	070515	288.00
01-H00290	HUMPHREY PLUMBING, INC.					
		I-2070	01 -5548316	REPAIRS & MAI REPAIRS TO A/C UNITS	070516	142.50

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VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100099	IKON OFFICE SOLUTIONS					
		I-25601239	01 -5321308	CONTRACTED SE POLICE COPIER LEASE PMT	070517	284.00
01-100110	IMPRESS OFFICE SUPPLY					
		I-036782	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070518	13.77
01-100115	INTERMEDIX TECHNOLOGIES					
		I-INVTECH4812	01 -5432308	CONTRACTED SE EMS BILLING SVS-JULY 2014	070519	7,725.90
01-I00250	INTN'L FIRE CHIEF ASSOC					
		I-14-00417	01 -5431330	DUES & SUBSCR MEMBERSHIP FEE	070520	239.00
01-I00262	INVESTIGATIVE CONCEPTS,					
		I-1212121344	01 -5653348	DRUG TESTING/ MISC BACKGROUND CHECKS	070521	31.90
01-J00121	JAMESCO ENTERPRISES					
		I-8863	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	070522	180.01
01-K00135	KENNETH RAY BARNES					
		I-201408196537	01 -5544308	CONTRACT LABO UMPIRE FEES-10 GAMES	070524	250.00
01-L00067	COMPLIANCE RESOURCE GRO					
		I-041131	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	070527	50.00
		I-041132	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	070527	52.00
		I-041183	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	070527	100.00
01-L00078	LAMBERT MECHANICAL INC					
		I-143181	01 -5548316	REPAIRS & MAI A/C REPAIRS @ LIBRARY	070528	284.41
01-L00380	LOCKE SUPPLY CO.					
		I-23594538-00	01 -5542203	REPAIRS & MAI IRRIGATION REPAIR ITEMS	070530	8.22
		I-23698125-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070530	3.99
		I-23707235-00	01 -5542203	REPAIRS & MAI IRRIGATION REPAIR ITEMS	070530	153.88
		I-23721329-00	01 -5542203	REPAIRS & MAI IRRIGATION REPAIR ITEMS	070530	133.94
		I-23731000-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070530	55.80
		I-23773713-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070530	144.65
01-L00428	LOWE'S CREDIT SERVICES					
		I-02237	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070531	48.48
		I-02655	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070531	63.89
		I-04704	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	070531	24.66
		I-05513	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	070531	49.88
		I-06186	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070531	49.32
		I-07285	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070531	14.23
		I-72758	01 -5544202	OPERATING SUP NEW FREEZER FOR SBC	070532	283.10
		I-906296	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	070532	91.08
		I-907797	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070532	19.60
		I-909069	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070532	21.78
		I-909070A	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070532	9.40

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VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00470	MILLER BROTHERS ENTERPR	I-13729-06	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	070534	150.00
01-MC0098	MCAFFEE & TAFT	I-433590	01 -5214302	CONSULTANTS LEGAL FEES	070537	2,272.50
01-MC0140	MCALESTER PAINT & SUPPL	I-00098461-1	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070538	89.99
		I-00098635	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070538	48.07
		I-00098715	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070538	706.42
01-MC0169	MCALESTER REGIONAL HOSP	I-CITY OF MC 7/31/14	01 -5653348	DRUG TESTING/ PHYSICAL CAPACITY TEST	070539	98.00
		I-CITYLAB 7/31/14	01 -5653348	DRUG TESTING/ MISC DRUG SCREENS	070540	154.00
01-MC0200	MCALESTER SCOTTISH RITE	I-700590	01 -5548311	PARKING RENTA PARKING LOT RENTAL-8/14	070541	375.00
01-N00155	NATIONAL SEMINARS GROUP	I-721940143-007	01 -5211331	EMPLOYEE TRAV MEMBERSHIP RENEWAL FEE	070542	498.00
		I-721940143-007	01 -5653331	EMPLOYEE TRAV MEMBERSHIP RENEWAL FEE	070542	249.00
01-N00250	MCALESTER NEWS CAPITAL	I-05615457	01 -5652317	ADVERTISING & PUBLICATION FEES	070543	30.05
		I-05615472	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070543	16.45
		I-05615473	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070543	16.45
		I-14330-2014	01 -5321202	OPERATING SUP YRLY SUBSCRIPTION FEE-PD	070543	119.58
		I-265	01 -5653317	ADVERTISING & MISC JOB ADVERTISEMENTS	070543	122.40
01-000075	O'REILLY AUTO PARTS	I-0230-219907	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR FIRE	070548	69.80
01-000082	OAKLEY	I-730793526	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070549	97.80
		I-730882170	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070549	95.09
01-000219	OKLA BUREAU OF NARCOTIC	I-201408056516	01 -2103	OBV PAYABLE (DRUG EDUCATION FEES-7/14	070440	40.00
01-000410	OKLA STATE UNIVERSITY	I-52212	01 -5431202	OPERATING SUP PROMOTIONS TESTING FEE	070553	2,250.00
01-000415	OKLA STATE UNIVERSITY	I-2612	01 -5542331	EMPLOYEE TRAV CONF FEE-VEGETATION MGMT	070554	900.00
01-000427	OKLA UNIFORM BUILDING C	I-JULY 2014	01 -5652336	FEES BLDG PERMIT FEES	070474	152.00
01-000530	OML-OK MUNICIPAL LEAGUE					

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VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000530	OML-OK MUNICIPAL LEAGUE	continued				
		I-053779	01 -5653330	DUES & SUBSCR SALARIES & BENEFITS BOOK	070555	55.60
01-000595	OSBI					
		I-201408056517	01 -2101	AFIS PAYABLE AFIS FEES	070441	2,708.49
		I-201408056517	01 -2102	FORENSICS PAY FORENSIC FEES	070441	2,620.79
01-000610	OTA PIKEPASS CENTER					
		I-20140500219	01 -5542202	OPERATING SUP PIKE PASS PREPAY FEE	070556	40.00
01-P00510	PRO-KIL, INC					
		I-80161	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	070559	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201408056518	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-301 W JEFFERSON	070442	112.78
		I-201408056518	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-STREET LIGHTS	070442	12,461.85
		I-201408056518	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-417 E CHADICK AVE	070442	36.85
		I-201408056518	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1099 E WYANDOTTE	070442	37.01
		I-201408056518	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-GENERAL	070442	12,874.43
		I-201408136528	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-RECYCLE CENTER	070475	55.93
		I-201408136528	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-333 E CARL ALBERT	070475	120.76
		I-201408136528	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-302 E FILLMORE	070475	941.37
		I-201408136528	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-LIBRARY	070475	3,387.70
01-R00479	ROGER MELTON					
		I-430126	01 -5652318	ABATEMENTS CONTRACT MOWING	070562	580.00
01-R00492	RONALD W BARNES					
		I-201408196538	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	070563	150.00
01-S00009	SADLER PAPER CO					
		I-38990	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	070564	490.86
01-S00190	SECURITY SYS. & ENG. IN					
		I-29582	01 -5321308	CONTRACTED SE QTLY ALARM MONITORING	070566	45.00
		I-29583	01 -5320308	CONTRACTED SE QTLY ALARM MONITORING	070566	45.00
		I-29584	01 -5321325	FIRING RANGE QTLY ALARM MONITORING	070566	45.00
01-S00726	STAPLES ADVANTAGE					
		I-07063	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	070571	68.24
		I-11610	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	070571	93.98
		I-11805	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	070571	50.00
		I-30326	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	070571	51.98
		I-31795	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	070571	29.95
		I-3238672856	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070571	236.51
		I-3238672857	01 -5215202	OPERATING SUP INK FOR STOCK	070571	329.95
		I-33550	01 -5542202	OPERATING SUP NEW CHAIR FOR STIPE CTR	070571	159.06
		I-34484	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	070571	94.98

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VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00956	SWANK MOTION PICTURES,					
	I-RG 1956094	01 -5215202	OPERATING SUP MOVIE RENTAL FEES		070572	289.00
	I-RG1959414	01 -5215202	OPERATING SUP MOVIE RENTAL FEES		070572	289.00
01-T00010	T. H. ROGERS LUMBER CO.					
	I-491180	01 -5865218	STREET REPAIR FORMING MATERIALS		070573	9.15
	I-491519	01 -5865218	STREET REPAIR FORMING MATERIALS		070573	55.59
	I-491599	01 -5865218	STREET REPAIR FORMING MATERIALS		070573	42.01
01-T00058	BIZTEL COMMUNICATIONS					
	I-5826	01 -5210480	CONTINGENCY PHONE/NETWORK INSTALL FEE		070574	1,579.47
01-T00320	THYSSENKRUPP ELEVATOR C					
	I-3001245341	01 -5548318	ELEVATOR MAIN ELEVATOR MAINTENANCE FEE		070576	510.00
	I-3001245419	01 -5548318	ELEVATOR MAIN ELEVATOR MAINTENANCE FEE		070576	510.00
	I-3001247102	01 -5548318	ELEVATOR MAIN ELEVATOR MAINTENANCE FEE		070576	510.00
01-T00429	THOMAS J DAVIS					
	I-201408196540	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES		070578	75.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
	I-9949997	01 -5653308	CONTRACTED SE PLAN ADMINISTRATION FEE		070579	1,200.00
01-T00572	TRIAD TRANSPORT INC					
	I-1140244-42	01 -5865218	STREET REPAIR LINER FOR ROLL OFF BOX		070580	135.00
01-T00610	TULSA FREELANCE REPORTE					
	I-1403010-54092-6	01 -5215302	CONSULTANTS CONSULTANT FEE-IAFF		070583	258.68
01-U00020	UNITED STATES CELLULAR					
	I-0046579041	01 -5544202	OPERATING SUP SBC MONTHLY INTERNET CHG-8/14		070445	51.75
	I-0046618499	01 -5215315	TELEPHONE UTI CELL EXP-GENERAL		070445	1,745.09
	I-0046618499A	01 -5215315	TELEPHONE UTI CELL PHONES & ACCESSORIES		070445	3,489.50
01-U00128	UNITED PACKAGING & SHIP					
	I-145330/145329	01 -5215202	OPERATING SUP SHIPPING FEES		070584	44.08
01-W00040	WALMART COMMUNITY BRC					
	C-02290 CR	01 -5653213	SAFETY EXPENS SUPPLIES FOR SAFETY MTG		070585	5.37-
	I-0007974	01 -5653213	SAFETY EXPENS BLUETOOTH SPEAKER PHONES		070585	2,156.40
	I-002661	01 -5653213	SAFETY EXPENS BLUETOOTH SPEAKER PHONES		070585	79.88
	I-07868	01 -5320202	OPERATING EXP MISC SUPPLIES FOR CID		070585	13.00
	I-08376	01 -5653213	SAFETY EXPENS SUPPLIES FOR SAFETY MTG		070585	168.49
	I-08401	01 -5653213	SAFETY EXPENS SUPPLIES FOR SAFETY MTG		070585	2.97
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1786915.001	01 -5542203	REPAIRS & MAI LIGHTS FOR PARKS		070588	277.23
	I-S1787069.001	01 -5542203	REPAIRS & MAI LIGHTS FOR PARKS		070588	176.22

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VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00381	WILLIAM D ROBERTSON					
		I-201408196541	01 -5544308	CONTRACT LABO UMPIRE FEES-7 GAMES	070589	175.00
				FUND 01 GENERAL FUND	TOTAL:	124,237.65

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS, INC	I-9920154073	02 -5973203	REPAIRS & MAI MONTHLY BOTTLE RENTAL FEE	070480	102.50
01-A00362	ALLEGIANCE COMMUNICATIO	I-201408056507	02 -5973328	INTERNET SERV INTERNET SVS-WWTP	070433	68.65
		I-201408136527	02 -5975328	INTERNET SERV INTERNET SVS-HEREFORD LN	070472	62.95
01-A00423	ALLIED WASTE SERVICES O	I-375-000347250	02 -5866306	CONTRACTED RE WASTE SVS FEE-JULY 2014	070434	155,846.92
		I-375-000347250	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	070434	292.77-
01-A00751	ATWOODS	I-2182/9	02 -5973203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070484	403.55
		I-2188/9	02 -5973203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070484	79.95
01-B00180	UNION IRON WORKS, INC.	I-S1808190.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	070489	40.51
		I-S1808942.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	070489	55.23
		I-S1809233.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	070489	8.33
		I-S1809504.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	070489	204.12
		I-S1809511.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	070489	173.49
		I-S1809771.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	070489	272.05
01-C00271	CBSA	I-201408146533	02 -2512	CBSA COLLECTI UB&C COLLECTION FEES-JULY 2014	070492	134.10
01-C00320	CENTERPOINT ENERGY ARKL	I-201408136529	02 -5267314	GAS UTILITY GAS EXP-301 E POLK AVE	070473	75.74
01-D00158	DAVID T HARDGRAVE	I-4-1407	02 -5973302	CONSULTANTS (MONTHLY PRE-TREATMENT FEE	070494	1,178.39
01-D00322	DEPT. OF ENVIR. QUALITY	I-OE4528144	02 -5973329	DEQ FEES EXAM APPLICATION FEE	070496	62.00
01-D00540	DOLESE BROTHERS	I-AG14084373	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	688.11
		I-AG14084990	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	346.02
		I-AG14085450	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	342.15
		I-AG14087046	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	356.61
		I-AG14087719	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	167.39
		I-AG14088357	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	168.27
		I-AG14088998	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	070499	859.73
		I-RM14050790	02 -5975218	STREET REPAIR CONCRETE FOR ST. REPAIRS	070499	314.00
		I-RM14051775	02 -5975218	STREET REPAIR CONCRETE FOR ST. REPAIRS	070499	402.00
01-E00238	ENVIRONMENTAL RESOURCE	I-23915	02 -5973304	LAB TESTING LAB TESTING FEE-WWTP	070500	5,100.00

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201408146534	02 -5216212	FUEL EXPENSE	FUEL EXP-UB&C	070502	658.62
	I-201408146534	02 -5864212	FUEL EXPENSE	FUEL EXP-LANFILL	070502	83.78
	I-201408146534	02 -5866212	FUEL EXPENSE	FUEL EXP-SANITATION	070502	976.05
	I-201408146534	02 -5871212	FUEL EXPENSE	FUEL EXP-ENGINEERING	070502	94.07
	I-201408146534	02 -5973212	FUEL EXPENSE	FUEL EXP-WWTP	070502	920.53
	I-201408146534	02 -5975212	FUEL EXPENSE	FUEL EXP-UTM	070502	2,904.51
	I-201408146535	02 -5216212	FUEL EXPENSE	FUEL EXP-UB&C	070503	42.89
01-F00037	FASTENAL					
	I-OKMCA126192	02 -5975218	STREET REPAIR	MISC SUPPLIES FOR UTM	070504	12.57
	I-OKMCA126315	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	16.32
	I-OKMCA126353	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	53.42
	I-OKMCA126431	02 -5975218	STREET REPAIR	MISC SUPPLIES FOR UTM	070504	219.08
	I-OKMCA126432	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	132.73
	I-OKMCA126643	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	70.97
	I-OKMCA126866	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	58.70
	I-OKMCA126949	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	19.97
	I-OKMCA126976	02 -5975218	STREET REPAIR	MISC SUPPLIES FOR UTM	070504	2.18
	I-OKMCA126990	02 -5975218	STREET REPAIR	MISC SUPPLIES FOR UTM	070504	165.81
	I-OKMCA126991	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	49.90
	I-OKMCA127013	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	070504	47.43
	I-OKMCA127034	02 -5975218	STREET REPAIR	MISC SUPPLIES FOR UTM	070504	55.06
01-F00251	FORT COBB FUEL AUTHORIT					
	I-201408056513	02 -5267314	GAS UTILITY	GAS EXP-HEREFORD LANE	070439	8.25
01-H00016	HD SUPPLY WATERWORKS, L					
	I-C727599	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	070513	8,468.90
	I-C74211	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	070513	4,165.00
01-K00274	KONE CRANES					
	I-TU100926924	02 -5973316	REPAIRS & MAI	CRANE INSPECTION FEE	070526	495.00
01-L00428	LOWE'S CREDIT SERVICES					
	I-06371	02 -5975209	UTILITY MAINT	MISC MAINT & REPAIR PARTS	070531	1,320.41
01-L00429	LOVE BOTTLING CO.					
	I-8237084	02 -5973203	REPAIRS & MAI	DISTILLED WATER-WWM	070533	67.50
01-M00532	MISTY VALLEY WATER CO.					
	I-87937	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CENTER	070535	14.67
	I-88763	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CENTER	070535	28.84
	I-89281	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CENTER	070535	21.76
	I-89290	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CENTER	070535	43.01
	I-89719	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CENTER	070535	21.76
	I-89823	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CTR	070535	14.67
	I-90266	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CENTER	070535	14.67
	I-90357	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CENTER	070535	14.67

PACKET: 11926 CLAIMS FOR 08/26/2014
VENDOR SET: 01
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0008	MCCABE CRANE & SIGN						
	I-1077	02	-5973316	REPAIRS & MAI	CRANE SVS-E WWM DIGESTER	070536	250.00
01-000075	O'REILLY AUTO PARTS						
	I-0230-218179	02	-5973203	REPAIRS & MAI	MISC REPAIR ITEMS	070547	34.01
	I-0230-218797	02	-5973203	REPAIRS & MAI	MISC REPAIR ITEMS	070547	196.80
	I-0230-221777	02	-5973203	REPAIRS & MAI	MISC REPAIR ITEMS	070548	95.31
01-P00040	PACE ANALYTICAL SERVICE						
	I-147512773	02	-5973304	LAB TESTING	MONTHLY TESTING FEES	070557	191.47
	I-147512774	02	-5973304	LAB TESTING	MONTHLY TESTING FEES	070557	137.00
01-P00560	PUBLIC SERVICE/AEP						
	I-201408056518	02	-5267313	ELECTRIC UTIL	ELECTRIC EXP-MPWA	070442	39,471.64
01-R00600	RURAL WATER DISTRICT #1						
	I-201408056520	02	-5267316	WATER UTILITY	WATER EXP-LANDFILL	070443	14.30
01-S00212	SERVICE & EQUIPMENT INT						
	I-2014-0803	02	-5973316	REPAIRS & MAI	REPAIRS TO GENERATOR	070567	1,249.05
01-S00216	SEVERN TRENT ENV SVS.,						
	I-201408196548	02	-5974302	CONSULTANTS	OPERATION SVS-WTP-AUG 2014	070568	113,008.00
	I-201408196548	02	-5974302	CONSULTANTS	CREDIT FOR ELECT UTIL	070568	14,305.25-
	I-201408196548	02	-5974302	CONSULTANTS	CREDIT FOR ELECT UTIL	070568	14,305.25-
01-S00234	SHARE CORPORATION						
	I-884175	02	-5973203	REPAIRS & MAI	WEED KILLER-LIFT STATIONS	070569	698.70
01-S00580	AT & T						
	I-201408136526	02	-5267315	TELEPHONE UTI	PHONE EXP-DATA LINE	070476	222.93
	I-201408136526	02	-5267315	TELEPHONE UTI	PHONE EXP-MPWA	070476	4,676.97
01-S00710	STANDARD MACHINE LLC						
	I-238652	02	-5973316	REPAIRS & MAI	EQUIP REPAIRS AT WWTP	070570	1,680.00
01-T00128	TETRA TECH, INC						
	I-50822926	02	-5974308	CONTRACTED SE	ENGINEERING STUDY FEE	070575	1,592.00
01-U00020	UNITED STATES CELLULAR						
	I-0046618499	02	-5267315	TELEPHONE UTI	CELL EXP-MPWA	070445	513.07
01-U00128	UNITED PACKAGING & SHIP						
	I-144898	02	-5973203	REPAIRS & MAI	SAMPLE SHIPPING FEES	070584	38.04
	I-144899	02	-5973203	REPAIRS & MAI	SAMPLE SHIPPING FEES	070584	38.81
				FUND	02 MPWA	TOTAL:	324,001.29

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VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00015	FLEETCOR TECHNOLOGIES					
		I-201408146534	03 -5876212	FUEL EXPENSE FUEL EXP-AIRPORT	070502	642.22
01-P00560	PUBLIC SERVICE/AEP					
		I-201408056518	03 -5876313	ELECTRIC UTIL ELECTRIC EXP-AIRPORT	070442	1,498.32
01-U00020	UNITED STATES CELLULAR					
		I-0046618499	03 -5876315	TELEPHONE UTI CELL EXP-AIRPORT	070445	27.28
			FUND 03	AIRPORT AUTHORITY	TOTAL:	2,167.82

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201408136528	05 -5218313	ELECTRIC UTIL ELECTRIC EXP-PARKING AUTH	070475	117.42
			FUND	05 PARKING AUTHORITY	TOTAL:	117.42

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201408196546	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	070481	180.00
		I-201408196547	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	070481	113.12
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201408146535	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	070503	910.15
01-G00288	GERALDINE E MALKOWSKI					
		I-201408196543	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	070511	165.00
		I-201408196544	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	070511	104.72
01-R00304	RICHELLE CHEYENNE					
		I-201408196542	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	070561	106.96
01-U00020	UNITED STATES CELLULAR					
		I-0046618499	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	070445	81.84
			FUND	08 NUTRITION	TOTAL:	1,661.79

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VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00342	THE CAREL CORPORATION					
	I-9363		09 -5864327	SUB TITLE D E GAS MONITORING PROBE@ LF	070577	780.00
			FUND	09 LANDFILL RES./SUB-TITLE DTOTAL:		780.00

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VENDOR SET: 01

FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-L00220	LBR, INC.					
		I-20140178	24 -5876401	CAPITAL OUTLA CONSULTANT FEE-AIRPORT	070529	91.85
			FUND	24 AIRPORT GRANT	TOTAL:	91.85

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VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201408146535	27 -5655212	FUEL EXPENSE FUEL EXP-TOURISM	070503	31.21
01-000137	OKLA TOURISM/RECREATION					
		I-11646	27 -5655214	TOURISM EXPEN MAILING FEE-TORISM BROCHU	070551	271.26
		I-OE-2015001	27 -5655214	TOURISM EXPEN BROCHURE/EXHIBIT EXP	070551	200.00
01-U00020	UNITED STATES CELLULAR					
		I-0046618499	27 -5655315	TELEPHONE UTI CELL EXP-TOURISM	070445	52.28
01-W00040	WALMART COMMUNITY BRC					
		I-05004	27 -5655202	OPERATING SUP SUPPLIES FOR TOURISM	070585	30.90
				FUND 27 TOURISM FUND	TOTAL:	585.65

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FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-C00320	CENTERPOINT ENERGY ARKL							
		I-201408136529	28	-5654314	GAS UTILITY	GAS EXP-EXPO	070473	92.32
01-F00015	FLEETCOR TECHNOLOGIES							
		I-201408146535	28	-5654212	FUEL EXPENSE	FUEL EXP-EXPO	070503	215.19
01-P00510	PRO-KIL, INC							
		I-80094	28	-5654316	REPAIRS & MAI	QTRLYPREST CONTROL @ EXPO	070559	365.00
01-Q00007	QFS, LLC							
		I-5381	28	-5654316	REPAIRS & MAI	FIRE SAFETY REPAIRS	070560	897.94
01-U00020	UNITED STATES CELLULAR							
		I-0046618499	28	-5654315	TELEPHONE UTI	CELL EXP-EXPO	070445	81.84
01-W00040	WALMART COMMUNITY BRC							
		I-05121	28	-5654210	CONCESSION SU	CONCESSION SUPPLIES	070585	10.94
		I-07522	28	-5654224	CATERING	CATERING SUPPLIES	070585	103.15
					FUND	28 SE EXPO CENTER	TOTAL:	1,766.38

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201408056508	29 -5324315	TELEPHONE UTI PHONE EXP-E911 HOST CIRCUIT	070435	781.25
		I-201408056508	29 -5324315	TELEPHONE UTI PHONE EXP-E911 HOST CIRCUIT CT	070435	198.00
01-C00856	CROSS TELEPHONE COMPANY					
		I-00010404	29 -5324315	TELEPHONE UTI PHONE EXP-911 COUNTY TRUNK LN	070438	473.02
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201408146535	29 -5324212	FUEL EXPENSE FUEL EXP-E-911	070503	194.73
01-000276	OKLA DEPT OF PUBLIC SAF					
		I-04-1500829	29 -5324308	CONTRACTED SE TELETYPE RENTAL FOR E-911	070552	350.00
01-S00580	AT & T					
		I-201408056509	29 -5324315	TELEPHONE UTI PHONE EXP-E 911	070444	2,228.30
		I-201408056509	29 -5324315	TELEPHONE UTI PHONE EXP-911 WIRELESS	070444	228.36
		I-201408136526	29 -5324401	CAPITAL OUTLA PHONE EXP-E-911 EQUIP LEASE	070476	2,403.33
01-U00020	UNITED STATES CELLULAR					
		I-0046618499	29 -5324315	TELEPHONE UTI CELL EXP-E-911	070445	27.28
				FUND 29 E-911	TOTAL:	6,884.27

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KIRK RIDENOUR	I-201408056514	30 -5652331	EMPLOYEE TRAV KIRK RIDENOUR: TRAVEL EXP	070429	540.00
	KIRK RIDENOUR	I-201408056515	30 -5652331	EMPLOYEE TRAV KIRK RIDENOUR: TRAVEL EXP	070430	314.20
	LEROY ALSUP	I-201408066521	30 -5652331	EMPLOYEE TRAV LEROY ALSUP: TRAVEL EXP	070432	350.00
01-S00726	STAPLES ADVANTAGE					
		I-34483	30 -5652202	OPERATING SUP SOFTWARE FOR PCD OFFICE	070571	445.20
01-T00597	TRUVUE LLC					
		I-827	30 -5652302	CONSULTANTS CONSULTANT FEE	070582	225.00
01-W00268	WHISTLE STOP BISTRO					
		I-14-00398	30 -5652350	BUSINESS DEVE CATERING EXP-ECON DEV MTG	070477	196.00
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		2,070.40

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00402	DIAMOND TROPHY & ENGRAV	I-W107002016	32 -5215207	FIRE DONATION RETIREMENT PLAQUES	070497	1,599.98
01-P00129	PATRICIA CARRANZA	I-14-00364	32 -5215214	EXPENSES-DOG INSTALL ROOF AT DOG PARK	070558	500.00
01-T00582	TROPHY SHOP ETC	I-1728	32 -5215214	EXPENSES-DOG SUPPLIES FOR DOG JOG	070581	407.50
01-W00193	WEDDLE SIGNS	I-66210	32 -5215214	EXPENSES-DOG SIGNS FOR DOG PARK	070586	29.48
		I-66247	32 -5215214	EXPENSES-DOG SIGNS FOR DOG PARK	070586	61.46
			FUND 32	GRANTS & CONTRIBUTIONS	TOTAL:	2,598.42

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VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-13-01-06	33 -5871515	2013 CDBG PRO 2013 CDBG WATER PROJ	070546	2,218.00
			FUND	33 CDBG GRANTS FUND	TOTAL:	2,218.00

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VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	BOLTE ENTERPRISES, INC					
	C-947535 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	10.44-
	I-946873	35	-5862317	EMERGENCY VEH PARTS FOR FIRE ENGINE #4	070485	2,306.75
	I-946962	35	-5862317	EMERGENCY VEH PARTS FOR FIRE ENGINE #4	070485	56.69
	I-947004	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	132.19
	I-947007	35	-5862317	EMERGENCY VEH PARTS FOR FIRE ENGINE #4	070485	166.20
	I-947094	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	314.88
	I-947143	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	17.58
	I-947144	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	15.00
	I-947252	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	37.00
	I-947258	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	15.00
	I-947261	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	91.50
	I-947435	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	93.96
	I-947480	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	20.36
	I-947495	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070485	126.94
	I-947527	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070486	46.75
	I-947542	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070486	309.69
	I-947607	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070486	45.76
01-B00150	BEALES GOODYEAR TIRES					
	I-1-GS7052	35	-5862203	REPAIRS & MAI NEW TIRES FOR PD-63	070488	591.16
	I-1-GS7262	35	-5862203	REPAIRS & MAI TIRES FOR UTM 8	070488	661.60
	I-1-GS7275	35	-5862317	EMERGENCY VEH TIRES FOR FIRE ENG #4	070488	1,042.76
01-C00148	CAR BONZ SALVAGE					
	I-259271	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	070491	80.00
01-D00448	DISCOUNT STEEL					
	I-2749	35	-5862203	REPAIRS & MAI CHOCK BLOCK HANGERS	070498	371.64
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201408146534	35	-5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	070502	72.38
	I-201408146535	35	-5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	070503	178.97
01-G00490	GRISSOM IMPLEMENT INC					
	I-429040	35	-5862203	REPAIRS & MAI SMALL REPAIR PARTS	070512	113.98
01-J00350	JO-CO EQUIPMENT					
	I-666	35	-5862203	REPAIRS & MAI PARTS FOR DURAPATCHER	070523	625.00
01-K00190	YELLOWHOUSE MACHINERY C					
	I-09 910630	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	070525	36.43
	I-09 910656	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	070525	28.00
01-N00270	NIX AUTO CENTER, INC.					
	I-136778	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS & PARTS	070544	90.02
01-N00271	FREEDOM FORD INC					
	I-156767	35	-5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070545	45.95

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00093	BANCFIRST-TRUST DEPT	I-12336	38 -5215520	AGENT FEES BOND AGENT FEES	070487	2,500.00
			FUND	38 DEDICATED SALES TAX-MPWA TOTAL:		2,500.00

PACKET: 11926 CLAIMS FOR 08/26/2014

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00147	GARROW CONSTRUCTION, LL					
	I-PAYMENT #2		41 -5974402	30 INCH PUMP 30" PUMP HEADER REPLACE	070509	107,324.69
01-L00428	LOWE'S CREDIT SERVICES					
	I-02570		41 -5210480	CONTINGENCY MATERIALS FOR PARKLETS	070531	66.48
	I-02854		41 -5210480	CONTINGENCY MATERIALS FOR PARKLETS	070531	439.78
	I-06065		41 -5210480	CONTINGENCY MATERIALS FOR PARKLETS	070531	63.60
	I-06507		41 -5210480	CONTINGENCY MATERIALS FOR PARKLETS	070531	246.40
	I-07908		41 -5210480	CONTINGENCY MATERIALS FOR PARKLETS	070531	303.39
	I-0902993		41 -5210480	CONTINGENCY MATERIALS FOR PARKLETS	070531	369.54
	I-14297		41 -5210480	CONTINGENCY UMBRELLAS FOR PARKLETS	070531	56.96
	I-14300		41 -5210480	CONTINGENCY UMBRELLAS FOR PARKLETS	070532	319.20
01-N00347	MEHLBURGER BRAWLEY, INC					
	I-MC-13-03-07		41 -5974402	30 INCH PUMP 30" PUMP HEADER REPLACE	070546	5,070.00
	I-MC-14-02-01		41 -5975408	SOUTH MAIN-WA CONSULTANT FEE-S.MAIN PJT	070546	34,881.55
01-S00060	SANDERS NURSERY					
	I-434869		41 -5210480	CONTINGENCY TREES FOR PARKLETS	070565	831.60
	I-434872		41 -5210480	CONTINGENCY TREES FOR PARKLETS	070565	19.75
	I-434873		41 -5210480	CONTINGENCY TREES FOR PARKLETS	070565	170.00
			FUND 41 CIP FUND	TOTAL:		150,162.94
				REPORT GRAND TOTAL:		632,415.60

