



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, March 24, 2015 – 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](http://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**

Mimi Kelley

#### **ROLL CALL**

**CITIZENS COMMENTS ON NON-AGENDA ITEMS**

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

**CONSENT AGENDA**

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

- A. Approval of the Minutes from the February 24, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for March 4, 2015 through March 17, 2015. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, a request by the Italian Festival Foundation to partner with them for the rental fee for the use of the Southeast Expo Center for the 2015 Annual Italian Festival in the amount of \$2,125.00. *(Jerry Lynn Wilson, EXPO Center Manager)*
- D. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #3", in the amount of \$ 493,930.66 for the construction of road and infrastructure improvements 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 Poe and Associates, Inc. Invoice #0-102096-9576 in the amount of \$89,626.01, for engineering services related to CIP#4 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 EST, Inc. Invoice #33944 in the amount of \$31,395.00, for Construction Management and Resident Project Representative Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- G. Consider and act upon, authorization of payment to McAlester News Capital & Democrat, Ad Number 05617889, in the amount of \$174.84 for publication of Advertisement for Bids related to CIP#4 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)*

**ITEMS REMOVED FROM CONSENT AGENDA**

## **PUBLIC HEARING**

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

## **SCHEDULED BUSINESS**

1. Consider and act upon, authorizing the Mayor to sign the Tripartite Agreement and Plan of Merger by and among the City of McAlester, Oklahoma, the McAlester Public Health Authority (PHA), an Oklahoma public trust and the McAlester Regional Hospital Center Authority (MRHCA). *(Peter Stasiak, City Manager)*

### **Executive Summary**

Motion to approve authorizing the Mayor to sign the Tripartite Agreement and Plan of Merger by and among the City of McAlester, Oklahoma, the McAlester Public Health Authority, an Oklahoma public trust and the McAlester Regional Hospital Center Authority.

2. Consider and act upon, a Resolution approving an amended and restated trust indenture for the Oklahoma Municipal Retirement Fund. *(Toni Ervin, Chief Financial Officer)*

### **Executive Summary**

Motion to approve resolution.

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

### **Executive Summary**

Motion to approve the purchase of new replacement SCBA Air Cylinders. The cost of the cylinders not to exceed \$15,000.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

4. Consider and act upon, authorizing the Mayor to sign the Proposed Award from the Oklahoma Office of Homeland for 2 replacement laptop computers for the Regional Response Haz-mat Unit. *(Brett Brewer, McAlester Fire Chief)*

### **Executive Summary**

Motion to approve acceptance of proposed award.

5. Discussion on Emergency Fund as per McAlester City Charter. *(Steve Harrison, Mayor)*

### **Executive Summary**

Discussion only.

## **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)**

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- Report on activities for the past two weeks.

**REMARKS AND INQUIRIES BY CITY COUNCIL**

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**MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

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**RECESS COUNCIL MEETING**

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**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the March 10, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 17, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, a Resolution approving an amended and restated trust indenture for the Oklahoma Municipal Retirement Fund. *(Toni Ervin, Chief Financial Officer)*

**ADJOURN MAA****CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the March 10, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 17, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #3", in the amount of \$ 493,930.66 for the construction of road and infrastructure improvements 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 Poe and Associates, Inc. Invoice #0-102096-9576 in the amount of \$89,626.01, for engineering services related to CIP#4 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 EST, Inc. Invoice #33944 in the amount of \$31,395.00, for Construction Management and Resident Project Representative Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item G, authorization of payment to McAlester News Capital & Democrat, Ad Number 05617889, in the amount of \$174.84 for publication of Advertisement for Bids related to CIP#4 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 2, a Resolution approving an amended and restated trust indenture for the Oklahoma Municipal Retirement Fund. (*Toni Ervin, Chief Financial Officer*)

#### ADJOURN MPWA

#### **CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the February 24, 2015, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of March, 2015. (*Toni Ervin, CFO*)
- Confirm action taken on City Council Agenda Item 2, a Resolution approving an amended and restated trust indenture for the Oklahoma Municipal Retirement Fund. (*Toni Ervin, Chief Financial Officer*)

#### ADJOURN MRTA

#### **RECONVENE COUNCIL MEETING**

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#### **ADJOURNMENT**

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**CERTIFICATION**

*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 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](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

The McAlester City Council met in a Regular session on Tuesday February 24, 2015, at 6:00 P.M. after proper notice and agenda was posted, February 5, 2015 at 11:24 A.M.

### **Call to Order**

Mayor Harrison called the meeting to order.

Ward 5 Councilman Buddy Garvin, gave the invocation and led the Pledge of Allegiance.

### **Roll Call**

Council Roll Call was as follows:

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

Absent: None

Presiding: Steve Harrison, Mayor

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

### **Ceremony and Awards**

Mayor Harrison presented Jennifer Santino with her certificate as Certified Floodplain Manager that she earned from the Oklahoma FloodPlain Managers Association, Inc.

### **Citizens Comments on Non-Agenda Items**

There were no comments.

### **Consent Agenda**

- A. Approval of the Minutes from the February 3, 2015, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for February 4, 2015 through February 17, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$91,691.22; Parking Authority - \$123.70; Nutrition - \$971.16; Tourism Fund - \$588.00; SE Expo Center - \$9,597.45; E-911 - \$6,845.72; Economic Development - \$6,940.00; CDBG Grants Fund -

\$7,360.00; Fleet Maintenance - \$12,826.08; CIP Fund - \$8,864.89 and Technology Fund - \$3,300.50.

- C. Consider and act upon, approval and signing of a lease with Miller Office Supply and Canon Financial Services, Inc. for one high volume printer for the Utility Billing Office. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #2", in the amount of \$490,161.35, for the construction of road and infrastructure improvements 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, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 141642-KW. *(Cora Middleton, City Clerk)*
- F. Concur with the Mayor's re-appointment of Primus Moore, 417 North 10<sup>th</sup> Street, to the McAlester Planning Commission for a term to expire on May 31, 2018. *(Steve Harrison, Mayor)*
- G. Concur with the Mayor's re-appointment of Karl Scifres, 302 Rock Road, to the McAlester Planning Commission for a term to expire on May 31, 2018. *(Steve Harrison, Mayor)*
- H. Concur with the Mayor's re-appointment of Karen Stobaugh, 1 Miller Road, to the McAlester Planning Commission for a term to expire on May 31, 2018. *(Steve Harrison, Mayor)*
- I. Concur with the Mayor's re-appointment of Carl Gullick, 1425 Timber Lane, to the McAlester Planning Commission for a term to expire on May 31, 2018. *(Steve Harrison, Mayor)*
- J. Concur with the Mayor's re-appointment of Karen Stobaugh, 1 Miller Road, to the McAlester Board of Adjustment for a term to expire on March 31, 2018. *(Steve Harrison, Mayor)*

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

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Garvin and seconded by Councilman Karr to open a Public Hearing to address an Ordinance amending Chapter 62, Sections 62.203, 62.204 and 62.205.



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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:06 P.M.

### **Public Hearing**

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

- **AN ORDINANCE AMENDING CHAPTER 62, LAND DEVELOPMENT CODE, OF THE McALESTER CITY CODE BY AMENDING SECTIONS 62-203, 62-204 AND 62-205 PERTAINING TO AUTOMOBILE SALES AND SERVICE AS A USE PERMITTED AFTER REVIEW IN THE C-3 GENERAL COMMERCIAL DISTRICT, AND AS A PERMITTED USE IN C-4 RESTRICTED COMMERCIAL DISTRICT, AND C-5 HIGHWAY COMMERCIAL AND COMMERCIAL RECREATION DISTRICT; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.**

There were no comments from the Council or the citizens in attendance and a motion was made by Vice-Mayor Read to close the Public Hearing. The motion was seconded by Councilman Smith.

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

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was closed at 6:07 P.M.

### **Scheduled Business**

1. McAlester Regional Health Center discussion concerning Propositions to be voted on in the upcoming election. *(David Keith, CEO, MRHC)*

Executive Summary

Discussion only.

McAlester Regional Health Center CEO David Keith addressed the Council reviewing the items on the coming Charter Election and how they would affect the hospital's ability to borrow funds for purchases and improvements to the facility. He stressed that this was not a tax.

Councilman Smith emphasized that the language in one (1) of the propositions regarding "5% of net assets" had been taken from State Statute

There was no action taken of this item.

2. Presentation and discussion of a Stormwater Utility Fee. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Discussion and possible action, to authorize staff to proceed with development of a Stormwater Utility Fee.

Director Modzelewski addressed the Council regarding the possibility of implementing a Storm Water Utility Fee in the future. He briefly commented on the advantages of having such a fee in place. He then introduced Brandon Claborn with Meshek & Associates, PLC.

Mr. Claborn addressed the Council informing them that Meshek & Associates had been working with the City for several years on their Stormwater discharge permits and drainage problems. He reviewed the floodplain analysis that had been conducted and the costs to the City caused by the Stormwater problems and briefly commented on the possibility of implementing a fee.

There was discussion among the Council concerning obtaining ideas from the Council, if a fee was required, expanding the capacity of the City's canals, if it was possible for the City to recycle Stormwater, the capacity of the City's current system, the length of time this subject had been discussed, the information that had been gathered on the south side of McAlester, having a study of the entire City for a master plan, what the money collected from a fee could be used for, how common Stormwater fees were in the State, what time frame the City was looking at to get an analysis of the entire City, the different options to calculate a Stormwater fee, the best way to implement a Stormwater fee, which fee option would generate more revenue, if there could be any exceptions that the City would have ability to make, and the use of pervious concrete.

Manager Stasiak commented that staff would begin steps to draft an ordinance to implement a Stormwater fee and present it to Council at a later date.

There was no action taken on this item.

3. Consider and act upon, approval to purchase thirty-nine (39) new and unused compact wearable video systems. (*Gary Wansick, Chief of Police*)

Executive Summary

Motion to approve the purchase of thirty-nine (39) compact wearable video systems from Digital Ally.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve the purchase thirty-nine (39) new and unused wearable video systems from Digital Ally.

Before the vote, Chief Wansick addressed the Council explaining that since he had become Police Chief he had wanted to implement body cams. He commented that this would help with complaints, officer calls and transparency. He added that there was software that streams video back to hot spot and Dispatch could see call in real time. He then informed the Council that he had been able to get help with a grant that the Department had received in the amount of \$9,730.00 and there was a possibility of receiving some aid through a program that OMAG had. He added that information would be submitted to the City Manager this week for his review.

After discussion among the Council and Chief Wansick concerning if the cameras would be recording all of the time, what the Union thought of the cameras, how long the warranty, if any, was, where the videos would be stored, how long the videos would be kept and who would have access to the video storage system, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. **TABLED FROM PREVIOUS MEETING:** Consider and act upon, an Ordinance amending Chapter 62, Land Development Code, of the McAlester City Code by amending Sections 62-203, 62-204 and 62-205 pertaining to automobile sales and service as a use permitted after review in the C-3 general commercial district, and as a use permitted in C-4 restricted commercial district, and C-5 highway commercial and commercial recreation district; repealing all conflicting ordinances and declaring an emergency. *(Leroy Alsup, Community & Economic Development Director)*

Executive Summary

Motion to act upon and approve the above ordinance amending Chapter 62, Land Development Code, of the McAlester City Code by amending Sections 62-203, 62-204 and 62-205 pertaining automobile sales and service as a use permitted after review in the C-3 general commercial district, and as a permitted use in C-4 restricted commercial district, and C-5 highway commercial and commercial recreation district; repealing all conflicting ordinances and declaring an emergency and authorizing the Mayor to sign the ordinance.

#### ORDINANCE NO. 2530

AN ORDINANCE AMENDING CHAPTER 62, LAND DEVELOPMENT CODE, OF THE McALESTER CITY CODE BY AMENDING SECTIONS 62-203, 62-204 AND 62-205 PERTAINING TO AUTOMOBILE SALES AND SERVICE AS A USE PERMITTED AFTER REVIEW IN THE C-3 GENERAL COMMERCIAL DISTRICT, AND AS A PERMITTED USE IN C-4 RESTRICTED COMMERCIAL DISTRICT, AND C-5 HIGHWAY COMMERCIAL AND COMMERCIAL RECREATION DISTRICT; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve **ORDINANCE NO. 2530.**

Before the vote, Director Alsup addressed the Council explaining that this had been tabled at the previous meeting and Council had asked staff to change some language. He added that the changes had been made.

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

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

### **New Business**

There was no new business.

### **City Manager's Report**

- Report on activities for the past two weeks.

Manager Stasiak reported that the City had been awarded a grant in the amount of \$92,000.00 through the "Healthy Community" Program, and he and the committee were working with MDSA on selecting a firm to develop the Defense Sector Strategic Plan and they would be interviewing a firm tomorrow.

### **Remarks and Inquiries by City Council**

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

Councilman Smith inquired about the status of CIP #2 and CIP #3 projects.

Manager Stasiak updated the Council on each of the projects.

Councilman Karr asked about how the Salt Truck had performed during the recent snow and ice.

Manager Stasiak and Public Works Operations Supervisor Timmy Don Adams commented on how much better the response time had been and the department was waiting on receiving the snow plow. Supervisor Adams also commented that as soon as the weather permitted the construction on the Salt Shed would begin.

Councilman Garvin asked if when the Oklahoma Department of Transportation began their temporary work on 69 Bypass they could lengthen the left turn lanes at Comanche.

Manager Stasiak said he would look into that with the local representative.

### **Mayor's Comments and Committee Appointments**

Mayor Harrison had no comments for the evening.

### Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:34 P.M.

### Reconvene Council Meeting

The Regular Meeting was reconvened at 7:35 P.M.

### Adjournment

There being no further business to come before the Council, Councilman Garvin moved for the meeting to be adjourned. The motion was seconded by Councilman Karr.

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

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

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:36 P.M.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

**CLAIMS FROM**

**March 4, 2015  
Thru  
March 17, 2015**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1	MISC VENDOR					
	JEFF KETCHUM	I-201503127164	01 -5431207	CLOTHING ALLO JEFF KETCHUM:REIMB CLOTHING AL	073083	159.12
	JEREMY BUSBY	I-201503167180	01 -5321332	COMMUNITY SER JEREMY BUSBY: REIMB SHIPPING F	073087	97.12
01-A00200	ADAM TRUE VALUE & AG SU					
		I-257131	01 -5431203	REPAIRS & MAI REPAIR PARTS FOR BLOWERS	073088	42.00
01-A00267	AIRGAS, INC					
		I-9036803489	01 -5432202	OPERATING SUP EMS SUPPLES & OXYGEN	073090	183.75
		I-9036904453	01 -5432202	OPERATING SUP EMS SUPPLES & OXYGEN	073090	181.69
		I-9921622421	01 -5432202	OPERATING SUP EMS SUPPLES & OXYGEN	073090	318.25
		I-9924598198	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	073090	51.25
		I-9924598198	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	073090	36.99
		I-9925333055	01 -5432202	OPERATING SUP EMS SUPPLES & OXYGEN	073090	327.85
01-A00362	VYVE BROADBAND					
		I-201503107162	01 -5431328	INTERNET SERV INTERNET SVS-607 VILLAGE BLVD	073056	71.99
		I-201503107162	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	073056	98.56
		I-201503107162	01 -5547328	INTERNET SERV INTERNET SVS-OAKHILL CEM	073056	61.07
		I-201503107162	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	073056	83.85
01-A00450	AM LEONARD INC.					
		I-C114009271A	01 -5542203	REPAIRS & MAI TREE PLANTING SUPPLIES	073094	419.80
01-B00180	UNION IRON WORKS, INC.					
		I-S1845542.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073100	57.21
01-B00380	BOARD OF TEST FOR ALCOH					
		I-3556	01 -5321331	EMPLOYEE TRAV TEST FEE-SKINNER	073101	62.00
01-C00100	CLEET					
		I-201503047139	01 -2100	CLEET PAYABLE CLEET FEES DUE	073046	8,389.12
01-C00167	CARL MARSHALL					
		I-201503127166	01 -5544308	CONTRACT LABO BASKETBALL REFEREE FEE-3 GAMES	073104	75.00
		I-201503167187	01 -5544308	CONTRACT LABO BASKETBALL REFEREE FEE-2 GAMES	073104	50.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201503067152	01 -5215314	GAS UTILITY GAS UTIL-EMER RESP CENTER	073047	550.42
		I-201503067152	01 -5215314	GAS UTILITY GAS UTIL-PD/NARC	073047	38.04
		I-201503067152	01 -5215314	GAS UTILITY GAS UTIL-315 E KREBS	073047	23.24
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-LIBRARY	073058	1,774.65
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-OAKHILL CEMETERY	073058	85.11
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-1600 E COLLEGE AVE C	073058	272.44
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #3	073058	463.44
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-CITY HALL	073058	1,461.09
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-CEMETERY	073058	398.72
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-MAINT SHOP	073058	826.17
		I-201503107159	01 -5215314	GAS UTILITY GAS EXP-STIPE CTR	073058	1,134.27

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-C00320	CENTERPOINT ENERGY ARKL	continued				
	I-201503107159	01 -5215314	GAS UTILITY	GAS EXP-FIRE STATION #2	073058	629.42
	I-201503107159	01 -5215314	GAS UTILITY	GAS EXP-802 E HARRISON	073058	221.66
01-C00496	CLAYTON PINSON					
	I-201503127167	01 -5544308	CONTRACT LABO	BASKETBALL REFEREE FEE-3 GAMES	073108	75.00
	I-201503167189	01 -5544308	CONTRACT LABO	BASKETBALL REFEREE FEE-2 GAMES	073108	50.00
01-C00900	CYNTHIE CUMBIE dba CUST					
	I-1346	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	073110	151.00
	I-1347	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	073110	76.00
01-D00097	DASH MEDICAL GLOVES, IN					
	I-INV0914767	01 -5432202	OPERATING SUP	MEDICAL SUPPLIES-EMS	073111	307.60
01-D00402	DIAMOND TROPHY & ENGRAV					
	I-154589	01 -5544202	OPERATING SUP	BASKETBALL AWARDS	073113	70.00
01-D00448	DISCOUNT STEEL					
	I-4830	01 -5542203	REPAIRS & MAI	TAIL GATE FOR TRAILER	073114	103.00
	I-4838	01 -5542203	REPAIRS & MAI	TAIL GATE FOR TRAILER	073114	29.00
01-D00540	DOLESE BROTHERS					
	I-AG15018202	01 -5865218	STREET REPAIR	SCREENINGS FOR STREET REP	073115	1,186.55
	I-AG15018754	01 -5865218	STREET REPAIR	SCREENINGS FOR STREET REP	073115	1,193.73
	I-AG15019956	01 -5865218	STREET REPAIR	SCREENINGS FOR STREET REP	073115	203.56
	I-AG15021157	01 -5865218	STREET REPAIR	SCREENINGS FOR STREET REP	073115	595.65
	I-AG15021428	01 -5865218	STREET REPAIR	SCREENINGS FOR STREET REP	073115	400.11
	I-AG15022818	01 -5865218	STREET REPAIR	SCREENINGS FOR STREET REP	073115	576.63
01-D00600	DONNA M. CREWS					
	I-201503127168	01 -5544308	CONTRACT LABO	SCOREKEEPER FEE-6 GAMES	073116	90.00
	I-201503167188	01 -5544308	CONTRACT LABO	SCOREKEEPER FEE-2 GAMES	073116	30.00
01-E00279	EST, INC.					
	I-33983	01 -5865218	STREET REPAIR	SOIL TESTING FEE	073118	300.00
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201503127170	01 -5322212	FUEL EXPENSE	FUEL EXP-ANIMAL CONTROL	073121	244.02
	I-201503127170	01 -5321212	FUEL EXPENSE	FUEL EXP-POLICE	073121	6,274.03
	I-201503127170	01 -5431212	FUEL EXPENSE	FUEL EXP-FIRE	073121	902.01
	I-201503127170	01 -5542212	FUEL EXPENSE	FUEL EXP-PARKS	073121	972.09
	I-201503127170	01 -5548212	FUEL EXPENSE	FUEL EXP-FAC MAINT	073121	233.56
	I-201503127170	01 -5865212	FUEL EXPENSE	FUEL EXP-STREETS	073121	2,242.59
	I-201503127170	01 -5544212	FUEL EXPENSE	FUEL EXP-RECREATION	073121	70.35
	I-201503127170	01 -5652212	FUEL EXPENSE	FUEL EXP-CODES	073121	117.49
	I-201503127170	01 -5225212	FUEL EXPENSE	FUEL EXP-IT	073121	72.74
	I-201503127170	01 -5653212	FUEL EXPENSE	FUEL EXP-HR	073121	51.99
	I-201503127170	01 -5547212	FUEL EXPENSE	FUEL EXP-CEMETERY	073121	184.99



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01-F00015	FLEETCOR TECHNOLOGIES	continued				
	I-201503127170	01 -5432212	FUEL EXPENSE	FUEL EXP-EMS	073121	906.76
01-F00037	FASTENAL					
	I-OKMCA131761	01 -5431203	REPAIRS & MAI	MAINT & REPAIR ITEMS-FIRE	073122	119.99
01-G00010	G & C RENTAL CENTER, IN					
	I-32761	01 -5547203	REPAIRS & MAI	EQUIPMENT RENTAL	073124	898.30
01-H00075	HARRIS CONSTRUCTION SER					
	I-468183	01 -5865218	STREET REPAIR	HAULING FEE	073126	2,454.38
01-H00290	HUMPHREY PLUMBING, INC.					
	I-3474	01 -5548316	REPAIRS & MAI	HVAC REPAIRS AT CITY HALL	073127	4,165.25
	I-3525	01 -5548316	REPAIRS & MAI	MISC HVAC REPAIRS	073127	95.00
01-I00099	IKON OFFICE SOLUTIONS					
	I-26593319	01 -5321308	CONTRACTED SE	POLICE COPIER LEASE PMT	073128	568.00
01-I00110	IMPRESS OFFICE SUPPLY					
	I-037344	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	073129	24.97
	I-037360	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	073129	46.58
01-I00115	INTERMEDIX TECHNOLOGIES					
	I-INVTCH5469	01 -5432308	CONTRACTED SE	EMS BILLING SVS-FEB 2015	073130	3,539.11
01-I00120	TYLER TECHNOLOGIES					
	I-025-119337	01 -5213336	FEES	MONTHLY SUPPORT FEES-COURT	073131	200.00
	I-025-119337	01 -5225349	SOFTWARE MAIN	MONTHLY SUPPORT FEES-IT	073131	220.50
01-I00195	INTEGRIS OCCUPATIONAL H					
	I-2014-19177	01 -5431305	PHYSICALS	PENSION PYSICAL FEE	073132	475.00
01-J00110	JACKIE BRANNON CORR. CT					
	I-20150218	01 -5542308	CONTRACTED SE	MONTHLY INMATE CHG	073133	88.96
01-J00121	JAMESCO ENTERPRISES, LL					
	I-10305	01 -5431202	OPERATING SUP	JANITORIAL SUPPLIES	073134	181.71
01-J00500	JUSTIN SHANE-MICHAEL KL					
	I-201503127171	01 -5544308	CONTRACT LABO	BASKETBALL REFEREE FEE-6 GAMES	073136	150.00
01-L00067	COMPLIANCE RESOURCE GRO					
	I-042775	01 -5653348	DRUG TESTING/	RANDOM DRUG TEST FEE	073138	100.00
	I-042830	01 -5653348	DRUG TESTING/	RANDOM DRUG TEST FEE	073138	100.00
01-L00170	LAW ENFORCEMENT SYS., I					
	I-188637	01 -5321202	OPERATING SUP	OKLAHOMA POLICE CITATIONS	073141	929.00

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01-L00428	LOWE'S CREDIT SERVICES					
	I-02020	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	073145	148.91
	I-02182	01 -5548203	REPAIRS & MAI	SUPPLIES FOR REMODEL	073145	177.03
	I-02393	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	073145	123.44
	I-06328	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	073145	52.15
	I-07418	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	073145	16.96
	I-07987	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	073145	37.96
	I-08697	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	073145	189.00
	I-901217	01 -5548203	REPAIRS & MAI	SUPPLIES FOR REMODEL	073145	154.86
01-M00280	MEGAPATH					
	I-201503047142	01 -5215315	TELEPHONE UTI	PHONE UTIL-LONG DIST.	073049	430.37
01-M00487	MILLER OFFICE EQUIPMENT					
	I-MCA366350	01 -5215312	EQUIPMENT REN	MONTHLY COPIER SVS	073149	418.70
01-M00715	MUSKOGEE COMMUNICATIONS					
	I-213864	01 -5321332	COMMUNITY SER	INSTALL RADIO-UNIT 59	073152	155.00
01-MC0098	MCAFEE & TAFT					
	I-449633	01 -5214302	CONSULTANTS	LEGAL FEES	073154	46.00
	I-449634	01 -5210302	CONSULTANTS/L	LEGAL FEES-FOP	073154	69.00
	I-449635	01 -5210302	CONSULTANTS/L	LEGAL FEES-FOP	073154	69.00
	I-449636	01 -5210302	CONSULTANTS/L	LEGAL FEES-IAFF	073154	966.00
	I-449637	01 -5210302	CONSULTANTS/L	LEGAL FEES-FOP	073154	184.00
	I-449817	01 -5214302	CONSULTANTS	LEGAL FEES	073154	1,911.14
01-MC0169	MCALESTER REGIONAL HOSP					
	I-CITY OF MC 2/28/15	01 -5653348	DRUG TESTING/	PHYSICAL CAPACITY TEST	073155	98.00
	I-CITYLAB 2/28/2015	01 -5653348	DRUG TESTING/	MISC DRUG SCREENS	073156	45.00
01-N00040	NAT'L. ASSOC. OF FIRE					
	I-16353-2015	01 -5431330	DUES & SUBSCR	YEARLY DUES	073157	55.00
01-N00153	NATIONAL SAFETY COUNCIL					
	I-553164-2015	01 -5653213	SAFETY EXPENS	YEARLY DUES-NSC WEBSITE	073158	395.00
01-N00250	MCALESTER NEWS CAPITAL					
	I-05617801	01 -5215202	OPERATING SUP	BID ADVERTISEMENT FEES	073159	33.02
	I-05617862	01 -5215202	OPERATING SUP	BID AD FEES	073159	34.02
	I-05617892	01 -5652317	ADVERTISING &	PUBLICATION FEES	073159	54.20
	I-05617893	01 -5652317	ADVERTISING &	PUBLICATION FEES	073159	39.45
	I-05617894	01 -5652317	ADVERTISING &	PUBLICATION FEES	073159	42.30
	I-05617914	01 -5212317	ADVERTISING &	COUNCIL PUBLICATIONS	073159	17.61
	I-224	01 -5653317	ADVERTISING &	PUBLICATION FEE-MISC JOBS	073159	33.66
01-N00340	BLUE TARP FINANCIAL, IN					
	I-32319639	01 -5542203	REPAIRS & MAI	CABLE & SPRING ASSEMBLY	073162	116.75