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2013-2014	01 -5215302	CONSULTANTS	258.68	30,000	3,966.98		
	01 -5547203	REPAIRS & MAINT SUPPLIES	25.00	9,492	2,580.99		
	02 -5866230	RECYCLING CENTER EXPENSE	159.38	2,800	965.22		
	02 -5973304	LAB TESTING	5,100.00	25,100	8,062.27-	Y	
	02 -5974308	CONTRACTED SERVICES	1,592.00	85,000	7,180.35		
	09 -5864327	SUB TITLE D EXPENSE	780.00	80,000	31,731.47		
	33 -5871515	2013 CDBG PROJECT	2,218.00	145,598	348.50		
	41 -5974402	30 INCH PUMP HEADER REPLAC	112,394.69	309,400	145.00		
	41 -5975408	SOUTH MAIN-WATER MAIN PROJ	34,881.55	48,500	0.00		
** 2013-2014 YEAR TOTALS **			157,409.30				
2014-2015	01 -2100	CLEET PAYABLE (COURT)	4,920.24				
	01 -2101	AFIS PAYABLE - COURT	2,708.49				
	01 -2102	FORENSICS PAYABLE (COURT)	2,620.79				
	01 -2103	OBN PAYABLE (COURT)	40.00				
	01 -2105	COLLECTION AGENCY 25% (COU	7,164.50				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	381.70	6,100	4,358.45		
	01 -5210480	CONTINGENCY	1,579.47	25,000	22,840.53		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	498.00	4,200	3,380.49		
	01 -5212317	ADVERTISING & PRINTING	32.90	2,000	1,500.00		
	01 -5214302	CONSULTANTS	2,272.50	50,000	19,940.00		
	01 -5215202	OPERATING SUPPLIES	1,202.31	31,500	22,847.57		
	01 -5215308	CONTRACT LIABILITY	1,511.64	31,090	25,200.10		
	01 -5215313	ELECTRIC UTILITY	30,028.68	294,500	263,048.17		
	01 -5215314	GAS UTILITY	577.66	13,200	12,503.24		
	01 -5215315	TELEPHONE UTILITY	5,234.59	35,000	26,867.64		
	01 -5225212	FUEL EXPENSE	122.38	2,100	1,977.62		
	01 -5225401	COMPUTER TECHNOLOGY	389.13	15,000	14,168.98		
	01 -5320202	OPERATING EXPENSE	13.00	3,000	2,303.11		
	01 -5320308	CONTRACTED SERVICES	45.00	1,500	1,020.00		
	01 -5320328	INTERNET SERVICE	123.74	1,500	1,282.51		
	01 -5321202	OPERATING SUPPLIES	119.58	15,000	11,367.82		
	01 -5321207	CLOTHING ALLOWANCE	21.45	43,320	28,028.76		
	01 -5321212	FUEL EXPENSE	11,437.41	122,500	111,062.59		
	01 -5321308	CONTRACTED SERVICES	329.00	11,000	8,465.37		
	01 -5321325	FIRING RANGE	45.00	7,500	7,046.90		
	01 -5322212	FUEL EXPENSE	414.54	6,800	6,385.46		
	01 -5431202	OPERATING SUPPLIES	2,430.01	12,900	7,753.59		
	01 -5431203	REPAIRS & MAINT SUPPLIES	184.13	9,900	6,750.00		
	01 -5431207	CLOTHING ALLOWANCE	3,339.97	18,000	12,295.42		
	01 -5431212	FUEL EXPENSE	1,762.57	23,000	21,237.43		
	01 -5431328	INTERNET SERVICE	122.74	2,270	1,959.99		
	01 -5431330	DUES & SUBSCRIPTIONS	239.00	8,000	6,511.00		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	288.00	8,300	6,403.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5432202	OPERATING SUPPLIES	696.25	24,000	19,560.77				
01	-5432212	FUEL EXPENSE	1,491.42	20,000	18,508.58				
01	-5432308	CONTRACTED SERVICES	7,725.90	40,302	32,576.10				
01	-5542202	OPERATING SUPPLIES	199.06	1,200	700.94				
01	-5542203	REPAIRS & MAINT SUPPLIES	4,673.74	47,500	36,915.63				
01	-5542212	FUEL EXPENSE	3,099.18	35,000	29,029.82				
01	-5542308	CONTRACTED SERVICES	1,376.00	14,400	12,503.90				
01	-5542328	INTERNET SERVICE	147.33	1,800	1,503.76				
01	-5542331	EMPLOYEE TRAVEL & TRAININ	900.00	3,000	1,685.00				
01	-5543203	REPAIRS & MAINT SUPPLIES	1,288.80	10,000	6,286.56				
01	-5544202	OPERATING SUPPLIES	334.85	15,800	10,892.27				
01	-5544203	REPAIRS & MAINTENANCE SUPP	427.54	13,500	8,042.41				
01	-5544212	FUEL EXPENSE	485.87	3,300	2,814.13				
01	-5544308	CONTRACT LABOR	950.00	18,000	13,841.00				
01	-5547203	REPAIRS & MAINT SUPPLIES	817.17	11,000	8,402.83				
01	-5547212	FUEL EXPENSE	362.06	7,600	5,662.94				
01	-5547328	INTERNET SERVICE	59.95	720	660.05				
01	-5548203	REPAIRS & MAINTENANCE SUPP	872.00	42,000	33,658.47				
01	-5548212	FUEL EXPENSE	491.70	5,215	4,723.30				
01	-5548311	PARKING RENTAL	375.00	4,500	2,250.00				
01	-5548316	REPAIRS & MAINTENANCE	1,176.91	17,500	11,755.11				
01	-5548318	ELEVATOR MAINTENANCE AGREE	1,530.00	6,200	80.00				
01	-5548328	INTERNET SERVICE	75.96	912	760.08				
01	-5652212	FUEL EXPENSE	579.80	5,900	5,320.20				
01	-5652317	ADVERTISING & PRINTING	30.05	2,300	2,100.00				
01	-5652318	ABATEMENTS	2,146.00	15,000	11,934.00				
01	-5652336	FEES	152.00	1,800	1,050.00				
01	-5653212	FUEL EXPENSE	79.44	700	620.56				
01	-5653213	SAFETY EXPENSE	2,589.63	24,000	18,004.45				
01	-5653308	CONTRACTED SERVICES	1,200.00	5,000	2,600.00				
01	-5653317	ADVERTISING & PRINTING	122.40	4,000	3,700.00				
01	-5653330	DUES & SUBSCRIPTIONS	55.60	1,000	944.40				
01	-5653331	EMPLOYEE TRAVEL & TRAININ	401.10	2,500	2,098.90				
01	-5653348	DRUG TESTING/PHYSICALS	485.90	12,000	9,347.25				
01	-5865212	FUEL EXPENSE	3,063.47	45,000	41,936.53				
01	-5865218	STREET REPAIRS & MAINTENAN	1,131.93	261,000	170,702.89				
01	-5865328	INTERNET SERVICE	159.84	1,920	1,600.32				
02	-2512	CBSA COLLECTION FEES	134.10						
02	-5216212	FUEL EXPENSE	701.51	8,800	8,098.49				
02	-5267313	ELECTRIC UTILITY	39,471.64	220,785	181,124.04				
02	-5267314	GAS UTILITY	83.99	8,000	7,883.41				
02	-5267315	TELEPHONE UTILITY	5,412.97	59,827	47,604.20				
02	-5267316	WATER UTILITY	14.30	3,300	3,285.70				
02	-5864212	FUEL EXPENSE	83.78	1,000	916.22				
02	-5866212	FUEL EXPENSE	976.05	14,000	13,023.95				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
02	-5866230	RECYCLING CENTER EXPENSE	14.67	2,300	600.00				
02	-5866306	CONTRACTED REFUSE SERVICES	155,554.15	1,810,540	1,654,985.85				
02	-5871212	FUEL EXPENSE	94.07	3,200	3,105.93				
02	-5973203	REPAIRS & MAINT SUPPLIES	2,204.61	25,000	10,423.69				
02	-5973212	FUEL EXPENSE	920.53	15,200	13,623.47				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,178.39	22,000	14,000.00				
02	-5973304	LAB TESTING	328.47	32,100	28,086.59				
02	-5973316	REPAIRS & MAINTENANCE	3,674.05	22,000	13,575.95				
02	-5973328	INTERNET SERVICE	68.65	824	686.70				
02	-5973329	DEQ FEES	62.00	15,000	14,242.58				
02	-5974302	CONSULTANTS	84,397.50	1,356,096	1,158,690.50				
02	-5975202	OPERATING SUPPLIES	753.73	3,500	2,000.00				
02	-5975209	UTILITY MAINTENANCE SUPP.	1,320.41	32,500	22,933.39				
02	-5975212	FUEL EXPENSE	2,904.51	33,000	30,095.49				
02	-5975218	STREET REPAIRS & MAINTENAN	4,098.98	115,000	68,557.46				
02	-5975235	WATER MAIN REPAIR	12,633.90	80,000	62,278.00				
02	-5975328	INTERNET SERVICE	62.95	756	630.10				
03	-5876212	FUEL EXPENSE	642.22	3,701	3,058.78				
03	-5876313	ELECTRIC UTILITY	1,498.32	13,800	12,301.68				
03	-5876315	TELEPHONE UTILITY	27.28	350	295.38				
05	-5218313	ELECTRIC UTILITY	117.42	1,988	1,870.58				
08	-5549212	FUEL EXPENSE	910.15	11,000	10,089.85				
08	-5549308	CONTRACT SERVICES	669.80	15,500	13,491.60				
08	-5549315	TELEPHONE UTILITY	81.84	3,386	3,024.70				
24	-5876401	CAPITAL OUTLAY	91.85	0	0.00				
27	-5655202	OPERATING SUPPLIES	30.90	4,000	3,161.00				
27	-5655212	FUEL EXPENSE	31.21	1,100	1,068.79				
27	-5655214	TOURISM EXPENSE	471.26	48,000	43,650.00				
27	-5655315	TELEPHONE UTILITY	52.28	600	495.38				
28	-5654210	CONCESSION SUPPLIES	10.94	17,221	13,322.32				
28	-5654212	FUEL EXPENSE	215.19	2,300	1,952.33				
28	-5654224	CATERING	103.15	500	396.85				
28	-5654314	GAS UTILITY	92.32	16,000	15,806.81				
28	-5654315	TELEPHONE UTILITY	81.84	2,700	2,536.14				
28	-5654316	REPAIRS & MAINTENANCE	1,262.94	20,000	10,697.31				
29	-5324212	FUEL EXPENSE	194.73	1,000	805.27				
29	-5324308	CONTRACTED SERVICES	350.00	65,500	26,346.49				
29	-5324315	TELEPHONE UTILITY	3,936.21	59,499	52,047.97				
29	-5324401	CAPITAL OUTLAY	2,403.33	30,713	25,906.34				
30	-5652202	OPERATING SUPPLIES	445.20	4,000	3,554.80				
30	-5652302	CONSULTANTS	225.00	130,000	114,775.00				
30	-5652331	EMPLOYEE TRAVEL & TRAINING	1,204.20	17,500	11,496.43				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	196.00	24,600	21,789.00				
32	-5215207	FIRE DONATION EXPENSE	1,599.98	24,600	23,000.02				
32	-5215214	EXPENSES-DOG PARK	998.44	0	1,512.92-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	35 -5862203	REPAIRS & MAINTENANCE SUPP	5,784.64	240,000	183,793.96				
	35 -5862212	FUEL EXPENSE	251.35	5,000	4,748.65				
	35 -5862315	TELEPHONE UTILITY	60.85	732	671.15				
	35 -5862317	EMERGENCY VEHICLES	4,474.88	100,000	66,668.25				
	38 -5215520	AGENT FEES	2,500.00	15,000	6,000.00				
	41 -5210480	CONTINGENCY	2,886.70	75,000	65,813.87				
	** 2014-2015 YEAR TOTALS **		475,006.30						

NO ERRORS

** END OF REPORT **

8/19/2014 11:16 AM

A / P CHECK REGISTER

PAGE: 15

PACKET: 11926 CLAIMS FOR 08/26/2014
VENDOR SET: 01
BANK : FNB FIRST NATIONAL BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	8/2014	124,237.65CR
02	8/2014	324,001.29CR
03	8/2014	2,167.82CR
05	8/2014	117.42CR
08	8/2014	1,661.79CR
09	8/2014	780.00CR
24	8/2014	91.85CR
27	8/2014	585.65CR
28	8/2014	1,766.38CR
29	8/2014	6,884.27CR
30	8/2014	2,070.40CR
32	8/2014	2,598.42CR
33	8/2014	2,218.00CR
35	8/2014	10,571.72CR
38	8/2014	2,500.00CR
41	8/2014	150,162.94CR
ALL		632,415.60CR

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, CASTING A VOTE FOR ONE TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERM OF TRUSTEE AT-LARGE.

WHEREAS, the City of McAlester, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for Trustee at-large position; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2014 and August 30, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council Board, of the participating City of McAlester, that its vote for the Trustee shall be cast for the following nominee:

1. Ted Graham.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 26th day of August 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

**2014 ELECTION OF TRUSTEE – TRUSTEE-AT-LARGE
OKLAHOMA MUNICIPAL RETIREMENT FUND (“OkMRF”)**

The governing body of each employer is entitled to cast by resolution one vote for the office of OkMRF Trustee-at-Large. The resolution must be returned no later than August 30, 2014. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned, will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 on or before August 30, 2014.**

CAST ONE VOTE FOR ONE (1) OF THE TWELVE (12) FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

GRAYSON BOTTOM

- Mr. Bottom holds a Bachelor's degree in Business Administration and a Master's degree in Education from Southwestern State College.
- Presently he is the City Manager of Yukon.
- Mr. Bottom has been a teacher, coach, banker and an Economic Development Director.
- He started his career in City Management in 2003.
- He has held many post graduate certifications including Economic Development Finance Professional by the National Development Council, Master Consultant for Business Retention and Expansion International, Certified Lender for the Export Import Bank of the United States, Certified Community Developer by the Community Development Society and a graduate of Leadership Canadian County.
- He has been an instructor for the University of Oklahoma Economic Development Institute leading courses in Rural Development Issues and Finance as well as Community Development Institute at the University of Central Arkansas
- Mr. Bottom is currently a board member of the City Managers Association of Oklahoma.
- He is a member of the International City Managers Association.
- Mr. Bottom serves as a board member of the Yukon Chamber of Commerce.
- He is a member of the Governing Board of Integris Canadian Valley Hospital.
- He is a member of the Oklahoma Municipal League Legislative Committee.
- He has been recognized as 2012 Citizen of the Year by the Oklahoma Library Association.
- He was named 2013 Public Official of the Year by the Oklahoma Emergency Management Association of Oklahoma.

KEN CAMPBELL

- Mr. Campbell holds a Bachelor's degree with a major in Accounting and a minor in Computer Science from Southeastern Oklahoma State University.
- Presently he is the Finance Director/City Clerk for the City of Ardmore.
- Prior to that he was the accounting technician, internal auditor and City Treasurer for the City of Ardmore.
- Mr. Campbell started his career in Ardmore City Government in 1993.
- He currently serves as an ex officio member on the Board of Trustees of two Authorities of the City: the Ardmore Tourism Authority and the Hardy Murphy Coliseum Authority.
- He received the GFOA Distinguished Budget Award for the City of Ardmore for the past fifteen consecutive years.
- He has been married to his wife, Mary, for twenty-nine (29) years and has three sons, two grandsons and one granddaughter.
- He is a member of Faith Southern Church.
- Mr. Campbell is a member of IIMC, GFOA and OMCTFOA.
- He believes the Oklahoma Municipal Retirement Fund is an excellent organization with an exceptional staff.
- He is committed to hard work and keeping the great reputation intact that OkMRF has achieved.
- Mr. Campbell serves as the plan administrator of Ardmore's retirement fund and would consider it an honor to serve as an OkMRF Board Trustee.

TED GRAHAM

- Mr. Graham attended New Mexico State University in Las Cruces, New Mexico and is a graduate of Oklahoma Agriculture Leadership Program Class 13.
- He is presently the City Manager of the City of Henryetta.
- Prior to that he was the Guymon City Manager, where he started his Oklahoma career in City Management in 2005. He brings solid leadership and actively promotes employee benefits that are necessary for employee retention and career development.
- Mr. Graham has worked on having the best and most affordable retirement plan and has stressed retirement planning and investment strategy to help employees achieve their retirement goals.
- He is married to Nadine, who is an educator and coach, which has made their lives active in all sports.
- Together, he and Nadine have four children and uniquely they are two sets of twins, 11 years apart. His children are active in rodeo, basketball, softball, swimming, 4-H and FFA.
- He is a native New Mexican that transplanted to Oklahoma with an agricultural background in the livestock marketing and cattle raising sector.
- He is active in the City Management Association of Oklahoma (CMAO), Oklahoma Municipal Utility Providers (OMUP) and Oklahoma Municipal League (OML). His passion is wastewater reuse which is an integral part of Oklahoma's long term water plan. He also assisted in the accreditation program in CMAO and developing membership.
- His goal is to continue to manage Oklahoma's best assets – the people who work in municipal government statewide by providing them a quality retirement program.
- Mr. Graham believes that OkMRF has set a standard that needs to continue today and into the future.
- He is grateful for the opportunity and would appreciate your support. If selected, he looks forward to serving as an OkMRF Trustee.

JAY L. HEINRICHS

- Mr. Heinrichs holds a Bachelor's degree in Accounting with a minor in Economics from Southwestern State University.
- Presently he is the Finance Services Manager for the City of Broken Arrow where he has worked for twenty-six (26) years.
- Prior to that he was the Deputy City Clerk for two (2) years for the City of Sand Springs.
- He started his career in City Government in 1986.
- Mr. Heinrichs has previously served on the OkMRF Board of Trustees for seventeen (17) years.
- As an OkMRF Board member he was the Chair of the Administrative Committee.
- He was appointed by his community to serve on the City of Sand Springs Personnel Board from 1989 to 2007, serving as Chairman the last four (4) years.
- Mr. Heinrichs served as President of the Government Finance Officers Association and the Oklahoma Municipal Clerks, Treasurers, and Finance Officials Association.
- He has served on the Vo-Tech Advisory Board.
- Mr. Heinrichs is married and has 3 children, 3 grandchildren and enjoys playing pickle ball, tennis, fishing, golf and hiking in the Ozarks.
- He serves as his church treasurer and was elected by the District Church to serve on the Finance Committee for the North East Oklahoma District Church, which includes forty-three (43) churches.

JOHN "GUY" HENSON

- Mr. Henson holds a Bachelor's degree in Political Science with Urban Emphasis from Wittenberg University in Springfield, Ohio.
- Graduating in 1979, he obtained his Master's degree in Urban and Regional Planning from the University of Florida.
- Presently he is the City Manager for the City of Midwest City and oversees a budget of \$100,000,000.
- Prior to that he was a Zoning and Subdivision Administrator, Assistant City Planner, Grants Manager, Development Services Director and Assistant City Manager.
- He started his career in City Government with Midwest City in 1979 where he has worked for thirty-five (35) years.
- Mr. Henson serves as General Manager of three (3) public trusts, the most significant of which is the Midwest City Memorial Hospital Authority with a portfolio of \$70,000,000.
- Midwest City offers a Defined Contribution plan with the Employer contributing 13.5% and a 457 Deferred Compensation plan to their employees.
- Mr. Henson serves on the Deferred Compensation Plan Advisory Committee which provides fiduciary oversight.
- He is married to Teresa who is the Associate Vice President for Administrative Offices and Controller to O.U. Health Sciences Center.
- Together, he and Teresa have 2 sons, Drew and Will. Drew graduated from Southwestern Oklahoma State University and Will graduated from the University of Oklahoma.

BRIAN HOLLAND

- Mr. Holland holds a Bachelor's degree in Accounting from Oklahoma City University.
- He passed the CPA exam the same year he graduated from College earning the highest score and Gold Medal in the state of Oklahoma.
- Presently he is the Director of Finance and Administration for the Oklahoma Municipal Assurance Group ("OMAG") in Edmond.
- OMAG provides liability, property, and workers compensation coverages to over 500 Oklahoma cities and towns.
- Mr. Holland's role at OMAG includes oversight and responsibility of OMAG's cash flow and investments including management of external consultants.
- Prior to that he retired from Oklahoma City University where he was the Chief Financial Officer for twelve (12) years.
- Mr. Holland oversaw the university's endowment investments, facilities, budgeting, accounting and business services functions.

ROBERT JOHNSTON

- Mr. Johnston, immediately following high school, spent four (4) years in the U.S. Marine Corps and subsequently completed his Bachelor's degree in Business Management with a minor in Philosophy from Cameron University.
- He is presently the City Manager for the City of Frederick.
- Prior to that he was an Administrative Assistant/Public Works Director of Clinton and the Tonkawa City Manager.
- He started his career in City Government in 1981.
- He has been an OkMRF plan participant for thirty-three (33) years.
- Mr. Johnston is very active in many local government organizations.
- He served as Board Member and President of CMAO, MESO and OML.
- He was Regional Vice-President of the International City/County Management Association (ICMA).
- He currently serves as Board Member and Secretary of the OMPA Board.
- He has completed coursework for a Master's of Public Administration at the University of Oklahoma and is a Credentialed Manager by the ICMA.
- Mr. Johnston was honored as the recipient of MESO's Ray Duffy Award.
- He also was honored as the recipient of OML's Don Rider Award.
- In 2013, Mr. Johnston was inducted to the Oklahoma Hall of Fame for City and Town Officials.

JOHN NOBLITT

- Mr. Noblitt holds a Bachelor's degree in Business Administration from Letourneau University.
- He is a Certified Public Manager through William P. Hobby Center for Public Service at Texas State University.
- Presently he is the City Manager of Lindsay.
- Mr. Noblitt has over twenty (20) years of experience in leading, managing and participating in comprehensive planning and policy programs in both public and private sectors.
- He is a Certified Floodplain Manager.
- He is a Six Sigma Black Belt.

MIKE NUNNELEY

- Mr. Nunneley is a 1977 graduate of the Oklahoma State University and holds a Bachelor's degree in Education.
- He is presently the Town Administrator for City of Mannford.
- Prior to that he was the Town Administrator for five years for the Town of Granite.
- He started his career in City Government in 1997 as a Trustee and then Mayor of the Town of Granite.
- Mr. Nunneley is very active in many local government organizations.
- He serves as District 4 Board representative of the City Management Association of Oklahoma (CMAO).
- He currently serves as an Executive Board Member of the Indian Nation Council of Government (INCOG).
- Prior to municipal government, he taught science, coached girls' basketball and worked as a bank Vice-President.
- Mr. Nunneley states that his most rewarding phase of his municipal profession to-date has been the opportunity to help fifty-three (53) Oklahoma Cities and Towns. Over the past decade, through CMAO, he and other City Managers have aided City Councils. He has presented two CMAO programs: *How to Hire a City Manager* and *Changing the Form of City Government*.

MARY RUPP

- Ms. Rupp holds a Bachelor's degree in Education (Business) from Kansas State University.
- Presently she is the City Manager of Perry.
- Prior to that she was the Deputy City Manager and/or Assistant City Manager for twenty-three (23) years and the secretary to the City Manager for eleven (11) years for the City of Stillwater.
- She started her career in City Government in 1976.
- Ms. Rupp serves on the Oklahoma Municipal Power Authority Board of Directors.
- She is an active full member of International City and County Management Association (ICMA).
- She chaired ICMA Committee on Changing Role of Assistants, 1997-1999.
- Ms. Rupp co-authored an ICMA Public Management (PM) magazine article entitled "Survey Says Role of Assistants has Definitely Changed".
- She is an active full member of City Management Association of Oklahoma (CMAO); served in all officer positions including president and on numerous CMAO committees.
- She is a recipient of the Oklahoma Municipal League Don Rider Award for individuals who have made significant contributions to their community as well as to their profession through personal growth and involvement.
- Ms. Rupp has won Leader of the Year from Leadership Stillwater Alumni Association.
- She was named Friend of Downtown from Downtown Stillwater Main Street.
- She is a member of Perry Lions Club and Perry Chamber of Commerce.

GAYLORD Z. THOMAS

- Mr. Thomas holds a Master's degree in Business from Webster University in St. Louis, Missouri.
- He is a graduate from the United States Air Force Academy.
- He is presently the Executive Director for the Oklahoma State Board of Examiners for long term care administrators having experience with large, medium and small, non-profit and for-profit nursing facilities.
- Mr. Thomas is a Council member for the City of Guthrie and has served for the past five (5) years.
- Prior to that he was Commander of USAF Honor Guard in Washington DC and the basic training squadron; instructor of the Combat Crew Training School and the Combat Flight course; Chief of Training for the Headquarters Air Mobility Command of the Inspector General's team; and planner at Joint Force Command (NATO) in Brunssum, Netherlands.
- Mr. Thomas received two (2) "outstanding" ratings in Operation Readiness Inspections and led planning efforts for NATO's International Security Assistance Force in Afghanistan.
- He is married to Linda and together they have 2 daughters, Jennifer and Linzi. Jennifer resides in Tulsa and Linzi is a cadet at the United States Air Force Academy in Colorado Springs, Colorado.
- Mr. Thomas is a retired Lieutenant Colonel of the United States Air Force.

MARK WHINNERY

- Mr. Whinnery holds a Bachelor's degree in Communications.
- He has his Master's degree in Human Resources.
- Presently he is the City Manager for City of Drumright.
- Prior to that he served twenty-five (25) years in the Air Force.
- Mr. Whinnery is a retired Colonel.
- His last military assignment was as the Mission Support Group Commander at Scott Air Force Base in Illinois.
- Before serving in the Air Force, Mr. Whinnery worked for the New York State and Local Retirement System.

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 11, 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 Communications Group	874081029
CREDITOR	TRUST NO.

<u>PO Box 268881 Oklahoma City, OK 73126</u>
MAILING ADDRESS

<u>Publication Fees</u>	<u>Invoice: 0002630900140803</u>
ITEM	ITEM NO.

<u>August 3, 2014</u>	<u>CIP #2</u>	<u>\$107.45</u>
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 11, 2014

Date Approved: _____

Date Paid: _____

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 11, 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.

McAlester News Capital & Democrat	874081029
CREDITOR	TRUST NO.

<u>P.O. Box 987 McAlester, OK 74502</u>
MAILING ADDRESS

Publication Fees	05615389
ITEM	ITEM NO.

<u>August 3, 2014</u>	<u>CIP #2</u>	<u>\$168.70</u>
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.

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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 11, 2014

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

Remit payment to:

McAlester News-Capital & Democrat
P.O. Box 987
McAlester, OK 74502

COURTESY CHARGE

ADVERTISING INVOICE

START DATE	RUN DAYS
07/27/14	3
STOP DATE	INSERTIONS
08/03/14	2
	WORDS
	576

City of McAlester, LL
PO Box 578
McALESTER, OK 74502

AMOUNT DUE:

168.70

PAYABLE UPON
PRESENTATION

PLEASE RETURN THIS STUB
WITH YOUR REMITTANCE

(Published in The McAlester News-Capital
on July 27th, & August 3rd, 2014.)

ADVERTISEMENT FOR BIDS

The City of McAlester (herein called the
"OWNER") desires to construct roadway,
drainage and utility improvements to the

Customer Number: 03100051

Ad Number: 05615329

Classification: 147

Ad Taker: W04

Sort Line: BIDS \$168.70

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 11, 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.

Tulsa World	874081029
CREDITOR	TRUST NO.

P.O. Box 26945 Richmond, VA 23261-6945
MAILING ADDRESS

Publication Fees	0000018062-0706
ITEM	ITEM NO.

August 3, 2014	CIP #2	\$689.58
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: August 11, 2014

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank


1 to Authority

1 to City

TULSA WORLD

Billing Inquiries:
918-581-8547
credit@tulsaworld.com
BH Media Group Holdings, Inc.
Fed ID# 45-5331244

10	11	12	13	15	16	17	19
START	STOP	AD NUMBER	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	AMOUNT
			Balance Forward				\$0.00
07/06	07/06	10000018062-0706	e- kimberly kelly//Published in the Tulsa World, July 6, 2014, Advertising		1 00 x 15 2500	15 25	\$689.58
PREVIOUS AMOUNT OWED:				\$0.00			
NEW CHARGES THIS PERIOD:				\$689.58			
CASH THIS PERIOD:				\$0.00			
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00			
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00			
<p>We appreciate your business.</p> <p>If you have any questions or concerns, please call 918-581-8545, or you may send an email to credit@tulsaworld.com</p>							



BY:

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

SAI™

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	Over 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$689.58		\$0.00	\$0.00	\$0.00	\$0.00		\$689.58
ADVERTISER INFORMATION								
24	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME	
	06/30/2014 - 08/03/2014		1002287		1002287		CITY OF MCALESTER	

MAKE CHECKS PAYABLE TO Tulsa World

Payment is due the 15th of the month. A finance charge of 1.5% per month (18% APR) will be charged on all balances not received by the end of the period. All bank-returned checks will result in a non-refundable \$30 fee assessed on your account.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE


TULSA WORLD
P.O. BOX 1770
TULSA, OK 74102-1770

A

1	BILLING PERIOD		2	ADVERTISER/CLIENT NAME			
06/30/2014 - 08/03/2014			CITY OF MCALESTER				
23	TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3	TERMS OF PAYMENT	
\$689.58			\$0.00		Due by 15th of the Month		
21	CURRENT NET AMOUNT		22	30 DAYS		60 DAYS	OVER 90 DAYS
\$689.58			\$0.00		\$0.00		\$0.00

ADVERTISING INVOICE and STATEMENT

4	PAGE #	5	BILLING DATE	8	BILLING ACCOUNT NAME AND ADDRESS	9	REMITTANCE ADDRESS
	1 of 1		08/03/2014		*00251		
6	BILLED ACCOUNT NUMBER				CITY OF MCALESTER		
	1002287				PO BOX 578		
					MCALESTER, OK 74502		
7	ADVERTISER/CLIENT NUMBER						
	1002287						



TULSA WORLD
P.O. BOX 26945
RICHMOND, VA 23261-6945

137000010 0001002287 0001002287 0000000000 0000000000000000 000068958 6

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 25, 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.

Bank of America Merrill Lynch, Global Custody and Agency Services, Att: Val Opperman	874081029
CREDITOR	TRUST NO.

135 South LaSalle Street Chicago, IL 60603	(Please send a wire transfer for the fund)
MAILING ADDRESS	

Construction Services	Invoice: Estimate 5	
ITEM	ITEM NO.	
August 19, 2014	CIP #1	\$79,638.63
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 25, 2014

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

BILLING

Austin Paving, LLC

PO Box 2707

Stillwater, OK 74076

Sold To:

City of McAlester

28 East Washington Avenue

McAlester, OK 74501

Billing Date: 8/19/2014

Due Date: 9/19/2014

Job Name: 17th Street

Contract #: 6004066

Description: Estimate No. 5

Terms Net 30

Progress Billing for Job: 17th Street

Original Contract:	\$584,042.05	Prior Billings:	\$334,392.75
Change Orders:	\$49,446.87	Prior Retention:	(\$37,154.75)
Approved Contract:	\$633,488.92		

Approved Contract Amount:	\$633,488.92
Current % Complete:	73.04%
Current Total Billing:	\$ 462,701.53
Less Prior Billings:	\$ 334,392.75
Gross Amount This Estimate:	\$ 128,308.78
Less Retainage (10%):	\$ (46,270.15)
Adjustments (LDs @ \$150/day):	\$ (2,400.00)
Amount Due This Request	\$ 79,638.63

Austin Paving, LLC

Pay Estimate Summary Report

Invoice # 5 - Estimate # 5

Invoice Date: 8/19/2014

Dates Submitted: 7/8/2014 to 8/13/2014

Contract # 6004066

17th Street from South Avenue to Comanche Avenue

Owner

City of McAlester

28 East Washington Avenue

McAlester, OK 74501

Austin Paving, LLC

PO Box 2707

Stillwater, OK 74076

Base Bid:

Item	Description	Contract Quantities	Unit	Unit Price	Previous Quantities	Current Quantities	Quantities to Date	Amount to Date
1	Clearing and Grubbing	1.00	Lsum	\$ 7,500.00	1.00	0.00	1.00	\$ 7,500.00
2	Unclassified Excavation	2,340.00	CY	\$ 7.70	2,340.00	0.00	2,340.00	\$ 18,018.00
3	Unclassified Borrow	225.00	CY	\$ 7.70	225.00	0.00	225.00	\$ 1,732.50
4	Type A Salvaged Topsoil	1.00	Lsum	\$ 6,800.00	0.50	0.00	0.50	\$ 3,400.00
5	Temporary Silt Fence	2,575.00	LF	\$ 2.88	1,530.00	0.00	1,530.00	\$ 4,406.40
6	Solid Slab Sodding	2,165.00	SY	\$ 2.17	0.00	0.00	-	\$ -
7	Aggregate Base Type 'A'	1,255.00	CY	\$ 36.10	1,050.00	108.33	1,158.33	\$ 41,815.71
8	Subgrade Method B	5,625.00	SY	\$ 2.76	5,625.00	0.00	5,625.00	\$ 15,525.00
9	Separator Fabric	6,510.00	SY	\$ 1.50	5,566.00	500.00	6,066.00	\$ 9,099.00
10	Traffic Bound Surface Course Type A	370.00	Ton	\$ 25.00	450.00	0.00	450.00	\$ 11,250.00
11	P.C. Concrete Pavement (Placement)	5,340.00	SY	\$ 18.70	1,740.81	1,160.91	2,901.72	\$ 54,262.16
12	P.C. Concrete for Pavement	1,190.00	CY	\$ 100.00	404.00	375.00	779.00	\$ 77,900.00
13	Slope Wall (4")	80.00	SY	\$ 50.00	0.00	0.00	-	\$ -
14	Concrete Curb (6" Barrier-Integral)	2,590.00	LF	\$ 3.00	0.00	0.00	-	\$ -
15	4" Concrete Sidewalk	436.00	SY	\$ 35.00	0.00	0.00	-	\$ -
16	6" Concrete Driveway	380.00	SY	\$ 40.00	0.00	12.50	12.50	\$ 500.00
17	Tactile Warning Device (New)	64.00	SF	\$ 45.00	0.00	0.00	-	\$ -
18	Manholes Adjust to Grade	5.00	Ea	\$ 285.00	0.00	0.00	-	\$ -
19	Removal of Structures & Obstructions	1.00	Lsum	\$ 6,800.00	1.00	0.00	1.00	\$ 6,800.00
20	Removal of Asphalt Pavement	5,365.00	SY	\$ 3.70	5,365.00	0.00	5,365.00	\$ 19,850.50
21	Sawing Pavement	1,755.00	LF	\$ 5.70	44.40	333.60	378.00	\$ 2,154.60
22	Remove & Reset Mailbox	11.00	Ea	\$ 100.00	0.00	0.00	-	\$ -
23	Temporary Pavement Remove and Repair	200.00	SY	\$ 58.00	200.00	0.00	200.00	\$ 11,600.00
24	10" PVC	1,270.00	LF	\$ 37.00	1,280.00	0.00	1,280.00	\$ 47,360.00
25	6" PVC	80.00	LF	\$ 35.00	80.00	0.00	80.00	\$ 2,800.00
26	10"x10"x6" M.J. Tee	3.00	Ea	\$ 300.00	5.00	0.00	5.00	\$ 1,500.00
27	M.J. Tee	1.00	Ea	\$ 300.00	1.00	0.00	1.00	\$ 300.00
28	10" 45 deg. M.J. Bend	8.00	Ea	\$ 400.00	6.00	0.00	6.00	\$ 2,400.00
29	6" Tapping Sleeve	2.00	Ea	\$ 1,700.00	2.00	0.00	2.00	\$ 3,400.00
30	10" Gate Valve w/ Box	4.00	Ea	\$ 2,000.00	4.00	0.00	4.00	\$ 8,000.00
31	6" Gate Valve w/ Box	3.00	Ea	\$ 850.00	5.00	0.00	5.00	\$ 4,250.00
32	4" Gate Valve w/ Box	1.00	Ea	\$ 490.00	1.00	0.00	1.00	\$ 490.00

Item	Description	Contract			Previous Quantities	Current Quantities	Quantities	
		Quantities	Unit	Unit Price			to Date	Amount to Date
33	10" Cap	6.00	Ea	\$ 150.00	3.00	0.00	3.00	\$ 450.00
34	4" Cap	1.00	Ea	\$ 75.00	1.00	0.00	1.00	\$ 75.00
35	6"x2" Reducer	1.00	Ea	\$ 175.00	1.00	0.00	1.00	\$ 175.00
36	Fire Hydrant Assembly	1.00	Ea	\$ 2,700.00	1.00	0.00	1.00	\$ 2,700.00
37	Service Line (Long)	4.00	Ea	\$ 700.00	6.00	0.00	6.00	\$ 4,200.00
38	Service Line (Short)	9.00	Ea	\$ 600.00	11.00	0.00	11.00	\$ 6,600.00
39	Connect Existing Hydrant	1.00	Ea	\$ 500.00	1.00	0.00	1.00	\$ 500.00
40	Leakage Test and Disinfection	1.00	LSum	\$ 6,300.00	1.00	0.00	1.00	\$ 6,300.00
40a	Temporary Pavement Remove and Repair	10.00	SY	\$ 80.00	10.00	0.00	10.00	\$ 800.00
40b	4" PVC Service Line	45.00	LF	\$ 1.00	358.00	0.00	358.00	\$ 358.00
41	Construction Traffic Control	1.00	LSum	\$ 4,500.00	0.00	0.00		\$ -
42	Remove and Reset Existing Signs	9.00	Ea	\$ 100.00	0.00	0.00		\$ -
43	SWPPP Documentation and Management	1.00	LSum	\$ 1,200.00	0.25	0.00	0.25	\$ 300.00
44	Mobilization	1.00	LSum	\$ 7,500.00	1.00	0.00	1.00	\$ 7,500.00
45	Construction Staking	1.00	LSum	\$ 4,200.00	0.50	0.00	0.50	\$ 2,100.00

Alternate No. 1:

Item	Description	Quantities	Unit	Unit Price	Quantities	Quantities	to Date	to Date
45	Pavement Patching (Concrete)	470.00	SY	\$ 78.00	0.00	319.01	319.01	\$ 24,882.78

Change Order No. 2:

Item	Description	Quantities	Unit	Unit Price	Quantities	Quantities	to Date	to Date
47	Sewer Main Adjustment at Seminole Ave	1.00	LSum	\$27,439.12	1.00	0.00	1.00	\$ 27,439.12

Change Order No. 3:

Item	Description	Quantities	Unit	Unit Price	Quantities	Quantities	to Date	to Date
48	Geogrid Reinforcement	1.00	LSum	\$22,007.75	1.00	0.00	1.00	\$ 22,007.75

Original Contract Amount \$ 584,042.05
Change Order Amount \$49,446.87
Total Contract \$ 633,488.92

Work Completed to Date \$ 462,701.53
Stored Material \$
Total Complete/Stored/Pending \$ 462,701.55
Less Retainage (10%) \$ (46,270.15)
Total (Less Retainage) \$ 416,431.97
Adjustments (LDs @ \$150/day) \$ (2,400.00)
Less Previously Requested \$ 334,392.75
Amount Due This Request \$ 79,639.22

Approved By: _____

Owner
Janet L. McDonald

Approved By: _____

Contractor
Mike Smith Jr.
Resident Engineer

Austin Paving does not agree with assessed liquidated damages and payment shall be adjusted prior to payment JLM

Assessed Liquidated damages above are in accordance with contract provisions. JMS

Carl Gullick BIO

Carl Gullick, a native of Greenville, SC was raised in Charlotte. He attended Wingate College, where he was Student Body President. He continued his education at UNC-Chapel Hill and was a Senior Class Marshall and Governor of the NC student Legislature.

His first job after graduation was as a senior aide in the U.S. Senate. In addition to other duties, he was in charge of the successful effort to save the New River. This represented the first time in history that Congress revoked a license issued by the Federal Power Commission.

He later went into a corporate career in Human Resources. He worked for Celanese and BASF, where he was an HR director. At American Thread, he was the Corporate Vice President of HR, and was in charge of multinational human resource operations. Later he formed Carolina Staff resources which he ran until he sold after eleven years. Since then he has been a consultant in the areas of governmental relations and economic development.

In 1992, he was elected to the York County Council and was then selected by the Council to be their Chairman. While Chairman, he conceived the Pennies for Progress program. He lobbied the legislature to change the law to make such a program possible. He has led the first campaign for public support. The program initially raised \$99.2 million. He also led the successful effort to obtain \$162 million for roads, to that was added another \$30 million.

He was the negotiator in efforts that resulted in over \$1 billion in new industrial investment in the county. Companies that came to York County as a result of these efforts included Black and Decker, U.S. Food Service, West Marine, and Tyco.

During Gullick's tenure the county's undesignated reserve fund was taken from a negative \$100,000 to a positive balance of over \$20 million. However, the county maintained the second lowest millage rate in the state and had its bond rating upgraded twice.

Also, the council adopted the York County Forever program that had preserved over 2,000 acres when Gullick retired from the council.

Gullick served a total of eight year on the board of directors of the Rock Hill Chamber of Commerce and The York County Regional Chamber of Commerce. In 2005 he served as the Chamber's Chairman.

In 2006, he was elected to the SC House of Representatives. During his second year in office he was one of only two legislators given the Champions of Public Education Award.

Gullick currently resides in McAlester, Oklahoma.



McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	1
Department:	Community & Economic Development	Account Code:	N/A
Prepared By:	Leroy Alsup, Director	Budgeted Amount:	N/A
Date Prepared:	August 19, 2014	Exhibits:	Seven

Subject

Consider and act upon a "Use Permitted After Review" at 1001 E. Wyandotte Avenue for Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities.

Recommendation

Consider and act upon a "Use Permitted After Review" at 1001 E. Wyandotte Avenue for Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities.

Discussion

Applicant UP #53 Use Permitted After Review

- Property Owners- HSB Properties, LLC
- Option Holder- Ryan P. Conley, D.O., Triad Eye Medical Clinic
- Option Holder Represented by William J. Doyle III, Attorney

Zoning District: R-1B Single-Family Residential/ Wyandotte Avenue Corridor Development

Location: 1001 E. Wyandotte Ave.

Legal Description:

The Easterly 50 feet of Lot 1 and All of Lots 5, 6, 7 and 8, in Block 420, City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma.


Triad Eye Medical Clinic will fall under the category of *medical/dental clinics/facilities* allowed in areas zoned *C-3 general commercial district*. In the immediate vicinity of the subject property is a beauty shop, a skin care center, a restaurant, a movie rental club, offices, and single family residences. This is a mixed use area, and Triad Eye Medical Clinic is requesting an appropriate use for the subject property.

At their August 19, 2014 Planning Commission Meeting, the Commission voted to recommend to the City Council that the Triad "Use Permitted After Review" Application be approved as presented.

The following documents are attached for your reference:

1. Planning Commission Meeting Staff Report
2. Triad "Use Permitted After Review" Application
3. Map of Requested Area
4. Property Survey
5. Notice to Property Owners within 300 feet
6. Proof of Publication of Notice
7. "Use Permitted After Review" Approval Form

--

Approved By		Initial	Date
Department Head	L. Alsup	LA	08/19/2014
City Manager	P. Stasiak		08/19/2014

City of McAlester

Community and Economic Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



PLANNING COMMISSION STAFF REPORT- UP Case #53 August 19, 2014

To: McAlester Planning & Zoning Commission
From: Leroy Alsup, Community & Economic Development Director *LA*
Date: August 14, 2014

Case: UP #53 Use Permitted After Review

Applicant:

- Property Owners- HSB Properties, LLC
- Option Holder- Ryan P. Conley, D.O., Triad Eye Medical Clinic
- Option Holder Represented by William J. Doyle III, Attorney

Zoning District: R-1B Single-Family Residential/ Wyandotte Avenue Corridor Development

Location: 1001 E. Wyandotte Ave.

Legal Description:

The Easterly 50 feet of Lot 1 and All of Lots 5, 6, 7 and 8, in Block 420, City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma.

GENERAL DESCRIPTION:

Applicant is requesting "Use Permitted After Review" for Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities.

NOTIFICATIONS:

Posting of Sign on Property	July 31, 2014
McAlester News Capital (Publication)	August 3, 2014

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	50 – July 31, 2014 (No responses)
Notification receipts received	43
Letters returned unclaimed	2
Notifications still out	5

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

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

Ginny Webb- Excc Asst/Planning Tech
(918) 423-9300 ext. 4984

Jayne Clifton- Code Enforcement
(918) 423-9300 ext. 4986

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

Charley Gilbertson- Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

ATTACHMENTS:

Application	Attached
Map of Requested Area	Attached
Property Survey	Attached
Notice to Property Owners within 300 feet	Attached
Proof of Publication of Notice	Attached
"Use Permitted After Review" Approval Form	Attached

STAFF ANALYSIS:

Triad Eye Medical Clinic plans to remodel the former Drug Warehouse to serve as an eye medical clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities.

The property is located in the Wyandotte Avenue Corridor Development.

O.S. § 62-212 Wyandotte Avenue Corridor Development

(a) *Creation.* There is hereby created the Wyandotte Avenue Corridor development ("WA").

(b) *Purpose.* The planning commission and city council find conditions and purpose within the Wyandotte Avenue Corridor that merit special consideration in order to protect the health, safety, and general welfare of the city. It shall be the purpose of these regulations to provide guidelines for the application of special regulations created to assure conformity with the objectives of good planning and zoning practices.

Further, by adoption of these regulations the city council makes specific findings that special regulations are necessary to secure safety from fire, panic, traffic and other dangers, and for the protection of the public from overcrowding of land, to avoid undue concentration of population, to promote a more homogeneous relationship and transition between land uses, to protect property values and to regulate the use of land in accordance with the comprehensive plan.

The provisions of the Wyandotte Avenue Corridor Development District are further intended to protect and stabilize adjacent areas, provide safe and efficient traffic flows, and promote the efficient use of urban land and previous public investments.

(c) *General provisions and description.* The WA district and its regulations may be applied to property located within one and one-half blocks either side of Wyandotte Avenue (north and south) between Sixth Street and Strong Boulevard. More particularly, this area as described in the following platted blocks of the original plat of the city:

Lots south of the East/West alley in blocks 399, 400, 401, 402 and 403.

All of blocks 420, 421, 422, 423, 424, 449, 450, 451, 452, 453.

The north half of blocks 470, 471, 472, 473 and 474.

The WA district and its regulations may be applied to the described properties even though, and at the same time, the property is under the regulations of the R-1B, single-family residential district, and C-3, general commercial district.

The WA district is intended to be an overlay zoning district and the regulations imposed by such district shall be in addition to the regulations of the underlying zoning district applicable to the subject property(ies) when developed in the underlying property zoning classifications.

(d) *Zoning districts allowed.* The following zoning district developments may be constructed without review:

R-1B and R-2 zoning districts

Zoning districts allowed on portions of the WA district having frontage on Wyandotte Avenue:

R-1B, R-2, C-1, C-2, C-3, and C-4

The authorization of the underlying zoning districts shall be upon approval by the planning commission and the city council in accordance with the procedures for authorizing uses permitted after review in section 62-128. The provisions of the underlying R-1B, R-2, C-1, C-2, C-3 and C-4 zoning districts may be modified by the further stipulations of the WA development district.

(e) *Access allowance.*

(1) *Land not having frontage on Wyandotte Avenue.* The residentially zoned lots and land not having frontage on Wyandotte Avenue shall have individual access to the public streets and alleys upon which they border as elsewhere provided in the zoning ordinance and any other applicable regulations of the city.

(2) *Land having frontage on Wyandotte Avenue.* In accordance with the purpose of the WA district, provisions are made for access to lots and land having frontage onto Wyandotte Avenue, as follows: All lots developed as C-1, C-2, C-3 or C-4 shall have access designed to eliminate cross lane movement in either direction.

(f) *Request for closure of streets.* The closure of north/south streets may contribute to order in the traffic movements on Wyandotte Avenue through the lessening of the number of points of turning movements. To accomplish these purposes of the WA district either the city may close north/south streets in the WA district either permanently or temporarily. Such street closings may be accomplished at the request of private parties, or the planning commission after they have made a study of the traffic land use and other merits. In any closing of such streets, which shall involve a vacation of right-of-way the city may reserve an easement for various public purposes.

(g) *Landscaping requirements.* The landscaping requirements as outlined in this land development code are intended to be a part of the development plan for any commercial district proposed and shall be a part of the site plan as submitted for uses permitted after review.

Triad Eye Medical Clinic will fall under the category of *medical/dental clinics/facilities* allowed in areas zoned *C-3 general commercial district*. In the immediate vicinity of the subject property is a beauty shop, a skin care center, a restaurant, a movie rental club, offices, and single family residences. This is a mixed use area, and Triad Eye Medical Clinic is requesting an appropriate use for the subject property.

STAFF RECOMMENDATION:

The City Community and Economic Development Staff recommend the approval of the applicant's request for "Use Permitted After Review" at 1001 E. Wyandotte Ave.

William J. Doyle III
bill@law-ok.com

DOYLE & SALISBURY
ATTORNEYS AT LAW
401 South Boston
Mid Continent Tower, Suite 1810
Tulsa, Oklahoma 74103
918-583-7766
Fax 918-584-4213

Harold J. Salisbury
hsalisbury@
bluestemintegrated.com

July 10, 2014

**Community & Economic
Development Department**

JUL 11 2014

Received

Leroy Alsup
Community and Economic Development Director
City of McAlester
28 East Washington Avenue
McAlester, OK 74501

In re: Application for "Use Permitted After Review"
HSB Properties, LLC, Seller
Ryan P. Conley, D.O., or nominee or assigns, Buyer
Triad Eye Medical Clinic
Former May's Drug property, 1001 E. Wyandotte,
McAlester, OK 74501

Mr. Alsup,

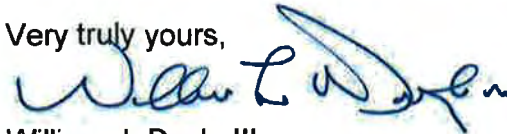
As you know, we represent Dr. Conley and the Triad Eye Medical Center with regard to their proposed purchase of the former May's Drug Warehouse building on Wyandotte Avenue in McAlester. I have enclosed an original and several copies of that Application for "Use Permitted After Review" executed by Dr. Conley.

Also enclosed is a copy of that list of owners within 300 feet of the subject property. Jami Hatridge of Pioneer Abstract Company will deliver to you the original of that list executed by her and duly acknowledged. Also enclosed is my check for the \$150 filing fee.

The collaborative work of engineer Robert Vaughn in McAlester, healthcare architect Brian Shearer in Denver, and the surveyor will provide the site plan together with the elevations. There will be minimal changes to the exterior of that existing building. The concept will be to add a separate surgical outpatient entry on the south side with the regular practice entry to be on or adjacent to the existing entry on the east side.

Thank you for your assistance. If any questions or issues to address, please let me know.

Very truly yours,



William J. Doyle III

WJD/hs
Enc.

**APPLICATION
FOR
"USE PERMITTED AFTER REVIEW"**

Applicant: Ryan P. Conley, D.O.,

Status of Applicant: () Owner (X) Option to Purchase () Agent of Owner

Legal Description: The Easterly 50 feet of Lot 1, and all of Lots 5, 6, 7 and 8, Block 420, in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

Address (if applicable): 1001 East Wyandotte Avenue
McAlester, Oklahoma 74501
(Former May's Drug)

The following information and attachments are REQUIRED for the review of your application. If they are missing or incomplete, your application **will not** be considered until the information is provided.

(In some cases additional information and/or agreements may be requested at the meeting)

(1) Proposed Use: The proposed use should be explained in enough detail for the Commission to understand anticipated traffic generation, noise, time of day, etc. If the proposed use is general, such as "office" and no specific tenant is present, you must explain the type of tenant anticipated.

(Note: Medical, dental or financial institutions are not office uses)

Outline Proposed Use: Eye Medical Clinic with surgical outpatient facilities for Triad Medical Clinic Staff and other doctors with a need for surgical outpatient facilities.

(2) The following are required submittals before the application will be considered. The process will not start before all submittals are provided.


a. A list of property owners within a 300' radius of the exterior boundary of the subject property.

b. Site Plan: Site plan must show complete lot – distance of the lot from all right-of-ways (streets & alley) – all proposed landscaping, including trees, shrubs, grass area, etc. – any and all proposed signs and complete parking layout. (Site plan shall be drawn to scale and so smaller than 11" x 17" and larger than 18" x 24")

c. Elevation: A complete front elevation of the proposed building, (even if an existing building) all elevations that are visible from a side street. The elevation must state type of materials to be used on exterior surface.

Signature of Applicant

Address


Ryan P. Conley, D.O.
(918) 252-2020

Triad Eye Medical Clinic
6140 S Memorial Drive
Tulsa, OK 74133

The required information shall be submitted to the Planning Department, City of McAlester, 28 E. Washington, McAlester, OK at least 22 days prior to the meeting of the Planning Commission. The Planning Commission meets the 3rd Tuesday of each month.

The fee for submitting the application shall be outlined on the attached schedule for rezoning request. This is a non-refundable fee and due when the application is filed.

In addition, expenses (certified letters and publication) related to this application will be billed to you and must be paid before the scheduled hearing date.

The Planning Commission shall transmit to the City Council its report as to the effect of such proposed building or use upon the character of the neighborhood, traffic conditions, public utilities and other matters pertaining to the general welfare of the community.

FOR OFFICE USE ONLY

DATE: 7 / 11 / 14 APPLICATION #: UP 53

A filing fee of \$ 150.00 has been paid.

Certified Letters _____ x \$ _____ = \$ _____

Newspaper Publication \$ _____

Application to be considered by the Planning Commission on

August 19, 20 14 at 6:30 p.m.

PIONEER ABSTRACT COMPANY

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


CERTIFICATE

The Easterly 50 feet of Lot 1 and All of Lots 5, 6, 7 and 8, in Block 420, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

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

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

Dated this 1st day of July, 2014.



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

Subscribed and sworn to before me this 1st day of July, 2014.

My commission expires:

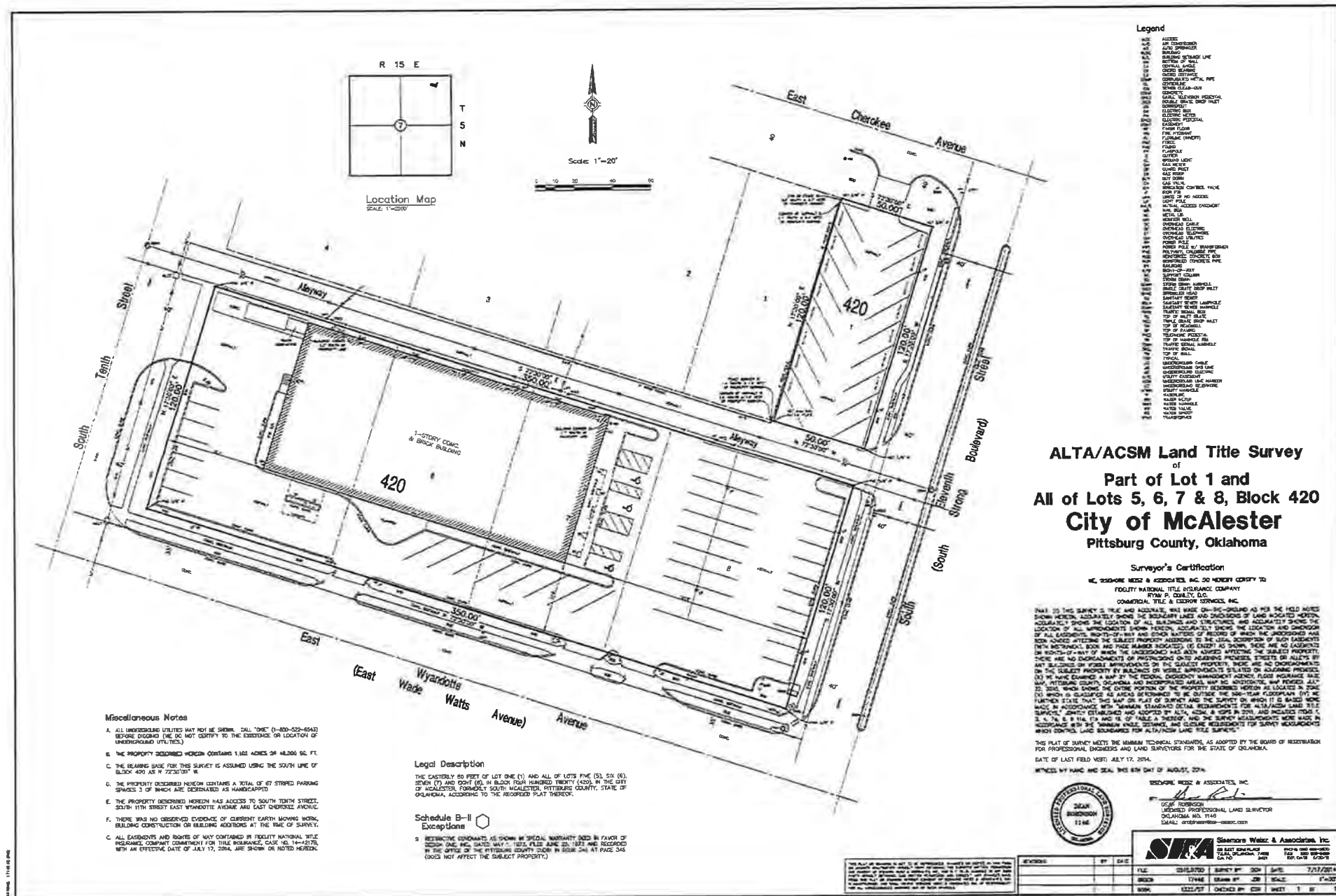
2-28-18
02003696

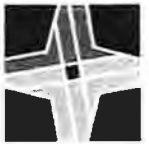
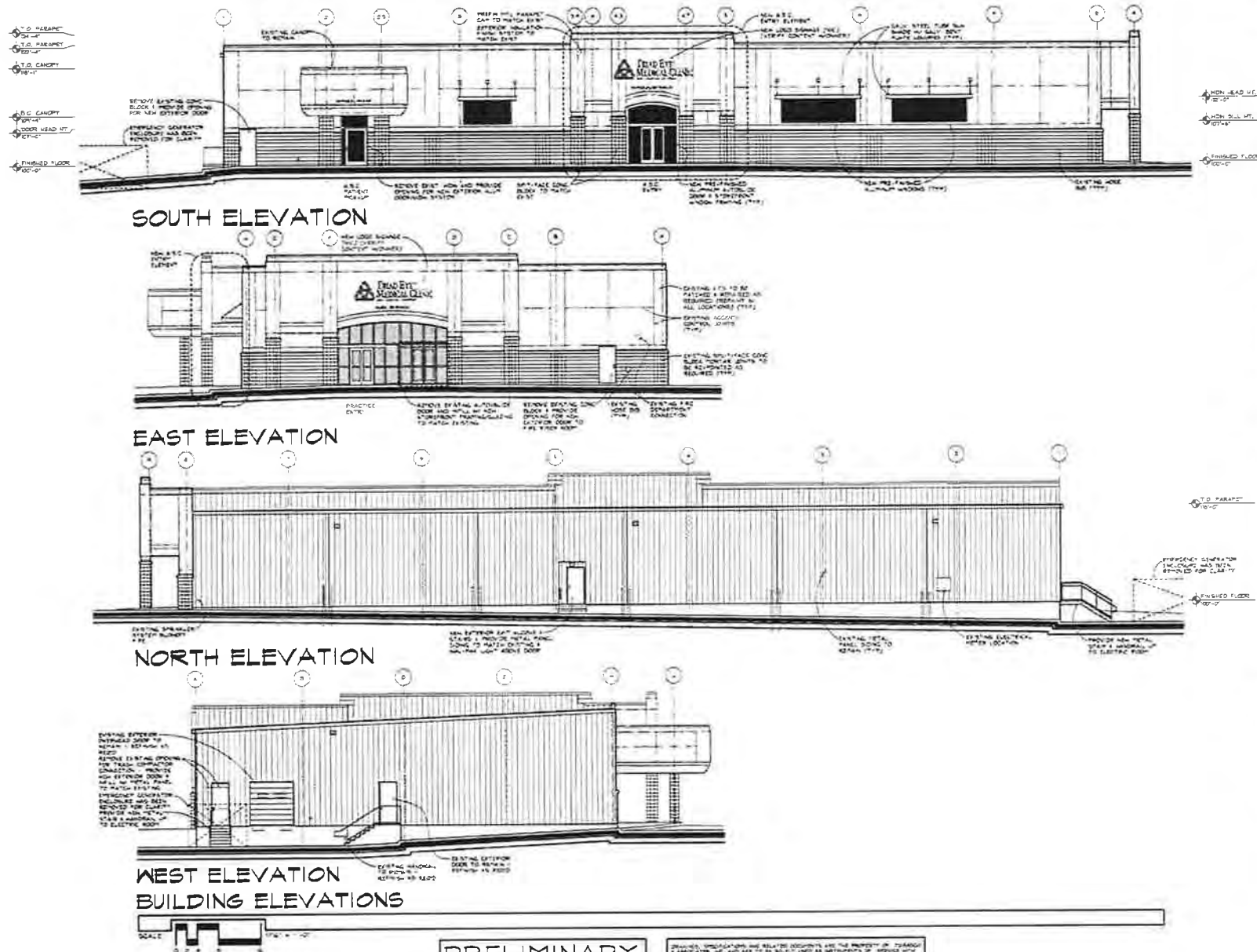

Notary Public

Order # 4721-14 ac









**MARASCO &
ASSOCIATES, INC.**
HEALTHCARE ARCHITECTS
AND CONSULTANTS

475 LINCOLN ST. SUITE 400
DENVER, COLORADO 80203
PH (303) 852-2887
FAX (303) 854-0750

This is a PRELIMINARY drawing. It is not intended to be used for construction. It is the responsibility of the client to verify the accuracy of the information provided. The architect assumes no responsibility for the accuracy of the information provided. The architect assumes no responsibility for the accuracy of the information provided. The architect assumes no responsibility for the accuracy of the information provided.

JOB TITLE

**TRIAD EYE
MEDICAL
CLINIC**

**APPLICATION FOR
USE PERMITTED
AFTER REVIEW**

1001 E WYANDOTTE,
MCALISTER,
OKLAHOMA

DATE: 11/1/08
DRAWN BY: JMB
CHECKED BY: JMB

SHEET TITLE

**BUILDING
ELEVATIONS**

SHEET NUMBER

A-1 1

City of McAlester

Community and Economic Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



July 31, 2014

RE: U.P. Case #53

Dear Property Owner:

An application has been filed with the Community and Economic Development Department, City of McAlester requesting "Use Permitted After Review" for the following described property:

LEGAL: The Easterly 50 feet of Lot 1 and All of Lots 5, 6, 7 and 8, in Block 420, City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma.

LOCATION: 1001 E. Wyandotte Ave.

PROPOSED USE: Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, August 19, 2014 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written responses should be received by Tuesday, August 12, 2014.

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

Sincerely,

Leroy P. Alsup
Community and Economic Development Director

Attachment: Area of Request

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

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

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

Ginny Webb- Exec Asst/Planning Tech
(918) 423-9300 ext. 4984

Jayne Clifton- Code Enforcement
(918) 423-9300 ext. 4986

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

Charley Gilbertson- Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

PROOF OF PUBLICATION

McAlester News-Capital

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

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

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

1st insertion.....August 3rd.....2014
2nd Insertion.....2014
3rd Insertion.....2014
4th Insertion.....2014
5th Insertion.....2014

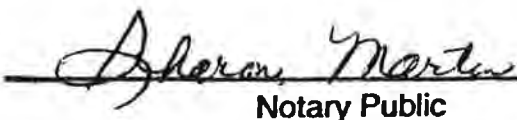
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter,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

Publication Fee.....\$ 30.05


Publisher

SUBSCRIBED and sworn to before me this

4th day of August, 2014.


Notary Public

#00002414

My Commission expires: 03/23/16



(Published in The
McAlester News
Capital on August
3rd, 2014.)

CITY OF
McALESTER
NOTICE OF
HEARING ON USE
PERMITTED AFTER
REVIEW

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, August 19, 2014 at 6:30 p.m. concerning a "Use Permitted After Review" application filed for the following described property:

LEGAL: The Easterly 50 feet of Lot 1 and All of Lots 5, 6, 7 and 8, in Block 420, City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma.

LOCATION: 1001 E. Wyandotte Ave.

PROPOSED USE: Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities.

Any person wishing to appear in support or opposition to the proposed "Use Permitted After Review" may do so in the Council Chambers, Municipal Building, located at 28 E. Washington Avenue, McAlester, Oklahoma, at the above date and time.

City of McAlester

Community and Economic Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



USE PERMITTED AFTER REVIEW LAND USE ACCEPTANCE

According to the provisions of the McAlester Zoning Ordinance, the following Land Use is hereby approved by the McAlester Planning Commission and the McAlester City Council.

Zoning District: R-1B Single-Family Residential/ Wyandotte Avenue Corridor Development

Location: 1001 E. Wyandotte Ave.

Legal Description:

The Easterly 50 feet of Lot 1 and All of Lots 5, 6, 7 and 8, in Block 420, City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma.

Use Permitted After Review: Triad Eye Medical Clinic with surgical outpatient facilities for staff and other doctors with a need for surgical outpatient facilities.

The issuance of a Building Permit for said Development is hereby authorized by the McAlester City Council.

PLANNING COMMISSION

CITY COUNCIL

Mark Emmons, Chairman

Steve Harrison, Mayor

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

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

Ginny Webb- Exec Asst/Planning Tech
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(918) 423-9300 ext. 4987



McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	2
Department:	Community & Economic Development	Account Code:	N/A
Prepared By:	Leroy Alsup, Director	Budgeted Amount:	N/A
Date Prepared:	August 19, 2014	Exhibits:	One

Subject

Consider and act upon a Quit Claim Deed between the City of McAlester & HSB Properties, LLC granting all right title and interest in the Easterly 50 feet of Lot One (1), in Block Four Hundred Twenty (420) to HSB Properties, LLC and releasing and discharging all conditions, covenants and restrictions as may have been imposed by the terms of that Special McAlester Urban Renewal Authority Warranty Deed filed in Book 349 at Page 345 of the Office of the Pittsburg County Clerk.

Recommendation

Motion to approve the Quit Claim Deed between the City of McAlester & HSB Properties, LLC and to authorize the Mayor to execute the same.

Discussion

The McAlester Urban Renewal Authority, together with the United States Department of Housing and Urban Development, entered into a Loan and Capital Grant Contract No. Okla. R-31(LG), Project No. Okla. R-31, dated July 10, 1967, in which certain residential housing units were demolished or rehabilitated or constructed in the City of McAlester.

The Authority by Special Warranty Deed dated May 1, 1973, filed of record in the Office of the County Clerk of Pittsburg County, Oklahoma on June 25, 1973, in Book 349 at Page 345, imposed certain restrictive covenants on the following described property that encroaches upon the Easterly 50 feet of said Lot 1, Block 420, owned by HSB Properties, LLC:

Parcel R-43-2: West 50 feet of Lot 1, Block 420, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma, except all copal and asphalt thereunder previously reserved by the Choctaw and Chickasaw Indian Nations.

Due to substantial completion of the project urban renewal activities, the Authority, the City and HUD closed out the project, the Authority transferred to the City the certain obligations and duties imposed on the Authority by the Loan and Grant Contract and the City assumed the obligations of the Authority.

The attached Quit Claim Deed grants all right title and interest in the Easterly 50 feet of Lot One (1), in Block Four Hundred Twenty (420) to HSB Properties, LLC and releases and discharges all conditions, covenants and restrictions as may have been imposed by the terms of that Special McAlester Urban Renewal Authority Warranty Deed filed in Book 349 at Page 345 of the Office of the Pittsburg County Clerk.

The following documents are attached for your reference:

1. Draft Quit Claim Deed between the City of McAlester & HSB Properties, LLC.

Approved By*Initial**Date***Department Head**

L. Alsup

LA

08/19/2014

City Manager

P. Stasiak



08/19/2014

After recording, please return to:
Triad Eye Medical Clinic
6140 S Memorial Drive
Tulsa, OK 74133

Quit Claim Deed

This Quit Claim Deed is made by and between the City of McAlester, Oklahoma, hereinafter referred to as the "City" or "Grantor", and HSB Properties, LLC, as "Grantee".

Whereas, the McAlester Urban Renewal Authority, hereinafter referred to as the "Agency", together with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", entered into a Loan and Capital Grant Contract No. Okla. R-31(LG), Project No. Okla. R-31, dated July 10, 1967, in which certain residential housing units were demolished or rehabilitated or constructed in the City of McAlester, and

Whereas, the Agency by Special Warranty Deed dated May 1, 1973, filed of record in the Office of the County Clerk of Pittsburg County, Oklahoma on June 25, 1973, in Book 349 at Page 345, imposed certain restrictive covenants on the following described property:

Parcel R-43-2: West 50 feet of Lot 1, Block 420, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma, except all copal and asphalt thereunder previously reserved by the Choctaw and Chickasaw Indian Nations, and
said above description encroaches upon the Easterly 50 feet of said Lot 1, Block 420, and

Whereas, due to substantial completion of the project urban renewal activities, the Agency, the City and HUD closed out the project, the Agency transferred to the City the certain obligations and duties imposed on the Agency by the Loan and Grant Contract and the City assumed the obligations of the Agency, and

Whereas, HSB Properties, LLC, an Oklahoma limited liability company, is the record fee simple owner of the Easterly 50 feet of said Lot 1, Block 420.

Now, therefore, for and in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City of McAlester, Oklahoma, as the successor of the McAlester Urban Renewal Authority, does hereby grant, bargain, sell and convey to HSB Properties, LLC, an Oklahoma limited liability company, all right title and interest in and to the following described property:

The Easterly 50 feet of Lot One (1), in Block Four Hundred Twenty (420), in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma, according to the recorded plat thereof,

and for the same consideration the City does hereby release and discharge all conditions, covenants and restrictions as may have been imposed by the terms of that Special Warranty Deed described above filed in Book 349 at Page 349 that in any manner whatsoever affect or may affect the aforesaid Easterly 50 feet of said Lot 1, Block 420 vested in HSB Properties, LLC.

My Commission No. _____
[Seal]



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2014 Item Number: 3
Department: Public Works - Engineering
Prepared By: John C. Modzelewski, PE Account Code: _____
Date Prepared: August 19, 2014 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, the final acceptance of FY-13 CDBG Grant Waterline Replacement Project and authorizing the Mayor to sign closeout documents.

Recommendation

The recommendation is to accept the FY-13 CDBG Grant Waterline Replacement Project and authorize the Mayor to sign closeout documents.

Discussion

This project included the construction/replacement of small water lines in two locations; West Street and Birch Street. The new water lines installed were six-inch lines with valves and fire hydrant assemblies. Goodwin & Goodwin was the lowest, responsible, qualified bidder for the project and completed the project in a timely manner.

Approved By

Department Head

Initial

Date

JCM

08/19/14

City Manager

P. Stasiak

PJS

08/19/14

Closeout Certification Page

Applicant:
Contract #:

City of McAlester
15654 CDBG 13

- I. FINAL CASH RECONCILIATION
- | | | |
|----|---|-------------|
| A. | Total cash received under this contract (include cash in transit) | \$72,771.00 |
| B. | Less: Total accrued Expenditures this contract | \$72,771.00 |
| C. | Excess Cash on Hand to be refunded to ODOC | \$0 |
| D. | I certify that the expenditures reported are taken from the original books of account and that such expenditures are valid and consistent with the terms of this contract. | |
| E. | I further certify that the attached check in the amount of \$0 (Same as Line C above) fully represents all the money received for but not expended in performance of this Contract. | |
| F. | This amount is refunded to ODOC in accordance with the terms of the contract. | |
- II. RELEASE
- A. Pursuant to the terms of this contract and in consideration of the Total Accrued Expenditures referred to in Line B above which have been paid or will be paid to the Contractor under this contract, Contractor, upon payment of any remaining balance by ODOC, does remise, release and discharge the State of Oklahoma, ODOC and their officers, agents and

Closeout Certification Page

employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the performance of this contract.

B. I understand that the Total Accrued Expenditures certified in I.D. above will become the final total obligated amount of this contract.

III.**ASSIGNMENT OF
REFUNDS, REBATES
AND CREDIT**

Pursuant to the terms of this contract and in consideration of payment of costs as provided in said contract, Contractor does hereby:

- A. Assign, transfer, set over and release to the Oklahoma Department of Commerce all right, title and interest to all refunds, rebates and credits or other amounts, including any interest thereon, arising out of the performance of this contract, together with all rights of action accrued or which may accrue thereunder.
- B. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts, including any interest thereon, due or which may become due and to forward promptly by check

Closeout Certification Page

- C. made payable to the Oklahoma Department of Commerce any proceeds so collected.
- Agree to cooperate fully with the Oklahoma Department of Commerce as to any claim or suit in connection with such refunds, rebates, credits or other amounts due, including any interest thereon; to execute any protest, pleading, application, power of attorney or documents in connection therewith; and to permit the Oklahoma Department of Commerce to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

Submitted By:
Pete Stasiak
Name
City Manager
Title

ODOC CDBG/EDIF Expenditure Report 2013

Organization: McAlester, City of

CDBG-EXP-2013-McAlester CI-00141

Expenditure Report

Contractor Name: McAlester, City of

Contract #: 15654 CDBG 13

Month

Year

June

2014

Type of Expenditure ReportMonthly ☒ Final

Revised

INTEREST RECONCILIATION

Total Interest Earned \$0

(YTD):

Less Interest Expended \$0

(YTD):

Interest Earned Cash \$0

Balance:

CASH RECONCILIATION

Cash Received \$72,771.00

(YTD):

Cash Expended \$72,771.00

(YTD):

Unexpended Cash \$0

Balance:

Category	Current Expenditures	YTD Expenditures	Budget	Remaining Balance
Construction	\$72,771.00	\$72,771.00	\$72,771.00	\$0
Engineering/Architect	\$0	\$0	\$0	\$0
Inspection	\$0	\$0	\$0	\$0
Planning	\$0	\$0	\$0	\$0
Direct Grantee Admin	\$0	\$0	\$0	\$0
Public Facilities Admin	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
TOTAL CDBG COSTS	\$72,771.00	\$72,771.00	\$72,771.00	\$0
Leverage/Match	\$72,798.50	\$72,798.50	\$72,798.50	\$0

By submitting this report, I hereby certify that the expenditures reported are taken from the original Books of Account and that such expenditures are valid and consistent with the terms of the contract.

Revision Explanation:

Contract Number: 15654 CDBG 13

[illegible]

MINUTES OF PUBLIC HEARING

DATE/TIME HELD: August 26, 2014, at _____ p.m.

LOCATION: McAlester City Hall, Council Meeting Room

TOPIC: FY-13 CDBG Waterline Replacement Project; Final Performance Report

PLEASE SIGN IN:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

A discussion of the FY-13 CDBG project was held. The project consisted of the construction replacement waterlines and addition of Fire Hydrants in a target area of the City. The project served a Census Tract of 1,230 persons, with primarily low/moderate income families being served, (53.23%). A total of \$72,771 CDBG funds were spent on the project. Matching funds provided by the City were \$72,771. CDBG funds were spent on construction. The matching funds, paid for engineering, inspections, administration, and construction. The program was funded under the CDBG Small Cities set aside.

All requirements of the CDBG program were met such as Environmental, Fair Housing, Civil Rights, Section 3, EEO, Procurement and Financial Standards, etc. Final inspections were done.

A timetable for close of this project was identified as 7/1/14. The closeout documents are prepared and ready for signatures.

The citizens were invited to make comments or ask questions regarding this program.

The Public Hearing was closed.

Cora Middleton, Clerk

FINAL WAGE COMPLIANCE REPORT

Grant Recipient Name: City of McAlester	Contract Number: 15654 CDBG 13
Contact Person: Millie Vance	Telephone No.: 580-226-6489
Project Name: McAlester 2013 CDBG Waterline Project	Project Location: McAlester, OK
Construction Completion Date: 6/11/2014	Contract Amount: \$119,080.00
Prime Contractor: Goodwin & Goodwin, Inc.	
Subcontractors:	

1. Were any workers paid less than the specified Davis-Bacon rates that applied to this project?

☐ Yes ☒ No

2. If YES:

- a. What was the total amount of restitution paid? \$

- b. What was the method of restitution?

☐ Paid by the Contractor

☐ Paid by Grant Recipient with funds withheld from payment to the Contractor

Firm

Affected Employees

Amount of
Restitution Paid

Nature of Violations

(Attach additional pages if necessary.)

3. Were any workers not paid the correct overtime payments? ☐ Yes ☐ No

If YES: Liquidated damages at the rate of \$10 for each calendar day for each worker must be calculated and the Contractor notified of his liability, and

4. Provide information concerning the nature of the overtime violations. This should include:

- a. Firm's Name, Address and Phone Number:

- b. Date Contractor was notified in writing of the amount of liquidated damages which could be assessed:

- c. Date the Contractor responded to the written notice: (must be within 30 days of the receipt of notification):

- d. Did the Contractor seek a reduction or waiver of the liquidated damages?

☐ Yes

☐ No

e. If YES: Was the requested approved and for what

☐

Yes - Reduction.

☐

Yes - Waiver.

☐

No.

f. On what grounds was HUD's or USDOL's response based?

g. Total amount of Liquidated Damages paid: \$

h. What was the method of payment of the Liquidated Damages?

☐

Paid by the Contractor

☐

Paid by the Grant Recipient with funds withheld from payment to the Contractor.

i. Did the Contractor appeal the final decision to assess Liquidated Damages to the Wage Appeals Board?

☐

Yes

☐

No

j. Attach copies of all correspondence relative to any Liquidated Damages.

5. If appropriate, attach a recommendation of and justification for sanctions against the Contractor.

Submitted by:

Signature

Date

Steve Harrison
Typed Name

Mayor
Title



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 26, 2014</u>	Item Number:	<u>4</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 19, 2014</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon, authorizing the Mayor to sign a Professional Services Agreement with Poe & Associates, Inc., for the design of road and infrastructure improvements for CIP#4 which includes a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue.


Recommendation

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Poe & Associates, Inc. Consulting Engineers, for the design of road and infrastructure improvements for a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue. The Fee Proposal is a lump sum amount of \$257,233.23.

Discussion

This Professional Services Agreement will allow the consultant to provide engineering services for the design of road and infrastructure improvements for a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue. The engineering services include: design and utility survey, geotechnical study, utilities plan and coordination, roadway plans, and bid documents, including final plans and specifications. The funding source for these C I P projects is the McAlester Public Works Authority Construction Fund Series 2013 Project Account.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JCM	08/19/14
City Manager	P. Stasiak		08/19/14

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the _____ day of _____, 2014 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and Poe & Associates, Inc. Consulting Engineers, an Oklahoma municipal corporation (herein the "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with the design of road and infrastructure improvements for a segment of South Avenue from a point, approximately two hundred linear feet west of Strong Boulevard, to a point approximately one hundred eighty linear feet east of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue. (herein the "**Project**") prepared, and

WHEREAS, the services of a competent professional engineering consultant will be required for surveys, engineering design, preparation of construction plans and other related services for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

WHEREAS, the CONSULTANT has submitted a Fee Proposal for the aforesaid work in the "Proposed Fee" attached hereto and made a part hereof as **Exhibit B** (herein the "**Compensation**"), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

1.01. Services. The CONSULTANT shall perform those services enumerated in the Proposal. The CITY shall pay the CONSULTANT in accordance with the terms of the Proposal. If so specified in the Proposal, the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

1.02. Standard of Care. CONSULTANT shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services.

2.00 ADDITIONAL SERVICES

In the event the CITY, in writing, requests that the CONSULTANT perform additional services not covered by the Proposal, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the CITY.