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01-N00343	NORTHERN SAFETY CO INC	I-901311321	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	073163	116.08
01-000075	O'REILLY AUTO PARTS	I-0230-267042	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR FIRE	073164	1.86
01-000219	OKLA BUREAU OF NARCOTIC	I-201503047140	01 -2103	OBN PAYABLE ( DRUG ED FEES DUE	073050	121.14
01-000414	OKLA TAX COMMISSION-AUT	I-14-01703	01 -5321202	OPERATING SUP LOST TITLE FEE	073168	10.00
01-000427	OKLA UNIFORM BUILDING C	I-FEB 2015	01 -5652336	FEES BUILDING PERMIT FEES	073060	52.00
01-000595	OSBI	I-201503047138	01 -2101	AFIS PAYABLE AFIS FEES DUE	073051	3,902.16
		I-201503047138	01 -2102	FORENSICS PAY FORENSIC FEES DUE	073051	3,782.73
		I-201503047138	01 -2106	OSBI-LAB FEE LAB FEES DUE	073051	20.34
01-P00242	PETER STASIAK	I-201503167181	01 -5210331	EMPLOYEE TRAV TRAVEL EXP- UNFAIR LABOR PRACT	073170	118.91
01-P00250	PETTY CASH	I-201503127175	01 -5431207	CLOTHING ALLO REIMB CLOTHING ALLOWANCE	073171	13.63
		I-201503127175	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-TREASURERS CONF	073171	405.24
		I-201503127175	01 -5215202	OPERATING SUP REIMB RETIREMENT EXP	073171	31.54
		I-201503127175	01 -5321339	VEHICLE/EQUIP REIMB AUTO EXP	073171	18.88
		I-201503127175	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-RECRUIT UNIFORMS	073171	30.00
		I-201503127175	01 -5544203	REPAIRS & MAI REIMB WELDER EXP	073171	10.25
		I-201503127175	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-BROKEN BOW	073171	17.00
		I-201503127175	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-BROKEN BOW	073171	18.67
		I-201503127175	01 -5101202	OPERATING SUP COUNCIL MTG EXP	073171	60.00
		I-201503127175	01 -5211331	EMPLOYEE TRAV BUSINESS LUNCH EXP	073171	35.13
01-P00328	PITTS COUNTY CLERK	I-EXHIBIT "A"	01 -5652319	DEMOLITION CONDEMNATION FILING FEE	073172	2.00
		I-RESOLUTION 15-02	01 -5652319	DEMOLITION CONDEMNATION FILING FEE	073172	13.00
01-P00340	PITTS. COUNTY ELEC. BOA	I-4/7/2015 ELECTION	01 -5101350	ELECTIONS SPEC. ELECTION FEE-BONDS	073174	4,706.70
01-P00510	PRO-KIL, INC	I-86058	01 -5542308	CONTRACTED SE PEST CONTROL	073176	68.00
		I-86059	01 -5548203	REPAIRS & MAI PEST CONTROL AT CITY HALL	073176	170.00
		I-86060	01 -5544308	CONTRACT LABO PEST CONTROL-SBC	073176	106.00
		I-86140	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL-JIS	073176	126.00
01-P00560	PUBLIC SERVICE/AEP					

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=====						
01-P00560	PUBLIC SERVICE/AEP	continued				
	I-201503067151	01	-5215313	ELECTRIC UTIL ELECT UTIL-EMER RESP CENTER	073052	565.74
	I-201503067151	01	-5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	073052	0.31
	I-201503067151	01	-5215313	ELECTRIC UTIL ELECT UTIL-PD/NARC	073052	229.37
	I-201503067151	01	-5215313	ELECTRIC UTIL ELECT UTIL-1016 S SOUTH	073052	214.93
	I-201503107157	01	-5215313	ELECTRIC UTIL ELECTRIC EXP-1099 E WYANDOTTE	073061	36.18
	I-201503107157	01	-5215313	ELECTRIC UTIL ELECTRIC EXP-417 E CHADICK AVE	073061	40.81
	I-201503107158	01	-5215313	ELECTRIC UTIL ELECTRIC EXP-LIBRARY	073061	1,440.99
	I-201503107158	01	-5215313	ELECTRIC UTIL ELECTRIC EXP-RECYCLE CTR	073061	87.44
	I-201503107158	01	-5215313	ELECTRIC UTIL ELECTRIC EXP-333 E CARL ALBERT	073061	40.81
	I-201503107158	01	-5215313	ELECTRIC UTIL ELECTRIC EXP-GENERAL	073061	10,503.46
01-R00300	RICHARD RUSHING					
	I-201503127177	01	-5544308	CONTRACT LABO BASKETBALL REFEREE FEE-6 GAMES	073179	150.00
01-S00190	SECURITY SYS. & ENG. IN					
	I-30007	01	-5548316	REPAIRS & MAI ALARM MONITORING SVS	073183	60.00
	I-30008	01	-5544308	CONTRACT LABO QTRLY ALARM MONITORING	073183	60.00
	I-30050	01	-5547203	REPAIRS & MAI ALARM MONITORING FEE	073183	120.00
	I-30051	01	-5547203	REPAIRS & MAI ALARM MONITORING FEE	073183	120.00
01-S00329	SHRED-IT USA, INC-OKLAH					
	I-9405102811	01	-5212308	CONTRACTED SE MONTHLY SHREDDING SVS	073185	64.00
01-S00726	STAPLES ADVANTAGE					
	C-3257879080 CR	01	-5225401	COMPUTER TECH COMPUTER SUPPLIES	073187	299.99-
	I-04199	01	-5215202	OPERATING SUP OFFICE SUPPLIES	073187	72.20
	I-3257879078	01	-5225401	COMPUTER TECH COMPUTER SUPPLIES	073187	48.38
	I-3257879079	01	-5225401	COMPUTER TECH COMPUTER SUPPLIES	073187	448.98
	I-3257879081	01	-5225401	COMPUTER TECH COMPUTER SUPPLIES	073187	189.99
01-T00431	THOMAS & MEANS LAW FIRM					
	I-16331	01	-5320331	EMPLOYEE TRAV SEMINAR FEE-CRANDALL	073188	465.00
01-T00458	TONYA M BARNES					
	I-201503127179	01	-5544308	CONTRACT LABO SCOREKEEPER FEE-6 GAMES	073189	90.00
01-U00020	UNITED STATES CELLULAR					
	I-0074607571	01	-5544328	INTERNET SERV SBC MONTHLY INTERNET SVS-3/15	073191	52.07
	I-0074614288	01	-5215315	TELEPHONE UTI CELL EXP-GENERAL	073191	1,832.74
01-W00040	WALMART COMMUNITY BRC					
	I-001371	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073194	158.78
	I-006995	01	-5865202	OPERATING SUP OFFICE SUPPLIES	073194	26.81
	I-03236	01	-5431202	OPERATING SUP JANITORIAL SUPPLIES	073194	102.26
	I-05369	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073194	36.91
	I-06394	01	-5431202	OPERATING SUP JANITORIAL SUPPLIES	073194	274.57
01-W00195	WELDON PARTS INC.					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00195 WELDON PARTS INC.			continued			
	I-1430714-00		01 -5431203	REPAIRS & MAI MISC REPAIRS & PARTS	073195	30.96
01-W00270 WHITE ELECTRICAL SUPPLY						
	I-S1869681.002		01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073196	68.10
			FUND 01	GENERAL FUND	TOTAL:	88,115.08

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01-A00267	AIRGAS, INC					
		I-992333057	02 -5973203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	073090	94.22
01-A00362	VYVE BROADBAND					
		I-201503107162	02 -5973328	INTERNET SERV INTERNET SVS-WWTP	073056	69.56
01-A00423	ALLIED WASTE SERVICES O					
		I-375-000356426	02 -5866306	CONTRACTED RE WASTE SVS FEE-FEB 2015	073093	157,608.72
		I-375-000356426	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	073093	681.44-
01-A00582	AT&T					
		I-201503067148	02 -5267315	TELEPHONE UTI PHONE UTIL-INTERNET SVS	073045	1,414.50
01-B00180	UNION IRON WORKS, INC.					
		I-S1841402.001	02 -5973316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073100	91.06
		I-S1845643.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	073100	12.82
		I-S1846995.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	073100	32.62
		I-S1847144.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	073100	70.80
01-C00271	CBSA					
		I-201503167190	02 -2512	CBSA COLLECTI UB&C COLLECTION FEES-MAR 2015	073106	934.70
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201503067152	02 -5267314	GAS UTILITY GAS UTIL-CITY GARAGE	073047	699.04
		I-201503107159	02 -5267314	GAS UTILITY GAS EXP-301 E POLK	073058	805.32
01-D00158	DAVID T HARDGRAVE					
		I-4-1502	02 -5973302	CONSULTANTS ( MONTHLY PRE-TREATMENT FEE	073112	1,200.00
01-E00024	STANLEY RAY OWENS DBA E					
		I-2179	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL FEE	073117	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201503127169	02 -5216212	FUEL EXPENSE FUEL EXP-UB&C	073120	297.80
		I-201503127169	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	073120	599.77
		I-201503127169	02 -5871212	FUEL EXPENSE FUEL EXP-ENGINEERING	073120	59.21
		I-201503127169	02 -5973212	FUEL EXPENSE FUEL EXP-WWTP	073120	558.17
		I-201503127169	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	073120	1,420.28
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201503107161	02 -5267314	GAS UTILITY GAS EXP-HEREFORD LN	073059	2,439.59
01-I00120	TYLER TECHNOLOGIES					
		I-025-119337	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	073131	293.16
01-L00380	LOCKE SUPPLY CO.					
		I-25167588-00	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	073144	3.92
01-L00428	LOWE'S CREDIT SERVICES					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES	continued				
	I-9001367	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	073145	79.66	
	I-902031	02 -5973316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073145	55.06	
	I-906070	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	073145	4.33	
	I-907901	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	073145	6.32	
01-L00429	LOVE BOTTLING CO.					
	I-8277081	02 -5973203	REPAIRS & MAI DISTILLED WATER-WWM	073146	81.00	
01-M00304	MESHEK & ASSOC., PLC					
	I-2804	02 -5871302	CONSULTANTS CONSULTANT FEE-STM WTR	073147	7,779.57	
01-M00665	MTS SAFETY PRODUCTS, IN					
	I-4874500	02 -5975202	OPERATING SUP RAIN GEAR FOR UTM	073151	532.12	
01-O00075	O'REILLY AUTO PARTS					
	I-0230-267946	02 -5973203	REPAIRS & MAI BOLTS FOR REPAIRS-WWM	073164	23.95	
01-P00078	PAMLI N. JOSLIN					
	I-695	02 -5973207	CLOTHING ALLO CLOTHING ALLOWANCE	073169	270.00	
01-P00328	PITTS COUNTY CLERK					
	I-14-01714A	02 -5871202	OPERATING SUP EASEMENT FILING FEES	073172	13.00	
	I-14-01714B	02 -5871202	OPERATING SUP EASEMENT FILING FEES	073172	17.00	
	I-14-01714C	02 -5871202	OPERATING SUP EASEMENT FILING FEES	073172	15.00	
01-P00560	PUBLIC SERVICE/AEP					
	I-201503127176	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-MPWA	073178	30,126.75	
01-R00600	RURAL WATER DISTRICT #1					
	I-201503047141	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	073053	14.30	
01-S00216	SEVERN TRENT ENV SVS.,					
	I-201503127178	02 -5974302	CONSULTANTS WTP OPERATION SVS-MARCH 2015	073184	98,702.75	
01-S00580	AT & T					
	I-201503107160	02 -5267315	TELEPHONE UTI PHONE EXP-MPWA	073062	5,135.23	
01-U00020	UNITED STATES CELLULAR					
	I-0074614288	02 -5267315	TELEPHONE UTI CELL EXP-MPWA	073191	623.16	
01-U00128	UNITED PACKAGING & SHIP					
	I-158009	02 -5973203	REPAIRS & MAI SHIPPING FEES	073192	38.04	
	I-158010	02 -5973203	REPAIRS & MAI SHIPPING FEES	073192	36.98	
FUND 02 MPWA				TOTAL:	311,678.04	

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PACKET: 12600 CLAIMS FOR 03/24/2015

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201503127169	03 -5876212	FUEL EXPENSE FUEL EXP-AIRPORT	073120	112.65
01-P00560	PUBLIC SERVICE/AEP					
		I-201503067151	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	073052	1,203.66
01-U00020	UNITED STATES CELLULAR					
		I-0074614288	03 -5876315	TELEPHONE UTI CELL EXP-AIRPORT	073191	27.93
			FUND 03	AIRPORT AUTHORITY	TOTAL:	1,344.24



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VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201503107158	05 -5218313	ELECTRIC UTIL ELECTRIC EXP-PARKING AUTH	073061	133.06
			FUND	05 PARKING AUTHORITY	TOTAL:	133.06

PACKET: 12600 CLAIMS FOR 03/24/2015

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201503167182	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	073091	150.00
		I-201503167183	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	073091	96.60
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201503127170	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	073121	477.77
01-G00288	GERALDINE E MALKOWSKI					
		I-201503167184	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	073125	150.00
		I-201503167185	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	073125	87.98
01-R00304	RICHELLE CHEYENNE					
		I-201503167186	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	073180	92.00
01-U00020	UNITED STATES CELLULAR					
		I-0074614288	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	073191	83.79
			FUND	08 NUTRITION	TOTAL:	1,138.14

PACKET: 12600 CLAIMS FOR 03/24/2015

VENDOR SET: 01

FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00507	BRONZE OAK LLC					
		I-2015 PMT #4	24 -5876401	CAPITAL OUTLA RUNWAY IMPROVEMENT-AIRPOR	073102	104,076.00
		I-2015 PMT #5	24 -5876401	CAPITAL OUTLA RUNWAY IMPROVEMENT-AIRPOR	073102	130,970.70
01-L00220	LBR, INC.					
		I-5127	24 -5876401	CAPITAL OUTLA CONSULTANT FEE-AIRPORT	073142	14,852.50
		I-5128	24 -5876401	CAPITAL OUTLA CONSULTANT FEE-AIRPORT	073142	14,855.15
			FUND 24	AIRPORT GRANT	TOTAL:	264,754.35

PACKET: 12600 CLAIMS FOR 03/24/2015

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00001	4IMPRINT, INC					
		I-3773585	27 -5655214	TOURISM EXPEN TOURISM PROMOTIONAL ITEMS	073119	1,086.61
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201503127170	27 -5655212	FUEL EXPENSE FUEL EXP-TOURISM	073121	22.23
01-N00250	MCALESTER NEWS CAPITAL					
		I-228	27 -5655317	ADVERTISING CHAMBER DIR. AD FEE	073159	30.53
01-O00137	OKLA TOURISM/RECREATION					
		I-1351-12092	27 -5655214	TOURISM EXPEN MAIL FEE-MCALESTER BROCHU	073166	440.51
01-U00020	UNITED STATES CELLULAR					
		I-0074614288	27 -5655315	TELEPHONE UTI CELL EXP-TOURISM	073191	52.93
01-U00128	UNITED PACKAGING & SHIP					
		I-158347	27 -5655202	OPERATING SUP SHIPPING FEES	073192	19.06
01-W00040	WALMART COMMUNITY BRC					
		I-07741	27 -5655202	OPERATING SUP SUPPLIES FOR TOURISM	073194	105.00
			FUND	27 TOURISM FUND	TOTAL:	1,756.87

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 VENDOR SET: 01  
 FUND : 28 SE EXPO CENTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00469	CITY OF MCALESTER SPECI	I-3101215	28 -5654349	COUNCIL PARTN EXPO RENTAL FEE	073107	945.00
01-C00823	COUNTRY MART	I-4290166137	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	073109	71.55
		I-4290646130	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	073109	28.65
01-F00015	FLEETCOR TECHNOLOGIES	I-201503127170	28 -5654212	FUEL EXPENSE FUEL EXP-EXPO	073121	48.41
01-M00470	MILLER BROTHERS ENTERPR	I-39897	28 -5654316	REPAIRS & MAI EMER OH DOOR REPAIR	073148	125.00
01-P00560	PUBLIC SERVICE/AEP	I-201503067151	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV	073052	40.01
		I-201503107157	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO	073061	4,601.64
01-S00009	SADLER PAPER CO	I-13909	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	073182	55.77
01-S00360	SIMPLEXGRINNELL LP	I-77607336	28 -5654316	REPAIRS & MAI ANNUAL FIRE EQUIP INSPECT	073186	546.50
		I-77608679	28 -5654316	REPAIRS & MAI ANNUAL FIRE EQUIP INSPECT	073186	738.00
		I-81088988	28 -5654316	REPAIRS & MAI ANNUAL FIRE EQUIP INSPECT	073186	201.60
01-S00580	AT & T	I-201503107160	28 -5654315	TELEPHONE UTI PHONE EXP-ATM LINE @ EXPO	073062	77.29
01-T00580	R. D. FORD dba TRIPLE	I-132330	28 -5654316	REPAIRS & MAI EMER PLBG REPAIRS	073190	160.00
01-U00020	UNITED STATES CELLULAR	I-0074614288	28 -5654315	TELEPHONE UTI CELL EXP-EXPO	073191	83.79
01-W00040	WALMART COMMUNITY BRC	I-00543	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	073194	127.54
		I-04355	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	073194	89.10
			FUND 28 SE EXPO CENTER	TOTAL:		7,939.85

PACKET: 12600 CLAIMS FOR 03/24/2015

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201503067149	29 -5324315	TELEPHONE UTI PHONE UTIL-E911 HOST CIRCUIT	073044	781.25
		I-201503067149	29 -5324315	TELEPHONE UTI PHONE UTIL-E911 COUNTY TRUNK	073044	198.00
01-C00146	CANADIAN VALLEY TELEPHO					
		I-1974SZ00801.028	29 -5324315	TELEPHONE UTI PHONE EXP-E-911 CTY TRUNK LN	073057	113.36
01-C00856	CROSS TELEPHONE COMPANY					
		I-201503067147	29 -5324315	TELEPHONE UTI PHONE UTIL-911 COUNTY LINE	073048	473.02
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201503127170	29 -5324212	FUEL EXPENSE FUEL EXP-E-911	073121	61.97
01-L00084	LANGUAGE LINE SERVICES					
		I-3559519	29 -5324202	OPERATING SUP TRANSLATION FOR 911 CALL	073140	1.99
01-O00276	OKLA DEPT OF PUBLIC SAF					
		I-04-1506451	29 -5324308	CONTRACTED SE TELETYPE RENTAL FOR E-911	073167	350.00
01-P00501	PROBOTICS AMERICA					
		I-2996	29 -5324202	OPERATING SUP 911 TRAINING SUPPLIES	073175	592.00
01-P00552	PUBLIC SAFETY GROUP					
		I-2242	29 -5324331	EMPLOYEE TRAV TRAINING EXP-E-911	073177	258.00
01-S00580	AT & T					
		I-201503067150	29 -5324315	TELEPHONE UTI PHONE UTIL-E-911	073054	2,282.78
01-U00020	UNITED STATES CELLULAR					
		I-0074614288	29 -5324315	TELEPHONE UTI CELL EXP-E-911	073191	27.93
01-V00065	VDO COMMUNICATIONS LLC					
		I-026287	29 -5324202	OPERATING SUP 911 COMMUNICATION SUPPLIE	073193	852.68
			FUND	29 E-911	TOTAL:	5,992.98

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VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KIRK RIDENOUR	I-201503127172	30 -5652331	EMPLOYEE TRAV KIRK RIDENOUR: TRAVEL EXP	073084	208.00
	LEROY ALSUP	I-201503127173	30 -5652331	EMPLOYEE TRAV LEROY ALSUP: TRAVEL EXP	073085	208.00
	LEROY ALSUP	I-201503127174	30 -5652331	EMPLOYEE TRAV LEROY ALSUP:TRAVEL EXP	073086	52.45
01-P00250	PETTY CASH					
		I-201503127175	30 -5652350	BUSINESS DEVE REIMB ECON DEV EXP	073171	40.61
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	509.06

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 FUND : 35 FLEET MAINTENANCE

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00229	ADVANTAGE TRUCK AND AUT					
	I-47587	35 -5862203	REPAIRS & MAI	BEDLINERS FOR TRUCKS	073089	640.00
01-A00751	ATWOODS					
	I-2497/9	35 -5862203	REPAIRS & MAI	MISC REPAIR PARTS	073096	73.30
01-A00770	BOLTE ENTERPRISES, INC					
	I-954802	35 -5862203	REPAIRS & MAI	SMALL REPAIR PARTS	073097	8.30
	I-954849	35 -5862203	REPAIRS & MAI	SMALL REPAIR PARTS	073097	4.49
	I-954919	35 -5862203	REPAIRS & MAI	SMALL REPAIR PARTS	073097	2.99
	I-954935	35 -5862203	REPAIRS & MAI	SMALL REPAIR PARTS	073097	94.68
	I-954957	35 -5862203	REPAIRS & MAI	SMALL REPAIR PARTS	073097	87.79
	I-955029	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073097	41.99
	I-955037	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073097	31.20
	I-955120	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073097	14.34
01-B00043	B & S SUPPLY, INC.					
	I-63816	35 -5862203	REPAIRS & MAI	MISC SHOP SUPPLIES	073098	666.41
	I-63825	35 -5862204	SMALL TOOLS	BATTERY TESTER	073098	121.44
01-B00150	BEALES GOODYEAR TIRES					
	I-1-GS12947	35 -5862203	REPAIRS & MAI	TIRES FOR FIRE CHIEF-2	073099	451.08
01-C00245	CATHEY & ASSOCIATES, L.					
	I-37381	35 -5862203	REPAIRS & MAI	DOOR GLASS FOR PD-53	073105	140.00
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201503127169	35 -5862212	FUEL EXPENSE	FUEL EXP-FLEET MAINT	073120	38.32
	I-201503127170	35 -5862212	FUEL EXPENSE	FUEL EXP-FLEET MAINT	073121	128.33
01-J00143	JAMES SUPPLIES, LLC					
	I-03008461	35 -5862203	REPAIRS & MAI	YRLY LEASE-WELDING BOTTLE	073135	611.00
01-K00270	KIRBY-SMITH MACHINERY,					
	I-PSO115725-1	35 -5862203	REPAIRS & MAI	PARTS FOR GRADALL	073137	512.33
01-MC0045	MCCRAYS MANUFACTURING					
	I-7162	35 -5862203	REPAIRS & MAI	MISC WELDING REPAIRS	073153	52.60
	I-7163	35 -5862203	REPAIRS & MAI	MISC WELDING REPAIRS	073153	15.80
	I-7167	35 -5862203	REPAIRS & MAI	MISC WELDING REPAIRS	073153	59.87
01-N00270	NIX AUTO CENTER, INC.					
	I-271637	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIRS & PARTS	073160	40.38
01-N00271	FREEDOM FORD INC					
	C-161493 CR	35 -5862203	REPAIRS & MAI	MISC VEHICLE REPAIRS	073161	142.50-
	I-161284	35 -5862203	REPAIRS & MAI	MISC VEHICLE REPAIRS	073161	42.95
	I-161289	35 -5862203	REPAIRS & MAI	MISC VEHICLE REPAIRS	073161	39.95
	I-161312	35 -5862203	REPAIRS & MAI	MISC VEHICLE REPAIRS	073161	42.95



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VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	FREEDOM FORD INC		continued			
		I-161316	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	073161	42.95
		I-161420	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	073161	67.39
		I-161459	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	073161	203.60
01-000075	O'REILLY AUTO PARTS					
		C-0230-268111	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	14.35-
		I-0230-266590	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	38.60
		I-0230-266882	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	88.39
		I-0230-267647	35 -5862203	REPAIRS & MAI DIESEL FUEL ADDATIVE	073164	259.99
		I-0230-267868	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	14.48
		I-0230-267883	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	100.65
		I-0230-267962	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	36.87
		I-0230-268109	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	14.35
		I-0230-268110	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	14.35
		I-0230-268127	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	26.20
		I-0230-268204	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	28.89
		I-0230-268311	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073164	5.39
		I-0230-268362	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	62.08
		I-0230-268373	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	62.08
		I-0230-268464	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	103.67
		I-0230-269007	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	74.27
		I-0230-269153	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	11.45
		I-0230-269369	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	22.77
		I-0230-269409	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	19.99
		I-0230-269502	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	12.99
		I-0230-269614	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	073165	56.40
01-U00020	UNITED STATES CELLULAR					
		I-0074614288	35 -5862315	TELEPHONE UTI CELL EXP-FLEET MAINT	073191	62.23
01-W00195	WELDON PARTS INC.					
		I-1415357-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	073195	38.78
			FUND 35	FLEET MAINTENANCE	TOTAL:	5,274.45

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VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN	I-201503	36 -5215315	THIRD PARTY A W/C ADMIN	073150	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

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 VENDOR SET: 01  
 FUND : 41 CIP FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00345	ALL ABOUT U PLUMBING	I-14-01422	41 -5542401	CAPITAL OUTLA PLBG FOR NEW RESTROOM	073092	8,261.00
01-A00712	ARVEST BANK dba ARVEST	I-201503127165	41 -5862401	FLEET MAINTEN VEHICLE LEASE PMT-APRIL 2015	073095	3,210.15
01-B00634	GREGORY L. BURROWS dba	I-BA15-004	41 -5210480	CONTINGENCY CONSULTANT FEE	073103	3,000.00
01-E00024	STANLEY RAY OWENS DBA E	I-2180	41 -5865406	CIP#1 - 17TH PORT-A-POT RENTAL	073117	125.00
01-E00279	EST, INC.	I-33961	41 -5210480	CONTINGENCY CONSULTANT FEE-ARCHERY PA	073118	4,000.00
		I-33961R	41 -5210480	CONTINGENCY CONSULTANT FEE-ARCHERY PA	073118	1,000.00
01-L00079	LANDPLAN CONSULTANTS, I	I-INVOICE 9	41 -5652402	TRAILS GRANT CONSULTANT FEE-BELMONT TR	073139	150.00
01-L00339	LINCOLN EQUIPMENT, INC	I-SI258326	41 -5542401	CAPITAL OUTLA SLIDE FOR JEFF LEE POOL	073143	15,478.20
01-M00304	MESHEK & ASSOC., PLC	I-2812	41 -5865407	9TH & ILLINOI CONSULTANT FEE	073147	5,532.00
01-P00329	PITSTOP	I-6264	41 -5542401	CAPITAL OUTLA HARDWARE FOR HUTCHISON	073173	348.00
01-R00498	DICKIE WOODRUFF dba PAI	I-14-01406	41 -5542401	CAPITAL OUTLA PAINTING FOR HUTCHISON	073181	950.00
		I-14-01740	41 -5542401	CAPITAL OUTLA LABOR TO PAINT RESTROOM	073181	380.00
			FUND 41 CIP FUND	TOTAL:		42,434.35

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VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00221	FLEET DISTRIBUTORS EXPR	I-9015	42 -5321401	CAPITAL OUTLA OUTFIT NEW POLICE UNIT	073123	2,400.02
			FUND	42 FEDERAL FORFEITURE FUND	TOTAL:	2,400.02
				REPORT GRAND TOTAL:		734,412.17