3.00 NOTICE TO PROCEED

The CONSULTANT shall commence the professional services called for under this Agreement upon the written notice to proceed issued by the CITY.

4.00 CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

5.00 CONFLICT OF INTEREST

The CONSULTANT declares that neither the Mayor, nor any Councilmen, nor any other CITY official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

6.00 DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CITY and the CONSULTANT shall be referred to the City Engineer, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

7.00 ESTIMATES

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions except with regard to the CONSULTANT'S services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry.

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

In the event that the lowest bid received by the CITY is greater than the CITY'S budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.

9.00 COMPLIANCE WITH LAWS

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

10.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT'S services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT'S services rendered hereunder.

11.00 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, specifications, intellectual property, and data or programs stored electronically, prepared by CONSULTANT in connection with the provision of professional services under this Agreement shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way whatever in its use of such material.

12.00 CONFERENCES AND VISITS TO SITE

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

13.00 CONSULTANT'S ENDORSEMENT

The CONSULTANT'S seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

14.00 CONTROL

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

15.00 REVISIONS OF PLANS

It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses. However, in the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, the CONSULTANT will make the necessary revisions as required by the CITY and shall be paid additional compensation as outlined in the Paragraph 2.00 herein, provided that such changes are not required due to any error or omission by the CONSULTANT.

16.00 DELAYS AND EXTENSIONS

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY'S sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT'S control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT'S work. It is agreed that no extension of time will be valid without the CITY'S prior written consent, and no such consent is assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT'S performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT'S work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY'S rights or remedies for the CONSULTANT'S default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the CITY'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

17.00 REIMBURSEMENT FOR EXPENSES

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

18.00 CLAIMS, LIABILITY AND INDEMNITY

18.01. Claims. The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from negligence of the CONSULTANT, its agents, servants, and employees in connection with the prosecution and completion of the work covered by this Agreement.

18.02. Indemnity. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any damages, losses, liability, expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the acts, errors, or omissions of the CONSULTANT, its agents, servants and employees in the performance of this Agreement.

18.03 Insurance. During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- (5) Errors and Omissions Insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate

CONSULTANT shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY.

19.00 EQUAL EMPLOYMENT OPPORTUNITY

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for

employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY, setting forth the provisions of this non-discrimination clause. The CONSULTANT shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

21.00 MISCELLANEOUS PROVISIONS

21.01. Waiver. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21.02. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect.

21.03. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.

21.04. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.

21.05. Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of Articles 1.00, 6.00, 11.00, 18.00 and 21.00 shall survive.

21.06. Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

[Signatures to Follow on Next Page]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF McALESTER

By: _____
Steve Harrison, Mayor

[*FOE & ASSOCIATES*]

By: _____
[Signature]

Its: Senior Vice President
CONSULTANT'S Mailing Address:

1601 Northwest Expressway, Suite 400

Oklahoma City, OK 73118

CONSULTANT'S Telephone Number:

(405) 949-1962

CONSULTANT'S Facsimile Number:

(405) 608-0380

ATTEST:

By: _____
City Clerk

Exhibit A

Scope of Services
to perform
Professional Engineering Services
for

2013 Street Reconstruction Program
Project # 4

Sixth Street, from Chadick Park North to E. Chickasaw Avenue
South Avenue, from S. Strong Boulevard East to E. 14th Street

City of McAlester, Oklahoma

Poe & Associates, the CONSULTING ENGINEER (Poe), will perform all engineering and drafting services required to prepare complete detailed construction plans, specifications, and bidding documents for street and infrastructure improvements to Sixth Street, from Chadick Park (the north edge of the box culvert at the concrete channel between Delaware Avenue and Comanche Avenue) extending north approximately 1350 feet to the north curb return of Sixth Street at the intersection of Chickasaw Avenue, and South Avenue beginning approximately 200 feet west of Strong Boulevard and extending east approximately 1700 feet to the east curb return of South Avenue and the intersection of Fourteenth Street, approximately 180 feet east of Franklin Street. Roadway improvements shall consist of the reconstruction of these existing 2-lane streets including grading, drainage, utility relocation, and sidewalk.

All design will be in English units in accordance with the current 'Oklahoma Department of Transportation (ODOT) Design Manual', 'AASHTO Policy on Geometric Design of Highways and Streets', the 'Manual on Uniform Traffic Control Devices', all applicable ODOT policies and procedures, the Oklahoma Department of Environmental Quality (ODEQ) Construction Standards and City of McAlester standards.

Specifically, these services will include the following items:

- **DESIGN TIME**

The ENGINEER shall make every effort to adhere to the project schedule. Extension or shortening of any scheduled task will only be allowed when required to better meet the overall time requirement or at the discretion of the City of McAlester. The City of McAlester agrees to provide timely reviews and requests for additional information. Notice to Proceed is anticipated by August 13, 2014. Final bid-ready construction documents are anticipated prior to February 26, 2014.

POE & ASSOCIATES, INC.
Consulting Engineers

- **ENVIRONMENTAL CLEARANCE**

Environmental clearance documentation should not be necessary and is not part of the scope of work.

- **SURVEY**

Poe will perform all field surveys required for design of Project #4. Local control for each individual street project will be derived from OPUS observations with a minimum of 2 points established for each individual street project. It is anticipated that the utility location services will take place during the field survey work in order to provide the most efficient project delivery time. It is also anticipated that the City will mow and trim the grass, weeds, and trees within the project extents just prior to commencement of the topographic survey to ensure better collection of data in the field.

- **RIGHT-OF-WAY**

New right-of-way, sight triangles, and any temporary construction or temporary driveway easements will be provided with plusses and offsets on right-of-way plans.

Sixth Street and South Avenue are anticipated to be completed within the existing right-of-way, with the exception of potential sight triangles at the East Wyandoette Ave. intersection on Sixth St. and with the exception of potential right-of-way needed on South Ave. adjacent to the elementary schools. It may also be necessary to obtain drainage easements on either or both streets to mitigate drainage issues.

Exhibits for permanent right-of-way or easement acquisition will be provided on 8-1/2 x 11 sheets for impacted parcels, with areas, dimensions, and bearings. Negotiations with the property owner are not included in the scope of work.

- **UTILITY COORDINATION**

Existing utilities will be located as part of the detailed survey and design process. Poe anticipates the City of McAlester will locate all City owned utilities within the project extents. Poe will also attend additional meetings, if necessary, concerning Utilities and/or Right-of-Way throughout the design process.

- **PERMITTING**

Poe will prepare and submit all required permit applications. Anticipated permit includes an Oklahoma Department of Environmental Quality (ODEQ) construction permit. In addition, 404 permit exemptions will be requested from the United States Army Corps of Engineers if encountering a water of the United States.

- **CONSTRUCTION SEQUENCING AND DETOURS**

Poe will take the time to review current traffic patterns, peak traffic times, potential detour routes, and the option of keeping each roadway open to traffic during construction. There may be opportunities to route traffic on other adjacent collector streets, provide limited construction during peak hours, or possibly specify night time construction to reduce impacts to the travelling public, businesses, and schools. Poe will provide typical sections depicting the sequence of construction and detour plans for Sixth Street and for South Avenue. Construction Sequencing Plans are not a part of this scope of work.

- **GEOTECHNICAL INVESTIGATIONS & PAVEMENT DESIGN**

Professional Service Industries (PSI) will perform geotechnical investigations, with oversight and coordination from Poe. This item will include a roadway subsurface survey. PSI will recommend a pavement section for the project. Poe will review the recommendations and finalize a recommended design that will be both economical and adequate for the anticipated traffic loading.

- **ROADWAY PLANS**

Poe will prepare all roadway plans and specifications for the improvements for a segment of Sixth Street, from Chadick Park to Chickasaw Ave (approximately 1,350 feet) and for a segment of South Avenue, from S. Strong Boulevard east to E. 14th Street (approximately 2,080 feet).

More specifically on Sixth Street beginning at the north edge of the box culvert at the concrete channel between Delaware Avenue and Comanche Avenue, extending north for approximately 1,350 feet to the north curb return of Sixth Street at the intersection of Chickasaw Avenue.

On South Avenue beginning approximately 200 feet west of Strong Boulevard then extending east approximately 1,700 feet to the east curb return of South Avenue and the intersection of 14th Street, approximately 180 feet east of Franklin Street.

The typical roadway width will be 30 feet with a 43 foot width on South Avenue adjacent to the Puterbaugh Middle School and Will Rogers Elementary School. New sidewalks will be offset from the roadway curb following the guidelines presented in the City of McAlester's Trails Master Plan.

During the initial phase of roadway design, the local on-site and adjacent drainage issues and mitigation measures (if necessary) will be addressed. Existing storm sewer inlets will be replaced and additional inlets may be added to collect street runoff. In addition; geometry, water, sewer, and other utility conflicts will be evaluated for each roadway section.

Poe will prioritize storm water runoff collection and improvements to the existing storm drain system as part of the design considerations for this project and evaluate removal and

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Consulting Engineers

replacement of all or portions of the existing storm drain system on the project. In addition, Poe will address existing locations where runoff ponds or negatively impacts the roadway.

- **TRAFFIC SIGNAL IMPROVEMENTS**

There is an existing traffic signal that provides all-way control at the intersection of Sixth St. and East Wyandoette Ave. Poe will provide a new vehicle recognition system, whether loops or video detection, in the construction documents. New traffic signals, pedestrian signals, street lighting, and appurtenances are not a part of this scope of work.

- **TRAFFIC CONTROL PLANS**

Poe will prepare traffic control plans for each street to be reconstructed. Sixth Street has many businesses that generate a higher number of trips through the corridor, a signalized intersection, and high volumes of vehicular and pedestrian traffic along East Wyandotte Avenue. South Avenue has an elementary and middle school that will require detailed traffic control plans. South Avenue and Strong Boulevard also have a mixture of vehicular, pedestrian, and bicycle traffic.

- **SIGNING AND STRIPING PLANS**

Poe will prepare signing and striping plans for each street. On Sixth Street the signalized intersection, railroad, on-street and adjacent parking stalls will also require striping after construction. In addition new traffic signage will be provided on the signing and striping plans.

- **UTILITY PLANS**

Poe will prepare water and sanitary sewer plans for Sixth Street and for South Avenue, locating new wet utilities outside of the roadway pavement. Water and sanitary sewer lines that cross perpendicular to the street centerline will also be replaced, as well as all service lines. Existing utility lines will not be removed but will be filled with a cementitious flowable fill.

- **ADVERTISEMENTS, PERMITS, AND ACCESS**

Unless otherwise agreed to in the Scope of Services. OWNER will obtain arrange, and pay for all advertisements for bids; permits, and licenses required by local, state, or federal authorities; and land easements, rights-of-way, and access necessary for ENGINEER'S SERVICES or PROJECT construction.

- **BID PHASE SERVICES**

Poe will prepare bidding documents including special provisions to be provided with any front end documents that the City may desire. Poe will also provide other bid phase services including coordinating on-line and hardcopy bid documents, maintaining the bid holders list, contact with potential bidders prior to and following the bid advertisement, attending the pre-

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bid conference, issuing addenda, responding to contractor questions and inquiries during the bid period, and attending the bid opening.

● **CONSTRUCTION PHASE SERVICES**

During the construction period, Poe project personnel will attend a preconstruction conference, attend a final inspection of the completed project, review shop drawings, review submittals by the contractor, and will be available to respond to questions and inquiries concerning the project design. Following the final inspection, Poe will provide one set of As-Built plans according to the construction inspector's measurements. Should the City desire to utilize Poe for construction inspection the scope of services and fee for construction inspection will be negotiated in the future and it is not part of this agreement.

● **SUBMITTALS**

The roadway plans will be submitted as two separate construction plans. One set for the Sixth Street section and one set for the South Avenue section. Four (4) submittals are anticipated as follows:

- Initial Plan Review – 30% complete
- Preliminary Plan Review – 60% complete
- Final Plan Review – 90% complete
- Final PS&E submittal
- Submittal of Bid Documents including electronic files. Final plans provided in 11"x17" format and specifications provided in letter format. All documents provided in hardcopy and in pdf format.

Exhibit B

PROPOSED FEE

Design and Utility Survey

Sixth Street	\$ 33,516.50
South Avenue	\$ 33,516.50
Geotechnical Study	\$ 8,949.00
Utilities Plan and Coordination	\$ 33,260.00
Roadway Plans	
Sixth Street	\$ 68,369.60
South Avenue	<u>\$ 79,621.63</u>
Total Fee (lump sum)	\$257,233.23



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2014
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: August 19, 2014

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, a lease and contract with the Pittsburg County Regional Expo Authority and the City of McAlester.

Recommendation

Motion to approve a lease and contract between the Pittsburg County Regional Expo Authority and the City of McAlester.

Discussion

The City of McAlester, Parks and Recreation Department is proposing to build a Community Archery Park on 5.5 acres of property owned by the Expo Authority. City has been awarded a \$57,580.00 grant from the Archery Trade Association for this project. The cities contribution will be the value of the property the construction of a 120 ft long, 20ft high dirt berm, ongoing maintenance of the park and marketing of the park.

Approved By

		Initial	Date
Department Head		MP	8/19/2014
City Manager	P. Stasiak		8/19/2014

LEASE AND CONTRACT

THIS AGREEMENT, entered in this _____ day of _____, 2014, by and between the Board of the Pittsburg County Regional Expo Authority, PARTY OF THE FIRST PART, and the City of McAlester, Oklahoma, a Municipal Corporation, PARTY OF THE SECOND PART, the terms and conditions of which are as follows to-wit:

1. That the PARTY OF THE FIRST PART, for and in consideration of the sum on One Dollar and other good and valuable considerations and in consideration of the covenants and agreements hereinafter contained, does hereby demise, lease and let unto the PARTY OF THE SECOND PART the following described real estate situated in Pittsburg County, Oklahoma.

Legal Description attached as Exhibit "A"

2. It is further agreed by and between the parties that this lease shall be for a period of twenty-five (25) years from the date of the execution of this agreement, subject to the provision hereinafter contained for prior termination of this agreement.
3. It is mutually understood and agreed that the lands, herein leased shall be for the intended purpose for use as an archery park and related activities by the lessee which shall be operated by the City of McAlester, Oklahoma. It is further agreed that if for a period of twelve (12) months, or longer, said PARTY OF THE SECOND PART, fails to use such property for such use and related activities, that this lease shall be at an end and cancelled, and the property shall revert back to the PARTY OF THE FIRST PART.
4. It is further understood that the PARTY OF THE SECOND PART shall provide scheduling of the use of the facilities.
5. It is further understood and agreed that during the term of this lease said premises shall be under the exclusive jurisdiction of the PARTY OF THE SECOND PART and that the PARTY OF THE SECOND PART will hold harmless PARTY OF THE FIRST PART from any and all claims, liens, demands, and lawsuits by reason its the negligence or use of said premises and in the event that any suit is brought naming PARTY OF THE FIRST PART as a party defendant by reason of injury or damage to any person or property and that The PARTY OF THE SECOND PART shall provide proof of liability insurance in the amount currently provided in the Government Torts Claim Act, Title 51, Okl. Stat. Secs. 151 et seq.
6. It is also agreed that the maintenance of the property and any equipment, buildings, or improvements located on said premises and of the land hereby

leased shall be the sole responsibility of the PARTY OF THE SECOND PART and who will keep said premises clean and will maintain said premises in an acceptable and sanitary manner. The PARTY OF THE SECOND PART shall arrange for and pay for all utility cost related to the facilities herein leased.

7. It is further agree that the PARTY OF THE SECOND PART will not at any time, without the permission in writing of the PARTY OF THE FIRST PART, cut down any trees on said land and will not sell or remove any sand, gravel, soil, or minerals of any kind and will not in any way commit waste upon said premises.

Any improvements to the leased property which are made and paid for by the PARTY OF THE SECOND PART, or which may be made in the future shall be owned and remain the property of the PARTY OF THE SECOND PART and shall continue under its exclusive dominion and control, subject to the provisions of this agreement. If the PARTY OF THE SECOND PART abandons or fails to use the premises for twelve (12) months, the lease is cancelled, and the premises with improvements will revert to the PARTY OF THE FIRST PART.

8. It is further agreed that the violation of any of the conditions and covenants herein contained by the PARTY OF THE SECOND PART shall, except as herein above indicated, entitle the PARTY OF THE FIRST PART to re-enter said lands and take the quiet and peaceable possession thereof and will entitle the PARTY OF THE FIRST PART to terminate this lease. Provided, this provision shall not apply until PARTY OF THE FIRST PART shall first give PARTY OF THE SECOND PART written notice of the violation and a reasonable time to correct the same not to exceed sixty (60) days.

BOARD OF THE PITTSBURG COUNTY
REGIONAL EXPO AUTHORITY, PARTY OF
THE FIRST PART

BY:

ATTEST:

CLERK

CITY OF MCALESTER
PARTY OF THE SECOND PART,

BY:

STEVE HARRISON, MAYOR

ATTEST:

CORA MIDDLETON

LEGAL DESCRIPTION FOR LEASE PROPERTY FOR NEW ARCHERY SITE

A tract, piece or parcel of land in the SE/4 of Section 34, Township 6 North, Range 14 East, Pittsburg County, State of Oklahoma, more particularly described as follows;

Commencing at the SE corner of the SE/4 of Section 34; thence North along the East line of the SE/4 of Section 34 a distance of 200.00 feet; thence West parallel to the South line of the SE/4 of Section 34 a distance of 230.00 feet to the POINT OF BEGINNING; thence West parallel to the South line of the SE/4 of Section 34 a distance of 400.00 feet; thence North a distance of 600.00 feet; thence East parallel to the South line of the SE/4 of Section 34 a distance of 400.00 feet; thence South a distance 600.00 feet to the POINT OF BEGINNING, said parcel of land containing 5.5 acres more or less.

City of McAlester, Oklahoma Community Archery Park Program

McAlester Archery Park

One of the most optimum places for the Oklahoma Department of Wildlife Conservation to develop a Community Archery Park is McAlester, Oklahoma. Several schools districts in the vicinity of McAlester are active within the Oklahoma National Archery in Schools Program and the sport of archery and bowhunting has a strong contingency within McAlester and surrounding area. In fact, one of the most sought after archery deer hunts within the Oklahoma Department of Wildlife Conservation's Controlled Hunts Program (Limited availability deer hunts awarded via computer drawing system) are those at the nearby McAlester Army Ammunition Plant (McAAP). The unique management schemes employed at McAAP have created a very healthy deer herd with a high number of trophy-class whitetail bucks. Because of long-term success and reputation of the McAAP controlled hunts along with Oklahoma's rich archery traditions, the area of McAlester and southeast Oklahoma makes it a "natural" fit for archery facilities.

Total Budget:

Archery Facilities

- \$112,500 for facility (\$57,500 ATA and \$55,000 in kind match by City of McAlester - \$40,000 value of land donated, \$15,000 Site Preparation and berm.

Archery Programs

- \$21,000 (ODWC's Share) for school program training OKNASP (10 grants targeted locally) (\$12,000. match provided by local schools)
- \$14,000 (ODWC's Share) for school Explore Bowhunting Program (10 kits to same schools as OKNASP)
- No cost, but same above schools will be trained to teach hunter education as well.

Funding and Commitments:

- ODWC - \$35,000 for OKNASP & EB (Wildlife Restoration and Sportfish Restoration Funds) **(24% of total)**
- City of McAlester- \$55,000 (\$40,000 land value, and \$15,000 site/berm prep and donation to construct facilities **(37% of total)**

Phase 1 Funding Requested from ATA:

- 12' Tower (\$10,850 materials)
- 14'W x 40L x 8'H covered shooting area at kids range and 14'W x 80L x 8'H covered shooting area for general target range (\$17,000)
- Concrete for shooting areas (\$6,600)
- targets & covers (\$8,800)
- Range & rules signage (\$1,000)

- 10' x 26' storage building for equipment, targets, restrooms (\$11,510.00)
- Other signage (\$1,740 materials)
- (See site layout). **(40% of total)**

Project Leadership:

- Colin Berg: Information Education Section Supervisor (Education Emphasis), Oklahoma Department Wildlife Conservation
- Rich Fuller: Sr. Information Education Specialist, Oklahoma Department of Wildlife Conservation

City of McAlester:

- Mel Priddy , McAlester Community Services Director
- B.J. Boatright, McAlester Recreation Supervisor

Location and Ownership:

- Located approximately 2 ¼ miles west of McAlester on the southside of State Hwy 270 (Also known as W.Carl Albert Parkway), and approximately 2 ¼ miles east of the Jct. of OK270 and Indian Nations Turnpike (toll road)
- Owned by the City of McAlester
- Facilities will be adjacent to McAlester youth & adult baseball & softball complex and a small (9 hole) golf course.

Communities & School Enrollment within 25 miles

- McAlester (26 largest OK city) Pop. 18,883 School Dist. Enrollment: 2,965
Distance: 2.2 miles
- Eufaula (118 largest OK city) Pop.: 2,813 School Dist. Enrollment: 1,200
Distance: 29.2 miles
- Atoka (107 largest OK city) Pop.: 3,107 School Dist. Enrollment: 600
Distance: 44.2 miles
- Wilburton (115 largest OK city) Pop.: 2,843 School Dist. Enrollment: 707
Distance: 31.5 miles
- Coalgate (151 largest OK city) Pop.: 1,967 School Dist. Enrollment: 650
Distance: 43.3 miles
- Hartshorne (141 largest OK city) Pop.: 2,125 School Dist. Enrollment: 771
Distance: 14.8 miles

Total population within 25 miles: 31,738

Total school enrollment within 25 miles: 6,893

Archery Facilities:

- Site Plan Available: Yes
- Outdoor Archery Park
- Beginning Range 8 targets 5-20 yards
- General target range: 16 outdoor targets 15-50 yards

- Bowhunting Range: 4 outdoor Animal targets 10-40 yards with 12' platform
- Other:
- Indoor Shooting Center: None
- General Access Area: (Gravel) Parking
- Bus turn-around capability: Yes
- Family-friendly amenities:
- Restrooms: Yes (new)
- Ballfields/Golf course: Yes, adjacent to the Archery park

Facility Schedule:

- Site Plan Completed: November , 2013
- Operation & Maintenance Plan: City of McAlester Parks & Recreation Dept.
- Date Construction to begin March – April 2014 (weather)
- Completion Date: October, 2014

Operation & Maintenance:

- Maintenance: Equip and Target Maintenance (\$2,000 by ODWC), and Future Archery Club (targets)
- General Facilities Maintenance (\$8,000 by City of McAlester)
- Operation: City
- Staffed: No
- Park to be opened and closed morning and evening by Softball Complex Mgr.
- Possibly a day user fee honor box for those who are not McAlester City Residents

Archery Programs and Event Elements:

- Schools: Current OKNASP and Explore Bowhunting schools within 25 miles of the range (I will try to get an estimate prior to our meeting w McAlester Schools A.D.)
- Participation by:
- 4-H: Yes
- Scouts: Yes
- JOAD: No, but plan for a club to start
- Archery Club: Yes, plans for new club to develop
- NBEF/IBEP: Plan to use the facilities for NBEF/IBEP training courses
- League: Yes as part of new club being developed
- Tournaments: Will work with current local archery club to annually host a 3-D tournament

Marketing: (All by City of McAlester)

- Mailings \$1,500
- Media \$1,500
- Brochures/Maps \$1,500
- Grand Opening event \$1,500
- City of McAlester Web Page

Goals: (The following is a sample, you may want to add/subtract as desired)

- Recruit 10 new OKNASP/EB/HE/Explore schools
- 1 NBEF/IBEP training course offered annually
- 2 Community Archery Education Days Conducted by Local Archery Club members per year
- 2 Archery Days held in conjunction same day as baseball/softball/soccer tournament weekends

	City of McAlester Contribution	Local 3rd Party Contribution	ODWC Equipment Grants	ATA Funding Needed	Total Budget
Recreation Programs					
Equipment (ODWC grants & schools match)					
Training costs					
Staff & benefits					
Programs sub-total					
Construction					
Land (cost or value)	\$40,000.00				\$40,000.00
Engineering/Site design contractor					
Staff & benefits					
Site preparation & berm	\$15,000.00				\$15,000.00
land prep					
roads					
walkways					
utilities					
Non-archery costs-outdoor					
restrooms				\$5,000.00	\$5,000.00
shelters					
storage buildings				\$6,510.00	\$6,510.00
signs				\$1,740.00	\$1,740.00
benches					
Archery costs -outdoors					
targets				\$8,800.00	\$8,800.00
platforms				\$10,850.00	\$10,850.00
ground quivers					
bow racks					
safety netting & poles					
berms/fencing					
range & rules signs				\$1,000.00	\$1,000.00
covered shooting areas				\$17,000.00	\$17,000.00
concrete for shooting area				\$6,600.00	\$6,600.00
Building costs-indoor					
Archery Park sub-total	\$55,000.00			\$57,500.00	\$112,500.00
Operations & Maintenance (annual)					
Staff & benefits					
Utilities					
Equipment & Target maintenance		\$2,000.00			\$2,000.00
General facilities maintenance	\$8,000.00				\$8,000.00
O & M sub-total	\$8,000.00	\$2,000.00			\$10,000.00
Marketing					
Mailings	\$1,500.00				\$1,500.00
Media	\$1,500.00				\$1,500.00
Brochures/Maps	\$1,500.00				\$1,500.00
Grand Opening event		\$3,000.00			\$3,000.00
Marketing sub-total	\$4,500.00	\$3,000.00			\$7,500.00
Total	\$67,500.00	\$5,000.00		\$57,500.00	\$130,000.00



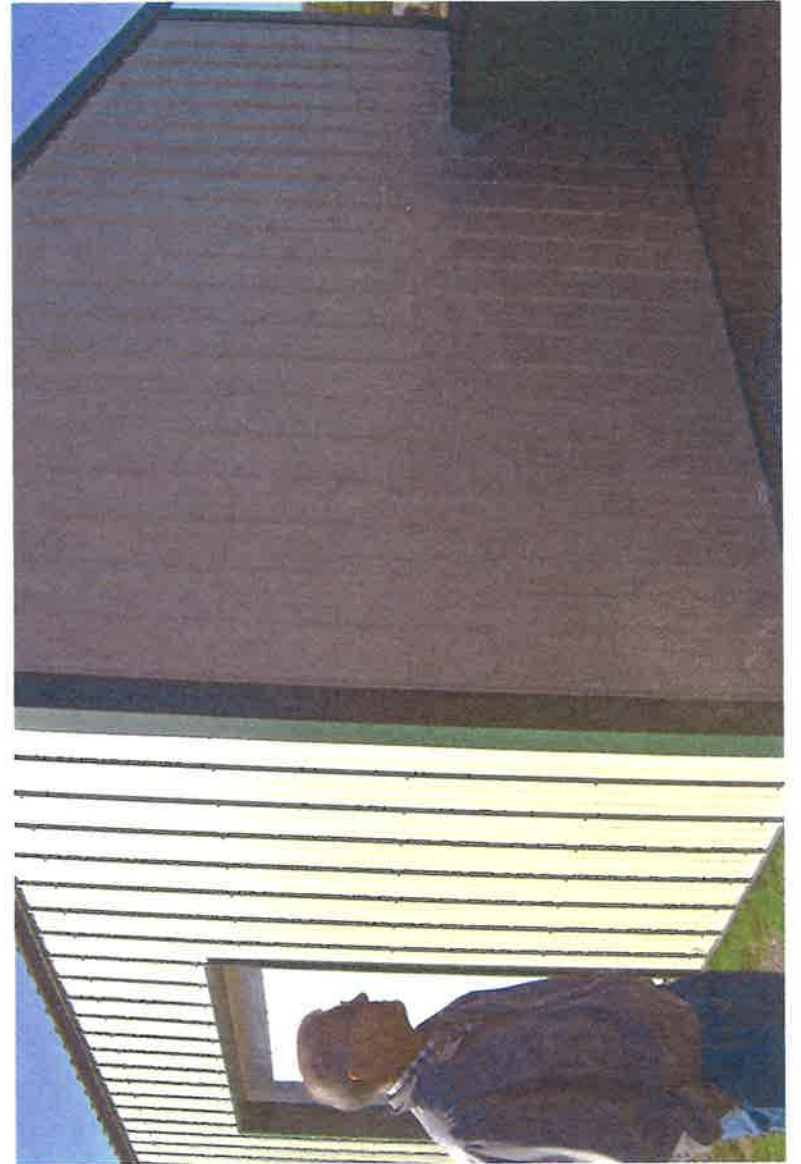
PROPOSED NEW ARCHERY FACILITY















McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2014
Department: Community Services
Mel Priddy/John Titsworth,
Prepared By: Councilman, Ward 2
Date Prepared: August 19, 2014

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, amending Rule No.7, Chapter 10, Article 1.

Recommendation

Motion to approve amending Rule No.7, Chapter 10, Article 1.

Discussion

Change Rule No. 7 to read 'No female dogs in heat are allowed in the park'.

Approved By

Department Head
City Manager

P. Stasiak

Initial
MWP

Date
8/19/2014

8/19/2014

ORDINANCE NO.

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

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

SECTION 1: Chapter 10, Animals; Article 1; Section 21, (b) 7, is hereby amended as follows:

Sec. 10-21, (b), Rules:

7. ~~All dogs must be spayed or neutered.~~ No female dogs in heat are allowed in the park.

SECTION 2: Emergency Clause. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the **EMERGENCY CLAUSE** ruled on separately this 26th day of August, 2014.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 26th, day of August, 2014.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	7
Department:	City Clerk/MPWA		
Prepared By:	Cora Middleton	Account Code:	01-5212101
Date Prepared:	August 18, 2014	Budgeted Amount:	
		Exhibits:	1

Subject

Consider, and act upon, a Resolution authorizing the creation and the funding of the Full Time position of Receptionist/Administrative Assistant.

Recommendation

Motion to approve a Resolution to authorize the creation and the funding of the Full Time position of Receptionist/Administrative Assistant.


Discussion

July 1, 2013, the McAlester Public Works Department was re-organized, bringing the Airport, Engineering, Fleet Maintenance and Utilities Divisions together. Prior to the re-organization each division had its' own Administrative Assistant and now there is only one Administrative Assistant for all of the divisions.

The creation of this full time position would not only keep the Receptionist window open longer during the day but would also provide an opportunity for cross training within two (2) departments and eventually provide trained backup for both the Public Works Administrative Assistant and the City Clerk.

See Attached Resolution.

Approved By

	Initial	Date
Department Head	CM	08/18/14
City Manager	P. Stasiak 	08/19/14

RESOLUTION NO. _____

Resolution to authorize the creation and FY 2014-2015 funding of the Full Time Position of Receptionist/Administrative Assistant

.....

Whereas, on July 1, 2013, the McAlester Public Works Department was re-organized, bringing the Airport, Engineering, Fleet Maintenance and Utility Divisions together. Prior to the re-organization each division had its' own Administrative Assistant and now there is only one Administrative Assistant for all four (4) divisions.

Whereas, the Receptionist window is currently only open from 8:00 a.m. to 1:00 p.m. Monday through Thursday and from 8:00 a.m. to 12:00 p.m. on Friday. This position would extend the time the Receptionist answers and directs the phones each day.

Whereas, this position would assist the City Clerk in maintaining various insurance, contract and bid files; researching police reports and filing claims for damage to City property, processing Notice of Tort Claims, answering open record requests, posting meeting agendas and assist in managing a document management program once the City acquires the software package.

Whereas, this position would assist the Public Works Administrative Assistant in entering and closing out Service Orders for Utility Maintenance and Streets Divisions, citizen call backs as needed, managing calls for water breaks and potholes and maintaining files.

Whereas, this position would assist other departments as time allowed.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of McAlester, that:

*The creation of a Full Time Receptionist/Administrative Assistant position is hereby approved with the funding for the position to come from the City Clerks Department (01-212).

*The Chief Financial Officer is hereby instructed to prepare a budget transfer to fund this position through the balance of FY2014-2015.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of _____, 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	8
Department:	Finance		
Prepared By:	Toni Ervin	Account Code:	
Date Prepared:	August 19, 2014	Budgeted Amount:	
		Exhibits:	1

Subject

Discussion and possible action on Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor accepting application of enclosed business as an applicant.

Recommendation

Our recommendation would be to accept this business as an applicant and authorize the Mayor to sign certificate of acceptance as a participant in the Retail Sales Tax Incentive Program.

Discussion

The application for Buffalo Gals Antiques, 2645 N. Main Street, McAlester, Oklahoma has been submitted and meets the requirements to become participants in the Program. Only by council authority can a business be accepted as an applicant.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	08/19/2014
City Manager	P. Stasiak	08/19/2014



Certificate

Acceptance as a Participant

Buffalo Gals Antiques

Retail Sales Tax Incentive Program Main Street Districts and Choctaw Commercial Corridor

WHEREAS, the City of McAlester recognizes that the Main Street districts are faced with vacant storefronts, low pedestrian traffic, and tentative sales growth due to uncertain economic times, competition from new development in other areas of the City and competition from businesses outside of the community (ex. internet sales); and

WHEREAS, the City of McAlester recognizes that additional vacancies in the Main Street districts would reduce the economic viability of other district businesses and could lead to a downward spiral of vacancies and disinvestment; and

WHEREAS, the City of McAlester recognizes that vacant commercial buildings generate no sales tax and if the vacancies continue, no sales tax will be generated in the future; and

WHEREAS, the City of McAlester recognizes that most Main Street district businesses are locally-owned and that money spent at locally-owned businesses, on average, re-circulates through the local economy more times than money spent at national chain stores; and

WHEREAS, the City of McAlester recognizes that a vibrant, active, and economically viable downtown benefits the entire community by contributing toward a high quality of life for community residents; and

WHEREAS, the City of McAlester recognizes that McAlester Main Street has the potential to play an important role in achieving downtown economic growth and revitalization; and

WHEREAS, the City of McAlester recognizes that it is in the public interest to support McAlester Main Street's efforts.

This Certifies that the above listed business has complied with all application requirements. Whereupon the Council, by majority vote, may accept the business as a participant. The business may now apply for the Sales Tax Rebate.

Pete Stasiak, City Manager

Toni Ervin, Chief Financial Officer

Steve Harrison, Mayor



McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	9
Department:	Finance		
Prepared By:	Toni Ervin	Account Code:	44-5225401
Date Prepared:	August 19, 2014	Budgeted Amount:	44,760
		Exhibits:	1

Subject

Consider and act upon, to authorize purchase of 60 desktop computers with monitors pursuant to section 2-275 of the McAlester City Code.

Recommendation

Motion to approve purchase of 60 desktop computers.

Discussion

Attached is the copy of the state bid Quote from Dell Computers.

This is part of our upgrade on our technology that was in our 5 year capital plan. It is budgeted and will be funded out of the Technology fund.

Approved By

Department Head

City Manager

P. Stasiak

Initial
T. Ervin

A blue ink signature of Toni Ervin.