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2014-2015	01 -2100	CLEET PAYABLE (COURT)	8,389.12						
	01 -2101	AFIS PAYABLE - COURT	3,902.16						
	01 -2102	FORENSICS PAYABLE (COURT)	3,782.73						
	01 -2103	OBN PAYABLE (COURT)	121.14						
	01 -2106	OSBI-LAB FEE PAYABLE	20.34						
	01 -5101202	OPERATING SUPPLIES	60.00	3,750	2,349.31				
	01 -5101350	ELECTIONS	4,706.70	18,400	9,656.43-	Y			
	01 -5210302	CONSULTANTS/LABOR RELATION	1,288.00	45,000	14,454.32				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	118.91	6,100	911.64				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	440.37	5,000	279.98				
	01 -5212308	CONTRACTED SERVICES	64.00	1,150	274.00				
	01 -5212317	ADVERTISING & PRINTING	17.61	2,000	326.42				
	01 -5213336	FEES	200.00	2,400	290.00				
	01 -5214302	CONSULTANTS	1,957.14	95,000	7,087.70				
	01 -5215202	OPERATING SUPPLIES	242.33	31,500	1,103.22				
	01 -5215312	EQUIPMENT RENTALS	418.70	21,000	2,425.19-	Y			
	01 -5215313	ELECTRIC UTILITY	13,160.04	294,500	80,885.22				
	01 -5215314	GAS UTILITY	7,878.67	29,200	3,673.54-	Y			
	01 -5215315	TELEPHONE UTILITY	2,263.11	35,000	8,192.74				
	01 -5225212	FUEL EXPENSE	72.74	2,100	1,405.04				
	01 -5225349	SOFTWARE MAINTENANCE	220.50	75,000	15,479.28				
	01 -5225401	COMPUTER TECHNOLOGY	387.36	15,000	4,955.07				
	01 -5320328	INTERNET SERVICE	98.56	1,500	616.64				
	01 -5320331	EMPLOYEE TRAVEL & TRAINING	465.00	3,000	2,492.27				
	01 -5321202	OPERATING SUPPLIES	939.00	15,000	9,895.68				
	01 -5321212	FUEL EXPENSE	6,274.03	107,500	40,585.20				
	01 -5321308	CONTRACTED SERVICES	568.00	11,000	4,071.17				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	127.67	10,000	5,345.12				
	01 -5321332	COMMUNITY SERVICES PROGRAM	252.12	7,500	2,654.40				
	01 -5321339	VEHICLE/EQUIP. MAINTENANCE	18.88	115,929	41,349.39				
	01 -5322212	FUEL EXPENSE	244.02	5,300	2,933.09				
	01 -5431202	OPERATING SUPPLIES	558.54	12,900	624.49-	Y			
	01 -5431203	REPAIRS & MAINT SUPPLIES	194.81	9,900	4,177.32				
	01 -5431207	CLOTHING ALLOWANCE	399.75	26,600	1,599.51				
	01 -5431212	FUEL EXPENSE	902.01	18,400	6,080.58				
	01 -5431305	PHYSICALS	475.00	25,000	22,550.00				
	01 -5431328	INTERNET SERVICE	71.99	3,829	684.29				
	01 -5431330	DUES & SUBSCRIPTIONS	55.00	8,000	3,431.00				
	01 -5432202	OPERATING SUPPLIES	1,319.14	24,000	3,571.31				
	01 -5432212	FUEL EXPENSE	906.76	20,000	10,752.20				
	01 -5432308	CONTRACTED SERVICES	3,539.11	40,302	9,564.65				
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,156.64	47,500	10,550.63				
	01 -5542212	FUEL EXPENSE	972.09	34,000	14,390.55				
	01 -5542308	CONTRACTED SERVICES	282.96	14,400	5,367.13				
	01 -5543203	REPAIRS & MAINT SUPPLIES	36.99	9,000	2,886.57				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5544202	OPERATING SUPPLIES	70.00	15,800	6,936.48		
01	-5544203	REPAIRS & MAINTENANCE SUPP	10.25	13,500	5,264.44		
01	-5544212	FUEL EXPENSE	70.35	2,800	1,240.84		
01	-5544308	CONTRACT LABOR	926.00	18,000	6,373.00		
01	-5544328	INTERNET SERVICE	52.07	1,380	544.23		
01	-5547203	REPAIRS & MAINT SUPPLIES	1,138.30	11,000	1,030.96		
01	-5547212	FUEL EXPENSE	184.99	7,600	1,390.07		
01	-5547328	INTERNET SERVICE	61.07	720	239.28		
01	-5548203	REPAIRS & MAINTENANCE SUPP	954.47	42,000	4,867.02-	Y	
01	-5548212	FUEL EXPENSE	233.56	5,215	2,226.45		
01	-5548316	REPAIRS & MAINTENANCE	4,320.25	17,500	3,076.22-	Y	
01	-5652212	FUEL EXPENSE	117.49	5,900	3,694.62		
01	-5652317	ADVERTISING & PRINTING	135.95	2,300	1,584.10		
01	-5652319	DEMOLITION	15.00	25,000	24,772.00		
01	-5652336	FEES	52.00	1,800	585.00		
01	-5653212	FUEL EXPENSE	51.99	700	77.10		
01	-5653213	SAFETY EXPENSE	511.08	24,000	3,387.18		
01	-5653317	ADVERTISING & PRINTING	33.66	4,000	2,662.71		
01	-5653348	DRUG TESTING/PHYSICALS	343.00	12,000	4,812.75		
01	-5865202	OPERATING SUPPLIES	26.81	1,200	941.18		
01	-5865212	FUEL EXPENSE	2,242.59	45,000	16,084.40		
01	-5865218	STREET REPAIRS & MAINTENAN	6,910.61	261,000	41,007.89		
01	-5865328	INTERNET SERVICE	83.85	1,920	557.48		
02	-2512	CBSA COLLECTION FEES	934.70				
02	-5216212	FUEL EXPENSE	297.80	8,800	4,705.25		
02	-5216336	FEES	293.16	4,100	1,168.40		
02	-5267313	ELECTRIC UTILITY	30,126.75	392,448	103,110.84		
02	-5267314	GAS UTILITY	3,943.95	8,000	1,127.65-	Y	
02	-5267315	TELEPHONE UTILITY	7,172.89	59,827	3,882.05-	Y	
02	-5267316	WATER UTILITY	14.30	3,300	3,117.02		
02	-5866212	FUEL EXPENSE	599.77	14,000	8,386.38		
02	-5866230	RECYCLING CENTER EXPENSE	100.00	2,300	100.00		
02	-5866306	CONTRACTED REFUSE SERVICES	156,927.28	1,810,540	560,812.49		
02	-5871202	OPERATING SUPPLIES	45.00	2,500	2,182.58		
02	-5871212	FUEL EXPENSE	59.21	3,200	1,986.92		
02	-5871302	CONSULTANTS	7,779.57	85,000	45,000.00		
02	-5973203	REPAIRS & MAINT SUPPLIES	274.19	25,000	500.36		
02	-5973207	CLOTHING ALLOWANCE	270.00	3,000	126.95		
02	-5973212	FUEL EXPENSE	558.17	15,200	7,207.12		
02	-5973302	CONSULTANTS (IND. PRETREAT	1,200.00	22,000	6,082.82		
02	-5973316	REPAIRS & MAINTENANCE	146.12	22,000	6,717.14		
02	-5973328	INTERNET SERVICE	69.56	824	205.40		
02	-5974302	CONSULTANTS	98,702.75	1,184,433	296,108.25		
02	-5975202	OPERATING SUPPLIES	532.12	3,500	166.18		
02	-5975209	UTILITY MAINTENANCE SUPP.	210.47	82,500	36,614.66		

\*\* 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	-5975212	FUEL EXPENSE	1,420.28	33,000	15,828.92				
03	-5876212	FUEL EXPENSE	112.65	3,701	1,512.58				
03	-5876313	ELECTRIC UTILITY	1,203.66	13,800	3,346.36				
03	-5876315	TELEPHONE UTILITY	27.93	350	101.15				
05	-5218313	ELECTRIC UTILITY	133.06	1,988	843.23				
08	-5549212	FUEL EXPENSE	477.77	11,000	6,010.62				
08	-5549308	CONTRACT SERVICES	576.58	15,500	5,008.61				
08	-5549315	TELEPHONE UTILITY	83.79	3,386	986.79				
24	-5876401	CAPITAL OUTLAY	264,754.35	1,823,620	133,120.00				
27	-5655202	OPERATING SUPPLIES	124.06	4,000	2,351.01				
27	-5655212	FUEL EXPENSE	22.23	1,100	747.62				
27	-5655214	TOURISM EXPENSE	1,527.12	48,000	26,287.22				
27	-5655315	TELEPHONE UTILITY	52.93	900	226.15				
27	-5655317	ADVERTISING	30.53	13,600	10,513.31				
28	-5654203	REPAIR & MAINT SUPPLIES	55.77	16,846	7,300.41				
28	-5654210	CONCESSION SUPPLIES	316.84	16,721	1,935.97-	Y			
28	-5654212	FUEL EXPENSE	48.41	2,300	1,233.92				
28	-5654313	ELECTRIC UTILITY	4,641.65	57,000	10,023.58				
28	-5654315	TELEPHONE UTILITY	161.08	2,700	1,616.30				
28	-5654316	REPAIRS & MAINTENANCE	1,771.10	31,100	1,369.09				
28	-5654349	COUNCIL PARTNERSHIP	945.00	15,000	9,680.00				
29	-5324202	OPERATING SUPPLIES	1,446.67	4,000	1,664.06				
29	-5324212	FUEL EXPENSE	61.97	2,000	992.28				
29	-5324308	CONTRACTED SERVICES	350.00	65,500	9,809.49				
29	-5324315	TELEPHONE UTILITY	3,876.34	59,499	18,171.19				
29	-5324331	EMPLOYEE TRAVEL & TRAININ	258.00	4,500	3,047.22				
30	-5652331	EMPLOYEE TRAVEL & TRAINING	468.45	17,500	7,214.33				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	40.61	24,600	14,428.71				
35	-5862203	REPAIRS & MAINTENANCE SUPP	4,924.13	240,000	54,234.14				
35	-5862204	SMALL TOOLS	121.44	250	128.56				
35	-5862212	FUEL EXPENSE	166.65	5,000	3,023.99				
35	-5862315	TELEPHONE UTILITY	62.23	732	238.38				
36	-5215315	THIRD PARTY ADM FEES	941.68	12,000	600.00				
41	-5210480	CONTINGENCY	8,000.00	70,000	42,944.14				
41	-5542401	CAPITAL OUTLAY	25,417.20	124,100	3,892.30				
41	-5652402	TRAILS GRANT PROJECT	150.00	236,798	176,893.25				
41	-5862401	FLEET MAINTENANCE	3,210.15	57,200	53,989.85				
41	-5865406	CIP#1 - 17TH STREET	125.00	119,020	57,844.09				
41	-5865407	9TH & ILLINOIS DRAINAGE PR	5,532.00	300,000	269,000.00				
42	-5321401	CAPITAL OUTLAY	2,400.02	36,000	1,971.82				
** 2014-2015 YEAR TOTALS **			734,412.17						

NO ERRORS

\*\* END OF REPORT \*\*

3/17/2015 9:44 AM

A / P CHECK REGISTER

PAGE: 14

PACKET: 12600 CLAIMS FOR 03/24/2015

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	3/2015	88,115.08CR
02	3/2015	311,678.04CR
03	3/2015	1,344.24CR
05	3/2015	133.06CR
08	3/2015	1,138.14CR
24	3/2015	264,754.35CR
27	3/2015	1,756.87CR
28	3/2015	7,939.85CR
29	3/2015	5,992.98CR
30	3/2015	509.06CR
35	3/2015	5,274.45CR
36	3/2015	941.68CR
41	3/2015	42,434.35CR
42	3/2015	2,400.02CR
ALL		734,412.17CR



# Italian Festival

March 5, 2015

Dear City of McAlester,

I am writing this letter to request a partnership for the Expo Rental fee in the amount of \$2,125.00 for the Italian Festival of McAlester to be held on May 16-17, 2015 with set up on May 15, 2015.

For the last 45 years the Italian Festival of McAlester has been a tourism destination to over 10,000 people every year. We have sold countless authentic Italian meals all handmade right here in McAlester. Not only is the Festival making charitable donations and giving scholarships to local students they are also paying local city sales tax on the food they buy. In addition, the vendors from the festival and outside visitors are all paying sales taxes and hotel tax too. The economic development and tourism that is generated from the Italian Festival would cease to exist if it wasn't for the generous partnership with the City of McAlester.

Therefore, on behalf of the Italian Festival of McAlester we kindly request that you partner with us again this year so that we can continue this wonderful tradition of excellence that showcases McAlester's cultural assets.

We appreciate your kindness and thank you in advance for taking the time to review this letter. Without those like you, this opportunity would not be possible.

Sincerely,

Bob Lenardo  
Italian Festival Chairman

# McAlester Italian Festival 2014

		<u>INCOME</u>	<u>EXPENSE</u>	<u>NET PROFIT</u>
<b>Food Tent</b>				
Ticket sales	17130.00	17130.00	6497.36	10632.64
Sandwich		2427.00	976.14	1450.86
Arts & Crafts		8082.50		8082.50
Outside Vendors		1887.50		1887.50
			<b>TOTAL</b>	<b>22053.50</b>
ADVERTISING (Radio, newspaper)			2623.00	
ADVERTISING (posters/banners/signs)			717.69	
OTC Tax Fee			50.00	
Security & Parking			600.00	
Re & Regina			93.54	
Tents			2980.00	
Sales Tax Paid			1526.28	
Food Tickets			421.16	
McAlester Schools Cook Days			60.00	
ce			425.00	
Net Italian Festival Income		<b>Total</b>	<b>9496.67</b>	<b>12556.83</b>
<b>Other Income</b>				
Carnival	1380.00			
Inflatables	500.00			
Sponsorships	800.00			
Misc. (ice, extra meat, pop)	53.00			
	<b>Total</b>	<b>2733.00</b>		<b>15289.83</b>
Paghetti Eating Contest			160.00	15139.83
<b>Entertainment</b>				
Bad Leg Benny			600.00	
Santa Fe Line			500.00	
John Michael Music			250.00	
Voice of One			250.00	
Brian Echelle (equipment & Sound)			100.00	
		<b>TOTAL</b>	<b>1700.00</b>	<b>13439.83</b>

ONATIONS	EXPENSE	NET PROFIT
		13439.83

UCO SCHOLARSHIP (KYLIE MURDAUGH)	500.00
OSU SCHOLARSHIP (MADISON SLAWSON)	500.00
STUART FFA (CLEANING TABLES)	250.00
GIFT CARDS FOR RELAY FOR LIFE	20.00

TOTAL	1270.00	12169.83
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isc. for Show

Bob Impson (misc. for inmates)	193.57
Stamps for applications and scholarships	136.73
Paradise Donuts for cook day	22.56
Wal-mart for cook day	45.95
Pizza hut for cook day	56.68
Alamo Liquor	295.57
Wal-Mart Hamburgers &supplies for Friday night	244.18
Wal-greens (water)	26.07
White Electric ( supplies for show)	540.09
Pizza for workers on Thursday	34.86
Stage	650.00
Banners for donnors	286.00
Liability ins for show	495.00
Misc from food vendor (gloves,aprons,towels,foil,	320.87
Freezer paper,garlic,jalapeno pepers)	
Wal-mart misc (electric knives,nails,tape, markers, sugar	295.62
Water for salad dressing,beer for Friday night,	
Pop for inmates & misc	
Sadler refrigeration to get freezer working for meat	265.00

TOTAL	3908.75	8261.08
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Italian Festival  
Board of Trustees Meeting  
9/25/2014

Attending: Bob Lenardo, Paul McDaniel, Mary Ann Fields, Ron Boyer, Ron  
Dusenberry, Art & Sandra Wilkinson

Meeting called to order at 6:25.

Bob Lenardo made motion to donate the following funds to charities:

Mercy Clinic -\$500.00  
Fair Grounds Authority-\$600.00  
BACA-\$250.00  
Camp Plea-\$250.00  
Autism Horse Therapy-\$250.00  
Youth Shelter-\$500.00  
Hospice-\$500.00  
Scholarship-\$500.00  
Scholarship-\$500.00  
Stuart Booster Club-\$250.00  
Total \$4100.00

Paul second, motion passed.

Meeting adjourned at 6:45.



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** March 24, 2015  
**Department:** Expo  
**Prepared By:** Jerry Lynn Wilson  
**Date Prepared:** March 5, 2015

**Item Number:** \_\_\_\_\_  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 5

### Subject

Consider and act upon, a request by the Italian Festival Foundation to partner with them for the rental fee for the use of the Southeast Expo Center for the 2015 Annual Italian Festival in the amount of \$2,125.00.

### Recommendation

Consider approval to partner with them in the amount of \$2,125.00 for the use of the Expo Center for three days in Expo Hall.

### Discussion

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

### Approved By

*Initial*

*Date*

**Department Head**

**City Manager**

P. Stasiak

## 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: March 16, 2015

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.

<u>Carstensen Contracting</u>	<u>874081029</u>
CREDITOR	TRUST NO.

<u>P.O. Box 754 Pipestone, MN 56164</u>
MAILING ADDRESS

<u>Construction Services</u>	<u>Invoice: Payment # 3</u>
ITEM	ITEM NO.

<u>March 16, 2015</u>	<u>CIP #2</u>	<u>\$ 493,930.66</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: March 16, 2015

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

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

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City





# Progress Estimate (LUMP SUM BIDS)

## Contractor's Application

For (contract):		CIP 2	Application Number:		Pay Application #3				
Application Period:		1/12/2015 to 2/4/2015	Application Date:		2/8/2015				
A		B	Work Completed						
ITEM		Scheduled Value	C	D	E	F		G	
Pay Item No.	Description		From Previous Application (C+D)	This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)	
A Street - Roadway									
1	Clearing and Grubbing	\$ 8,800.00	\$ 6,600.00	\$ 2,200.00	\$ -	\$ 8,800.00	1.00	\$ -	
4	Type A Salvaged Topsoil	\$ 14,500.00	\$ 7,250.00	\$ -	\$ -	\$ 7,250.00	0.50	\$ 7,250.00	
42	Removal of Structures & Obstructions	\$ 4,000.00	\$ 3,000.00	\$ 1,000.00	\$ -	X 4,000.00	1.00	\$ -	
	Construction Traffic Control	\$ 25,600.00	\$ 18,010.00	\$ 2,560.00	\$ -	\$ 20,570.00	0.80	\$ 5,030.00	
	Traffic Items	\$ 25,600.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ 25,600.00	
	SWPPP Documentation and Management	\$ 8,500.00	\$ 4,250.00	\$ 2,125.00	\$ -	\$ 6,375.00	0.75	\$ 2,125.00	
	Mobilization	\$ 80,000.00	\$ 80,000.00		\$ -	\$ 80,000.00	1.00	\$ -	
	Construction Staking Level II	\$ 15,000.00	\$ 9,000.00	\$ 4,500.00	\$ -	\$ 13,500.00	0.90	\$ 1,500.00	
A Street - Water									
96	Hydrostatic Pressure Testing & Disinfection	\$ 6,700.00	\$ 3,350.00	\$ 3,350.00	\$ -	\$ 6,700.00	1.00	\$ -	
A Street - Sewer									
116	Deflection & Pressure Test (8" Pipe and Manholes)	\$ 2,530.00	\$ 900.00	\$ 1,630.00	\$ -	\$ 2,530.00	1.00	\$ -	

Total This Estimate \$ 17,365.00

To Finish Lump Sum Items \$ 41,505.00

# Progress Estimate (A St Roadway)

# Contractor's Application

For (contract): CIP 2				Application Number: Pay Application #3						
Application Period: 1/12/2015 to 2/4/2015				Application Date: 2/8/2015						
ITEM		B		C	D	E	F	G		
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
2	Unclassified Excavation	2,805.00	CY	\$ 9.00	752.94	\$ 6,776.46	569.00	1,321.94	47%	\$ 13,347.54
3	Unclassified Borrow	149.00	CY	\$ 34.00	0.00	\$ -	-	-	0%	\$ 5,066.00
5	Temporary Silt Fence	200.00	LF	\$ 4.00	200.00	\$ 800.00	-	200.00	100%	\$ -
6	Temporary Fiber Log	160.00	LF	\$ 9.00	40.00	\$ 360.00	120.00	160.00	100%	\$ -
7	Solid Slab Sodding	5,585.00	CY	\$ 5.00	0.00	\$ -	-	-	0%	\$ 27,930.00
8	Watering	10.00	KGAL	\$ 250.00	0.00	\$ -	-	-	0%	\$ 2,500.00
9	Aggregate Base Type 'A'	1,319.00	CY	\$ 45.00	486.00	\$ 21,870.00	210.00	696.00	53%	\$ 28,035.00
10a	Scarify	7,914.00	SY	\$ 4.90	2,450.00	\$ 12,005.00	2,027.00	4,477.00	57%	\$ 16,841.90
11a	Recompact	7,914.00	SY	\$ 6.40	2,450.00	\$ 15,680.00	2,027.00	4,477.00	57%	\$ 21,996.80
13	Separator Fabric	8,883.00	SY	\$ 1.50	2,752.00	\$ 4,128.00	1,286.00	4,038.00	45%	\$ 7,267.50
14	Traffic Bound Surface Course Type A	485.00	SY	\$ 175.00	0.00	\$ -	-	-	0%	\$ 84,875.00
15	Tack Coat	150.00	GAL	\$ 20.00	0.00	\$ -	-	-	0%	\$ 3,000.00
16	Prime Coat	2,770.00	GAL	\$ 20.00	0.00	\$ -	-	-	0%	\$ 55,400.00
17	Superpave Type S3 (PG54-22 OK)	20.00	TON	\$ 300.00	0.00	\$ -	-	-	0%	\$ 6,000.00
18	Dowel Jointed P.C.C.P. (Placement)	7,519.00	SY	\$ 21.00	809.00	\$ 16,989.00	-	809.00	11%	\$ 140,910.00
19	P.C.C.P. for Pavement	1,671.00	CY	\$ 121.00	215.72	\$ 26,102.12	-	215.72	13%	\$ 176,088.88
20	Reinforcing Steel	10,700.00	LB	\$ 1.50	0.00	\$ -	-	-	0%	\$ 16,050.00
21	Class A Concrete	100.00	CY	\$ 121.00	0.00	\$ -	-	-	0%	\$ 12,100.00
22	Concrete Curb (6" Barrier-Integral)	3,289.00	LF	\$ 24.00	1,365.00	\$ 32,760.00	-	1,365.00	42%	\$ 46,176.00
24	4" Concrete Sidewalk	1,625.00	SY	\$ 62.00	0.00	\$ -	-	-	0%	\$ 100,750.00
25	6" Concrete Driveway	580.00	SY	\$ 75.00	0.00	\$ -	-	-	0%	\$ 43,500.00
26	Tactile Warning Device (New)	560.00	SF	\$ 62.00	0.00	\$ -	-	-	0%	\$ 34,720.00
27	Manhole (4' Dia)	4.00	Ea	\$ 2,550.00	4.00	\$ 10,200.00	-	4.00	100%	\$ -
28	Add'l Depth In MH	6.00	VF	\$ 325.00	2.84	\$ 923.00	-	2.84	47%	\$ 1,027.00
29	Inlet CI Des. 3 (STD)	1.00	Ea	\$ 4,900.00	0.00	\$ -	-	-	0%	\$ 4,900.00
30	Inlet CI Des. 3 (B)	5.00	Ea	\$ 5,700.00	1.00	\$ 5,700.00	-	1.00	20%	\$ 22,800.00
31	Inlet CDI RCP Des. 1	1.00	Ea	\$ 2,500.00	0.00	\$ -	-	-	0%	\$ 2,500.00
32	Inlet CDI RCP Des. 5	1.00	Ea	\$ 5,800.00	1.00	\$ 5,800.00	-	1.00	100%	\$ -
35	Inlet (SMD - Type 1)	2.00	Ea	\$ 2,700.00	0.00	\$ -	-	-	0%	\$ 5,400.00
36	Add'l Depth In Inlet CI Des. 3	12.00	VF	\$ 900.00	2.00	\$ 1,800.00	-	2.00	17%	\$ 9,000.00
39	18" RCP CI-III	230.00	LF	\$ 60.50	0.00	\$ -	-	-	0%	\$ 13,915.00
40	24" RCP CI-III	270.00	LF	\$ 72.00	249.00	\$ 17,928.00	-	249.00	92%	\$ 1,512.00
41	30" RCP CI-III	185.00	LF	\$ 92.00	174.00	\$ 16,008.00	-	174.00	94%	\$ 1,012.00
43	Removal of Concrete Pavement	7,615.00	SY	\$ 12.75	1,132.00	\$ 14,433.00	7,098.50	8,230.50	108%	\$ -
44	Removal of Asphalt Pavement	1,661.00	SY	\$ 7.00	1,661.00	\$ 11,627.00	-	1,661.00	100%	\$ -
45	Removal of Sidewalk	730.00	SY	\$ 15.00	11.00	\$ 165.00	244.00	255.00	35%	\$ 7,125.00
46	Sawing Pavement	200.00	LF	\$ 2.50	115.00	\$ 287.50	-	115.00	58%	\$ 212.50
47	Remove and Reconstruct Fence	496.00	LF	\$ 28.00	0.00	\$ -	-	-	0%	\$ 13,888.00
48	Remove and Reset Mailbox	3.00	Ea	\$ 450.00	0.00	\$ -	-	-	0%	\$ 1,350.00
	Field Office	1.00	EA	\$ 4,100.00	0.00	\$ -	1.00	1.00	100%	\$ -
8001	66 Manhole Adaptation	1.00	LSum	\$ 2,478.84	1.00	\$ 2,478.84	-	-	0%	\$ 2,478.84
8002	Junction Box (48"x48")	1.00	EA	\$ 8,872.79	1.00	\$ 8,872.79	-	-	0%	\$ 8,872.79

Total This Estimate \$ 233,693.71

To Finish Unit Price Items \$ 938,547.15

# Progress Estimate (A St Water)

# Contractor's Application

For (contract): CIP 2				Application Number: Pay Application #3							
Application Period: 1/12/2015 to 2/4/2015				Application Date: 2/8/2015							
A				B	C	D	E	F		G	
ITEM											
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)	
50	Unclassified Excavation	695.00	CY	\$ 9.00	379.94	\$ 3,419.45	557.52	937.56	135%	\$ -	
51	Aggregate Base Type 'A'	40.00	CY	\$ 46.00	0.00	\$ -	-	-	0%	\$ 1,840.00	
52	Stabilized Subgrade	115.00	SY	\$ 10.00	0.00	\$ -	-	-	0%	\$ 1,150.00	
53	Prime Coat	20.00	GAL	\$ 19.00	0.00	\$ -	-	-	0%	\$ 380.00	
54	Superpave Type S3 (Patch) (PG64-22 OK)	35.00	TON	\$ 250.00	0.00	\$ -	-	-	0%	\$ 8,750.00	
55	Full Depth PCC Patching (Placement Only)	45.00	SY	\$ 61.00	0.00	\$ -	-	-	0%	\$ 2,745.00	
56	PCCP For Pavement	10.00	CY	\$ 122.00	0.00	\$ -	-	-	0%	\$ 1,220.00	
57	CLSM Backfill	1.00	CY	\$ 460.00	3.13	\$ 1,449.00	0.60	3.75	375%	\$ -	
59	16" PVC	85.00	LF	\$ 107.00	0.00	\$ -	85.00	85.00	100%	\$ -	
61	8" PVC	360.00	LF	\$ 46.00	0.00	\$ -	346.00	346.00	96%	\$ 644.00	
62	6" PVC	1,340.00	LF	\$ 39.00	446.50	\$ 17,413.50	931.00	1,377.50	103%	\$ -	
63	16" Gate Valve	1.00	Ea	\$ 7,600.00	0.00	\$ -	2.00	2.00	200%	\$ -	
65	8" Gate Valve	5.00	Ea	\$ 1,500.00	0.00	\$ -	3.00	3.00	60%	\$ 3,000.00	
66	6" Gate Valve	21.00	Ea	\$ 1,100.00	11.00	\$ 12,100.00	6.00	17.00	81%	\$ 4,400.00	
68	Standard Valve Box	27.00	Ea	\$ 530.00	9.00	\$ 4,770.00	11.00	20.00	74%	\$ 3,710.00	
69	Fire Hydrant and Assembly	5.00	Ea	\$ 3,350.00	0.00	\$ -	4.00	4.00	80%	\$ 3,350.00	
70	16" Solid Sleeve	2.00	Ea	\$ 1,365.00	0.00	\$ -	2.00	2.00	100%	\$ -	
72	8" Solid Sleeve	2.00	Ea	\$ 450.00	0.00	\$ -	2.00	2.00	100%	\$ -	
73	6" Solid Sleeve	8.00	Ea	\$ 330.00	6.00	\$ 1,980.00	2.00	8.00	100%	\$ -	
74	4" Solid Sleeve	1.00	Ea	\$ 285.00	1.00	\$ 285.00	-	1.00	100%	\$ -	
75	2" Solid Sleeve	1.00	Ea	\$ 360.00	1.00	\$ 360.00	1.00	2.00	200%	\$ -	
80	Service Connection (Short) 6x1	8.00	Ea	\$ 1,200.00	1.00	\$ 1,200.00	5.00	6.00	75%	\$ 2,400.00	
81	Service Connection (Short) 8x1	5.00	Ea	\$ 1,650.00	0.00	\$ -	2.00	2.00	40%	\$ 4,950.00	
82	Service Connection (Long) 6x1	6.00	Ea	\$ 1,900.00	5.00	\$ 9,500.00	1.00	6.00	100%	\$ -	
83	Service Connection (Long) 8x1	3.00	Ea	\$ 1,900.00	0.00	\$ -	2.00	2.00	67%	\$ 1,900.00	
84	8" 45 Fitting	8.00	Ea	\$ 465.00	0.00	\$ -	8.00	8.00	100%	\$ -	
85	6" 45 Fitting	13.00	Ea	\$ 365.00	15.00	\$ 5,475.00	12.00	27.00	208%	\$ -	
86	4x2 Reducing Fitting	2.00	Ea	\$ 945.00	2.00	\$ 690.00	-	2.00	100%	\$ -	
87	6x4 Reducing Fitting	2.00	Ea	\$ 335.00	2.00	\$ 670.00	-	2.00	100%	\$ -	
88	8" Plug	2.00	Ea	\$ 285.00	0.00	\$ -	2.00	2.00	100%	\$ -	
89	6" Plug	2.00	Ea	\$ 265.00	2.00	\$ 530.00	-	2.00	100%	\$ -	
90	16x16x8 TEE	1.00	Ea	\$ 2,100.00	0.00	\$ -	1.00	1.00	100%	\$ -	
91	8x8x8 TEE	3.00	Ea	\$ 850.00	1.00	\$ 850.00	-	1.00	33%	\$ 1,700.00	
93	8x8x6 TEE	1.00	Ea	\$ 810.00	0.00	\$ -	1.00	1.00	100%	\$ -	
94	6x6x6 TEE	13.00	Ea	\$ 750.00	6.00	\$ 4,500.00	6.00	12.00	92%	\$ 750.00	
97	Removal of Concrete Pavement	45.00	SY	\$ 13.50	0.00	\$ -	45.00	45.00	100%	\$ -	
98	Removal of Asphalt Pavement	70.00	SY	\$ 12.00	51.00	\$ 612.00	54.00	105.00	150%	\$ -	

Total This Estimate \$ 65,803.96

To Finish Unit Price Items \$ 42,889.00

**Progress Estimate (A St Sewer)**

**Contractor's Application**

For (contract): CIP 2					Application Number: Pay Application #3						
Application Period: 1/12/2015 to 2/4/2015					Application Date: 2/8/2015						
A				B	C	D	E	F		G	
ITEM		Bid Quantity	Unit Price	Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)	
Specification Section No.	Description										
100	Unclassified Excavation	1,275.00	CY	\$ 9.00	1,169.21	\$ 10,522.89	262.20	1,431.41	112%	\$ -	
107	Manhole (4' Dia) Standard	7.00	Ea	\$ 3,250.00	3.00	\$ 9,750.00	4.00	7.00	100%	\$ -	
108	Manhole (4' Dia) Shallow	1.00	Ea	\$ 3,000.00	1.00	\$ 3,000.00		1.00	100%	\$ -	
109	Manhole (4' Dia) Drop	4.00	Ea	\$ 3,250.00	1.00	\$ 3,250.00	3.00	4.00	100%	\$ -	
110	Add'l Depth in MH	15.00	VF	\$ 330.00	5.82	\$ 1,920.60	9.18	15.00	100%	\$ -	
111	Video Inspection of Conduit (Pre-Const)	1,224.00	LF	\$ 2.00	0.00	\$	919.00	919.00	75%	\$ 610.00	
112	Video Inspection of Conduit (Post-Const)	1,224.00	LF	\$ 2.00	919.00	\$ 1,838.00	323.00	1,242.00	101%	\$ -	
113	8" PVC Sewer	1,224.00	LF	\$ 29.00	922.00	\$ 26,738.00	323.00	1,245.00	102%	\$ -	
114	4" PVC Sewer Service	790.00	LF	\$ 34.00	454.00	\$ 15,436.00	144.00	598.00	76%	\$ 6,528.00	
115	Sewer Service Connection (8"x4")	24.00	Ea	\$ 1,025.00	13.00	\$ 13,325.00	6.00	19.00	79%	\$ 5,125.00	
										\$ -	
										\$ -	
										\$ -	
										\$ -	
										\$ -	

Total This Estimate \$ 85,780.49

To Finish Unit Price Items \$ 12,263.00

Progress Estimate (6th St Roadway)

Contractor's Application

For (contract):				CIP 2		Application Number: Pay Application #3									
Application Period:				1/12/2015 to 2/4/2015		Application Date: 2/8/2015									
A				B		C		D		E		F		G	
Specification Section No.	ITEM Description	Bid Quantity	Unit Price	Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)					
2	Unclassified Excavation	1,571.00	CY	\$ 9.00	0.00	\$ -		-	0%	\$ 14,139.00					
3	Unclassified Borrow	129.00	CY	\$ 34.00	0.00	\$ -		-	0%	\$ 4,386.00					
5	Temporary Silt Fence	200.00	LF	\$ 4.00	0.00	\$ -		-	0%	\$ 800.00					
6	Temporary Fiber Log	96.00	LF	\$ 9.00	96.00	\$ 864.00		96.00	100%	\$ -					
7	Solid Slab Sodding	1,885.00	SY	\$ 5.00	0.00	\$ -		-	0%	\$ 9,425.00					
8	Watering	4.00	KGAL	\$ 250.00	0.00	\$ -		-	0%	\$ 1,000.00					
9	Aggregate Base Type 'A'	692.00	CY	\$ 45.00	0.00	\$ -		-	0%	\$ 31,140.00					
10	Lime	75.00	Ton	\$ 280.00	0.00	\$ -		-	0%	\$ 21,000.00					
11	Lime Stabilized Subgrade	4,150.00	SY	\$ 8.00	0.00	\$ -		-	0%	\$ 33,200.00					
13	Separator Fabric	4,650.00	SY	\$ 1.50	0.00	\$ -		-	0%	\$ 6,975.00					
14	Traffic Bound Surface Course Type A	175.00	Ton	\$ 175.00	0.00	\$ -		-	0%	\$ 30,625.00					
15	Tack Coat	75.00	GAL	\$ 19.00	0.00	\$ -		-	0%	\$ 1,425.00					
16	Prime Coat	1,455.00	GAL	\$ 20.00	0.00	\$ -		-	0%	\$ 29,100.00					
17	Superpave Type S3 (PG64-22 OK)	10.00	TON	\$ 225.00	0.00	\$ -		-	0%	\$ 2,250.00					
18	Dowel Jointed P.C.C.P. (Placement)	3,808.00	SY	\$ 21.00	0.00	\$ -		-	0%	\$ 79,968.00					
19	P.C.C.P. for Pavement	847.00	CY	\$ 121.00	0.00	\$ -		-	0%	\$ 102,487.00					
21	Class A Concrete For Small Structures	5.00	CY	\$ 121.00	0.00	\$ -		-	0%	\$ 605.00					
22	Concrete Curb (6" Barrier-Integral)	1,775.00	LF	\$ 24.00	0.00	\$ -		-	0%	\$ 42,600.00					
23	Concrete Header Curb (6x16)	120.00	LF	\$ 40.00	0.00	\$ -		-	0%	\$ 4,800.00					
24	4" Concrete Sidewalk	948.00	SY	\$ 62.00	0.00	\$ -		-	0%	\$ 58,776.00					
25	6" Concrete Driveway	120.00	SY	\$ 75.00	0.00	\$ -		-	0%	\$ 9,000.00					
26	Tactile Warning Device (New)	240.00	SF	\$ 62.00	0.00	\$ -		-	0%	\$ 14,880.00					
27	Manhole (4' Dia)	2.00	Ea	\$ 2,550.00	0.00	\$ -		-	0%	\$ 5,100.00					
29	Inlet CI Des. 3 (STD)	1.00	Ea	\$ 4,900.00	0.00	\$ -		-	0%	\$ 4,900.00					
30	Inlet CI Des. 3 (B)	1.00	Ea	\$ 5,650.00	0.00	\$ -		-	0%	\$ 5,650.00					
33	Inlet w/Large Jct. Box, CI Des. 3 (STD)	1.00	Ea	\$ 9,250.00	0.00	\$ -		-	0%	\$ 9,250.00					
34	Inlet w/Large Jct. Box, CI Des. 3 (B)	1.00	Ea	\$ 10,000.00	0.00	\$ -		-	0%	\$ 10,000.00					
35	Inlet (SMD - Type 1)	1.00	Ea	\$ 3,000.00	0.00	\$ -		-	0%	\$ 3,000.00					
36	Add'l Depth In Inlet CI Des. 3	4.00	VF	\$ 930.00	0.00	\$ -		-	0%	\$ 3,720.00					
37	Add'l Depth In Inlet w/LB, CI Des. 3 (STD)	2.00	VF	\$ 1,230.00	0.00	\$ -		-	0%	\$ 2,460.00					
38	Add'l Depth In Inlet w/LB, CI Des. 3 (B)	3.00	VF	\$ 1,230.00	0.00	\$ -		-	0%	\$ 3,690.00					
39	18" RCP CL-III	475.00	LF	\$ 60.50	0.00	\$ -		-	0%	\$ 28,737.50					
43	Removal of Concrete Pavement	3,836.00	SY	\$ 13.00	806.00	\$ 10,478.00		806.00	21%	\$ 39,390.00					
44	Removal of Asphalt Pavement	61.00	SY	\$ 7.00	293.00	\$ 2,051.00		293.00	480%	\$ -					
45	Removal of Sidewalk	602.00	SY	\$ 15.00	187.00	\$ 2,805.00		187.00	31%	\$ 6,225.00					
46	Sawing Pavement	133.00	LF	\$ 2.50	0.00	\$ -		-	0%	\$ 332.50					
47	Remove and Reconstruct Fence	312.00	LF	\$ 28.00	0.00	\$ -		-	0%	\$ 8,736.00					
	Field Office	1.00	EA	\$ 4,100.00	0.00	\$ -		-	0%	\$ 4,100.00					

Total This Estimate \$ 16,198.00

To Finish Unit Price Items \$ 633,872.00



# Progress Estimate (6 th St LUMP SUM BIDS)

# Contractor's Application

For (contract):			CIP 2			Application Number:			Pay Application #3		
Application Period:			1/12/2015 to 2/4/2015			Application Date:			2/8/2015		
A			B	Work Completed		E	F			G	
ITEM			Scheduled Value	C	D	E	F			G	
Pay Item No. Description		From Previous Application (C+D)		This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)		% (F/B)	Balance to Finish (B - F)		
6th Street - Roadway											
1	Clearing and Grubbing		\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00		1.00	\$ -	
4	Type A Salvaged Topsoil		\$ 4,700.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ 4,700.00	
42	Removal of Structures & Obstructions		\$ 10,200.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ 10,200.00	
	Construction Traffic Control		\$ 22,600.00	\$ -	\$ 11,300.00	\$ -	\$ 11,300.00		0.50	\$ 11,300.00	
	Traffic Items		\$ 25,000.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ 25,000.00	
	SWPPP Documentation and Management		\$ 6,500.00	\$ -	\$ 1,625.00	\$ -	\$ 1,625.00		0.25	\$ 4,875.00	
	Mobilization		\$ 14,250.00	\$ 14,250.00	\$ -	\$ -	\$ 14,250.00		1.00	\$ -	
	Construction Staking Level II		\$ 12,500.00	\$ -	\$ 3,125.00	\$ -	\$ 3,125.00		0.25	\$ 9,375.00	
A Street - Water											
96	Hydrostatic Pressure Testing & Disinfection		\$ 6,100.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ 6,100.00	
A Street - Sewer											
116	Deflection & Pressure Test (8" Pipe and Manholes)		\$ 1,375.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ 1,375.00	

Total This Estimate \$ 20,550.00

To Finish Lump Sum Items \$ 72,925.00

**Progress Estimate (6th St Water)**

**Contractor's Application**

For (contract): CIP 2				Application Number: Pay Application #3						
Application Period: 1/12/2015 to 2/4/2015				Application Date: 2/8/2015						
A				B	C	D	E	F		G
ITEM		Bid Quantity	Unit Price	Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description									
50	Unclassified Excavation	460.00	CY	\$ 9.00	85.00	\$ 765.00		85.00	18%	\$ 3,375.00
57	CLSM Backfill	1.00	CY	\$ 460.00	0.00	\$ -		-	0%	\$ 460.00
59	12" PVC	80.00	LF	\$ 77.00	80.00	\$ 6,160.00		80.00	100%	\$ -
61	6" PVC	1,040.00	LF	\$ 39.00	0.00	\$ -		-	0%	\$ 40,560.00
63	12" Gate Valve	2.00	Ea	\$ 3,250.00	2.00	\$ 6,500.00		2.00	100%	\$ -
65	6" Gate Valve	14.00	Ea	\$ 1,100.00	1.00	\$ 1,100.00		1.00	7%	\$ 14,300.00
66	4" Gate Valve	1.00	Ea	\$ 865.00	0.00	\$ -		-	0%	\$ 865.00
67	Standard Valve Box	17.00	Ea	\$ 530.00	3.00	\$ 1,590.00		3.00	18%	\$ 7,420.00
68	Fire Hydrant and Assembly	3.00	Ea	\$ 3,250.00	0.00	\$ -		-	0%	\$ 9,750.00
70	12" Solid Sleeve	2.00	Ea	\$ 955.00	0.00	\$ -		-	0%	\$ 1,910.00
72	6" Solid Sleeve	3.00	Ea	\$ 330.00	0.00	\$ -		-	0%	\$ 990.00
75	1 1/2" Sleeve	1.00	Ea	\$ 250.00	0.00	\$ -		-	0%	\$ 250.00
76	1 1/4" Sleeve	1.00	Ea	\$ 250.00	0.00	\$ -		-	0%	\$ 250.00
77	2" x 1 1/2" Sleeve Adapter	1.00	Ea	\$ 325.00	0.00	\$ -		-	0%	\$ 325.00
78	2" x 1 1/4" Sleeve Adapter	1.00	Ea	\$ 320.00	0.00	\$ -		-	0%	\$ 320.00
79	Service Connection (Short) 6x1	3.00	Ea	\$ 1,700.00	0.00	\$ -		-	0%	\$ 5,100.00
80	Service Connection (Short) 6x2	1.00	Ea	\$ 1,900.00	0.00	\$ -		-	0%	\$ 1,900.00
81	Service Connection (Long) 6x1	3.00	Ea	\$ 1,900.00	0.00	\$ -		-	0%	\$ 5,700.00
85	6" 45 Fitting	4.00	Ea	\$ 360.00	0.00	\$ -		-	0%	\$ 1,440.00
86	4x2 Reducing Fitting	2.00	Ea	\$ 350.00	0.00	\$ -		-	0%	\$ 700.00
87	6x4 Reducing Fitting	1.00	Ea	\$ 335.00	0.00	\$ -		-	0%	\$ 335.00
91	12x12x6 TEE	1.00	Ea	\$ 1,600.00	1.00	\$ 1,600.00		1.00	100%	\$ -
94	6x6x6 TEE	7.00	Ea	\$ 750.00	0.00	\$ -		-	0%	\$ 5,250.00
95	6x6x4 TEE	1.00	Ea	\$ 730.00	0.00	\$ -		-	0%	\$ 730.00

Total This Estimate \$ 17,715.00

To Finish Unit Price Items \$ 101,930.00

**Progress Estimate (6th St Sewer)**

**Contractor's Application**

For (contract):				Application Number:						
CIP 2				Pay Application #3						
Application Period:				Application Date:						
1/12/2015 to 2/4/2015				2/8/2015						
A		B		C	D	E	F		G	
ITEM										
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
100	Unclassified Excavation	710.00	CY	\$ 9.00	0.00	\$ -		-	0%	\$ 6,390.00
101	Aggregate Base Type A	85.00	CY	\$ 45.00	0.00	\$ -		-	0%	\$ 3,825.00
102	Stabilized Subgrade	250.00	SY	\$ 6.50	0.00	\$ -		-	0%	\$ 1,625.00
103	Full Depth PCC Patching (Placement Only)	250.00	SY	\$ 44.00	0.00	\$ -		-	0%	\$ 11,000.00
104	PCCP for Pavement	60.00	CY	\$ 121.00	0.00	\$ -		-	0%	\$ 7,260.00
105	Concrete Curb (6" Barrier - Integral)	150.00	LF	\$ 23.50	0.00	\$ -		-	0%	\$ 3,525.00
106	4" Concrete Sidewalk	65.00	SY	\$ 58.00	0.00	\$ -		-	0%	\$ 3,770.00
107	Manhole (4' Dia) Standard	2.00	Ea	\$ 3,200.00	0.00	\$ -		-	0%	\$ 6,400.00
109	Manhole (4' Dia) Drop	6.00	Ea	\$ 3,200.00	0.00	\$ -		-	0%	\$ 19,200.00
110	Add'l Depth in MH	25.00	VP	\$ 330.00	0.00	\$ -		-	0%	\$ 8,250.00
111	Video Inspection of Conduit (Pre-Const)	817.00	LF	\$ 2.00	0.00	\$ -		-	0%	\$ 1,634.00
112	Video Inspection of Conduit (Post-Const)	817.00	LF	\$ 2.00	0.00	\$ -		-	0%	\$ 1,634.00
113	8" PVC Sewer	817.00	LF	\$ 33.00	0.00	\$ -		-	0%	\$ 26,961.00
114	4" PVC Sewer Service	275.00	LF	\$ 52.00	0.00	\$ -		-	0%	\$ 14,300.00
115	Sewer Service Connection	11.00	Ea	\$ 1,300.00	0.00	\$ -		-	0%	\$ 14,300.00
117	Removal of Concrete Pavement	250.00	SY	\$ 13.00	0.00	\$ -		-	0%	\$ 3,250.00
118	Removal of Sidewalk	65.00	SY	\$ 15.00	0.00	\$ -		-	0%	\$ 975.00
										\$ -
										\$ -

Total This Estimate \$ -

To Finish Unit Price Items \$ 134,299.00



Ferguson	5.00	453107	Pipe	1.00	1.00	1.00	5050.97	5050.97
Ferguson	6.00	453064	Pipe	1.00	1.00	1.00		0.00
Ferguson	7.00	452961	Pipe	1.00	1.00	1.00	5957.60	5957.60
Ferguson	8.00	447870-1	Pipe	1.00	1.00	1.00	\$1,055.24	1055.24
Ferguson	9.00	447870-1	Pipe	1.00	1.00	1.00	\$0.00	0.00
Ferguson	10.00	447797	Pipe	1.00	1.00	1.00	\$25,575.80	25575.80
Ferguson	11.00	454472	Pipe	1.00	1.00	1.00		0.00
Ferguson	12.00	454101	Pipe	1.00	1.00	1.00	\$604.98	604.98
Ferguson	13.00	454102	Pipe	1.00	1.00	1.00		0.00
Ferguson	14.00	454086	Pipe	1.00	1.00	1.00		0.00
Ferguson	15.00	453753	Pipe	1.00	1.00	1.00	1658.10	1658.10
Ferguson	16.00	453200	Pipe	1.00	1.00	1.00	\$430.05	430.05
Ferguson	17.00	451971	Pipe	1.00	1.00	1.00	6074.31	6074.31
Ferguson	18.00	453129	Pipe	1.00	1.00	1.00	\$138.59	138.59
Ferguson	19.00	453853	Pipe	1.00	1.00	1.00	217.82	217.82
Ferguson	20.00	447870	Pipe	1.00	1.00	1.00		
Ferguson	21.00	453718	Pipe	1.00	1.00	1.00		0.00
Ferguson	22.00	453348-1	Pipe	1.00	1.00	1.00	335.10	335.10
GNC	23.00	62759	Manholes	1.00	1.00	1.00		0.00
GNC	24.00	62760	Manholes	1.00	1.00	1.00		0.00
GNC	25.00	62927	Manholes/RCP	1.00	1.00	1.00		0.00
GNC	26.00	63109	Manholes/RCP	1.00	1.00	1.00		0.00
GNC	27.00	63124	Manholes/RCP	1.00	1.00	1.00	3140.00	3140.00
GNC	28.00	63127	Manholes/RCP	1.00	1.00	1.00	2571.68	2571.68
GNC	29.00	63128	Manholes/RCP	1.00	1.00	1.00		0.00
GNC	30.00	63131	Manholes/RCP	1.00	1.00	1.00	7113.62	7113.62
GNC	31.00	63136	Manholes/RCP	1.00	1.00	1.00	4065.56	4065.56
GNC	32.00	63137	Manholes/RCP	1.00	1.00	1.00	5394.04	5394.04
Maxwell Supply	33.00	263008	Rebar Dowels, keyway and mix	1.00	1.00	1.00	15656.89	15656.89
Maxwell Supply	34.00	264578	Rebar Dowels, keyway and mix	1.00	1.00	1.00	3578.47	3578.47
								0.00

Total Materials On-Site

185,661.58  
\$88,618.82

Contractor

Date

Inspector

Date

City of McAlester - Roadway Improvements

McAlester, OK

Contractor's Pay Estimate

(97,042.76)  
TAKEN OFF

## **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:** March 12, 2015

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

Poe and Associates, Inc.

874081029

CREDITOR

TRUST NO.

1601 Northwest Expressway, Suite 400 Oklahoma City, OK 73118

MAILING ADDRESS

Professional Services

Invoice: 0-102096-9576

ITEM

ITEM NO.

February 18, 2015

CIP # 4

\$89,626.01

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: March 12, 2015

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

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

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank  
1 to Authority  
1 to City



**POE & ASSOCIATES, INC.**  
1601 Northwest Expressway, Suite 400  
Oklahoma City, OK 73118

(405) 949-1962

Federal ID No. 73-1293747

**RECEIVED**  
**MAR 12 2015**

**INVOICE**

0-102096- **9576**

City of McAlester - CIP #4

**BY:** .....

2/18/2015

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

**CIP #4**

2013 Street Reconstruction  
Program  
Sixth Street  
South Avenue

Last Invoice:

12/2/2014

**For Professional Services: 12/01/2014 thru 1/31/2015**

**ORIGINAL CONTRACT**

**Design & Utility Survey**

A. Sixth Street	100.00%	X	33,516.50
B. South Avenue	100.00%	X	38,516.50

6,425.82  
6,675.82

**Geotechnical Study**

100.00% X

449.00

**Utilities Plan & Coordination**

90.00% X

**Roadway Plans**

A. Sixth Street	90.00%	X	
B. South Avenue	90.00%	X	9,536.49

88  
536.49

**Project Total** 282,708.11

89,626.01

TOTAL INVOICES TO  
TOTAL PREVIOUS INVC.  
AMOUNT DUE:

\$ 262,708.11  
\$(173,082.10)  
**\$ 89,626.01**

POE & ASSOCIATES, INC.  
Consulting Engineers

By: 

Authorized Representative

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

**INVOICE AMOUNT**

**\$89,626.01**

## **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:** March 9, 2015

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.

EST	<b>874081029</b>
CREDITOR	TRUST NO.

615 N Hudson, Suite 300 Oklahoma City, OK 73102  
MAILING ADDRESS

Construction Services	Invoice: 33944
ITEM	ITEM NO.
February 25, 2015	CIP #2
DATE	PURPOSE
	\$31,395.00
	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: March 9, 2015

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

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

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



615 N Hudson, Suite 300  
Oklahoma City, OK 73102  
Phone: (405) 815-3600  
Fax: (405) 815-4080



February 25, 2015  
Project No: 6005029.000  
Invoice No: 33944

BY: .....

City of McAlester  
Public Works Department - John Modzelewski  
28 East Washington Avenue  
McAlester, OK 74501

Project 6005029.000 CIP #2\_6th Street and A Street

Professional Services from October 04, 2014 to February 13, 2015

Phase 001 A Street

Fee:

Billing Phase	Fee	Percent Complete	Earned
Construction Management Services	68,250.00	35.00	23,887.50
Materials Testing	21,450.00	35.00	7,507.50
Audit	6,500.00	0.00	0.00
Total Fee	96,200.00		31,395.00
		Previous Fee Billing	0.00
		Current Fee Billing	31,395.00
Total Fee			31,395.00
		Total this Phase	\$31,395.00
		Total this Invoice	\$31,395.00

## **SCHEDULE "D"**

### **FORM OF PAYMENT REQUISITION**

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: March 11, 2015

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.

P.O. Box 987 McAlester, OK 74502
MAILING ADDRESS

Publication	05617889
ITEM	ITEM NO.

March 11, 2015	CIP # 4	\$174.84
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: March 11, 2015

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

3

ADVERTISING INVOICE

START DATE	RUN DAYS
03/01/15	5
STOP DATE	INSERTIONS
03/08/15	2
	WORDS
	573

City of McAlester LL  
PO Box 578  
MC ALESTER, OK 74502

AMOUNT DUE:

174.84

PAYABLE UPON  
PRESENTATION

PLEASE RETURN THIS STUB  
WITH YOUR REMITTANCE

(Published in The McAlester News-Capital  
on March 1st & 8th, 2015.)

ADVERTISEMENT

FOR BIDS

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

Customer Number: 03100051

Ad Number: 05617889

Classification: 147

Ad Taker: A04

Sort Line: PROJ. #4 \$174.84



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>March 24, 2015</u>	Item Number:	<u>1</u>
Department:	<u>City Manager</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter Stasiak</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>March 18, 2015</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, authorizing the Mayor to sign the Tripartite Agreement and Plan of Merger by and among the City of McAlester, Oklahoma, the McAlester Public Health Authority (PHA), an Oklahoma public trust and the McAlester Regional Hospital Center Authority (MRHCA).

### Recommendation

Motion to approve authorizing the Mayor to sign the Tripartite Agreement and Plan of Merger by and among the City of McAlester, Oklahoma, the McAlester Public Health Authority, an Oklahoma public trust and the McAlester Regional Hospital Center Authority.

### Discussion

The PHA and MRHCA have determined that it is in the best interest of the Health Center and delivery of quality patient care that MRHCA and PHA be merged. The above described agreement states that the PHA Declaration of Trust shall be amended and restated to read exactly the same as the MRHCA Declaration of Trust and designating MRHCA as the surviving trust.

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

A handwritten signature in blue ink, appearing to be "P. Stasiak".

Date

March 18, 2015



## MEMORANDUM

**To:** Trustees of McAlester Public Health Authority, (2) Trustees of McAlester Regional Health Center, and (3) McAlester City Council **Date:** November 26, 2014

**From:** Elise Brennan and David Randolph, Conner & Winters, LLP **Re:** Merger of Trusts

---

This memorandum outlines the steps that would be required in order to merge The McAlester Public Health Authority into The McAlester Regional Health Center Authority, resulting in a single public trust that would lease and operate the McAlester Regional Health Center.