Date
8-19-2014

8-19-2014

**QUOTATION**

Quote #: 689157367
Customer #: 082043510
Contract #: 45ABZ
Customer Agreement #: 090701.02 MHEC
Quote Date: 08/19/2014
Customer Name: CITY OF MCALESTER

Date: 08/19/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: ADRIAN VILLALBA **PHONE:** 1800 - 6958133
Email Address: adrian_villalba@dell.com **Phone Ext:** 40156

GROUP: 1 QUANTITY: 60 SYSTEM PRICE: \$705.06 GROUP TOTAL: \$42,303.60

Base Unit	OptiPlex 3020 Minitower CTO (210-ABIW)	1
	4GB (1x4G) 1600MHz DDR3 Memory (370-AAJE)	1
	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	1
	Display Not Included (480-ABFW)	1
	Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	1
	No Wireless LAN Card (555-BBNI)	1
	500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AANO)	1
	No Media Card Reader (385-BBCR)	1
	Microsoft Office Trial, Single Language, Tablet (630-AABO)	1
	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	1
	Dell Digital Delivery Cirrus Client (340-AAUC)	1
	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex (421-5334)	1
	Thank you for buying Dell (421-9982)	1
	Dell Data Protection System Tools Digital Delivery/DT (422-0008)	1
	SW,MY-DELL,CRRS (422-0052)	1
	Visit www.dell.com/encryption (632-BBBZ)	1
	Thank you for buying Dell (632-BBCB)	1
	Adobe Reader 11 (640-BBDF)	1
	Dell Data Protection Protected Workspace (640-BBEV)	1
	Enable Low Power Mode (658-BBMQ)	1
	Waves Maxx Audio (658-BBNH)	1
	No Anti-Virus Software (650-AAAJ)	1
	Windows 7 Professional, No Media, 64-bit, OptiPlex, English (421-5606)	1
	Non-Canada Orders only (332-1286)	1
	OptiPlex 3020 Minitower Chassis w/ up to 90 Percent Efficient PSU (321-BBEM)	1
	Dell Logitech USB Optical Mouse (570-AADU)	1
	No ESTAR (387-BBCG)	1
	No Additional Network Card Selected (Integrated NIC included) (555-BBJO)	1
	16X Half Height DVD+-RW Drive (429-AAED)	1
	No Speaker, OptiPlex (520-AAAL)	1
	Thank You for Choosing Dell (555-BBNG)	1
	System Power Cord (Philippine/TH/US) (450-AAOJ)	1
	OS-Windows Media Not Included for N-Series (620-AALW)	1
	No Dell Backup and Recovery software (637-AAAM)	1
	Desktop BTO Standard shipment (800-BBIO)	1

Not Selected in this Configuration (817-BBBC)	1
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	1
Dell Limited Hardware Warranty Plus Service Initial Year (936-2417)	1
Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-6538)	1
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (939-6748)	1
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (939-7288)	1
Management Engine (340-AGMO)	1
Dell 23 Monitor - P2314H (480-ABMH)	1
OptiPlex 3020 Resource DVD (340-AGGW)	1
No Quick Reference Guide (340-ABKW)	1
Intel Core i5-4570 Processor (Quad Core, 6MB Cache, 3.2GHz, w/HD Graphics 4600) (338-BCCE)	1
Dell Data Protection Encryption Personal Edition Digital Delivery (421-9984)	1
Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 3 Year (954-3466)	1
Chassis Intrusion Switch (461-AAAZ)	1
Minitower Chassis Mainstream Heatsink (95watts) (412-AAAV)	1
Shipping Material for System, Minitower, Dell OptiPlex (340-ABVE)	1
No Accessories (461-AABV)	1
PowerDVD Software not included (632-BBBJ)	1
No Additional Hard Drive (401-AADF)	1
Regulatory Label, OptiPlex 3020 (389-BDMC)	1
Intel Core I5 Label (389-BBWP)	1

***Total Purchase Price:** **\$42,303.60**
Product Subtotal: \$42,303.60
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS

(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CITY OF MCALESTER for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at www.dell.com/servicecontracts.

All information supplied to CITY OF MCALESTER for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500.

For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information.

For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

**QUOTATION**

Quote #: 688736098
Customer #: 082043510
Contract #: WN24ACA
Customer Agreement #: WSCA B27160/OK-1946
Quote Date: 08/13/2014
Customer Name: CITY OF MCALESTER

Date: 08/14/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: ADRIAN VILLALBA
Email Address: adrian_villalba@dell.com

PHONE: 1800 - 6958133
Phone Ext: 40156

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$2,456.86

Product	Quantity	Unit Price	Total
Dell 23 Monitor - P2314H (320-9799)	14	\$175.49	\$2,456.86

***Total Purchase Price:** **\$2,456.86**
Product Subtotal: \$2,456.86
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS

(* Amount denoted in \$)

Statement of Conditions

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www.dell.com/servicecontracts.

All information supplied to CITY OF MCALESTER for the purpose of this proposal is to be considered confidential information belonging to Dell.

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McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	10
Department:	Public Works		
	John Modzelewski, Tim	Account Code:	41-5975407
Prepared By:	Adams & Toni Erwin	Budgeted Amount:	\$35,540.76
Date Prepared:	August 19, 2014	Exhibits:	1

Subject

Consider and act upon, to authorize the Mayor to sign a lease purchase agreement with John Deere pursuant to section 2-275 of the McAlester City Code, for one new and unused Loader and Excavator.

Recommendation

Staff Recommends to authorize lease purchase agreement with John Deere for Loader and Excavator.

Discussion

Attached is a sample lease purchase agreement and the amount of the lease options for the Loader and Excavator.

The amount for the Excavator based on 36 monthly payments with preventative maintenance included is \$1,140.15.

The amount for the Loader based on 60 monthly payments with preventative maintenance included is \$1,821.58.

Approved By

	Initial	Date
Department Head		8/19/2014
City Manager	P. Stasiak	8/19/2014



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last)			
CITY OF MCALESTER			
STREET or RR PO BOX 578			
CITY MCALESTER	STATE OK	ZIP CODE 74502	COUNTY PITTSBURG
PHONE NUMBER 918-423-9300		EMAIL ADDRESS toni.ervin@cityofmcalester.com	
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

DEALER NAME AND ADDRESS			
DEALER NAME YELLOWHOUSE MACHINERY			Dealer Account No. 17-7489
STREET or RR 101 EAST HWY 270			
CITY MCALESTER	STATE OK	ZIP CODE 74501	Date of Order: 8-20-14
Dealer Order No.: 50G		TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 17 General Utility	
Add purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct. 250010	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.			

EXTENDED WARRANTY IS:		LOCATION OF FIRST WORKING USE:		STATE	COUNTY CODE
<input checked="" type="checkbox"/> Accepted	<input type="checkbox"/> Rejected	(Initials) _____	County PITTSBURG	City MCALESTER	OK 121

Ultimate Uptime Package Purchased:					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Initials _____		
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JD 50G MINI EXCAVATOR C/A	2	1FF050GXXX000000	\$73,340.90
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3 YR 3000 HR FULL MACHINE WARRANTY			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ALL TT&M AND DEDUCTIBLES ARE COVERED			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FEETCARE: 3 YEAR SUBSCRIPTION INCLUDED.			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JD LINK: 3 YEAR SUBSCRIPTION INCLUDED.			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36 MONTHLY PAYMENTS- \$1,140.15			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PURCHASE OPTION - \$ 37,439.00			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(1) TOTAL CASH PRICE								\$73,340.90

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
(2) TOTAL TRADE-IN ALLOWANCE				
(3) BALANCE (1-2)				\$73,340.90
(4) SALES TAX RATE _____ %				\$0.00
(5) ADDITIONAL FEES				
(6) SUBTOTAL (3 & 4 & 5)				\$73,340.90
(7) RENTAL APPLIED				
(8) CASH WITH ORDER				
(9) BALANCE DUE (6-(7 & 8))				\$73,340.90

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade in" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/misprog/ordiesg/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.johndeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 6.0 (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) _____	CITY OF MCALESTER	Signature _____	Date 8-20-14
Purchaser (Second Signer) _____		Signature _____	Date _____
Dealer Representative _____	DANNY SARTIN	Signature _____	Date 8-20-14
Salesperson _____	GENE PERRY	Signature _____	Date 8-20-14

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: _____	Purchaser Signature: _____
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JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last)			
CITY OF MCALESTER			
STREET or RR PO BOX 578			
CITY MCALESTER	STATE OK	ZIP CODE 74502	COUNTY PITTSBURG
PHONE NUMBER 918-423-9300		EMAIL ADDRESS toni.ervin@cityofmcalester.com	
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME YELLOWHOUSE MACHINERY			Dealer Account No. 17-7489
STREET or RR 101 EAST HWY 270			
CITY MCALESTER	STATE OK	ZIP CODE 74501	Date of Order: 8-20-14
Dealer Order No. 624K		TYPE OF SALE <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 17 General Utility	
Add purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct. 250010	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected (Initials)		LOCATION OF FIRST WORKING USE: County PITTSBURG City MCALESTER		STATE OK	COUNTY CODE 121
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Ultimate Uptime Package Purchased:					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Initials			
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JD 624K LOADER 3.5 CU YD BKT	2	1DW624KXXX000000	\$160,591.88
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5 YR 5000 HR FULL MACHINE WARRANTY			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ALL TT&M AND DEDUCTIBLES ARE COVERED			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FEETCARE: 5 YEAR SUBSCRIPTION INCLUDED.			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JDLINK: 5 YEAR SUBSCRIPTION INCLUDED.			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	60 MONTHLY PAYMENTS: \$1,821.58			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PURCHASE OPTION - \$ 92,804.00			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(1) TOTAL CASH PRICE								\$160,591.88

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
(2) TOTAL TRADE-IN ALLOWANCE				
(3) BALANCE (1-2)				\$160,591.88
(4) SALES TAX RATE _____ %				\$0.00
(5) ADDITIONAL FEES				
(6) SUBTOTAL (3 & 4 & 5)				\$160,591.88
(7) RENTAL APPLIED				
(8) CASH WITH ORDER				
(9) BALANCE DUE (6-(7 & 8))				\$160,591.88

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s) plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/oroaselfor/diesel.htm>.


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TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement) are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 6.0 (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) CITY OF MCALESTER	Signature _____	Date 8-20-14
Purchaser (Second Signer) _____	Signature _____	Date _____
Dealer Representative DANNY SARTIN	Signature 	Date 8-20-14
Salesperson GENE PERRY	Signature _____	Date 8-20-14

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: _____	Purchaser Signature: _____
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JOHN DEERE
FINANCIAL

Master Lease-Purchase Agreement

Agreement No. _____

Lessee:	
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. **Security Interest Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

If the Equipment cannot be repaired or replaced, you agree to immediately pay us the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear expected.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

13. Indemnity. You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.


Agreement No.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE

By:  _____

Date:  _____

LESSOR

DEERE CREDIT, INC.
6400 NW 86TH ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.			
Master Lease Agreement No.			
Lessee: (Name & Address)			
Lessor:		DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
EQUIPMENT INFORMATION			
Year	Make	Model	Cash Price
			\$
			\$
			\$
			\$
			\$
Equipment Location		OUTSIDE city limits: <input type="checkbox"/>	
LEASE TERM			
Lease Term Start Date	Lease Term End Date	# Of Payments	Total Lease Payment
*If part of the regular scheduled lease payment			
PAYMENT TERMS		PAYMENT DUE AT SIGNING	
Due Date	1st Payment Due Date	Billing Period	Advance Lease** Payment
		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.


Lease Schedule

Lease Schedule No.	
Master Lease Agreement No.	

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE

By:  _____

Date:  _____

LESSOR

DEERE CREDIT, INC.

6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____



Lease Schedule No.

Master Lease-Purchase Agreement No.

LESSEEBy:  _____Date: **LESSOR**

DEERE CREDIT, INC.
6400 N.W. 86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date:

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) _____

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. _____ dated DD/MM/YYYY (the "Master Lease") and Lease Schedule No. _____ dated DD/MM/YYYY (the "Lease Schedule"), and entered into between CUSTOMER NAME ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.

Master Lease Agreement No.

Lessee:

(Name & Address)

Lessor:

DEERE CREDIT, INC.

6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:

Phone Number of Agency:

Mailing Address of Agency

Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:

Phone Number of Agency:

Mailing Address of Agency

Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE

By: 

Date: 

Office Use Only

Contact Date(s):

Contact Name:

Liability Insurance Company Policy #:

Liability Insurance Expiration Date

Liability Limits:

Notes:

Physical Damage Insurance Company and Policy #

Physical Damage Insurance Expiration Date

Insured Value:

Notes:

Loss Payee Deere Credit, Inc.?

☐ Yes ☐ Will Be Added

Verified By:



JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:

Total Due:

Billing Address:

Updated Billing Information:

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement
Number:

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment

Correspondence Only:

Deere Credit, Inc.
Attn: Lease Administration
PO Box 6600
Johnston, IA 50131-6600

Phone: (800) 771-0681 – select "lease" prompt
Fax: (800) 254-0020 Lease issues only

Remit Checks Payable To:

Deere Credit, Inc.
Attn: Acct. Dept. – ALP Processing
PO Box 6600
Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans

Fax **800-826-9527**

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Lease

Fax to **800-254-0020**

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility

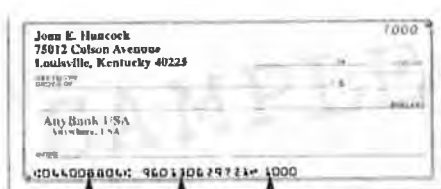
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll

Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Routing & Transit Number Checking Account Number Check Number

Sample Business Check



Check Number Routing & Transit Number Checking Account Number

JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name

John Deere Financial Account Number

Bank City & State

Name on John Deere Financial Account

Name on Bank Account

Social Security Number/Federal Tax ID

9 digit Bank Routing and Transit #

Type of Account: ☐ Checking ☐ Savings

Bank Account Number

I request Direct Pay Recurring to begin with my payment due ____/____/____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature Date

Bank Account Owner Phone Number

**Federal/State Agency
and Indian Tribe
Claim for Exemption of
State and Local Sales/Use Tax**

Purchaser

Name: _____

Address: _____

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: _____

Description of Item Being Purchased: _____

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____



McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	11
Department:	Public Works		
	John Modzelewski, Tim		
Prepared By:	Adams & Toni Erwin	Account Code:	41-5975407
Date Prepared:	August 19, 2014	Budgeted Amount:	\$48,883.56
		Exhibits:	1

Subject

Consider and act upon, to authorize the Mayor to sign a lease purchase agreement pursuant to section 2-275 of the McAlester City Code, for one new and unused Freightliner 6 Wheel Plow Truck and Freightliner 6 Wheel Dump Truck.

Recommendation

Staff recommends authorization to lease purchase the Freightliner Dump Trucks for on a 60 month payment agreement.

Discussion

Attached is a sample lease purchase agreement

The amount for the Freightliner 6 Wheel Plow Truck based on 60 monthly payments is \$2,555.73.
The amount for the Freightliner 6 Wheel Dump Truck based on 60 monthly payments is \$1,517.90.

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		8/19/2014
City Manager	P. Stasiak	8/19/2014

EQUIPMENT LEASE-PURCHASE AGREEMENT

By and between

**«LessorName»
as Lessor**

and

**«LesseeName»
as Lessee**

Dated as of «DateLease»

EQUIPMENT LEASE-PURCHASE AGREEMENT

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of «DateLease», and entered into between «LessorName», «LessorStreet», «LessorCity», «LessorState», «LessorZip» ("Lessor") and «LesseeName», «LesseeStreet», «LesseeCity», «LesseeState», «LesseeZip» ("Lessee"), a political subdivision duly organized and existing under the laws of the State of «StateofLessee» ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and WHEREAS, Lessee is authorized under the Constitution and laws of the State of «StateofLessee» to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of «StateofLessee».

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in «StateofLessee» Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.
- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.
- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder. **Section**

3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to

deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. Title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions

thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTURER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR

THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendors' Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.

- (a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its

application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.
- (c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; (v) the applicable Purchase Price of the Equipment and
- (d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

Section 12.05. Force Majeure. If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or

death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

«LessorName»

By: _____

Print Name: «LessorSignature»

Title: «LessorTitle»

LESSEE

«LesseeName»

By: _____

Print Name: «LesseeSignature»

Title: «LesseeTitle»

(SEAL)

ATTEST:

By: _____

Print Name: Kelli Langley

Title: Notary Public

(SEAL)

ATTEST:

By: _____

Print Name: «AttestSignature»

Title: «AttestTitle»

EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated «DateLease» Between «LessorName» as Lessor and «LesseeName» as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

Qty.

Description

1

«EquipmentDescription»

Together with all accessions, additions and attachments thereto.

The Equipment is located at: «EquipmentLocation»

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationery of «LesseeName», a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

«LesseeName»

By: _____
«LesseeSignature»

Title: «LesseeTitle» _____

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT

LEASE NO.

Dated «DateLease» Between «LessorName» as Lessor and «LesseeName» as Lessee.

RENTAL PAYMENT SCHEDULE

Final payment may vary due to the actual date payments were received.

«LesseeName»

By: _____
«LesseeSignature»

Title: «LesseeTitle» _____

EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

«LessorName»

«LessorStreet»

«LessorCity», «LessorState» «LessorZip»

Re: Equipment Lease-Purchase Agreement, dated [REDACTED] (the "Agreement") between [REDACTED] ("Lessor") and [REDACTED] ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

Equipment Description: «EquipmentDescription»

«LesseeName»

By: _____
«LesseeSignature»

Title: «LesseeTitle» _____

EXHIBIT D TO EQUIPMENT LEASE-PURCHASE AGREEMENT

OPINION OF COUNSEL (On Counsel's Letterhead)

«LessorName»
«LessorStreet»
«LessorCity», «LessorState» «LessorZip»

As counsel for the «LesseeName» ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated «DateLease», by and between Lessee and «LessorName» ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of «StateofLessee» the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: _____

Printed Name: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated «DateLease» Between «LessorName» as Lessor and «LesseeName» as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the «LesseeName» and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____ to _____

Dated: _____

By: _____
«AttestSignature»

Title: _____

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated «DateLease» Between «LessorName» as Lessor and «LesseeName» as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the «LesseeName» (the "Lessee") held on «DateLease», the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of «EquipmentDescription» (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with «LessorName» as Lessor and «LesseeName» as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from «LessorName» dated «ProposalDate», presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

«LesseeSignature», «LesseeTitle»

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the «CalendarYear» calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

«AttestSignature»

Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated «DateLease» Between «LessorName» as Lessor and «LesseeName» as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

Equipment Description: «EquipmentDescription»

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$300,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated «DateLease» Between «LessorName» as Lessor and «LesseeName» as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the «LesseeName» as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the «CalendarYear» calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: «LesseeName»

By: _____
«LesseeSignature»

Title: «LesseeTitle» _____

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: _____

Name of Lessee: _____

Street/P.O. Box _____

City, State, Zip _____

Equipment Lease-Purchase Agreement between «LessorName» as Lessor and «LesseeName» as Lessee dated «DateLease»

Equipment Description: «EquipmentDescription»

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: _____

Phone Number () _____

WELCH STATE BANK



Member F D I C

P.O. Box 129
396 S. Commercial
Welch, Ok 74369
PH. 918-788-3373
FAX 918-788-3364

Revised 8-1-14

DATE: July 30, 2014

TO: Erick Fairchild, Tulsa Freightliner

FROM: Sherri Mount, Welch State Bank

REF: City of McAlester

EQUIP: Freightliner 6 Wheel Plow Truck

COST	#PMTs	PAYMENT	RATE
\$141,710.00	36M	\$4,104.56	2.63%
\$141,710.00	60M	\$2,555.73	3.08%

This quote is good for 30 days.

First payment due in 30 days.

Quote is subject to credit approval.

\$200.00 doc fee is included in proposal.

This quote is given for a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, if this is not a "qualified tax-exempt obligation" rate(s) will be higher.

ATC FREIGHTLINER GROUP
 dba; Tulsa Freightliner - Western Star
 5104 West 60th Tulsa Oklahoma 74107-8816
 (800) 725-5312 (918) 445-5300



CUSTOMIZED PRODUCT PRICING SUMMARY

END USER: **CITY MCALESTER**
 CONTACT: **TIM ADAMS**
 PHONE: **(918) 421-1010**
 FAX: _____
 EMAIL: _____

ATC REP: **ERICK FAIRCHILD**
 DIRECT LINE: **(918) 447-4005**
 MOBILE: **(918) 906-1286**
 FAX: **(918) 844-5538**
 EMAIL: **efairchild@atcfreightliner.com**

CONTRACT NAME
MED DUTY TRUCK 33,000#

DATE
6/5/2014

PRODUCT DESCRIPTION
6 WHEEL DUMP/PLOW TRUCK

BID SERIES
SW035/SW106/SW500

A. BASE PRICE
\$67,736.00

B. PUBLISHED OPTIONS (Itemized Below)

CODE	DESCRIPTION	BID PRICE
1	FRONT PTO/FRAME EXTENSION	3,318.00
2	INCREASE FRAME TO 120K PSI	1,221.00
3	ADD SNOW PLOW LIGHTING	143.00
4	23000# REAR AXLE/SPRINGS	5,945.00
5	HIGH CAP AIR FILTER/SNOW	766.00
6	ADD FRONT TOW HOOKS	64.00
7	VERTICLE EXHAUST	548.00
8	TIRE INFLATION KIT	114.00
9	DEDUCT PWR MIRRORS	(120.00)
10	ADD TILT AND TEL WHEEL	338.00
11		
12		
13		
14		
15		

CODE	DESCRIPTION	BID PRICE
16	HYDRAULIC SYSTEM	12,190.00
17	LOAD SENSING PUMP	1,644.00
18	INSTALL 6-8 YD DUMP	8,216.00
19	UPGRADE HOIST	678.00
20	INSTALL STROBES	1,444.00
21	INSTALL AIR TAILGATE	313.00
22	INSTALL PINTLE HITCH	1,423.00
23	INSTALL ELECT TARP	1,316.00
24	INSTALL PLOW	7,767.00
25	LABOR TO INSTALL PLOW	1,728.00
26	PLOW LIGHTS	494.00
27	SS SPREADER	8,341.00
28	TOP GRATES	778.00
29	LIGHT GROUP AND GREASE FITTG	695.00
30	LABOR TO INSTALL	933.00

TOTAL OF PUBLISHED OPTIONS: **\$60,297.00**

C. OFF- MENU OPTIONS

CODE	DESCRIPTION	BID PRICE
1	CHANGE TO 16000# FRONT	1,909.00
2	DISCOUNT 29% FROM LIST	(554.00)
3	CHANGE TO 16000# SPRINGS	1,094.00
4	DISCOUNT 29% FROM LIST	(318.00)
5	CHANGE TO 370HP/1250 TQ DD13	12,031.00
6	DISCOUNT 29% FROM LIST	(3,489.00)
7	NOTE: REQUIRES 114 HOOD	

CODE	DESCRIPTION	BID PRICE
8	DISCOUNT FROM LIST (SNOW)	(1,548.00)
9	TIRES FOR 16000# FRONT	307.00
10	DISCOUNT FROM LIST (SNOW)	(90.00)
11	5 YR/100 ENGINE WARRANTY	2,450.00
12	5 YR/100 TRANSMISSION WARRANTY	485.00
13	5 YR/100 COOLING WARRANTY	600.00
14	5 YR/100 TOWING WARRANTY	800.00

TOTAL OF OFF- MENU OTPTIONS: **\$13,677.00**

D. CONTRACT PRICE ADJUSTMENT:

E. DELIVERY CHARGES:

Miles: @ Per Mile

F. TOTAL OF A, B, C, D, E:

G. QUANTITY ORDERED:

H. ADMINISTRATIVE FEE:

I. NON-EQUIPMENT CHARGES & CREDITS:

J. TOTAL PURCHASE PRICE INCLUDING FEES, CHARGES, & CREDITS:

\$0.00

\$141,710.00

\$0.00

\$0.00

WELCH STATE BANK



Member F D I C

P.O. Box 129
396 S. Commercial
Welch, Ok 74369
PH. 918-788-3373
FAX 918-788-3364

DATE: July 30, 2014

TO: Erick Fairchild, Tulsa Freightliner

FROM: Sherri Mount, Welch State Bank

REF: City of McAlester

EQUIP: Freightliner 6 Wheel Dump Truck

COST	#PMTs	PAYMENT	RATE
\$84,099.00	36M	\$2,438.31	2.63%
\$84,099.00	60M	\$1,517.90	3.08%

This quote is good for 30 days.
First payment due in 30 days.
Quote is subject to credit approval.
\$200.00 doc fee is included in proposal.

This quote is given for a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, if this is not a "qualified tax-exempt obligation" rate(s) will be higher.

ATC FREIGHTLINER GROUP
 dba; Tulsa Freightliner - Western Star
 5104 West 60th Tulsa Oklahoma 74107-8816
 (800) 725-5312 (918) 445-5300



CUSTOMIZED PRODUCT PRICING SUMMARY

END USER: **CITY OF MCALESTER**
 CONTACT: **TIM ADAMS**
 PHONE: _____
 FAX: _____
 EMAIL: _____

ATC REP: **ERICK FAIRCHILD**
 DIRECT LINE: **(918) 447-4005**
 MOBILE: **(918) 906-1286**
 FAX: _____
 EMAIL: **efairchild@atcfreightliner.com**

CONTRACT NAME

STATEWIDE MED DUTY TRUCK

DATE

6/9/2014

PRODUCT DESCRIPTION

33,000# GVW TRUCK CHASSIS

BID SERIES

SW035T

A. BASE PRICE

\$67,736.00

B. PUBLISHED OPTIONS (Itemized Below)

CODE	DESCRIPTION	BID PRICE
1	HIGH CAPACITY AIR CLEANER	360.00
2	DEDUCT PWR MIRRORS	(120.00)
3	TOW HOOKS	64.00
4	BENCH PASS SEAT	(6.00)
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CODE	DESCRIPTION	BID PRICE
16	5 YD DUMP	8,216.00
17	STROBES	1,444.00
18	AIR TAILGATE	313.00
19	ELECT TARP	1,316.00
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

TOTAL OF PUBLISHED OPTIONS: \$11,587.00

C. OFF- MENU OPTIONS

CODE	DESCRIPTION	BID PRICE
1		
2		
3		
4		
5	CHANGE TO 23,000# SUSPENSION	622.00
6	DISCOUNT 29% FROM LIST	(181.00)
7		

CODE	DESCRIPTION	BID PRICE
8	ENGINE WARRANTY	2,450.00
9	TRANSMISSION WARRANTY	485.00
10	COOLONG AND WIRING	600.00
11	TOWING	800.00
12		
13		
14		

TOTAL OF OFF- MENU OTPTIONS: \$4,776.00

D. CONTRACT PRICE ADJUSTMENT:

E. DELIVERY CHARGES:

Miles: _____ @ _____ Per Mile

\$0.00

F. TOTAL OF A, B, C, D, E:

\$84,099.00

G. QUANTITY ORDERED:

\$0.00

H. ADMINISTRATIVE FEE:

I. NON-EQUIPMENT CHARGES & CREDITS:

J. TOTAL PURCHASE PRICE INCLUDING FEES, CHARGES, & CREDITS:

\$0.00



McAlester City Council

AGENDA REPORT

Meeting Date:	August 26, 2014	Item Number:	12
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	
Date Prepared:	August 19, 2014	Exhibits:	1

Subject

Consider and act upon, a resolution amending the pay plan to reflect the changes to Dispatch positions, titles and pay grades.

Recommendation

Staff recommends motion to approve resolution amending the City's Non-Uniform Pay Plan to reflect the changes to Dispatch positions, titles and pay grades.

Discussion

The purpose of this Resolution is to make the City of McAlester more competitive with other local employers. The turn over in the Dispatcher position is costly to the City of McAlester. It is our intent with this Resolution to try to solve this costly problem. We are creating a Dispatcher I position that will still start out at the 115 Step for the training and probationary period. In 6 months with a good evaluation, the Dispatcher will move to a Dispatcher II on a level of Step 117-5. Dispatcher III will be established on Step 120. Dispatch Supervisor moves to Step 122.

We have attached a summary sheet of the level of experienced Dispatchers, the breakdown of the placement on the new Steps, and the dollar amount of the increases.

Approved By

Department Head

City Manager

P. Stasiak

Initial
T. Ervin

A blue ink signature, likely of Toni Ervin, written over a horizontal line.

Date

8/19/2014

8/19/2014

Resolution No. _____

**A RESOLUTION AMENDING THE OFFICAL PAY PLAN FOR THE
NON-UNIFORM EMPLOYEES OF THE CITY OF MCALESTER,
OKLAHOMA**

.....
WHEREAS, the City Council of the City of McAlester, Oklahoma adopted the official pay plan for non-uniform employees of the City, and;

WHEREAS, amendments made to such plan must receive approval of the City Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF MCALESTER, OKLAHOMA;**

SECTION 1. That the non-uniform pay plan shall be amended to reflect the additional Title positions and pay grades, Dispatcher I, Dispatcher II, and Dispatcher III, Dispatch Supervisor.

SECTION 2. Dispatcher I position will be on Step 115. Dispatcher II will be on Step 117. Dispatcher III will be on Step 120. Dispatch Supervisor will be on Step 122.

SECTION 3. To the extent of any conflict with this resolution, all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of _____, 20____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

SALARY SURVEY RESULTS FOR MCALESTER

Respondent	Matching Title	Min	Max	MFRP
	Probationary			
OHP	Comm. Dispatcher	26,758.00	42,967.00	35,074.00
Pittsburg County	Dispatcher	24,000.00	32,000.00	32,000.00
		25,379.00	37,483.50	33,537.00
City of McAlester	Police Dispatcher	25,492.00	37,577.00	26,422.00
O-Net	Police Dispatcher	17,400.00	36,200.00	25,200.00

Bottom dollar hire in (based on experience) is \$2,000 mo./\$11.54 hr/ \$24,000 year. If they have some experience the county will bump them them up a little bit but the max they can make is \$2,700 mo./\$15.58 hr/ 32,400 a year.

No step increases, no cola increases, they only have county raises and that only happens when the whole county gets a raise. No shift differential, no lunch, can take a break (smoke, bathroom, etc.) only when it is slow. They have 2 -12 hour shifts. Bas

RECOMMENDATION:

Reclass from:

	Current grade	Proposed grade	
(Police Dispatcher)	115-1		
	25,491.68		

(Dispatcher I)	D.O.H	115-1	117-5	Difference of	Off Probation
3 Employees	04/16/14	25,491.68	29,126.24	3,634.56	10/16/14
	06/09/14	25,491.68	29,126.24	3,634.56	12/09/14
	07/01/14	25,491.68	29,126.24	3,634.56	01/01/15

Employees will move to 117-5 when off probation and up to a possible 5% increase based on their performance evaluation in 6 months after the 117-5 increase and then again in 6 months until they are up to the county pay scale of \$32,400 as the budget allows

(Dispatcher II)		115-2	117-5	
1 Employee	01/06/14	25,491.68	29,126.24	3,634.56

Employee will get up to an additional possible 5% increase based on their performance evaluation in 6 months and then again in 6 months until they are up to the county pay scale of \$32,400 as the budget allows

(Dispatcher II)		115-3	117-8	
2 Employees		25,968.80	30,137.83	4,169.03
		25,968.80	30,137.83	4,169.03

Employees will get up to an additional possible 5% increase based on their performance evaluation in 3 months and then again in 3 months until they are up to the county pay scale of \$32,400 as the budget allows

(Dispatcher II)		115-5	117-11	
3 Employees		26,422.00	31,051.04	4,629.04
		26,422.00	31,051.04	4,629.04
		26,422.00	31,051.01	4,629.01

Employees will get up to a additional possible 5% increase based on performance evaluation in 3 months and then again in 3 months until they are up to the county pay scale of \$32,400 as the budget allows

(Dispatcher III)		115-10	120-6	
2 Employees		27,893.00	34,206.45	6,313.45

		115-28	120-9	
		33,347.00	35,242.94	1,895.94

Employee will get up to an additional possible 5% increase based on their performance evaluation in 3 months as the budget allows

Dispatch Supervisor		118-31	122-15	
1 Employee		39,990.00	41,241.74	1,251.74

TOTAL COMPENSATION FOR ALL THE ABOVE	\$46,224.52
---	--------------------

TOTAL COMPENSATION LESS EMPLOYEES STILL ON PROBATION	46,224.52
---	------------------

Job Title Change:	Grade
Dispatcher I	115
Dispatcher II	117
Dispatcher III	120
Dispatch Supervisor	122



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 26, 2014</u>	Item Number:	<u>13</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 19, 2014</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with EST, Inc., for Construction Management Services related to CIP#2 which includes a segment of A Street between Miami Avenue and Comanche Avenue, and a portion of Sixth Street between Jefferson Avenue and Monroe Avenue.

Recommendation

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with EST, Inc. to provide Construction Management Services related to CIP#2 which includes a segment of A Street between Miami Avenue and Comanche Avenue, and a portion of Sixth Street between Jefferson Avenue and Monroe Avenue. The total fee to perform these services is a lump sum amount of \$149,000.

Discussion

This agreement will allow the consultant to provide Construction Management Services related to CIP#2 along a segment of A Street between Miami Avenue and Comanche Avenue, and a portion of Sixth Street between Jefferson Avenue and Monroe Avenue. These services include engineering oversight, daily onsite observation, documentation, estimate preparation and review, audit and testing services.

Approved By


	<i>Initial</i>	<i>Date</i>
Department Head	JCM	08/19/14
City Manager	P. Stasiak 	08/19/14

EXHIBIT A

SCOPE OF SERVICES

Upon receipt of the CONSULTANT's Notice to Proceed, the Consultant shall perform (but not limited to) the following duties:

1. Provide general duties and functions of construction observation using the CITY'S approved forms and format.
2. Review the construction schedule prepared by the contractor for compliance with the contract documents and provides recommendations to the CITY concerning its acceptability.
3. Conduct all pre-construction and construction conferences and meetings concerning the Project.
4. Maintain a file of all construction documents.
5. Serve as CITY liaison with the contractor.
6. Review and/or submit to the designer shop drawings and other submissions from the contractor, record said data, maintain a file of the drawings and submissions and check construction for compliance with the drawings.
7. Review and approve the contractor's quality control plan.
8. Observe field tests, which are required by the quality control plan, record and report to the CITY any data relative to the field tests that show non-compliance.
9. Conduct on-site observations of the work for compliance in accordance with the contract plans and specifications.
10. Accompany visiting personnel representing public or other agencies who have jurisdiction over the Project, record the findings of these visits and report same to the CITY.
11. If necessary transmit to the contractor the CITY'S interpretations of the contract documents.
12. Consider and evaluate the contractor's suggestions for modifications of the plans or specifications and make recommendations to the CITY.
13. Conduct quality assurance materials testing as required.
14. Maintain at the job site orderly files for correspondence, reports, photographs, shop drawings and other submissions, prints of original contract documents including all addenda, change orders, progress reports and any other related data.
15. Keep a daily observation report noting hours on the project site, weather conditions, list of visitors, number of men and equipment working, contractor daily activities, daily testing and test reports received. These shall be submitted to the CITY weekly.
16. Prepare the monthly application for payment with the contractor for compliance with established procedures for submission and forward with recommendation to the CITY.

17. Assist in the preparation of change orders, supplemental agreements, force account documentation and other similar items necessary to properly document changed conditions or modified construction activities. These documents will be developed in accordance with the format approved by the CITY.
18. Prior to final inspection, submit to the contractor a list of observed items requiring correction.
19. Attend the final inspection with CITY personnel and others and prepare a final punch list of items requiring correction.
20. Verify that all items on the final punch list have been corrected and make recommendations to the CITY concerning final acceptance.
21. Maintain a set of drawings on which authorized changes are noted and delivered to the CITY at the completion of the project for "As Constructed Drawings".
22. Review all payment applications to determine whether payments to vendors were proper, reasonable, and made in compliance with CITY policies and procedures.
23. Assist the CITY'S Design Engineer in the production of As-Built Drawings.

EXHIBIT B
FEE PROPOSAL

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into as of the 19th day of August, 2014 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "CITY") and EST, Inc., an Oklahoma-based comprehensive engineering firm (herein the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with Construction Management Services for CIP#2, which includes a portion of A Street between Miami Avenue and Comanche Avenue, and a portion of Sixth Street between Jefferson Avenue and Monroe Avenue (herein the "Project") prepared, and

WHEREAS, the services of a competent professional engineering consultant will be required for surveys, engineering design, preparation of construction plans and other related services for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work in the form attached hereto and made a part hereof as **Exhibit A** (herein the "Scope of Services"), and

WHEREAS, the CONSULTANT has submitted a Fee Proposal for the aforesaid work in the "Proposed Fee" attached hereto and made a part hereof as **Exhibit B** (herein the "Compensation"), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

1.01. Services. The CONSULTANT shall perform those services enumerated in the Proposal. The CITY shall pay the CONSULTANT in accordance with the terms of the Proposal. If so specified in the Proposal, the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

7.00 ESTIMATES

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions except with regard to the CONSULTANT'S services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry.

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

In the event that the lowest bid received by the CITY is greater than the CITY'S budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.

9.00 COMPLIANCE WITH LAWS

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

10.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT'S services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT'S services rendered hereunder.

11.00 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, specifications, intellectual property, and data or programs stored electronically, prepared by CONSULTANT in connection with the provision of professional services under this Agreement shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way whatever in its use of such material.

12.00 CONFERENCES AND VISITS TO SITE

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

13.00 CONSULTANT'S ENDORSEMENT

The CONSULTANT'S seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

14.00 CONTROL

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

15.00 REVISIONS OF PLANS

It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses. However, in the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, the CONSULTANT will make the necessary revisions as required by the CITY and shall be paid additional compensation as outlined in the Paragraph 2.00 herein, provided that such changes are not required due to any error or omission by the CONSULTANT.

16.00 DELAYS AND EXTENSIONS

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY'S sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT'S control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT'S work. It is agreed that no extension of time will be valid without the CITY'S prior written consent, and no such consent is assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT'S performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT'S work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY'S rights or remedies for the CONSULTANT'S default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the CITY'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

17.00 REIMBURSEMENT FOR EXPENSES

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

18.00 CLAIMS, LIABILITY AND INDEMNITY

18.01. Claims. The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from negligence of the CONSULTANT, its agents, servants, and employees in connection with the prosecution and completion of the work covered by this Agreement.

18.02. Indemnity. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any damages, losses, liability, expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the acts, errors, or omissions of the CONSULTANT, its agents, servants and employees in the performance of this Agreement.

18.03 Insurance. During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- (5) Errors and Omissions Insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate

CONSULTANT shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY.

19.00 EQUAL EMPLOYMENT OPPORTUNITY

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for

employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY, setting forth the provisions of this non-discrimination clause. The CONSULTANT shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

21.00 MISCELLANEOUS PROVISIONS

21.01. Waiver. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21.02. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect.

21.03. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.

21.04 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.

21.05. Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of Articles 1.00, 6.00, 11.00, 18.00 and 21.00 shall survive.

21.06. Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

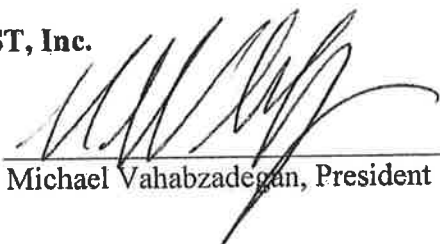
[Signatures to Follow on Next Page]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF McALESTER

By: _____
Steve Harrison, Mayor

EST, Inc.

By:  _____
Michael Vahabzadegan, President

615 N. Hudson, Suite 300
Oklahoma City, OK 73102

Telephone Number:
(405) 815-3600

Facsimile Number:
(405) 815-4080

ATTEST:

By: _____
City Clerk

EXHIBIT A

SCOPE OF SERVICES

Upon receipt of the CONSULTANT's Notice to Proceed, the Consultant shall perform (but not limited to) the following duties:

1. Provide general duties and functions of construction observation using the CITY'S approved forms and format.
2. Review the construction schedule prepared by the contractor for compliance with the contract documents and provides recommendations to the CITY concerning its acceptability.
3. Conduct all pre-construction and construction conferences and meetings concerning the Project.
4. Maintain a file of all construction documents.
5. Serve as CITY liaison with the contractor.
6. Review and/or submit to the designer shop drawings and other submissions from the contractor, record said data, maintain a file of the drawings and submissions and check construction for compliance with the drawings.
7. Review and approve the contractor's quality control plan.
8. Observe field tests, which are required by the quality control plan, record and report to the CITY any data relative to the field tests that show non-compliance.
9. Conduct on-site observations of the work for compliance in accordance with the contract plans and specifications.
10. Accompany visiting personnel representing public or other agencies who have jurisdiction over the Project, record the findings of these visits and report same to the CITY.
11. If necessary transmit to the contractor the CITY'S interpretations of the contract documents.
12. Consider and evaluate the contractor's suggestions for modifications of the plans or specifications and make recommendations to the CITY.
13. Conduct quality assurance materials testing as required.
14. Maintain at the job site orderly files for correspondence, reports, photographs, shop drawings and other submissions, prints of original contract documents including all addenda, change orders, progress reports and any other related data.
15. Keep a daily observation report noting hours on the project site, weather conditions, list of visitors, number of men and equipment working, contractor daily activities, daily testing and test reports received. These shall be submitted to the CITY weekly.
16. Prepare the monthly application for payment with the contractor for compliance with established procedures for submission and forward with recommendation to the CITY.

17. Assist in the preparation of change orders, supplemental agreements, force account documentation and other similar items necessary to properly document changed conditions or modified construction activities. These documents will be developed in accordance with the format approved by the CITY.
18. Prior to final inspection, submit to the contractor a list of observed items requiring correction.
19. Attend the final inspection with CITY personnel and others and prepare a final punch list of items requiring correction.
20. Verify that all items on the final punch list have been corrected and make recommendations to the CITY concerning final acceptance.
21. Maintain a set of drawings on which authorized changes are noted and delivered to the CITY at the completion of the project for "As Constructed Drawings".
22. Review all payment applications to determine whether payments to vendors were proper, reasonable, and made in compliance with CITY policies and procedures.
23. Assist the CITY'S Design Engineer in the production of As-Built Drawings.



Comprehensive Engineering Services

Exhibit B

1905 N. 13th, Suite A
McAlester, Oklahoma 74501
P (918) 423.4877 F (918) 429.0200

August 14, 2014

City of McAlester
28 E. Washington
McAlester, OK 74501

Attn: John Modzelewski

**Re: Construction Management Services
2013 Street Reconstruction Program_Project No. 2
A Street between Miami Avenue and Comanche Avenue
Sixth Street between Jefferson Avenue and Monroe Avenue**

EST, Inc. is pleased to submit the following proposal in response to your request to provide construction inspection, materials testing and certified lab technician services on the above referenced contract.

EST, Inc. has prepared a Fee Proposal based upon the following:

- 1) Comprehensive construction management services in accordance with ODOT's current Construction Management contract requirements, which includes:
 - Professional Engineering oversight
 - Project Management
 - Daily On-Site Inspection
 - Contract Administration
 - Estimate Preparation and Review
 - Audit
 - Materials Sampling and Testing Services

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 mike@estinc.net.

Respectfully,

Michael Vahabzadegan, P.E.

Enclosures: Notice to Proceed
Fee Proposal

Colorado

Oklahoma

Texas



Comprehensive Engineering Services

1905 N. 13th, Suite A
McAlester, Oklahoma 74501
P (918) 423.4877 F (918) 429.0200

NOTICE TO PROCEED

To: John Modzelewski

City of McAlester
28 E. Washington
McAlester, OK 74501

Re: Construction Management Support Services
(Estimate based on 180 Days to Substantial Completion and 220 Days to Final Completion.)

— **Comprehensive Construction Management Services**

A Street – Lump Sum \$96,200.00

Construction Management - \$68,250

Materials Testing - \$21,450

Audit Services – \$6,500

Sixth Street – Lump Sum \$52,800.00

Construction Management - \$36,750

Materials Testing - \$11,550

Audit Services - \$4,500

By: _____
Signature

Name (Please Print)

For: _____
Name and Address of Firm if different than addressed

Date: _____

Colorado

Oklahoma

Texas



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2014 **Item Number:** 14
Department: Public Works / Airport
Prepared By: John C. Modzelewski, P.E., CFM **Account Code:** _____
Date Prepared: August 19, 2014 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign Supplemental Agreement No. 1 to Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration.

Recommendation


Motion to approve authorizing the Mayor to sign Supplemental Agreement No. 1 to Lease Agreement No. DTFACN-13-L-00151.

Discussion

Attachment: Lease Agreement No. DTFACN-13-L-00151.

On August 22, 2013, the Airport Manager and the Public Works Director met with a representative of the FAA to discuss the option of moving the FAA communications system to a building near the current FAA building. It was determined that it would be feasible to move the communications system but it would take some time. This proposed lease would allow the FAA to schedule the necessary move of the communications system. If the lease is not renewed, on August 27, 2013, the FAA will terminate the communications system at the McAlester Regional Airport on September 3, 2013.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	08/19/14
City Manager	J. Stasiak 	08/19/14



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

Sent for legal review
on Date: 8-4-14
For City Council Meeting
Date: 8-26-14

2601 Meacham Blvd.
Fort Worth, Texas 76137

JUL 02 2014

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

City of McAlester
Attn: Mr. John Modzelewski
City Manager
1st and Washington
McAlester, Ok 74502

Dear Mr. Modzelewski:

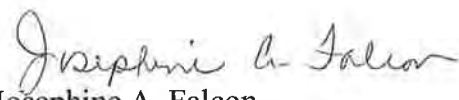
Subject: Supplemental Agreement #1
Lease No. DTFACN-13-L-00151
FAA Equipment Space
McAlester, Oklahoma

The Federal Aviation Administration's (FAA) Lease No. DTFACN-13-L-00151 providing space for FAA equipment in a building located at 102 Airport Rd., McAlester, OK 74501, expires by its terms on September 30, 2014. The FAA has an ongoing need to occupy the premises and this equipment directly supports airport operations.

Enclosed are two copies of Supplemental Agreement No. 1 to Lease No. DTFACN-13-L-00151 for an additional 5-year term period. As stated in the lease, the rental consideration will remain the same.

Please have both copies signed and dated, have the Municipal Certificate completed and return all copies in the enclosed postage paid envelope. When received, a fully executed copy will be returned to you for your records. If you require additional information, please contact me at 817-222-4362 or via email at josie.a.falcon@faa.gov.

Sincerely,


Josephine A. Falcon
Real Estate Contracting Officer

Enclosure (2)

Sent for legal review
on Date: 8-4-14
For City Council Meeting
Date: 8-26-14

U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL
AGREEMENT NO. 1

DATE

**SUPPLEMENTAL LEASE
AGREEMENT**

TO LEASE NO.

DTFACN-13-L-00151

ADDRESS OF PREMISES: Approximately 280 square feet of rentable space for installed Government-owned equipment in a building located at 102 Airport Road, Room 113, McAlester, OK 74501, McAlester Municipal Airport, McAlester, Oklahoma

THIS AGREEMENT, made and entered into this date by and between CITY OF MCALESTER, OKLAHOMA whose interest in the property hereinafter described is that of owner, hereby referred to as LESSOR, and the UNITED STATES OF AMERICA, hereinafter referred to as the GOVERNMENT OR FAA:

WHEREAS, on September 30, 2013, the City of McAlester and the Government entered into Lease No. DTFACN-13,-L-00151 for the consideration and purpose more particularly stated in said lease; and

WHEREAS, said lease will expire September 30, 2014 and the Government has a continuing need for the leased premises; and

WHEREAS, the parties hereto desire to extend the above Lease for an additional 5-year term at same rental rate; and

WHEREAS, the Government is required to amend the above lease to add the Holdover clause and update the clauses by reference due to current policy and mandatory clauses.

NOW THEREFORE, effective October 1, 2014 these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

a. Delete Articles 3 and 11.g. in their entirety and substitute with the following:

3. TERM (1/01) – To have and to hold, for the term commencing on October 1, 2013 and continuing through September 30, 2019 inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

11.g. The following clauses are incorporated by reference: The full text of these clauses can be found in Standard Space Lease Form via the Internet at <http://fast.faa.gov>

ANTI-KICKBACK (10/96)

ASSIGNMENT OF CLAIMS (10/96)

CERTIFICATION OF REGISTRATION IN SAM – REAL PROPERTY (1/13)

COMPLIANCE WITH APPLICABLE LAWS (10/96)

CONTRACTOR IDENTIFICATION NUMBER “DATA UNIVERSAL NUMBERING SYSTEM” (DUNS) NUMBER

COVENANT AGAINST CONTINGENT FEES (8/02)

DEFAULT BY LESSOR
EXAMINATION OF RECORDS (10/96)
INSPECTIONS (10/96)
LESSOR'S SUCCESSORS (10/96)
NO WAIVER (10/96)
OFFICIALS NOT TO BENEFIT (10/96)
PAYMENT BY ELECTRONIC FUND TRANSFER (1-13)
SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (1/14)
SYSTEM FOR AWARD MANAGEMENT (SAM) (1/13)

b. Add Article 12 as follows:

12. HOLDOVER - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor ☒ is, ☐ is not required to sign this document and return 2 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

CITY OF MCALESTER

BY: _____ Date: _____

(Title)

UNITED STATES OF AMERICA

Date: _____

Josephine A. Falcon
Real Estate Contracting Officer

MUNICIPAL CERTIFICATE

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, _____, (name) certify that I am the _____
(title) of the _____ named in the foregoing agreement, that
_____, who signed said agreement on behalf of
said Public authority and was then _____ of that Public Authority and said
agreement was duly signed for and in behalf of said _____
by authority of its governing body, and is within the scope of its powers.

Dated this _____ day of _____, in the year 2014.

(Signature)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595



McAlester City Council

AGENDA REPORT

Meeting Date: 08/26/2014
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 08/19/2014

Item Number: 15
Account Code: _____
Budgeted Amount: _____
Exhibits: 0

Subject

Presentation "Operation Playing with Fire" by McAlester Fire Department.

Recommendation

Presentation by Fire Chief Brett Brewer.

Discussion

Presentation by Fire Chief Brett Brewer highlighting the "Operation Playing with Fire" exercise that was conducted on August 2, 2014.

Approved By

Department Head
City Manager

B Brewer
P. Stasiak

Initial
BB

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

Date
08/18/2014
08/19/2014

City Manager Report to the Council

August 26, 2014

Business:

- The City has received final sales tax numbers for the period June 16, 2014 through July 15, 2014. The final sales tax number to be received from the Oklahoma Tax Commission is \$1.119M. The budgeted number for this period is \$1.158M or \$39K under budget. The City continues to experience a rebound in the economy as indicated by the increase in sales tax. This is our fifth month of receiving a higher sales tax reimbursement from the previous year.
- Water sales, district water sales, sewer and garbage sales for the month of July 2014 equaled \$722K. The budgeted sales for July is \$725K. These numbers have not been seasonally adjusted.
- The reconstruction of the Shawnee to McAlester railroad continues to move forward. As previously reported, this is a consortium of private business and municipalities located along this railroad line. The reconstruction of this rail line would provide an east/west transportation route. The Union Pacific Railroad has agreed to lease the rail line to the AOK Railroad. In a recent meeting at the Governor's office in Oklahoma City, Governor Fallin agreed that this line needs to be reconstructed to promote Economic Development.
- On July 31, 2014 the City of McAlester experienced a rain storm of unprecedented proportions. Depending where in the City, approximately 4 – 6 six inches of rain fell. Several problems occurred during the storm, but for all the City survived very well. A section of our concrete drainage canal wall separated from the bank and will need to be replaced. This 120 foot section of wall has an estimated cost of \$128K to repair. New Baker Road off Highway 270 was washed out at the creek crossing. The repairs are being made in house with our Street Department and total cost to repair will be around \$30K. The County Commissioners did declare the County emergency and these repairs will be submitted with any County expenses and repairs for consideration.

- The City Manager Association of Oklahoma held its summer conference in Guthrie Oklahoma, July 16 – 18. At this meeting I was re-appointed to another two year term to serve as District Representative for District 2. I am honored to be the District Representative for Southeast Oklahoma.
- I have attached for your review an article written about Dura-Line Corporation. Dura-Line has a manufacturing facility at the Steven Taylor Industrial Park. In an article written in Plastic News on Monday, Mexico based Mexichem has agreed to purchase Dura-Line.

Community & Economic Development Department:

- Report Attached, Exhibit “A”
 - Building Permit Report
 - Code Violation Report

Economic Development Department:

- Report Attached, Exhibit “B”

Public Works Department:

- Report Attached, Exhibit “C”
 - Water Treatment Plant – Severn Trent

Community Services Department:

- Report Attached, Exhibit “D”

Tourism Department:

- Report Attached, Exhibit “E”

Finance Department:

- Report Attached, Exhibit “F”

Personnel:

- Report Attached, Exhibit “G”

Police Department:

- Report Attached, Exhibit “H”

City Clerk Department:

- Report Attached, Exhibit “I”

The draft Codification of the City Codes and Ordinances has been received. All sections have been identified as to who is responsible and distributed to the Department Director. The review by the Departments is due back no later than September 15, 2014. Staff is anticipating having the Codification completed by the end of the year.

Fire Department:

- Report Attached, Exhibit “J”

International Association of Fire Fighters (IAFF):

Federal Mediation has been a positive approach to resolving some of the differences between the IAFF and the City of McAlester. We have asked the IAFF to contact the mediator to return to McAlester. Possible grievances for Mediation in the future are:

- Smoke exposure
- Conversion of sick leave to injury leave (March 2013)
- Unused holidays 2013/2014
- Grievance – June 27, 2014, Captain Rick Beams accumulated leave, comp time, holidays and 1986 Zerboni Award.
- Grievance – January 16, 2014, Captain Rick Beams Conversion of Sick Leave to Injury Leave. Staff met with Mr. Beams and Mike Caniglia, President IAFF to discuss the merits of the grievance on February 20, 2014. A difference of opinion in the interpretation of injury leave and workman compensation exists. Staff was not able to reach agreement and the grievance will be set for arbitration in the future.
 - Grievance has been set with Federal Mediation and Conciliation Service (FMCS), Case Number 140306-53984-1.
 - This Arbitration will be conducted in June 2014 with Arbitrator Anderson. Staff is currently narrowing down the specific date.

- Grievance – May 13, 2013, Change of leave slip from Affiliate Leave to Sick Leave. Captain Rick Beams was on sick leave for an extended period of time. During this time off, the Captain attended the IAFFG Legislative Conference in Washington D.C. The Captain recorded Affiliate Leave on his timesheet and the Fire Chief changed the Captain's timesheet to reflect Sick Leave.
 - Grievance has been set with Federal Mediation and Conciliation Service (FMCS), Case Number 14-54092-6
 - Arbitration completed May 6, 2014 in McAlester with Arbitrator Ahrens.
 - Waiting on Arbitrators ruling.
 - UPDATE: Arbitrator Ahrens has found in favor of the grievant Mr. Beam's. He has been paid for the injury leave day. The case is now closed.
- Grievance – May 13, 2013, Unused Holidays for 2012-2013 fiscal year. This grievance disputes the hours paid to Fire Fighters for unused Holidays for the fiscal year.
- Grievance – Minimum Compliment, This relates to the equipment and clothing issued to new Fire Fighters. This grievance was not settled during Mediation in February. For the fiscal year 2012-2013, 2013-2014 all new hires were provided the minimum complement required under the rules and regulations for the IAFF. **Negotiating a possible compromise**
- Grievance - November 26, 2012, Facial Hair. This relates to the SCBA face mask being tightly sealed to the face. The IAFF and the City are to be working on verbiage to the Rules and Regulations for implementation. **Negotiating a possible compromise.**

Upcoming Events:

- Discover the Dinosaurs: September 9 – 15, 2014
- Shrine Circus: September 18 – 19, 2014
- Charity Bicycle Ride (Fall 2014)
- Confederate Battle Reenactment: October 2 – 5, 2014
- Appaloosa Bull Production Bull Riding: October 9 – 12, 2014
- Home & Garden Show: October 22 – 27, 2014
- Holiday Arts 7 Crafts Show: November 1, 2014
- J W Hart PBR: November 13 – 17, 2014

- Kinta/Pittsburg Basketball Tournament: December 11 – 13, 2014
- Bull Ride & Dance: December 31, 2014

Meetings Attended:

- PSO Open House – New Substation
- Chamber Board Meeting

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Mexichem buys HDPE pipe extruder Dura-Line Corp.

By **Stephen Downer**
CORRESPONDENT

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Published: August 18, 2014 2:05 pm ET

Updated: August 20, 2014 1:24 pm ET



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UPDATED — PVC pipe and specialty chemicals maker Mexichem SAB de CV said Monday it has agreed to buy Dura-Line Corp., a prominent manufacturer of high density polyethylene conduit, duct and pressure pipe for telecommunications and data communications, from CHS Capital for \$630 million.

Mexichem CEO Antonio Carrillo Rule described the deal, which is subject to regulatory approval, as "a further step in our strategy of becoming a global, vertically integrated chemical company with a focus on high-end specialized products and solutions."

Talks between Mexichem and CHS began about three months ago after an approach from the Mexican company, a spokeswoman for Dura-Line told *Plastics News*.

"Dura-Line was not for sale," she said. "There were ongoing talks and discussions on business opportunities which led to Mexichem reaching out about a possible acquisition."

The acquisition is Mexichem's second major foray into international markets this month. On Aug. 5 it agreed to buy German PVC paste producer Vestrojet GmbH from investment company Strategic Value Partners LLC (SVP Global) for 219 million euros (\$293 million).

Dura-Line, which employs 1,500, is one of the largest plastic pipe extruders in North America, according to *Plastics News*' rankings. Based in Knoxville, Tenn., it supplies the energy and infrastructure industries, in addition to the telecom and data communications sectors. It has manufacturing operations in the United States, Mexico, South Africa, India, Oman, Dubai and the Czech Republic.

The spokeswoman said 75 percent of its business is "based in the U.S."

In Mexico, Dura-Line has manufacturing operations in Querétaro and San Luis Potosí, whereas in India it has plants in Goa, Mumbai, Neemrana and New Delhi.

The company posted 2013 sales of \$630 million, including North American pipe sales of \$475 million, according to *PN*'s recent ranking.

Dura-Line's international footprint will allow Mexichem to "increase penetration in key markets, and will also provide a platform for growth in new geographies for all of Mexichem's products," Carrillo said in a statement posted on the Mexican Stock Exchange.

CHS Capital is based in Chicago. The private equity firm bought Dura-Line from Boston-based equity company Audax Group in 2012. Shortly after finalizing that deal, Dura-Line bought Polypipe Holdings Inc. of Gainesville, Texas.

The company has continued to pursue growth under CHS. Earlier this year, Dura-Line announced plans to spend \$10 million on technology and infrastructure that will increase capacity at three of its 11 U.S. plants, in Gainesville and Midland, Texas, and Elyria, Ohio. The technology upgrade includes extruders, gravimetric controls, monitoring systems and automation.

Now Dura-Line is under the umbrella of a publicly traded chemical company.

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Pipe, Profile & Tubing Extrusion in North America 2014

U.S. demand for extruded plastics is expected to grow by 3 percent in 2014, with PVC remaining the largest segment.

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Our latest market report provides in-depth analysis of current trends and their financial impact on the pipe, profile and tubing extrusion industry in North America.

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2014 Injection Molding Industry Report

GROWTH, OPPORTUNITY IN SIGHT FOR INJECTION MOLDERS IN 2014

In the wake of the economic turbulence earlier in this decade, molders today find themselves in much better shape. Molders are gaining a competitive advantage by investing in people, equipment and seeking inroads into new markets on a global scale.

Growth in the injection molding industry is going to be driven by low financing costs and a continued move to reshore some business.

[Learn more](#)

"Joining an organization with Mexichem's scale will provide strong support for our existing operations and brands, and will enhance the future growth of the business," Dura-Line's President and CEO Paresh Chari said in a news release.

Mexichem, of Tlalnepantla, a municipality on the northern edge of Mexico City, reported net sales of \$5.1 billion in 2013, up from \$4.7 billion in 2012 and \$3.7 billion in 2011.

0 Comments

Upcoming Plastics News Events

September 10, 2014 - September 12, 2014
Plastics Caps & Closures 2014

January 14, 2015 - January 14, 2015
Plastics in Automotive

February 4, 2015 - February 6, 2015
Plastics News Executive Forum 2015

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August 20, 2014 12:17 pm ET

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August 20, 2014 11:55 am ET

Plastics M&A veteran Thomas Blaige has called the peak of the current investment cycle. [More](#)



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August 20, 2014 10:17 am ET

Cooper Standard Automotive Inc. is forming Cooper Standard Inoac Pte. Ltd. — a joint venture with Inoac Corp. of Japan — to expand the... [More](#)



Ohio molder sold to private equity firm

August 19, 2014 5:23 pm ET

Private equity firm TVV Capital of Nashville has acquired injection molder Design Molded Plastics Inc. for an undisclosed price. [More](#)



Pactiv selling building products unit to Ireland's Kingspan

August 19, 2014 3:54 pm ET

Irish building material manufacturer Kingspan Group plc is acquiring the insulation business of Lake Forest, Ill.-based Pactiv Building Products for \$... [More](#)

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**Community & Economic Development Department
July 2014 Activity Report**

Leroy Alsup, Community & Economic Development Director

Major Items in July 2014:

- ▶ Provided technical assistance to Triad Eye Medical Center with their “Use Permitted After Review” for the former May's Drug Warehouse at 1001 E. Wyandotte Ave.
- ▶ Provided technical assistance to the Carland Group with their Belfair Senior Care Complex as they explored building design options to meet the Institutional Group I-2 Use and Occupancy Classification required by the State Health Department.
- ▶ Prepared documentation for City Council action to condemn 10 Dangerous/Dilapidated Structures.
- ▶ Renewal of Retail Sales Tax Incentive for Main Street Districts & Choctaw Commercial Corridor- Temporary Sales Tax Rebate Program.
- ▶ Resolution to establish Parklet Guidelines and to grant a permit for two Parklets in Downtown and one in Old Town.
 - First one completed at Choctaw & 2nd Street
 - 2nd one is tentatively targeted for October timeframe- Exploring placing it in front of the Whispering Meadows Winery

Activity/Meeting Details

- ▶ Tuesday, July 1st
 - Participated in a field trip to Ardmore to view Mixed Use Development (Loft Apartments) in downtown Ardmore and to visit with City staff about their zoning regulations, building codes, and permitting process for loft apartments
- ▶ Wednesday, July 2nd – Attended Downtown/Old Town Streetscape Committee Meeting
- ▶ Friday, July 4th – City Holiday
- ▶ Monday, July 7th
 - Attended Department Head Meeting.
 - Lunch meeting with Keith Briem, Choctaw Defense; Mark Jordon, MDSA Chairman; & Pete Stasiak, to discuss the proposed Defense/Homeland Security Sector Industrial Park and the potential participation by Choctaw Nation/Choctaw Defense
- ▶ Tuesday, July 8th
 - Finalized and submitted Department Activity Reports
 - Reviewed the Draft McAlester Livability Magazine
 - Attended McAlester City Council Mtg- Acceptance of 2014 OSMPC Incentive Fund Award

- ▶ Wednesday, July 9th
 - Meeting to review the Retail Sales Tax Incentive for Main Street Districts & Choctaw Commercial Corridor- Temporary Sales Tax Rebate Program
 - Community & Economic Development Department Staff Meeting
- ▶ Thursday, July 10th
 - Community Leaders Command Brief/Breakfast with Tour of McAAP
- ▶ Friday, July 11th
 - Meeting with Dr. Debra Mosley-Heath to discuss 3rd Ward
- ▶ Tuesday, July 15th
 - Attended Department Head Meeting
- ▶ Wednesday, July 16th
 - Alsup/Ridenour meeting with Janet Smith & Frank Phillips on PSO Sponsored ED Training Event scheduled in McAlester on October 7, 2014
- ▶ Thursday, July 17th
 - Notice to Utility Companies on VE Case #146 (Duff Prop)- Alley/Road Closing Request
 - Site Inspection of a zoning issue complaint on 13th Street off of Electric Avenue
 - Meeting with Carland Group to discuss modification of the Belfair Memory Center & Assisted Living Center Facility Plans to Institution I-2 Construction Standards
- ▶ Monday, July 21st
 - Attended Department Head Meeting
 - Internal Meeting between Planning & Public Works to discuss minimum survey requirements for Residential Building Permits
- ▶ Tuesday, July 22nd
 - Mailed Written Notice to all owners of property within 300 ft on VE Case #146 (Duff request to close select streets & alleys)
 - Alsup/Ridenour meeting with Centerpoint Energy (Cody Duplur- Marketing & Bo Murphey) to discuss current and future growth trends for McAlester & potential assistance from CenterPoint to bring opportunities to us.
 - McAlester City Council Meeting
 - Resolution to renew the Temporary Sales Tax Rebate Program for businesses in the McAlester Main Street Districts and the Choctaw Commercial Corridor
 - Resolution to establish Parklet Guidelines and to grant a permit for Parklets in Old Town and Downtown McAlester
- ▶ Wednesday, July 23rd
 - Attended Downtown Parklet Design Meeting
 - Sent Public Notice to the Newspaper on VE Case #146 (Duff request to close select streets & alleys) for publication
 - Drafted Zoning Violation Notice for Property at 1903 North 13th Street

- ▶ Thursday, July 24th
 - Attended McAlester Local Leaders Lunch Meeting
- ▶ Friday, July 25th
 - Alsup/Stasiak/Ridenour- meeting with Don Hackler at the Oklahoma Department of Commerce in Oklahoma City
- ▶ Tuesday, July 29th
 - Attended Department Head Meeting
 - Alan Van Horn, Oklahoma Department of Commerce McAlester Site Visit & Tour with Kirk & Leroy
- ▶ Wednesday, July 30th
 - Participated in conference call with LandPlan on Belmont Trail Alignment (Flow Line of Creek & findings of Soil Report)
 - UP Case #053 “Use Permitted After Review” for Triad Eye Medical Center- Sent Public Notice to the Newspaper for publication
- ▶ Wednesday, July 31st
 - CEDD Department Staff Meeting
 - UP Case #053 “Use Permitted After Review” for Triad Eye Medical Center- Mailed Written Notice to all owners of property within 300 ft & Posted Sign on Property
 - Drafted Charmed Boutique Temporary Sign Ordinance Violation Notice

Ginny Webb, Executive Assistant & Planning Technician
July 2014 Activity Report

► **Tasks**

- Prepared and distributed proper notices for Planning Commission cases VE 146 & UP 53
- Assisted with updates to the retail sales tax incentive
- Assisted with plans for the Downtown parklet
- Created a rough draft of an RFP for a master streetscape plan
- Reorganized gas & electrical inspection files
- Completed end of month billing for gas and electrical inspections
- Assisted Main Street with annual report, CultureFest, etc.
- Researched projects, proofread documents, processed purchase orders, and performed other administrative tasks as needed

► **Meetings Attended**

- Tuesday, July 1st Toured Downtown housing with Ardmore City staff
Toured Tishomingo streetscape with Mehlberger Brawley
- Wednesday, July 2nd Attended streetscape meeting
- Tuesday, July 8th Attended CultureFest meeting
- Wednesday, July 9th Attended CEDD staff meeting
- Tuesday, July 15th Attended CultureFest meeting
- Tuesday, July 22nd Attended CultureFest meeting
Attended City Council meeting
- Wednesday, July 23rd Attended streetscape meeting
- Tuesday, July 29th Attended CultureFest meeting
- Thursday, July 31st Attended CEDD staff meeting

City of McAlester - Community & Economic Development Department
Building Permit Monthly Activity Report - July 2014

2014 McAlester Building Permit Log										Prior Year Comparison	Prior Year Comparison
	Commercial			Residential			Storage	Demolition	2014	2013	2012
	New	Alteration	Addition	New	Alteration	Addition	Building	Building	Totals	Totals	Totals
JANUARY											
Permits	2	2		7		3	1	5	20	7	8
Value	\$432,564	\$22,411		\$733,460		\$40,300	\$96,000	\$21,450	\$1,346,185	\$500,652	\$3,300,475
Fees	\$3,914	\$360		\$6,629		\$90	\$340	\$150	\$11,483	\$3,530	\$17,519
FEBRUARY											
Permits		2	1	1		5			9	6	7
Value		\$28,500	\$36,000	\$100,000		\$39,824			\$204,324	\$1,078,060	\$389,000
Fees		\$160	\$222	\$918		\$242			\$1,542	\$3,887	\$2,493
MARCH											
Permits		1		1		2			4	7	3
Value		\$21,000		\$325,000		\$38,160			\$384,160	\$648,900	\$1,898,300
Fees		\$160		\$1,216		\$129			\$1,496	\$5,815	\$6,258
APRIL											
Permits	1	6		3	2	6		1	19	6	7
Value	\$2,000,000	\$661,902		\$372,000	\$102,800	\$32,395		\$2,300	\$3,171,397	\$1,761,300	\$648,000
Fees	\$4,040	\$650		\$2,676	\$120	\$342		\$30	\$7,858	\$7,152	\$3,031
MAY											
Permits	3		1	4	1	6			15	9	13
Value	\$8,000,000		\$3,000	\$1,015,000	\$25,000	\$140,850			\$9,183,850	\$560,200	\$737,100
Fees	\$23,586		\$30	\$4,954	\$249	\$414			\$29,233	\$5,456	\$5,266
JUNE											
Permits		1	1	3	1	3			9	16	7
Value		\$130,000	\$2,699,800	\$785,000	\$32,000	\$65,861			\$3,712,661	\$3,373,450	\$851,000
Fees		\$412	\$26,400	\$3,608	\$150	\$125			\$30,695	\$3,576	\$4,302
JULY											
Permits		2		6	2	1	2	2	15	14	10
Value		\$74,398		\$1,110,000	\$81,500	\$41,000	\$49,000	\$19,500	\$1,375,398	\$949,000	\$1,630,650
Fees		\$145		\$6,507	\$120	\$50	\$240	\$60	\$7,122	\$6,717	\$7,919
AUGUST											
Permits									0	11	9
Value									\$0	\$377,955	\$1,802,900
Fees									\$0	\$3,250	\$7,551
SEPTEMBER											
Permits									0	7	3
Value									\$0	\$524,100	\$211,000
Fees									\$0	\$2,969	\$2,063
OCTOBER											
Permits									0	9	7
Value									\$0	\$2,257,000	\$457,500
Fees									\$0	\$5,305	\$3,167
NOVEMBER											
Permits									0	5305	
Value									\$0	11	45
Fees									\$0	\$1,059,579	\$3,817,060
DECEMBER											
Permits									0	\$6,173	\$36,660
Value									\$0		
Fees									\$0	3	7
YEAR-TO-DATE											
Permits	6	14	3	25	6	26	3	8	91	106	126
Value	\$10,432,564	\$938,211	\$2,738,800	\$4,440,460	\$241,300	\$398,390	\$145,000	\$43,250	\$19,377,975	\$13,735,196	\$16,389,185
Fees	\$31,540	\$1,887	\$26,652	\$26,508	\$639	\$1,383	\$580	\$240	\$89,429	\$57,106	\$100,275
2014 McAlester Building Permit Log											
Commercial Development											
Permits	New	Alteration	Addition	Total							
	6	14	3	23							
Value	\$10,432,564	\$938,211	\$2,738,800	\$14,109,575							
Fees	\$31,540	\$1,887	\$26,652	\$60,079							
2014 McAlester Building Permit Log											
Residential Development											
Permits	New	Alteration	Addition	Total							
	25	6	26	57							
Value	\$4,440,460	\$241,300	\$398,390	\$5,080,150							
Fees	\$26,508	\$639	\$1,383	\$28,530							

City of McAlester- Community & Economic Development Department

Code Violations Activity Report

Comparison of 2012 & 2013 to 2014

Month	Clean Up Violations			High Grass Violations			Trailer Violations			ROW Violations			Can at Curb Violations		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
January	49	41	61	0	0	0	11	5	2	2	1	0	0	3	5
February	28	42	32	0	0	0	14	0	4	0	1	0	0	5	0
March	30	39	56	30	0	0	5	1	12	0	1	1	0	2	0
April	14	61	57	205	94	44	4	2	5	0	0	0	0	2	5
May	6	10	7	40	307	144	4	5	2	0	0	0	1	0	0
June	42	21	64	87	142	151	5	0	2	3	0	1	11	0	1
July	21	19	45	41	136	138	5	4	43	1	13	5	13	1	2
August	14	13		50	146		8	0		1	0		0	1	
September	24	25		66	68		5	1		0	0		13	5	
October	39	68		51	23		1	14		2	0		0	0	
November	36	25		34	8		4	2		0	0		4	4	
December	12	33		0	0		0	2		1	0		9	3	
Totals	315	397	322	604	924	477	66	36	70	10	3	7	51	26	13

Month	Sight Obstructions			Grass in Street			Other (Signs, Secure, Etc.)			Vehicle Violations			Total Violations		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
January	2	0	0	0	0	0	0	0	1	7	2	3	71	52	72
February	1	0	0	0	0	0	0	1	16	6	5	4	49	54	56
March	3	0	0	0	0	0	0	0	4	0	3	10	68	46	83
April	3	1	0	0	2	1	0	0	1	0	3	4	226	165	117
May	7	0	0	1	9	0	0	0	1	0	1	1	59	332	154
June	3	0	0	2	4	0	0	1	8	8	2	6	161	170	233
July	2	0	0	16	6	3	1	0	5	2	1	3	102	167	244
August	0	1		34	13		0	0		1	2		108	176	0
September	0	0		32	0		0	0		2	0		142	99	0
October	0	2		0	0		0	0		4	4		97	111	0
November	1	0		0	0		1	0		0	4		80	43	0
December	0	0		0	0		0	0		0	3		22	41	0
Totals	22	4	0	85	34	4	2	2	35	30	30	31	1185	1456	959