### Meanings of Terms:

"City": The City of McAlester

"Health Center": McAlester Regional Health Center

"PHA": The McAlester Public Health Authority, an Oklahoma public trust having the City as its beneficiary

"MRHC": The McAlester Regional Health Center Authority, an Oklahoma public trust having the City as its beneficiary

### Objectives

We understand that the objectives of the proposed merger of PHA and MRHC are as follows:

1. To align the interests of PHA and MRHC.
2. To simplify the governance structure of the Health Center and eliminate unnecessary duplication.
3. To have a single authority that is responsible for and empowered to make all decisions pertinent to the Health Center and the development of the hospital campus and to avoid overlapping or inconsistent managerial or governance responsibilities as between PHA and MRHC.
4. To facilitate future financing and contracting.

Under the merger structure outlined below, PHA would be merged with and into MRHC, with MRHC continuing as the surviving trust as a result of the merger. In making the recommendations below as to the steps to accomplish a merger of the two trusts, we have assumed that all necessary parties (*i.e.*, the Trustees of PHA, the Trustees of MRHC, the Mayor, the City Council, and all other constituencies) would be supportive of the proposed merger.

#### Legal Basis for a Merger

Title 60 of the Oklahoma Statutes, Sections 176–180.4, commonly referred to the "Oklahoma Public Trust Act," authorizes the creation of express trusts created to issue obligations, enter into financing arrangements, and provide funds for the furtherance and accomplishment of any authorized and proper public function or purpose of the state or of any county or municipality. Both PHA and MRHC are existing public trusts under the Oklahoma Public Trust Act.

The Oklahoma Public Trust Act does not address whether two public trusts may be merged. However, *Morrison v. Ardmore Industrial Development Corp.*, 444 P.2d 816, 1968 OK 116 (Okla. 1968) stands for the proposition that Oklahoma public trusts are express trusts subject to the provisions of the Oklahoma Trust Act and trust law generally, except to the extent expressly regulated by the Oklahoma Public Trust Act. *See also Board of County Commissioners of Oklahoma County v. Warram*, 285 P.2d 1034, 1955 OK 198 (Okla. 1955) (recognizing that the common law, as modified by Constitution of the State and statutory law, remains in force in Oklahoma, including as to express trusts for the benefit of governmental beneficiaries).

The general law of express trusts allows two trusts to be merged, particularly when the governing trusts instruments allow mergers and are substantially similar and the trust beneficiaries are the same. Under our proposed structure, the declaration of trust for PHA would be amended to make it identical to the declaration of trust of MRHC and to authorize it to be merged with and into MRHC. Likewise, the declaration of trust for MRHC would be amended to authorize PHA to be merged with and into MRHC. Upon the adoption of the amendments to the declarations of trust, both trusts would continue to have the same beneficiary (*i.e.*, the City) and the declarations of trust for both trusts would be substantially similar and would authorize the merger. At that point, the proposed merger would be authorized by trust law generally and would not contravene any provisions of the Oklahoma Public Trust Act.

As indicated above, our recommended structure requires approval by all interested parties. It also contemplates that the amendments to the declarations of trust and the merger of the two trusts would be subject to final review and approval by the District Court of Pittsburg County, after notice and opportunity to be heard by any interested parties (unless notice is waived by all interested parties), in a trust administration action commenced under Title 60 of the Oklahoma Statutes, Section 175.23. That statute confers plenary jurisdiction and authority upon the District Court, sitting as a court of equity, "to construe the provisions of any trust instrument; to determine the law applicable thereto; the powers, duties, and liability of trustee; the existence or nonexistence of facts affecting the administration of the trust estate; to require accounting by trustees; to surcharge trustee; and in its discretion to supervise the administration of trusts." Assuming that all necessary parties have approved the proposed amendments to the terms of the declarations of trust and the merger of the two trusts, the order of the District Court would confer

full and final authority for the merged trust to succeed to all properties, rights, privileges, immunities, powers and franchises of PHA and MRHC and for MRHC to continue as the surviving trust.

Summary of Steps

In order to accomplish the merger, the following actions would be taken in the order listed:

1. The Trustees of PHA would meet and approve an amendment to its declaration of trust so that it will read substantially the same as the declaration of trust of MRHC and to authorize the merger.
2. The Trustees of MRHC would meet and approve an amendment to its declaration of trust to authorize the merger.
3. The proposed merger documents would be submitted to the Mayor and City Council for approval.
4. A trust construction suit would be filed in the District Court of Pittsburg County.
5. After the waiting period (unless waived by all interested parties) and assuming no objections, the District Court would enter its Order approving the merger.
6. Following entry of the Order, the trusts would then set a closing date to execute the merger documents (through their respective officers).
7. The Trustees of PHA would resign.
8. The City would acknowledge the merged trust as the tenant under its lease previously with PHA.
9. Appropriate certificates would be made with the City Clerk of the City and the County Clerk of Pittsburg County to reflect the effectiveness of the merger.

## TRIPARTITE AGREEMENT AND PLAN OF MERGER

THIS TRIPARTITE AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into this [ ] day of [ ], 2015, by and among the CITY OF McALESTER, OKLAHOMA (the "City"), the McALESTER PUBLIC HEALTH AUTHORITY, an Oklahoma public trust having the City as its beneficiary ("PHA"), and the McALESTER REGIONAL HEALTH CENTER AUTHORITY, an Oklahoma public trust having the City as its beneficiary ("MRHCA").

### BACKGROUND

A. PHA was formed pursuant to that certain Declaration of Trust dated April 25, 1978 (the "PHA Declaration of Trust"), for the purposes, among other things, of providing public out-patient health care services and facilities for all purposes and holding, maintaining and administering leasehold rights in properties of the City leased to PHA.

B. Pursuant to a ground lease between City and PHA (the "Lease"), the City has leased certain land and improvements to the PHA.

C. MRHCA was formed pursuant to that certain Declaration of Trust dated August 11, 1969 (the "MRHCA Declaration of Trust"), for the purposes, among other things, of providing utility, hospital and public health services and facilities for all purposes and holding, maintaining and administering leasehold rights in properties of the City leased to MRHCA.

D. Pursuant to that certain Office Lease dated January 1, 2013, between PHA and MRHCA (collectively, the "Sublease"), PHA has subleased certain land and improvements to MRHCA. MRHCA operates McAlester Regional Health Center (the "Health Center") on the premises subleased from PHA.

E. The parties have determined that it is in the best interests of the Health Center and the delivery of quality patient care that MRHCA and PHA be merged on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. MERGER. Subject to the terms and conditions set forth in this Agreement, the following transactions shall take place on the Closing Date (as hereinafter defined) and shall be deemed to have occurred in the order listed below:

1.1 Amendment and Restatement of PHA Declaration of Trust. The PHA Declaration of Trust shall be amended and restated in its entirety to read exactly the same as the MRHCA Declaration of Trust.

1.2 Merger. PHA shall be merged with and into MRHCA, with MRHCA being designated as the surviving trust. The surviving trust is hereinafter referred to as the "Merged Trust."

1.3 Trustees. The Trustees of PHA shall resign, and the Trustees of MRHCA shall be and are hereby designated as the Trustees of the Merged Trust.

1.4 Merged Trust. The Merged Trust shall continue as a public trust for the benefit of the City and shall be governed by the MRHCA Declaration of Trust.

1.5 Lease. The City shall acknowledge the Merged Trust as the tenant under the Lease.

2. LEGAL EFFECT OF TRANSACTIONS. The transactions contemplated by Section 1 of this Agreement are intended to have, and upon the Closing Date (as hereinafter defined) shall be deemed to have, the following legal effect:

2.1 Lease of Health Center. The Merged Trust will become the direct lessee of the City of all real property comprising the Health Center and all other property now leased by the City to PHA under the Lease, and the Sublease will terminate by operation of law.

2.2 Merged Trust. The Merged Trust will succeed to all assets, properties, rights, interests, privileges, immunities, powers and franchises of PHA and will assume all debts and obligations of PHA. The Merged Trust will be a continuation of PHA and MRHCA, and neither shall be deemed to have terminated or dissolved.

2.3 Governing Documents and Trustees. The MRHCA Declaration of Trust as in effect on the Closing Date will be the declaration of trust of the Merged Trust and the bylaws of MRHCA as in effect on the Closing Date will be the bylaws of Merged Trust, in each case until thereafter amended as provided therein or by applicable law, and the Trustees of MRHCA will continue as the Trustees of the Merged Trust.

2.4 Management and Employees. All executive officers and employees of MRHCA on the Closing Date will continue their employment as executive officers and employees of the Merged Trust (provided, however, the employment of any executive officer or employee may be terminated following the Closing Date in the same manner as prior to the closing). All employee policies, procedures and benefit plans of MRHCA will remain in full force and effect as the employee policies, procedures and benefit plans of the Merged Trust, in each case until thereafter amended, modified or terminated by the Trustees of the Merged Trust in accordance with the terms of such policies, procedures and benefit plans and applicable law.

2.5 Contractual Relationships. All existing contractual arrangements of MRHCA relating to the operation of the Health Center will continue in full force and effect, without interruption, as contractual arrangements of the Merged Trust.



3. CLOSING DATE; CONDITIONS TO CLOSING.

3.1 Closing Date. The closing of the transactions contemplated by this Agreement shall take place on the third business day after all of the conditions to closing set forth in Section 3.2 have been satisfied (the "Closing Date").

3.2 Conditions to Closing. The obligation of each party to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions precedent (unless waived by the parties):

3.2.1 Governing Board Approvals. The execution and delivery by each party of this Agreement and each of the transaction documents listed in Section 3.3 (collectively, the "Transaction Documents"), and the performance by each party of its obligations under the Transaction Documents to which it is a party, shall have been approved by the Trustees of PHA and the Trustees of MRHCA.

3.2.2 Approval by City Council. The City Council of the City shall have approved the merger of PHA and MRHCA on the terms set forth in this Agreement and shall have accepted the beneficial interest in the Merged Trust.

3.2.3 Approval of Trust Reformation Action. The Trustees of MRHCA shall have initiated a trust reformation action in the District Court of Pittsburg County (the "District Court"), and the District Court shall have entered a final and non-appealable order (a) construing both the MRHCA Declaration of Trust and the PHA Declaration of Trust, (b) authorizing the Trustees of PHA to amend and reform the provisions of the PHA Declaration of Trust so that they are identical with the current provisions of the MRHCA Declaration of Trust, (c) approving the merger of PHA with and into MRHCA, and authorizing the Trustees of both trusts to carry out such merger, (d) providing that the Trustees of MRHCA shall continue to serve as Trustees of the Merged Trust and that the existing MRHCA Declaration of Trust shall continue as the governing trust instrument of the Merged Trust, (e) providing that all existing rights and privileges of PHA shall be vested in the Merged Trust as the surviving trust of the merger, and (f) authorizing the Trustees of PHA to resign as Trustees.

3.2.4 Consents. The parties shall have obtained all third-party consents required in order to consummate the transactions contemplated by this Agreement, including (to the extent required) consents of insurance providers, payors under managed care contracts, administrators of employee benefit plans, capital lessors and counterparties to other material contracts.

3.2.5 Accuracy of Representations and Warranties. The representations and warranties made by the parties in Section 4 hereof shall be true and correct in all material respects.

3.2.6 Legal Matters. All legal matters incident to this Agreement and the Transaction Documents shall be satisfactory to each of the parties and their respective counsel.

3.2.7 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated by this Agreement shall have been issued by any court of competent jurisdiction and no action, suit or other legal proceeding shall have been initiated or threatened in writing to enjoin or otherwise question the consummation of the transactions contemplated by this Agreement.

3.3 Deliveries on Closing Date. On the Closing Date, the following items shall be delivered:

3.3.1 New Lease. The City and the Merged Trust shall enter into the New Lease.

3.3.2 Certificate of Merger. Appropriate filings shall be made with the City Clerk of the City and the County Clerk of Pittsburg County with respect to the merger of PHA with and into MRHCA.

4. REPRESENTATIONS AND WARRANTIES. As an inducement to each other party to enter into this Agreement and consummate the transactions contemplated hereby, each party represents and warrants as follows:

4.1 Representations and Warranties of PHA.

4.1.1 Organization and Authorization. PHA is a public trust duly formed and validly existing pursuant to the PHA Declaration of Trust in accordance with the requirements of the Oklahoma Public Trust Act. PHA has all necessary legal power and authority to enter into this Agreement and to perform its obligations under and carry out the transactions contemplated by this Agreement and the other Transaction Documents.

4.1.2 Binding Agreement. This Agreement has been duly and validly authorized, executed and delivered by PHA.

4.2 Representations and Warranties of MRHCA.

4.2.1 Organization and Authorization. MRHCA is a public trust duly formed and validly existing in accordance with the requirements of the Oklahoma Public Trust Act. MRHCA has all necessary legal power and authority to enter into this Agreement and to perform its obligations under and carry out the transactions contemplated by this Agreement and the other Transaction Documents.

4.2.2 Binding Agreement. This Agreement has been duly and validly authorized, executed and delivered by MRHCA.

4.2.3 Certain Representations With Respect to the Health Center. MRHCA has all licenses, accreditations and certifications which are necessary to operate the Health Center and to participate in the Medicare, Medicaid and TRICARE programs. The Health Center is duly accredited by all appropriate accreditation agencies.

4.2.4 Legal Proceedings. There are no claims, proceedings or investigations pending or, to the knowledge of MRHCA, threatened before any court, arbitrator or governmental authority, against, relating to or affecting MRHCA, or with respect to the Health Center or its operations, which in any case could reasonably be expected to have a material adverse effect on the financial condition or operations of the Health Center.

4.3 No Survival. The representations and warranties made by the parties in this Agreement shall not survive the Closing Date.

## 5. GENERAL.

5.1 Medical Staff and Governance Matters. The parties agree that (a) the Health Center's medical staff members in good standing as of the Closing Date shall maintain medical staff privileges at the Health Center as of the Closing Date, and (b) from and after the Closing Date, the medical staff will be subject to the Health Center's Medical Staff Bylaws in effect on the Closing Date. From and after the Closing Date, the Trustees of the Merged Trust (*i.e.*, the current Trustees of MRHCA) will be the governing body of the Health Center.

5.2 Further Assurances and Cooperation. After consummation of the Transactions contemplated by this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the Transaction Documents referred to in this Agreement and the transactions contemplated hereby.

5.3 No Assignment. No party may assign any of its rights or obligations under this Agreement.

5.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma without regard to principles of conflicts of law.

5.5 Third Party Beneficiary. None of the provisions contained in this Agreement is intended by the parties, nor shall any of the provisions be deemed, to confer any benefit on any person or entity not a party to this Agreement.

5.6 Entire Agreement. This Agreement sets forth the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between or among the parties on the subject matter hereof.

5.7 Time of the Essence. Time is of the essence of this Agreement. Each party commits to use its best efforts to take all actions required to be taken by it in order to satisfy the condition to closing as expeditiously as possible.

5.8 City Not Obligated. The parties acknowledge that the existing liabilities, obligations and indebtedness of MRHCA and PHA are not obligations of the City or any of its agencies, authorities or political subdivisions, and nothing contained in this Agreement shall be construed so as to impose on the City any liability for payment of the liabilities, obligations and indebtedness of PHA, MRHCA or the Merged Trust.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

"CITY":

CITY OF McALESTER, OKLAHOMA

By: \_\_\_\_\_  
Steve Harrison, Mayor

ATTEST:

\_\_\_\_\_  
Cora Middleton, City Clerk

"PHA":

McALESTER PUBLIC HEALTH  
AUTHORITY

By: \_\_\_\_\_  
Cara Bland, Chairman

"MRHCA":

McALESTER REGIONAL HEALTH CENTER  
AUTHORITY

By: \_\_\_\_\_  
David Keith, President / CEO



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>March 24, 2015</u>	Item Number:	<u>2</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Pete Stasiak/Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>March 17, 2015</u>	Exhibits:	<u>4</u>

### Subject

Consider and act upon, a Resolution approving an amended and restated trust indenture for the Oklahoma Municipal Retirement Fund.

### Recommendation

Motion to approve Resolution.

### Discussion

See attached Summary, Memorandum, Trust Indenture and restatement, and Trust Resolution.

### Approved By

Department Head  
City Manager

P. Stasiak

*Initial*

*Date*

*PJS*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCALESTER APPROVING AN AMENDED AND RESTATED TRUST INDENTURE FOR THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING AMENDMENTS TO THE TRUST TO AUTHORIZE DAILY VALUATIONS AND DAILY ACCOUNTING FOR ASSETS WITHIN THE MASTER DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR DAILY VALUATION OF PARTICIPANT ACCOUNTS IN THE DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND AND PROVIDING PROCEDURES AND RULES FOR ACCOUNTING OF SUCH ASSETS; PROVIDING FOR EFFECTIVE DATE OF AMENDED AND RESTATED TRUST INDENTURE AND CONTINUING EXISTING TRUST AS AMENDED IN FULL FORCE AND EFFECT.**

**WHEREAS**, the Board of Trustees of Oklahoma Municipal Retirement Fund have approved an Amended and Restated Trust Indenture of the Oklahoma Municipal Retirement Fund which makes various amendments to the Trust for purposes of allowing daily valuations and rules and procedures for accounting of assets in the Master Defined Contribution Plan which amendment is attached hereto as Exhibit "1"; and,

**WHEREAS**, the amendment can only become effective upon approval by a two-thirds (2/3) majority of the participating employers in the Oklahoma Municipal Retirement Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of McAlester that the attached amendment to the Oklahoma Municipal Retirement Fund Trust Indenture is approved.

**\*\*\*END\*\*\***

The foregoing Resolution was duly adopted and approved by the City Council of the City of McAlester, on the \_\_\_\_ day of \_\_\_\_\_, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

\_\_\_\_\_  
MAYOR/CHAIRMAN

ATTEST:

\_\_\_\_\_  
CLERK/SECRETARY

**Proposed  
Amendment, Restatement and Continuation  
Trust Indenture explanation**

Each Oklahoma Municipal Retirement Fund (OkMRF) member operates under two documents – the *Master Plan Document with Joinder Agreement* and the *Trust Indenture*. The Trust Indenture provides for the organization and administrative procedures of the OkMRF **trust**. In order for any changes to be made to the Trust Indenture, two-thirds of the OkMRF membership must approve the change.

Before you is a request from the OkMRF trustees to approve an Amended and Restated Trust Indenture. The change does not directly impact the Defined Benefit (DB) plans or any pension benefits. It does impact members with Defined Contribution (DC) and related Customized Manager Option (CMO) plan(s). Yet, it requires each of you to consider a **resolution ballot** to secure the two-thirds vote.

Up until this proposed amendment, the applicable rules for DB, DC and CMO members were identical. With the amendment before you, OkMRF is suggesting separate accounting rules for the Defined Contribution Systems. This would be a favorable and welcomed change to enable DC/CMO participants to obtain their individual balances on a daily basis rather than monthly.

**DB Members action required:**

After voting and returning the enclosed resolution on the Trust Indenture amendment, there will be no further action needed.

**DC and CMO Members further action required:**

After voting and returning the enclosed resolution on the Trust Indenture amendment, provided amendment passes, the trust Administrator will then forward a related Master Plan Document with Joinder Agreement that will need to be presented to your governing body for approval and signature. The revised Master Plan with Joinder Agreement will include the updated IRS approved plan document along with necessary changes to implement daily recordkeeping.

The affected sections as outlined and explained on the attached **MEMORANDUM** are also highlighted for your convenience on the Trust Indenture attached to the Resolution as **Exhibit “1”** and will go into effect at a later date which will be certified by the OkMRF Trustees after:

- Two-third majority vote is secured;
- Contracts for daily recordkeeping with related vendors are properly in place; and
- Individual DC and CMO Master Plans with Joinder Agreements are signed and received.

Enclosed please find a resolution which should be submitted to your Retirement Committee (governing body) for approval **on your next available Council/Board meeting date**. A certified copy of the resolution needs to be returned to the OkMRF offices on or by May 15, 2015. When necessary votes are received and effective date certified, we will forward the updated Trust Indenture document for your files.

Thank-you for taking the time to have your governing body address this simple but important change. OkMRF is super excited to effect this type of change for DC/CMO plan participants to have account balances, distributions, loans, etc. updated and processed more frequently.

Please call Jodi Cox, Chris Whatley or Kari Baser with any questions you might have at ext. 102, 103 and 104, respectively.





## MEMORANDUM

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TO: Oklahoma Municipal Retirement Fund

FROM: Jodi S. Cox, Executive Director & CEO

DATE: March 10, 2015

RE: Oklahoma Municipal Retirement Fund Trust Indenture Amendment and Restatement – Summary of Material Changes

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The following summary compares the old version of the Oklahoma Municipal Retirement Fund Trust Indenture with proposed version as set before you for approval.

### Trust Indenture Amendment and Restatement

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
1.2	Continuation of Trust	None.	Trustees will certify effective date of trust indenture upon acquiring 2/3 votes, securing applicable vendor contracts and obtaining individual DC/CMO master plan documents with joinders.
2.1	Definitions	None.	Daily Valuation Date defined.
4.2	Valuations	DB and DC Systems valued monthly.	DB Systems remain monthly. DC Systems valued each Daily Valuation Date.
4.3	Units of Participation	DB and DC Systems unitized using same method.	DB Systems unitized using same unit method. DC Systems can be unitized using units or dollars.
5.2	Costs and Expenses	Did not address individual participant fees.	Provides for a means to charge a DC plan participant individually, if they want specialized services, such as, but not limited to: loans, investment advice, brokerage fees, etc.
6.3	Required Appointments	None.	Recordkeeper(s) defined.

<b><u>Sec.</u></b>	<b><u>Feature</u></b>	<b><u>Current Version</u></b>	<b><u>Newly Approved Version</u></b>
10.1	Authorization of Trustees	None.	Modified language to add securities or investments permissible under applicable law.
11.3	Investment of Funds	DB and DC Systems investment of funds using same method.	Accounting for DC Systems separated out to account for investing more frequently.
11.4	Liquidating Payments	DB and DC Systems used same liquidation method.	DC Systems separated out to account for liquidating payments more frequently.

Highlighted  
Material changes

## **EXHIBIT 1**

# **TRUST INDENTURE ESTABLISHING OKLAHOMA MUNICIPAL RETIREMENT FUND**

**TRUST INDENTURE**  
**OKLAHOMA MUNICIPAL RETIREMENT FUND**

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## ARTICLE I

### Name

1.1 Name: The trust hereby created shall be designated and known as “OKLAHOMA MUNICIPAL RETIREMENT FUND.”

1.2 Continuation of Trust. This Trust is an amendment, restatement and continuation of the existing Trust Indenture Establishing Oklahoma Municipal Retirement Fund. This amendment and restatement of the Trust is effective upon date set forth in a separate certification by the Trustees as the effective date of the conversion of the defined contribution System administration to a daily valuation basis; provided that, the effective date in such certification shall not be retroactive to a date prior to the date of the certification.

## ARTICLE II

### Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Trust Indenture, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary.

Authorized Agent shall mean the person designated by each Employer to represent it in its transactions with the Trustees of this Trust and to perform such other duties as are set forth herein and in the system of such Employer.

Daily Valuation Date shall mean each business day of the Plan Year for which there is an established market value for System assets.

Employee shall mean any employee covered by the system of an Employer.

Employer shall mean: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipality(ies) as beneficiary(ies); (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma Statutes, which has adopted a plan or system as herein defined and which has become a participant in this trust according to the terms hereof.

Oklahoma Municipal League shall mean the wholly owned and financed instrumentality of its member city and town governments by that name, in existence since 1913 to perform common functions of each, and wholly controlled by an elected board of municipal officials.

System shall mean each and every employee's retirement fund and system created or adopted by an employer which is a participant in this trust.

Trust or Oklahoma Municipal Retirement Fund shall mean the Trust hereby created and may be used to refer collectively to all the assets at any time comprising the corpus and accumulated income thereof.

Trust Administrator shall mean the person, firm or corporation appointed by the Trustees to see to the day to day operations of the Trust and to perform such other duties as are herein specified.

Trustees shall mean the group or body composed of all Trustees serving hereunder at any particular time.



2.2 Construction: Any word appearing in this Trust Indenture denoting gender, whether masculine, feminine or neuter, shall, unless the context clearly indicates to the contrary, include any other gender. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this entire Trust Indenture, not to any particular provision or section. In all matters regarding this Trust, the decision of the Trustees shall control and the construction, interpretation, resolution of any conflicts or inconsistencies determined by the Trustees and their determination as to what should be supplied in the event of omission, shall be binding and conclusive upon all persons and for all purposes.

## ARTICLE III

### Trustees

3.1 Existing Trustees: The Trustees serving on the effective date of this amendment shall serve as such Trustees until their successors are elected and qualified as hereinafter provided. These Trustees shall be referred to as the existing Trustees.

3.2 Creation of District Boundaries: The State of Oklahoma shall be separated into eight districts for purposes of nomination of Trustees to the Oklahoma Municipal Retirement Fund. The eight districts shall be as shown on the attached map, and shall be numbered one through eight. The Trustees may, from time to time, amend the district boundaries as necessary by adopting a resolution setting forth amended district boundaries. No amendment to district boundaries shall disqualify a Trustee from completing his or her unexpired term.

3.3 Number of Trustees and Nominations: The Trustees of this Trust shall be nine (9) in number. The Trustees shall be nominated by participating employer(s) located within the district boundaries of the district for which nomination is made, except one Trustee shall serve at-large, and such at-large Trustee may be nominated by any employer. Such nominations shall be made by resolution of the employer and shall be filed with the Trust Administrator between May 20th and June 30th, both inclusive, of each year for terms expiring in that year. No nominations received by the Trust Administrator after June 30th, shall be considered.

3.4 Elections: After June 30th, the Trust Administrator shall prepare a ballot listing thereon the names and a brief resume of the background and experience of all nominees for the office for which said Trustee was nominated, (i.e., the district or at-large), and shall forward on or before July 20th of each year by certified mail a copy of the ballot to the authorized agent of each employer. The governing body of each employer shall be entitled to cast by resolution one vote for each office to be filled, provided no vote shall be split or cast in any fraction or part of the whole. The resolution shall direct the authorized agent to indicate the results of its voting on the ballot furnished by the Trust Administrator, and to return the ballot to the Trust Administrator. The ballot shall be returned to the Trust Administrator between July 20th and August 30th of each year, and no ballots received by the Trust Administrator after August 30th shall be counted. The nominee from each district receiving the largest number of votes shall be elected to the office of Trustee for the respective district. In the event of a tie, the Trust Administrator shall, on or before September 10th, prepare a second ballot listing thereon the names of the nominees receiving such equal number of votes, following the same procedure as provided for the first ballot, the governing body of the employers shall again vote, and the nominee(s) receiving the largest number of votes shall be elected. Tie vote ballots shall be returned to the Trust Administrator on or before October 20th, and no ballots received after that date shall be counted.

A ballot signed by the authorized agent of an employer shall be conclusive evidence of the vote or votes cast by such employer.

The Trust Administrator shall notify the employers of the final results of the election as soon as same is determined, and the Trustees so elected shall take office on October 1st, except in the case of Trustees elected on a tie vote ballot, who shall take office on November 1<sup>st</sup>.