City of McAlester- Community & Economic Development Department							
Code Violations Activity Report - July 2014							
Current Violation Status by Property Location		Violations Summary					
123	Compliant	Clean Up Violations (CU)	45	Sight Obstruction (SO)	0		
32	Non-Compliant	High Grass Violations (HG)	138	Grass in Street Violation (GS)	3		
51	Need Follow-up	Trailer Violations (TR)	43	Vehicle Violation (VH)	3		
206	TOTAL PROPERTIES IN VIOLATION*	Right Of Way Violations (ROW)	5	Others: Sign (SG), Secure (SP), Etc.	5		
		Poly Cart Violations (PC)	2	TOTAL VIOLATIONS*	244		
*Property locations may have more than one violation, therefore totals may not equal.							
NOTICE DATE	PROPERTY LOCATION	VIOLATION 1	VIOLATION 2	VIOLATION 3	METHOD	DEADLINE	COMPLIANT
					CC- Courtesy Card		U- Under Review
07/02/14	527 W TAYLOR	HG	CU		CC	07/09/14	Yes
07/02/14	1511 E WICHITA	HG			CC	07/12/14	Yes
07/02/14	1009 S MAIN	HG			CC	07/12/14	Yes
07/02/14	917 S MAIN (& ADJACENT V/L)	HG	CU		CC	07/12/14	Yes
07/07/14	SE 5TH/COURT	ROW			CC	07/17/14	Yes
07/07/14	7 W CREEK	CU			CC	07/17/14	Yes
07/09/14	202 E MODOC	TR			Letter	07/19/14	U
07/09/14	1406 SOUTH	HG	CU	TR	CC	07/19/14	Yes
07/09/14	301 SAUNIER	TR			CC	07/19/14	U
07/09/14	206 SAUNIER	TR			CC	07/19/14	U
07/09/14	303 E PEORIA	TR			CC	07/19/14	U
07/09/14	2015 N 13TH ST	TR			CC	07/19/14	U
07/09/14	1015 S 2ND	TR			CC	07/19/14	U
07/09/14	1500 REDBUD	TR			CC	07/19/14	U
07/09/14	1506 REDBUD	TR			CC	07/19/14	U
07/09/14	1531 REDBUD	TR			CC	07/19/14	U
07/09/14	1 RIVEROAKS	TR			CC	07/19/14	U
07/09/14	14 RIVEROAKS	TR			CC	07/19/14	U
07/09/14	1549 S 5TH	TR			CC	07/19/14	U
07/09/14	1541 S 5TH	TR			CC	07/19/14	U
07/09/14	1532 S 5TH	TR			CC	07/19/14	U
07/09/14	807 INDIANA	TR			CC	07/19/14	U
07/09/14	1560 S 5TH	TR			CC	07/19/14	U
07/09/14	1622 S 9TH	TR			CC	07/19/14	U
07/09/14	1624 S 9TH	TR			CC	07/19/14	U
07/09/14	705 MACARTHUR	TR			CC	07/19/14	U
07/09/14	1713 LOUISE DRIVE	TR			CC	07/19/14	U
07/09/14	1713 DOVE DRIVE	TR			CC	07/19/14	U
07/09/14	1709 DOVE DRIVE	TR			CC	07/19/14	U
07/09/14	307 OKLAHOMA	TR			CC	07/19/14	U
07/09/14	1904 CARDINAL LANE	TR			CC	07/19/14	U
07/09/14	2009 MOCKINGBIRD	TR			CC	07/19/14	U
07/09/14	2005 MOCKINGBIRD	TR			CC	07/19/14	U
07/09/14	503 QUAIL	TR			CC	07/19/14	U
07/09/14	203 FLAMINGO	TR			CC	07/19/14	U
07/09/14	2502 FALCON	TR			CC	07/19/14	U
07/09/14	2503 HARDY SPRINGS	TR			CC	07/19/14	U
07/09/14	1302 E SOUTH AVE (ROCK HOUSE)	TR			CC	07/19/14	U
07/09/14	1101 E MIAMI	TR			CC	07/19/14	U
07/09/14	1222 S 13TH	TR			CC	07/19/14	U
07/09/14	1811 HARDY SPRINGS	TR	CU		CC	07/19/14	Yes
07/09/14	1010 COMANCHE	TR			CC	07/19/14	U
07/09/14	1000 E KIOWA	TR			CC	07/19/14	U
07/09/14	521 S 12TH	TR			CC	07/19/14	U
07/09/14	1202 E KIOWA	TR			CC	07/19/14	U
07/09/14	514 E SENECA	HG	CU		CC	07/19/14	Yes
07/09/14	16 W SENECA	CU	TR		Letter	07/19/14	No
07/09/14	4 W CREEK	CU	TR		Letter	07/19/14	Yes
07/09/14	2 W CREEK	CU	TR	VH	Letter	07/19/14	U
07/09/14	536 E KREBS	CU	TR		Letter	07/19/14	Yes
07/09/14	222 W MADISON (APTS)	CU			Letter	07/19/14	Yes
07/09/14	403 E KREBS	CU			Letter	07/19/14	Yes
07/09/14	1903 N 13TH	HG	CU	VH	Letter	07/19/14	U
07/09/14	422 S 5TH ST	HG	CU	ROW	Letter	07/19/14	No
07/09/14	15 W SENECA	HG	CU		Letter	07/19/14	Yes
07/09/14	324 E COURT	HG	CU		Letter	07/19/14	U
07/09/14	527 E KREBS	CU	HG		Letter	07/19/14	Yes
07/09/14	1759 NORTH D STREET	HG	CU		Letter	07/19/14	Yes
07/09/14	926 E COMANCHE (SEE PICS)	HG	CU		Letter	07/19/14	Yes

NOTICE DATE	PROPERTY LOCATION	VIOLATION 1	VIOLATION 2	VIOLATION 3	METHOD	DEADLINE	COMPLIANT
07/09/14	206 W MONROE	HG			Letter	07/19/14	Yes
07/09/14	2801 N ROBIN	HG			Letter	07/19/14	Yes
07/09/14	506 E KREBS	HG			Letter	07/19/14	Yes
07/09/14	411 W DELAWARE AVE	HG			Letter	07/19/14	No
07/09/14	419 W DELAWARE AVE	HG			Letter	07/19/14	Yes
07/09/14	W DELAWARE AVE (B434 L008)	HG			Letter	07/19/14	Yes
07/09/14	W DELAWARE AVE (B434 L007)	HG			Letter	07/19/14	Yes
07/09/14	W DELAWARE AVE (B434 L 006)	HG			Letter	07/19/14	Yes
07/09/14	51 W OTTAWA (BTWN 49 & 65)	HG	PC		Letter	07/19/14	Yes
07/09/14	610 S STRONG	HG			Letter	07/19/14	Yes
07/09/14	912 N MACARTHUR	HG			Letter	07/19/14	No
07/09/14	727 E OSAGE	HG			Letter	07/19/14	No
07/09/14	1017 E OSAGE	HG			Letter	07/19/14	Yes
07/09/14	300 E MIAMI	HG			Letter	07/19/14	Yes
07/09/14	301 W POLK	HG			Letter	07/19/14	Yes
07/09/14	414 W PARK	HG			Letter	07/19/14	Yes
07/09/14	324 W MADISON	HG			Letter	07/19/14	Yes
07/09/14	903 E POLK	HG			Letter	07/19/14	Yes
07/09/14	907 E POLK	HG			Letter	07/19/14	Yes
07/09/14	1404 SOUTH	HG			Letter	07/19/14	Yes
07/09/14	1116 S 13TH	HG			Letter	07/19/14	Yes
07/09/14	1538 REDBUD	HG			Letter	07/19/14	Yes
07/09/14	307 E SENECA	HG			Letter	07/19/14	Yes
07/09/14	74 W SENECA	HG			Letter	07/19/14	Yes
07/09/14	202 E COURT	HG			Letter	07/19/14	U
07/09/14	48 W OSAGE	HG			Letter	07/19/14	Yes
07/09/14	1305 S 5TH	HG			Letter	07/19/14	No
07/09/14	1017 S 3RD	HG			Letter	07/19/14	Yes
07/09/14	1300 E SEMINOLE	HG			Letter	07/19/14	Yes
07/09/14	401 N B	HG			Letter	07/19/14	Yes
07/09/14	1201 E COMANCHE	HG			Letter	07/19/14	Yes
07/09/14	1210 S 3RD	HG			Letter	07/19/14	Yes
07/09/14	1114 S 13TH	HG			Letter	07/19/14	Yes
07/09/14	310 W ADAMS	HG	CU		Letter	07/19/14	Yes
07/15/14	1208 E COMANCHE	HG	CU		Letter	07/25/14	Yes
07/15/14	527 S 12TH	HG	PC		Letter	07/25/14	Yes
07/15/14	1516 PARK DRIVE	HG	CU		Letter	07/25/14	Yes
07/15/14	317 S 2ND	HG			Letter	07/25/14	Yes
07/15/14	2106 COUNTRY SPRINGS	HG			Letter	07/25/14	Yes
07/15/14	528 E SENECA	HG	CU		Letter	07/25/14	U
07/15/14	1001 SOUTH A STREET	HG	CU		Letter	07/25/14	U
07/15/14	63 W OTTAWA	HG	CU		Letter	07/25/14	Yes
07/15/14	5 SOUTH A STREET	HG			Letter	07/25/14	Yes
07/15/14	409 N B ST	HG			Letter	07/25/14	No
07/15/14	701 W POLK	HG			Letter	07/25/14	Yes
07/15/14	2017 N A ST	HG			Letter	07/25/14	Yes
07/15/14	1106 CIRCLE DRIVE	HG			Letter	07/25/14	Yes
07/15/14	415 E SEMINOLE	HG			Letter	07/25/14	Yes
07/15/14	V/L TEN SPRINGS/DOUGLAS	HG			Letter	07/25/14	Yes
07/15/14	V/L NEXT TO 1005 SUNNYBROOK (ACROSS 100	HG			Letter	07/25/14	Yes
07/15/14	V/L SW G & TAYLOR (700 W TAYLOR)	HG			Letter	07/25/14	Yes
07/15/14	621 E COMANCHE	HG			Letter	07/25/14	Yes
07/15/14	1101 E DELAWARE	HG			Letter	07/25/14	Yes
07/15/14	1025 SOUTH C STREET	HG			Letter	07/25/14	Yes
07/15/14	503 E PARK	HG	CU	SP	Letter	07/25/14	No
07/15/14	623 E MIAMI	HG			Letter	07/25/14	Yes
07/15/14	2002 N 15TH	HG	CU		Letter	07/25/14	Yes
07/15/14	429 W POLK	ROW			Letter	07/25/14	Yes
07/15/14	405 W POLK	ROW			Letter	07/25/14	Yes
07/15/14	613 W POLK	ROW			Letter	07/25/14	Yes
07/15/14	323 E BRICK	CU			Letter	07/25/14	Yes
07/15/14	807 W POLK (V/L BETWEEN 807 & 801)	HG			Letter	07/25/14	No
07/15/14	912 MACARTHUR DRIVE	HG	CU		Letter	07/25/14	No
07/15/14	326 E OSAGE	HG			Letter	07/25/14	Yes
07/15/14	516 E WICHITA	HG			Letter	07/25/14	Yes
07/15/14	1012 N G ST	HG			Letter	07/25/14	Yes
07/15/14	SW G & TYLER (NEXT TO 1009 N G ST)	HG			Letter	07/25/14	No
07/15/14	529 W HARRISON	HG			Letter	07/25/14	No
07/15/14	808 HARDY SPRINGS CIRCLE	HG			Letter	07/25/14	Yes
07/15/14	2710 HIGHLAND TERRACE	CU			Letter	07/25/14	Yes
07/15/14	2711 HIGHLAND TERRACE	CU			Letter	07/25/14	No
07/15/14	2606 HARDY SPRINGS	HG			Letter	07/25/14	Yes
07/15/14	824 E MADISON (PROP TO CORNER)	HG			Letter	07/25/14	No
07/15/14	2002 CARDINAL LANE	HG			Letter	07/25/14	No

NOTICE DATE	PROPERTY LOCATION	VIOLATION 1	VIOLATION 2	VIOLATION 3	METHOD	DEADLINE	COMPLIANT
07/15/14	430 N 1ST	HG			Letter	07/25/14	Yes
07/16/14	511 E HARRISON	CU			CC	07/26/14	U
07/16/14	535 E HARRISON	CU			CC	07/26/14	U
07/16/14	1211 E OSAGE	VH			CC	07/26/14	Yes
07/16/14	1201 E MIAMI	HG			CC	07/26/14	Yes
07/16/14	508 N 2ND	HG	CU		CC	07/26/14	U
07/16/14	609 N 2ND	HG	CU		CC	08/28/78	No
07/16/14	801 W MONROE	GS			CC	07/26/14	Yes
07/16/14	530 W TAYLOR	GS			CC	07/26/14	Yes
07/16/14	208 E SEMINOLE	HG			CC	07/26/14	Yes
07/16/14	824 S ELM	GS			CC	07/26/14	Yes
07/23/14	1903 N 13TH	ZN			Letter	08/23/14	U
07/23/14	612 N E ST	HG			CC	08/02/14	Yes
07/23/14	228 W WASHINGTON	HG			CC	08/02/14	Yes
07/23/14	319 W WASHINGTON	HG			CC	08/02/14	Yes
07/23/14	1103 S A ST	HG			CC	08/02/14	Yes
07/23/14	48 W OSAGE	CU			CC	08/02/14	No
07/23/14	511 E LOCUST	HG			CC	08/02/14	Yes
07/23/14	601 E TYLER AVE	HG			CC	08/02/14	Yes

Kirk Ridenour, Economic Development Manager
July 2014 Activity Report

Joint Tasks

- (16th) Leroy and I met with Frank Phillips and Janet Smith from PSO over the upcoming Economic Development training event. Discussed goals and objectives, whom to invite, and what should happen next. Also spoke about an upcoming PSO meeting over expanding transmission lines to the Industrial Park.
- (17th) Ginny and I attended the McAlester Young Professional Luncheon and listened to Representative Renagar's views on political topics and his opinion on the direction of Oklahoma legislation.
- (22nd) Leroy and I met with Bo Murphy and Cody Duplur from Centerpoint Energy to discuss current development efforts and available incentives. They want to be good partners going forward.
- (24th) Toured Franklin Electric in Wilburton to gain a better understanding of appropriate industry floor layout and safety measures. According to KTC, they are the best in the KTC district at prevention and proactionary measures.
- (25th) Leroy, Pete, and I meet with Don Hackler with the Oklahoma Department of Commerce to discuss the Quality Jobs Program and what that means for the McAlester Army Ammunition Plant. We need to find a suitable "proxy" trust fund to manage the program on behalf of the base.

Individual Tasks

- Began second iteration with website development. Simplified and reorganized the web pages to more accurately represent information without clutter. New design is quicker to implement, so there should be little delay in website launch.
- Received RFP from ODOC, but was unable to meet base requirements. Did not respond.
- Began collecting employment by residence zip code from employers as to determine laborshed.
- (7th & 8th) Attended Governor's Economic Development Marketing Team Retreat. Found out about state development efforts and upcoming team events. Plan to attend Chicago Call Trip, Dallas Event, and Broken Arrow Unmanned Vehicles Aviation Event.
- (15th) Tony Korp and I met with Chris Whybrew, the new Chief Operating Officer at MRHC. Discussed many of the local KTC programs, how the Hospital and the City might be able to work closer to together, and what their future plans are.
- (15th) Met with Tiffany Roberts, MRHC's recruiter, about problems they have faced with recruitment efforts and what the City is trying to do to address development. The largest problem, cited by her, was the lack of retail options, which is considered a major quality of life measurement by residents and their spouses. MRHC plans on utilizes local training programs.
- (15th) Held our second workforce development meeting. Continued to strategize about best practices and budget restraints. Decided to get McAlester Public Schools involved in our first

steps. Will meet with all the principles of the schools August 4th to discuss the need of teachers implementing “soft skills” into the classroom and our workforce plan going forward.

- (23rd) Visited Wayne Stipe about available commercial property and industrial land. Very interested in liquidating his assets. Owns old Wonderbread, County Health Department, and Pride in McAlester buildings. Has 200+ acres within or adjacent to Industrial Park and approximately 10 acres near Triad Transport
- (30th) Attended the Kansas City Federal Reserve’s workforce development meeting held in OKC. Met with many workforce development professionals across the state. Was presented information about historical trends in unemployment rates, labor market participation rates, and fastest growing career fields. Discussed best practices and what other communities are doing to combat workforce problems.
- (31st) Spoke with Brian McDougal, the City Manager of Shawnee, about McAlester’s participation in the Oklahoma Booth at the ICSC Dallas Deal Making Conference. He gave advice and best practices, which we plan to implement into our first event.

**City of McAlester
Public Works Department
Monthly Report
July 2014**

Engineering:

John C. Modzelewski, P.E., CFM

- Project Accounting Report attached

Kevin Hardwick

- Project Accounting Report attached

Jennifer Santino

- Project Accounting Report attached

Streets Division:

Timmy Don Adams, Public Works Operations Supervisor

- Project Accounting Report attached

Miscellaneous

- Flushed 6 driveway tin horns, 3 sewer taps B street and Cherokee, blade and gravel 6 alleys.

Cleaned out Ditches	80 yards removed
Patching with the Dura-patch	15 days
Cleaned Catch Basins	20 yards removed
Poured concrete Water Break cuts	84.50 yards
Cleaned Canals	272 yards removed
Patched back water break cuts	89.34 tons

Traffic Control:

Report Attached

Facility Maintenance:

Report Attached

Water Treatment Plant:

Report Attached

McAlester Regional Airport:

Miscellaneous

- June 30 – July 4 Managed Airport, cleaned all facilities daily. Mowed and weeded daily. Conference with LBR and OAC
- July 7 – July 11 Managed Airport contacted five Airports (Regional) to check on hanger rental fees and fuel prices. Mowed.
- July 14 – July 18 Meeting with Contractor and Sub-contractor to tour Airport. Mowed
- July 14 – July 25 Safety Meeting with employees. Met with Safety Officer Basinger at Airport. Serviced all equipment. Mowed and inspected all hangers.

Waste Water Treatment Plant:

Miscellaneous

- Both plants ran daily test which consist of approximately four PH test four DO tests four temperature test one settlometer test and three settlability tests on grab samples taken of the effluent, influent, digesters and basins.
- Both plants ran five weekly test which consist catching a sample every hour for six hours then running PH and Temp on every sample then mixing samples and running CBOD and TSS on the influent and effluent and running ammonia on the effluent. Northeast plant ran fecal tests on the effluent upstream and downstream samples twice a week. Both plants caught toxicity samples and sent them to biomonitoring lab.
- West plant treated approximately 54.87 million gallons of wastewater. Cleaned and wasted 15 drying beds. Cleaned and bleached clarifiers weirs weekly. Mowed and weed eat entire plant as three to four times. Had clutch replaced on bad boy mower replaced deck drive belts two or three time on cub mower. Adjusted gearbox on #1 basin tightened set screws on #2 basin. Sprayed trees for bag worms. Adjusted gap on #2 pump in main lift station.
- Northeast plant treated approximately 41.9 million gallons of wastewater. Cleaned and wasted 12 drying beds. Cleaned and bleached contact basin and clarifiers weekly. Mowed and weed eat weekly. Serviced motors and pumps cleaned contact basin and wiers weekly. Repaired seals on return pump. Sharpened blades on flail mower.
- Wastewater maintenance checked all 13 Lift stations daily. Performed repairs and maintenance on the plants. Met with line maintenance about making a tap at the Katy Lift station. Repaired broken cable on 9 mil pond at East plant. Found overspeed problem with Wal-Mart lift station generator. Repaired fuse on Ztrac mower at East plant. Installed new phone dialer at Walnut Grove lift station.

Total Flow Treated for East Plant (in million gallons)	41.9
Total Flow Treated for West Plant (in million gallons)	54.87

Fleet Maintenance:

Number of Vehicles Worked on Per Department

Airport	0
Animal Control	0
Cemetery	8
Comm. Development/Codes	2
Engineering	1
Facility Maintenance	1
Fire Department	14
Fleet	32
Landfill	2
Nutrition	3
Parks	22
Patrol	23
Recreation	5
Streets	18
Utility Office	1
Utility Maintenance	8
Waste Water Treatment	10

Utility Maintenance:

Miscellaneous

- Misc. Locates, check on work locations, paperwork, meetings, ect.

Water Break/Leak Repairs	14
Sewer Repairs/Flushed	16
New Water Meter/Can	16
Clean Up	7
Turned Water Off	2
Repair Meter/Meter Leaks	18
Dirty Water/Flush	16
Replace Meter Lid	2
Turn Water on	1
Checked Leak-on Customer	4
No Water Calls	2
Misc. Calls	17
Locates	
S. Main street water breaks	3

Landfill:

Miscellaneous

- Monthly Tonnage Total: 43.85 Tons

McAlester, Oklahoma

July 2014
Monthly Report

Date 8/11/2014



UNDERSTANDING
A VALUABLE RESOURCE

SEVERN
TRENT
SERVICES



Monday, August 11, 2014

Jake Walton
Project Manager
Severn Trent Services
5200 Water Works Rd
McAlester, OK 74501

Severn Trent Services
16337 Park Row
Houston, TX 77084
United States

T: +1 281 578 4200
TF: +1 800 460 6565
F: +1 281 398 3697

www.severntrentservices.com

Dear John:

Here is the monthly report for July 2014. Many changes are underway as we transition into the Severn Trent process. Things are moving along smoothly as we prepare the Capital Improvement Program for review. If you need anything else, I will be happy to provide it for you.

Sincerely,

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

Jake Walton
Project Manager

Executive Summary

We have begun the transition process by bringing in our team of transition specialists. Don and Mike are with the Technical Services Group and have been working with operators on optimizing the treatment process. Mainly with chemical doses and also exploring different chemical blends. Don has been working closely with Worth Hydrochem and Tetra Tech to develop an outline for the capital projects. Our IT department has helped get better internet service and computers in place for everyone to use. There will be a lot more computer usage throughout to track maintenance, safety, etc. Roy has been here helping Steve with many maintenance issues. Roy has created a punch list of items to be completed. He has helped operators identify and work on items that they needed help with. Don and Mike will be back the first week in August to work on more items. There will also be a lab tech joining them to work on the QA/QC for the lab.

Critical Issues

The exhaust fans at the lake are not working. Tony's electric is working on a solution.

The discharge ponds are full and need to be looked into. There is not much storage capacity.

We are working on a solution to move polymer from totes into the splitter box building, where there is a 1000 gallon tank.

Noteworthy Events

We had a visit from DEQ on a customer complaint of no chlorine in her water and it was making her sick. DEQ performed an inspection while they were here and no issues were found. UTM flushed some lines and the Chlorine residual returned.

There were a few storms that rolled through and created some power flashes. KFC booster and Summit Ridge took a hit. One pump at Summit Ridge was replaced along with some electrical pieces at KFC. The lights are still malfunctioning at KFC and are being worked on.

The Carbon feeder has been repaired and is running well. Some operational changes have been put into place to make this system more efficient.

The High Service Header has been replaced by Garrow Construction. They are waiting on pumps 3 & 4 to be fixed before they hook up pumps 1 & 2. Pumps 3 & 4 should be working by the second week in August.

Environmental Compliance

All samples taken in the month of July were in compliance.

Stage 2 levels were exceeded in June. This requires us to complete an Operation Evaluation Report. This report has been completed and submitted. We take Stage 2 samples again in September.

Other Performance Measures

Chemicals used for the month of July were as follows:

- Alum 118,001 lbs
- Caustic 74,993 lbs
- Polymer 582 lbs
- Carbon 3,756 lbs
- Chlorine 6,667 lbs
- Permanganate 878 lbs
- Copper Sulfate 612 lbs

Contract Performance Metrics

The Raw water flowmeter has been ordered. Installation is scheduled for later in August.

Financial Issues

Attached are copies of the 3 maintenance caps. There is no usage for electricity this month as the billing has not been switched over to ST.

Technical Issues

There have been several customer complaints with smelly water. This was due to the carbon feeder malfunctioning. It has been repaired and running well. Batch dosing of the Carbon is being done to optimize its effectiveness. A long term solution is being looked at for the Carbon feed system.

Safety Performance

Safety supplies have been ordered. John Bannen talked with each employee about the ST safety program. Monthly training will take place and will include a variety of relevant topics.

The 2 overhead cranes will either be repaired or replaced. This is a major safety concern. Both are in need of repair.

Security

We are looking into a solution for greater security at the plant. We are looking at keeping the front gate closed at all times with a keypad type entry.

Another concern is the City Lake. There are signs of shooting taking place at the pump house. We will be putting up more signage to deter this behavior. Security cameras are also being looked into.

Personnel

Overtime is being reduced by operators working a rotating schedule. Operators have been working varying shifts to meet the coverage that is needed.

Operators have been adjusting to the transition very well. They are keeping a positive attitude and have been working hard to implement the changes that are taking place.

Appendix Items

Attached are the following:

- Managers monthly report
- MOR
- DMR
- Electricity Cap
- Maintenance Cap
- Chemical Cap

S T SERVICES MONTHLY MANAGERS REPORT

July 2014

Millions of Gallons Treated	NA
Pounds of Alum Used	118,001
Pounds of Caustic Used	74,993
Pounds of Polymer Used	582
Pounds of Powder Activated Carbon	3,756
Pounds of Chlorine Gas Used	6,667
Pounds of Sodium Permanganate	878
Pounds of Copper Sulfate Used	612

1 Replaced summitt ridge pump and motor.
2 Ran jar test to find optimum dosage.
3 Repacked # 3 raw water pump, changed lighting in pump house.
4 Replaced summitt ridge pump and motor.
5 Replaced sodium permanganate feed pump at raw water pump station.
6 Changed time delay on # 1 pump at KFC pump station.
7 Installed automatic switch overs & installed new cl2 regulators.
8 Performed maintenance and repair on mowers.
9 Cleaned lake pump station, and removed excess permanganate off the floor.
10 Started feeding PAC by batch treatment.
11 Cleaned polymer feed room associated with sludge removal process.
12 Replaced # 2 filter to waste check valve.
13 Cleaned weirs and troughs to remove algae.
14 Built and installed braces and brackets on PAC cl2 injection sites.
15 worked on high service pumps in attempt to get pumps function correctly.

Plant:	WTR
PWSID:	1020609
Month:	May-13
Population:	21360

P.O. Box 578
Address

WTR
System

☒ Rapid Rate Filter

☐ Slow Sand Filter

TURBIDITY GREATER THAN 0.5 NTU:	0	0%
TURBIDITY GREATER THAN 0.3 NTU:	0	0%
TURBIDITY GREATER THAN 0.1 NTU:	106	58%

TOTAL NO OF TURBIDITY ANALYSES:	182
---------------------------------	-----

HIGHEST TURBIDITY READING

NUMBER OF SAMPLES > NTU

NUMBER OF SAMPLES > 5 NTU

40TH PERCENTILE OF FINISHED WATER TURBIDITY

THE DEGREE OF SETTLING WATER TURBIDITY

CHLORINE RESIDUAL ≤ 1.0 mg/L LEAVING PLANT (# Samples)

INDIVIDUAL FILTER TURBIDITY CHECKLIST

1 TURBIDITY FROM EACH INDIVIDUAL FILTER RECORDED EVERY 15 MINUTES!

2. How many cycles of work were executed in two consecutive 15 minute periods?

☒ No Go to Question 3.

☐ Yes What date was the filter profile completed?

OTLITOVICH and F. 1981. THE EFFECT OF COORDINATE TRANSFORMATION ON THE ANALYSIS OF SPATIAL DATA. *Journal of the Royal Statistical Society, Series B*, 43: 416-426.

☐ DID THIS SAME FILTER EXCEED 2.0 IN

☐ No, GO to Question 3.

☐ Yes, GO to the Performance Evaluation (PE) with DEO

☐ Yes, schedule compliance for all office equipment (air, etc.)

3. DID ANY SINGLE FILTER EXCEED 1.0 NTU

☐ No, Go to Question 3.

☐ Yes, What date was the niter profile completed:

DID THIS SAME FILTER EXCEED 1.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST 2 MONTHS?

☒ No, Go to Question 4.

☐ Yes, What date was the filter self-assessment completed?

4. DID ANY SINGLE FILTER EXCEED 0.5 NTU IN 2 CONSECUTIVE 15-MIN PERIODS AT THE END OF 4 HRS OF OPERATION?

☒ No, You are finished with the checklist.

☐ Yes, What date was the filter profile completed?

ARE ANY OBJECTIONS TO THE ABOVE CHECKED "YES"? YOU MUST

ATTACH TO THIS FORM AND ATTACH TO THIS MOR.

		TURBIDITY					RESIDUAL DISINFECTANT										COMMENTS	
DAY	BAW	SET	SET	ENTRY POINT TO DISTRIBUTION										DISTRIBUTION				
				ENTRY POINT TO DISTRIBUTION										DISTRIBUTION				
				2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	12m	4m	8m	12m	4m	9m	SYSTEM		
1	138.00	7.01	9.95	0.14	0.11	0.07	0.05	0.05	0.07	1.60	1.70	1.80	1.70	1.60	1.60	0.20	0.41	
2	122.00	19.6	1.48	0.09	0.08	0.10	0.11	143.	0.16	1.40	1.40	1.60	1.40	1.30	1.20	0.85	0.28	
3	130.00	4.4	2.5	0.11	0.05	0.03	0.03	0.04	0.04	1.90	1.90	1.80	2.00	2.00	1.90	1.00	0.24	
4	127.00	3.61	2.45	0.04	0.06	0.07	0.08	0.07	0.16	1.80	1.90	2.00	1.70	1.90	1.70	1.14	0.81	
5	108.00	4.13	2.58	0.21	0.23	0.18	0.16	0.17	0.12	1.80	1.60	1.60	1.90	1.60	1.60	0.90	0.36	
6	117.00	2.87	7	0.11	0.16	0.16	0.16	0.15	0.26	1.60	1.40	1.40	1.50	1.40	1.60	0.73	0.55	
7	115.00	1.91	1.9	0.24	0.23	0.15	0.12	0.10	0.20	1.50	1.50	1.30	1.10	1.00	1.00	0.64	0.30	
8	111.00	2.67	4.28	0.09	0.07	0.11	0.09	0.08	0.26	1.00	1.70	1.80	1.90	1.60	1.60	0.81	0.29	
9	122.00	3.83	2.57	0.29	0.27	0.23	0.19	0.14	0.18	1.40	1.30	1.60	1.60	1.90	1.90	0.24	0.46	
10	107.00	2.99	7.08	0.14	0.15	0.16	0.16	0.21	0.29	1.80	2.10	1.80	1.80	1.80	1.90	0.79	0.30	
11	104.00	2.69	5.17	0.14	0.15	0.18	0.16	0.21	0.29	2.10	1.90	1.80	1.80	1.70	1.90	0.76	0.40	
12	102.00	4.81	2.4	0.28	0.21	0.15	0.15	0.12	0.14	2.00	1.80	1.70	1.70	1.70	1.70	0.81	0.23	
13	101.00	2.46	2.9	2.30	0.18	0.13	0.11	0.10	0.08	1.70	1.80	1.70	1.60	1.70	1.70	0.62	0.43	
14	119.00	2.26	2.5	0.28	0.15	0.11	0.12	0.11	0.11	1.30	1.50	1.60	1.60	1.60	1.60	0.58	0.23	
15	113.00	5	8	0.11	0.12	0.16	0.16	0.22	0.21	1.80	1.50	1.60	1.60	1.50	1.50	0.79	0.57	
16	101.00	3.64	5.02	0.25	0.28	0.29	0.16	0.08	0.09	1.40	1.60	1.60	1.60	1.50	1.50	0.51	0.69	
17	104.00	3.48	3.82	0.25	0.28	0.29	0.16	0.08	0.09	1.40	1.50	1.50	3.10	3.20	3.10	0.57	0.29	
18	110.00	5.27	5.02	0.10	0.13	0.10	0.12	0.13	0.28	2.70	2.40	2.20	1.90	1.90	1.50	0.71	0.43	
19	294.00	5.27	2.08	0.29	0.24	0.18	0.06	0.04	0.06	2.30	1.90	1.60	1.50	1.40	1.40	0.77	0.23	
20	97.60	3.96	2.9	0.06	0.06	0.08	0.08	0.08	0.08	1.40	1.40	1.20	1.60	1.80	2.40	0.83	0.30	
21	105.00	4.64	2.7	0.26	0.11	0.10	0.08	0.09	0.09	1.50	1.30	1.10	1.10	1.20	1.20	0.51	0.75	
22	103.00	3.54	2.98	0.06	0.05	0.06	0.06	0.07	0.28	1.20	1.20	1.10	1.20	1.30	1.30	0.51	0.23	
23	106.00	2.31	7.71	0.24	0.08	0.07	0.23	0.16	0.30	1.30	1.20	1.20	1.20	1.60	1.70	0.51	0.67	
24	97.50	3.24	3.35	0.08	0.08	0.08	0.24	0.22	0.27	2.10	1.90	off	1.30	2.10	1.40	1.13		
25	114.00	2.89	2.22	0.24	0.11	0.14	0.27	0.27	0.07	2.00	1.40	1.30	1.20	1.10	1.20	1.10	0.90	
26	106.00	2.49	4.54	0.06	0.08	0.21	0.21	0.09	0.275	1.30	1.50	1.40	1.40	1.80	1.60	1.05	0.78	
27	91.70	1.82	2.5	0.26	0.13	0.09	0.07	0.06	0.05	1.40	1.30	1.20	1.20	1.00	1.60	1.90	1.23	1.11
28	95.90	18.5	8.5	0.07	0.07	0.06	0.06	0.06	0.07	1.60	1.30	1.10	1.10	1.10	1.10	1.10	0.87	0.33
29	87.50	2.22	2.2	0.24	0.11	0.10	0.08	0.06	0.05	1.50	1.60	1.40	1.40	1.90	1.40	0.39	0.57	
30	91.40	2.5	2.52	0.05	0.06	0.08	0.08	0.07	0.23	1.10	1.00	0.92	1.20	1.10	1.20			
31	119.00	3.09	14.37	0.22	0.12	0.10	0.09	0.08	0.06	1.20	1.10	1.10	1.10	1.20	1.50	0.80	0.51	

**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT
WATER TREATMENT PLANTS**

Mail original before the 10th of the following month
to the Department of Environmental Quality, Water Quality Division
P. O. Box 1677, Oklahoma City, OK 73101-1677

Plant: WTR
FY/SD: 1020609
Month: July 2013
Population: 21380

McAlester
City

P.O. Box 578
Address

WTR
System

DAY	WATER TREATED (in 1,000 gal)	FILTER OPERATION						WASH WATER IN 1,000 GALS						CHEMICALS USED-LBS.						CHLORINE		ALKALINITY						pH						CaCO3 STABILITY		HARDNESS (ppm)	Fe (mg/l)	Mn (mg/l)	REMARKS																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
		FILTERS USED-HOURS						SODIUM HYDROXIDE (sodium hydroxide)	SODIUM CARBONATE (soda ash)	HYPOCHLORITE (bleach)	FERRIC CHLORIDE (iron chloride)	SODIUM HYDROXIDE (sodium hydroxide)	SODIUM CARBONATE (soda ash)	HYPOCHLORITE (bleach)	FERRIC CHLORIDE (iron chloride)	TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT					RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW

Ave. Rate of Wash (Verr. in/min.)

Ave Wash Period (Minutes)

% Wash Water Used

Ave. Head Loss for Washing

I hereby certify the above to be correct to the best of my knowledge.

Signed

Title

assistant manager

DEQ Form # 630-577A
Revised 9/12/2000

Oper: Cert. No.

27488

Cost per thousand Gallons

Power Costs
Labor Costs
Chemicals
Supplies
Repairs
TOTAL

ADDRESS 5200 Water works RD
McAlester, OK 74501

FACILITY LOCATION
McAlester PWA
5200 Water Works RD
McAlester, OK

ATTN:

0001-A
DISCHARGE NUMBER

MONITORING PERIOD
YEAR MO DAY YEAR MO DAY
2014 07 01 2014 07 30

☐ Check here if No Discharge

NOTE: Read instructions before completing this form

PARAMETER (32-37)	(3 Card Only) (46-53)			(4 Card Only) (38-45)			(5 Card Only) (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-66)	SAMPLE TYPE (66-70)					
	AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS	MAXIMUM									
pH										0	2/wk	grab					
00400 10 Effluent Gross				7.3 6.5 Minimum		7.5 9 Maximum	SU				weekly	GRAB					
solids, total suspended					70.1	70.1				0	1/mo	grab					
00530 10 Effluent Gross	2.80 MO AVG				20 MO AVG	30 WKLY AVG	mg/L				Monthly	GRAB					
Iron dissolved (Fe)					<.050	<.050				0	1/mo	Grab					
01046 10 Effluent Gross	1.25 MO AVG				1 MO AVG	WKLY AVG	mg/L				Monthly	Grab					
Manganese, dissolved (as Mn)	.00024				.006	.006				0	1/mo	Grab					
01056 10 Effluent Gross	1.25 MO AVG				1 MO AVG	WKLY AVG	mg/L				Monthly	Grab					
Aluminum, dissolved (as Al)	.0048				.117	.117				0	1/mo	Grab					
01106 10 Effluent Gross	1.25 MO AVG				1 MO AVG	WKLY AVG	mg/L				Monthly	Grab					
Flow, in conduit or thru treatment plant	.0048									0	1/daily	Instan					
50060 10 Effluent Gross	Req. Mon										daily	Instan					
Chlorine, total residual					<.0025	<.0025				0	2/wk	Grab					
50080 10 Effluent Gross					Req. Mon. MO AVG	Req. Mon. Daily MX	mg/L				2/wk	Grab					
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Steve Harrison Mayor TYPED OR PRINTED												SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT Steve Harrison		TELEPHONE 918 423-9300		DATE 2014 08 05	

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

MAINTENANCE CAP SPENDING

ANNUAL SUMMARY

Electricity

Monthly Targets

YTD Actuals Drawdown Diff from targ

Month	Year	Total Spent	Monthly Amt	Variance	Drawdown	Diff from targ
	Maint Cap Balance	171,663.00				
			\$ 14,305.25	Over/(Under)	171,663.00	Over/(Under)
July	2014	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$14,305.25
August	2014	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$28,610.50
September	2014	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$42,915.75
OCTOBER	2014	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$57,221.00
November	2014	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$71,526.25
December	2014	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$85,831.50
January 2013	2015	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$100,136.75
February 2013	2015	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$114,442.00
March 2013	2015	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$128,747.25
April 2013	2015	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$143,052.50
Month 11	2015	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$157,357.75
Month 12	2015	\$0.00	\$ 14,305.25	-\$14,305.25	\$171,663.00	-\$171,663.00
Final Adjustment		\$0.00		\$0.00	\$171,663.00	-\$171,663.00
Grand Total Spent		\$0.00	\$ 171,663.00	-\$171,663.00		

REMAINING BALANCE

\$ 171,663.00

Note:

If positive amount -STES owe client; if
negative amount -Client owes STES

Electricity

July 2014

Type	Vendor	Product	Cost	Draw Down	Date
BEGINNING BALANCE				171,663.00	
		no electricity this month			
\$0.00		Amount Remaining	171,663.00		

MAINTENANCE CAP SPENDING

ANNUAL SUMMARY

Maintenance

Monthly Targets

YTD Actuals Drawdown Diff from targ

Month	Year	Total Spent	Monthly Amt	Variance	Drawdown	Diff from targ
	Maint Cap Balance	100,000.00				
			\$ 8,333.33	Over/(Under)	100,000.00	Over/(Under)
July	2014	\$2,847.16	\$ 8,333.33	-\$5,486.17	\$97,152.84	-\$5,486.17
August	2014	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$13,819.51
September	2014	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$22,152.84
OCTOBER	2014	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$30,486.17
November	2014	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$38,819.51
December	2014	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$47,152.84
January 2013	2015	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$55,486.17
February 2013	2015	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$63,819.51
March 2013	2015	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$72,152.84
April 2013	2015	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$80,486.17
Month 11	2015	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$88,819.51
Month 12	2015	\$0.00	\$ 8,333.33	-\$8,333.33	\$97,152.84	-\$97,152.84
Final Adjustment		\$0.00		\$0.00	\$97,152.84	-\$97,152.84
Grand Total Spent		\$2,847.16	\$ 100,000.00	-\$97,152.84		

REMAINING BALANCE

\$ 97,152.84

Note:

If positive amount -STES owe client; if
negative amount -Client owes STES

Maintenance

July 2014

[illegible]

MAINTENANCE CAP SPENDING

ANNUAL SUMMARY

Chemical

Monthly Targets

YTD Actuals Drawdown Diff from targ

Month	Year	Total Spent	Monthly Amt	Variance	Drawdown	Diff from targ
	Maint Cap Balance	350,170.00				
			\$ 29,180.83	Over/(Under)	350,170.00	Over/(Under)
July	2014	\$17,394.36	\$ 29,180.83	-\$11,786.47	\$332,775.64	-\$11,786.47
August	2014	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$40,967.31
September	2014	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$70,148.14
OCTOBER	2014	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$99,328.97
November	2014	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$128,509.81
December	2014	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$157,690.64
January 2013	2015	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$186,871.47
February 2013	2015	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$216,052.31
March 2013	2015	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$245,233.14
April 2013	2015	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$274,413.97
Month 11	2015	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$303,594.81
Month 12	2015	\$0.00	\$ 29,180.83	-\$29,180.83	\$332,775.64	-\$332,775.64
Final Adjustment		\$0.00		\$0.00	\$332,775.64	-\$332,775.64
Grand Total Spent		\$17,394.36	\$ 350,170.00	-\$332,775.64		

REMAINING BALANCE

\$ 332,775.64

Note:

If positive amount -STES owe client; if
negative amount -Client owes STES

Chemical July

Type	Vendor	Product	Cost	Draw Down	Date
BEGINNING BALANCE				350,170.00	
	Brenntag	Polymer	4,560.00	\$345,610.00	7/16/2014
	Brenntag	Caustic	3,810.60	\$341,799.40	7/11/2014
	Brenntag	Chlorine	2,950.00	\$338,849.40	7/15/2014
	Southwest	Alum	3,044.35	\$335,805.05	7/21/2014
	Southwest	Alum	3,029.41	\$332,775.64	7/8/2014
\$17,394.36		Amount Remaining		332,775.64	

City of McAlester
Community Services Department
Monthly Report
July 2014

Land Maintenance:

Sherman Miller, Supervisor

- Kept litter picked up in parks.
- Applied mulch at Mike Deak Field, 100 cu. yards
- Serviced mowers, tractors and trucks as needed
- Mowed city right of ways and alleys
- Mowed Kibois lots
- Trimmed hedges in parks and other city owned locations
- Applied round up in downtown district and several parks
- Helped install boards on walk bridge at disc golf course
- Presented 2, movie in the park films
- Mosquito fogged within city limits
- Mowed city parks and other locations totaling 480 acres completed in the month of July
- Cleaned 2 blind corners
- Cleaned 2 alleys
- Started helping in the construction on parklet for downtown area

Cemetery :

Rusty Clifton, Cemetery Sexton

- | | |
|---|-------------|
| ▪ Cemetery lot sales, speculative inquiries | 10 |
| ▪ Cemetery lot sales, actual City | 8 lots |
| ▪ Catholic Section | 2 lot |
| ▪ Masonic Section | 4 lots |
| ▪ Speculative inquiries about Golden Meadows in N. McAlester Cemetery | 0 |
| ▪ Monument Co.Assistance, taping & staking | 5 monuments |
| ▪ Monument Date Engraver Assistance | 7 |
| ▪ Genealogy Inquiries | 15 |
| ▪ Location Search(friends & family) | 30 |
| ▪ Disinterments | 0 |
| ▪ Funerals/Burials | 13 |
| ▪ Deeds Issued | 4 |
| ▪ Safety meeting conducted | 3 |
| ▪ Inquiries from florist | 10 |

EXPO Center:

Jerry Lynn Wilson, Expo Supervisor

(See Attached Reports)

Nutrition Center:

Diane Chadsey, Nutritional Supervisor

▪ Senior Citizens Nutrition Activity Report	4,541 meals served
(open 22 days)	
▪ Senior participation in Enhanced Fitness Program	222
▪ Vans transported Seniors	482
▪ Vans completed Trips	931

Parks & Recreation:

B.J. Boatright , Recreational Supervisor

- Poured concrete sidewalk from splashpad to the existing sidewalk at Chadick Park
- Put deck on walk bridge at disc golf course
- Take sample from pools daily for testing
- Clean skate park daily
- Replace lights in hallway
- Closed down Hutchison wading pool
- Setup Exercise Class for Senior Citizens
- Setup volleyball poles for practice
- Stocked food from truck into freezer on Mondays
- Clean bathrooms in all parks 1 to 3 times per day
- picked up trash on Choctaw St. twice weekly
- Check oils and fluids in all vehicles weekly
- Buff gym floor weekly

July/ August 2014 Tourism Report
Kathy Wall

Projects:

Status:

PBR/Prison Rodeo meetings

I am still waiting on Oklahoma Department of Corrections report.

I am working with the Chamber Board and Choctaw Nation to get PBR started for 2014.

BASS Masters

I met with several people from around the state and the Bass Masters team on July 25th. This will be a state wide project involving several communities. Since Lake Eufaula is the largest body of water in the state, Bass Masters is working on putting it as a stop on the Bass Masters Trail to Fish Oklahoma.

Discover the Dinosaurs

Is looking at a new date at this time. I will be going to all surrounding schools to help promote and coordinate tours in August.

New City Brochures

Distributing to several Travel Plazas, Travel OK, and hotels. Keeping brochures restocked and mailing per request.

Meetings with Amy Johns & Rodney Briggs

Partnering with The McAlester News Capitol and Briggs Printing on developing a new McAlester Tourism Guide. Amy is getting ready to sale ads. This will make money for the McAlester New Capital and Briggs Printing.

Choctaw Nation

Working with Choctaw Nation Tourism Director Lana Sleeper. We are working on several projects at this time. Working on two bus tours from Durant to McAlester.

Hotels

Delivering brochures to hotels. I've sent out several bids to the hotels, for events coming into town. I have worked with the OSU Extension office to set up a class for all of our hotel managers to send their new employees for Hospitality training in August.

Celebrity Attractions

I spoke with them this month, they are saying they are still trying to match a show that will fit in one of our venue.

Culture Fest

Working with Main Street, PIM, the Chamber, SOFA. August 16th is date set for Culture Fest. I have taken over all the vendor registration at this time to help.

Funny Pack Entertainment

Trying to work out a date and venue with this company.

Travel Ok

Sending follow-up post cards for people requesting information on McAlester monthly. Sent 683 in June.

Junk Hippy Road Show

After speaking with Kristin with Junk Hippy Road Show I was able to persuade them to have two shows a year in McAlester instead of one. They are booking another this fall. Their first show had over 4,200 attendees in a one day show. Waiting on them to decide on a date at this time.

Attending:

- Attended Kiamichi Country Meeting
- Serving on NUC Council and attending all meetings
- Working every other Saturday at Movies in the Park with other city employees.
- Working with Culture Fest Committee

Advertising with;

- Travel Ok online (Free)
- Social Media (Free)
- Livability Magazine
- Kiamichi Country
- Travel Ok New 2014 Travel Guide
- Lake Eufaula Guide
- McAlester News Capitol

National Boat Races

The Pittsburg County Reserve, voted to work with this organization as a fund raiser. This will help buy protective gear, and other needed equipment. June 2015 is our target date.

Congressional Meeting/ Oklahoma Realtors

I was asked to set up a **Congressional Meeting August 7, 8:30 - 10:00 a.m.** I have made those arrangements at The Meeting Place. I have welcome packets ready to hand out. The Oklahoma Realtors have combined this meeting.

Travel Sunrise Bus Tours

Put together a bus tour from St Louis, MO., to stop in McAlester, for the fall of 2014. - waiting to hear back from them at this time.

Peoria Charter Bus Tours

Put together a bus tour from Peoria, IL., to stop in McAlester - waiting to hear back from them at this time.

FLW Fishing Tournament

This is a Wal-Mart fishing tournament. I am getting creative on keeping the anglers here, other then when they are on the water. Example: Weigh in at our Wal-Mart.

Okie Nation

Okie Nation is another huge Hunting & Fishing Show. I'm in negotiations with them at this time.

**City of McAlester
Finance Department
Monthly Report
July 2014**

Finance Division; Toni Ervin, CFO

Finance:

- ◆ See Attached financial reports.
- ◆ Processed accounts receivable, business license, hotel taxes, check reconciliation, utility bad debt, and cash collections reconciliation, grant folder information
- ◆ Hosted Tyler Tech Incode training.

Accounts Payable:

- ◆ Process invoices for payment, city utility payments, purchase orders
Bids: Land Bid #2

Human Resources:

- ◆ Head count: 198 Full time; 71 part time See attached report.
Job openings: 6
New Hires: 2 full-time; 3 part-time Retirements: 0 Left Employment: 0

Payroll:

- ◆ Processed payroll for Non-Uniform, Retirees, Police and Fire Union wages. Processed employee benefits, Oklahoma Tax Commission and Federal Taxes.

IT:

Replaced all the Cell phone.

Finalized the plexar contract with ATT, this was the final step in our phone system upgrade.

Replaced the Police Server

Requested quotes for the computer and software upgrade. (pending)

Received quotes for the handheld device upgrade.

Installed wireless at the City Garage for the online work orders.

Safety:

- ◆ See attached report.

Court:

- ◆ See attached report

Utility Billing & Collections:

- ◆ Process daily cash collections, customer service, bills, late notices, drafts and miscellaneous

Utility water accounts per class: current

Residential: 6,433 Commercial: 1,039 Bulk Water 10

Service Orders: Meter Readers and Utility Maintenance**Totals by Job Code**

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
ON - TURN ON SERVICE	73	2	0	0	3
OCC - OCCUPANT CHANGE	65	10	1	0	1
OFF - TURN OFF SERVICE	51	10	0	0	5
MISC - MISCELLANEOUS	5	5	3	0	0
LEAK - LEAK/CITY SIDE	8	0	5	0	0
SLEAK - SEWER LEAK	1	0	2	0	0
BREAK - BREAK	6	0	2	0	0
LOW - LOW WATER PRESSURE	1	0	1	0	0
RE-READ (AFTER BILLING	42	4	0	0	3
W FLU - WATER FLUSH	13	0	3	0	0
POT - POT HOLE/SINK HOLE	0	1	2	0	0
MTRI - METER INFORMATION	0	0	1	0	0
FLUSH - SEWER FLUSH	6	2	5	0	0
CHK - CHECK MTR DAMAGE/REPLA	6	3	1	0	0
SWAP - METER SWAP	15	7	2	0	0
NO WA - NO WATER	1	0	0	0	0
TOTAL ALL CODES	293	44	28	0	12

Monthly Transaction Report

TYPE	COUNT	AMOUNT
ADJUSTMENT	787	9,683.43CR
BILL	7,736	756,480.89
CUTOFF	75	1,875.00
APPLIED DEPOSIT	105	8,840.00CR
LATE CHARGE	1,755	14,820.87
MEMO	1,290	0.00
PAYMENT	5,787	549,904.57CR
REFUND CHECK	79	4,686.40
DRAFT	885	82,459.27CR
WEB PAYMENT	488	52,604.15CR
DEPOSIT	106	10,842.42
REVERSE PAYMENT	1	80.00
TOTAL FOR PERIOD	19,094	85,294.16

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS - 07/2014

Analysis A - These numbers are calculating by evenly dividing budgets and multiplying projections. (ie: 9 months divided by 12)

Fund		YTD		% of the year		Projected Year		Budget less		Budget	Projected Annual Difference (over budget)
		Budget for year	COLLECTIONS JULY 2014	complete (01/12)	End	Projected	Projected	Projected	(01/12)		
01	General	7,901,198	678,826	0.0833	8,145,914	(244,716)	658,433	(20,393)			
26	Educational	987,650	84,853	0.0833	1,018,239	(30,589)	82,304	(2,549)			
30	Economic Development	987,650	84,853	0.0833	1,018,239	(30,589)	82,304	(2,549)			
38	Dedicated Sales Tax	3,950,599	339,413	0.0833	4,072,957	(122,358)	329,217	(10,196)			
		13,827,097	1,187,946		14,255,349	(428,252)		(35,688)			

Analysis B - These numbers are calculating by using three year average numbers for percentage of year completion on total collections and

Fund		YTD		% of year		Projected Year		Budget per 3		Projected Annual Difference (over budget)
		Budget for year	COLLECTIONS JULY 2014	collected (3 yr average)	End	Projected	Projected	year average	year average	
01	General	7,901,198	678,826	0.0876	7,752,226	148,972	691,871	13,045		
26	Educational	987,650	84,853	0.0876	969,028	18,622	86,484	1,631		
30	Economic Development	987,650	84,853	0.0876	969,028	18,622	86,484	1,631		
38	Dedicated Sales Tax	3,950,599	339,413	0.0876	3,876,113	74,486	345,935	6,522		
		13,827,097	1,187,946		13,566,395	260,702		22,828		

Collections Average based on General Fund Only.

Current Year - General Fund Collections		2011-2012	% of year	2012-2013	% of year	2013-2014	% of year	3 yr average
1,187,946	JUL	683,545	0.0820	744,546	0.0963	638,883	0.0844	0.0876
	AUG	679,990	0.0816	638,574	0.0826	632,369	0.0835	0.0826
	SEP	676,593	0.0812	642,133	0.0831	619,254	0.0818	0.0820
	OCT	746,880	0.0896	663,465	0.0858	602,907	0.0796	0.0850
	NOV	656,722	0.0788	606,497	0.0784	621,063	0.0820	0.0798
	DEC	654,341	0.0785	665,163	0.0860	655,147	0.0865	0.0837
	JAN	743,509	0.0892	667,177	0.0863	653,898	0.0864	0.0873
	FEB	719,618	0.0863	657,434	0.0850	658,527	0.0870	0.0861
	MAR	694,010	0.0833	582,693	0.0754	578,831	0.0765	0.0784
	APR	721,688	0.0866	607,303	0.0785	614,862	0.0812	0.0821
	MAY	715,002	0.0858	640,153	0.0828	655,718	0.0866	0.0851
	JUN	642,156	0.0771	616,698	0.0798	639,904	0.0845	0.0804
1,187,946		8,334,053	1	7,731,837	1	7,571,364	1	

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS - 08/2014

Analysis A - These numbers are calculating by evenly dividing budgets and multiplying projections. (ie: 9 months divided by 12)

Fund		YTD		% of the year complete (02/12)	Projected Year		Budget less Projected	Budget (02/12)	Projected (over budget)	Projected Annual Difference
		Budget for year	Collections AUG 2014		End	End				
01	General	7,901,198	1,317,975	0.1667	7,907,850	7,907,850	(6,652)	1,316,866	(1,109)	
26	Educational	987,650	164,747	0.1667	988,481	988,481	(831)	164,608	(139)	
30	Economic Development	987,650	164,747	0.1667	988,481	988,481	(831)	164,608	(139)	
38	Dedicated Sales Tax	3,950,599	658,988	0.1667	3,953,925	3,953,925	(3,326)	658,433	(554)	
		13,827,097	2,306,456		13,838,738	13,838,738	(11,641)		(1,940)	

Analysis B - These numbers are calculating by using three year average numbers for percentage of year completion on total collections and Projected

Fund		YTD		% of year collected (3 yr average)	Projected Year		Budget less Projected	Budget per 3 year average	Annual Difference (over budget)
		Budget for year	Collections AUG 2014		End	End			
01	General	7,901,198	1,317,975	0.1701	7,746,734	7,746,734	154,464	1,344,254	26,279
26	Educational	987,650	164,747	0.1701	968,342	968,342	19,308	168,032	3,285
30	Economic Development	987,650	164,747	0.1701	968,342	968,342	19,308	168,032	3,285
38	Dedicated Sales Tax	3,950,599	658,988	0.1701	3,873,367	3,873,367	77,232	672,127	13,140
		13,827,097	2,306,456		13,556,784	13,556,784	270,313		45,989

Collections Average based on General Fund Only.

Current Year - General Fund Collections		2011-2012		2012-2013		2013-2014		3 yr average	
		%of year		%of year		%of year			
1,187,946	JUL	0.0820	683,545	744,546	0.0963	638,883	0.0844	0.0876	
1,118,510	AUG	0.0816	679,990	638,574	0.0826	632,369	0.0835	0.0826	
	SEP	0.0812	676,593	642,133	0.0831	619,254	0.0818	0.0820	
	OCT	0.0896	746,880	663,465	0.0858	602,907	0.0796	0.0850	
	NOV	0.0788	656,722	606,497	0.0784	621,063	0.0820	0.0798	
	DEC	0.0785	654,341	665,163	0.0860	655,147	0.0865	0.0837	
	JAN	0.0892	743,509	667,177	0.0863	653,898	0.0864	0.0873	
	FEB	0.0863	719,618	657,434	0.0850	658,527	0.0870	0.0861	
	MAR	0.0833	694,010	582,693	0.0754	578,831	0.0765	0.0784	
	APR	0.0866	721,688	607,303	0.0785	614,862	0.0812	0.0821	
	MAY	0.0858	715,002	640,153	0.0828	655,718	0.0866	0.0851	
	JUN	0.0771	642,156	616,698	0.0798	639,904	0.0845	0.0804	
2,306,456			8,334,053	7,731,837	1	7,571,364	1		

8-11

MUNICIPAL COURT STATS

JULY 2014

○ Officers report attached(citations issued)____ 884 _____

○ Violation type report attached _____ x

○ Deposit total _____ \$ _117,568.00

▪ This total includes the following

IT Fees _____ \$ _ (12,695.39)

ADM/Defer Fees _____ \$ _ (6,215.00)

▪ State Fees collected \$ _ (5,018.14)

▪ Collection Fees _____ \$ _ (7,164.50)

○ Warrants citations paid on _____ 245

○ Warrants Collected _____ \$ _36,432.00

○ Warrant value issued by Karla _____ \$ _192,171.00

○ Failure to Appear/Comply issued by Karla _____ \$ _34,796.00

○ DL suspension for non-payment - __DL__ \$\$ value \$ _23,746.00

**No jail info – have requested a bill, but have not gotten one yet.

Exhibit 6

HEADCOUNT SUMMARY

As of July 31, 2014

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2014-2015	JULY 2014 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2014-2015	JULY 2014 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	JUNE 2014 ACTUAL FULL-TIME	JUNE 2014 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	3	3						3	
TOURISM	CITY MANAGER	1	1		1	0	1	1 P/T POSITION REMAINS OPEN	1	0
ECONOMIC DEVELOPMENT	CITY MANAGER	1	1		1	0	1	1 P/T POSITION REMAINS OPEN	1	0
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	1	1		1	1			1	1
PLANNING & ED	P&CD	5	5						5	
HUMAN RESOURCES	FINANCE	2	2		1	1			2	0
COURT/LEGAL	FINANCE	2	2		4	4			2	4
UTILITY OFFICE	FINANCE	8	8		2	0	2	2 P/T POSITIONS REMAIN OPEN	7	2
FINANCE	FINANCE	3	3		1	1			3	1
INFORMATION SERVICES	FINANCE	1	1						1	
TOTAL		27	27	0	18	14	4		26	15
POLICE	POLICE	36	36						36	
CID (DETECTIVES)	POLICE	8	8						8	
ANIMAL CONTROL	POLICE	1	1						1	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	11	9	2	0	1	+1	2 FT POSITION REMAINS OPEN & 1 P/T TO TRAIN	10	
TOTAL		60	58	2		1	0		59	
FIRE	FIRE	43	39	4				4 FT POSITIONS REMAINS OPEN	41	
TOTAL		43	39	4					41	
PARKS	COMMUNITY SVC	11	11		2	1	1	P/T POSITION REMAIN OPEN DUE TO SEASONAL EMPLOYEES	11	1
RECREATION	COMMUNITY SVC	3	3		13	11	2	P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	2	12
NUTRITION	COMMUNITY SVC	4	4		7	7			4	6
SWIMMING POOLS	COMMUNITY SVC				33	30	3	P/T POSITION REMAINS OPEN DUE TO SEASONAL EMPLOYEES		32
CEMETERY	COMMUNITY SVC	5	5		1	1			5	1
EXPO	COMMUNITY SVC	4	3	1	7	6	1	1 FT POSITION & 1P/T POSITION REMAINS OPEN	3	6
AIRPORT	COMMUNITY SVC	3	3						3	
TOTAL		30	29	1	63	56	7		28	58

HEADCOUNT SUMMARY CONTINUED

As of July 31, 2014

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2014-2015	JULY 2014 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2014-2015	JULY 2014 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	JUNE 2014 ACTUAL FULL-TIME	JUNE 2014 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	4	4						4	
FACILITY MAINTENANCE	PUBLIC WORKS	3	3						3	
FLEET MAINTENANCE	PUBLIC WORKS	5	5						5	
STREETS	PUBLIC WORKS	13	11	2				2 F/T POSITION REMAINS OPEN	12	
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		27	25	2	0	0	0		26	0
WASTE WATER	UTILITIES	12	12						12	
UTILITY MAINT.	UTILITIES	10	8	2				2 F/T POSITIONS REMAIN OPEN	8	-1
TOTAL		22	20	2					20	
GRAND TOTAL		209	198	11	81	71	11		200	73

Prepared by Sarah Sager, HR Assistant
Generated August 1, 2014

McAlester Police Department
Monthly Report
July 2014

The following information is provided concerning statistics from the McAlester Police Department for July 2014; a comparison to July 2013 is provided:

Activity	2014	2013	+/-
Persons Jailed	190	97	+96
Offense reports:	234	247	-05
Total crimes:	328	372	-19
(Crimes of note)			
Assaults	27	41	-34
Burglaries:	55	45	+22
(inc. burg. from auto)			
Public intoxication	29	22	+31
Larceny	27	35	-22
Shoplifting	11	20	-45
DUI	14	05	+180
Drug violations	45	46	-02
Complete accident investigations	35	35	00
Communications center entries	6,376	5,025	+26
Citations issued	884	829	+07
Miles patrolled by MPD	44,567		

Community Service Program

The Community Service Program was involved in the following activities and trainings during the month of July 2014.

Training

Officers received or participated in training for the following areas in July 2014:

- Sovereign Citizens

- K2/Synthetic Marijuana

- Risk Management and violence in Undercover Operations

- Officer Safety

- Teaching Educating and Mentoring training

**City of McAlester
City Clerk
Monthly Report
Month July 2014**

1. Meetings attended: 2 Regular : July 8, 2014
July 22, 2014
2 Special: July 10, 2014
July 28, 2014
2. Produced minutes for 2 Regular Council meetings.
July 8, 2014
July 22, 2014
3. Produced minutes for 1 Special meetings.
July 10, 2014
4. Working on 2 Open Records requests.
July 28, 2014 – Request for copy of current EMS Billing contract
July 28, 2014 – Various records pertaining to detention of Matthew D. Davis
5. Status of Recodification of Code of Ordinances

Initial meeting of Recodification Committee setting preliminary schedule.
6. Attended 3 Bid openings in July.
07.03.14 - South Main Water Line Replacement Proj.
07.22.14 - Surplus Property
07.22.14 - CIP #2
7. Published 2 Ordinance(s) adopted during the July 8, 2014 meeting.
Published 1 Ordinance(s) adopted during the July 10, 2014 meeting.
Published 2 Ordinance(s) adopted during the July 22, 2014 meeting.
8. Submitted Notice of Tort claims: – Vehicle Damage
(Filed w/OMAG) 1 – Property Damage
 – Property Theft
9. Received notification of settlement or denial of claims submitted to OMAG.

June 30, 2014; OMAG claim #137572-TW denied, “No liability found on the City’s part”.
10. Filed for damage to City property caused by citizens:

McAlester Police Department Radio Log 04.08.14; McAlester Police vehicle damage when other vehicle backed into it in parking lot. Received settlement of \$1,204.24 for damages.

McAlester Police Department report #2014-0160; no insurance coverage in force at time of incident.

McAlester Fire Department Monthly Activity Report				
July	2013	2014	YTD	% INCREASE/ DECREASE
Structure Fires	0	0	12	100%
All Other Fires	8	9	79	12.5%
Ems	201	224	1425	11.4%
False Alarms	13	11	78	-15.38%
All Other Responses	18	17	130	-5.5%

Comments: 911Board meeting, LEPC meeting, Exercise Meeting and door to door meetings
Co Firefighters meeting, Firefighter Classic Budget King Tube Training ABC shifts, Drafting
Procedure Training ABC shifts, State EMS protocols ABC shifts, Promotion Exams, New Recruit
Testing, Paramedic Graduation,

Station Tours- 0

Fire Investigations - 0

Fire Inspections - 2

Code Enforcement Calls-4

Council Chambers
Municipal Building
August 12, 2014

The McAlester Airport Authority met in a Regular session on Tuesday, August 12, 2014, at 6:00 P.M. after proper notice and agenda was posted August 7, 2014.

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

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

- Approval of the Minutes from the 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*) in the amount of \$264.14

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

AYE: Trustees Weldon, 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. Smith.

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

AYE: Trustees Weldon, 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 28, 2014

The McAlester Public Works Authority met in a Special session on Monday, July 28, 2014, at 5:30 P.M. after proper notice and agenda was posted July 25, 2014.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr & Steve Harrison
Absent: Buddy Garvin & Jason Barnett
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, approval of Change Order No. 4R, for an extension of ten days to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.
- Confirm action taken on City Council Agenda Item 2, approval of Change Order No. 5, to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.
- Confirm action taken on City Council Agenda Item 3, an amendment to the 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.

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

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

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 12, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, August 12, 2014, at 6:00 P.M. after proper notice and agenda was posted August 7, 2014.

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

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

- Approval of the Minutes from the 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*) \$47,613.91
- 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)*

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

AYE: Trustees Read, Weldon, Garvin, Titsworth, Barnett & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Read, Smith, Garvin, Titsworth, 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 Retirement Trust Authority met in 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, Jason Barnett, Buddy Garvin & Steve Harrison
Absent: Weldon Smith
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the June 24, 2014, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of July 2014. (*Toni Ervin, CFO*) in the amount of \$81,671.75

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

AYE: Trustees Titsworth, Read, Karr, Barnett, 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. Karr. The vote was taken as follows:

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

NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

GP EMP NO#	NAME	CODE	RT	DESCRIPTION	G/L	ACCOUNT	ACCOUNT NAME	RATE	HOURS	AMOUNT
M 11-1132	HILL, JERRY	0	1	SALARY	11	5220102	RETIRES			1,879.45
M 11-1135	AUTREY, ANNA	0	1	SALARY	11	5220102	RETIRES			755.58
M 11-1136	PHIFER, EVERETT	0	1	SALARY	11	5220102	RETIRES			962.80
M 11-1138	HOWARD, LEONARD A	0	1	SALARY	11	5220102	RETIRES			1,614.27
M 11-1139	AUSTIN, MABLE J	0	1	SALARY	11	5220102	RETIRES			55.38
M 11-1140	DOMINIC, ROBERT	0	1	SALARY	11	5220102	RETIRES			1,170.09
M 11-1141	MARCANGELI, GEORGE	0	1	SALARY	11	5220102	RETIRES			2,783.86
M 11-1142	ROE, GARY	0	1	SALARY	11	5220102	RETIRES			1,375.58
M 11-1143	WINCHESTER, GARY	0	1	SALARY	11	5220102	RETIRES			440.42
M 11-1144	GOODSPEED, DON J	0	1	SALARY	11	5220102	RETIRES			1,981.34
M 11-1145	PARKER, EDDIE D	0	1	SALARY	11	5220102	RETIRES			1,870.26
M 11-1146	PETERS, GEORGIA H	0	1	SALARY	11	5220102	RETIRES			1,371.72
M 11-1147	VANDYKE, WAYNE A	0	1	SALARY	11	5220102	RETIRES			518.88
M 11-1148	MORRIS, RICHARD L	0	1	SALARY	11	5220102	RETIRES			563.97
M 11-1149	ROWELL, DONNIE R	0	1	SALARY	11	5220102	RETIRES			1,024.73
M 11-1150	FARIES, WILLIAM D	0	1	SALARY	11	5220102	RETIRES			736.02
M 11-1151	THOMASON, JAMES	0	1	SALARY	11	5220102	RETIRES			1,412.72
M 11-1152	MAULDIN, BEN	0	1	SALARY	11	5220102	RETIRES			826.56
M 11-1153	MCCLAUGHREY, JAMES	0	1	SALARY	11	5220102	RETIRES			1,952.97
M 11-1154	BIERMAN, HENRY	0	1	SALARY	11	5220102	RETIRES			1,847.56
M 11-1155	DUVALL, JONNIE	0	1	SALARY	11	5220102	RETIRES			1,510.85
M 11-1156	TADLOCK, ROZELIA C	0	1	SALARY	11	5220102	RETIRES			346.51
M 11-1157	SMITH, ALVIE L	0	1	SALARY	11	5220102	RETIRES			1,089.86
M 11-1158	DOBSON, THOMAS A	0	1	SALARY	11	5220102	RETIRES			394.10

GP	EMP NO#	NAME	CODE	RT	DESCRIPTION	G/L	ACCOUNT	ACCOUNT NAME	RATE	HOURS	AMOUNT
M	11-1159	WILLIAMS, DENNIS	0	1	SALARY	11	5220102	RETIRES			810.33
M	11-1160	WATKINS, JEANNIE	0	1	SALARY	11	5220102	RETIRES			963.26
M	11-1164	HOSAY, ELGIE	0	1	SALARY	11	5220102	RETIRES			450.52
M	11-1165	SCHOGGINS, BENNY	0	1	SALARY	11	5220102	RETIRES			1,123.20
M	11-1166	KERNS, GLEN	0	1	SALARY	11	5220102	RETIRES			1,772.95
M	11-1167	BURNS, JANET L	0	1	SALARY	11	5220102	RETIRES			1,617.03
M	11-1168	LALLI, DENNIS A	0	1	SALARY	11	5220102	RETIRES			1,768.22
M	11-1169	THOMAS, WANDA ELAINE	0	1	SALARY	11	5220102	RETIRES			1,612.25
M	11-1170	CARNAHAN, RICHARD	0	1	SALARY	11	5220102	RETIRES			1,068.71
M	11-1171	NANCE, PATRICK	0	1	SALARY	11	5220102	RETIRES			1,473.97
M	11-1172	GREEN, PATRICIA	0	1	SALARY	11	5220102	RETIRES			1,051.89
M	11-1175	PITNER, JAMES C	0	1	SALARY	11	5220102	RETIRES			1,693.74
M	11-1176	LYLES, JIMMIE	0	1	SALARY	11	5220102	RETIRES			1,036.62
M	11-1177	CRITTENDEN, KARLA	0	1	SALARY	11	5220102	RETIRES			875.10
M	11-1178	BRYANT, JAMES	0	1	SALARY	11	5220102	RETIRES			1,098.54
M	11-1179	COTTON, RICHARD	0	1	SALARY	11	5220102	RETIRES			787.02
M	11-1180	MATTHEWS, JERRY	0	1	SALARY	11	5220102	RETIRES			1,496.86
M	11-1181	MEDLEY, DAVID	0	1	SALARY	11	5220102	RETIRES			2,426.77
M	11-1183	NEWMAN, HUGH	0	1	SALARY	11	5220102	RETIRES			310.48
M	11-2015	SUIT, ORVELLA	0	1	SALARY	11	5220102	RETIRES			453.45
M	11-2017	EDWARDS, HAROLD M	0	1	SALARY	11	5220102	RETIRES			648.15
M	11-2022	MACLACHLAN, HELENA	0	1	SALARY	11	5220102	RETIRES			779.00
M	11-2023	THOMPSON, RAYMOND	0	1	SALARY	11	5220102	RETIRES			791.50
M	11-2024	CROWSON, CLYDE	0	1	SALARY	11	5220102	RETIRES			522.04

GP EMP NO#	NAME	CODE	RT	DESCRIPTION	G/L ACCOUNT	ACCOUNT NAME	RATE	HOURS	AMOUNT
M 11-2025	RUSHING, MARY	0	1-1	SALARY	11 5220102	RETIREEES	.		136.21
M 11-2026	PIERCE, WILLIAM R	0	1-1	SALARY	11 5220102	RETIREEES	.		1,039.89
M 11-2027	MOTON, DARTHULA	0	1	SALARY	11 5220102	RETIREEES			373.09
M 11-2028	LITTLE, IMA	0	1	SALARY	11 5220102	RETIREEES			1,027.06
M 11-2029	GAULTNEY, JOHNNIE L	0	1	SALARY	11 5220102	RETIREEES			196.05
M 11-2031	WILSON, WALTER	0	1	SALARY	11 5220102	RETIREEES			450.65
M 11-2033	HENDERSON, DONALD W	0	1	SALARY	11 5220102	RETIREEES			650.90
M 11-2034	WRIGHT, FRANKIE	0	1	SALARY	11 5220102	RETIREEES			1,105.54
M 11-2054	AUTREY, FRANKLIN	0	1	SALARY	11 5220102	RETIREEES			382.46
M 11-2055	GOODSPEED, URSULA	0	1	SALARY	11 5220102	RETIREEES			1,152.22
M 11-2056	NAVE, GLENN DALE	0	1	SALARY	11 5220102	RETIREEES			757.70
M 11-2057	GREEN, RANDY S	0	1	SALARY	11 5220102	RETIREEES			3,694.11
M 11-2059	PHILLIPS, JIMMY	0	1	SALARY	11 5220102	RETIREEES			405.18
M 11-2060	HEAROD, CAROLYN S	0	1	SALARY	11 5220102	RETIREEES			2,195.19
M 11-2061	HAWKINS, BETTY L	0	1	SALARY	11 5220102	RETIREEES			1,463.27
M 11-2062	LANZ, BOBBIE	0	1	SALARY	11 5220102	RETIREEES			2,235.46
M 11-2063	GILES, KENNETH W	0	1	SALARY	11 5220102	RETIREEES			2,132.78
M 11-2064	LEWIS, FREDDIE	0	1	SALARY	11 5220102	RETIREEES			1,320.18
M 11-2098	GREEN, BOBBY	0	1	SALARY	11 5220102	RETIREEES			948.24
M 11-2099	FREE, OLEN L	0	1	SALARY	11 5220102	RETIREEES			1,057.26
M 11-2100	NEATHERY, FURMAN	0	1	SALARY	11 5220102	RETIREEES			277.07
M 11-2101	PETERSON, MARSHALL T	0	1	SALARY	11 5220102	RETIREEES			1,696.54
M 11-2102	EVERETT, BEVERLY J	0	1	SALARY	11 5220102	RETIREEES			1,020.12
M 11-2105	JOHNSON, DONALD R	0	1	SALARY	11 5220102	RETIREEES			527.03
									81,361.2
									81,361.28