3.5 Transitional Provisions: In 1994, the Trustee for the “at-large” position shall be elected, and in 1995 the Trustee for District No. 2 shall be elected. The initial terms for the offices of Trustees after adoption of this amendment shall expire as follows:

<u>Trustee District</u>	<u>Expiration</u>
No. 1	1998
No. 2	1995
No. 3	1997
No. 4	1994
No. 5	1996
No. 6	1996
No. 7	1995
No. 8	1997
At-large	1994

As soon as possible after the effective date of this amendment, the two newly created Trustee offices from District No. 2 and the At-Large position shall be filled by appointment by a majority of the existing Trustees for terms expiring as follows: District No. 2 expires in 1995, and Trustee at-large expires in 1994.

3.6 Terms of Office: Except as provided in Section 3.5, the Trustees so elected under this Trust Agreement shall serve for terms of five years, or until their successors are qualified.

3.7 Bonding Requirements: Each Trustee and Successor Trustee serving hereunder at any time shall be covered by a corporate surety bond in an amount equal to at least ten percent (10%) of the total value of the Trust assets as determined at the close of the last fiscal year of the Trust, in favor of the Trust hereby created and conditioned upon the full and faithful performance of all duties, obligations, and responsibilities hereby imposed upon such Trustees, provided that no such bond shall be required in an amount in excess of \$500,000.00 per Trustee. The cost of expense of such bond, which may be in the form of a blanket bond, shall be considered a proper operating expense of the Trust and shall be paid from the segregated operating funds held by the Trustees.

3.8 Filling Vacancies: Any vacancies in the Trustees occurring during any year may be filled by appointment by the Chairman with confirmation by the affirmative vote of a majority of the Trustees then serving. Any Trustee so appointed and confirmed by the Trustees shall hold office for the remainder of the term of the vacating Trustee, subject to the other provisions hereof, and until the election and qualification of his successor. Trustees appointed under this section shall meet the qualifications set forth in Section 3.15 of this Trust.

3.9 Officers and Duties: The Trustees shall elect from their membership the following officers who shall serve for a term of one (1) year or until their successors are elected, but any officer shall be considered eligible for election to succeed himself:

Chairman: The Chairman shall be the chief executive officer of the Trustees, and shall preside at all meetings of the members of the Trustees, and shall, after appropriate resolution of the Trustees, sign all contracts, deeds, and other formal instruments on

behalf of the Trustees, and shall sign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

Vice-Chairman: The Vice-Chairman shall in the absence of or during the disability of the Chairman, have all the powers and perform all the duties of the Chairman.

Secretary: Under the direction of the Trustees the Secretary shall have charge of the records of all proceedings of the Trustees and shall record minutes of all meetings of the Trustees, and shall attest to the signature of the Chairman on all documents or instruments requiring such signature, and shall make such reports and certifications, and shall perform such other duties as are incident to his office or may be required of him by the Trustees. One or more Assistant Secretary may be elected by the Trustees.

Treasurer: The Treasurer shall certify to the accuracy of all statements and reports relating to the assets of the Trust and shall countersign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

3.10 Office, Records and Meetings: The Trustees shall establish an office or offices with suitable space for meetings of the Trustees and for use of the Trust Administrator and other administrative personnel. The Trustees shall maintain accurate and detailed records and accounts of all their transactions. All books and records of the Trustees, the Administrator, and the Trust shall be kept in such office or offices or in such other specified place or places as the Trustees shall designate for safekeeping and or convenient, ready reference. The Trustees shall hold meetings in such office or offices, on a regular basis once each month, and at such other times upon the call of the Chairman or a majority of the Trustees. All books and records, including the record of the Trustees' proceedings shall be available at all reasonable times for inspection or audit by any employer, employee, or other interested person or persons.

3.11 Meetings: The meetings of the Trustees of the Oklahoma Municipal Retirement Fund shall be subject to the Open Meeting Act.

3.12 Quorum: At any meeting of the Trustees the presence of a majority of the Trustees then serving shall be necessary to constitute a quorum for all purposes, and the act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of all the Trustees, except as may otherwise be specifically provided by law or by this Trust Agreement.

3.13 Compensation: No Trustee or Successor Trustee serving hereunder shall be entitled to receive any compensation for his services as such Trustee, but all such Trustees shall be entitled to reimbursement out of the Trust Operating Fund held by the Trustees of all reasonable expenses, including a reasonable travel allowance incurred in order to attend meetings of the Trustees or to perform other necessary and proper duties incident to the office of such Trustee.

3.14 Systems for Reference: Each employer shall deliver to the Trustees a copy of the System established by such employer and any amendment thereto for convenience of reference, but the rights, powers, titles, duties, discretions, and immunities of the Trustees shall be governed solely by this instrument without reference to such System.

3.15 Qualifications, Disqualification, and Limitations: Each person nominated, elected, or appointed to serve as Trustee of this Trust shall be at the time he is to take office an officer of the employer, member of the governing body of the employer, or an active or retired participant in the system. (Active or retired participant shall mean an employee with an account balance or benefit remaining in the system.) For the district offices the Trustee shall be an officer or member of the governing body of an employer located in the district represented by the Trustee, and in the case of a retired or active participant the Trustee's participation must be with an employer located in the district for which the Trustee serves.

Any Trustee shall immediately be disqualified upon failing to meet any of the criteria for qualification as set forth above.

## ARTICLE IV

### Trust Assets

4.1 Assets and Interests: The assets of this Trust shall consist of such assets and the income therefrom, including such contributions as shall from time to time be made to the Trustees by each Employer under its System, or property for which any of the same shall be exchanged or into which any of the same shall be converted, together with any other assets from time to time held hereunder by the Trustees. All legal right, title and interest in and to the assets of the Trust shall at all times be vested exclusively in the Trustees or their nominee and no Employee shall be deemed to have a severable ownership of any asset of the Trust or any right of partition or possession thereof, but each Employer shall have a proportionate undivided interest therein, based upon the number of units of participation and the value of other assets allocated to its account, sharing ratably with other Employers in the income, gains or losses.

4.2 Valuations: The Securities Custodian(s) shall appraise and place valuations upon the assets of the Trust held by it as of the month end with respect to the assets of each defined benefit System and on each Daily Valuation Date for each defined contribution System. The Recordkeeper(s) shall appraise and place valuations upon the assets of each defined contribution System and the individual participant accounts of each Daily Valuation Date. Any Trust assets not held by the Securities Custodian(s) shall be appraised and valued by the Trustees on said date.

The valuation of all assets of the Trust shall be both at cost and at the fair market value thereof as determined by reference to the best available source or sources in the opinion of the Securities Custodian(s) and the Trustee, and both the Securities Custodian(s) and Trustees may rely on figures, or statements appearing in any reputable publication purporting to state sales prices, market quotations, values, bid and asking prices, or any facts affecting values and upon the opinion of one or more persons familiar with the reasonable market value of any assets to be valued, and shall incur no liability for error in any such valuations made in good faith.

### 4.3 Units of Participation:

(1) Defined Benefit Systems. This paragraph shall apply solely to the valuation of defined benefit System assets. As of each valuation date the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall be divided into units of equal value for convenience in determining the proportionate interest of the plan or System of each separate Employer and the proportionate interest of each such Employer shall be expressed by the number of such units allocated thereto. The initial value of each such unit shall be Ten Dollars (\$10.00) and thereafter its value shall be a fractional portion of the established valuation of all assets of the Trust in the hands of the Securities Custodian(s) using one (1) as the numerator of such fraction and the total number of units participating in the Trust as the denominator. The Trustees may from time to time cause the units of the Trust to be divided into a greater number of units of lesser value or cause them to be combined into a lesser number of units of greater value. Units of participation in the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall not be evidenced by any form of certificate, but the Trustee shall maintain a record of the number of units outstanding allocated to each Employer.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution System assets. The units of participation method described in Section 4.3(1) above may be used to determine the proportionate interest of each defined contribution System in the portion of the Trust attributable to defined contribution Systems. Alternatively, the proportionate interest of each defined contribution System may be determined directly as the market value of all participant accounts of a defined contribution System on a given Daily Valuation Date compared with the total market value of all participant accounts of all defined contribution Systems on such Daily Valuation Date.

## ARTICLE V

### Trust Expenses

5.1 Repealed April 1, 1991

5.2 Costs and Expenses: All costs and expenses incurred in the operation, administration, investment, and management of the Trust shall be paid from the Trust assets for and on behalf of the employees or other beneficiaries participating in the system, by the Securities Custodian(s) from the funds in its possession. The Trustees shall have discretion to allocate costs and expenses among the participating Systems in a reasonable manner. Disbursements from the Trust for expenses shall be made only upon approval by the Trustees. Provided, the Trustees are authorized to charge costs for special participant record keeping and reports to the requesting participants or Employer. Provided further, the Trustees and the Recordkeeper(s) shall have discretion to charge an employee's account for reasonable expenses directly related to that account. Nothing herein shall authorize the payment of any funds from the Trust assets except those funds necessary to pay the reasonable and necessary expenses of the operation, administration; investment, and management of the Trust for the benefit of the participating employees and their beneficiaries.

5.3 Repealed April 1, 1991

5.4 Repealed April 1, 1991

5.5 Equipment and Supplies: The Trustees are authorized to purchase such equipment and supplies as they shall deem necessary for the efficient operation, administration, and management of the Trust. Such payments shall be considered an expense of the Trust and the equipment and supplies so purchased shall be an asset of the Trust and shall be held by the Trustees as such and no Employer shall be deemed to have severable ownership therein or any right of partition or possession thereof, but each Employer shall have proportionate undivided interest therein as specified in Article IV hereof.

5.6 Budget: The Trust Administrator shall prepare an annual budget to include all anticipated costs and expenses of the Trust. The budget shall be submitted to the Trustees for approval at the June meeting. Monthly statements showing expenses shall be submitted to the Trustees at each regular monthly meeting.



## ARTICLE VI

### Administration and Management

6.1 Trustees Responsible: The Trustees shall be responsible for the operation, administration and management of the Trust and shall determine the general investment policy to be followed in the investment of the Trust assets and shall approve all investments either before or after the same are made or by establishing a list of specified authorized securities and other investment media in which Trust funds may be invested in accordance with the general investment policy.

6.2 Appointment of Advisors and Others: In order to carry out the responsibilities hereby imposed upon them, the Trustees shall appoint such advisors, consultants, agents and employees, each of whom may be such individual, firm or corporation as shall be deemed necessary or advisable and approved by the Trustees. Such individuals, firms or corporations may be retained or employed in such manner and upon such terms as shall seem appropriate and proper to the Trustees, either by contract or retainer, by regular full or part-time employment or by such other arrangements as shall be satisfactory to the Trustees and shall be subject to such bonding requirements as shall be established by the Trustees. The fees, commissions, salaries or other compensation of such advisors, consultants, agents or employees shall be paid by the Trustees from the Trust Operating Fund.

6.3 Required Appointments: In addition to others which may from time to time be determined to be necessary, the Trustees shall appoint the following advisors, consultants, agents or employees who shall perform the duties and services indicated below and such other duties and services as may from time to time be requested or directed by the Trustees, and who shall be responsible to the Trustees and shall attend all regular meetings of the Trustees:

Trust Administrator: The Trust Administrator shall be responsible to the Trustees for the day to day operation of the Trust, and shall on behalf of the Trustees,

1) Be responsible for the transmittal of communications from the Trustees to the Employers.

2) Receive or directly submit to the Recordkeeper(s) payroll and employment reports from Employers and maintain current employment, earnings, and contribution data on each covered employee of each Employer.

3) Certify to any proper and interested party the amount and duration of benefits to be paid from the Trust Fund.

4) Coordinate the activities of all other advisors, consultants, agents or employees appointed by the Trustees.

5) Maintain all necessary records reflecting the operation and administration of the Trust and Trust Operating Fund and submit detailed reports thereof to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees.

6) Process all claims for payment of benefits or expenses for approval of the Trustees.

7) File on behalf of the Trustees such reports or other information as shall be required by any State or Federal law or regulation.

Investment Counsel: The Investment Counsel shall be a professional, impartial and experienced person, firm or corporation and shall advise and assist the Trustees in the formation of general investment policy and in the acquisition and sale of specific securities or other investment media. Duties include, but are not limited to, searches, monitoring, reporting and recommending hiring or terminating managers. The Trustees shall consult with Investment Counsel regarding all trust investments but shall be under no specific obligation to strictly adhere to the advice or recommendations of such counsel.

Security Custodian(s): The Securities Custodian(s) shall hold all stocks, bonds and other securities of the Trust on behalf of the Trustees and shall buy, sell, exchange or otherwise deal with or contract with reference to such stocks, bonds and other securities as directed by the Trustees or as directed by authorized parties. The Securities Custodian(s) shall also provide safekeeping of all such securities and shall collect and disburse the income or proceeds thereof as directed by the Trustees and shall maintain accurate records regarding all investments, receipts, and disbursements and shall submit detailed reports to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees. All stocks, bonds or other securities so held by the Securities Custodian(s) may be held in the name of the Trustees or in his or its name as nominee or in the name of a nominee serving on behalf of the Security Custodian(s).

Actuary: The Actuary shall advise and assist the management of the Trust and shall, so often as directed by the Trustees but at least biannually, compute from data furnished by the Trust Administrator the cost rate for the actuarial valuation reports to each Employer and to the Trustees concerning funding, cash flow and related requirements. All cost and actuarial valuation reports furnished by the Actuary shall be certified by a Fellow of the Society of Actuaries.

Auditor: The Auditor shall be engaged to perform such duties, examinations or other services and to render such reports as the Trustees may from time to time direct.

Legal Counsel: The Trustees may appoint legal counsel to render such advice or perform such legal services as may from time to time be deemed by the Trustees to be necessary or advisable in the operation of the Trust. Such legal counsel shall be a duly licensed attorney engaged in the active practice of law within the State of Oklahoma.

Recordkeeper(s): The Recordkeeper(s) shall provide systems and processes to receive and maintain participant records and data on behalf of each Employer which reflects all required fields of participant plan activity including but not limited to name, social security number, salary, plan contributions, employment date, interest earnings, taxable and non-taxable status of the funds and distribution activity.

## ARTICLE VII

### **Retirement Committee and Authorized Agent**

7.1 **Retirement Committee:** The System of each Employer provides and shall continue to provide for the appointment or election of a Board of Trustees to administer that System. Such Board of Trustees shall serve as and be hereinafter referred to as the "Retirement Committee" of such Employer. It shall be the duty of the "Retirement Committee" of each Employer to furnish the, Trust Administrator all necessary payroll and contribution information, to file claims on behalf of Employees, to see that all Employee and municipal contributions are forwarded promptly to the Trustees for investment, to determine eligibility of employees for participation and benefits, and to perform such other duties as shall be imposed thereupon by other provisions herein contained or by the System of such Employer.

7.2 **Authorized Agent:** In order to simplify the relationship between the Trustees and/or Trust Administrator and each Employer, each Retirement Committee shall designate an individual who may, but need not, be one of its members to serve as "Authorized Agent". The "Authorized Agent" shall furnish all necessary information on behalf of his municipality to the Trustees and/or Trust Administrator and shall be the proper person to receive all communications, correspondence or other information furnished by the Trustees or Trust Administrator to the particular Employer.

7.3 **Notice to Trustees:** Each Employer shall notify the Trustees of the name of the members of its Retirement Committee and shall furnish the Trustees a specimen of signature of each member of the Retirement Committee. The members of the Retirement Committee shall notify the Trustees of the name and business address of the Authorized Agent selected by the Committee.

7.4 **Authority of Retirement Committee:** Each Retirement Committee shall have complete authority to determine the existence, non-existence, nature and amount of the equitable rights and interests of all persons in the Trust assets, as such rights and interests affect its System. All directions by the Retirement Committee to the Trustees shall be in writing and signed by the Authorized Agent. Until notified of a change, the Trustees shall be fully protected in acting upon the assumption that the membership of the Retirement Committee and its Authorized Agent have not been changed.

## ARTICLE VIII

### Contributions

8.1 Trustees Accountable: The Trustees shall be accountable for all contributions received by them but shall have no duty to require any contribution to be made to them or to determine that the amounts received comply with the System of any Employer or to determine that the Trust assets are adequate to provide the benefits payable pursuant to any System.

8.2 Delivery to Trustees: Each Employer shall withhold from the compensation of each Employee covered by its System the portion of the total contribution to be made by such Employee pursuant to its System. On or before the fifteenth (15) day of each month, each Employer shall forward to the Trustees or other authorized parties the Employees' contributions so withheld during the immediately preceding month, together with the portion of the total contributions to be paid by the Employer pursuant to its System for such preceding month.

## ARTICLE IX

### Payments From Trust Assets

9.1 Direction by Retirement Committee: Payments of benefits to or for Employees shall be made from the Trust assets by the Trustees to such persons, in such manner, at such times and in such amounts as the Retirement Committee of each Employer shall direct. The Trustees shall be fully protected in making, discontinuing or stopping such payments from the Trust assets in accordance with the directions of the Committee. The Trustees shall have no responsibility to see the application of payments so made or to ascertain whether the directions of the Committee comply with the System of each Employer. When the Committee directs that any payment is to be made only during or until the time a certain condition exists regarding the payee, any payment made by the Trustees in good faith, without actual notice or knowledge of the changed status or condition of the payee, shall be considered to have been properly made by the Trustees and made in accordance with the direction of the Committee. If any such payment is made by a check mailed to the payee and such check is returned to the Trustee undelivered, or if the Trustees are otherwise unable to deliver any such payment to the payee, the Trustees shall promptly give notice thereof to the Committee.

9.2 Withholding and Releases: The Trustees are authorized, but not required, to withhold from distributions to any payee such sum as the Trustees may reasonably estimate as necessary to cover federal and state taxes for which the Trustee may be liable, which are, or may be, assessed with regard to the amount distributable to such payee. Upon discharge or settlement of such tax liability, the Trustees shall pay the balance of such sum, if any, to such payee or to his estate. Prior to making any payment or distribution hereunder, the Trustees may require such releases or other documents from any lawful taxing authority and may require such indemnity from any payee or distributee as the Trustees shall reasonably deem necessary for their protection.

9.3 Exemption of Assets--Restraints on Alienation:

(1) Assets Exempt. Except as otherwise provided in Section 9.3(2) of this Trust Indenture, the assets of the Trust shall be exempt from legal process, and distributions payable from the Trust assets shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, but excluding devolution by death or mental incompetency, including any such liability which is for alimony or other payments for the support of a spouse or former spouse or any otherwise relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the System. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable hereunder shall be void. The Trustee and Trust assets shall not in any manner be liable for, or subject to the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the System benefits or Trust assets shall be considered an asset of the Employee in the event of his divorce, insolvency, or bankruptcy.

(2) Qualified Domestic Relations Orders:

(a) The provisions of Section 9.3 of this Indenture shall not apply to a Qualified Domestic Relations Order as provided pursuant to this subsection.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of this State pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a member, and which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to receive a portion of the benefits payable with respect to a member of the System.

(c) Each retirement plan administered by the Oklahoma Municipal Retirement Fund shall include rules and regulations for Qualified Domestic Relations Orders. Such rules shall be included as a part of each Tax Qualified Retirement Plan.

(3) Loans Secured by Participants Accrued Non-Forfeitable Benefits. Where specifically authorized by the employer's System, a loan may be made to a participant from the Trust, and such loan shall not be treated or construed as an assignment or alienation prohibited by this Section if such loan is secured by the participant's accrued, non-forfeitable benefit under the Plan, and satisfies the applicable requirements of the Plan and the Internal Revenue Code of 1986, as amended (including Section 72, and applicable amendments thereto). *(This paragraph was inadvertently omitted in the January 2007 version and reinserted in June 2011.)*

9.4 Payment of Taxes: The Trustees may pay any taxes or assessments which, in their opinion, are proper charges against the Trust, without liability for error judgment, and the Trustees shall be entitled to exoneration and reimbursement from the Trust for any taxes or assessments levied on or payable by them with respect to the Trust or any asset thereof or income therefrom. Any such taxes shall be apportioned or allocated to the accounts of the various Employers as the Trustees shall determine to be legal and equitable.

9.5 Benefit Payments: In order to provide a more efficient procedure for the payment of benefits, the Trustees may adopt other suitable means to issue such benefit payments and may authorize the Trust Administrator to issue the same, under such rules and regulations as the Trustees may adopt; provided, however, that any such adoption and authorization shall in no way reduce the liability of the Trustees or relieve them of any responsibility regarding the protection of Trust assets.

## ARTICLE X

### Investment of Trust Assets

10.1 Authorization of Trustees: The Trustees are authorized to invest and reinvest the Trust assets in such bonds, notes, debentures, mortgages, investment trust certificates, preferred or common stocks, interest in realties, leaseholds, fee titles, equipment trust certificates, royalties (including overriding oil and gas royalties whether measured by production or by gross or taxable income from property), or in oil and gas leases, oil payments or any other type of oil properties, and other forms of securities and/or investments permissible under applicable law, including securities of any Employer, as the Trustees may deem advisable and the Trustees may hold any portion of the Trust assets in cash pending investment or payment of expenses or benefits without liability for interest.

10.2 Limitation of Investments: Any provisions herein contained notwithstanding, no investment shall be made which is prohibited by the law of the State of Oklahoma and prior to making any investment in any security of any Employer, the Trustees shall secure a ruling from the Internal Revenue Service that such investment will not adversely affect the status of the Trust, unless occasion for such particular ruling shall be eliminated by statute, regulation or other determination of general application.

## ARTICLE XI

### Accounting and Mechanical Operation of the Trust

11.1 Deposit of Contributions: All contributions received by the Trustees from any Employer, including the portion thereof attributable to contributions by employees, shall be immediately deposited by the Trust Administrator in such depository as shall have been designated by the Trustees and credited to the account of the contributing Employer on the books of the Trust.

11.2 Subsidiary Ledgers: The Trust Administrator shall establish and maintain a subsidiary ledger for each Employee covered by the System of every Employer and shall accurately reflect therein the total amount of contributions made by such covered Employee pursuant to the System under which he or she is covered.

#### 11.3 Investment of Funds:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trustees shall deliver all or such portion as they deem proper, of the contributions held by them and credited to the account of an Employer to the Securities Custodian(s) for investment immediately upon determination by the Securities Custodian(s) of the value per unit of participation in accordance with Article IV hereof, as of the valuation date next following receipt of such contributions by the Trustees. The Securities Custodian(s) immediately upon receipt of such funds, shall proceed to invest the same pursuant to the directions of the Trustees, and shall allocate to each Employer, the appropriate number of units of participation determined by dividing the total amount of such funds delivered to it and credited to the account of such Employer by the value per unit of participation on such valuation date. Provided, however, if any contribution of an Employer is received by the Trustees subsequent to any valuation date but prior to the determination of the value per unit of participation as of such valuation date, the Trustees shall deliver all or such portion as they deem proper of such contribution to the Securities Custodian(s) for investment, immediately upon the determination by the Securities Custodian(s) of such value per unit of participation and the Securities Custodian(s) shall proceed to invest the same as above set out and shall allocate to the account of each such Employer an appropriate number of units of participation determined as above required but based upon the value per unit of participation as of such immediately past valuation date. In each event the Securities Custodian(s), immediately upon allocation of units of participation to the accounts of individual Employers, shall notify the Trust Administrator of such allocation and the Trust Administrator shall make appropriate entries in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall only apply solely to defined contribution Systems. The Trustees shall deliver all or such portion as they deem proper, of the net contributions held by them and credited to a defined contribution System Employer to the Securities Custodian(s) for investment. Such amounts shall be appropriately allocated to each investment option based on Employee elections. The investment of such funds shall be made as soon as reasonably practicable.



#### 11.4 Liquidating Payments:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trust Administrator shall notify the Securities Custodian(s) of the amount of any funds required by the Trustees for the purpose of making any benefit payments due under the System of any Employer. Immediately upon determination by the Securities Custodian(s) of the value per unit of participation, in accordance with Article IV hereof, as of the valuation date next following the receipt of such notice the Securities Custodian(s) shall liquidate for cash a number of the units of participation credited to the account of such Employer sufficient to produce the required funds and shall appropriately reflect such liquidation in its records. The funds so made available shall be delivered to the Trust Administrator for deposit and credit to the account of the appropriate Employer. The Securities Custodian(s) shall also furnish the Trust Administrator the information necessary to reflect such liquidation in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution Systems. The Recordkeeper(s) shall notify the Securities Custodian(s) of the amounts of each investment option required for the purpose of investing Employee contributions, trades or transfers and making benefit payments (including withdrawals, loans and transfers) to Employees. The Securities Custodian(s) shall sell a sufficient amount of each investment option to meet the payment obligations and deliver the funds to the Trust Administrator.

11.5 Records of Securities Custodian(s): In addition to any other records required of it, the Securities Custodian(s) shall at all times maintain accurate records of its receipts and disbursements and of the income, expenses, gains and losses earned or incurred by it in all transactions with relation to the Trust or any assets or investments thereof.

## ARTICLE XII

### Rights of Trustees

12.1 Enumeration of Rights: Subject only to other pertinent provisions of this Trust, and in addition to other enumerated rights, powers and privileges, the Trustees are further authorized and empowered:

To hold, manage, improve, repair and control all property, real or personal, at any time forming part of the Trust assets; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time in such manner, for such consideration and upon such terms and conditions as the Trustees shall determine; to vote any corporate stock either in person or by proxy, with or without power of substitution for any purpose;

To cause any property of the Trust to be issued, held or registered in the individual names of the Trustees, or in the name of a nominee, or in such form that title will pass by delivery, provided the records of the Trustees shall indicate the trust ownership of such property;

To exercise any conversion privilege or subscription right given to the Trustees as the owner of any security forming part of the Trust assets; to consent to, take any action in connection with, and receive and retain any securities resulting from reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization, the securities of which may be an asset of the Trust;

To employ such agents and counsel as may be reasonably necessary in managing and protecting the Trust and to pay them reasonable compensation from the Trust Assets; to settle, compromise, or abandon all claims and demands in favor of or against the Trust; to charge any premium on bonds purchased above par value to the principal of the Trust without amortization from the income of the Trust, regardless of any law relating thereto;

To exercise all the further rights, powers, options and privileges granted to, provided for, or vested in Trustees generally under the laws of the State of Oklahoma as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustees herein shall not be construed as in limitation of any authority conferred by law but shall be construed as in addition thereto; and

In addition to the enumerated powers herein, to do all other acts in their judgment necessary or desirable for the proper administration of the Trust.

12.2 Protection by Written Directions: The Trustees shall be fully protected in taking any action indicated by this instrument to be within the scope of the authority of any member of the Retirement Committee under the System of an Employer in accordance with any written instrument purporting to be signed by such person or persons authorized to sign for the Retirement Committee, which the Trustees, in good faith, believe to be genuine.

12.3 Advice of Counsel: The Trustees may consult with counsel in respect to any of their duties or obligations hereunder and shall be fully protected in acting or refraining from acting in accordance with the advice of such counsel.

12.4 Indemnification of Trustee: The Trustees shall incur no personal liability (except for their own gross negligence) for any act done or omitted to be done in good faith in the administration of the Trust, and the Trustees shall be indemnified and saved harmless by the Employers, or from the Trust, or both, from and against any and all liability to which the Trustees may be subjected by reason of any such act or conduct, including all expenses reasonably incurred in their defense.

## ARTICLE XIII

### Accounts of the Trustee

13.1 Inspection or Audit: The Trustees shall maintain accurate and detailed records and accounts of all transactions hereunder, which shall be available at all reasonable times for inspection or audit by each Authorized Agent or Retirement Committee as to its Employer's Trust share, or by any other person designated by the governing body of a participating Employer.

13.2 Reports to Auditors: The Trustees at the direction of any Employer shall submit to the auditors for such Employer, such valuations, reports, or other information as they may reasonably require.

13.3 Annual Audit: The Trustees shall cause an audit to be made of the Trust and Trust Operating Fund as of the end of each fiscal year thereof and as of such other date as the Trustees shall determine.

13.4 Written Accounts: Following the close of each fiscal year of the Trust, the Trustees shall file with each Employer a written account setting forth all transactions effected by them subsequent to the end of the period covered by the last previous annual account pertaining to the System of such Employer and listing the assets of the Trust relating to the System of such Employer at the close of the period covered by such account, at fair market value.

The fiscal year and annual accounting period of the Trust shall be the twelve-month period beginning July 1 and ending June 30 of the following year during the existence of the Trust. Such fiscal year accounting period shall not be changed except after approval by the Internal Revenue Service of the Trustees' application therefor.

13.5 Approval of Accounts: Upon the receipt by the Trustees of written approval of any such account, or upon the expiration of ninety days after delivery of any such account to the Authorized Agent of an Employer, such accounts (as originally stated if no objection has been theretofore filed by such Employer, or as theretofore adjusted pursuant to agreement between such Employer and the Trustees) insofar as it relates to the System of such Employer, shall be deemed to be approved by such Employer except as to matter, if any, covered by written objections theretofore delivered to the Trustees by such Employer regarding which the Trustees have not given an explanation, or made adjustments, satisfactory to such Employer, and the Trustees shall be released and discharged as to all items, matters and things set forth in such account which are not covered by such written objections as if such account had been settled and allowed by a decree of a court having jurisdiction regarding such account and of the Trustees, such Employer, its Retirement Committee and all persons having or claiming to have any interest in the Trust assets. The Trustees, nevertheless, shall have the right to have their accounts settled by judicial proceedings if they so elect, in which event the Employers or any of them, or their Retirement Committees and the Trustees shall be the only necessary parties.

13.6 Inquiry by Directors of the Oklahoma Municipal League: For the purpose of advising or making recommendations to participating Employers, the Board of Directors of the Oklahoma Municipal League may inquire into the accounts and activities of the Trustees at any

reasonable time and may conduct such audits or investigations as it shall deem advisable.

## ARTICLE XIV

### **Resignation, Removal and Succession of Trustees**

14.1 Removal by Withdrawing Employer: Any Employer, by resolution of its governing body, may remove the Trustees as the Trustees for its System, at any time and create or designate a separate trust and appoint a Successor Trustee or Trustees for its System. Such removal or appointment shall become effective when copies of said resolution certified by the appropriate officer of such Employer and an acceptance of the Trust signed by the Successor Trustee or Trustees so appointed is delivered to the Trustees. Upon such change being made, the Trustees shall, as soon after the valuation date next following receipt of such certified resolution and acceptance as is practical, deliver to the Successor Trustee or Trustees so appointed, an amount of cash equal to the ratable portion of the Trust assets allocated to the account of such Employer as of such valuation date together with a certified statement of all facts reasonably necessary to enable the Successor Trustee or Trustees to accept, hold, manage and distribute such trust assets. Thereupon the Trustees shall be fully discharged of all duties and liabilities in regard to such Employer and any employees thereof.

14.2 Resignation by Trustee: Any Trustee may resign as Trustee of this Trust by delivering to the other Trustees of this Trust a written resignation to take effect sixty days after the delivery thereof unless prior thereto the remaining Trustees shall have appointed a Successor Trustee as hereinbefore provided.

14.3 Applicability to Successor Trustees: All of the provisions set forth herein with respect to the Trustees shall relate to each Successor Trustee with the same force and effect as if such Successor Trustee originally had been named herein as Trustee.

14.4 Liability of Successor Trustees: No Successor Trustee shall be liable for the acts or omissions of any prior Trustee or be obliged to examine the accounts, records or acts of any prior Trustee or Trustees.

14.5 Removal by Majority of Employers: Any one or all of the serving hereunder at any time may be removed as such Trustee or Trustees by resolution or ordinance of the governing bodies of a majority of the participating Employers. In the event less than all of the Trustees of this Trust shall be so removed, the other provisions hereof shall govern the appointment or election of successors for those so removed.

14.6 Resignation or Removal of All Trustees: If all the Trustees shall at the same time be removed by such action or resign with no Successor Trustees having been properly elected to take office as of the effective date of such removal or resignation, the Directors of the Oklahoma Municipal League shall serve as temporary Trustees of this Trust until Successor Trustees have been elected and qualified under the provisions hereof.

## ARTICLE XV

### Termination

15.1 Termination of System by Participating Employer: The Trust created by this Indenture is intended to be permanent unless otherwise prohibited by law, and, in such event, it shall last only so long as one day short of the maximum time permitted by the statutes and laws of the State of Oklahoma. The Trust may, however, be terminated at any time by any Employer insofar as it relates to such Employer, in accordance with and as provided in its System pursuant to resolution of the governing body of such terminating Employer, by giving notice in writing to the Trustees, which notice shall recite the date upon which the termination shall be effective. After receipt of such notice the Trustees shall continue to hold, invest, administer, liquidate and distribute the portion of the Trust assets attributable to the System of each such terminating Employer pursuant to the provisions of its System and this Trust. The Trust shall terminate as to any Employer only when no assets of the Trust attributable to the System of the terminating Employer remain in the possession of the Trustee.

15.2 Distributions to Employer: In no event shall any assets be returned to any Employer except such, if any, which remain as the result of erroneous actuarial computation after the satisfaction of all fixed and contingent liabilities to persons entitled to benefits from the Trust.

15.3 Termination on Loss of Exemption: Notwithstanding any other provision herein contained, if at any time the System of any Employer has ceased to be entitled to tax exemption under the Internal Revenue Code, then such Employer shall automatically cease to be a participant in this Trust and the allocable portion of the Trust assets attributable to such Employer shall be segregated and distributed to the Treasurer of such Employer, for the use and benefit of its covered employees or their beneficiaries.

15.4 Loss of Membership in Oklahoma Municipal League: Any Employer eligible for membership in the Oklahoma Municipal League must be and shall remain a member in good standing of the Oklahoma Municipal League before being approved for participation in the Oklahoma Municipal Retirement Fund.

## ARTICLE XVI

### Amendments

16.1 Right to Amend: The Employers, only, shall have the right at any time or times to amend this Trust Indenture in whole or in part. Any amendment shall be approved by resolution or ordinance by the governing bodies of at least two-thirds of the Employers participating herein at the time of such amendment.

16.2 Copies of Amendments: A certified copy of each amendment to this Trust Indenture shall be delivered to each Employer by the Trustees.

16.3 Limitation on Right to Amend: No amendment shall be made to this Trust Indenture pursuant to the foregoing provisions which shall:

Make it possible, at any time prior to the satisfaction of all liabilities under the System of any Employer with respect to its employees and their beneficiaries, for any part of the Trusts assets to be used for, or diverted to, purposes other than for the exclusive benefit of employees of such Employer or their beneficiaries; or

Increase the duties or liabilities of the Trustees without their written consent; or

Be made effective retroactively to a date prior to the beginning of the fiscal year of the Trust in which it is adopted except amendments which are necessary to maintain without interruption, the qualification of the Trust or the System of any Employer for tax exemption under the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder.



## ARTICLE XVII

### **Controlling Law and Legal Actions**

17.1 Controlling Law: This instrument shall be construed and enforced, and the Trust shall have a situs in and shall be administered according to the laws of the State of Oklahoma.

17.2 Severability of Provisions: If any of the provisions of this Indenture shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Trust Indenture, but shall be fully severable and the Trust Indenture shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

17.3 Legal Actions: The participating Employers shall have the authority either jointly or severally, but shall be under no duty to enforce this Indenture on behalf of any and all persons, having or claiming any interest in the Trust assets. In any action or proceeding affecting the Trust or the administration thereof, or for instructions to the Trustees, the participating Employers and the Trustees shall be the only necessary parties, and no Employees or former Employees of any participating Employer or their beneficiaries, or any other person having or claiming to have an interest in the Trust assets shall be entitled to any notice or process, and any judgment that may be entered in such action or proceeding shall be binding on all persons having or claiming to have any interest in the Trust assets.

## ARTICLE XVIII

### **Adoption by Other Incorporated Cities and Towns**

18.1 **Authorization and Procedure:** Any Employer as defined herein in the State of Oklahoma with employees now in existence, or hereafter formed which is not already an Employer under this Trust, may, with the consent and approval of the Trustees, by formal resolution or ordinance of its governing body adopt by reference the Trust hereby created, and as amended from time to time, and establish a System of which it is a part for all or any classification of persons in its employment. Such adoption shall be effectuated by and evidenced by a duly certified formal resolution or ordinance by the adopting Employer. It shall not be necessary for the adopting Employer to sign or execute the original or then amended Trust document. The effective date of the Trust for any such adopting Employer shall be that stated in the resolution or ordinance of adoption, which shall be the first day of its first System year, and from and after such effective date such adopting Employer shall assume all the obligations of an Employer hereunder and under its System, and shall be included within the meaning of the word "Employer" as defined herein. However, participation in the Trust by an adopting Employer shall be subject to such acceptance of the Trustees and shall be contingent upon a determination by the Internal Revenue Service that the participation by such Employer in the Trust constitutes a qualified plan and trust under Section 401(a) of the Internal Revenue Code of 1954, and upon such adopting Employer having entered into a written contract for the pooling of its pension and retirement funds for purposes of management and investment with those of other entities which are Employers hereunder. The administrative powers and control of the Trustees, as provided in the System and Trust, shall not be diminished by reason of the participation of any such adopting Employer in the Trust. Any Employer may withdraw from the Trust at any time without affecting other Employers not withdrawing by complying with the provisions of the Trust relating to termination of the Trust and Successor Trustees.

18.2 **Asset Management:** Nothing in this Trust Indenture shall be construed as prohibiting an Employer from entering into this Trust for the purposes of pooling its pension and retirement funds for purposes of management and investment of those funds with other employers participating in the trust, with such Employer reserving the right to adopt and administer its own separate retirement plan. The acceptance of such funds for management and investment only shall be subject to the acceptance by the Trustees and shall be contingent upon a determination that the participation of the Employer in the Trust does not affect the tax exempt status of the Trust as part of a qualified plan under Sections 401 and 501 of the Internal Revenue Code. The Trustees of this Trust shall determine and charge a fee to the Employer for the management and investment of its pooled funds.

## ARTICLE XIX

### Miscellaneous

19.1 Application of Funds: No person dealing with the Trustees shall be required or entitled to see the application of any money paid or property delivered to the Trustees, or to determine whether or not the Trustees are acting pursuant to authorities granted to them hereunder or to authorizations or directions herein required. The certificate of the Trustees that they are acting in accordance with this Indenture shall protect any person relying thereon.

19.2 Tax Status of Trust: The Trust is hereby designated as constituting a part of a plan intended to qualify and to be tax exempt under Section 401(a) and Section 501(a) respectively, of the Internal Revenue Code of 1954, as amended from time to time. Until advised otherwise, the Trustees may conclusively assume that this Trust is qualified under Section 501(a) of the Internal Revenue Code as amended from time to time, and that this Trust is exempt from federal income taxes.

19.3 Limitation of Interest: Neither the creation of this Trust nor anything contained in this Indenture shall be construed as giving any person entitled to benefits hereunder or other employee of any Employer any equity or other interest in the assets, business or affairs of any Employer.

19.4 Exclusive Benefit of Employees: It shall be impossible by operation of this Trust, by natural termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement, or by any other means, prior to the satisfaction of any and all liability under the System with respect to Employees, retired Employees, or beneficiaries of deceased Employees, for any part of the Trust assets and the income therefrom to be used for or diverted to purposes other than for the exclusive benefit of such Employees, retired Employees, and such of their beneficiaries as may be entitled to benefits under the System of an Employer. Provided, however, termination of its System, an Employer shall receive such amount, if any, as may remain after the satisfaction of all liabilities under its System to its Employees and arising out of any variations between actual requirements and expected actuarial requirements. The Trustees shall, however, be under no obligation to see to the enforcement of this paragraph.

19.5 Separate Accounting for Contributions and Benefits: The Trustees shall be under obligation to record separately the contributions from each Employer made with respect to its System and the benefits paid under the System to its Employees upon instructions of its Retirement Committee.

19.6 Provisions Apply Separately: All provisions of this Indenture shall apply separately to each of the Employers.

19.7 Consolidation or Merger: Upon the liquidation, bankruptcy, insolvency, consolidation, or merger of an Employer to or with another governmental unit in which the Employer is not the surviving unit, the System of such Employer and the Trust as related to it will terminate and the Trust assets allocated to it will be held or distributed as herein provided, unless the successor to such Employer assumes the duties and responsibilities of such Employer

by adopting its System, or, by the establishment of a separate plan or System to which its pro rata share of the Trust assets shall be transferred and delivered as in the case of the removal of the Trustees by a withdrawing Employer.

19.8 Discretion of Trustees: The discretion or judgment of the Trustees, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be binding upon all persons.

19.9 Fractions of a Cent: Any fraction of a cent per unit of participation resulting from any computation hereunder may be disregarded or adjusted in such reasonable manner as the Trustees may determine.



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>03/24/2015</u>	Item Number:	<u>3</u>
Department:	<u>Fire Department</u>	Account Code:	<u></u>
Prepared By:	<u>Brett Brewer</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>03/17/2015</u>	Exhibits:	<u>3</u>
			<u></u>

### Subject

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


### Recommendation

Motion to approve the purchase of new replacement SCBA Air Cylinders. The cost of the cylinders not to exceed \$15,000.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

### Discussion

The fire department would like to purchase new replacement SCBA Air Cylinders. The money to be used from the city's portion of the county quarter cent excise tax for fire services.

### Approved By

Department Head	B Brewer	Initial	Date
		BB	03/17/2015
City Manager	P. Stasiak		



*"Protection of Life and Property is Our Goal"*

*Fire & Safety Co., Inc.*

## Quotation

PO Box 1214 927 South 4th Street  
Chickasha, Oklahoma 73023  
Federal ID # 73-1032744  
Phone: 405-224-2596 Fax: 405-224-2653  
Toll Free: 1-800-654-4060

To: *McAlester FD*

Quotation Date:	<u>3/10/2015</u>
Estimated Ship Date:	<u>14 Days ARO</u>
Shipped Via:	<u>Best Way</u>
F.O.B.	<u>Fire Dept</u>
Terms:	<u>Net 30</u>

Quantity	Description	Unit Price	Total
15	ISI - CYL-03 - 4500 PSI, 45 Minute Carbon SCBA Cylinders.	\$ 920.00	\$ 13,800.00
	Note: Cylinders will ship empty.	Shipping	0.00

*Richard Payne*

*Richard Payne--Sales Manager*

***This quotation is valid for 30 days. Thereafter it is subject to change without notice.  
Thank you for your continued support of Oklahoma owned and operated businesses and the  
Oklahoma economy.***



# Estimate

Date	Estimate #
3/11/2015	1412

Panhandle Breathing Air Systems, Inc.

19101 W. 19th St. / PO Box 324  
 Bushland, Texas 79012 806-  
 359-0455

Name / Address
McAlester Fire Dept 607 Village McAlester, OK. 74501

Item	Description	Qty	Price	Total
124003	4500 psi carbon 45 minute cylinder, filled with NFPA 1989-2013 approved breathing air and delivered to McAlester Fire Department	15	1,025.00	15,375.00
freight	shippings/handling/insurance charges to get from Avon/ISI to PBAS, Inc and deliver	1	620.00	

**Subtotal** 15,995.00

**Sales Tax (0.0%)** \$0.00

**Total** 15,995.00

PITTSBURG COUNTY CLERK  
HOPE TRAMMELL

3/11/2015  
11:31:59AM

## Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY

Fiscal Year 2014-2015

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/7/2014	CARRYOVER BALANCE			\$4272.55	CARRYOVER FROM 2013-2014			4,272.55	0.00	4,272.55
	10/15/2014	STANDARD MACHINE & WEL	003155	\$1,340.00					4,272.55	1,340.00	2,932.55
	10/20/2014	TRANSFER			\$25000.00	TRANSFER FROM FD-MCAL-2			29,272.55	1,340.00	27,932.55
	10/22/2014	CLEAN SOURCE SERVICE CO	003323	\$14,036.53					29,272.55	15,376.53	13,896.02
	11/7/2014	CASCO INDUSTRIES	003829	\$6,006.50					29,272.55	21,383.03	7,889.52
	11/10/2014	STANDARD MACHINE & WEL	003155			\$1,340.00	12/5/2014	000509	27,932.55	20,043.03	7,889.52
	11/17/2014	CARRYOVER BALANCE			\$1840.00	CARRYOVER FROM 2013-2014			29,772.55	20,043.03	9,729.52
	12/15/2014	CLEAN SOURCE SERVICE CO	003323			\$14,036.53	12/23/2014	000646	15,736.02	6,006.50	9,729.52
	1/20/2015	CASCO INDUSTRIES	003829			\$6,006.50	1/28/2015	000812	9,729.52	0.00	9,729.52
	1/20/2015	<b>Range Totals:</b>		<b>\$21,383.03</b>	<b>\$0.00</b>	<b>\$21,383.03</b>					

Year Total:

\$21,383.03

\$0.00

\$21,383.03

\$9,729.52

\$0.00

\$9,729.52

\* Paid column reflects the date on which the warrant was cancelled or void.



PITTSBURG COUNTY CLERK  
HOPE TRAMMELL

3/11/2015  
11:31:59AM

## Appropriation Ledger

Account FD-MCAL-2: MCALESTER FIRE DEPT M&O

Fiscal Year 2014-2015

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/7/2014	CARRYOVER BALANCE			\$60450.94	CARRYOVER FROM 2013-2014			60,450.94	0.00	60,450.94
	8/4/2014	MONTHLY APPROPRIATION			\$4466.55	JULY 2014			64,917.49	0.00	64,917.49
	9/2/2014	MONTHLY APPROPRIATION			\$4295.17	AUGUST 2014			69,212.66	0.00	69,212.66
	9/29/2014	CARRYOVER BALANCE			\$1921.04	CARRYOVER FROM 2013-2014			71,133.70	0.00	71,133.70
	10/6/2014	MONTHLY APPROPRIATION			\$4442.00	SEPTEMBER 2014			75,575.70	0.00	75,575.70
	10/20/2014	TRANSFER			\$-25000.00	TRANSFER TO FD-MCAL-3			50,575.70	0.00	50,575.70
	11/3/2014	MONTHLY APPROPRIATION			\$4471.53	OCTOBER 2014			55,047.23	0.00	55,047.23
	11/7/2014	CITY OF YUKON	003830	\$600.00					55,047.23	600.00	54,447.23
	12/1/2014	MONTHLY APPROPRIATION			\$4279.25	NOVEMBER 2014			59,326.48	600.00	58,726.48
	12/1/2014	CITY OF YUKON	003830		\$-150.00				59,326.48	450.00	58,876.48
	12/1/2014	CITY OF YUKON	003830			\$450.00	12/12/2014	000566	58,876.48	0.00	58,876.48
	1/5/2015	MONTHLY APPROPRIATION			\$4588.20	DECEMBER 2014			63,464.68	0.00	63,464.68
	2/2/2015	MONTHLY APPROPRIATION			\$4935.53	JANUARY 2015			68,400.21	0.00	68,400.21
	3/2/2015	MONTHLY APPROPRIATION			\$4782.07	FEBRUARY 2015			73,182.28	0.00	73,182.28
	3/2/2015	<b>Range Totals:</b>		<b>\$600.00</b>	<b>\$-150.00</b>	<b>\$450.00</b>					

Year Total:

\$600.00

\$-150.00

\$450.00

\$73,182.28

\$0.00

\$73,182.28

\* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

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# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>March 24, 2015</u>	Item Number:	<u>4</u>
Department:	<u>Fire Dept.</u>	Account Code:	<u></u>
Prepared By:	<u>Brett Brewer, Fire Chief</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>March 17, 2015</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, authorizing the Mayor to sign the Proposed Award from the Oklahoma Office of Homeland for 2 replacement laptop computers for the Regional Response Haz-mat Unit.


### Recommendation

Motion to approve acceptance of proposed award.

### Discussion

The laptops currently in the Haz-mat unit have become outdated and obsolete. The Oklahoma Office of Homeland Security has authorized the replacement of these computers. Administration recommends the acceptance of the proposed award from the Oklahoma Office of Homeland Security for 2 replacement laptops.

### Approved By


		<i>Initial</i>	<i>Date</i>
Department Head	B. Brewer	BB	03/17/2015
City Manager	P. Stasiak		



Oklahoma Office of  
**Homeland Security**  
*Prevent, Protect, Prepare*

P.O. Box 11415  
Oklahoma City, OK 73136  
(405) 425-7296 Office (405) 425-7295 Fax  
[www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)

### SUB-GRANTEE AWARD

<b>Sub-grantee – Required for Reimbursement</b>		<b>Original Award Amount</b>	
<b>FEI#</b>	<b>DUNS #</b>	<b>\$4,084.00</b>	
<b>City of McAlester</b> <b>Pete Stasiak, City Manager</b> <b>28 E. Washington Ave.</b> <b>McAlester, OK 74501</b>		<b>Award Number</b> #560.043	
		<b>Award Effective Date</b> 9/11/2013	
		<b>Project Period</b> 9/1/2013 – 6/30/2015	
<b>Project Title/IJ</b> Homeland Security Grant Program Regional Response Sustainment - Laptops/IJ #6 <i>Applicable Funds</i>		<b>CFDA</b> 97.073 (OKOHS # 97.073 - 5900)	
<b>Homeland Security Grant Program</b> FY 2013 (SHSP - Local)		<b>Region</b> 5	<b>County</b> Pittsburg
<b>Method of Payment:</b> This is a Reimbursement Grant.		<b>Is Sub-Grantee NIMS Compliant? (Please Check One)</b> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>Agency/Jurisdiction Chief Executive Officer Information-Primary</b> <b>Authorized Official</b> City or County Official (Mayor, City Manager, County Commissioner)		<b>Project Contact/ Secondary Authorized Official</b> (If Applicable)	
<b>Title of Primary Authorized Official</b> City Manager		<b>Title of Secondary Authorized Official</b> Fire Chief	
<b>Name</b> Pete Stasiak		<b>Name</b> Brett Brewer	
<b>Telephone</b> 918-423-9300	<b>Fax</b> 918-421-4970	<b>Telephone</b> 918-241-4950	<b>Fax</b>
<b>Email</b> <a href="mailto:peter.stasiak@cityofmcalester.com">peter.stasiak@cityofmcalester.com</a>		<b>Email</b> <a href="mailto:Brett.brewer@cityofmcalester.com">Brett.brewer@cityofmcalester.com</a>	
<b>Signature of Primary Authorized Official: (Required)</b> <b>Date</b>		<b>Signature of Secondary Authorized Official: (Required)</b> <b>Date</b>	
<b>The Primary Authorized Official certifies:</b> <ul style="list-style-type: none"><li>• Legal authorization to accept grants on behalf of the named governmental entity.</li><li>• Proposed project can be completed by June 30, 2015</li><li>• Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto.</li><li>• All submitted data is true and correct to the best of signatory's knowledge.</li></ul>			
<b>Special Conditions</b>			
<b>OKOHS Approving Official</b>  <b>Kim Edd Carter</b> <b>Director</b>		<b>OKOHS Contact Information</b> Oklahoma Office of Homeland Security P.O. Box 11415 Oklahoma City, OK 73136-0415	
<b>Signature of OKOHS Approving Official</b> 		<b>Telephone</b> (405) 425-7296	<b>Fax</b> (405) 425-7295



**STATE OF OKLAHOMA  
OFFICE OF HOMELAND SECURITY**

TO: City of McAlester  
Pete Stasiak, City Manager  
FROM: Kim Edd Carter, Director *KEC*  
DATE: February 18, 2015  
RE: Oklahoma Office of Homeland Security 2013 Homeland Security Grant Program;  
Regional Response Sustainment - Laptops; # 560.043

Your agency has been selected to receive \$4,084.00, (the Proposed Award), pursuant to the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2013 Homeland Security Grant Program (the 2013 Program). Among other initiatives, the 2013 Program provides this funding to replace the laptops in the Intermediate CBRNE Unit.

In order to facilitate the expeditious acquisition of the replacement laptops (the Equipment), the City of McAlester hereby assigns the \$4,084.00 to the State of Oklahoma, specifically the Oklahoma Department of Public Safety (DPS) and OKOHS, to purchase the Equipment, which will be delivered and titled directly to the City of McAlester. We agree to accept title to the Equipment and acknowledge that use of the Equipment is subject to the terms and conditions of the 2013 Program, including but not limited to the requirement to maintain an accurate inventory of the Equipment.

The 2013 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2013 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2013 Program is a reimbursement grant.

The process requires the following actions (Note 2-5 apply to DPS/OKOHS):

- (1) Acceptance of the terms and conditions of the 2013 Program including but not limited to those noted on the attached *Schedule "I"*;
- (2) Submission of a Budget Detail Worksheet (BDW) to OKOHS with a list of estimated costs of specific allowable items;
- (3) Receipt of an approval letter from OKOHS with a schedule of approved items. You must have this **OKOHS APPROVAL LETTER IN HAND PRIOR TO EXPENDING FUNDS**;
- (4) After your receipt of the OKOHS Approval Letter, you may purchase approved items in an amount not to exceed the amount of the Proposed Award; and
- (5) Upon receipt of the purchased items, you may submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at [www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)).

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2013 Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each document listed on Schedule "I" (each of which is included with this award packet) to OKOHS **ON OR BEFORE March 4, 2015** Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Should you have questions or need additional assistance contact Robbie Foster at 405-425-7510 or by e-mail at [robbie.foster@okohts.ok.gov](mailto:robbie.foster@okohts.ok.gov) or Christina Daron at 405-425-7591 or by email at [christina.daron@okohts.ok.gov](mailto:christina.daron@okohts.ok.gov).

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_ 2015:

Government/Agency Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Award ID#	Region	Subgrantee	Agency	IJ#	Project Description	Program	State / Local	ITEM (Approval Requested)	Est. Unit Cost	Qty	Total	February 2015 Approvals	Revised Award Amount	Total Approved To Date	Checks Written	Current Available
560.043	5	McAllister, City of	Fire Dept.	6	RRS Sustainment - Replacement Laptops	SHSP	Local	Replacement Laptops - Panasonic Laptop, Microsoft Office 2013 Professional Plus.	\$ 2,042.00	2.00	\$ 4,084.00	\$4,084.00	\$ 4,084.00	\$ 4,084.00	\$ -	\$ 4,084.00

KEC  
2-18-15



Oklahoma Office of  
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[www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)

## **SIGNATURE AUTHORIZATION**

Required to sign all OKOHS subgrant documents

### **PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION**

PRINT Name		
Title		
Agency		
Mailing Address		State
		Zip
Phone #	Fax #	Email
Primary Contact Signature		Date

### **OPTIONAL Secondary Contact**

Authorized to sign subgrant documents? ☐ Yes ☐ No  
(If "yes," please sign below)

PRINT Name	Title / Agency
Email	Phone #
Secondary Contact Signature	Date

### **AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION**

City or County Official (Mayor, City Manager, County Commissioner)

*I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.*

PRINT Chief Executive Officer Name	OKOHS Award #	
Title	Phone #	
Jurisdiction (City, County, etc.)	Email	
Mailing Address	State	Zip
Chief Executive Officer Signature	Date	

*Form Revised as of: September 10, 2007*

*If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.*



Oklahoma Office of  
**Homeland Security**

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(405) 425-7296 Office (405) 425-7295 Fax  
[www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)

## QUARTERLY STATUS REPORT

OKOHS Award

# \_\_\_\_\_

Dollar Amount of this Award

\$ \_\_\_\_\_ (A)

Total Dollar Amount of this Award spent  
or encumbered (binding contract to  
purchase in effect) as of the end of the  
current quarter :

\$ \_\_\_\_\_

Dollar Amount you have Requested from  
OKOHS as of end of current quarter:

\$ \_\_\_\_\_ (B)

Dollar Amount Not yet requested as of  
end of current quarter:

\$ \_\_\_\_\_ (A-B)

Dollar Amount Being Released to  
OKOHS

\$ \_\_\_\_\_

### INSTRUCTIONS:

- Fax, mail or email this completed form to OKOHS within 15 days of the end of each calendar **quarter**.
- Submit separate quarterly status reports for **each** OKOHS award.
- Submit a "**Final Report**" and "**Inventory**" after your entire award has been reimbursed by OKOHS.
- If more space is needed, please attach additional pages.
- **ONLY FILL OUT THE AUTHORIZED OFFICIAL/PRIMARY CONTACT INFORMATION IF THIS HAS CHANGED SINCE THE LAST QUARTERLY STATUS REPORT.**

Entity Name:

Complete Address (only if changed from last report)

Final Report YES \_\_\_ NO \_\_\_

Quarter Ended:

Grant Purpose (i.e. equipment, response trailer, critical infrastructure)

Inventory sent with Final Report YES \_\_\_ NO \_\_\_

➤ Describe grant activity during the past quarter:

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➤ Describe grant progress from receipt of this award through the end of the current quarter (for example, if your funds will be used to harden critical infrastructure sites, how many sites will be hardened, how many have been hardened and what percentage of each project is complete as of the end of the current quarter):

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➤ List any issues that currently prevent the expenditure of any portion of this OKOHS grant award:

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➤ Have any items purchased with this OKOHS grant award been lost, destroyed or otherwise disposed of? Yes \_\_\_ No \_\_\_  
If yes, please explain below and attach a completed Equipment Disposition Form (available on the OKOHS website):

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➤ Other comments, if any:

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Oklahoma Office of  
**Homeland Security**  
*Prevent, Protect, Prepare*

P.O. Box 11415  
Oklahoma City, OK 73136  
(405) 425-7296 Office (405) 425-7295 Fax  
[www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)

## QUARTERLY STATUS REPORT

### Training and Exercises:

- Has there been a change in the jurisdiction's NIMS Point of Contact? YES ☐ NO ☐
- If Yes: Have you notified OKOHS of any change including contact information? YES ☐ NO ☐
- Have appropriate NIMS courses been integrated into your jurisdiction's responder training requirements (IS 700, ICS 100, ICS 200, ICS 300, ICS 400)? YES ☐ NO ☐
- Have you conducted a multi-jurisdictional, multi-agency exercise in the past quarter? YES ☐ NO ☐  
Date: \_\_\_\_\_ Description: \_\_\_\_\_
- Does your jurisdiction keep records for all required responder NIMS training and exercises? YES ☐ NO ☐
- If Yes: Does the NIMS POC have access to these records? YES ☐ NO ☐
- Describe any Training/or Exercise assistance needed for your jurisdiction:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quarterly Status Report signed by:

Type/Print Signor Name & Title:

Date:

### Signor Certifies:

- Legal authorization to submit quarterly status reports on behalf of the named government entity.
- Compliance with all laws, regulations, statutes, assurances, certifications and other requirements contained in the sub-grant application and guidance documents.
- All submitted data is true and correct to the best of signatory's knowledge.

**Authorizing Official (ie. the Mayor/City Manager/County Commissioner)**

Name/Title:

Telephone:

Fax:

Email:

**Primary Contact (Authorized Official(s))**

Name/Title:

Telephone:

Fax:

Email:

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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Authorized Official

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Date



Oklahoma Office of  
**Homeland Security**  
*Prevent, Protect, Prepare*

**GRANT PROGRAM**  
**Sub-grant Award Terms and Conditions**

**Instructions:**

The Authorized Official must sign the following required documents and return to our office. Please keep a copy of ALL documents for your records.

1. OKOHS Memorandum, Schedule "A". (**SIGNATURE REQUIRED**)
2. Sub-Grantee Award Document, Schedule "B". (**SIGNATURE REQUIRED**)
3. Sub-grant Terms and Conditions, Schedule "1". (**SIGNATURE REQUIRED, RETURN ONLY PAGE 10**)
4. Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements, Schedule "2". (**SIGNATURE REQUIRED**)
5. Authorization to Sign OKOHS Program Documents, Schedule "3". (**SIGNATURES REQUIRED**)
6. Quarterly Status Report, Schedule "4". (**SIGNATURE NOT REQUIRED AT THIS TIME**. This form is included for your convenience only. Report due within 15 days following each calendar quarter.)

## Homeland Security Grant Program Terms and Conditions

**Recipients of Oklahoma Office of Homeland Security (“OKOHS”)/Department of Homeland Security (“DHS”)-Federal Emergency Management Administration (“FEMA”) grant funds (“Sub-grantee(s)”) are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.**

**As a condition of receipt of this grant, the Sub-grantee understands and agrees:**

1. **Acknowledgement of Federal Funding from DHS:** All recipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
2. **Activities Conducted Abroad:** All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
3. **Age Discrimination Act of 1975:** All recipients must comply with the requirements of the Age Discrimination Act of 1975 ([42 U.S.C. § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
4. **Allowable Costs:** The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

OKOHS requires that Costs charged to this project are subject to advance written approval by OKOHS.

OKOHS requires that only food and beverages **approved in writing** by OKOHS in advance will be permitted to be purchased with DHS/FEMA funds. As a general rule, FEMA and OKOHS discourage the use of federal funding for food and beverages. While there may be limited exceptions made to this rule that apply solely to working lunches, a strict reasonableness standard must be maintained.

OKOHS requires that use of DHS/FEMA funding to pay for speaker fees **must be approved in writing** by OKOHS in advance any time the speaker is paid in excess of \$100 per hour for services.

5. **Americans with Disabilities Act of 1990 (ADA):** All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities ([42 U.S.C. §§ 12101–12213](#)).
6. **Applicable Laws, Regulations, and Guidance Documents:** Sub-grantee should review and comply with all local, state, federal statutes, regulations, policies, guidelines and requirements including, but not limited to:
  - Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq.
  - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C 1681 et seq.
  - The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et seq.
  - The Department of Homeland Security Appropriations Act of 2007
  - Homeland Security Act of 2002
  - 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement), <http://www.gpoaccess.gov/cfr/index.html>
  - 6 CFR Part 9, New Restrictions of Lobbying, <http://www.gpoaccess.gov/cfr/index.html>
  - 28 CFR Part 83, Government-wide Requirements for Drug-free Workplace (Grants), <http://www.gpoaccess.gov/cfr/index.html>
  - DHS/FEMA Financial Guide at [http://www.dhs.gov/xlibrary/assets/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf)
  - Code of Federal Regulations, Title 48 Federal Regulations systems, Part 31, Contract Cost Principles and

Procedures – also 48 CFR parts 30 and 31

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/index.html>
- OMB Circular A-102, Grants and Cooperation Agreements with State and Local Governments, at <http://www.whitehouse.gov/omb/circulars/index.html>. Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13 <http://origin.www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf>
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, at <http://www.whitehouse.gov/omb/circulars/index.html>
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/index.html>
- OMB Circular A-21, Cost Principles for Educational Institutions, at <http://www.whitehouse.gov/omb/circulars/index.html>
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/index.html>
- OSHA and NFPA Training Requirements <http://www.osha.gov/> <http://www.nfpa.org/Codes/>
- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- In accordance with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (Public Law 110-329), grant funds must comply with the following two requirements: None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
- None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

**7. Audit Requirements:** The Sub-grantee agrees to comply with the requirements of OMB Circular A-133.

Entities that expend \$500,000 or more in Federal funds (from all sources) in a fiscal year require an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk0.htm> and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Sub-grantees are required to submit to OKOHS (within 90 days of completion) a copy of any audit report received by Sub-grantee in connection with any audit performed by or as a requirement of any regulatory body (federal, state or local) that is conducted with respect to activity taking place during the term of the OKOHS/DHS/FEMA Award. OKOHS will review the audit and determine if any findings exist which may impact the ability of the Sub-grantee to continue to receive funds pursuant to this grant or future funding opportunities.

**8. Best Practices for Collection and Use of Personally Identifiable Information (PII):** All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

**9. Civil Rights Act of 1968:** All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 CFR Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 CFR § 100.201](#)).

**10. Community Emergency Response Team (CERT) Training:** That any CERT training funded with OKOHS/FEMA grant funds will be conducted by OKOHS approved trainers.



11. **Compliance Agreement:** The Sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by OKOHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
12. **Commingling of Funds:** The Sub-grantee is prohibited from commingling funds on either a program-by-program or a project-by-project basis without prior written approval of OKOHS and DHS/FEMA. The accounting systems of all Sub-grantees must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately.
13. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the Sub-grantee under this grant, which OKOHS requests to be kept confidential, shall not be made available to any individual or organization by the Sub-grantee without prior written approval of OKOHS.
14. **Conflict Of Interest:** Sub-grantees should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict of interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:
  - Using his or her official position for private gain;
  - Giving preferential treatment to any person;
  - Losing complete independence or impartiality;
  - Making an official decision outside official channels; or
  - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Sub-grantee of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.
15. **Copyright:** All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
16. **Data Universal Numbering System (DUNS) Numbers:** The Sub-grantee will obtain a Data Universal Numbering System (DUNS) Number (a nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities) for its organization and provide that number to OKOHS as a precondition of funding reimbursement under the grant. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or via the Internet at <http://fedgov.dnb.com/webform>
17. **Debarment and Suspension:** All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. **See Schedule 2**
18. **DHS Seals, Logo, and Flags:** All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo crests or reproduction of flags or likenesses of Coast Guard officials.
19. **DHS Specific Acknowledgements and Assurances:** All recipients of financial assistance must acknowledge and agree—and require any Sub-grantee, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - a) Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
  - b) Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or programs guidance.
  - c) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

- d) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- e) If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties
- f) In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

- g) That requested or relevant training records of Sub-grantees must be submitted to the OKOHS Training and Exercise Coordinator.

- 20. **Drug-Free Workplace Regulations:** All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The regulations are codified at 2 CFR 3001. **See Schedule 2**
- 21. **Duplication of Benefits:** State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
- 22. **Environmental and Historic Preservation (EHP):** The Sub-grantee shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Sub-grantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA's EHP division, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, ground disturbance, and the purchase and use of sonar equipment. Sub-grantees should submit the FEMA EHP Screening Form for each project as soon as possible following receipt of their grant award. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Failure of the Sub-grantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.
- 23. **Equal Employment Opportunity:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under sub grants awarded pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The Sub-grantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Sub-grantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Sub-grantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to OKOHS
- 24. **Equipment:** Only equipment that is **approved in writing** by OKOHS will be permitted to be purchased with DHS/FEMA funds. As a general rule, equipment purchased with OKOHS funding must be allowable for the respective grant program funds to be used in accordance with DHS's "Authorized Equipment List".



When practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funding from the Oklahoma Office of Homeland Security with funds provided by the U.S. Department of Homeland Security." Please contact OKOHS when equipment is received to request appropriate labels.

Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state and local laws including, but not limited to regulations established by EPA, OSHA, and NFPA. By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with OKOHS/FEMA funding.

To be responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Sub-grantee's willful or negligent action. Property with a cost in excess of \$10,000 that is purchased using OKOHS/DHS/FEMA funding must be insured for casualty loss unless a written exception to this requirement is permitted by OKOHS. Property losses should be reported to OKOHS immediately.

To maintain a state of readiness for equipment and personnel to respond to a terrorist incident.

25. **Exercises:** Any exercise conducted with OKOHS grant funds must comply with Homeland Security Exercise and Evaluation Program (HSEEP) and Nation Incident Management System (NIMS) requirements. These requirements can be found at <http://hseep.dhs.gov>. Exercise documentation, including but not limited to: objectives, after-action reports, and participants, must be coordinated with and submitted to the OKOHS Training and Exercise Coordinator.
26. **False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of [31 U.S.C. § 3729](#) which set forth that no recipients of federal payments shall submit a false claim for payment. See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.
27. **Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
28. **Financial Guidelines:** The Sub-grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulation commonly applicable to FEMA grants are listed below:
  - A. Administrative Requirements:
    1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
    3. 44 CFR, part 10, Environmental Considerations
  - B. Cost Principles:
    1. 2 CFR Part 225, State Local and Indian Tribal Governments (OMB Circular A-87)
    2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
    3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
    4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations
  - C. Audit Requirements:
    1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations  
<http://www.whitehouse.gov/omb/circulars/index.html>
29. **Fly America Act of 1974:** All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B138942.
30. **Fusion Center:** The Sub-grantee agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

The Sub-grantee agrees that Homeland Security Information Network (HSIN) must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the Federal, State, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing HSGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center (HSOC) via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

31. **Hotel and Motel Fire Safety Act of 1990:** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974 15 U.S.C. §2225.
32. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the Sub-grantee with respect to sub-grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to OKOHS quarterly and must be put back into the project or be used to reduce the Grantor participation in the program. The use or planned use of all program income must have prior written approval from OKOHS.
33. **Interoperable Equipment:** That interoperability of equipment and establishment of multi-regional mutual aid is strongly encouraged and in some cases may be mandated by OKOHS.

**\*Interoperable Communications (IOC) equipment must comply with OKOHS state minimum standards (see [http://www.ok.gov/homeland/Interoperable\\_Communications/Minimum\\_Standards\\_for\\_Communication\\_Equipment\\_Purchases/index.html](http://www.ok.gov/homeland/Interoperable_Communications/Minimum_Standards_for_Communication_Equipment_Purchases/index.html))**

34. **Inventory:** During the term of this grant and for three years following termination of the OKOHS/DHS/FEMA grant which may be extended beyond the date set in the attached Sub-grantee Award document the Sub-grantee is responsible for proper reporting, for maintenance of an inventory tracking system and for assuring the location of all equipment purchased through this grant. A physical inventory of the property must be taken, the results reconciled with the property records at least once every two years, and submitted to OKOHS. Inventory records must be maintained which include:
  - Description of the property;
  - Serial number or other identification number;
  - Source of the property;
  - Identification of title holder;
  - Acquisition date;
  - Cost of the property;
  - Percentage of Federal participation in the cost of the property;
  - Location of the property;
  - Use and condition of the property; and
  - Disposition data, including the date of disposal and sale price.
35. **Leverage of Funding:** To leverage all available funding and resources when possible in order to support and sustain efforts and to maximize the effectiveness of the OKOHS/FEMA funding.
36. **Limited English Proficiency (Civil Rights Act of 1964, Title VI):** All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Standard Terms & Conditions:

Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76

Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

37. **Lobbying Prohibitions:** All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. **See Schedule 2**
38. **Monitoring:** The Sub-grantee agrees to comply with monitoring requirements of OKOHS including, but not limited to, a willingness to provide reasonable access to relevant records, equipment and maintenance of an up to date equipment inventory.
39. **National Incident Management System (NIMS) Implementation:** To comply with any National Incident Management Systems (NIMS) compliance requirements as set forth by OKOHS or the NIMS Integration Center including, but not limited to, ongoing NIMS compliance by the Sub-grantee jurisdiction during the term of the grant.
40. **Non-Supplanting Requirement:** Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.
41. **Obligation of Grant Funds:** That all grant funds must be obligated and expended within the project period set forth on the Sub-grantee award document (Schedule B) unless OKOHS provides a written exception or extension to the Sub-grantee. Any funds not properly obligated and expended by the Sub-grantee during the project period will lapse and revert to OKOHS for potential reallocation to other allowable uses in accordance with DHS/FEMA guidelines.
42. **Political Activity:** That it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Oklahoma Office of Homeland Security (OKOHS) and the Department of Homeland Security (DHS)/ the Federal Emergency Management Administration (FEMA).
43. **Procurement:** The recipient agrees to follow the Procurement Standards outlined in the DHS/FEMA Financial Management Guide. These standards require that Sub-grantees use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal law and standards.

That all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that will provide maximum open and free competition.

That all sole-source procurements, including contracts properly bid for which only one entity submits a qualified bid, in excess of \$100,000 must receive prior written approval of OKOHS. Written justification must be provided for sole source procurement and should include a description of the program and what service or product is being contracted, an explanation of why it is necessary to contract non-competitively, time constraints and any other pertinent information.

44. **Program Guidance:** To comply with all applicable laws, regulations and the applicable FEMA Grant's Program Guidance. All allocations and uses of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit, or where applicable the Funding Opportunity Announcement, collectively referred to as the Program Guidance. All Sub-grantees are assumed to have read, understood, and accepted the Program Guidance. The following link will provide access to the respective Grant Year's Program Guidance and Application Kits:  
<http://www.fema.gov/government/grant/index.shtm>

That the use of all funds under this grant must support the goals and objectives included in the State Homeland Security Strategy and/or the Urban Area Homeland Security Strategy. Allocations and use of grant funds must also support the Investments identified in an Investment Justification, which may have been submitted as part of OKOHS's application for federal funding.

To utilize grant funds for the furthering of the OKOHS State Strategy, the National Preparedness Guidelines and the DHS/FEMA defined National Priorities.

To comply with grant closeout procedures established by OKOHS.

45. **Project Implementation:** The Sub-grantee agrees to implement and complete this project within the project period of the grant or be subject to forfeiture of grant funds.

That this project will be administered by the local or state governmental entity having authority and responsibility for its completion and that such entity will ensure institutional, managerial and financial capability for proper planning, management and completion of approved projects.

That the projects funded with this grant should demonstrate multi-disciplinary coordination of response efforts, including but not limited to: emergency medical services, emergency management, fire service, law enforcement, hazardous materials, public works, public health, health care facilities, military, government administration, private sector, citizens and communications.

46. **Property Control/Disposition:** Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the use, maintenance, protection and preservation of such property.

Title: Subject to the obligations and conditions set forth in 44 CFR Part 13.32 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the Sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Use and Disposition: Equipment shall be used by the Sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. That all circumstances requiring disposition or change to intended use of equipment purchased with OKOHS funds should be reported on an Equipment Disposition Form (available on the OKOHS website) and filed with OKOHS within 30 days following such change or disposition. Any ownership transfer, from one jurisdiction to another of tangible or intangible items purchased with OKOHS funding requires pre-approval from OKOHS and acceptance of OKOHS standard terms and conditions by the acquiring entity. OKOHS consent will not be unreasonably withheld.

47. **Protected Critical Infrastructure Information (PCII):** That Protected Critical Infrastructure Information (PCII) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (Public Law 107-296) (CII Act), which created a new framework, that enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS encourages all State Administering Agencies (SAAs) to pursue PCII accreditation to cover their State government and attending local government agencies. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self inspection program.
48. **Publications:** That all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Federal Emergency Management Administration (FEMA) Grant Programs Directorate (GPD), U.S. Department of Homeland Security (DHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or DHS."

49. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

50. **Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

51. **Reports:** To provide the required quarterly status reports and other information and documentation that may be requested by OKOHS.

To cooperate with any assessments, national evaluation efforts, or information or data collection requests related to any activities within this project.

To provide DHS/FEMA and OKOHS reasonable assistance with assessments conducted to (a) determine the existing level of preparedness within the Sub-grantee's jurisdiction; (b) determine the homeland security related needs of the jurisdiction, and (c) measure progress in achieving state and federal preparedness goals.

52. **Retention of Records:** Any records relevant to the grant must be retained for at least three years following the termination date, which may be extended beyond the scheduled termination date, of the OKOHS/DHS/FEMA grant (OKOHS will provide the notice on the OKOHS web site under the grants section regarding the start date of this three year period). In accordance with the requirements set forth in the OMB administrative requirements circulars, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years from the date of submission of the final expenditure report. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three year period, records must be retained until completion of the action and resolution of issues or the end of the three year period, whichever is later. Retention is required for purposes of Federal examination and audit. Records may be retained in an electronic format.

53. **SAFECOM:** Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

54. **Sanctions:** If a Sub-grantee materially fails to comply with the terms and conditions of an award, OKOHS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the Sub-grantee.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the current award.
- Withhold future awards for the project or program.
- Pursue any other legal remedy that may be available.
- Require reassignment of any tangible or intangible items purchased with OKOHS grant funding to another local jurisdiction.

Prior to taking action, OKOHS will provide the Sub-grantee reasonable notice of intent to impose measures and will make efforts to resolve the problem informally.

55. **Title VI of the Civil Rights Act of 1964:** All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

56. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act):** All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19

57. **Trafficking Victims Protection Act of 2000:** All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15

58. **Unauthorized Expenditures:** Examples of **unauthorized expenditures** include but are not limited to:

- Hiring of Public Safety Personnel
- Construction and Renovation
- General use equipment including but not limited to items jurisdictions would normally be expected to have.
- Items not pre-approved by OKOHS
- Exercise related costs for non expendable equipment items (e.g., electronic messaging signs) and/or vehicle/emergency response apparatus costs (other than the cost of fuel/gasoline, which is allowable)

59. **USA Patriot Act of 2001:** All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

60. **Utilization of Minority Businesses:** Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

61. **Written Approval of Changes:** Sub-grantee must notify OKOHS in writing of any events or changes requiring adjustment in the grant award. Examples include but are not limited to: changes of address, project manager, project site, budget categories or scope.

**Authorized Official:**

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Name *Please type or print*

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Signature

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Date



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 24, 2015 Item Number: 5  
Department: Mayor Steve Harrison  
Prepared By: \_\_\_\_\_ Account Code: \_\_\_\_\_  
Date Prepared: March 18, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Discussion on Emergency Fund as per McAlester City Charter.

### Recommendation

Discussion only.

### Discussion

McAlester City Charter 5:04, Item 1

- (1) The proposed goals and expenditures for current operations during the ensuing fiscal year, detailed for each fund by department and division or by other organization unit, activity, or objectives, or other means as state law permits, method of financing such expenditures, and methods to measure outcomes and performance related to the goals, An Emergency Fund will be included in the budget and every reasonable attempt shall be made to maintain this fund at a minimum often percent (10%) of the total operating budget including capital improvements. A separate account shall be maintained for the Emergency Fund and the City Council shall define by ordinance under what circumstances withdrawals may be made from the emergency Fund account;

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

Date

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



Sec. 2-258. Emergency fund.

(1) [Purpose.] The purpose of the emergency fund is to insulate general-fund programs and current service levels from large and unanticipated one-time emergency-expenditure requirements, a revenue reduction due to a change in state or federal legislation, resulting from adverse litigation, or similar unforeseen action.

(2) Definition.

(a) For purposes of this section, an emergency is defined as an unplanned or unforeseen event that may, if not immediately corrected, cause death or injury to the public, or significantly disrupt essential city services, or result in damage to city property, or result in significant environmental damage.

(b) For fund identification purposes, the emergency fund, as defined in this section, is the same fund currently identified as the reserve fund and will be hereafter referred to as the emergency fund.

(3) [Restrictions on use.] This emergency fund will not be used because general fund expenditure growth exceeds budgeted revenue growth. Revenue shortfalls may not be offset by a transfer of funds from the emergency fund.

(4) [Use of emergency fund.] The emergency fund is available to fund one-time emergency requirements. The council may only authorize a fund transfer from the emergency fund after the general fund's budgeted contingency, if any, is exhausted. ~~The emergency fund will only be accessed when the result of emergency expenditures or an unexpected revenue reduction would be that the general fund would likely end the fiscal year with a negative ending fund balance.~~ Any proposed use of the emergency fund will be placed on the council agenda in the form of a budget amendment. Such amendment will be strictly limited to the proposed transfer amount from the emergency fund and the proposed fund and account(s) that will receive the transfer. As part of the agenda item, the city manager shall, as a minimum, provide a written certification to the council identifying in substantial detail the nature of the emergency, the total anticipated cost of the emergency, the steps the city has taken to address the emergency and the reasons) those steps have not eliminated the need for using a portion of the emergency fund.

(5) [Approval of transfers.] ~~An affirmative vote of at least five of the seven council members is required for funds to be transferred from the emergency fund. The city council by an ordinance approved by three-fourths of all its members may authorize transfers from the emergency fund.~~

(6) [Restoration of fund.] Restoration of the emergency fund will begin the next fiscal year following their use. (Ord. No. 2291, § 1, 6-10-08)



Council Chambers  
Municipal Building  
March 10, 2015

The McAlester Airport Authority met in Regular session on Tuesday March 10, 2015 at 6:00 P.M. after proper notice and agenda was posted March 9, 2015.

Present: John Titsworth, Robert Karr, Jason Barnett, Travis Read, Weldon Smith & Steve Harrison  
Absent: Buddy Garvin  
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 February 24, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 3, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$9541.06 and Airport Grant - \$71,547.95.

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

AYE: Trustees Titsworth, Karr, Barnett, Smith, Read & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.

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

AYE: Trustees Titsworth, Karr, Read, Barnett, Smith & Chairman Harrison  
NAY: None

Chairman Steve Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
March 10, 2015

The McAlester Public Works Authority met in Regular session on Tuesday March 10, 2015 at 6:00 P.M. after proper notice and agenda was posted March 9, 2015.

Present: Robert Karr, John Titsworth, Jason Barnett, Travis Read, Weldon Smith & Steve Harrison  
Absent: Buddy Garvin  
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 February 24, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 3, 2015. *(Toni Ervin, Chief Financial Officer)* in the amount of \$43,139.28.
- Confirm action taken on City Council Agenda Item C, authorizing the Mayor to sign a lease renewal with Miller Office Supply for three (3) copiers. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-04, in the amount of \$12,628.00 for Construction Management and Resident Project Representative 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 E, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #4, in the amount of \$47,627.58, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item F, acceptance of Permit No. WL 000061150024 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,310 linear feet of eight (8) inch PVC potable water line, and all appurtenances, to serve the City of McAlester on Van Buren Avenue. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all

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

- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC to study the feasibility of a Stormwater Utility Fee, including establishing fees based on impervious areas. (John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a Professional Services Agreement with Tetra Tech, Inc. to provide engineering services in connection with the Water Treatment Plant's Filter #5, including replacement of the underdrain and the filter media. (John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign Change Order No. 1 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements. (John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)

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

AYE: Trustees Titsworth, Karr, Barnett, Smith, Read & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority. Mr. Smith moved for the meeting to be adjourned, and the motion was seconded by Mr. Read. There was no discussion and the vote was taken as follows:

AYE: Trustees Titsworth, Karr, Barnett, Smith, Read & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary

Council Chambers  
Municipal Building  
February 24, 2015

The McAlester Retirement Trust Authority met in Regular session on Tuesday, February 24, 2015 at 6:00 P.M. after proper notice and agenda was posted February 23, 2015.

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

A motion was made by Mr. Garvin and seconded by Mr. Karr to approve the following:

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

- Approval of the Minutes from the January 27, 2015, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of February, 2015. (*Toni Ervin, CFO*) in the amount of \$82,113.75.

AYE: Trustees Titsworth, Karr, Smith, Read, Barnett, Garvin & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Garvin moved for the meeting to be adjourned, seconded by Mr. Karr. The vote was taken as follows:

AYE: Trustees Titsworth, Karr, Smith, Read, Barnett, Garvin & Chairman Harrison.  
NAY: None

Chairman Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary