



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, July 14, 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 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

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 June 9, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the June 23, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for June 17, 2015 through July 7, 2015. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, the Pride in McAlester Year-End Report for July 2014 through June 2015. *(Elizabeth Megaffin, Executive Director)*
- E. Consider and act upon, authorizing the Mayor to sign an Agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. The Staff recommendation is for Option 3 at \$53,942.00. *(Toni Ervin, Chief Financial Officer)*
- F. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-08, in the amount of \$ 10,906.00, 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., CFM, City Engineer and Public Works Director)*
- G. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #8, in the amount of \$91,123.34, 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)*
- H. Consider and act upon, authorization of payment to EST, Inc., Invoice #34811, in the amount of \$18,630.00 for Construction Management Services and Materials Testing Services related to CIP#2 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)*
- I. Consider and act upon, authorization of payment to EST, Inc., Invoice #34813, in the amount of \$25,212.50 for Construction Management Services and Materials Testing

Services related to CIP#1 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)*

- J. Consider and act upon, authorization of payment to EST, Inc., Invoice #34812, in the amount of \$21,859.50 for Construction Management Services and Materials Testing Services related to CIP#4 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)*
- K. Consider and act upon, authorizing the Mayor to sign a Lease Agreement with Canon for a copier to be placed in the Tourism Office. *(James Stanford, IT Computer Support Specialist)*
- L. Consider and act upon, authorizing the Mayor to sign a letter of intent to continue the lease of the office space at 119 E. Choctaw, Suite 101, for Tourism. *(Steve Harrison, Mayor)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

SCHEDULED BUSINESS

- 1. Consider and act upon, accepting the project completed by Bronze Oak, LLC: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions", and authorizing the Mayor to sign the necessary acceptance forms. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

The recommendation is to accept the project completed by Bronze Oak, LLC: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions", and to authorize the Mayor to sign the necessary acceptance forms.

- 2. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2015-2016 for a fee not to exceed \$30,000.

3. Discussion on the opportunity to automate the water meter reading process by implementing an automated meter network system, including water meters, computer software and appurtenant infrastructure. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Discussion, and possible action, on the opportunity to automate the water meter reading process by implementing an automated meter network system, including water meters, computer software and appurtenant infrastructure. .

4. Consider and act upon, Change Order No. 4 to the contract with T. McDonald Construction, Inc. for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 4 resulting in the addition of twenty-one (21) days. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve Change Order No. 4 to the contract with T. McDonald Construction, Inc. and authorizing the Mayor to sign the Change Order changing the Contract Substantial Completion to November 22, 2015.

5. Consider and act upon, authorizing the Mayor to sign CIP#4 Amendment between the City of McAlester and Carstensen Contracting, Inc. for the construction of road and infrastructure improvements related to CIP#4, which includes a segment of Sixth Street from Chadick Park to Wyandotte Avenue. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

The recommendation is to approve CIP#4 Amendment with Carstensen Contracting, Inc. for the construction of road and infrastructure improvements related to CIP#4, which includes a segment of Sixth Street from Chadick Park to Wyandotte Avenue.

6. Consider and act upon, rejecting the one bid received for the construction of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street and approve re-advertising the project. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve the rejection of the one bid received for the construction of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street and approve the re-advertising of the project.

7. Consider and act upon, acceptance of Option #1 Proposal from Bears Playground Equipment in the amount of \$87,000.00 for the purchase of playground equipment for Mullen Park. *(Mel Priddy, Community Services Director)*

Executive Summary

Staff recommends accepting Option #1 Proposal from Bears Playground Equipment in the amount of \$87,000.00 for the purchase of playground equipment for Mullen Park.

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

Executive Summary

Motion to approve the cost of training, funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. Approx. cost \$4000.00.

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

Executive Summary

Motion to approve the funds need for the accessory package for the new support vehicle, which has been approved for the McAlester 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. Approx. cost \$12,000.00.

10. Consider and act upon, authorizing the Mayor to sign a lease purchase agreement with Arvest Bank pursuant to section 2-275 of the McAlester City Code, for 6 new and unused work trucks. *(Peter Stasiak, City Manager, Sheila Norman, Purchasing)*

Executive Summary

Staff recommends authorizing the lease purchase agreement with Arvest Bank for 6 new and unused work trucks.

11. Consider and act upon, approval and acceptance of the revised Safety Manual. *(Doug Basinger, Safety Officer/Risk Management)*

Executive Summary

Staff recommends approval of the revised Manual.

12. Consider and act upon, acceptance of the letter and adoption of the amendment submitted to Internal Revenue Service amending Section 4.9 of the City of McAlester Defined Benefit Retirement Plan. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Staff recommendation is to accept the letter submitted on our behalf by McAfee & Taft to the Internal Revenue Service and to adopt the amendment as per their instructions.

13. **TABLED FROM JUNE 9TH MEETING:** Discussion on the purchase of the FAA Building located at the McAlester Airport by Pittsburg County Economic Development Authority. *(Peter Stasiak, City Manager)*

Executive Summary

Discussion to proceed with appraisal and preparatory information to have the building released by FAA for purchase by Pittsburg County Economic Development Authority.

NEW BUSINESS

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes.

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL**MAYORS COMMENTS AND COMMITTEE APPOINTMENTS****RECESS COUNCIL MEETING****CONVENE AS McALESTER AIRPORT AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the June 23, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending July 7, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, authorizing the Mayor to sign an Agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. The Staff recommendation is for Option 3 at \$53,942.00. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, accepting the project completed by Bronze Oak, LLC: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions", and authorizing the Mayor to sign the necessary acceptance forms. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 11, approval and acceptance of the revised Safety Manual. *(Doug Basinger, Safety Officer/Risk Management)*
- Confirm action taken on City Council Agenda Item 12, acceptance of the letter and adoption of the amendments submitted to Internal Revenue Service affecting the City of McAlester Defined Benefit Retirement Plan. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 13, discussion on the purchase of the FAA Building located at the McAlester Airport by Pittsburg County Economic Development Authority. *(Peter Stasiak, City Manager)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 23, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending June 2, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, authorizing the Mayor to sign an Agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. The Staff recommendation is for Option 3 at \$53,942.00. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item F, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-08, in the amount of \$ 10,906.00, 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., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item G, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #8, in the amount of \$91,123.34, 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 H, authorization of payment to EST, Inc., Invoice #34811, in the amount of \$18,630.00 for Construction Management Services and Materials Testing Services related to CIP#2 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 I, authorization of payment to EST, Inc., Invoice #34813, in the amount of \$25,212.50 for Construction Management Services and Materials Testing Services related to CIP#1 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 J, authorization of payment to EST, Inc., Invoice #34812, in the amount of \$21,859.50 for Construction Management Services and Materials Testing Services related to CIP#4 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 2, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, discussion on the opportunity to automate the water meter reading process by implementing an automated meter network system, including water meters, computer software and appurtenant infrastructure. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 4, Change Order No. 4 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 4 resulting in the addition of twenty-one (21) days. *(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 CIP#4 Amendment between the City of McAlester and Carstensen Contracting, Inc. for the construction of road and infrastructure improvements related to CIP#4, which includes a segment of Sixth Street from Chadick Park to Wyandotte Avenue. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, rejecting the one bid received for the construction of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street and approve re-advertising the project. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 10, authorizing the Mayor to sign a lease purchase agreement with Arvest Bank pursuant to section 2-275 of the McAlester City Code, for 6 new and unused work trucks. *(Peter Stasiak, City Manager, Sheila Norman, Purchasing)*
- Confirm action taken on City Council Agenda Item 11, approval and acceptance of the revised Safety Manual. *(Doug Basinger, Safety Officer/Risk Management)*
- Confirm action taken on City Council Agenda Item 12, acceptance of the letter and adoption of the amendment submitted to Internal Revenue Service amending Section 4.9

of the City of McAlester Defined Benefit Retirement Plan. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak

RECONVENE INTO OPEN SESSION

ADJOURNMENT

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.

Cora M. Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, June 9, 2015, at 6:00 P.M. after proper notice and agenda was posted, June 5, 2015 at 12:11 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Pastor Judkins, First United Methodist Church, gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Absent: Travis Read

Presiding: Steve Harrison, Mayor

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

Citizens Comments on Non-Agenda Items

Janelle Brooks addressed the Council concerning her previous rezoning request and questions she felt remained unanswered. Ms. Brooks then asked to have the matter placed back on a Council agenda in order to address her unanswered questions.

Lacey Sudderth, McAlester Main Street Director and Carl Gullick, McAlester Main Street Board President addressed the Council the Down Town McAlester's placement on the Historical Register.

Consent Agenda

- A. Approval of the Minutes from the May 12, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 26, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- C. Approval of Claims for May 20, 2015 through June 2, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$84,416.56; Nutrition - \$909.13; Landfill Res./Sub-Title D - \$2,404.02; Employee Retirement - \$12,793.19; Tourism Fund - \$3,685.40; SE Expo Center - \$3,601.94; E-911 - \$977.43; Economic Development - \$10,969.24; Maintenance - \$3,330.66 and CIP Fund - \$20,149.84.
- ACH – Tourism Fund - \$558.20.
- D. Consider and act upon, authorizing the Mayor to sign an Agreement for the 2016 Junior Sunbelt Classic between McAlester Public Schools and the City of McAlester for funding in the amount of \$15,000. *(Peter J. Stasiak, City Manager)*
- E. Consider and act upon, authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000. *(Peter J. Stasiak, City Manager)*
- F. Consider and act upon, authorizing the Mayor to sign an Agreement between Old Town and the City of McAlester for funding in the amount of \$12,800. *(Peter J. Stasiak, City Manager)*
- G. Consider and act upon, authorizing the Mayor to sign a Public Works Project (PPWP) Contract between the Oklahoma Department of Corrections and the City of McAlester. (addition of Item 30 to original contract) *(Peter J. Stasiak, City Manager)*
- H. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall. *(James Stanford, IT Computer Support Specialists)*
- I. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester. *(James Stanford, IT Computer Support Specialists)*
- J. Consider and act upon, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services. *(James Stanford, IT Computer Support Specialists)*
- K. Consider and act upon, authorizing the Mayor to ratify and approve a Master Agreement between the City of McAlester and AT&T for Internet Services. *(James Stanford, IT Computer Support Specialists)*

- L. Consider and act upon, authorizing the Mayor to ratify and approve a contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. *(James Stanford, IT Computer Support Specialists)*
- M. Consider and act upon, authorizing the Mayor to ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Support Specialists)*
- N. Consider and act upon, authorizing the Mayor to ratify and approve an annual Business Customer Service Agreement between the City of McAlester and U.S. Cellular for wireless telecommunication services and equipment. *(James Stanford, IT Computer Support Specialists)*
- O. Consider and act upon, authorization of payment to EST, Inc., Invoice # 34410, in the amount of \$12,075.00, for Construction Management Services and Materials Testing Services related to CIP#2 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)*
- P. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-07, in the amount of \$ 12,771.50, 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., CFM, City Engineer and Public Works Director)*
- Q. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #7, in the amount of \$276,480.32, 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)*
- R. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #5", in the amount of \$368,009.20, 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., CFM, City Engineer and Public Works Director)*
- S. Consider and act upon, authorization of the Mayor to sign a Professional Services Agreement with David T. Hardgrave, LLC, for Pretreatment Consulting Services in the amount of \$21,600.00. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- T. Consider and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for

Landfill Financial Assurance (ALFA). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Councilman Smith requested that items “F, K and L” be removed for individual consideration.

Manager Stasiak requested that item “D” be pulled from the Consent Agenda and Councilman Barnett requested that item “S” be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve Consent Agenda items “A, B, C, E, G through J, M through R and T”. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

D. Consider and act upon, authorizing the Mayor to sign an Agreement for the 2016 Junior Sunbelt Classic between McAlester Public Schools and the City of McAlester for funding in the amount of \$15,000. *(Peter J. Stasiak, City Manager)*

Manager Stasiak informed the Council that the City had not received all of the necessary information related to this agreement. It had been placed on the agenda prematurely.

F. Consider and act upon, authorizing the Mayor to sign an Agreement between Old Town and the City of McAlester for funding in the amount of \$12,800. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Councilman Barnett to authorize the Mayor to sign an Agreement between Old Town and the City of McAlester for funding in the amount of \$12,800.00.

After a brief discussion concerning the expenditures, the event becoming a two (2) day Festival and spending more on advertising, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

K. Consider and act upon, authorizing the Mayor to ratify and approve a Master Agreement between the City of McAlester and AT&T for Internet Services. *(James Stanford, IT Computer Support Specialists)*

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize the Mayor to ratify and approve a Master Agreement between the City of McAlester and AT&T for Internet Services.

After a brief discussion regarding the cost of the contracts the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

- L. Consider and act upon, authorizing the Mayor to ratify and approve a contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. (*James Stanford, IT Computer Support Specialists*)

A motion was made by Councilman Smith and seconded by Councilman Garvin to authorize the Mayor to ratify and approve a contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

- S. Consider and act upon, authorization of the Mayor to sign a Professional Services Agreement with David T. Hardgrave, LLC, for Pretreatment Consulting Services in the amount of \$21,600.00. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

A motion was made by Councilman Karr and seconded by Councilman Barnett to authorize the Mayor to sign a Professional Services Agreement with David T. Hardgrave, LLC, for Pretreatment Consulting Services in the amount of \$21,600.00.

After a brief discussion concerning what the agreement was for and if it was necessary to submit the item for bid periodically the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Councilman Smith moved to open a Public Hearing to address four (4) Ordinances and the FY 2015 Community Development Block Grant for a proposed waterline replacement project. The motion was seconded by Councilman Karr. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:22 P.M.

Public Hearing

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**
- **AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2015-2016.**
- **A PUBLIC HEARING ON THE PROPOSED FY 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES GRANT; PROPOSED WATERLINE REPLACEMENTS PROJECT.**
- **AN ORDINANCE AMENDING CHAPTER 99, TELECOMMUNICATIONS, OF THE McALESTER CITY CODE BY AMENDING SECTION 99.55 TELECOMMUNICATION FACILITY STANDARDS; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.**
- **AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF McALESTER, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF McALESTER, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE**

OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:23 P.M.

Scheduled Business

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

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2537

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

A motion was made by Councilman Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2537**, amending the Budget for Fiscal Year 2014/2015.

Before the vote, CFO Ervin reviewed the exhibits for the amendment explaining that this was to appropriate funds for the 2015 CDBG Waterline Improvement project, to transfer funds for the 2014 Bond for Streets and additional Interest Expense, to transfer funds to the Bond Trustee Fund and appropriate funds for the Dedicated Sales Tax Fund. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

2. Consider and act upon, authorizing the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2015. *(Toni Ervin, CFO)*

Executive Summary

Motion to authorize the Mayor to sign an Engagement Letter with Finley & Cook, PLLC.

A motion was made by Councilman Garvin and seconded by Councilman Smith to authorize the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2015.

Before the vote, CFO Ervin explained that on May 20, 2015, the Audit & Finance Advisory Committee had met to review the RFP's that had been received for the Audit services for the City of McAlester fiscal year 2014/2015 Audit. She added that the Committee had recommended the services of Finley & Cook, PLLC. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

3. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve Staff recommendation for funding and authorize the Mayor to sign the agreement.

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000.

Before the vote, there was discussion regarding the level of funding and the increase in cleanup totals. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

4. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Main Street for funding in the amount of \$30,000.00. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve Staff recommendation for funding and authorize the Mayor to sign the agreement.

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize the Mayor to sign a contract between the City of McAlester and McAlester Main Street for funding in the amount of \$30,000.00.

After a brief discussion regarding the funding level and an updated membership list for the Council the vote was taken as follows:

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

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried

5. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for funding in the amount of \$50,000. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve Staff recommendation for funding and authorize the Mayor to sign the agreement.

A motion was made by Councilman Karr and seconded by Councilman Garvin to authorize the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for funding in the amount of \$50,000.

Before the vote, Manager Stasiak explained that the Council had been furnished with information of the previous eleven (11) months expenditures for the Emergency Management. He added that a list of cities that had or did not have an Emergency Management Director had also been furnished to the Council.

After discussion among the Council including County Commissioner Kevin Smith and Attorney Ervin regarding the funding level, services that Emergency Management provided, Pittsburg County being designated as a regional hub for Emergency Management in the State, why the prior year had not been funded, future and past funding sources and tabling this item until the next meeting, addressing both the 2014/2015 and 2015/2016 contract at that time and having a claim on the next meeting for the 2014/2015 funding.

Councilman Karr move to table the contract between the City of McAlester and Pittsburg County Emergency Management until the next meeting. The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma for the fiscal year 2015-2016; providing for severability clause; and declaring an emergency. *(Toni Ervin, CFO and Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve an Ordinance adopting the budget for fiscal year 2015-2016 and declaring an emergency.

ORDINANCE NO. 2538

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2015-2016.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve **ORDINANCE NO. 2538**, adopting the Fiscal Year 2015/2016 Operating budget.

Before the vote, CFO Ervin addressed the Council explaining that this was the Official 2015/2016 Budget. She added that the information included a reserve calculation, Ordinance and Budget document.

After discussion regarding the Reserve balances, increasing the Street crews, possibly amending the budget after the 2014/2015 Audit was received, the expenses in Planning and Economic Development, not having a Strategic Plan, setting Departmental goals, how Economic Development projects could take considerable amounts of time to finalize, the amount of payroll in the budget and if it included additional people and how salary increases were dependant on the individuals anniversary date, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

7. Discussion and possible action on the purchase of the FAA Building located at the McAlester Airport by Pittsburg County Economic Development Authority. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve acceptance of offer or discussion of possible counter offer for the purchase of the FAA building at 101 Airport Drive.

A motion was made by Councilman Smith and seconded by Councilman Karr to authorize the purchase of the FAA Building located at the McAlester Airport by Pittsburg County Economic Development Authority.

Before the vote, Manager Stasiak addressed the Council explaining that the City had been approached by Emergency Management about leasing the FAA Building with an option to purchase the building. He added that the Pittsburg County Economic Development Authority had recently made an offer to purchase the building as is for Three Hundred Thousand dollars (\$300,000.00).

There was discussion among the Council including Commissioner Smith, Manager Stasiak and Attorney Ervin regarding the current condition of the building, its' heat and air equipment, how long this property had been for sale, the purchase offer, why that building could meet the County's Emergency Management needs, what would happen with the FAA room, if the property could later be sold to another entity, having a formal written opinion regarding the sale qualifying for Economic Development, how long it would take to get an updated appraisal and the written opinion concerning the sale and how the building was originally built.

Mayor Harrison moved to table this item until the first meeting in July. The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Collins Waterworks, LLC for the construction of 2014 CDBG Water Improvements along Walker Avenue and Pine Street. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

Executive Summary

The recommendation is to enter into an agreement Collins Waterworks, LLC for the construction of 2014 CDBG Water Improvements along Walker Avenue and Pine Street for a total bid equal to \$149,875.00.

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize the Mayor to sign a contract between the City of McAlester and Collins Waterworks, LLC for the construction of 2014 CDBG Water Improvements along Walker Avenue and Pine Street.

Before the vote, Director Modzelewski addressed the Council explaining that this was a continuation of the CDBG projects.

After a brief discussion regarding the difference in the bid amounts and the experience that the consultant had with the successful bidder the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider and act upon, adopting Citizen's Participation Plan for FY-2015 CDBG Project. (*Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve Citizen's Participation Plan for FY-2015 CDBG Project.

A motion was made by Councilman Smith and seconded by Councilman Garvin to adopt a Citizen's Participation Plan for FY-2015 CDBG Project.

Before the vote, Millie Vance addressed the Council explaining that this and the next few items would deal with CDBG grant. She added that the adoption of this plan was a requirement of the CDBG Program and to authorize the Mayor to sign various documents and designates the process.

After a brief discussion concerning the location of the project the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

10. Consider and act upon, adopting a Resolution to Apply for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. (*Millie Vance, Millie Vance, Inc.*)

Executive Summary

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

A motion was made by Councilman Garvin and seconded by Councilman Karr to adopt a Resolution to Apply for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

11. Consider and act upon, adopting a Resolution to Leverage (Matching) funds for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. (*Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve to Leverage (Matching) funds for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project.

A motion was made by Councilman Garvin and seconded by Councilman Karr to adopt RESOLUTION NO. 15-06, leveraging matching funds for the FY 2015 CDBG Small Cities

Grant, Proposed Water Line Project. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

12. Consider and act upon adopting a Residential Anti-Displacement Plan for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. (*Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve a Residential Anti-Displacement Plan for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project.

Councilman Garvin moved to approve the adoption of a Residential Anti-Displacement Plan for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. The motion was seconded by Councilman Karr.

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

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

NAY: None

Mayor Harrison declared the motion carried.

13. Consider and act upon, adopting Contract with Millie Vance Incorporated to prepare FY-2015 CDBG grant application and administer project. (*Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve Contract with Millie Vance Incorporated to prepare FY-2015 CDBG grant application and administer project.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve a Contract with Millie Vance Incorporated to prepare FY-2015 CDBG grant application and administer project.

After a brief discussion concerning the cost of last year's contract and the percentage of the contract, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

14. Consider and act upon, Change Order No. 3 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 3 resulting in the addition of six (6) days and an

addition of \$10,974.00 to the contract amount. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

Executive Summary

Motion to approve Change Order No. 3 to the contract with T. McDonald Construction, Inc and authorizing the Mayor to sign the Change Order changing the Contract Substantial Completion to October 15, 2015 and the Contract amount to \$2,722,037.50.

Councilman Smith moved to approve Change Order No. 3 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 3 resulting in the addition of six (6) days and an addition of \$10,974.00 to the contract amount. The motion was seconded by Councilman Karr.

After a brief discussion regarding some of the challenges that have been ran into during the various CIP projects, the reason for this particular change order and the possibility of further weather delays, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

15. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for professional services required for the Asphalt Street Repair Project in the South A Street Area. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley for professional services required for the Asphalt Street Repair Project in the South A Street Area. The Engineering Fee is a lump sum of \$38,400.00 and the Resident Project Representative fee is a sum not to exceed \$27,500.00.

A motion was made by Councilman Garvin and seconded by Councilman Smith to authorize the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley for professional services required for the Asphalt Street Repair Project in the South A Street Area. The Engineering Fee is a lump sum of \$38,400.00 and the Resident Project Representative fee is a sum not to exceed \$27,500.00.

After a brief discussion regarding the streets that this project would address, making the streets right and the funding for this coming from the City's CIP and not from the Bond fund the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

16. Consider and act upon, a resolution supporting MRE Capital, LLC's application for an allocation of 2015 Affordable Housing Tax Credits to acquire and substantially rehabilitate the senior housing development known as the Aldridge Apartments located at 200 East Carl Albert Parkway. (*Leroy Alsup, Community and Economic Development Director*)

Executive Summary

Motion to approve a resolution supporting MRE Capital, LLC's application for an allocation of 2015 Affordable Housing Tax Credits to acquire and substantially rehabilitate the senior housing development known as the Aldridge Apartments located at 200 East Carl Albert Parkway.

Councilman Smith moved to approve RESOLUTION NO. 15-07, supporting MRE Capital, LLC's application for an allocation of 2015 Affordable Housing Tax Credits to acquire and substantially rehabilitate the senior housing development known as the Aldridge Apartments located at 200 East Carl Albert Parkway. The motion was seconded by Councilman Garvin.

After a brief discussion regarding the project, the application and if the application were successful when the project would start, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

17. Consider and act upon, a Resolution supporting the Meadows at McAlester, Limited Partnership's application for an allocation of 2015 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA) and adopting a site specific Affordable Housing Revitalization Plan. (*Leroy Alsup, Community and Economic Development Director*)

Executive Summary

Motion to approve a Resolution supporting the Meadows at McAlester, Limited Partnership's application for an allocation of 2015 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA); and adopting a site specific Affordable Housing Revitalization Plan.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve RESOLUTION NO. 15-08, supporting the Meadows at McAlester, Limited Partnership's application for an allocation of 2015 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA); and adopting a site specific Affordable Housing Revitalization Plan.

Before the vote, Director Alsup addressed the Council explaining that the Council had supported this item when it had been previously considered. He added that the applicant had not been selected for funding at that time.

After a brief discussion concerning the location of this project, the process' schedule, if this type of housing was still needed in the community and if this item and the previous item would affect each other, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

18. Consideration and action to authorize the execution of a professional services agreement with The Spectrum Group/The Principi Group (TSG/TPG) for the development of a multifaceted Defense Sector Strategic Plan to protect and grow the defense and homeland security segment of the Southeast Oklahoma Economy. (*Leroy Alsup, Community and Economic Development Director*)

Executive Summary

Motion to approve and to authorize the execution of the professional services agreement with The Spectrum Group/The Principi Group (TSG/TPG) for the development of a multifaceted Defense Sector Strategic Plan to protect and grow the defense and homeland security segment of the Southeast Oklahoma Economy.

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize the execution of a professional services agreement with The Spectrum Group/The Principi Group (TSG/TPG) for the development of a multifaceted Defense Sector Strategic Plan to protect and grow the defense and homeland security segment of the Southeast Oklahoma Economy.

Before the vote, Director Alsup addressed the Council reminding them that the McAlester Defense Support Association (MDSA) and the City of McAlester had received a 2013 Oklahoma Strategic Military Planning Commission Incentive Award to fund professional consulting services for the development of a multifaceted Defense Sector Strategic Plan. He explained that a detailed RFP had been jointly issued by MDSA and the City of McAlester and they had received responses from six (6) firms. Director Alsup added that after review and a day spent with one (1) of the firms the selection committee had recommended the Spectrum/Principi Group to develop the multifaceted Defense Sector Strategic Plan to protect and grow the defense and homeland security segment of the Southeast Oklahoma Economy.

After discussion regarding the services that this company would provide the City, if the Robison Group and this group performed the same services and if \$39,000.00 would cover the City's match the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

19. Consider and act upon, an Ordinance amending Chapter 99, Telecommunications, of the McAlester City Code by amending Section 99.55 Telecommunication Facility Standards; repealing all conflicting ordinances and declaring an emergency. (*Leroy Alsup, Community and Economic Development Director*)

Executive Summary

Motion to act upon and approve the above ordinance amending Chapter 99, Telecommunications, of the McAlester City Code by amending Section 99.55 Telecommunication Facility Standards; repealing all conflicting ordinances; declaring an emergency; and authorizing the Mayor to sign the ordinance.

ORDINANCE NO. 2539

AN ORDINANCE AMENDING CHAPTER 99, TELECOMMUNICATIONS, OF THE McALESTER CITY CODE BY AMENDING SECTION 99.55 TELECOMMUNICATION FACILITY STANDARDS; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve **ORDINANCE NO. 2539**, amending Code Section 99.55 Telecommunication Facility Standards.

Before the vote, Director Alsup addressed the Council explaining that after staff had reviewed the authority granted by City Ordinances to the Board of Adjustment and found that the Board of Adjustment did not have any authority to grant a variance on any of the Telecommunications Facility Standards as set forth in Chapter 99 of the City Code of Ordinances. He then reviewed the proposed Ordinance with the Council.

After discussion concerning the language in the Ordinance, how other communities addressed this particular issue, the site that had been proposed for a tower, the City Attorney's concerns over language granting authority, to change set backs, to the Planning Committee and changing that language to give that authority to the Board of Adjustment. Councilman Karr moved to change the language in section 99.55 on page 3 and in the "Setbacks" paragraph on page 4 to give authority to the Board of Adjustments.

Councilman Karr moved to amend the motion to approve **ORDINANCE NO. 2539** and amend the language in section 99.55 on page 3 and in the "Setbacks" paragraph on page 4 to give authority to the Board of Adjustments. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

20. Consider and act upon, an Ordinance amending the Employee Retirement System, Defined Contribution Plan for the City of McAlester and authorizing the Mayor to sign

the amended Oklahoma Municipal Retirement Fund Master Defined Contribution Plan Joinder Agreement. *(Cora Middleton, CMC)*

Executive Summary

Motion to approve an Ordinance amending the Employee Retirement System, Defined Contribution Plan for the City of McAlester and Authorizing the Mayor to sign the amended Oklahoma Municipal Retirement Fund Master Defined Contribution Plan Joinder Agreement.

ORDINANCE NO. 2540

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve **ORDINANCE NO. 2540**, amending the City of McAlester's Defined Contribution Retirement Plan.

Before the vote, Manager Stasiak addressed the Council explaining that in March a representative from the Oklahoma Municipal Retirement Fund had addressed the Council regarding the change(s) before the Council this evening. He added that this was the final step that would put these changes into effect. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

21. Discussion on possible Sales Tax proposition to maintain and improve our streets. (*Peter Stasiak, City Manager*)

Executive Summary
Discussion

Mayor Harrison explained that he had requested this item be placed on the agenda. He reviewed how the City had used found money for the CIP projects and how the City had worked hard to reduce the debt. He commented that with Council term limits in place the current council was probably the most experienced Council in years. He then reviewed his suggestion on how to obtain funding for use on maintenance and repair of the City's streets. Mayor Harrison stated that his thoughts were to go to the voters with a sales tax proposition dedicated to streets and related infrastructure. This proposition would be to extend the one quarter cent (1/4¢) sales tax currently dedicated to schools until June 30, 2023 and to extend the one quarter cent (1/4¢) sales tax currently dedicated to economic development until June 30, 2023 and have both of those quarter cent (1/4¢) sales tax items repurposed for the extension period to streets and related infrastructure. Then propose a new one half cent (1/2¢) sales tax beginning January 1, 2016 that would dedicate to streets and related infrastructure extending through June 30, 2023.

There was discussion among the Council regarding the amount of revenue that this scenario could generate for the City over the seven and half (7.5) years, how the City had addressed its' equipment needs over the last few years, increasing the customer base rather than increasing the sales tax, the sales tax survey of other similar size communities and asking the City Attorney to work on a draft Ordinance addressing this matter.

There was no vote on this item.

New Business

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak did not have a report for this evening

Remarks and Inquiries by City Council

Councilman Garvin commented on the status the 6th Street and 17th Street projects.

Councilman Karr inquired about the status of the walking track at Mike Deak and stated that he had met the new CEO of the Chamber.

Manager Stasiak informed the Council that citizens in the area had concerns about the location and there would be a meeting held where the citizens could voice their concerns. He added that this meeting would be held on June 25th at the EOSC McAlester Campus at 6:00 P.M.

Councilman Titsworth commented that he had also received calls about the Mike Deak Walking track.

Councilman Barnett and Smith did not have any comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

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

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:47 P.M.

Reconvene Council Meeting

The meeting was reconvened at 8:48 P.M. Councilman Garvin moved to recess the Regular meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak and City Clerk, Cora Middleton, and in accordance with Title 25, Sec. 307.B.3 and C.10, to confer on matters pertaining to Economic Development, including the transfer or purchase of real property and discussion of option to purchase real property. The motion was seconded by Councilman Karr. There was no discussion and the vote was taken as follows:

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

NAY: None

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

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1., 3 & C.10 et.seq. Oklahoma Statutes, to wit:

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak

- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Clerk, Cora Middleton
- 3) Consider and Act to convene in Executive Session for the purpose of conferring on matters pertaining to Economic Development, including the transfer or purchase of real property and discussion of option to purchase real property per Title 25 Oklahoma Statute Sec. 307 B(3) & C(10).

The Regular Meeting was reconvened at 9:48 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak and City Clerk, Cora Middleton, in accordance with Title 25, Sec. 307.B.1., and in accordance with Title 25, Sec. 307.B.3 and C.10, to confer on matters pertaining to Economic Development, including the transfer or purchase of real property and discussion of option to purchase real property. Only those matters were discussed, no action was taken and the Council returned to open session at 9:48 P.M., and this constituted the Minutes of the Executive Session.

Mayor Harrison moved to approve the City entering into Contract for options to purchase real property. The motion was seconded by Councilman Titsworth. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried

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, Titsworth, Barnett, Smith & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:50 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, June 23, 2015, at 6:00 P.M. after proper notice and agenda was posted, June 22, 2015 at 2:39 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Ms. Betty Shelby, 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, Jason Barnett & Steve Harrison

Absent: Buddy Garvin,

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Gary Wansick, Police Chief; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Ceremony and Awards

Mr. Bill Tackette and Kevin McCullough with Oklahoma Municipal Assurance Group presented the City of McAlester with a check in the amount of \$10,000.00 to be used to help fund Body Cameras for the City's Police Officers.

Consent Agenda

- A. Approval of Claims for June 3, 2015 through June 16, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$170,262.10; Parking Authority - \$148.91; Nutrition - \$1,190.76; Tourism Fund - \$9,160.37; SE Expo Center - \$8,557.16; E-911 - \$9,345.09; Economic Development - \$5,000.00; Grants & Contributions - \$10,000.00; Fleet Maintenance - \$11,601.38; Worker's Compensation - \$941.68 and CIP Fund - \$13,648.14.
- D. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #6", in the amount of \$350,272.48, 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., CFM, City Engineer and Public Works Director)*

- E. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #1", in the amount of \$244,253.41, for the construction of road and infrastructure improvements related to CIP#4 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)*
- F. Consider and act upon, authorization of payment to EST, Inc., Invoice # 34617, in the amount of \$ \$9,660.00, for Construction Management Services and Materials Testing Services related to CIP#2 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)*
- G. Consider and act upon, authorization of payment to Poe & Associates, Inc., Invoice # WIC 9593, in the amount of \$3,430.89, 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.,CFM, City Engineer and Public Works Director)*
- H. Consider and act upon, receipt of the following permits from the Oklahoma Department of Environmental Quality (ODEQ) to serve the City of McAlester's CIP#4 on South Avenue: Permit No. WL 000061150411 for the construction of 90 linear feet of two (2) inch PVC potable water line, 240 linear feet of four (4) inch PVC potable water line, 1,255 linear feet of six (6) inch PVC potable water line, 2,185 linear feet of eight (8) inch PVC potable water line, 140 linear feet of twelve (12) inch PVC potable water line, and all appurtenances; Permit No. SL000061150412 for the construction of 591 linear feet of eight (8) inch PVC sanitary sewer line, 797 linear feet of ten (10) inch PVC sanitary sewer line, 274 linear feet of twelve (12) inch PVC sanitary sewer line, and all appurtenances. *(John C. Modzelewski, P.E.,CFM, City Engineer and Public Works Director)*
- I. Consider and act upon, authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(John C. Modzelewski, P.E.,CFM, City Engineer and Public Works Director)*
- J. Consider and act upon, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200470-LR. *(Cora Middleton, City Clerk)*
- K. Consider and act upon, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200324-KW. *(Cora Middleton, City Clerk)*

- L. Consider and act upon, authorizing the Mayor to sign an agreement with “Feed the Need Foundation for Rural Oklahoma” (KEDDO) for funding of the City of McAlester’s Title III nutrition centers. *(Mel Priddy, Community Services Director)*
- M. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2014/2015 funding in the amount of \$42,500. *(Peter J. Stasiak, City Manager)*
- N. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2015/2016 funding in the amount of \$50,000. *(Peter J. Stasiak, City Manager)*
- O. Concur with the Mayor’s re-appointment of Ms. Susan Kanard, 3501 S. Peaceable Road, McAlester, Ok 74501, to the McAlester Regional Board of Trustees, for a term to end February 28, 2021. *(Steve Harrison, Mayor)*
- P. Consider and act upon, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

Manager Stasiak requested that item “G” be pulled and he corrected the address for Susan Kanard. He explained that “G” was a five (5) year agreement with the Public Works Authority and did not need to be ratified by the Council.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Scheduled Business

- 1. Consider and act upon, authorizing the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to authorize the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014.

A motion was made by Councilman Karr and seconded by Councilman Smith to authorize the Mayor to sign the Second Amendment to the Water System Operation and Maintenance

Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014.

Before the vote, Director Modzelewski addressed the Council explaining that the Utility Maintenance Foreman had been off work since May 7, 2015 due to family illness and he had been the only Utility Maintenance employee that had an ODEQ license. He stated that the ODEQ license was a requirement to supervise the utility work. He added that has provided a Manager with the proper license to oversee the daily operations of the Utility Maintenance Division. Director Modzelewski explained that effective as of June 15, 2015, the UTM Foreman has formerly resigned from employment with the City. He then stated that going forward the City would obtain the proper licenses for himself and two (2) other staff members. But until the City was able to fill the UTM Foreman position Severn Trent would provide a licensed manager.

Manager Stasiak stated that this contract was for a period of one (1) with a forty-five (45) day out, if the City were successful in finding someone within the fires forty-five (45) days of the contract. There was no other discussion, and the vote was taken as follows;

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider and act upon, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from "Chemicals" to "Repair & Maintenance" , in accordance with the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority dated April 22, 2014. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Consider and act upon, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from Line No. 2 "Chemicals" to Line No. 3 "Repair & Maintenance" as shown in the attached Fee Schedule.

A motion was made by Councilman Smith and seconded by Karr to authorize the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from "Chemicals" to "Repair & Maintenance", in accordance with the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority dated April 22, 2014.

Before the vote, Director Modzelewski addressed the Council explaining that this was similar to a line item transfer within the City Budget and this would insure coverage for the next seven (7) days. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon, a resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016. *(Toni Ervin, CFO, Peter Stasiak, City Manager)*

Executive Summary

Staff recommends motion to approve resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve RESOLUTION NO. 15-09, amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016.

Before the vote, Manager Stasiak addressed the Council explaining that the Fiscal Year 2015/2016 Budget had been reviewed and approved. He added that within that Budget was a 3.5% Cost of Living increase for all employees and if the RESOLUTION were approved tonight that increase would go into effect July 1, 2015. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Karr, Barnett, Titsworth & 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 storm damage had been reviewed and submitted to FEMA. He then reviewed that damage for the Council as follows: the Header Pipe at New Baker Road, the failure of the Canal Walls, the Storm Pipe at Central Ave., the Softball Complex, the South Fire Station was experiencing major roof leaks which lead to damage inside the Station and there had been a couple of homes that had experienced damage from the floods. He informed them that there would be a seminar tomorrow morning with FEMA at the Expo Center to work with individuals. He added that hopefully the City would receive some of the funds back.

Mayor Harrison inquired about the Canal Wall repair and if the City had any information regarding how the canals were constructed and estimates for repair.

Manager Stasiak commented that he would get that information as soon as possible.

Councilman Karr inquired about the FEMA seminars.

Manager Stasiak informed the Council that there would be an informational meeting Thursday, at 6:00 P.M. at the local EOSC campus concerning the Belmont Trail.

Councilman Smith inquired about how information regarding this meeting had been circulated throughout the community.

Manager Stasiak commented that the meeting had been advertised in the newspaper and various other avenues. He then informed the Council that the email server was being replaced and that on 17th Street the drive way approaches, street approaches, and the curb and gutters had been prepared and poured. The project was near completion and hopefully would be open next week.

Remarks and Inquiries by City Council

None of the Council had comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

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

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 6:31 P.M.

Reconvene Council Meeting

The meeting was reconvened at 6:33 P.M.

Councilman Smith moved to recess the Regular meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak. The motion was seconded by Vice-Mayor Read.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 6:33 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1et.seq. Oklahoma Statutes, to wit:

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak

The Regular Meeting was reconvened at 7:24 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak in accordance with Title 25, Sec. 307.B.1. Only that matter was discussed, no action was taken and the Council returned to open session at 7:24 P.M., and this constituted the Minutes of the Executive Session.

Councilman Titsworth moved to extend an offer of a contract to the City Manager as discussed. The motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:26 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

June 17, 2015

Thru

July 7, 2015

7/08/2015 1:27 PM
 PACKET: 12964 CLAIMS FOR 07/14/2015
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	ANGELO RIVERS	I-201506297542	01 -5431331	EMPLOYEE TRAV ANGELO RIVERS: TRAVEL EXP	074426	669.41
	KENNY BARONE	I-201506297543	01 -5431331	EMPLOYEE TRAV KENNY BARONE: TRAVEL EXP	074427	722.09
	KIM BOYLES	I-201506297545	01 -5324207	CLOTHING ALLO KIM BOYLES: REIMB BOOT ALLOW	074429	100.00
	MIKE CRANDALL	I-201506297547	01 -5320331	EMPLOYEE TRAV MIKE CRANDALL: TRAVEL EXP	074431	489.78
	RODNEY LEAMY	I-201506297548	01 -5431331	EMPLOYEE TRAV RODNEY LEAMY: TRAVEL EXP	074432	265.32
	CHRISTOPHER WILLIA	I-201507067568	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-SCBA TEST	074434	317.40
	DAVID PERRY	I-201507067576	01 -5431207	CLOTHING ALLO DAVID PERRY: REIMB CLOTHING AL	074436	120.00
01-A00026	AT & T LONG DISTANCE					
		I-201506247531	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	074362	63.59
01-A00028	"A" PLUS LAWN SERVICE					
		I-471862	01 -5542308	CONTRACTED SE CONTRACT MOWING	074437	1,250.00
01-A00200	ADAM TRUE VALUE & AG SU					
		I-265251	01 -5542202	OPERATING SUP PAD LOCKS FOR PARKS	074438	30.99
		I-265510	01 -5542202	OPERATING SUP PAD LOCKS FOR PARKS	074438	90.00
		I-272873	01 -5542203	REPAIRS & MAI PADLOCKS FOR PARKS	074438	180.00
01-A00267	AIRGAS, INC					
		I-9039726149	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074440	121.13
		I-9040161272	01 -5653213	SAFETY EXPENS HARD HATS/SAFETY VESTS	074440	236.93
		I-9040161273	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074440	114.54
		I-9040406350	01 -5431202	OPERATING SUP OXYGEN FOR EMS	074440	123.17
		I-9927505526	01 -5431202	OPERATING SUP OXYGEN FOR EMS	074440	372.01
01-A00280	ALERT-ALL CORP.					
		I-215060190	01 -5431329	PROMOTIONAL FIRE PROMOTIONAL SUPPLIES	074441	713.00
01-A00345	ALL ABOUT U PLUMBING					
		I-14-02288	01 -5542203	REPAIRS & MAI CHADICK BATHROOM REPAIRS	074443	85.00
01-A00362	VYVE BROADBAND					
		I-201506177525	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #3	074345	62.95
		I-201506247532	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	074363	62.95
		I-201507017560	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	074398	83.85
		I-201507017560	01 -5431328	INTERNET SERV INTERNET SVS-FIRE EMER RESP	074398	62.95
		I-201507017560	01 -5547328	INTERNET SERV INTERNET SVS-OAKHILL CEM	074398	61.07
01-A00499	AMERA-CHEM, INC.					
		I-56499	01 -5320202	OPERATING EXP DRUG IDENTIFICATION BOOKS	074444	44.95
		I-56499	01 -5321202	OPERATING SUP DRUG IDENTIFICATION BOOKS	074444	41.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-25329	01 -2105	COLLECTION AG COURT COLLECTION FEE-MAY 2015	074445	8,412.00
01-A00662	APCO INTERNATIONAL, INC					
		I-00020888	01 -5324331	EMPLOYEE TRAV DISPATCH CERTIFICATION	074446	439.00

7/08/2015 1:27 PM
 PACKET: 12964 CLAIMS FOR 07/14/2015
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00662	APCO INTERNATIONAL, INC	continued				
		I-00021107	01 -5324331	EMPLOYEE TRAV EMD DISPATCH CERT	074446	419.00
01-A00751	ATWOODS					
		I-2618/9	01 -5544203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074449	58.71
		I-2648/9	01 -5547203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074449	56.98
01-B00089	BANK OF OKLAHOMA					
		I-5086708	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	074450	368.04
01-B00101	BARCO PRODUCTS INC					
		I-061500666	01 -5542204	SMALL TOOLS TRASH RECEPTACLE	074451	129.29
01-B00180	UNION IRON WORKS, INC.					
		I-S1863469.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074453	21.14
		I-S1864030.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074453	254.13
		I-S1864236.001	01 -5543203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	074453	470.55
		I-S1865197.001	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074453	5.06
		I-S1865455.001	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074453	48.94
		I-S1866284.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074453	147.48
01-B00243	BIG V FEED					
		I-46268	01 -5322202	OPERATING SUP DOG FOOD FOR POUND	074456	95.00
01-C00144	COMPUTER PROJECTS OF IL					
		I-15-06-65ME	01 -5225349	SOFTWARE MAIN LICENSE FEE-MOBILE UNITS	074461	1,600.00
01-C00149	CANON FINANCIAL SERVICE					
		I-15027383	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	074462	873.50
01-C00314	CENTER FOR EDUCATION &					
		I-06977327	01 -5431330	DUES & SUBSCR PUBLIC LAW MANUAL	074463	124.95
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201507017557	01 -5215314	GAS UTILITY GAS EXP-FIRE EMER RESP COM	074400	88.62
01-C00462	CITY CARBONIC SALES & S					
		I-52896	01 -5431316	REPAIRS & MAI SCBA TESTING FEE	074464	208.00
01-C00472	CIVIC PLUS					
		I-154897	01 -5225349	SOFTWARE MAIN ANNUAL SUPPORT & STORAGE	074465	5,752.16
01-D00097	DASH MEDICAL GLOVES, IN					
		I-INV0932984	01 -5653213	SAFETY EXPENS NITRILE GLOVES	074467	70.90
01-D00143	DAVE'S FITNESS PLUS					
		I-2015-03	01 -5431330	DUES & SUBSCR YEARLY MEMBERSHIP FEES	074468	1,250.00
01-D00540	DOLESE BROTHERS					

7/08/2015 1:27 PM
 PACKET: 12964 CLAIMS FOR 07/14/2015
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00540	DOLESE BROTHERS	continued				
	I-AG15076733	01 -5865218	STREET REPAIR ROCK FOR STREET REPAIRS		074482	230.20
01-D00544	DON E WILLIAMS, ESQ					
	I-15-50668-6	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP		074483	2,705.69
01-D00730	DUB ROSS CO.					
	I-0092482-IN	01 -5865218	STREET REPAIR STORM DRAIN REPAIRS		074484	2,500.00
01-D00731	DUDE SOLUTIONS INC. DBA					
	I-R-104070	01 -5225349	SOFTWARE MAIN SOFTWARE RENEWAL 2016		074485	1,922.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-201507017555	01 -5214302	CONSULTANTS CONTRACT LEGAL FEES-JULY 2015		074388	3,125.00
	I-6-30-2015	01 -5214302	CONSULTANTS LEGAL FEES		074386	2,460.00
01-F00020	FAITH MARKETING SOLUTIO					
	I-0D14007609	01 -5321332	COMMUNITY SER WINDOW DECALS-POLICE		074488	596.37
	I-0D14007645	01 -5321332	COMMUNITY SER PROMOTIONAL SUPPLIES		074488	372.56
	I-0D14007646	01 -5321332	COMMUNITY SER PROMOTIONAL SUPPLIES		074488	285.11
	I-0D14007647	01 -5321332	COMMUNITY SER PROMOTIONAL SUPPLIES		074488	268.99
	I-0D14007648	01 -5321332	COMMUNITY SER PROMOTIONAL SUPPLIES		074488	277.55
01-F00040	FEDERAL EXPRESS CORP.					
	I-5-068-60174	01 -5653202	OPERATING SUP SHIPPING FEES		074490	34.81
01-F00141	FIRE STORE					
	I-E1335417.002	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		074491	59.00
	I-E1347052	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		074491	125.98
	I-E1349116	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		074491	250.34
	I-E1349116.001	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		074491	132.00
01-F00371	FIELDS PLUMBING					
	I-168281	01 -5547202	OPERATING SUP FREON FOR CEM AC UNIT		074493	112.50
01-G00130	GALL'S, AN ARAMARK CO.,					
	I-003605181	01 -5321207	CLOTHING ALLO HOLSTER FOR OFFICER		074495	46.38
	I-BC0157123	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		074495	487.88
	I-BC0163263	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		074495	1,772.82
	I-BC0164169	01 -5431204	SMALL TOOLS FLAIR KITS FOR EMS		074495	153.96
	I-BC0165199	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		074495	46.94
01-G00316	GIVENS LAW FIRM, P.C.					
	I-27	01 -5214302	CONSULTANTS LEGAL FEES-R. GREEN		074498	915.00
	I-28	01 -5214302	CONSULTANTS LEGAL FEES-R. GREEN		074498	270.00
01-H00132	HENRY MOSS TRUCKING					
	I-1633	01 -5652319	DEMOLITION DEMO-625 S OAK		074501	9,750.00
	I-1634	01 -5652319	DEMOLITION DEMO-409 N B ST		074501	8,800.00

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00132	HENRY MOSS TRUCKING		continued			
	I-1635	01 -5652319	DEMOLITION	DEMO-105 W SPRINGER	074501	7,450.00
	I-1740	01 -5652319	DEMOLITION	DEMO-513 E SEMINOLE	074501	7,200.00
	I-1741	01 -5652319	DEMOLITION	DEMO-1106 E CHICKASA	074501	2,695.00
01-H00290	HUMPHREY PLUMBING, INC.					
	I-0411	01 -5542316	REPAIRS & MAI	HVAC REPAIRS-STIPE CENTER	074502	1,066.71
01-I00049	IDEAL CLEANING					
	I-201507027564	01 -5548308	CONTRACTED SE	MONTHLY CLEANING SVS-JUNE 2015	074503	1,515.00
01-I00110	IMPRESS OFFICE SUPPLY					
	I-037679	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	074504	3.30
01-I00120	TYLER TECHNOLOGIES					
	I-025-123726	01 -5225349	SOFTWARE MAIN	ANNUAL SUPPORT FEES	074505	36,101.41
	I-201507027565	01 -5213336	FEES	MONTHLY SUPPORT FEES-COURT	074505	100.00
	I-201507027565	01 -5213336	FEES	MONTHLY SUPPORT FEES-COURT	074505	100.00
	I-201507027565	01 -5225349	SOFTWARE MAIN	MONTHLY SUPPORT FEES-IT	074505	220.50
01-I00184	INFINITY INV.					
	I-035649	01 -5215302	CONSULTANTS	CONSULTANT FEE	074506	558.63
01-I00222	INTERNAT'L COUNCIL OF S					
	I-1605205-2015	01 -5210330	DUES & SUBSCR	MEMBERSHIP RENEWAL	074507	50.00
01-J00121	JAMESCO ENTERPRISES, LL					
	I-11026	01 -5431202	OPERATING SUP	JANITORIAL SUPPLIES	074509	94.98
01-J00162	JD THOMAS dba J.D. THOM					
	I-208161	01 -5065404	STREET REPAIR	WATER BREAKS ST. REPAIRS	074510	46,924.25
	I-208163	01 -5065404	STREET REPAIR	STREET REPAIRS-WTR BREAKS	074510	3,059.75
01-J00340	JIM WOOD REFRIGERATION					
	I-15-17196	01 -5548316	REPAIRS & MAI	A/C REPAIRS @ T/C OFFICE	074511	450.06
	I-15-17219	01 -5548316	REPAIRS & MAI	A/C REPAIRS @ T/C OFFICE	074511	450.06
01-K00005	K-BAR CO CONSTRUCTION					
	I-13908	01 -5544316	REPAIRS & MAI	LABOR TO CLEAN OUT CANAL	074512	6,750.00
	I-13912	01 -5544316	REPAIRS & MAI	LABOR TO CLEAN OUT CANAL	074512	2,700.00
01-K00102	KEDDO					
	I-15-00012	01 -5210330	DUES & SUBSCR	MEMBERSHIP FEES	074513	1,084.19
01-K00205	KIAMICHI AUTOMOTIVE WHO					
	I-001723	01 -5432203	REPAIR & MAIN	MISC AUTO REPAIR PARTS	074515	29.99
01-K00290	KUSTOM SIGNALS, INC.					
	I-512341	01 -5321202	OPERATING SUP	RP-1 WIRELESS REMOTE	074519	479.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.					
	I-26089253-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074521	22.65	
	I-26089379-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074521	39.29	
	I-26101399-00	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074521	88.21	
	I-26159336-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074521	8.04	
01-L00428	LOWE'S CREDIT SERVICES					
	I-01625	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074522	94.80	
	I-01674	01 -5548203	REPAIRS & MAI MISC REPAIR ITEMS	074522	440.56	
	I-02007	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074522	605.52	
	I-04866	01 -5547203	REPAIRS & MAI MISC REPAIR ITEMS	074522	74.56	
	I-07942	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074522	56.92	
	I-0901441	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074522	52.34	
	I-0901624	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074522	67.85	
	I-1936	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074522	133.89	
	I-902903	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074522	103.78	
	I-906216	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074523	20.87	
	I-906684	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074523	17.99	
	I-909286	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074523	11.36	
	I-90929	01 -5544316	REPAIRS & MAI REPLACEMENT REF & FREEZER	074523	784.70	
	I-909450	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	074523	187.01	
01-M00280	MEGAPATH					
	I-201507017561	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	074401	417.38	
01-M00470	MILLER BROTHERS ENTERPR					
	I-40486-06	01 -5548316	REPAIRS & MAI GARAGE DOOR REPAIRS	074527	100.00	
01-M00487	MILLER OFFICE EQUIPMENT					
	I-MCA369683	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	074528	90.00	
	I-MCA370182	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS-OVERAG	074528	57.89	
	I-MCA370182-JULY	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	074528	418.70	
01-M00491	MILLER PRODUCTS DBA GEM					
	I-14-02278	01 -5544316	REPAIRS & MAI DIRT FOR INFELD REPAIRS	074359	2,700.00	
	I-14-02358	01 -5544316	REPAIRS & MAI DIRT FOR INFIELDS	074383	2,700.00	
01-MC0095	RICK MCFADDEN					
	I-002692	01 -5544316	REPAIRS & MAI FENCE REPAIRS AT SBC	074529	4,150.00	
	I-002700	01 -5210480	CONTINGENCY FENCE REPAIR @ RECYCLE CT	074529	1,000.00	
	I-002714	01 -5543316	REPAIRS & MAI FENCE REPAIR-J LEE POOL	074529	125.00	
	I-2699	01 -5544316	REPAIRS & MAI FENCE REPAIRS AT SBC	074529	6,850.00	
01-MC0098	MCAFEE & TAFT					
	I-458292	01 -5214302	CONSULTANTS LEGAL FEES	074530	1,440.00	
	I-458293	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	074530	2,927.32	
	I-458294	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074530	660.83	
	I-458295	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074530	456.00	
	I-458296	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	074530	3,411.60	

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-MC0098	MCAFFEE & TAFT		continued			
		I-458297	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074530	840.00
		I-458298	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074530	48.00
		I-458299	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074530	72.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00106562	01 -5543206	CHEMICALS POOL CHEMICALS	074532	220.48
		I-00106727	01 -5543206	CHEMICALS CHEMICALS FOR POOLS	074532	91.69
		I-00106801	01 -5543206	CHEMICALS CHEMICALS FOR POOLS	074532	24.44
		I-00106807	01 -5543206	CHEMICALS POOL CHEMICALS	074532	276.00
		I-00106999	01 -5543206	CHEMICALS POOL CHEMICALS	074532	270.72
		I-00107331	01 -5543316	REPAIRS & MAI COMPUTER FOR CHLORINATOR	074532	4,098.00
		I-00107332	01 -5543202	OPERATING SUP FLOATS FOR SKIMMERS	074532	303.10
01-MC0146	PITTSBURG COUNTY EMERGE					
		I-15-00030	01 -5101353	PITTSBURG EME YRLY MGMT SVS FEES	074533	50,000.00
		I-201507087595	01 -5101353	PITTSBURG EME EMERGENCY MGMT SVS- JULY 2015	074605	4,166.66
01-MC0211	MCAAP RECYCLE					
		I-14-02330	01 -5542203	REPAIRS & MAI BARRELS FOR TRASH RECEPTA	074350	250.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-148-2015	01 -5431330	DUES & SUBSCR YRLY SUBSCRIPTION FEE	074535	119.58
		I-300000979	01 -5211317	ADVERTISING & PUBLICATION FEE	074535	30.99
		I-300001116	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	074535	138.10
		I-300001117	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	074535	16.45
		I-300001118	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	074535	11.20
		I-300001119	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	074535	11.80
		I-300001234	01 -5652317	ADVERTISING & PUBLICATION FEE	074535	354.00
		I-300001402	01 -5652317	ADVERTISING & PUBLICATION FEE	074535	153.00
		I-300001406	01 -5652317	ADVERTISING & PUBLICATION FEE	074535	34.10
		I-668-2015	01 -5431330	DUES & SUBSCR YRLY SUBSCRIPTION FEE	074535	119.58
01-N00343	NORTHERN SAFETY CO INC					
		I-901488756	01 -5865203	REPAIR & MAIN YELLOW BARRIER TAPE	074537	400.32
01-000075	O'REILLY AUTO PARTS					
		C-0230-294944 CR	01 -5431203	REPAIRS & MAI MISC AUTO PARTS	074538	13.10-
		I-0230-294628	01 -5431203	REPAIRS & MAI MISC AUTO PARTS	074538	143.88
		I-0230-294631	01 -5431203	REPAIRS & MAI MISC AUTO PARTS	074538	13.08
		I-0230-294661	01 -5431203	REPAIRS & MAI MISC AUTO PARTS	074538	8.38
01-000136	OKLA SPORTING SUPPLIES					
		I-1376300	01 -5321325	FIRING RANGE AMMO	074539	720.00
		I-1376321	01 -5321325	FIRING RANGE AMMO	074539	1,058.40
01-000410	OKLA STATE UNIVERSITY					
		I-944	01 -5432331	EMPLOYE TRAVE CPR CARDS	074543	200.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000427	OKLA UNIFORM BUILDING C					
		I-JUNE 2015	01 -5652336	FEEES BUILDING PERMIT FEES	074544	112.00
		I-MAY 2015	01 -5652336	FEEES BUILDING PERMIT FEES	074348	104.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-062015-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	074545	2,000.00
01-000531	OKLA MUNICIPAL SERVIC					
		I-027221	01 -5101330	DUES & SUBSCR ANNUAL SERVICE FEES	074546	20,213.73
01-000556	OMAG-OK MUNICIPAL ASSUR					
		C-37460 CR	01 -5215322	LIABILITY INS EQUIP INSURANCE PREM	074547	6.33-
		I-EQUIP-2015-1ST QTR	01 -5215322	LIABILITY INS GF-EQUIP INS	074547	414.72
		I-LIAB-2015-1ST QTR	01 -5215322	LIABILITY INS GF-LIABILITY INS	074547	19,155.66
		I-PROP-2015-1ST QTR	01 -5215322	LIABILITY INS PROPERTY INS PREM	074547	11,847.36
		I-PROP-2015-1ST QTR	01 -5215322	LIABILITY INS PROPERTY INS MISC EQUIP	074547	10.77
01-000561	OMCCA					
		I-14-02350	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OMCCA CONF	074548	450.00
01-000595	OSBI					
		I-15-005677-S	01 -5225349	SOFTWARE MAIN ANNUAL ODIS SUPPORT FEE	074549	5,000.00
01-P00242	PETER STASIAK					
		I-201507067575	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-DEQ MEETING	074552	154.65
01-P00250	PETTY CASH					
		I-201507067578	01 -5865202	OPERATING SUP CLEANING SUPPLIES	074553	4.35
		I-201507067578	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FIRE TRAINING	074553	28.23
		I-201507067578	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-VEHICLE REPAIRS	074553	7.01
		I-201507067578	01 -5865202	OPERATING SUP VEHICLE TAG FEE	074553	1.50
		I-201507067579	01 -5653331	EMPLOYEE TRAV TRAVEL EXP-WORK COMP DEP	074553	14.54
		I-201507067579	01 -5101202	OPERATING SUP COUNCIL MTG EXP	074553	60.00
		I-201507067579	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-VEHICLE REPAIR	074553	23.16
		I-201507067579	01 -5652331	EMPLOYEE TRAV TRAVEL EXP-ELEC TEST	074553	7.59
		I-201507067579	01 -5101202	OPERATING SUP COUNCIL MTG EXP	074553	55.00
		I-201507067579	01 -5652336	FEES REIMB FILING FEE	074553	39.00
01-P00329	PITSTOP					
		I-6563	01 -5542203	REPAIRS & MAI LOCKS FOR STIPE CENTER	074554	375.00
01-P00341	PITTS. COUNTY HEALTH DE					
		I-05/29/2015	01 -5653213	SAFETY EXPENS HEP-B VACCINES	074555	35.00
01-P00421	POLICE LEGAL SCIENCES,					
		I-6573	01 -5324331	EMPLOYEE TRAV DISPATCH PRO RENEWAL	074558	480.00
01-P00451	PURCHASE POWER / PITNEY					
		I-1389093-JUNE 15	01 -5215317	POSTAGE POSTAGE FOR POSTAGE MACH	074560	770.99

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00510	PRO-KIL, INC					
		I-154845	01 -5548316	REPAIRS & MAI PEST CONTROL @ GUN RANGE	074561	170.00
		I-155706	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	074561	126.00
		I-155760	01 -5548203	REPAIRS & MAI PEST CONTROL AT CITY HALL	074561	96.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201507017559	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1699 E CARL ALBER	074402	24.16
01-R00090	RAM INC					
		I-14905	01 -5542212	FUEL EXPENSE DIESEL FOR PARKS SHOP	074563	954.00
01-R00484	ROCK ISLAND STONE, LLC					
		I-14-01641	01 -5210480	CONTINGENCY BRICK REPAIRS ON CHOCTAW	074569	1,730.00
01-R00498	DICKIE WOODRUFF dba PAI					
		I-14-02057	01 -5542203	REPAIRS & MAI LABOR TO PAINT @STIPE POO	074570	160.00
01-S00184	SECURITY BANK CARD CENT					
		I-201507077581	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MEAL	074572	5.40
		I-201507077581	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MEAL	074572	55.72
		I-201507077581	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MEAL	074572	36.59
		I-201507077581	01 -5210330	DUES & SUBSCR TRAVEL EXP-DUES	074572	240.00
		I-201507077581	01 -5652331	EMPLOYEE TRAV TRAVEL EXP-ELECT INSP	074572	766.51
		I-201507077581	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-POLICE TRAINING	074572	141.91
		I-201507077581	01 -5321325	FIRING RANGE POLICE EXP-TOOLS	074572	194.17
		I-201507077581	01 -5865218	STREET REPAIR STREET MARKING PAINT	074572	43.98
01-S00233	SHANNON JOHNSTON					
		I-201507077580	01 -5212308	CONTRACTED SE EMER RECEPTIONIST SVS-7/6/2015	074574	70.00
01-S00329	SHRED-IT USA, INC-OKLAH					
		I-9406241774	01 -5212308	CONTRACTED SE MONTHLY SHREDDING SVS	074575	64.00
01-S00360	SIMPLEXGRINNELL LP					
		I-01427890	01 -5548316	REPAIRS & MAI REPAIRS TO FIRE ALARMS	074576	310.95
01-S00726	STAPLES ADVANTAGE					
		I-20771	01 -5225202	OPERATING SUP OFFICE SUPPLIES	074580	45.35
		I-3268908850	01 -5321202	OPERATING SUP CHAIRS FOR CHIEFS OFFICE	074580	199.99
01-S00957	SUPERIOR SAUNA & STEAM					
		I-SSC 16742	01 -5542316	REPAIRS & MAI HEATER FOR SAUNA-JIS CENT	074582	2,357.92
01-T00010	T. H. ROGERS LUMBER CO.					
		I-504421	01 -5865218	STREET REPAIR FORMING MATERIALS	074584	54.84
		I-504498	01 -5865218	STREET REPAIR FORMING MATERIALS	074584	50.94
		I-505388	01 -5865218	STREET REPAIR FORMING MATERIALS	074584	45.11
		I-505416	01 -5865218	STREET REPAIR FORMING MATERIALS	074584	14.38
		I-505441	01 -5865218	STREET REPAIR FORMING MATERIALS	074584	52.66

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.	continued				
	I-505485	01	-5865218	STREET REPAIR FORMING MATERIALS	074584	8.26
01-T00058	BIZTEL COMMUNICATIONS					
	I-6253	01	-5215315	TELEPHONE UTI YEARLY PHONE SYS MAINT FE	074585	635.00
	I-6254	01	-5215315	TELEPHONE UTI YEARLY PHONE SYS MAINT FE	074585	1,950.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
	I-9959331	01	-5653308	CONTRACTED SE PLAN ADMINISTRATION FEE	074589	1,210.00
01-U00020	UNITED STATES CELLULAR					
	I-0090859897	01	-5544328	INTERNET SERV SBC MONTHLY INTERNET SVS-7/15	074592	52.07
	I-009088317	01	-5215315	TELEPHONE UTI CELL EXP-GENERAL	074592	1,848.88
01-U00051	UTILITY SUPPLY CO., INC					
	I-085115	01	-5548203	REPAIRS & MAI SUPPLIES FOR POOL REPAIRS	074593	54.54
01-U00069	ULINE					
	I-68489841	01	-5320202	OPERATING EXP CID EVIDENCE SUPPLIES	074594	446.00
	I-68489841	01	-5321202	OPERATING SUP CID EVIDENCE SUPPLIES	074594	698.44
01-U00128	UNITED PACKAGING & SHIP					
	I-134352	01	-5544202	OPERATING SUP SHIPPING FEES-WWM SAMPLES	074595	25.14
	I-163708	01	-5431202	OPERATING SUP SHIPPING FEES	074595	20.75
	I-164857	01	-5211202	OPERATING SUP SHIPPING FEES-WWM SAMPLES	074595	14.65
	I-164986	01	-5544316	REPAIRS & MAI SHIPPING FEES-WWM SAMPLES	074595	23.65
01-V00116	VIRGINIA G WEBB					
	I-2015-003	01	-5210480	CONTINGENCY COMMUNICATION SERVICES	074596	800.00
01-W00040	WALMART COMMUNITY BRC					
	I-00022	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074597	249.85
	I-000526	01	-5225349	SOFTWARE MAIN ELECTRONICS AND HARDWARE	074597	765.96
	I-005608	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074597	14.83
	I-007730	01	-5865202	OPERATING SUP OFFICE SUPPLIES	074597	38.60
	I-03039	01	-5543202	OPERATING SUP MISC OPER. SUPPLIES	074597	157.03
	I-04214	01	-5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074597	14.41
	I-04251	01	-5543202	OPERATING SUP MISC OPER. SUPPLIES	074597	12.89
	I-04395	01	-5543202	OPERATING SUP MISC OPER. SUPPLIES	074597	69.58
	I-04517	01	-5543202	OPERATING SUP MISC OPER. SUPPLIES	074597	57.65
	I-05619	01	-5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074597	164.87
	I-06171	01	-5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074597	38.91
	I-06309	01	-5543202	OPERATING SUP MISC OPER. SUPPLIES	074597	51.79
	I-06484	01	-5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074598	78.43
	I-09978	01	-5543202	OPERATING SUP MISC OPER. SUPPLIES	074598	58.69
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1905464.001	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074603	87.99
	I-S1908380.001	01	-5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074603	66.99

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PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00270 WHITE ELECTRICAL SUPPLY continued						
	I-S1909283.001	01	-5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074603	26.03
	I-S1915608.002	01	-5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074603	2.63
FUND 01 GENERAL FUND TOTAL:						\$307,771.32

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 VENDOR SET: 01
 FUND : 02 MPWA

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VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	SHERRI SWIFT	I-201507067574	02	-5216202	OPERATING SUP SHERRI SWIFT: METER TOOLS	074435	81.96
01-A00362	VYVE BROADBAND						
		I-201506177525	02	-5975328	INTERNET SERV INTERNET SVS-UTM	074345	65.21
		I-201507017560	02	-5973328	INTERNET SERV INTERNET SVS-WWTP	074398	69.56
01-A00582	AT&T						
		I-201507017558	02	-5267315	TELEPHONE UTI INTERNET SVS-CITY HALL	074399	1,414.50
01-B00180	UNION IRON WORKS, INC.						
		I-S1864484.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074453	49.14
		I-S1864698.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074453	72.15
		I-S1865359.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074453	9.50
		I-S1865478.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074453	38.59
		I-S1865793.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074453	25.88
		I-S1865831.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074453	31.54
		I-S1865938.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074453	340.91
		I-S1866315.001	02	-5973203	REPAIRS & MAI LIFT STATION SUPPLIES	074453	91.52
		I-S1867440.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074454	139.56
		I-S1868399.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074454	92.66
		I-S1868449.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074454	67.68
		I-S1868631.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	074454	209.19
01-B00491	BRENNTAG SOUTHWEST, INC						
		I-BSW626407	02	-5973206	CHEMICALS CHLORINE FOR WWTP	074459	761.60
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201507017557	02	-5267314	GAS UTILITY GAS EXP-WWTP	074400	23.24
		I-201507017557	02	-5267314	GAS UTILITY GAS EXP-CENTRAL GARAGE	074400	48.94
01-C00840	CRAWFORD & ASSOCIATES P						
		I-9048	02	-5267302	CONSULTANTS SPEC PJT-UB&C	074466	1,737.63
		I-9048	02	-5267302	CONSULTANTS CONSULTANT FEE	074466	2,375.00
01-D00158	DAVID T HARDGRAVE						
		I-4-1505	02	-5973302	CONSULTANTS (MONTHLY PRE-TREATMENT FEE	074469	2,075.52
01-D00322	DEPT. OF ENVIR. QUALITY						
		I-55192019	02	-5864329	DEQ FEES STORM WATER PERMITS	074472	347.71
		I-55192020	02	-5973329	DEQ FEES STORM WATER PERMITS	074473	347.71
		I-55192533	02	-5973329	DEQ FEES STORM WATER PERMITS	074474	347.71
		I-55284068	02	-5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074475	92.00
		I-55284321	02	-5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074476	92.00
		I-55286986	02	-5975329	DEQ FEES WTR LICENSE RENEWAL FEES	074477	46.00
		I-55300394	02	-5871329	DEQ FEES ANNUAL STM WATER FEE	074478	748.11
		I-61013128	02	-5864329	DEQ FEES QTRLY REPORT FEE-LANDFILL	074479	21.19
01-D00323	DEPT. OF ENVIR. QUALITY						

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00323	DEPT. OF ENVIR. QUALITY	continued				
	I-23003314	02 -5974329	DEQ FEES	PW WATER ANALYSIS	074480	598.01
	I-55028103	02 -5973329	DEQ FEES	NPDES FEES-EWWTP	074480	7,614.42
	I-55028104	02 -5973329	DEQ FEES	NPDES FEES-WWWTP	074480	15,083.43
	I-55028359	02 -5974329	DEQ FEES	NPDES FEES-WTP	074480	1,683.36
	I-55364531	02 -5974329	DEQ FEES	ANNUAL PW SUPPLY	074480	7,105.00
01-R00238	ENVIRONMENTAL RESOURCE					
	I-28413	02 -5973304	LAB TESTING	PRETREATMENT TESTING FEE	074486	5,100.00
01-E00321	EVANS ENTERPRISES, INC.					
	I-91119	02 -5973316	REPAIRS & MAI	MOTOR REBUILD @ WWTP	074487	1,852.84
	I-91122	02 -5973203	REPAIRS & MAI	MOTOR REBUILD @ WWTP	074487	1,548.21
01-F00037	FASTENAL					
	I-134465	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	074489	17.61
	I-134506	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	074489	56.34
01-G00375	GRAINGER, INC.					
	C-9725588884 CR	02 -5267202	OPERATING SUP	DOLLY FOR CITY HALL	074499	627.90-
	C-9777154114 CR	02 -5267202	OPERATING SUP	DOLLY FOR CITY HALL	074499	99.00-
	I-9766792601	02 -5267202	OPERATING SUP	DOLLY FOR CITY HALL	074499	217.56
	I-9766978960	02 -5267202	OPERATING SUP	DOLLY FOR CITY HALL	074499	199.08
	I-9767975049	02 -5267202	OPERATING SUP	DOLLY FOR CITY HALL	074499	27.60
	I-9772871845	02 -5267202	OPERATING SUP	DOLLY FOR CITY HALL	074499	207.95
	I-9776032055	02 -5267202	OPERATING SUP	DOLLY FOR CITY HALL	074499	109.04
01-H00290	HUMPHREY PLUMBING, INC.					
	I-0120	02 -5975235	WATER MAIN RE	VAN BUREN WTR LINE PJT	074502	745.90
01-I00110	IMPRESS OFFICE SUPPLY					
	I-037613	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	074504	15.00
	I-037627	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	074504	71.46
	I-037651	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	074504	45.00
	I-037660	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	074504	4.00
01-I00120	TYLER TECHNOLOGIES					
	I-025-128409	02 -5216202	OPERATING SUP	ADDRESS PRESORT UPDATE	074505	1,500.00
	I-025-128727	02 -5216317	POSTAGE	NOTIFICATION CALL FEE	074505	454.50
	I-201507027565	02 -5216336	FEES	MONTHLY SUPPORT FEES-UB&C	074505	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
	I-201506177524	02 -5267313	ELECTRIC UTIL	ELECTRIC EXP-UTM OFFICE	074347	456.94
01-K00225	KI BOIS COMMUNITY ACTIO					
	I-05/31/2015	02 -5866307	CONTRACTED RE	RECYCLE CENTER LABOR	074518	1,800.00
	I-06/30/2015	02 -5866307	CONTRACTED RE	RECYCLE CENTER LABOR	074518	2,010.00
01-L00380	LOCKE SUPPLY CO.					

PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.	continued				
	I-26043275-00	02	-5216202	OPERATING SUP PUMPS FOR METER READERS	074521	84.90
01-L00428	LOWE'S CREDIT SERVICES					
	I-01134	02	-5973316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074522	277.29
	I-02193	02	-5973316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074522	102.41
	I-02430	02	-5973316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074522	185.20
	I-02994	02	-5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	074522	7.78
	I-06795	02	-5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	074522	6.36
	I-906573	02	-5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	074523	30.83
01-L00429	LOVE BOTTLING CO.					
	I-8161732	02	-5973203	REPAIRS & MAI DISTILLED WATER	074524	81.00
01-M00304	MESHEK & ASSOC., PLC					
	I-3053	02	-5871302	CONSULTANTS CONSULTANT FEE-STM WTR	074526	740.00
01-N00250	MCALISTER NEWS CAPITAL					
	I-300001404	02	-5871330	DUES & SUBSCR PUBLICATION FEES	074535	65.65
01-O00275	OKLA DEPT OF COMMERCE					
	I-072015-#8908	02	-5267521	CDBG LOAN #89 CDBG - EDIF #8908	074541	1,145.83
01-O00556	OMAG-OK MUNICIPAL ASSUR					
	C-37460 CR	02	-5267322	LIABILITY INS EQUIP INSURANCE PREM	074547	6.33-
	I-EQUIP-2015-1ST QTR	02	-5267322	LIABILITY INS MPWA-EQUIP INS	074547	175.47
	I-LIAB-2015-1ST QTR	02	-5267322	LIABILITY INS MPWA-LIABILITY INS	074547	3,849.92
	I-PROP-2015-1ST QTR	02	-5267322	LIABILITY INS PROPERTY INS PREM	074547	4,954.86
01-P00040	PACE ANALYTICAL SERVICE					
	I-157520173	02	-5973304	LAB TESTING MONTHLY TESTING FEE	074550	71.22
01-P00250	PETTY CASH					
	I-201507067579	02	-5871331	EMPLOYEE TRAV TRAVEL EXP-DEQ MTG	074553	13.71
01-P00420	POSTMASTER					
	I-POSTAGE-JULY 15	02	-5216317	POSTAGE POSTAGE FOR WATER BILLING	074557	15,000.00
01-P00560	PUBLIC SERVICE/AEP					
	I-201507067577	02	-5267313	ELECTRIC UTIL ELECTRIC EXP-MPWA	074562	36,081.30
01-R00600	RURAL WATER DISTRICT #1					
	I-201507017556	02	-5267316	WATER UTILITY WATER EXP-LANDFILL	074403	14.30
01-S00184	SECURITY BANK CARD CENT					
	I-201507077581	02	-5216202	OPERATING SUP HEADSETS FOR UTIL OFFICE	074572	165.97
	I-201507077581	02	-5871202	OPERATING SUP ENGINEERING MARKING PAINT	074572	43.99
01-S00726	STAPLES ADVANTAGE					

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE		continued			
		I-3268410259	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074580	93.17
		I-3268410260	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074580	9.09
		I-3268908851	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074580	345.31
		I-3268908852	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074580	291.84
		I-3269464306	02 -5216202	OPERATING SUP OFFICE SUPPLIES	074580	857.94
		I-3269464306	02 -5216202	OPERATING SUP OFFICE SUPPLIES	074580	21.45
		I-3269464306	02 -5871202	OPERATING SUP OFFICE SUPPLIES	074580	285.98
		I-3269464307	02 -5267202	OPERATING SUP COPY PAPER FOR CITY HALL	074580	479.84
01-T00058	BIZTEL COMMUNICATIONS					
	I-6253	02 -5267315		TELEPHONE UTI YEARLY PHONE SYS MAINT FE	074585	2,585.00
01-T00630	TWIN CITIES READY MIX,					
	I-110118	02 -5975218		STREET REPAIR CONCRETE FOR WATER BREAKS	074591	920.00
	I-110240	02 -5975218		STREET REPAIR CONCRETE FOR WATER BREAKS	074591	92.00
	I-110352	02 -5975218		STREET REPAIR CONCRETE FOR WATER BREAKS	074591	736.00
01-U00020	UNITED STATES CELLULAR					
	I-0090898317	02 -5267315		TELEPHONE UTI CELL EXP-MPWA	074592	624.02
01-U00051	UTILITY SUPPLY CO., INC					
	I-085110	02 -5216202		OPERATING SUP SUPPLIES FOR POOL REPAIRS	074593	260.00
	I-085111	02 -5975209		UTILITY MAINT WATER METER SUPPLIES	074593	511.94
	I-085112	02 -5975209		UTILITY MAINT WATER METER SUPPLIES	074593	72.00
	I-085113	02 -5975209		UTILITY MAINT WATER METER SUPPLIES	074593	1,086.35
	I-085114	02 -5975209		UTILITY MAINT WATER METER SUPPLIES	074593	137.22
	I-085375	02 -5975209		UTILITY MAINT WATER METER SUPPLIES	074593	277.50
	I-085376	02 -5975209		UTILITY MAINT WATER METER SUPPLIES	074593	85.76
	I-085377	02 -5975209		UTILITY MAINT MISC MAINT & REPAIR ITEM	074593	27.40
	I-085378	02 -5975209		UTILITY MAINT MISC MAINT & REPAIR ITEM	074593	195.56
01-U00128	UNITED PACKAGING & SHIP					
	I-164362	02 -5973304		LAB TESTING SHIPPING FEES-WWM SAMPLES	074595	30.39
	I-164385	02 -5267202		OPERATING SUP SHIPPING FEES-WWM SAMPLES	074595	27.54
				FUND 02 MPWA	TOTAL:	133,098.33

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201507017557	03 -5876314	GAS UTILITY GAS EXP-AIRPORT	074400	31.65
01-D00322	DEPT. OF ENVIR. QUALITY	I-55192018	03 -5876329	DEQ FEES STORM WATER PERMITS	074471	347.71
01-F00170	FIRST NATIONAL BANK	I-072015-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	074492	5,020.00
01-000556	OMAG-OK MUNICIPAL ASSUR	C-37460 CR	03 -5876322	INSURANCE/BON EQUIP INSURANCE PREM	074547	6.34-
		I-EQUIP-2015-1ST QTR	03 -5876322	INSURANCE/BON AIRPORT-EQUIP INS	074547	12.28
		I-PROP-2015-1ST QTR	03 -5876322	INSURANCE/BON PROPERTY INS PREM	074547	2,495.11
01-P00560	PUBLIC SERVICE/AEP	I-201507017559	03 -5876313	ELECTRIC UTIL ELECTRIC EXP-AIRPORT	074402	1,474.83
01-T00370	TIPPIT INSURANCE AGENCY	I-59933	03 -5876322	INSURANCE/BON AIRPORT LIAB INS RENEWAL	074587	900.00
01-U00020	UNITED STATES CELLULAR	I-0090898317	03 -5876315	TELEPHONE UTI CELL EXP-AIRPORT	074592	27.97
			FUND	03 AIRPORT AUTHORITY	TOTAL:	10,303.21

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VENDOR SET: 01

FUND : 00 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201507067569	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	074442	195.00
		I-201507067570	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074442	136.28
01-G00288	GERALDINE E MALKOWSKI					
		I-201507067571	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	074497	195.00
		I-201507067572	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074497	117.30
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-LIAB-2015-1ST QTR	08 -5549322	LIABILITY INS NUTRITION-LIABILITY	074547	1,032.90
01-R00304	RICHELLE CHEYENNE					
		I-201507067573	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074566	117.88
01-S00580	AT & T					
		I-201506247530	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	074364	237.63
01-U00020	UNITED STATES CELLULAR					
		I-0090898317	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	074592	83.91
			FUND 08 NUTRITION	TOTAL:		2,115.90

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VENDOR SET: 01
FUND : 09 LANDFILL RES./SUB-TITLE D

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00244	BIG MAC TANK TRUCKS, LL	I-SI488061	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL	074457	9,765.00
01-P00385	PITTS. CTY. OSU EXT. CE	I-6-30-2015	09 -5864327	SUB TITLE D E SOIL TEST FEE-LANDFILL	074556	50.00
			FUND 09	LANDFILL RES./SUB-TITLE DTOTAL:		9,815.00

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PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALESTER NEWS CAPITAL					
		I-300000988	24 -5876405	AIRPORT DRAIN PUBLICATION FEES	074535	311.12
			FUND	24 AIRPORT GRANT	TOTAL:	311.12

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
		I-62327-1	27 -5655318	PRINTING MCALESTER INFO BOOKLETS	074458	1,812.75
01-G00275	GEORGE PATTON ASSOCIATE					
		I-IN-1532174	27 -5655202	OPERATING SUP BROCHURE HOLDERS-TOURISM	074496	374.95
01-K00208	CHOCTAW COUNTRY					
		I-15-00081	27 -5655214	TOURISM EXPEN MEMBERSHIP FEES	074517	100.00
01-MC0134	MCALESTER MAIN STREET					
		I-062015-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	074531	1,141.59
01-MC0155	SOUTHEASTERN OKLAHOMA R					
		I-63616	27 -5655348	FESTIVAL/JULY JULY 4TH ADS FEES	074534	1,000.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-14-02295	27 -5655348	FESTIVAL/JULY ADS FOR JULY 4 FESTIVAL	074535	620.00
01-P00250	PETTY CASH					
		I-201507067579	27 -5655331	TRAVEL & TRAI PARKING EXP-TOURISM MTG	074553	10.00
		I-201507067579	27 -5655202	OPERATING SUP TOURISM EXP-FREEWHEELING EVENT	074553	44.44
01-P00450	PRIDE IN MCALESTER					
		I-062015-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	074559	2,250.00
01-S00184	SECURITY BANK CARD CENT					
		I-201507077581	27 -5655331	TRAVEL & TRAI TRAVEL EXP-TOURISM TRAINING	074572	258.82
		I-201507077581	27 -5655331	TRAVEL & TRAI TRAVEL EXP-TTIA CLASS	074572	1,455.11
01-U00020	UNITED STATES CELLULAR					
		I-0090898317	27 -5655315	TELEPHONE UTI CELL EXP-TOURISM	074592	52.97
01-W00040	WALMART COMMUNITY BRC					
		I-03641	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	074597	87.73
				FUND 27 TOURISM FUND	TOTAL:	9,208.36

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VENDOR SET: 01

FUND : 20 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH	I-62767783	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	074455	1,299.00
01-J00110	JACKIE BRANNON CORR. CT	I-20150237	28 -5654308	CONTRACT SERV INMATE FEES-JUNE	074508	59.49
01-J00121	JAMESCO ENTERPRISES, LL	I-10899	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	074509	105.80
01-L00078	LAMBERT MECHANICAL INC	I-150268	28 -5654316	REPAIRS & MAI HVAC REPAIRS	074520	1,306.40
		I-150469	28 -5654316	REPAIRS & MAI HVAC REPAIRS	074520	357.50
		I-150471	28 -5654316	REPAIRS & MAI HVAC REPAIRS	074520	863.40
01-000556	OMAG-OK MUNICIPAL ASSUR	I-LIAB-2015-1ST QTR	28 -5654322	LIABILITY INS EXPO-LIABILITY INS	074547	939.00
		I-PROP-2015-1ST QTR	28 -5654322	LIABILITY INS PROPERTY INS PREM	074547	6,998.77
		I-PROP-2015-1ST QTR	28 -5654322	LIABILITY INS PROPERTY INS MISC EQUIP	074547	202.50
01-P00560	PUBLIC SERVICE/AEP	I-201507017559	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO RV PARK	074402	99.69
		I-201507017559	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO	074402	6,369.68
01-S00009	SADLER PAPER CO	I-21099	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	074571	25.64
		I-22411	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	074571	223.30
		I-FIN CHG 06/01/2015	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	074571	5.34
01-S00190	SECURITY SYS. & ENG. IN	I-30123	28 -5654316	REPAIRS & MAI QTRLY ALARM MONT. FEE	074573	135.00
01-U00020	UNITED STATES CELLULAR	I-0090898317	28 -5654315	TELEPHONE UTI CELL EXP-EXPO	074592	83.91
01-W00040	WALMART COMMUNITY BRC	I-02570	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	074597	342.88
			FUND 20 SE EXPO CENTER	TOTAL:		19,417.30

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KIM BOYLES	I-201506297544	29 -5324202	OPERATING SUP KIM BOYLES: OFFICE EXP	074428	52.12
	SHAWN SMITH	I-201506297549	29 -5324207	CLOTHING ALLO SHAWN SMITH: REIMB BOOT ALLOW	074433	97.46
01-A00662	APCO INTERNATIONAL, INC					
	I-00020888		29 -5324331	EMPLOYEE TRAV DISPATCH CERTIFICATION	074446	878.00
01-A00743	ASSOC OF CENTRAL OK GOV					
	I-6872		29 -5324331	EMPLOYEE TRAV COMMUNICATIONS TRAINING	074448	158.00
01-C00146	CANADIAN VALLEY TELEPHO					
	I-1974SZ00801.031		29 -5324315	TELEPHONE UTI PHONE EXP-911 COUNTY TRUNK LN	074346	113.36
01-D00414	DICTATION SALES & SVS.,					
	I-17699		29 -5324402	TECHNOLOGY UP DSS RECORDING SYSTEM	074481	6,000.00
01-000276	OKLA DEPT OF PUBLIC SAF					
	I-04-1600104		29 -5324308	CONTRACTED SE TELETYPE RENTAL FEE	074542	350.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-LIAB-2015-1ST QTR		29 -5324322	LIABILITY INS E-911-LIABILITY INS	074547	845.10
01-P00421	POLICE LEGAL SCIENCES,					
	I-6573		29 -5324331	EMPLOYEE TRAV DISPATCH PRO RENEWAL	074558	1,080.00
01-R00123	RAVE WIRELESS, INC. DBA					
	I-1794		29 -5324308	CONTRACTED SE MASS NOTIFICATION SVS	074564	11,050.00
01-S00580	AT & T					
	I-201507017562		29 -5324315	TELEPHONE UTI PHONE EXP-E-911	074404	2,528.20
	I-40515B45251524-16		29 -5324401	CAPITAL OUTLA E-911 CONTRACT RENEWAL	074578	75,000.00
01-U00020	UNITED STATES CELLULAR					
	I-0090898317		29 -5324315	TELEPHONE UTI CELL EXP-E-911	074592	27.97
01-W00392	WINDSTREAM CORPORATION					
	I-201506247529		29 -5324315	TELEPHONE UTI PHONE EXP-E-911 CTY TRUNK LN	074365	451.46
			FUND 29 E-911	TOTAL:		98,631.67

ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	LEROY ALSUP	I-201506297546	30 -5652331	EMPLOYEE TRAV LEROY ALSUP: TRAVEL EXP	074430	148.61
01-G00093	GOVERNOR'S ECONOMIC DEV					
	I-622		30 -5652331	EMPLOYEE TRAV ANNUAL TRAINING FEES	074494	75.00
01-MC0134	MCALESTER MAIN STREET					
	I-062015-2010/2011		30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	074531	1,141.58
01-000275	OKLA DEPT OF COMMERCE					
	I-072015-#12248		30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	074540	282.50
01-P00450	PRIDE IN MCALESTER					
	I-062015-2010-2011		30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	074559	2,250.00
01-R00260	RETAIL ATTRACTIONS LLC					
	I-0718		30 -5652302	CONSULTANTS ECON DEV CONSULTING SVS	074565	2,500.00
01-R00464	ROBISON INTERNATIONAL,					
	I-062015-2012-13		30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	074568	2,000.00
01-S00184	SECURITY BANK CARD CENT					
	I-201507077581		30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV MTG	074572	186.90
	I-201507077581		30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV MTG	074572	218.69
	I-201507077581		30 -5652350	BUSINESS DEVE TRAVEL EXP-ECON DEV MTG	074572	33.62
01-T00231	THE SPECTRUM GROUP MEMB					
	I-10173		30 -5652340	MCAPP STRATEG ECON DEV CONSULTANT FEES	074586	18,416.67
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	27,253.57

PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00008	T.D. MILLER AND ASSOCIA					
		I-CM-001-2015	32 -5215219	GRANTS - PARK CONSULTANT FEE-MULLEN PK	074583	5,000.00
01-W00193	HTW ENTERPRISES INC dba					
		I-67395	32 -5215214	EXPENSES-DOG REPLACE SIGN @ DOG PARK	074599	7.37
			FUND 32	GRANTS & CONTRIBUTIONS	TOTAL:	5,007.37

PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS					
		I-8117516230756	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074439	122.09
		I-8117516764220	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074439	15.27
		I-8117517543602	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074439	9.97
		I-8117517731350	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074439	39.15
		I-8117517731353	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074439	34.20
		I-8117518031480	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074439	48.71
01-A00751	ATWOODS					
		I-2656/9	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074449	39.06
01-B00150	BEALES GOODYEAR TIRES					
		I-1-16802	35 -5862203	REPAIRS & MAI TIRES FOR LF-7	074452	200.00
01-F00037	FASTENAL					
		I-134300	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	074489	9.78
01-G00490	GRISSOM IMPLEMENT INC					
		I-489588	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	074500	196.05
01-K00190	YELLOWHOUSE MACHINERY C					
		I-66103	35 -5862316	REPAIRS & MAI LABOR TO REPAIR LF DOZER	074514	746.37
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		C-002527 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	15.72-
		I-001241	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	25.70
		I-001376	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	3.69
		I-001466	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	26.66
		I-001715	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	17.98
		I-001766	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	41.98
		I-001814	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	126.73
		I-001828	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	50.12
		I-001875	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	54.36
		I-001991	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	19.62
		I-001995	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	20.99
		I-002009	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	5.48
		I-002166	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074515	10.64
		I-002334	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	134.00
		I-002468	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	142.64
		I-002490	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	82.99
		I-002491	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	1.99
		I-002526	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	147.01
		I-002645	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	5.60
		I-002727	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	45.26
		I-002800	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074516	50.47
01-N00271	FREEDOM FORD INC					
		I-163886	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	074536	39.95
		I-163866	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	074536	79.95

PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	FREEDOM FORD INC		continued			
	I-163875	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIRS	074536	398.25
	I-163901	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIRS	074536	42.95
	I-163903	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIRS	074536	67.48
	I-163967	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIRS	074536	133.72
	I-85170	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIRS	074536	19.58
01-000075	O'REILLY AUTO PARTS					
	I-0230-292425	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	134.48
	I-0230-295172	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	65.70
	I-0230-295336	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	8.48
	I-0230-296327	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	108.94
	I-0230-296448	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	11.46
	I-0230-296632	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	6.41
	I-0230-297069	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	367.92
	I-0230-297408	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	227.79
	I-0230-298116	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	298.99
	I-0230-298283	35 -5862203	REPAIRS & MAI	SMALL AUTO PARTS	074538	16.99
01-R00405	RIVERSIDE AUTO PLEX					
	I-118595	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS & MAINT.	074567	133.96
01-S00384	SMITH DISTRIBUTING					
	I-823588	35 -5862203	REPAIRS & MAI	SMALL MOWER REPAIR PARTS	074577	67.70
01-S00710	STANDARD MACHINE LLC					
	I-242249	35 -5862203	REPAIRS & MAI	PARTS & REPAIRS	074579	25.45
	I-242293	35 -5862203	REPAIRS & MAI	PARTS & REPAIRS	074579	75.28
	I-242364	35 -5862203	REPAIRS & MAI	PARTS & REPAIRS	074579	76.00
01-T00444	TOMAR ELECTRONICS					
	I-077157	35 -5862203	REPAIRS & MAI	LIGHT BARS FOR VEHICLES	074588	4,145.20
01-T00612	TULSA FREIGHTLINER					
	I-125137316	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	074590	5.32
	I-125137577	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	074590	70.63
01-U00020	UNITED STATES CELLULAR					
	I-0090898317	35 -5862315	TELEPHONE UTI	CELL EXP-FLEET MAINT	074592	62.32
01-W00195	WELDON PARTS INC.					
	I-1490278-00	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	074601	86.66
	I-1490849-00	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	074601	40.82
	I-1491231-00	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	074601	126.95
	I-1491558-00	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	074601	154.93
	I-1492767-00	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	074601	136.20
01-W00269	WHITES TRACTORS					
	I-300840	35 -5862203	REPAIRS & MAI	MISC REPAIR PARTS	074602	125.00
			FUND	35 FLEET MAINTENANCE	TOTAL:	9,820.30

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST	I-072015-800150300	41	-5862401	FLEET MAINTEN VEHICLE LEASE 800-1503001-001	074447	3,210.15
01-D00217	DEERE CREDIT, INC.	I-072015-#0063527	41	-5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	074470	1,140.15
		I-072015-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	074470	1,821.57
01-F00170	FIRST NATIONAL BANK	I-072015-#137	41	-5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	074492	3,378.84
01-K00005	K-BAR CO CONSTRUCTION	I-PAYMENT #2	41	-5865401	CAPITAL OUTLA SALT SHED CONSTRUCTION	074512	20,457.25
01-M00159	MARK PROCTOR DBA PROCTO	I-14-01553	41	-5865406	CIP#1 - 17TH CURBS FOR CIP #1-EAST SID	074525	10,500.00
01-M00304	MESHEK & ASSOC., PLC	I-3050	41	-5865407	9TH & ILLINOI CONSULTANT FEE	074526	2,284.00
		I-3061	41	-5871402	STORM WATER P CONSULTANT FEE	074526	5,664.00
01-P00217	FLOYD EUGENE PERRY dba	I-14-02117	41	-5542401	CAPITAL OUTLA STIPE CENTER ROOF REPAIRS	074551	2,835.00
01-S00896	STONE ELECTRIC	I-1879207	41	-5542401	CAPITAL OUTLA ROOF DUCT REPAIRS-JIS	074581	3,100.00
01-T00630	TWIN CITIES READY MIX,	I-110028	41	-5865406	CIP#1 = 17TH CONCRETE FOR CIP#1	074591	10,230.00
		I-110534	41	-5865406	CIP#1 = 17TH CONCRETE FOR CIP#1	074591	4,650.00
		I-110612	41	-5865406	CIP#1 = 17TH CONCRETE FOR CIP#1	074591	930.00
		I-110720	41	-5865406	CIP#1 = 17TH CONCRETE FOR CIP#1	074591	1,348.50
		I-111022	41	-5865406	CIP#1 = 17TH CONCRETE FOR CIP#1	074591	1,162.50
01-W00194	WELCH STATE BANK	I-072015-55766	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	074600	1,517.90
		I-072015-55820	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	074600	2,555.73
			FUND	41	CIP FUND	TOTAL:	76,785.59

PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00046	C D W GOVERNMENT, INC					
	I-VZ20634	44 -5225401	TECHNOLOGY UP EMAIL SERVER & SYSTEMS	074460	1,089.18	
	I-VZ64074	44 -5225401	TECHNOLOGY UP EMAIL SERVER & SYSTEMS	074460	5,990.66	
	I-WB24962	44 -5225401	TECHNOLOGY UP EMAIL SERVER & SYSTEMS	074460	3,785.19	
	I-WH87683	44 -5225401	TECHNOLOGY UP EMAIL SERVER & SYSTEMS	074460	915.66	
			FUND 44 TECHNOLOGY FUND	TOTAL:	11,770.69	
				REPORT GRAND TOTAL:	771,309.78	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2014-2015	01 -2105	COLLECTION AGENCY 25% (COU	8,412.00				
	01 -5101202	OPERATING SUPPLIES	115.00	3,750	2,119.31		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	0.00		
	01 -5210302	CONSULTANTS/LABOR RELATION	11,121.44	68,000	22,502.64-	Y	
	01 -5210330	DUES & SUBSCRIPTIONS	240.00	3,300	308.11-	Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	97.71	6,100	693.39-	Y	
	01 -5210480	CONTINGENCY	3,530.00	11,909	3,791.74		
	01 -5211202	OPERATING SUPPLIES	14.65	3,700	883.96		
	01 -5211317	ADVERTISING & PRINTING	30.99	700	614.65		
	01 -5212308	CONTRACTED SERVICES	64.00	1,150	302.00		
	01 -5212317	ADVERTISING & PRINTING	177.55	2,000	49.78-	Y	
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	450.00	2,100	950.88-	Y	
	01 -5214302	CONSULTANTS	5,085.00	95,000	19,966.81-	Y	
	01 -5215302	CONSULTANTS	558.63	35,000	637.31		
	01 -5215312	EQUIPMENT RENTALS	931.39	21,000	5,688.28-	Y	
	01 -5215313	ELECTRIC UTILITY	24.16	294,500	4,604.30-	Y	
	01 -5215314	GAS UTILITY	88.62	29,200	13,786.79-	Y	
	01 -5215315	TELEPHONE UTILITY	63.59	35,000	1,164.92		
	01 -5215317	POSTAGE	770.99	12,600	510.82		
	01 -5225202	OPERATING SUPPLIES	45.35	1,500	432.15		
	01 -5225349	SOFTWARE MAINTENANCE	2,365.96	75,000	11,047.33		
	01 -5320202	OPERATING EXPENSE	490.95	4,500	242.15		
	01 -5320331	EMPLOYEE TRAVEL & TRAINING	489.78	3,000	799.78		
	01 -5321202	OPERATING SUPPLIES	1,419.38	15,000	281.87		
	01 -5321207	CLOTHING ALLOWANCE	46.38	52,320	9,687.60		
	01 -5321325	FIRING RANGE	1,972.57	7,500	2,752.85		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	148.92	10,000	1,770.43		
	01 -5321332	COMMUNITY SERVICES PROGRAM	1,800.58	7,500	185.21		
	01 -5322202	OPERATING SUPPLIES	95.00	2,500	1,730.00		
	01 -5324207	CLOTHING ALLOWANCE	100.00	1,000	257.96		
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	858.00	2,000	591.21		
	01 -5431202	OPERATING SUPPLIES	907.53	16,900	948.31		
	01 -5431203	REPAIRS & MAINT SUPPLIES	163.60	7,900	1,128.44		
	01 -5431204	SMALL TOOLS	153.96	4,100	1,234.09		
	01 -5431207	CLOTHING ALLOWANCE	2,874.96	26,600	773.96-	Y	
	01 -5431316	REPAIRS & MAINTENANCE	208.00	2,000	981.37		
	01 -5431328	INTERNET SERVICE	125.90	3,829	5.37		
	01 -5431329	PROMOTIONAL	713.00	5,000	1,215.38		
	01 -5431330	DUES & SUBSCRIPTIONS	364.11	8,000	1,182.89		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	2,025.61	8,300	787.65		
	01 -5432203	REPAIR & MAINT SUPPLIES	29.99	5,000	666.09		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	200.00	3,500	582.99		
	01 -5542202	OPERATING SUPPLIES	120.99	2,200	332.67		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,512.02	53,500	3,608.31		
	01 -5542204	SMALL TOOLS	129.29	3,000	3.07-	Y	

** 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	-5542212	FUEL EXPENSE	954.00	34,000	9,452.99		
01	-5542308	CONTRACTED SERVICES	1,250.00	14,400	933.76		
01	-5542316	REPAIRS & MAINTENANCE	3,424.63	7,000	40.37		
01	-5543202	OPERATING SUPPLIES	710.73	11,000	909.12		
01	-5543203	REPAIRS & MAINT SUPPLIES	470.55	9,000	65.76-	Y	
01	-5543206	CHEMICALS	883.33	16,000	3,654.70		
01	-5543316	REPAIRS & MAINTENANCE	5,208.78	5,000	4,020.83-	Y	
01	-5544202	OPERATING SUPPLIES	25.14	15,800	3,996.84		
01	-5544203	REPAIRS & MAINTENANCE SUPP	63.77	13,500	4,795.59		
01	-5544316	REPAIRS & MAINTENANCE	22,508.35	0	25,951.01-	Y	
01	-5547202	OPERATING SUPPLIES	112.50	600	114.86		
01	-5547203	REPAIRS & MAINT SUPPLIES	131.54	11,000	749.09-	Y	
01	-5547308	CONTRACTED SERVICES	368.04	4,660	243.68		
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,611.13	50,000	106.65-	Y	
01	-5548308	CONTRACTED SERVICES-CLEANI	1,515.00	21,950	60.00-	Y	
01	-5548316	REPAIRS & MAINTENANCE	1,031.01	22,500	9,496.05-	Y	
01	-5652317	ADVERTISING & PRINTING	541.10	2,300	793.31		
01	-5652319	DEMOLITION	35,895.00	57,000	21,062.00		
01	-5652331	EMPLOYEE TRAVEL & TRAININ	774.10	5,600	757.84		
01	-5652336	FEES	255.00	1,800	485.00		
01	-5653202	OPERATING SUPPLIES	34.81	1,000	28.72		
01	-5653213	SAFETY EXPENSE	342.83	28,620	1,033.72		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	14.54	2,500	1,791.63		
01	-5865202	OPERATING SUPPLIES	44.45	1,200	787.18		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	587.33	60,500	11,414.28		
01	-5865218	STREET REPAIRS & MAINTENAN	2,992.11	261,000	12,306.68		
01	-5865404	STREET REPAIR PROJECT	46,924.25	210,000	135,500.95		
02	-5216202	OPERATING SUPPLIES	1,390.26	10,000	655.07		
02	-5216317	POSTAGE	454.50	40,000	2,519.10		
02	-5267202	OPERATING SUPPLIES	1,416.58	9,472	1,904.14		
02	-5267302	CONSULTANTS	4,112.63	42,000	3,676.40		
02	-5267313	ELECTRIC UTILITY	36,538.24	392,448	23,275.73-	Y	
02	-5267314	GAS UTILITY	72.18	8,000	3,926.43-	Y	
02	-5267315	TELEPHONE UTILITY	1,414.50	83,827	3,417.76-	Y	
02	-5267316	WATER UTILITY	14.30	3,300	3,058.39		
02	-5864329	DEQ FEES	21.19	2,000	1,540.81		
02	-5866307	CONTRACTED RECYCLE SERVICE	3,810.00	22,800	450.00		
02	-5871202	OPERATING SUPPLIES	329.97	2,500	1,712.00		
02	-5871302	CONSULTANTS	740.00	85,000	46,435.24		
02	-5871329	DEQ FEES	748.11	1,000	251.89		
02	-5871330	DUES & SUBSCRIPTIONS	65.65	1,300	172.04		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	13.71	3,400	1,643.12		
02	-5973203	REPAIRS & MAINT SUPPLIES	1,794.68	45,000	8,581.75		
02	-5973206	CHEMICALS	761.60	2,400	834.06-	Y	
02	-5973302	CONSULTANTS (IND. PRETREAT	2,075.52	22,000	4,190.21		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	02 -5973304	LAB TESTING	5,201.61	32,100	527.00		
	02 -5973316	REPAIRS & MAINTENANCE	2,417.74	22,000	516.40		
	02 -5973329	DEQ FEES	22,881.85	15,000	10,001.43-	Y	
	02 -5974329	DEQ FEES	9,386.37	6,000	3,386.37-	Y	
	02 -5975209	UTILITY MAINTENANCE SUPP.	3,515.50	82,500	10,893.22		
	02 -5975218	STREET REPAIRS & MAINTENAM	1,748.00	115,000	15,556.47		
	02 -5975235	WATER MAIN REPAIR	745.90	44,571	14,268.70		
	02 -5975328	INTERNET SERVICE	65.21	756	10.70-	Y	
	02 -5975329	DEQ FEES	46.00	2,000	1,214.00		
	03 -5876313	ELECTRIC UTILITY	1,474.83	13,800	1,148.32-	Y	
	03 -5876314	GAS UTILITY	31.65	500	117.76		
	08 -5549308	CONTRACT SERVICES	761.46	15,500	260.17		
	08 -5549315	TELEPHONE UTILITY	237.63	3,386	292.69-	Y	
	09 -5864327	SUB TITLE D EXPENSE	9,815.00	80,000	4,392.80-	Y	
	24 -5876405	AIRPORT DRAINAGE PROJECT	311.12	405,251	404,939.88		
	27 -5655202	OPERATING SUPPLIES	507.12	4,000	1,987.09		
	27 -5655318	PRINTING	1,812.75	15,000	5,851.26		
	27 -5655331	TRAVEL & TRAINING	1,723.93	5,000	2,096.22		
	27 -5655348	FESTIVAL/JULY 4TH	1,620.00	16,000	1,004.91		
	27 -5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	0.00		
	27 -5655353	MAIN STREET PROGRAM	1,141.59	13,700	0.92		
	28 -5654203	REPAIR & MAINT SUPPLIES	360.08	16,846	2,826.34		
	28 -5654210	CONCESSION SUPPLIES	1,641.88	16,721	2,383.24-	Y	
	28 -5654308	CONTRACT SERVICES	59.49	3,046	2,208.03		
	28 -5654313	ELECTRIC UTILITY	6,469.37	57,000	12,468.43-	Y	
	28 -5654316	REPAIRS & MAINTENANCE	2,662.30	31,100	3,474.05-	Y	
	29 -5324202	OPERATING SUPPLIES	52.12	4,000	965.24		
	29 -5324207	CLOTHING ALLOWANCE	97.46	2,750	1,220.68		
	29 -5324308	CONTRACTED SERVICES	11,050.00	67,100	59.49		
	29 -5324315	TELEPHONE UTILITY	564.82	59,499	4,605.31		
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	1,036.00	4,500	955.23		
	29 -5324402	TECHNOLOGY UPGRADES	6,000.00	55,331	733.50-	Y	
	30 5211352	MISC PRIDE IN MCALESTER	2,250.00	20,100	1,100.00		
	30 -5211353	MAIN STREET PROGRAM	1,141.58	12,600	1,098.96-	Y	
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	0.00		
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	554.20	17,500	4,199.42		
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	33.62	24,600	7,688.00		
	32 -5215214	EXPENSES-DOG PARK	7.37	4,792	868.85		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	9,011.61	240,000	21,476.32		
	35 -5862316	REPAIRS & MAINTENANCE	746.37	30,000	8,613.53-	Y	
	41 -5542401	CAPITAL OUTLAY	5,935.00	124,100	2,946.99-	Y	
	41 -5865401	CAPITAL OUTLAY	20,457.25	91,000	246.00		
	41 -5865406	CIP#1 - 17TH STREET	28,821.00	119,020	41,238.59		
	41 -5865407	9TH & ILLINOIS DRAINAGE PR	2,284.00	300,000	271,336.00		
	41 -5871402	STORM WATER PROJECT	5,664.00	67,000	39,564.40		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	44 -5225401	TECHNOLOGY UPGRADES	11,770.69	158,471	20,131.00-	Y	
	** 2014-2015 YEAR TOTALS **		425,950.66				
2015-2016	01 -5101330	DUES & SUBSCRIPTIONS	20,213.73	25,000	4,786.27		
	01 -5101353	PITTSBURG EMERGENCY MGMT	54,166.66	50,000	4,166.66-	Y	
	01 -5210330	DUES & SUBSCRIPTIONS	1,134.19	3,300	2,165.81		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	154.65	6,500	6,345.35		
	01 -5212308	CONTRACTED SERVICES	70.00	1,360	1,290.00		
	01 -5213336	FEES	200.00	2,400	2,200.00		
	01 -5214302	CONSULTANTS	3,125.00	115,000	96,875.00		
	01 -5215202	OPERATING SUPPLIES	3.30	30,000	14,619.00		
	01 -5215312	EQUIPMENT RENTALS	508.70	30,836	9,893.89		
	01 -5215315	TELEPHONE UTILITY	4,851.26	33,000	28,148.74		
	01 -5215322	LIABILITY INSURANCE/BONDS	31,422.18	146,523	16,742.32		
	01 -5225349	SOFTWARE MAINTENANCE	48,996.07	70,000	21,003.93		
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	480.00	2,000	1,520.00		
	01 -5431207	CLOTHING ALLOWANCE	120.00	23,025	22,305.00		
	01 -5431328	INTERNET SERVICE	62.95	4,200	4,137.05		
	01 -5431330	DUES & SUBSCRIPTIONS	1,250.00	8,000	6,630.42		
	01 -5542308	CONTRACTED SERVICES	126.00	15,000	13,424.00		
	01 -5544316	REPAIRS & MAINTENANCE	4,150.00	0	4,150.00-	Y	
	01 -5544328	INTERNET SERVICE	52.07	1,360	1,307.93		
	01 -5547328	INTERNET SERVICE	61.07	750	688.93		
	01 -5548316	REPAIRS & MAINTENANCE	450.06	22,000	21,189.94		
	01 -5653308	CONTRACTED SERVICES	1,210.00	7,500	5,000.00		
	01 -5865218	STREET REPAIRS & MAINTENAN	8.26	235,000	207,800.00		
	01 -5865328	INTERNET SERVICE	83.85	1,920	1,836.15		
	01 -5865404	STREET REPAIR PROJECT	3,059.75	180,000	176,940.25		
	02 -5216202	OPERATING SUPPLIES	1,581.96	9,000	2,523.36		
	02 -5216317	POSTAGE	15,000.00	45,000	15,000.00		
	02 -5216336	FEES	293.16	4,100	3,806.84		
	02 -5267315	TELEPHONE UTILITY	3,209.02	85,000	76,775.62		
	02 -5267322	LIABILITY INSURANCE/BONDS	8,973.92	48,652	12,586.61		
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	12,604.17		
	02 -5864329	DEQ FEES	347.71	2,000	1,652.29		
	02 -5973328	INTERNET SERVICE	69.56	824	754.44		
	02 -5973329	DEQ FEES	695.42	18,000	17,304.58		
	03 -5876315	TELEPHONE UTILITY	27.97	340	312.03		
	03 -5876322	INSURANCE/BONDS	3,401.05	11,295	364.00		
	03 -5876329	DEQ FEES	347.71	700	352.29		
	03 -5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	55,220.00		
	08 -5549315	TELEPHONE UTILITY	83.91	3,800	3,716.09		
	08 -5549322	LIABILITY INSURANCE/BONDS	1,032.90	4,585	421.52		
	27 -5655214	TOURISM EXPENSE	100.00	34,500	31,900.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	27 -5655315	TELEPHONE UTILITY	52.97	1,000	947.03		
	28 -5654315	TELEPHONE UTILITY	83.91	2,000	1,832.02		
	28 -5654322	LIABILITY INSURANCE/BONDS	8,140.27	24,478	8,004.27-	Y	
	29 -5324308	CONTRACTED SERVICES	350.00	54,629	52,229.00		
	29 -5324315	TELEPHONE UTILITY	2,556.17	66,500	63,247.07		
	29 -5324322	LIABILITY INSURANCE/BONDS	845.10	3,325	68.18-	Y	
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	1,080.00	4,500	3,420.00		
	29 -5324401	CAPITAL OUTLAY	75,000.00	38,900	36,100.00-	Y	
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	3,107.50		
	30 -5652302	CONSULTANTS	2,500.00	120,000	88,999.91		
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	75.00	22,500	22,425.00		
	30 -5652340	MCAPP STRATEGIC PLAN PROJE	18,416.67	0	260,000.00-	Y	
	32 -5215219	GRANTS - PARKS	5,000.00	0	5,000.00-	Y	
	35 -5962315	TELEPHONE UTILITY	62.32	750	687.68		
	41 -5862401	FLEET MAINTENANCE	3,210.15	66,983	63,772.85		
	41 -5865510	LEASE PAYMENTS	10,414.19	87,804	77,389.81		
	** 2015-2016 YEAR TOTALS **		345,359.12				

NO ERRORS

** END OF REPORT **

PACKET: 12964 CLAIMS FOR 07/14/2015

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	6/2015	8,403.49CR
01	7/2015	349,367.83CR
02	6/2015	522.15CR
02	7/2015	132,576.23CR
03	7/2015	10,303.21CR
08	6/2015	237.63CR
08	7/2015	1,878.27CR
09	7/2015	9,815.00CR
24	7/2015	311.12CR
27	7/2015	9,208.36CR
28	7/2015	19,417.30CR
29	6/2015	564.82CR
29	7/2015	98,066.85CR
30	7/2015	27,253.57CR
32	7/2015	5,007.37CR
35	7/2015	9,820.30CR
41	7/2015	76,785.59CR
44	7/2015	11,770.69CR

=====

ALL \$721,309.78

ACH PAYMENT
FOR
July 14, 2015
CLAIMS

PAGE : 1

TENDOR SET: 01

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-T00500 PARROTT COMPANY, LLC									
I 2015	07027566	TOURISM OFFICE RENT-JULY 20 FNB			E	7/02/2015	558.20	558.20CR	
		G/L ACCOUNT					558.20		
	27 5655340	OFFICE RENT					558.20	TOURISM OFFICE RENT-JULY 2015	
		VENDOR TOTALS	EFT				558.20	558.20CR	0.00
							558.20	0.00	

REPORT TOTALS

FUND DISTRIBUTION

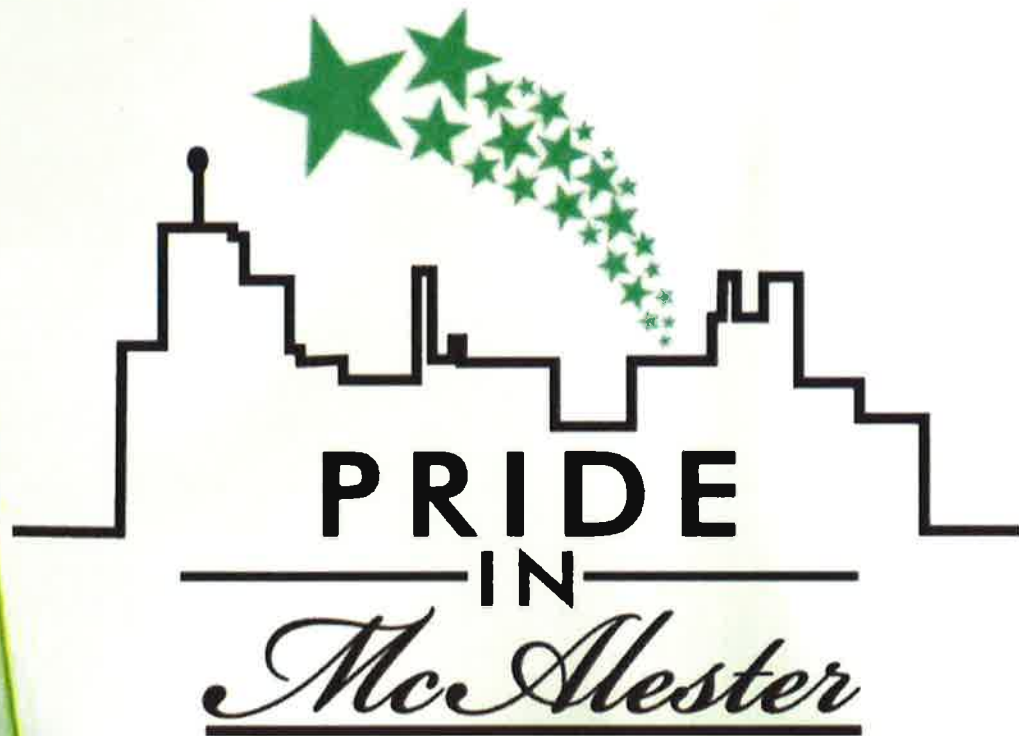
FUND NO#	FUND NAME	AMOUNT
27	TOURISM FUND	558.20CR
** TOTALS **		558.20CR

TYPE OF CHECK TOTALS

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS		0.00 0.00	0.00 0.00	0.00
EFT		558.20 558.20	558.20CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS		558.20 558.20	558.20CR 0.00	0.00

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 0



Pride In McAlester
Year-End Report
July 2014 to June 2015

Board of Directors:

Justin Few, President

Carol Bishop, Treasurer

Tabitha Howell, Secretary

Margaret Fields

David Beall

Vickie Cherry

Cara Dorrell

Mel Priddy

Staff:

Elizabeth Megaffin, Executive Director

Krystal Baker, Project Assistant

Membership:

22 Individual Members

9 Family Memberships

15 Lifetime Memberships

8 Non-Profit Members

17 Business Members

(1) Perma-Partners

PIM Board Meetings

Pride In McAlester Board of Director Meetings are held on the first Thursday of every month at 12:00 p.m. at the PIM Office located at 119 E. Choctaw, Suite 102 in McAlester. During the first quarter two BOD meetings were held, three during the second quarter, three during the third quarter and two during the fourth quarter for a total of ten meetings in FY 2014-2015.

PIM Membership Meetings

Pride In McAlester Membership Meetings are held on the second Thursday of every month at 6:00 p.m. at the McAlester Campus of Eastern Oklahoma State College. Two meetings were held during the first quarter, three meetings during the second quarter, two meetings during the third quarter, and two meetings in the fourth quarter for a total of nine meetings in FY 2014-2015. An average of thirteen people attended membership meetings.

Volunteerism

PIM held nine community volunteer days during the FY 2014-2015 and participated in twenty-two additional days of events for a total of thirty-one volunteer opportunities through the year.

PIM Financial Statement

Revenue	Year-End Actual	Annual Budget
Donations	\$66,800.10	\$5,000.00
Fundraiser	\$42,200.32	\$37,000.00
Grants	\$8,150.00	\$1,000.00
McAlester City Contract	\$54,000.00	\$60,000.00
Membership	\$5,056.90	\$1,200.00
Total Revenue	\$176,207.07	\$104,200.00

Operating Expenses

Advertising and Printing	\$1,900.77	\$2,500.00
Awards and Events	\$2,060.16	\$2,000.00
Discretionary Expenses*	\$6,517.53	\$2,200.00
Fundraiser	\$41,250.00	\$16,000.00
Insurance	\$1,650.00	\$2,500.00
Office Expense Rent	\$7,200.00	\$5,000.00
Office Supplies	\$3,200.99	\$3,000.00
Postage	\$58.00	\$400.00
Professional Dues	\$400.00	\$500.00
Salary and Payroll WC Taxes	\$47,322.64	\$40,000.00
Telephone and Internet	\$430.00	\$2,000.00
Travel Expense	\$1460.00	\$2,000.00
Utilities	\$0.00	\$2,700.00
Vehicle Expenses	\$500.00	\$1,500.00
Waste Removal and Trans	\$21,900.00	\$21,000.00
High School Auxiliary Budget	\$500.00	\$500.00
Total Expenses	\$136,025.00	\$103,800.00
Net Income	\$40,182.07	\$400.00

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

PIM Value & Report Totals

Volunteers

Total Number of Volunteers: 257

Total Number of Project Volunteer Hours: 1,152

Total Number of Flea Market Volunteer Hours: 3,459

Total Value of Volunteer Hours (hrs x \$20.88): \$96,277.68

Donations

Direct Donations: \$65,814.90 Membership: \$5,056.90

Flea Market Funds: \$34,522.47 Grants: \$2,300.00

In-Kind Donations and Reduced Service Expenses: \$21,000.00

Total Value of Donations, Fundraisers, etc.: \$128,694.27

Reduced Expenses to Citizens:

Landfill Tipping Fees Avoided (1,720 vehicles x \$40 fee): \$68,800.00

Total: \$68,800.00

Total Value of PIM Activities and Donations: \$293,771.95

City of McAlester Contribution: \$54,000.00

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

Public Outreach

Pride In McAlester continued to operate the Pride In McAlester, McAlester Recycling Center, Pride In McAlester Flea Market, and Community Garden Facebook pages for social media outreach. Number of "Likes" as of June 29th, 2015:

Pride In McAlester: **994**

Pride In McAlester Flea Market: **538**

McAlester Recycling Center: **291**

Community Garden: **301**

The Facebook logo, consisting of the word "facebook" in white lowercase letters on a dark blue rectangular background.

Print Media

Regular advertising, articles, and press releases were sent to local newspapers, including the *McAlester News-Capital* and the *Bargain Journal*. The News-Capital has printed many of PIM's press releases, along with articles about the Fall and Spring Cleanups, Keep America Beautiful's Cigarette Litter Prevention

McAlester Radio

Executive Director Regina Peoples/Elizabeth Megaffin continued radio shows as the guest of Megan Waters on KNED AM 1150 eleven times during FY 2014-2015.



Websites

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

www.prideinmcalester.com

www.oklatheater.com



Monthly PIM Newsletters

Pride In McAlester publishes a monthly e-mail newsletter to keep members and supporters up-to-date on activities within the organization. As of June 30, 2015 286 individuals subscribed to the PIM newsletter.

Newsletter Release Dates

July 31, 2014
August 29, 2014
October 1, 2014
October 31, 2014
November 28, 2014
December 23, 2014
February 3, 2015
February 28, 2015
March 31, 2015
April 30, 2015
May 31, 2015
June 30, 2015



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

2014-2015 At A Glance

Projects and Participation

July 2014:

Community Volunteer Day—Pack and clean old Flea Market for moving
PIM becomes Keep America Beautiful Affiliate

August 2014:

Community Volunteer Day—Litter Pick up for PIM's Adopt a Block area
Community Volunteer Day—Culture Fest event

September 2014:

Fresh Paint Days—painted and cleaned up building on Carl Albert Parkway
Community Volunteer Day—PIM partnered with the local assembly of International Order of the Rainbow for Girls to paint and strip parking lot at MHS.
City-Wide Litter Pickup

October 2014:

Fall Cleanup
8th Grade Career and College Expo
Make A Difference Day

November 2014:

Keep Oklahoma Beautiful Environmental Excellence Awards
America Recycles Day
Holiday Recycling Drive

December 2014:

Community Volunteer Day— Litter pick up at PIM's Adopt a Block area
Festival of Trees
McAlester Main Street Christmas Parade Participation

January 2015:

February 2015:

Volunteer Appreciation Banquet

March 2015:

Community Volunteer Days— Work with Main Street, replacing light bulbs and cleaning bulbs in Old Town.

Arbor Week Observation

April 2015:

Great American Cleanup™ in Oklahoma

Earth Day presentation at Library

May 2015:

Outdoor Classroom

Community Volunteer Day—Planting flowers along Carl Albert

J.T. Collier Memorial Leadership Scholarship Awarded

Locker Clean out at MHS

June 2015:

Adopt A Block planning

Recycling Presentation and activities for children at Recycling Center

Recycling Presentation and activities for children at the Grand Ave. Community Center

Executive Director, Elizabeth Megaffin joined Rotary Club

July Community Volunteer Day



On Saturday, July 12th, 4 volunteers helped pack and clean at the Flea Market on Wyandotte Avenue to prepare for the store's big move.

With help from volunteers over a few weeks, the Pride In McAlester Flea Market was moved from its location on Wyandotte to a retail building located in downtown McAlester.



Pride In McAlester becomes Keep America Beautiful Affiliate

Pride In McAlester was recognized as a Keep America Beautiful Affiliate at a ceremony on September 16th. Cecile Carson, KAB Senior Director of Affiliation Development, spoke about Keep America Beautiful and its programs during the event. As a KAB Affiliate, Pride In McAlester can now utilize the nationwide organization's educational materials, programs, and workshops to further enhance our community. PIM also gains access to grants only offered to Keep America Beautiful Affiliates.

KEEP AMERICA BEAUTIFUL



August Community Volunteer Day



On August 9th, 12 volunteers showed up to pick up litter from Pride In McAlester's Adopt a Block area.

Trifecta Communications was in attendance to collect footage for a Keep Oklahoma Beautiful public service announcement while volunteers collected litter from Strong Avenue to Polk Avenue. As 2013's Affiliate of the Year, PIM will be featured in one version of the PSA.



SATURDAY, AUGUST 9th
COMMUNITY VOLUNTEER DAY

VOLUNTEERS WILL MEET AT 9:00 AM AT NASCATO CHIROPRACTIC ON STRONG BLVD.







Come help us pick up litter from PIM's Adopt a Block
and help beautify McAlester!

August Community Volunteer Day

CultureFest



August 16th hosted CultureFest in downtown McAlester, Oklahoma. Twenty-five volunteers helped with holding this fun event. Performers ranged from bands playing bluegrass to Bolivian pan flutes, hula dancers, and even stunt riders performing tricks on bicycle ramps. The community enjoyed the event and many citizens came to browse the entertainment, vendors, and food.

Pride In McAlester is part of the CultureFest committee which plans and holds this event. The committee is comprised of PIM, McAlester Main Street, McAlester Area Arts and Humanities Council, City of McAlester Tourism Department, and the McAlester Chamber of Commerce; This event is a great example of local organizations working together successfully.



September Community Volunteer Days

Fresh Paint Days

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

Thanks to donated paint from H.I.S. Coatings and a supply stipend from Lowe's Home Improvement, the building on Carl Albert Parkway looks much better.

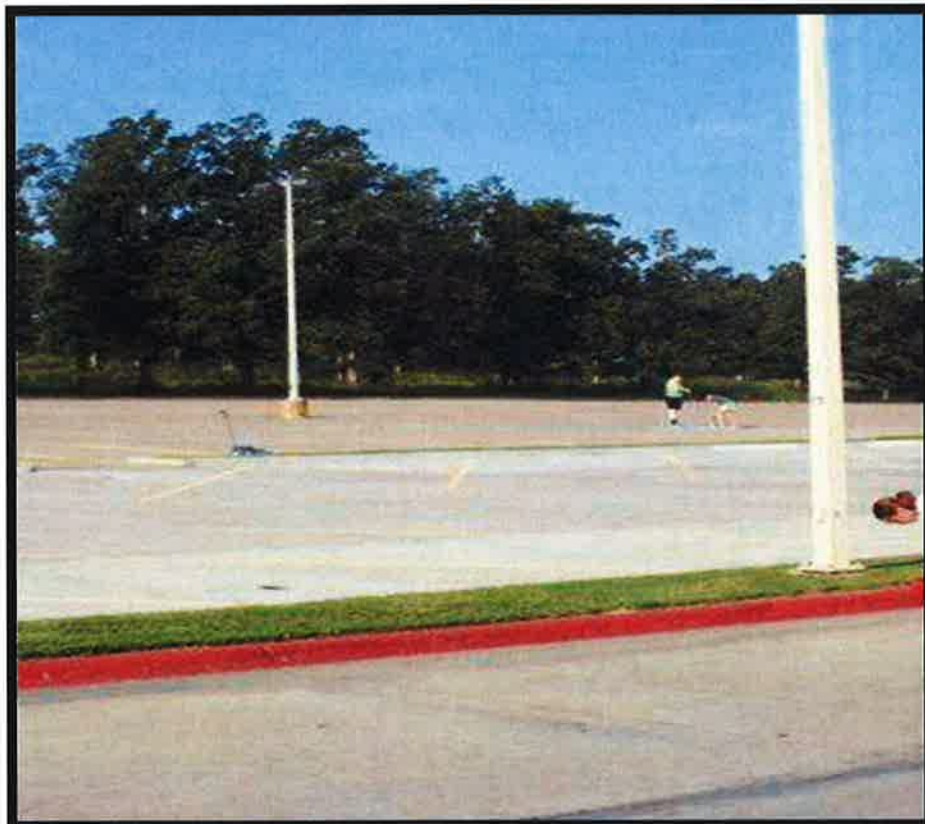
Volunteers worked on two separate days to complete this project. On September 13th, volunteers removed old paint to prepare for the painting that occurred on September 20th. This fresh coat of paint helped improve the appearance of the building, thereby helping improving the surrounding area.



September Community Volunteer Days

Parking lot project started at MHS

Also in September, Pride In McAlester partnered with the local assembly of International Order of the Rainbow for Girls to paint and stripe the parking lot at McAlester High School. Nine young women and Pride In McAlester President Justin Few worked for several hours to give the parking lot a fresh coat of paint.



Citywide Litter Pickup

Pride In McAlester offered use of trash grabbers, trash bags, gloves, and safety vests on September 27th for the Citywide Litter Pickup. The supplies were kept at the Pride In McAlester Flea Market during the event to encourage citizens to take a look at the new store while participating in cleaning up the community.





Fall Cleanup

October 4th, 5th, 11th, 12th

(Prescription drug disposal on Sunday, October 12th.)



Recycling
tires helps
fight
mosquitoes!



Sundays — 12 PM to 3 PM
Saturdays — 9 AM to 3 PM



Anything powered by electricity/batteries
can be recycled!

Accepting Bulk Trash, Metal, Electronics, and Tires

Please remove tires from rim.



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

PLEASE TAKE BRUSH DIRECTLY TO MUNICIPAL LANDFILL.
OPEN SAME HOURS AS CLEANUP.

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

No commercial business please.

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



Mayoral Proclamation

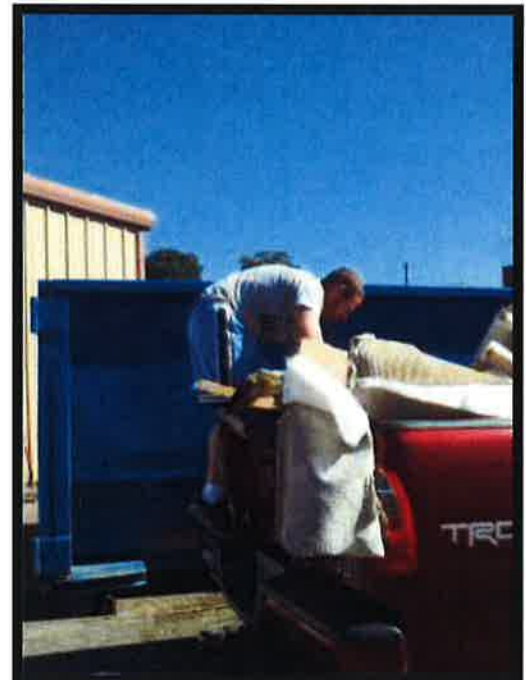
“Make McAlester Beautiful Month”



Fall Cleanup

The 2014 Pride In McAlester Fall Cleanup started on October 4th and ran every Saturday and Sunday through October 12th. Fifty-three onsite volunteers and in-kind employees contributed 198 hours to the cleanup, assisting more than 315 vehicles disposing of bulk trash, metal, tires, electronics, brush, and prescription drugs. 499 citizens spent more than 1,000 hours cleaning and delivering items to the cleanup.

Material	Weight Collected
Prescription Drugs	7 pounds
Electronics	14,125 pounds
Metal	12921 pounds
Tires	125 tires (2,500 pounds)
Bulk Waste	166,880 pounds
Total	196,433 pounds



Donation Match by Modern Woodmen

The local chapter of Modern Woodmen of America selected Pride In McAlester for their matching funds project. Modern Woodmen matched \$2,500 of the donation raised during Fall Cleanup.



Modern Woodmen

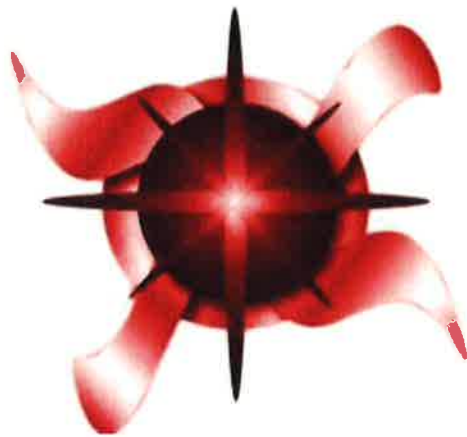
FRATERNAL FINANCIAL

PRIDE IN MCALESTER



Staff photo by KEVIN HARVISON

Members of the McAlester Modern Woodmen of America chapter recently helped raise money for Pride In McAlester by having scrap metal recycling and Flea Market fund raiser events. The events held during October raised \$5,119. This includes \$2,500 matched by Modern Woodmen's home office through the organization's Matching Fund program. The money will be used for re-cycling, clean-up, painting and other projects to beautify McAlester. Pictured from left are, Krystal Baker, PIM project assistant; Cara Dorrell, PIM board member; Regina Peoples, PIM executive director; Betty Balkman, Modern Woodmen of America; Stephanie Giacomo, PIM board member and David Beall, PIM board member.

The logo features a stylized red flower or star shape with a black crosshair in the center. To the right of the graphic, the text "8th Grade Career & College EXPO" is written in a red, distressed, hand-painted font.

8th Grade Career & College EXPO

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

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





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



The Southeast Expo Center recently hosted a Professional Bull Riders event on November 15th. PIM placed recycling bins beside trash cans to collect aluminum bottles from PBR attendees.



December Community Volunteer Days

On December 13th, 5 volunteers collected 6 bags of litter from Pride In McAlester's Adopt-A-Block.



COMMUNITY VOLUNTEER DAY

Saturday, December 13



BE A PART OF IMPROVING YOUR COMMUNITY!

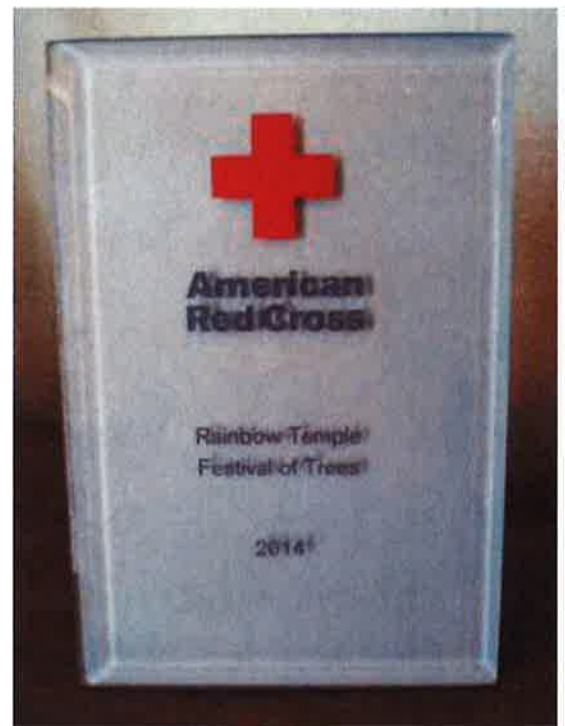


**LITTER PICKUP
9:00 AM**

VOLUNTEERS WILL MEET AT 9:00 AM IN THE
PARKING LOT OF MASCATO CHIROPRACTIC.

Festival of Trees

Six volunteers worked to construct a tree for the Rainbow Temple's annual Festival of Trees. The tree was made entirely of second hand materials with an outdated textbook serving as the leaves and broken strings of garland and ornaments used to decorate the tree. The tree won "Most Original" during the Festival of Trees and raised \$30 for the America Red Cross.



Volunteers and Community Recognized

On February 12th, Pride In McAlester hosted the 6th Annual Volunteer Appreciation Banquet and award ceremony. The event was held at The McAlester Country Club and was attended by 70 guests, including current and former City council members and several representatives from McAlester Public Schools.

The event raised over \$2,000.00 and it also gave PIM the chance to recognize its dedicated volunteers and supporters. Award winners included:

Dalton Ferguson, Outstanding Student; Blaine Smith, Volunteer of the Year; Republic Services, Spirit Award; and Community Garden, Community Partner of the Year.



March Community Volunteer Day

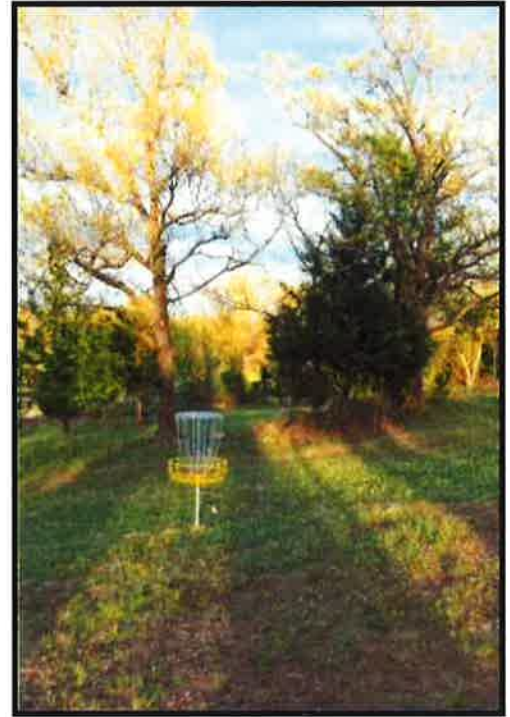
Although it was lightly raining, 4 volunteers from McAlester Main Street and Pride In McAlester met on Saturday, March 14th on North Main Street to refresh historic Old Town by cleaning street lamp globes, replacing bulbs, and picking up litter.



Arbor Week

In March 2015, Pride In McAlester received a donation from PSO/AEP to purchase trees to plant around the town.

PIM paired with the City of McAlester's Parks Department and decided the best place would be the new disc golf course near the McAlester Regional Hospital campus. 7 trees were planted with help from the Parks Department along the fairway on June 30.



Community Counts Donation

In March 2015, the McAlester Stage participated in the Community Counts program to raise money for Pride In McAlester. During the month of March, customers had the option to donate \$1, \$5, or \$10 at the register.

Pride In McAlester was once again chosen to participate in Stage's bi-annual Community Counts program, 30 Days of Giving, with donations collected from local shoppers during the month of March. PIM just received a check for the donations, and shoppers donated a total of \$586.00! This program is Stage's way of showing support of local organizations, choosing 700 across the nation to participate in the program.

Beta Iota #4283 also recently made donations to several local organizations, and Pride In McAlester was one of the organizations to receive a donation. The chapter donated \$300.00 to Pride In McAlester! Beta Iota #4283 in McAlester is a local chapter of Epsilon Sigma Alpha International which is a nationally recognized leadership-service organization.

STAGE



BETA IOTA #4283



Community Garden

Now known as the McAlester Area Community Gardening Association

The Community Garden group continues to have monthly meetings on the first Tuesday of the month at 6:00 PM at the Stipe Center in McAlester.

The group of volunteers has now completed the newest location of the Community Garden on the Eugene Field Elementary campus, with apple trees planted close to the beds.

Volunteers worked together on March 28, April 18, May 12, May 14, June 11 to build the raised beds, begin weed removal process, and fill beds with a mixture of soil, sand, and manure.

The Stipe Center plots cost \$10 per year and Eugene Field plots (which are a bit larger) cost \$15, with half of the investment is returned at the end of the growing season if the plot is in good shape.



2015 GREAT AMERICAN CLEANUP™

All events are FREE to McAlester residents and will be held at the former National Guard Armory parking lot located at 3rd & Taylor.

APRIL 11TH, 12TH, 18TH, 19TH, 25TH, & 26TH

Saturdays 9:00 am – 3:00 pm

Sundays 12:00 pm – 3:00 pm

Accepting Bulk Trash, Metal, Tires, and Electronics

SATURDAY, APRIL 25TH

9:00 am – 3:00 pm

Household Hazardous Waste & Prescription Drug Disposal

Also accepting Bulk Trash, Metal, Tires, and Electronics

No commercial business please!

PLEASE TAKE BRUSH DIRECTLY TO LANDFILL.

Landfill will be open same hours & days as Cleanup.



REPUBLIC
SERVICES, INC.



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

Look us up on Facebook at www.facebook.com/prideinmcalester!

Mayoral Proclamation

“Clean Up McAlester Month”

President Justin Few, Executive Director Elizabeth Megaffin, and PIM Board Members David Beall, Tabetha Howell, Carol Bishop join Mayor Steve Harrison to sign a Mayoral Proclamation proclaiming April 2015 as “Clean Up McAlester Month” in McAlester.



Mayoral Proclamation

“Clean Up McAlester Month”





Pride In McAlester 2015 Great American Cleanup™ in Oklahoma

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

Please take brush directly to landfill. Landfill will be open same times/days as Cleanup.

APRIL 11TH, 12TH, 18TH, 19TH, 25TH, & 26TH

ACCEPTING BULK TRASH, METAL, TIRES, AND ELECTRONICS

SATURDAYS 9:00 AM – 3:00 PM

SUNDAYS 12:00 PM – 3:00 PM

SATURDAY, APRIL 25TH

9:00 AM – 3:00 PM

HOUSEHOLD HAZARDOUS WASTE

PRESCRIPTION DRUG DISPOSAL

BULK TRASH

METAL

TIRES

ELECTRONICS



HOUSEHOLD HAZARDOUS WASTE

ITEMS ACCEPTED:

Motor Fluids
Grease
Auto Batteries
Fluorescent Bulbs
Antifreeze
Flammable Liquids
Pharmaceuticals
Batteries
Pesticides / Herbicides
Oil-based and Enamel Paints
Household Cleaners
Lawn Care Products
Pool Chemicals
Thermostats / Thermometers
Old Ammunition

ITEMS NOT ACCEPTED:

Latex Paints
Water Based Paints
Lab Waste
Explosives
Mixed Chemicals
Tractor or Off-road
Tires
Compressed Gas
Cylinders

ELECTRONICS RECYCLING

(Any items that run on electricity or batteries.)

Personal Computers
Laptops & Notebooks
CRT Monitors
Flat Screen Monitors
Keyboards & Mice
Printers & Copiers
Toner & Ink Cartridges
Fax Machines
Peripherals & Gadgets
Power Supplies & Chargers
Batteries & UPS Systems
Cables & Wires
Networking Equipment
Servers & Racks

Kitchen Appliances
Refrigerators, Washer / Dryers
Other Appliances (all sizes)
Multi-Media Equipment
Gaming Equipment
CDs & Video Tapes
Digital Cameras
Cell Phones & PDAs
Small electronic devices
TVs
Batteries
Auto Batteries
Fitness Equipment
Medical Equipment

No commercial business please.

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

April - Great American Cleanup™

The 2015 Pride In McAlester Spring Cleanup started on April 5th and ran every Saturday and Sunday through April 26th. Fifty-five onsite volunteers and in-kind employees contributed 344 hours to the cleanup, assisting more than 1,405 vehicles disposing of bulk trash, metal, tires, electronics, brush, and prescription drugs.

Material	Weight Collected
Prescription Drugs	15 pounds
Electronics	25,388 pounds
Metal	56,340 pounds
Tires	36,000 pounds
Bulk Waste	464,280 pounds
Total	609,195 pounds



Outdoor Classroom

On April 30th, Executive Director Elizabeth Megaffin and Board Member Margaret Fields participated in the 2015 MPS Outdoor Classroom program. Elizabeth and Margaret spent 5 hours teaching over 150 children about the three R's and why recycling is important. The different activities gave the children an option to tell us whether they would Reduce, Reuse, or Recycle the item they chose from the middle of the circle.



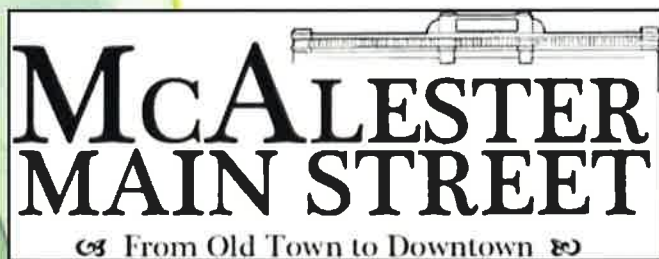
May Community Volunteer Day

4 volunteers worked with Pride In McAlester to help beautify Carl Albert Avenue in downtown McAlester for the May Community Volunteer Day.

Flowers such as day lilies and various other hardy plants were placed along the medians of Carl Albert Avenue to help brighten the downtown area.



Community Events and Partnerships



Community Presentations

July 2014: Presentation at Lion's Club meeting

September 2014: Hosted Keep Oklahoma Beautiful workshop

October 2014: 8th Grade, College & Career Expo

January 2015: MPS Tech Expo

April 2015: Recycling workshop at Library

May 2015: Outdoor Classroom

Awards and Recognition

Recognized as Finalist during Keep Oklahoma Beautiful Environmental Excellence Awards, November 2014.

Professional Development and Conferences

October 2014: Small Business Marketing workshop

November 2014: Open Meetings Act workshop

March 2015: Keep America Beautiful training webinar

June 2015: Keep Oklahoma Beautiful Affiliate annual reporting webinar

June 2015: Social Media -Chamber Lunch & Learn

Pride In McAlester

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.

- ✓ **GOAL:** Continue to build volunteer base.
- ✓ **GOAL:** Continue to raise funds for programs through operation of the Flea Market, Memberships, and Donations.
- ✓ **GOAL:** Continue to host Annual Awards Banquet and award members for outstanding service.

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

- ✓ **GOAL:** Continue to have regular interviews and public service announcements on McAlester Radio.
- ✓ **GOAL:** Continue to work with the McAlester News-Capital, the Bargain Journal, and other print news media.
- ✓ **GOAL:** Continue to promote PIM events and initiatives via social media and email.
- ✓ **GOAL:** Continue to give presentations at various civic organizations, businesses, and other groups as available.
- ✓ **GOAL:** Continue to prepare and distribute Pride In McAlester brochures.

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

- ✓ **GOAL:** Continue to give presentations at area elementary schools.
- ✓ **GOAL:** Continue to support and grow Pride In McAlester High School Auxiliary.
- ✓ **GOAL:** Continue to participate in MPS Outdoor Classroom.
- ✓ **GOAL:** Continue to coordinate, participate in, and support locker cleanouts at appropriate MPS locations.
- ✓ **GOAL:** Continue to support and award the Pride In McAlester Scholarship.

OBJECTIVE: Serve the McAlester community through beautification projects.

- ✓ **GOAL:** Identify community areas in need of paint or other upgrades.
- ✓ **GOAL:** Organize volunteer work days to address and complete painting and other improvements in community areas.
- ✓ **GOAL:** Work towards improvement and installation of public art installations.
- ✓ **GOAL:** Continue to award “Extra Mile Awards” to local businesses and individuals for outstanding efforts in beautifying the community. (Awards voted on by board of directors)

OBJECTIVE: Promote and encourage recycling.

- ✓ **GOAL:** Prepare and distribute McAlester Recycling Center Brochures.
- ✓ **GOAL:** Work with community organizations, public school systems, and other public avenues to educate about the importance of recycling.
- ✓ **GOAL:** Continue to work with the City of McAlester, Kibois Community Action, and other area resources to expand and improve the McAlester Recycling Center.
- ✓ **GOAL:** Explore and investigate additional recycling avenues in the community.
- ✓ **GOAL:** Continue to offer complementary cardboard pickup to new residents.
- ✓ **GOAL:** Continue to offer recycling at community events, as available.

OBJECTIVE: Continue to work towards a cleaner McAlester.

- ✓ **GOAL:** Continue to host Fall Cleanup.
- ✓ **GOAL:** Continue to host Spring Cleanup including Household Hazardous Waste, Electronics Recycling, and Prescription Drug Disposal
- ✓ **GOAL:** Begin Community Volunteer Days with 50% including litter disposal and prevention.
- ✓ **GOAL:** Maintain “At Your Leisure” Trash Pickup opportunities for community volunteers.

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

- ✓ **GOAL:** Continue to work with the Department of Environmental Quality, Environmental Protection Agency, Department of Labor, and other resources to identify and responsibly remove environmental hazards present in the OKLA Theater.
- ✓ **GOAL:** Continue collaboration with the Ardeneum of Oklahoma Historical and Educational Organization and McAlester Main Street to progress restoration of the OKLA Theater.
- ✓ **GOAL:** Begin work on fundraising resources, methodologies, and other considerations towards financing the restoration and environmental remediation needs.

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

- ✓ **GOAL:** Continue the promotion of America Recycles Day.
- ✓ **GOAL:** Continue to carry out Great American Cleanup activities.
- ✓ **GOAL:** Begin promotion of National Planting Day.
- ✓ **GOAL:** Continue to conduct a Holiday Recycling Drive.
- ✓ **GOAL:** Continue to make applications for Fresh Paint Days.

OBJECTIVE: Work with and maintain membership with other organizations.

- ✓ **GOAL:** Maintain affiliation status and participation with Keep Oklahoma Beautiful.
- ✓ **GOAL:** Maintain participation and membership with the Oklahoma Recycling Association.
- ✓ **GOAL:** Maintain participation and membership with Preservation Oklahoma.
- ✓ **GOAL:** Maintain participation and membership with the McAlester Area Chamber of Commerce.
- ✓ **GOAL:** Maintain participation and membership with McAlester Main Street.
- ✓ **GOAL:** Continue to support and participate during Make A Difference Day.
- ✓ **GOAL:** Work with other national, state, and local organizations for community advancement and promotion of sustainability.

JORDAN CARRIS

Serving Oklahomans Since 1900

1.800.395.4045

INSURANCE & BONDS

P.O. Box 1125 • 212 E. Cherokee • McAlester, Oklahoma 74502 • 918.423.4045

June 18, 2015

City of McAlester
Toni Ervin
PO Box 578
McAlester, OK 74502

Dear Mrs. Ervin,

The excess workers compensation policy is up for renewal on 7/1/2015. You will find the renewal quote attached.

Midwest Employers Casualty Company has provided 3 quote options. Excess employer liability limits of \$1,000,000 apply to all three options. The difference in the options is the retention.

Option #1 has claim retention of \$450,000 for all job classifications except police and fire, that retention would be \$500,000. (This is your current option)

The annual premium for option #1 is \$66,687 (This is \$344.00 higher than last year)

Option #2 has a claim retention of \$500,000 for all job classifications including police and fire.

The annual premium for option #2 is \$63,877

Option #3 has a claim retention of \$600,000 for all job classifications including police and fire.

The annual premium for option #3 is \$53,942

If renewal is desired please advise which option to renew and we will have the policy renewed effective 7/1/2015.

We appreciate the opportunity to provide this quote to you. If you have any questions, or need us to attend the board meeting to explain the quotes and coverage's please do not hesitate to call, we will be happy to answer any questions anyone may have.

Best Regards,


Lisa Duvall



Excess Workers Compensation Quotation Sheet

Insured: City of M cAlester
Policy #: EWC006547

Policy Effective Date: 07/01/2015
Quote Date: 06/18/2015
Quote Expiration Date: 60 Days

	#1	#2	#3	QUOTE OPTIONS		
POLICY TERMS	0196656	0196901	0196902			
Named States	OK	OK	OK			
SPECIFIC:						
Specific Limit	STATUTORY	STATUTORY	STATUTORY			
Specific Retention	\$450,000	\$500,000	\$600,000			
Specific Retention - 7710 OK	\$500,000	NA	NA			
Specific Retention - 7720 OK	\$500,000	NA	NA			
EMPLOYERS LIABILITY:						
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000			
Employers Liability Retention	See Specific	See Specific	See Specific			
AGGREGATE:						
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000			
Rate as a % of Normal Premium	308.95%	309.71%	309.71%			
Estimated Aggregate Retention	\$1,550,259	\$1,554,072	\$1,554,072			
Minimum Aggregate Retention	\$1,519,253	\$1,522,991	\$1,522,991			
Aggregate Loss Limitation	\$450,000	\$500,000	\$450,000			
RATING BASE:						
Est. Annual Payroll	\$8,307,812	\$8,307,812	\$8,307,812			
Est. Annual Manual Premium	\$501,783	\$501,783	\$501,783			
Length of Policy (Years)	1.000000	1.000000	1.000000			
Est. Policy Normal Premium	\$501,783	\$501,783	\$501,783			
Rate as a % of Normal Premium	13.29%	12.73%	10.75%			
PREMIUM:						
Total Est Policy Prd Premium (including Flat Charges)	\$66,687	\$63,877	\$53,942			
Policy Minimum Premium	\$60,018	\$57,489	\$48,548			
Deposit Premium	\$66,687	\$63,877	\$53,942			
Deposit Flat Charge(s)	NA	NA	NA			
<u>Total Deposit Due</u>	<u>\$66,687</u>	<u>\$63,877</u>	<u>\$53,942</u>			
Terrorism Risk Ins Act of 2002 (Incl in Total Deposit Due above)	\$2,001	\$1,916	\$1,618			
Commission	10%	10%	10%			

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: June 30, 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.

Infrastructure Solutions Group, LLC	800276032
CREDITOR	TRUST NO.

719 S. George Nigh Expressway McAlester, OK 74501
MAILING ADDRESS

Professional Services	Invoice: MC-14-06-08
ITEM	ITEM NO.

June 30, 2015	CIP #3	\$10,906.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: June 30, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



INVOICE SUBMITTED TO:

June 30, 2015

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

Invoice # MC-14-06-08

In Reference To: CIP #3, Second Street from Comanche Ave to Modoc Avenue
Construction Management and Resident Project Representative

Construction Start Date: November 14, 2014
Calendar Days in Contract: 330 days
Calendar Days Added by Change Order 22 days
Percentage Complete to Date: 228/352 = 64.8%

CONSTRUCTION MANAGEMENT – \$40,000.00	
64.8% of \$40,000.00	\$ 25,920.00
RESIDENT PROJECT REPRESENTATIVE - \$103,500.00	
64.8% of \$103,500.00	<u>\$ 67,068.00</u>
TOTAL SERVICES BILLED TO DATE	\$ 92,988.00
LESS PREVIOUSLY INVOICED	- <u>\$ 82,082.00</u>
<u>TOTAL DUE THIS INVOICE</u>	<u>\$ 10,906.00</u>

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

Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501



June 30, 2015

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

In Reference To: CIP #3, Second Street from Comanche Ave to Modoc Ave
Construction Management and Resident Project Representative
Invoice # MC-14-06-08

Dear Mr. Modzelewski:

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

Please mail all payments to Infrastructure Solutions Group, LLC dba Mehlburger Brawley's, McAlester office at the following address:

**Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501**

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Robert Vaughan, P.E.
Branch Manager

Enclosure

RV/ks

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: June 18, 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.

T. McDonald Construction	800276032
CREDITOR	TRUST NO.

P.O. Box 1043 Eufaula, OK 74432
MAILING ADDRESS

Construction Services	Invoice: Payment # 8
ITEM	ITEM NO.

June 18, 2015	CIP #3	\$ 91,123.34
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: June 18, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

Contractor's Application for Payment No.		8																																				
Application Period: 5/19/2015 to 6/18/2015		Application Date: 6/18/2015																																				
To (Owner): CITY OF MCALESTER	From (Contractor): T. McDONALD CONST, INC	Via (Engineer): Mehlbürger Brawley																																				
Project: SECOND STREET IMPROVEMENTS CIP #3	Contract:																																					
Owner's Contract No.: N/A	Contractor's Project No.: 2099	Engineer's Project No.: MC-14-01																																				
Application For Payment Change Order Summary <table border="1"> <thead> <tr> <th colspan="3">Approved Change Orders</th> </tr> <tr> <th>Number</th> <th>Additions</th> <th>Deductions</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>-\$8,950.00</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>\$10,974.00</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTALS</td> <td>\$10,974.00</td> <td>-\$8,950.00</td> </tr> <tr> <td>NET CHANGE BY CHANGE ORDERS</td> <td colspan="2">\$2,024.00</td> </tr> </tbody> </table>			Approved Change Orders			Number	Additions	Deductions	1		-\$8,950.00	2			3	\$10,974.00														TOTALS	\$10,974.00	-\$8,950.00	NET CHANGE BY CHANGE ORDERS	\$2,024.00				
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Contractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. By: <u>[Signature]</u> Date: <u>06/19/15</u>																																						
Payment of: \$ <u>\$91,123.34</u> (Line 8 or other - attach explanation of the other amount) is recommended by: <u>[Signature]</u> <u>6/24/15</u> (Engineer) (Date) Payment of: \$ <u>\$91,123.34</u> (Line 8 or other - attach explanation of the other amount) is approved by: _____ (Owner) (Date) Approved by: _____ Funding Agency (if applicable) (Date)																																						

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: June 30, 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	800276032
CREDITOR	TRUST NO.

480 24 TH Ave NW ,Suite 244 Norman, OK 73069
MAILING ADDRESS

Construction Services	Invoice: 34811
ITEM	ITEM NO.

June 30, 2015	CIP #2	\$ 18,630.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: June 30, 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

June 30, 2015
Project No: 6005029.000
Invoice No: 34811

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 June 01, 2015 to June 30, 2015

Phase 001 A Street

Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management Services	68,250.00	100.00	68,250.00
Materials Testing	21,450.00	100.00	21,450.00
Audit	6,500.00	0.00	0.00
Total Fee	96,200.00		89,700.00
		Previous Fee Billing	80,730.00
		Current Fee Billing	8,970.00
Total Fee			8,970.00
Total this Phase			\$8,970.00

Phase 002 6th Street

Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	36,750.00	80.00	29,400.00
Materials Testing	11,550.00	80.00	9,240.00
Audit Services	4,500.00	0.00	0.00
Total Fee	52,800.00		38,640.00
		Previous Fee Billing	28,980.00
		Current Fee Billing	9,660.00
Total Fee			9,660.00
Total this Phase			\$9,660.00
Total this Invoice			\$18,630.00

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: June 30, 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	800276032
CREDITOR	TRUST NO.

480 24 TH Ave NW ,Suite 244 Norman, OK 73069
MAILING ADDRESS

Construction Services	Invoice: 34813
ITEM	ITEM NO.

June 30, 2015	CIP #1	\$ 25,212.50
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: June 30, 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

June 30, 2015
Project No: 6004066.000
Invoice No: 34813

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

Project 6004066.000 CIP #1_17th Street from Comanche Ave to South Ave
Fee

Billing Phase	Fee	Percent Complete	Earned
Design Ready Topographic Survey	9,200.00	100.00	9,200.00
Right of Way / Boundary Survey	2,800.00	100.00	2,800.00
Geotechnical Services	5,000.00	100.00	5,000.00
Roadway Plans	35,000.00	100.00	35,000.00
Waterline Plans	6,500.00	100.00	6,500.00
Bidding Process	1,500.00	100.00	1,500.00
Construction Management Services	65,850.00	100.00	65,850.00
Supplemental Construction Management	35,000.00	100.00	35,000.00
Total Fee	160,850.00		160,850.00
		Previous Fee Billing	135,637.50
		Current Fee Billing	25,212.50
Total Fee			25,212.50
		Total this Invoice	\$25,212.50

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: June 30, 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	800276032
CREDITOR	TRUST NO.

480 24 TH Ave NW ,Suite 244 Norman, OK 73069
MAILING ADDRESS

Construction Services	Invoice: 34812
ITEM	ITEM NO.

June 30, 2015	CIP #4	\$ 21,859.50
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: June 30, 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

June 30, 2015
Project No: 6005601.000
Invoice No: 34812

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

Project 6005601.000 CIP #4 South Street

Professional Services from May 16, 2015 to June 30, 2015

Phase 001 South Street

Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	172,575.00	10.00	17,257.50
Materials Testing	46,020.00	10.00	4,602.00
Audit Services	11,505.00	0.00	0.00
Total Fee	230,100.00		21,859.50
		Previous Fee Billing	0.00
		Current Fee Billing	21,859.50
Total Fee			21,859.50
		Total this Phase	\$21,859.50
		Total this Invoice	\$21,859.50



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

FAXABLE LEASE AGREEMENT

Single Sided Agreement for transactions Under \$75,000
CFS-1122 (03/13)

AGREEMENT
NUMBER: 932231

NAME (COMPANY LEGAL NAME)		DBA		PHONE	
MCALESTER PUBLIC WORKS AUTHORITY				918-423-9300	
BILLING ADDRESS		CITY	COUNTY	STATE	ZIP
PO BOX 578		MCALESTER	PITTSBURG	OK	74502
EQUIPMENT ADDRESS		CITY	COUNTY	STATE	ZIP
119 E CHOCTAW SUITE 101		MCALESTER	PITTSBURG	OK	74501
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	No. of Pmts.	Payment Amount (Plus Applicable Taxes)	
1	QNR04839	CANON IMR-C250IF COPIER SYSTEM	60	\$71.00	
First and Last Payment			Security Deposit	Total Due at Signing	Term
\$ 0.00			\$ 0.00	\$ 0.00	60
Check must accompany Agreement			(In months)	End of Term Purchase Option	Payment Frequency
				☒ Fair Market Value ☐ \$1.00 ☐ 10% ☒ Monthly ☐ Quarterly	☐ Semi-annual ☐ Other:
				☐ Other	

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.		AUTHORIZED CUSTOMER SIGNATURE	
By: _____	Date: _____	By: _____	Title: _____
Title: _____		Printed Name: _____	
		Tax ID#: _____	If proprietor, DOB: _____
To: Canon Financial Services, Inc. ("CFS")			
ACCEPTANCE CERTIFICATE			
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____		Printed Name: _____	
Title (if any): _____		Date: _____	

TERMS AND CONDITIONS

- 1. AGREEMENT:** Customer leases from CFS all the equipment described above (the "Equipment"). Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay a \$65 documentation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.
- 2. NAME; OFFICES:** Customer's legal name (as set forth in its constituent documents), is as set forth herein. Customer will not change its legal name, location of its chief executive office or corporate structure (including its jurisdiction of organization) without 30 days' prior written notice to CFS. Upon request, Customer will deliver state-certified constituent documents to CFS.
- 3. WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and CFS assigns such warranties, if any, to Customer. Customer acknowledges and agrees that the supplier is not an agent or representative of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation for CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.
- 4. MAINTENANCE; ALTERATIONS; LOSS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft of, or damage to the Equipment, and (b) keep the Equipment insured with CFS as Loss Payee. If Customer fails to provide proof of insurance, CFS may insure the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.
- 5. DEFAULT:** If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"); (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and those actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.
- 6. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.
- 7. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** At the end of any term, Customer shall give CFS 60 days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the purchase option price indicated herein plus any Costs. (B) PRIOR TO MATURITY PURCHASE: Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- 8. RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give CFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition at Customer's sole cost and expense to a location specified by CFS.
- 9. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (i) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case the Customer should properly destroy the replaced hard drive). Customer will indemnify CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement.
- 10. MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information otherwise this Agreement embodies the entire agreement.
- 11. UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 10 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: _____	Signature: _____	(No Title)	Date: _____
Address: _____			Phone: _____
Printed Name: _____	Signature: _____	(No Title)	Date: _____
Address: _____			Phone: _____

**CANON FINANCIAL SERVICES, INC. ("CFS")**

14904 Collections Center Dr.
Chicago, Illinois 60693

Municipal Fiscal Funding Addendum

Agreement
Number: 932231

Agreement
Date:

GOVERNMENTAL ENTITY

Complete Legal Name

MCALESTER CITY OF

("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED	
Canon Financial Services, Inc.	Customer
By _____	By _____
Title _____	Printed Name _____
Date _____	Title _____



CANON SOLUTIONS AMERICA, INC.
4 Ohio Drive Lake Success, NY 11042
(800) 613-2228

Personal Property Tax Addendum

Unified Lease Agreement #:

932231

Customer: MCLESTER CITY OF

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Solutions America ("CSA") and as assigned to Canon Financial Services, Inc. ("Lessor") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees and other charges, in consideration of Lessor waiving Customer's obligation to reimburse Lessor for state and local personal property taxes on the Equipment, Customer agrees to pay Lessor the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.

2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that Lessor may accept a facsimile or other electronically transmitted copy of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

CANON SOLUTIONS AMERICA, INC.		CUSTOMER:	
By: _____		By: _____	
Printed Name: _____		Printed Name: _____	
Title: _____		Title: _____	
Date: _____			

Susan Hooper

From: Sheila Norman
Sent: Monday, June 29, 2015 8:57 AM
To: Susan Hooper
Subject: FW: Attached Image

SUSAN

COULD YOU PLEASE GET THIS ON THE CONCENT AGENDA:

APPROVE SIGNING A LEASE WITH CANON FOR COPIER AT TOURISM OFFICE

THANKS

Sheila Norman
Purchasing & Fixed Assets Officer
City of McAlester
PO Box 578
McAlester, OK 74501
918.423.9300 ext. 4932
918.421.4971 fax
sheila.norman@cityofmcalester.com

From: First Floor Copier
Sent: Friday, June 26, 2015 11:39 AM
To: Sheila Norman
Subject: Attached Image



June 30, 2015

Tracy Parrott
McAlester, OK 74501

Re: Lease of Tourism Office
119 E. Choctaw, Suite 101

Dear Mr. Parrott;

Please accept this letter as written notice of the City of McAlester's intent to continue to lease the above referenced office space for a period of one (1) year beginning July 1, 2015 through June 30, 2016, per the terms of the original lease dated March 1, 2014.

Respectfully,

Steve Harrison
Mayor

LEASE

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

Whereas Lessor is the owner of and in possession of the following described property, to-wit:

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

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

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

Lessee shall pay the Lessor as rent for use of the above described property the sum of

\$ 558.20 detailed as follows:

20' x 14' [280 sq ft x \$1.59] office space **\$ 445.20**

Portion of Shared Storage Area [50% of (10x14=140 sq ft) 70 x \$1.59] **\$ 113.00**

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

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

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

Lessor agrees to do the following:

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

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

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

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

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

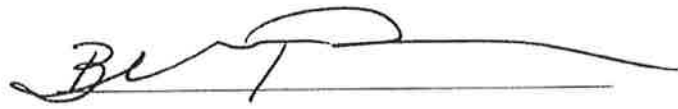
In Witness Whereof we set our hands the date set forth above.

LESSOR:

LESSEE:


Tracy Parrott


City of McAlester


Bill Parrott, Co-Trustee


Ann Parrott, Co-Trustee
Co-Trustees of the Parrott
Family Trust



McAlester City Council

AGENDA REPORT

Meeting Date: July 14, 2015
Department: Airport/Public Works
Prepared By: John C. Modzelewski, P.E., CFM
Date Prepared: July 8, 2015

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Consider and act, upon accepting the project completed by Bronze Oak, LLC: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions", and authorizing the Mayor to sign the necessary acceptance forms.

Recommendation

The recommendation is to accept the project completed by Bronze Oak, LLC: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions", and to authorize the Mayor to sign the necessary acceptance forms.

Discussion

Bronze Oak, LLC was awarded the contract: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions". The City's Airport Consultant, LBR, Inc., has completed the closeout documents, included in the exhibits, in accordance with the FAA Grant requirements. The first exhibit is supplemental agreement #2 with Bronze Oak. This is a reconciliation change order and gives reasoning for why any of the quantities changed from the original estimated quantities. The construction came in over the original amount. But, the project as a whole came in well under budget of the grants. The second and third exhibits are the final acceptance certifications for each of the FAA grants. They need to be approved and signed by the Mayor at the bottom. The fourth exhibit is the final acceptance for the OAC. It also needs to be approved and signed by the Mayor at the bottom.

Approved By

Department Head
City Manager

P. Stasiak

Initial
JCM

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

Date
07/08/15

SUPPLEMENTAL AGREEMENT NO. 2

1. Sponsor's (Public Agency) Name and Address

City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74501

2. Name of Airport
McAlester Regional Airport

3. Project Numbers
FAA AIP 3-40-0057-010-2011
OAC MLC-12-FS

4. Date Prepared - Prepared by:
5/11/2015- Tyler McDonald

5. Name and Address of Contractor

Bronze Oak, LLC
8218 East 121st
Bixby, Oklahoma, 74008

6. Description of Work Included in Contract

"Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)

A. Through J. - The quantity of work completed on this project is being adjusted to as-built quantities for this reconciliation change order. See attachment.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
Base Bid							
A.	5	40,280	\$5.50	22,225	\$5.50	\$221,540.00	\$122,238.00
B.	6	1,050	\$5.85	17,547	\$5.85	\$6,142.50	\$102,649.50
C.	7	41,170	\$4.20	44,625	\$4.20	\$172,914.00	\$187,425.00
D.	9	120	\$111.00	0	\$111.00	\$13,320.00	\$0.00
E.	17	1,100	\$26.25	935	\$26.25	\$28,875.00	\$24,544.00
F.	18	10	\$710.00	0	\$710.00	\$7,100.00	\$0.00
G.	24	23,430	\$2.63	30,520	\$2.63	\$61,620.90	\$80,268.00
H.	Alt 1-5	110	\$14.80	0	\$14.80	\$1,628.00	\$0.00
I.	Alt 1-6	80	\$276.00	70	\$276.00	\$22,080.00	\$19,430.00
J.	Alt 2-1	12,120	\$24.50	16,040	\$24.50	\$296,940.00	\$392,980.00
Total:						\$832,160.40	\$929,534.50

9. Original Contract Amount \$2,107,986.65
Supplemental Agreement #1 -\$748,821.25
Supplemental Agreement #2 \$97,374.10
New Contract Amount After SA #2 \$1,456,539.50

10. Original Contract Time:	Phase I	50 workdays	New Contract time:	Phase I	60 workdays
	Phase II	30 workdays		Phase II	25 workdays
	Phase III	30 workdays		Total	85 workdays
	Total	130 workdays			

This Change Order Subject to All Original Contract Provisions.

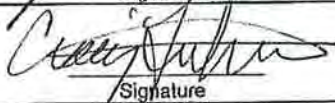
11. ISSUED FOR REASONS INDICATED ABOVE


Signature

Consultant
Title

5/15/2015
Date

12. ACCEPTED BY CONTRACTOR


Signature


Title

5/15/2015
Date

13. ACCEPTED BY SPONSOR

Signature

Title

Date

McAlester Regional Airport

PROJECT: MLC-12-FS
AIP 3-40-0057-010-2011

ITEM NO	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (I/F)	BALANCE TO FINISH (F-L)	RETAINAGE (IF VARIABLE RATE)
						QTY. FROM PREVIOUS APPLICATION (G+I)		THIS PERIOD						
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	AMOUNT	AMOUNT			
18-1	Mobilization, Demol, Permit, & Temp	11.3		\$198,000.00	\$198,000.00	1	\$198,000.00		\$0.00		\$198,000.00	100.00%	\$198,000.00	\$0.00
2	Traffic Maintenance	11.3		\$4,000.00	\$4,000.00	1	\$4,000.00		\$0.00		\$4,000.00	100.00%	\$4,000.00	\$0.00
3	Clearing and Grubbing	18.0	Acres	\$16,660.00	\$16,660.00	10	\$16,660.00		\$0.00		\$16,660.00	100.00%	\$16,660.00	\$0.00
4	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste On Airport Property	7,060	CY	4.81	\$34,241.00	7,060.00	\$34,241.00		\$0.00		\$34,241.00	100.00%	\$34,241.00	\$0.00
5	Unclassified Excavation: Normal Excavation To Required Grades, Stockpile or Waste On Airport Property	40,280	CY	5.56	\$223,540.00	22,225.00	\$122,238.00		\$0.00		\$122,238.00	55.18%	\$122,238.00	\$0.00
6	Remove Excavation	1,830	CY	5.81	\$6,142.50	1,734.6	\$10,149.50		\$0.00		\$10,149.50	100.00%	\$10,149.50	\$0.00
7	Embankment in Place: Normal Embankment	41,170	CY	4.39	\$177,914.00	44,625.00	\$187,425.00		\$0.00		\$187,425.00	100.00%	\$187,425.00	\$0.00
8	Embankment in Place: Replace Topsoil 6"	7,060	CY	3.43	\$24,357.00	7,059.99998	\$24,357.00		\$0.00		\$24,357.00	100.00%	\$24,357.00	\$0.00
9	Surveying (Cross Sectioning for Engineer)	1,000	Sta	111.00	\$111,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
10	Remove and Waste Existing 18" RCP, 36"	0	LF	9.50	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
11	Remove and Waste Existing Field Inlet	0	Each	\$20.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
12	Adjust Existing Field Inlet to Grade	0	Each	\$44.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
13	Remove and Waste Existing 6" Wide Curb	400	LF	30.00	\$12,000.00	400	\$12,000.00		\$0.00		\$12,000.00	100.00%	\$12,000.00	\$0.00
14	Relocation of Existing 6" Deer Fence - Uti	1,000	LF	18.30	\$6,588.00	340	\$6,588.00		\$0.00		\$6,588.00	100.00%	\$6,588.00	\$0.00
15	Construct New 6" Deer Fence - Outside All	9,100	LF	18.30	\$16,653.00	910	\$16,653.00		\$0.00		\$16,653.00	100.00%	\$16,653.00	\$0.00
16	Finish and Install New 6" Tall Deer Fence	1	Each	\$555.00	\$555.00	1	\$555.00		\$0.00		\$555.00	100.00%	\$555.00	\$0.00
17	Provide and Install Type IV Quasi-Fluor	1,000	ST	\$24.54	\$24,540.00	935.01	\$24,544.00		\$0.00		\$24,544.00	85.00%	\$24,544.00	\$0.00
18	Remove, Store, and Reinstall Existing Light Fixtures on New PCC Pads at Embankment Grade	10	Each	\$10.00	\$100.00		\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
19	Remove, Store, and Reinstall Existing Guidance Sign Elements on All New PCC Pads at Embankment Grade	0	Each	\$1,990.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
20	Adjust Deer Marker to Finished Grade	0	Each	\$147.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
21	Adjust Airfield Lighting Vase to Finished Grade	0	Each	\$44.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
22	Adjust Airfield Lighting Pole Line to Finish	0	Each	\$21.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
23	Seeding - Temporary or Permanent (Soil)	10	Acres	\$1,300.00	\$13,000.00	9.5	\$12,385.00		\$0.00		\$12,385.00	100.00%	\$12,385.00	\$0.00
24	Solid Slab Bermuda Sodding (Including FF)	33,430	SY	\$2.61	\$87,250.00	30,920.152	\$80,268.00		\$0.00		\$80,268.00	100.00%	\$80,268.00	\$0.00
25	Insurance Premium to Add City & Engineer as Additional Insureds to Contract	1	LS	\$555.00	\$555.00	1	\$555.00		\$0.00		\$555.00	100.00%	\$555.00	\$0.00
Alt 1-1	Mobilization, Demol, Permit, & Temp	11.3		\$21,300.00	\$21,300.00	1	\$21,300.00		\$0.00		\$21,300.00	100.00%	\$21,300.00	\$0.00
2	GDOT-301 Aggregate Base Type A 6" TN	340	CY	\$18,600.00	\$18,600.00	340	\$18,600.00		\$0.00		\$18,600.00	100.00%	\$18,600.00	\$0.00
3	GDOT-310 Subgrade, Method B	1,020	SY	\$13.00	\$13,260.00	1,020	\$13,260.00		\$0.00		\$13,260.00	100.00%	\$13,260.00	\$0.00
4	GDOT-325 Separator Fabric for Areas	1,150	LF	\$2.00	\$2,300.00	1,150	\$2,300.00		\$0.00		\$2,300.00	100.00%	\$2,300.00	\$0.00
5	GDOT-400 Prime Coat (EPA) w/ 0.21 gal	110	Gal	\$14.00	\$1,540.00		\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
6	GDOT-411 Asphalt Concrete, Type 54 (P	80	TN	\$19,430.00	\$1,554,400.00	70.38855	\$1,369,310.00		\$0.00		\$1,369,310.00	88.00%	\$19,430.00	\$0.00
7	Solid Slab Bermuda Sodding (Including FF)	840	SY	\$2.50	\$2,100.00	840	\$2,100.00		\$0.00		\$2,100.00	100.00%	\$2,100.00	\$0.00
8	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
9	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
10	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
11	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
12	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
13	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
14	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
15	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
16	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
17	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
18	18" x 36" Trench with Backfill	1,500	LF	\$4.00	\$6,000.00	1,500	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$6,000.00	\$0.00
Alt 3-1	Back Excavation	12,100	CY	\$12.50	\$151,250.00	16,000	\$199,200.00		\$0.00		\$199,200.00	100.00%	\$199,200.00	\$0.00
					\$1,359,165.40		\$1,456,539.50		\$0.00		\$1,456,539.50		\$1,456,539.50	\$0.00

Line excavation was required than originally estimated. Some rock was discovered and is included in that line item.
Due to rocks being in some of the excavated material, more borrow excavation was required
More embankment was required than originally estimated

No survey was necessary

Less RipRap was needed than originally estimated

No lights were needed to be moved. They were well within tolerance

More bermuda sodding was needed than originally estimated due to being needed on steep slopes

No Prime Coat was needed
Less asphalt was needed than originally estimated

Rock was encountered on the south end of the project where it was not expected

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of McAlester

Airport: McAlester Regional

Project Number: 3-40-0057-011-2011

Description of Work: Improve Safety Area, Remove Obstruction, Improve Runway Obstacle Free Area

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.
☒ Yes ☐ No ☐ N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required☒ Yes ☐ No ☐ N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
☒ Yes ☐ No ☐ N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
☒ Yes ☐ No ☐ N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
☒ Yes ☐ No ☐ N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
☒ Yes ☐ No ☐ N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
☒ Yes ☐ No ☐ N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
☒ Yes ☐ No ☐ N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor:

Name of Sponsor's Designated Official Representative:

Title of Sponsor's Designated Official Representative:

Signature of Sponsor's Designated Official Representative: _____

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of McAlester

Airport: McAlester Regional

Project Number: 3-40-0057-012-2011

Description of Work: Improve Safety Area, Remove Obstruction, Improve Runway Obstacle Free Area

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.

☒ Yes ☐ No ☐ N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:

- a. Work in progress
- b. Quality and quantity of materials delivered
- c. Test locations and results
- d. Instructions provided the contractor
- e. Weather conditions
- f. Equipment use
- g. Labor requirements
- h. Safety problems
- i. Changes required

☒ Yes ☐ No ☐ N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
☒ Yes ☐ No ☐ N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
☒ Yes ☐ No ☐ N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
☒ Yes ☐ No ☐ N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
- a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
- ☒ Yes ☐ No ☐ N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
☒ Yes ☐ No ☐ N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
☒ Yes ☐ No ☐ N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor:

Name of Sponsor's Designated Official Representative:

Title of Sponsor's Designated Official Representative:

Signature of Sponsor's Designated Official Representative: _____

FINAL ACCEPTANCE NOTICE

Date: 6-25-15

Project Number: MLC-12-FS

Airport: McAlester Regional

TO: Oklahoma Aeronautics Commission
120 N. Robinson, Suite 1244 W
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: John Modzelewski,
City Engineer/Public Works Director

28 East Washington
Address

McAlester, 74501
City/Town and Zip Code

918-423-9300
Area Code and Phone Number

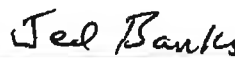
This is to advise you that the exceptions found at the final inspection have been completed or corrected. The project is accepted by:

Signature of Sponsor

Mayor



Signature of Engineer of record



President, LBR Inc.

on 6-25-15
(Date)

at McAlester Regional
(Location)

NOTE: If no exceptions are found at the Final Inspection, submit this form at the same time the Final Inspection is completed, showing acceptance of the Project.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2015</u>	Item Number:	<u>2</u>
Department:	<u>Public Works-Engineering</u>		
Prepared By:	<u>John C. Modzelewski, P.E, CFM</u>	Account Code:	<u>02-5871302</u>
Date Prepared:	<u>July 7, 2015</u>	Budgeted Amount:	<u>\$30,000</u>
		Exhibits:	<u>1</u>

Subject

Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES).

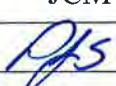
Recommendation

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2015-2016 for a fee not to exceed \$30,000.

Discussion

In July 2008, the City of McAlester City Council approved the selection of Meshek & Associates PLC as the City's engineering consultant for the Phase II Stormwater Management Program. The requirements of the first permit have been completed. The ODEQ is preparing to send out the next permit for the NPDES Phase II Stormwater Management Program. The Professional Services Agreement will allow Meshek & Associates PLC to assist the City with the Permit application required for the new Permit and keep the City in compliance with NPDES Permit Phase II requirements.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	07/07/15
City Manager	P. Stasiak 	

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the _____ day of _____, 2015 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and Meshek & Associates, PLC, an Oklahoma s-corporation (herein the "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with Phase II Stormwater Management Program Assistance (herein the "**Project**") prepared, and

WHEREAS, the services of a competent professional engineering consultant will be required **for surveys, engineering analysis, and data collection** for the Project, and

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

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

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work dated _____, 2015 in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

WHEREAS, the CONSULTANT has submitted a Fee Proposal for the aforesaid work dated _____, 2015 in the "Compensation Form" attached hereto and made a part hereof as **Exhibit B** (herein the "**Compensation**"), and

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

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

1.00 SCOPE OF AGREEMENT

The CONSULTANT shall perform those services enumerated in the Scope of Services. The CITY shall pay the CONSULTANT in accordance with the terms of the Fee Proposal in the form attached and made a part hereof as **Exhibit B**. If so specified in the Scope of Services the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

2.00 ADDITIONAL SERVICES

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

3.00 NOTICE TO PROCEED

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

4.00 CONSULTANT'S PERSONNEL

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

5.00 CONFLICT OF INTEREST

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

6.00 DISPUTES

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

7.00 ESTIMATES

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

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

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

9.00 COMPLIANCE WITH LAWS

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

10.00 TERMINATION

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

11.00 OWNERSHIP OF DOCUMENTS

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

12.00 CONFERENCES AND VISITS TO SITE

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

13.00 CONSULTANT'S ENDORSEMENT

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

14.00 CONTROL

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices,

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

15.00 REVISIONS OF PLANS

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

16.00 DELAYS AND EXTENSIONS

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

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

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

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

17.00 REIMBURSEMENT FOR EXPENSES

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

18.00 CLAIMS, LIABILITY AND INDEMNITY

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

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

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

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

CONSULTANT shall furnish CITY certificates of insurance showing the policies are current. Additional certificates of insurance may be requested monthly as proof that the policy is current.

19.00 EQUAL EMPLOYMENT OPPORTUNITY

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY,

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

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

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

21.00 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

[Signatures to Follow on Next Page]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF McALESTER

Meshek & Associates, PLC

By: _____

Steve Harrison, Mayor

By: 

Its: Principal Engineer

CONSULTANT's Mailing Address:

1437 South Boulder Avenue, Suite 1550

Tulsa, OK 74119

CONSULTANT's Telephone Number:

(918) 392-5620

CONSULTANT's Facsimile Number:

(918) 392-5621

ATTEST:

By: _____

City Clerk

EXHIBIT A

SCOPE OF PROJECT. The PROJECT shall consist of assistance to the City of McAlester in meeting the requirements of the Municipal Separate Storm Sewer Program (MS4) set forth by the Oklahoma Department of Environment Quality and the US Environmental Protection Agency for the 2015-2016 fiscal year. This will include assisting with the implementation of the City's Storm Water Management Program including Best Management Practices that have been identified previously. The PROJECT will also include preparing an annual report in February of 2016 or the date specified in the new OKR04 permit. The PROJECT also includes assisting the City with the development of an updated Storm Water Management Program consistent with the OKR04 permit application once ODEQ publishes the final general permit guidelines. The PROJECT may include other miscellaneous engineering services as directed by the CITY.

EXHIBIT B

COMPENSATION FORM.

The total COMPENSATION for this project shall not exceed Thirty Thousand Dollars (\$30,000) without written approval from the CITY. An amount equal to the cumulative hours charged to the PROJECT by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the PROJECT, plus reimbursable expenses and Engineer's consultants' charges, if any. A listing of the employee classification, hourly rates and expenses is included as EXHIBIT B-1.

Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to the CITY on a monthly basis. Invoices are due and payable within 30 days of receipt.

An estimated Fee Schedule is included below:

<i>PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE BUDGET</i>	
	Cost
B.1.1. Task 1 - Provide Assistance for Program Management, Implementation Strategies, Costs, and Recommendations for 2015-2016 Activities for Each Minimum Control Measure (MCM) a. MCM-1: Public Education and Outreach on Storm Water Impacts b. MCM-2: Public Involvement c. MCM-3: Illicit Discharge Detection and Elimination d. MCM-4: Construction Site Storm Water Runoff Control e. MCM-5: Post Construction Storm Water Control f. MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations	\$ 20,000.00
B.1.2. Task 2 -Annual Report a. Prepare Report b. Submit to ODEQ	\$ 5,000.00
B.1.3. Task 3 - Prepare Permit Application for 2010-2015 Stormwater Program a. Coordinate with ODEQ as needed b. Identify New Requirements c. Develop MCM Activities for New Permit Requirements d. Submit Permit to ODEQ	\$ 5,000.00
B.1.4. Total	\$ 30,000.00

EXHIBIT B-1

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Project Principal II	\$	205/hour
Project Principal I	\$	185/hour
Project Manager	\$	150/hour
Senior Project Engineer	\$	175/hour
Project Engineer	\$	100/hour
Engineer Intern	\$	80/hour
Engineering Technician	\$	70/hour
CAD Technician	\$	55/hour
ROW/ Grant Project Manager	\$	135/hour
Planner	\$	100/hour
Acquisition/Relocation Agent II	\$	130/hour
Acquisition/Relocation Agent I	\$	85/hour
Real Estate Trainee	\$	65/hour
3 Man Survey Crew	\$	200/hour
2 Man Survey Crew	\$	150/hour
Survey Crew Chief	\$	120/hour
Survey Crew	\$	50/hour
GIS Project Principal	\$	160/hour
GIS Project Manager	\$	115/hour
GIS Specialist II	\$	105/hour
GIS Specialist I	\$	85/hour
GIS Technician	\$	70/hour
Clerical II	\$	80/hour
Clerical I	\$	50/hour



McAlester City Council

AGENDA REPORT

Meeting Date: July 14, 2015 **Item Number:** 3
Department: Public Works
Prepared By: John C. Modzelewski, P.E., CFM **Account Code:** _____
Date Prepared: July 8, 2015 **Budgeted Amount:** _____
Exhibits: _____

Subject

Discussion on the opportunity to automate the water meter reading process by implementing an automated meter network system, including water meters, computer software and appurtenant infrastructure.

Recommendation

Discussion, and possible action, on the opportunity to automate the water meter reading process by implementing an automated meter network system, including water meters, computer software and appurtenant infrastructure.

Discussion

The City of McAlester desires to automate the water meter reading process and establish a metering and data collection system that is the most accurate and effective "ready to operate" system for the City. The proposed automated meter network system is expected to provide, as a minimum, the following:

- Reduction in water theft through enhanced detection techniques
- Improvements in customer service and satisfaction
- Streamlined billing process, including the elimination of estimated billings and improvement in billing cycles
- Better customer awareness and understanding of water usage, leading to increased conservation and reduction in bills
- Remotely checking meter status leads to better workforce management.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	07/08/15
City Manager	P. Stasiak 	



McAlester City Council

AGENDA REPORT

Meeting Date: July 14, 2015 **Item Number:** 4
Department: Public Works - Engineering
Prepared By: John C. Modzelewski, P.E., CFM **Account Code:** _____
Date Prepared: July 8, 2015 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon, Change Order No. 4 to the contract with T. McDonald Construction, Inc. for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 4 resulting in the addition of twenty-one (21) days.

Recommendation

Motion to approve Change Order No. 4 to the contract with T. McDonald Construction, Inc and authorizing the Mayor to sign the Change Order changing the Contract Substantial Completion to November 22, 2015.

Discussion

This Project consists of construction of road and infrastructure improvements along a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal. We had twenty-five (25) adverse weather days during the month of May. The Contract allows four (4) adverse weather days for the month of May. This Change Order will add twenty-one (21) days due to adverse weather conditions during the month of May. The Change Order request brings the Contract Substantial Completion to November 22, 2015.

Approved By

Department Head

City Manager

P. Stasiak

Initial
JCM

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

Date
07/08/15



July 8, 2015

John Modzelewski, P.E.
City of McAlester
P.O. Box 578
McAlester, OK 74502

Re: Change Order No. Four (4) Revised Attachment
Second Street Improvements (CIP #3)

Dear Mr. Modzelewski:

Enclosed please find four (4) copies of the revised attachment to Change Order No. Four (4). Please replace the attachment on all four (4) copies of the Change Order with the enclosed.

Should you have any questions, please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Dale Burke, P.E.
President

DB/mj
Enclosures

Project No. MC-14-01

cc w/enclosure:
Cliff Pitner, Resident Project Representative, Infrastructure Solutions Group, LLC

MESONET CLIMATOLOGICAL DATA SUMMARY										May 2015		Time Zone: Midnight-Midnight CST								
(MCAL) McAlester										Nearest City: 4.0 S McAlester		County: Pittsburg								
Latitude: 34-52-56										Longitude: 95-46-51		Elevation: 755 feet								
DAY	TEMPERATURE (°F)				DEG DAYS		HUMIDITY (%)			RAIN		PRESSURE (in)		WIND SPEED (mph)		SOLAR	4" SOIL TEMPERATURES			
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m ²)	SOD	BARE	MAX	MIN
1	79	47	62.6	48.3	2	0	98	31	66	0.00	29.25	30.06	E	2.7	19.4	28.62	67.2	67.3	78	57
2	80	50	65.3	51.1	0	0	97	36	64	0.00	29.22	30.03	S	4.1	19.3	26.12	68.0	67.4	77	59
3	81	58	70.3	54.8	0	5	84	39	60	0.00	29.17	29.98	S	6.5	25.3	27.85	69.3	68.4	77	61
4	82	58	70.7	57.2	0	5	90	36	65	0.00	29.25	30.06	S	5.9	20.6	26.94	70.6	70.0	79	63
5	77	56	66.3	61.2	0	2	97	64	85	0.24	29.22	30.03	ESE	5.4	23.5	15.32	69.5	68.1	74	62
6	79	63	71.2	64.4	0	6	96	65	80	0.75	29.13	29.94	SSE	7.6	22.1	16.36	70.1	70.4	77	66
7	80	62	69.9	64.2	0	6	98	57	83	1.48	29.10	29.91	SSE	6.8	35.0	18.40	71.5	71.8	80	66
8	81	62	70.2	66.9	0	7	99	68	90	1.95	29.12	29.93	ESE	4.3	54.4	14.80	72.1	72.7	81	68
9	72	63	65.5	64.7	0	2	100	87	97	1.53	29.08	29.89	ESE	6.2	29.7	3.35	69.9	68.8	71	67
10	76	62	66.5	64.4	0	4	99	58	93	2.24	29.07	29.87	ESE	6.3	28.7	4.72	67.8	67.0	69	66
11	70	52	61.4	49.7	4	0	99	45	67	0.01	29.28	30.10	N	8.2	22.6	28.82	68.0	69.0	79	61
12	71	49	59.9	49.6	5	0	99	39	72	0.00	29.44	30.25	NE	3.8	16.3	22.09	67.8	66.5	75	60
13	69	54	60.9	57.8	4	0	98	65	90	0.80	29.32	30.13	ESE	5.3	19.8	7.11	66.6	64.6	68	62
14	82	64	71.6	66.2	0	8	96	61	84	0.02	29.21	30.02	SSE	6.4	20.2	16.68	68.8	69.7	77	64
15	76	65	71.0	67.2	0	6	97	78	88	0.18	29.14	29.95	S	5.6	17.6	9.50	70.5	70.3	74	68
16	84	65	75.8	68.0	0	10	94	60	78	0.20	29.04	29.85	S	8.0	31.9	21.53	72.3	73.2	80	67
17	79	63	69.6	65.5	0	6	98	66	88	1.24	29.12	29.93	S	5.8	32.4	16.32	72.4	72.8	79	68
18	85	66	74.3	68.1	0	11	99	51	83	0.00	29.28	30.09	S	2.8	12.5	24.06	74.3	76.3	86	69
19	82	65	72.3	66.4	0	9	98	57	83	1.19	29.23	30.05	SE	4.1	18.1	17.55	75.0	75.4	82	70
20	69	57	64.8	61.1	2	0	99	79	88	0.73	29.23	30.05	N	8.1	21.0	11.92	72.9	72.5	77	67
21	66	52	58.5	50.6	6	0	97	58	76	0.00	29.38	30.20	NNE	6.4	20.5	19.33	69.3	66.8	74	62
22	60	52	56.6	54.9	9	0	99	75	94	1.00	29.37	30.18	E	3.3	16.0	5.14	66.4	62.9	64	61
23	76	60	67.0	64.5	0	3	98	80	92	0.98	29.26	30.07	ESE	5.2	23.5	10.22	67.4	67.5	73	63
24	70	61	64.1	63.4	0	0	99	89	97	6.54	29.09	29.90	ESE	4.1	19.0	5.86	67.5	67.5	69	66
25	81	61	68.2	65.7	0	6	100	68	92	1.06	29.07	29.88	SSE	5.2	28.8	13.08	69.2	70.7	79	66
26	82	60	70.4	65.0	0	6	99	56	85	0.01	29.15	29.96	S	5.1	20.5	24.08	71.4	73.1	83	66
27	80	65	71.1	67.2	0	7	99	55	88	0.10	29.24	30.05	ESE	3.1	13.3	11.47	72.6	72.7	77	69
28	82	66	71.6	68.1	0	9	99	69	89	1.45	29.21	30.02	SSE	4.4	20.7	11.72	71.4	71.7	79	68
29	76	64	69.5	68.1	0	5	99	88	95	0.78	29.13	29.94	NW	4.3	20.2	8.28	72.3	73.0	77	70
30	69	61	64.8	62.2	0	0	100	80	92	0.00	29.25	30.06	NNW	5.8	19.3	8.25	70.6	69.7	72	67
31	71	56	63.9	59.5	1	0	99	72	86	0.00	29.28	30.09	N	6.4	15.2	12.51	69.5	68.2	73	65
76 59 67.3 61.5					<- Monthly Averages ->					29.20 30.02		ESE 5.4 54.4		15.74		70.1 69.9 76 65				
Temperature - Highest: 85 Lowest: 47					Degree Days - Total HDD: 34 Total CDD: 121					Number of Days With: Tmax ≥ 90: 0 Rainfall ≥ 0.01 inch: 22 Tmax ≤ 32: 0 Rainfall ≥ 0.10 inch: 19 Tmin ≤ 32: 0 Avg Wind Speed ≥ 10 mph: 0 Tmin ≤ 0: 0 Max Wind Speed ≥ 30 mph: 4										
Rainfall: Monthly Total: 24.48 in. Greatest 24 Hr: 6.54 in.					Humidity - Highest: 100 Lowest: 31															

© 1993-2015 Oklahoma Climatological Survey and the Oklahoma Mesonet
Monthly data generated at 2015-06-26 12:04:40 UTC

* Denotes incomplete record

25 weather DAYS
4 DAYS Allowed FOR MAY

21 DAYS ADDED TO contract



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2015</u>	Item Number:	<u>5</u>
Department:	<u>Public Works - Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, P.E., CFM</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 8, 2015</u>	Exhibits:	<u>3</u>

Subject

Consider and act upon, authorizing the Mayor to sign CIP#4 Amendment between the City of McAlester and Carstensen Contracting, Inc. for the construction of road and infrastructure improvements related to CIP#4, which includes a segment of Sixth Street from Chadick Park to Wyandotte Avenue.

Recommendation

The recommendation is to approve CIP#4 Amendment with Carstensen Contracting, Inc. for the construction of road and infrastructure improvements related to CIP#4, which includes a segment of Sixth Street from Chadick Park to Wyandotte Avenue.

Discussion

CIP#4 consists of two areas of construction. The first area includes construction of road and infrastructure improvements along a segment of South Avenue from a point two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street. This project was approved on April 28, 2015. The second area included a portion of Sixth Street from Chadick Park to Chickasaw Avenue. Funding was not available to complete the second area as proposed. The City's consulting engineer, Poe & Associates, Inc. reviewed the bid quantities and unit prices, and determined that the road and infrastructure improvements could be constructed from Chadick Park to Wyandotte Avenue. CIP#4 Amendment will allow Carstensen Contracting, Inc. to construct the road and infrastructure improvements on Sixth Street from Chadick Park to Wyandotte Avenue. The total cost of the CIP#4 Amendment is \$1,083,261.40.

Approved By

Department Head	<u>P. Stasiak</u>	Initial	<u>JCM</u>	Date	<u>07/08/15</u>
City Manager			<u>PJS</u>		

PAY QUANTITIES (ROADWAY) REVISED

	ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	SOUTH SIXTH STREET				Carstensen Contracting, Inc.		ORIGINAL		
					UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)	QUANTITY	TOTAL PRICE (\$)
	201(A) 102	CLEARING AND GRUBBING	(1, 2)	151UM	0.4	10,000.00	4,000.00	8,500.00	3,400.00	1	8,500.00	8,500.00	
	202(A) 1301	UNCLASSIFIED EXCAVATION	CY	2,048	20.00	40,960.00	12.00	24,576.00	4,545	12.00	54,540.00		
	203(A) 110	EMBANKMENTS	CY	38	30.00	1,170.00	16.00	608.00	43	14.00	602.00		
	205(A) 4229	TYPE A SALVAGED TOPSOIL	(R-5, R-7)(10)	151UM	0.4	5,000.00	2,000.00	15,570.00	6,228.00	1	15,570.00	15,570.00	
	221(C) 2801	TEMPORARY Silt FENCE	(R-11)	LF	1,100	3.00	3,300.00	2.70	2,970.00	2,052	2.70	5,540.40	
	221(D) 2803	TEMPORARY SODIUM FILTER	(R-13)	EA	34	300.00	10,200.00	150.00	5,100.00	1	500.00	500.00	
	221(H) 450	SPILT/TEMPORARY INLET SEDIMENT FILTER		EA	34	300.00	10,200.00	150.00	5,100.00	10	500.00	5,000.00	
	230(A) 2808	SOLID SLAB SODIUM	(R-6, R-13)(7)	SY	2,099	5.00	10,495.00	4.50	9,495.00	8,217	4.50	36,976.50	
	233(A) 2817	VEGETATIVE MULCHING	(R-33)	AC	0.4	1,500.00	600.00	3,250.00	800.00	1	2,250.00	2,250.00	
	241 2832	MOWING	(R-35)(3)	AC	0.4	200.00	80.00	1,000.00	400.00	1	1,000.00	1,000.00	
	303(A) 2100	AGGREGATE BASE TYPE A	CY	612	60.00	36,720.00	68.00	41,616.00	1,507	68.00	102,816.00		
ALT #1	307(D) 4230	LIAM	(R-29)	TON	61	220.00	13,420.00	191.00	11,651.00	147	191.00	28,077.00	ALT #1
	307(E) 4300	STABILIZED SURGRADE		SY	3,671	8.00	29,368.00	3.50	12,848.50	9,031	3.50	31,608.50	
ALT #1	307(H) 4370	URM STABILIZED SURGRADE	(133)	SY	3,671	10.00	36,710.00	6.10	22,383.10	9,031	6.10	54,701.50	ALT #1
	330(B) 149	SURGRADE, METHOD B		SY	3,671	4.00	14,684.00	5.50	20,190.50	9,031	5.50	49,670.50	
	325 5271	SEPARATOR FABRIC		SY	4,141	2.50	10,352.50	1.55	6,418.55	10,130	1.55	15,670.50	
	408 5774	PRIME COAT	(R-38)	GA	895	5.00	4,475.00	8.40	7,518.00	2,750	8.40	23,080.00	
	414(B) 5725	DOWN SCURED P.C. CONCRETE PAVEMENT (PLACEMENT)	(R-35)(34)	SY	2,765	25.00	69,125.00	34.00	94,010.00	9,304	34.00	316,136.00	
	424(G) 5175	P.C. CONCRETE FOR PAVEMENT		CY	731	150.00	109,650.00	118.00	86,258.00	1,846	118.00	217,828.00	
	501(F) 6205	HANDRAILING	LB	50	50.00	2,500.00	65.00	3,250.00	50	65.00	3,250.00		
	509(A) 7100	6'X6' PRECAST REINFORCED CONCRETE BOX	(9)	LF	896	388.00	344,808.00	381.00	338,916.00	943	381.00	358,183.00	
	509(C) 7100	8'X8' PRECAST REINFORCED CONCRETE BOX	(9)	LF	5	290.00	1,450.00	235.00	1,175.00	213	235.00	50,055.00	
	509(A) 300	CONCRETE CURB (6" BARRIER- INTEGRAL)	LF	1,681	25.00	42,175.00	39.00	65,793.00	4,015	39.00	156,585.00		
	510(A) 4007	4" CONCRETE SIDEWALK	SY	470	35.00	16,450.00	77.00	36,165.00	1,528	77.00	116,716.00		
	510(B) 5016	6" CONCRETE DRIVEWAY	SY	733	95.00	69,635.00	81.00	59,373.00	1,605	81.00	130,005.00		
	510(C) 604	6" CONCRETE DRIVEWAY	SY	167	80.00	13,360.00	74.00	12,358.00	167	74.00	12,358.00		
	510(D) 4010	FACILE WARNING DEVICE-NEW	SP	33	50.00	1,650.00	72.50	2,392.50	290	72.50	21,225.00		
	611(G) 5132	INLET C DES. 2 (STD)	(R-44)(R, 13)	EA	5	4,000.00	20,000.00	3,615.00	18,075.00	1	3,615.00	3,615.00	
	611(G) 5133	INLET C DES. 2 (R)	(R-44)(R, 13)	EA	5	4,500.00	22,500.00	4,375.00	21,875.00	2	4,325.00	8,650.00	
	611(G) 5130	INLET C DES. 3 (STD)	(R-44)(R, 13)	EA	5	5,500.00	27,500.00	4,494.00	22,470.00	2	4,494.00	8,988.00	
	611(G) 5870	INLET W/ALG. JCT. BOX, C, DES. 2	(R-44)(R, 13)	EA	3	6,300.00	18,900.00	10,341.00	31,023.00	1	10,341.00	10,341.00	
	611(G) 5872	INLET W/ALG. JCT. BOX, C, DES. 2(R)	(R-44)(R, 13)	EA	3	7,000.00	21,000.00	11,168.00	33,504.00	3	11,168.00	33,504.00	
	611(G) 5882	INLET W/ALG. JCT. BOX, C, DES. 3	(R-44)(R, 13)	EA	3	750.00	2,250.00	21,574.00	71,574.00	3	21,574.00	64,722.00	
	613(A) 493	18" R.C. PIPE CLASS III	(9)	LF	37	35.00	1,295.00	65.50	2,423.50	133	65.50	8,711.50	
	613(A) 492	24" R.C. PIPE CLASS III	(9)	LF	8	85.00	680.00	83.00	664.00	377	83.00	31,291.00	
	613(A) 494	36" R.C. PIPE CLASS III	(9)	LF	5	275.00	1,375.00	118.00	590.00	116	118.00	13,668.00	
	619(A) 620	REMOVAL OF STRUCTURES & OBSTRUCTIONS	(R-48, R-49)(4)	151UM	0.5	15,498.00	7,749.00	39,110.00	8,048.00	1	20,110.00	20,110.00	
	619(B) 4727	REMOVAL OF CONCRETE PAVEMENT	(R-1, R-49, R-50)	SY	1,897	12.00	22,764.00	17.50	33,102.50	8,913	17.50	155,977.50	
	619(B) 4762	REMOVAL OF SIDEWALK	(R-1, R-49, R-50)	SY	200	10.00	2,000.00	9.00	1,800.00	808	9.00	7,272.00	
	619(C) 924	SAWING PAVEMENT	(9)	LF	455	5.00	2,275.00	3.70	1,683.50	600	2.70	1,620.00	
	620(B) 1252	REMOVE AND RECONSTRUCT FENCE	(R-52)(4)	LF	100	35.00	3,500.00	8.25	825.00	300	8.25	2,475.00	
	802(B) 8344	3" PVC SCH 40 PLASTIC CONDUIT BORED	(151)	LF	5	30.00	150.00	43.00	215.00	244	43.00	10,492.00	
SUBTOTAL						\$ 713,822.70		\$ 785,917.05			\$ 1,959,560.40		
SUBTOTAL WITH ALTERNATE #1						\$ 763,952.70		\$ 821,429.55			\$ 2,046,938.90		ALT #1

PAY QUANTITIES (CONSTRUCTION)

	ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	SOUTH SIXTH STREET				Carstensen Contracting, Inc.		REVISIONS		
					UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)	QUANTITY	TOTAL PRICE (\$)
	230 2800	SWPPP DOCUMENTATION AND MANAGEMENT	151UM	0.4	8,000.00	3,200.00	8,745.00	3,498.00	1	8,745.00	8,745.00		
	640(A) 1198	FIELD OFFICE	EA	3	3,000.00	9,000.00	10,760.00	32,280.00	7	10,760.00	75,320.00		
	641 1399	Mobilization	151UM	0.4	75,000.00	30,000.00	76,390.00	30,558.00	1	76,390.00	76,390.00		
	8802(I) 8905	CONSTRUCTION TRAFFIC CONTROL	151UM	0.4	30,000.00	12,000.00	23,600.00	9,440.00	1	32,600.00	32,600.00		
ALT #2	8802(I) 8905	CONSTRUCTION TRAFFIC CONTROL	151UM	0.4	30,000.00	12,000.00	7,045.00	2,818.00	1	7,045.00	7,045.00		ALT #2
	890 7700	(PL) TRAFFIC ITEMS	151UM	0.4	25,000.00	10,000.00	37,120.00	12,844.00	1	32,110.00	32,110.00		
SUBTOTAL						\$ 67,400.00		\$ 66,700.00			\$ 66,700.00		
SUBTOTAL WITH ALTERNATE #2						\$ 99,400.00		\$ 60,478.00			\$ 60,478.00		ALT #2

PAY QUANTITIES (STAKING)

	ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	SOUTH SIXTH STREET				Carstensen Contracting, Inc.		REVISIONS		
					UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)	QUANTITY	TOTAL PRICE (\$)
	642(B) 90	CONSTRUCTION STAKING LEVEL II	151UM	0.4	24,000.00	9,600.00	27,495.00	10,998.00	1	27,495.00	27,495.00		
SUBTOTAL						\$ 9,600.00		\$ 10,998.00			\$ 10,998.00		

ROADWAY TOTAL - SOUTH SIXTH STREET	\$ 790,822.70	\$ 863,815.05
ROADWAY TOTAL - SOUTH SIXTH STREET	WITH ALT #1	\$ 882,952.70
ROADWAY TOTAL - SOUTH SIXTH STREET	WITH ALT #2	\$ 782,822.70
ROADWAY TOTAL - SOUTH SIXTH STREET	WITH ALT #1 & #2	\$ 832,952.70
SANITARY SEWER TOTAL - SOUTH SIXTH STREET	\$ 247,009.00	\$ 18,583.25
WATERLINE TOTAL - SOUTH SIXTH STREET	\$ 328,000.00	\$ 133,772.60
PROJECT TOTAL - SOUTH SIXTH STREET	\$ 1,365,822.70	\$ 1,053,970.90
PROJECT TOTAL - SOUTH SIXTH STREET	WITH ALT #1	\$ 1,415,952.70
PROJECT TOTAL - SOUTH SIXTH STREET	WITH ALT #2	\$ 1,357,822.70
PROJECT TOTAL - SOUTH SIXTH STREET	WITH ALT #1 & #2	\$ 1,407,952.70

NOTICE OF AWARD

TO: Carstensen Contracting, Inc.

PROJECT DESCRIPTION: **CIP#4 Amendment:**
Sixth Street from Chadick Park to Wyandotte Avenue

The OWNER has considered the BID submitted by you for the above described WORK in response to its INVITATION FOR BIDS and INFORMATION TO BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ \$1,083,261.40

You are required by the INFORMATION TO BIDDERS to execute the AGREEMENT and furnish the required PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND and Certificate of Liability Insurance within ten days from the date of this NOTICE OF AWARD.

If you fail to execute said AGREEMENT and to furnish said bonds within ten days from the date of this NOTICE OF AWARD, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of ____, 2015.

City of McAlester
Owner

By: _____
Steve Harrison

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this the ____ day of
_____, 2015.

By: _____

Title: _____

CIP#4 AMENDMENT AGREEMENT

THIS AGREEMENT, made this ___ day of ___, 2015 by and between THE CITY OF McALESTER, hereinafter called "OWNER" and _____ doing business as a **corporation** hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of
**CIP#4 Amendment:
Sixth Street from Chadick Park to Wyandotte Avenue**
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 150 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$1,083,261.40** as shown in the ITEMS LISTED IN THE BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
2013 STREET RECONSTRUCTION PROGRAM PROJECT NO.4 (CIP#4)
 - (a) INVITATION FOR BIDS
 - (b) INFORMATION TO BIDDERS
 - (c) BID FORM
 - (d) PAYMENT BOND
 - (e) PERFORMANCE BOND
 - (f) MAINTENANCE BOND
 - (j) NOTICE OF AWARD
 - (k) NOTICE TO PROCEED
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed and original on the date first above written.

OWNER: CITY OF McALESTER

(SEAL)

By: _____

Name: Steve Harrison

Title: Mayor

ATTEST:

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By:

Name

(SEAL)

Address:

ATTEST:

Name _____



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2015</u>	Item Number:	<u>6</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, P.E., CFM</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 8, 2015</u>	Exhibits:	<u>3</u>

Subject

Consider and act upon, rejecting the one bid received for the construction of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street and approve re-advertising the project.

Recommendation

Motion to approve rejection of the one bid received for the construction of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street and approve the re-advertising the project.

Discussion

In September 2012, the drainage study of the Sandy Creek Tributary C (Basin Wide) Drainage Area was completed. This is commonly known as the Ninth & Illinois study area. The study area included approximately 640 acres upstream of South Avenue. One of the problem areas identified in the drainage study included the closed storm sewer system at Ninth and Illinois. The drainage improvements on Illinois Avenue between Ninth Street and Tenth Street are included in the above referenced problem area. In addition to improving the drainage structure, this project will replace the existing sidewalk above the structure. The project was advertised on May 24, 2015 and May 31, 2015. Two contractors attended a mandatory Pre-Bid meeting on June 9, 2015. One Bid was received by Carstensen Contracting, Inc., and opened, on June 16, 2015. The bid was almost twice the Engineer's Estimate, and therefore, we are recommending that the bid be rejected and the project be re-advertised.

Approved By

Department Head	<i>Initial</i>	<i>Date</i>
City Manager	JCM	07/08/15
P. Stasiak	<i>PJS</i>	

Date: June 24, 2015

City of McAlester
28 East Washington
McAlester, Oklahoma 74502

Attention: Mr. John Modzelewski

RE: **ILLINOIS AVENUE DRAINAGE IMPROVEMENTS**

Bids for the above mentioned project were received and opened publicly on 6/16/2015.

There was (1) bid received for a price of \$400,452.10. The Engineer's Estimate was \$207,209.60.

We recommend to reject the bid received based off of unjustifiably high unit prices for a number of items of work. We further recommend to re-advertise and re-bid the project.

Sincerely,

Benjamin W. Fletcher, P.E.
Meshek & Associates, PLC



CIVIL & WATER RESOURCE ENGINEERING
GEOGRAPHIC INFORMATION SYSTEMS

Bid Opening Date: June 16, 2015

City of McAlester Bid Committee

RE: ENGINEER'S ESTIMATE

PROJECT: Illinois Avenue Drainage Improvements

Dear Committee Members:

The Engineers Estimate for the above referenced project is:

COMPLETE BID SUMMARY	
Paving and Drainage Base Bid Total	<u>\$ 207,209.60</u>

Ryan Pierce, PE
Meshek & Associates, PLC



(seal)

www.meshekengr.com

phone: 918-392-5620 o fax: 918-392-5621 o 1437 South Boulder Avenue, Suite 1550, Tulsa, OK 74119

Illinois Ave Drainage Project

*Bid Opening Tab Sheet
McAlester Municipal Building
10:05am
June 16, 2015*

NAME of CONTRACTOR

CONTRACTOR'S BID

1

CARSTENSEN

\$ 400,452¹⁰

ENGINEER'S ESTIMATED PRICE

\$ 207,209⁶⁰



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2015</u>	Item Number:	<u>7</u>
Department:	<u>Community Services</u>	Account Code:	<u></u>
Prepared By:	<u>Mel Priddy/Sheila Norman</u>	Budgeted Amount:	<u>87,000.00</u>
Date Prepared:	<u>July 1, 2015</u>	Exhibits:	<u>6</u>

Subject

Consider and act upon, acceptance of Option #1 Proposal from Bears Playground Equipment in the amount of \$87,000.00 for the purchase of playground equipment for Mullen Park.

Recommendation

Staff recommends accepting Option #1 Proposal from Bears Playground Equipment in the amount of \$87,000.00 for the purchase of playground equipment for Mullen Park.

Discussion

On June 23, 2015, the City accepted proposals for new playground equipment for Mullen Park. After reviewing all the proposals and meeting with the Community Group involved with this project, Staff feels that the Bears Option #1 proposal best meets the design and theme set out in the grant that is funding this project. The grant award received is in the amount of \$92,000.00.

Approved By

Department Head		Initial	Date
City Manager	P. Stasiak	MP 	July 1, 2015

BID TABULATION SHEET

New Playground Equipment for Mullen Park

Bid Opening

June 23, 2015 @ 10:00 A.M

<u>Bidder</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>
1. <u>Bear's Playgrounds</u> <u>4657 E. Main St.</u> <u>Lima, NY 14185</u>	<u>87,000.00</u>	<u>87,000.00</u>	<u>87,000.00</u>
2. <u>Miracle Playgrounds</u> <u>878 E. Hwy 60</u> <u>Monet, MO 65708</u>	<u>86,887.73</u>	_____	_____
3. <u>Play Well</u> <u>5030 N. Hwy, Ste. 129</u> <u>OKC. 73112</u>	<u>85,000.00</u>	_____	_____
4. <u>APC Play</u> <u>225 E. Virginia St., Ste. 1</u> <u>McKinney, TX 75069</u>	<u>57,442.00</u>	_____	_____
5. <u>ACS Playgrounds Adventures</u> <u>8501 Mantle Ave.</u> <u>OKC, 73132</u>	<u>86,900.00</u>	<u>86,900.00</u>	_____

BID TABULATION SHEET

New Playground Equipment for Mullen Park

Bid Opening

June 23, 2015 @ 10:00 A.M

<u>Bidder</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>
6. <u>Cunningham Recreation</u> <u>5432 Old Pineville Rd</u> <u>Charlotte, NC 28217</u>	<u>84,591.91</u>	<u>85,486.48</u>	<u> </u>
7. <u>Child's Play Inc.</u> <u>10661 Slady Trail</u> <u>Dallas, TX 75220</u>	<u>86,016.00</u>	<u>76,904.00</u>	<u> </u>
8. <u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
9. <u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
10. <u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

The City of McAlester will be accepting sealed bids for New Playground Equipment for Mullen Park at the office of the City Clerk, 28 E. Washington, McAlester, Oklahoma, until 10:00 AM on June 23, 2015. At that time bids will be opened and read aloud by the City Clerk or her designated representative in the Council Chambers.

All bids will be considered and the lowest and/or best bid will then be presented to the City Council at the next regularly scheduled meeting for approval. The City of McAlester reserves the right to reject any and all bids and to waive any informality in any bid without penalty or prejudice.

Attached is the RFP outlining the equipment desired for this project. Anyone who has questions regarding this bid item should contact Mel Priddy at 1-918-421-4914 or Sheila Norman at 1-918-423-9300 ext. 4932.

All bids must be in a sealed package marked "Parks Playground Equipment RFP #2015-001", and must be fully and properly executed by an authorized person.

Bids received after the time and date specified shall not be considered and shall be returned unopened.

No bid may be withdrawn for a period of thirty (30) days after the bid closing date.

Request for Proposal

Natural Park Playground Equipment for Mullen Park

RFP#2015-001

North "A" St. and West Springer Ave., McAlester, OK

Play Equipment for Age Group: 2-12 - \$ 87, 000

The Request for Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The competitive Request for Proposal will provide the City the flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the major determination factor, but a significant factor.

Purpose: Through a formal proposal process, the City of McAlester Parks and Recreation Department is seeking written proposals for the design, supply, and installation of natural playground equipment. Please consider the following information in the preparation of your proposal.

Award:

1. The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of the City as determined by the City.
2. Proposals are to be submitted on the basis of specifications contained herein. Respondent must include detailed response to each of the tasks outlined in the Scope of Service with its proposal.
3. Upon submission of the responses to this RFP, the City will evaluate the proposals. Interviews with the finalists may be conducted by the City. The final evaluation and selection of a proposal will be made by the City of McAlester and submitted for approval by McAlester City Council for approval.

Overview

Play Area Equipment for Age Group: 2-12 - \$ 87, 000

This park is located in a residential neighborhood. The natural playground area one will be Phase I of a multi-phase project and a new addition to this park. Additional phases will include a maize, a music area, an amphitheater, and a water feature. Bidders are encouraged to consider future phases when submitting this proposal. The Parks and Recreation Department will provide an area suitable for installation of the new play area. The total budget for the park is indicated above, unless otherwise noted in the RFP or any future addenda.

1. It is the intention of the City of McAlester to provide one complete playground system including boarder and safety surface. The contractor shall provide all necessary design materials, incidentals, methods, and labor necessary to furnish and install play area. All materials shall be new and free of defects.
2. Playground equipment shall be placed for best use of the area based on safety, accessibility and play value.
3. All equipment at the park is to be placed inside a bordered section surface area.
4. All designs shall be documented to meet or exceed the CPSC guidelines of 1991, ASTM F 1487-95, and the ADA regulations (or the latest editions thereof). Playgrounds that have high play value while incorporating safety, low maintenance, and IPEMA certification will be given preference. Owing to these ideas, the City of McAlester gives low priority to bubble panels (due to high vandalism) and to roofs on playground (low play value and inconsequential amount of shade versus price).
5. The City of McAlester is requesting designs as follows: Play Area for Age Group 2-12 years old shall include one natural signature "stand out" play structure denoting a nature theme, design must incorporate climbing features, slides, simulated caves, a rope wall structure, engineered fiber playground surface and a border around the playground equipment. Natural Play Area One is 100' X 70'. Bidders should allow for the minimum amount of fall zone when submitting proposals for this area.
6. It is the City's intent to make Mullen Park a complete Nature Park. Connecting kids to nature, in part by the use of natural playgrounds, has far reaching benefits. Whether it's reducing stress or improving academic performance, McAlester is committed to raising healthy children within its boundaries. Bidders are encouraged to keep the Nature Park theme predominate in their proposals.
7. Designs shall be submitted with a scale drawing and written descriptions of the components. Also include factory warrantees and product liability information on all components. Please submit 3 contacts where similar equipment has been used.
8. Because of wide range of natural play equipment available, vendors are encouraged to submit more than one proposal for each playground. Each proposal shall be delivered in separate envelopes and contain all of the requested information.
9. The City of McAlester reserves the right to reject any and all proposals. Also the City of McAlester reserves the right to choose either one or separate vendors for these playground designs after they are submitted. The vendor(s) with the successful proposal(s) will be required to contract with the City and execute all necessary bonds and insurance as well as to comply with all appropriate codes and ordinances.

(Please direct any questions to Mel Priddy at (918) 421-9084 or Sheila Norman at (918) 423-9300 ext. 4932).

Deadline for proposal will be 10:00 AM June 23, 2015. Send sealed proposals to:

**City of McAlester
City Clerk
28 E. Washington Ave.
McAlester, OK 74501
(918) 423-9300**

(Please label all proposals "Parks Playground Equipment RFP #2015-001")



Peter Stasiak, City Manager

BID PROPOSAL

City of McAlester
Municipal Building
McAlester, Oklahoma 74501

Gentlemen:

1.

The undersigned, having familiarized (himself) (themselves) (itself) with the "Instructions to Bidders" and "Equipment Specifications", and the form of this "Bid Proposal", hereby proposes to furnish those items at the price indicated as follows:

Item Bid		
No.	Item Description	Total Price
1.	Natural Playground Equipment, Boarder, Engineered Wood Fiber Play Surface or Equivalent	

In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

Attached hereto and made a part hereof are completed City Equipment Specification forms and literature including scaled drawings on all items bid by the bidder.

DATE

(SEAL)

ATTEST:

Secretary

Name of Bidder

BY:

Title

NON-COLLUSIVE AFFIDAVIT

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority;
- d) The person, signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

_____, deposes and says that he is _____

the party making the foregoing proposal or bid for _____ (Project description), that such proposal or bid is genuine and not collusive and that all stats herein are true.

Signature:

Bidder (if the bidder is an Individual

Partner (if the bidder is a Partnership)

Officer (if the bidders is a Corporation)

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

My commission expires: _____.

Notary Public

(Seal)

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA \

 γ SS:

PITTSBURG COUNTY /

_____, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of 2013.

(Notary Public)

My commission expires:



7577 E. Main St, Lima NY 14485
877-807-7529 (p) 585-624-7590 (f)
info@bearsplaygrounds.com

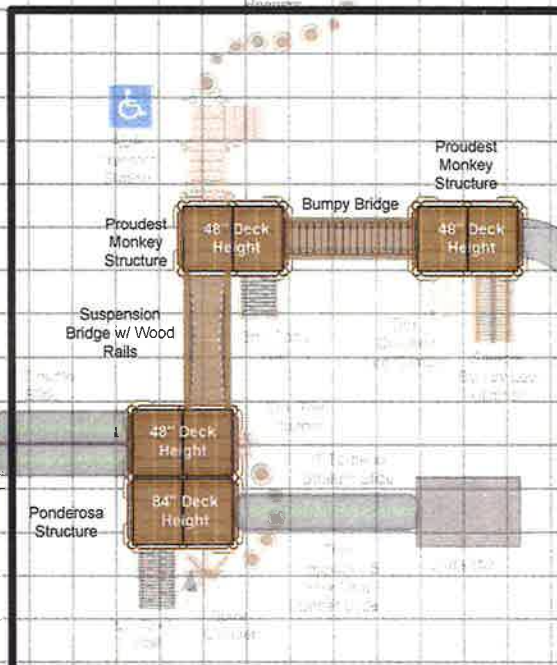
Natural Park Playground
Equipment for Mullen Park
RFP#2015-001
North A St. & West Springer Ave
McAlester, OK 74501

City of McAlester City Clerk
28 E. Washington Ave.
McAlester, OK 74501
918-423-9300
Mel Priddy 918-421-9084
Sheila Norman 918-423-9300x4932

CPSC now recommends a minimum of 9" of loose fill safety surfacing material be installed in the use zone for safety. Safety surfacing package is to be "by others" unless specially included for an optional extra charge at the time of order. Acceptance of this proposal means that you accept Bears Playgrounds terms and conditions as described on the web site www.bearsplaygrounds.com

The Americans with Disabilities Act (ADA) may require that you make your park and / or playground accessible when viewed in it's entirety. Please consult your legal counsel to determine if the ADA applies to you. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.

Not all equipment may be appropriate for all children, even when designed for a target age group. To avoid injury you should closely supervise and participate in the child's use of this equipment, especially while learning to use it. Proper supervision is required.



Designed by: Danny Bears
Certified Playground Safety Inspector

Bears Proposal (1) of (3)

Parks Playground Equipment
RFP #2015-001

\$87,000
Age Group: 2-12

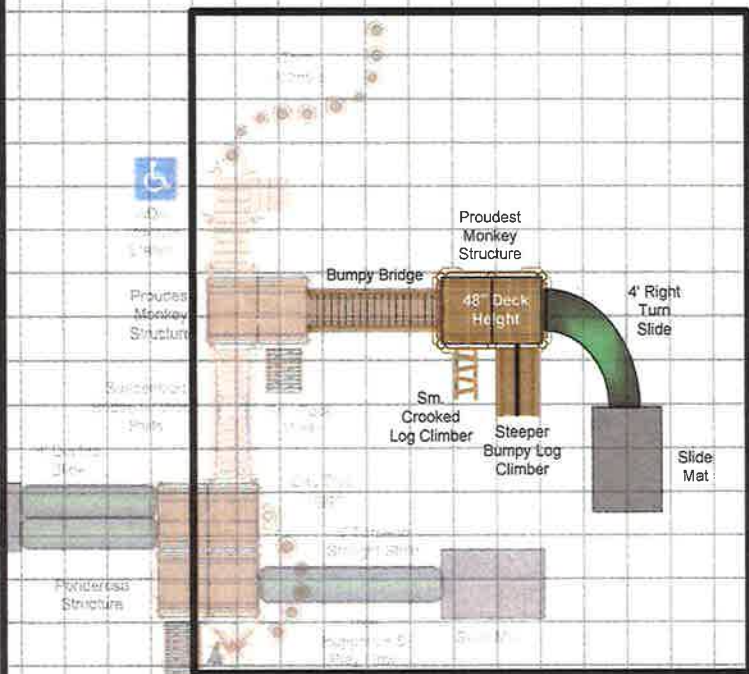


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RFP #2015-001

\$87,000
Age Group: 2-12

BEARS

bearsplaygrounds.com

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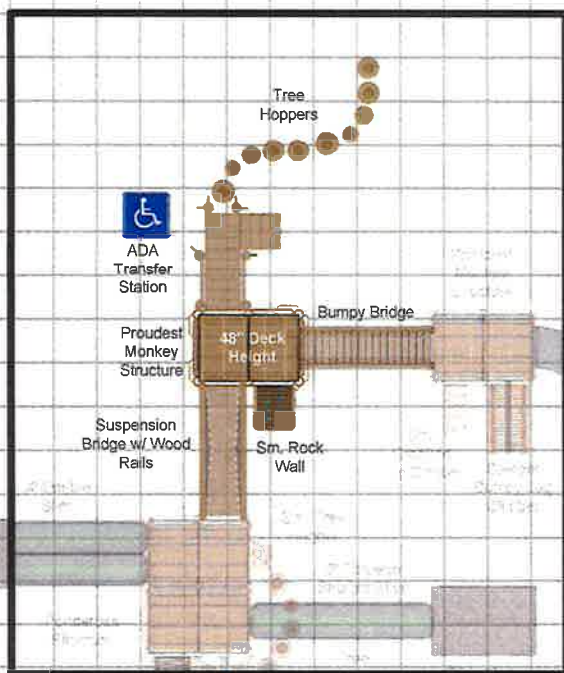
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Bears Proposal (1) of (3)

Parks Playground Equipment
RFP #2015-001

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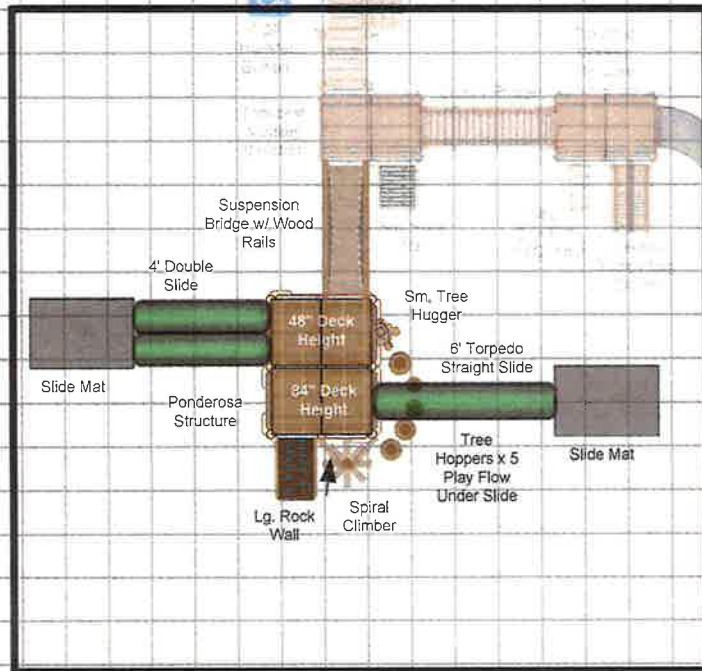


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Designed by: Danny BEARS
Certified Playground Safety Inspector

Bears Proposal (1) of (3)

Parks Playground Equipment
RFP #2015-001

\$87,000
Age Group: 2-12

BEARS

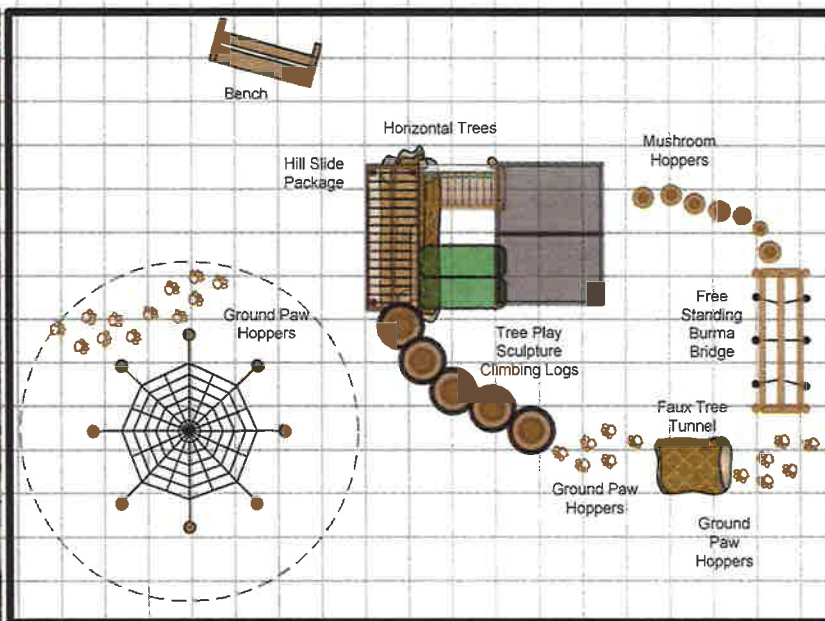
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Designed by: **Danny Bears**
Certified Playground Safety Inspector

Bears Proposal (1) of (3)

**Parks Playground Equipment
RFP #2015-001**

**\$87,000
Age Group: 2-12**



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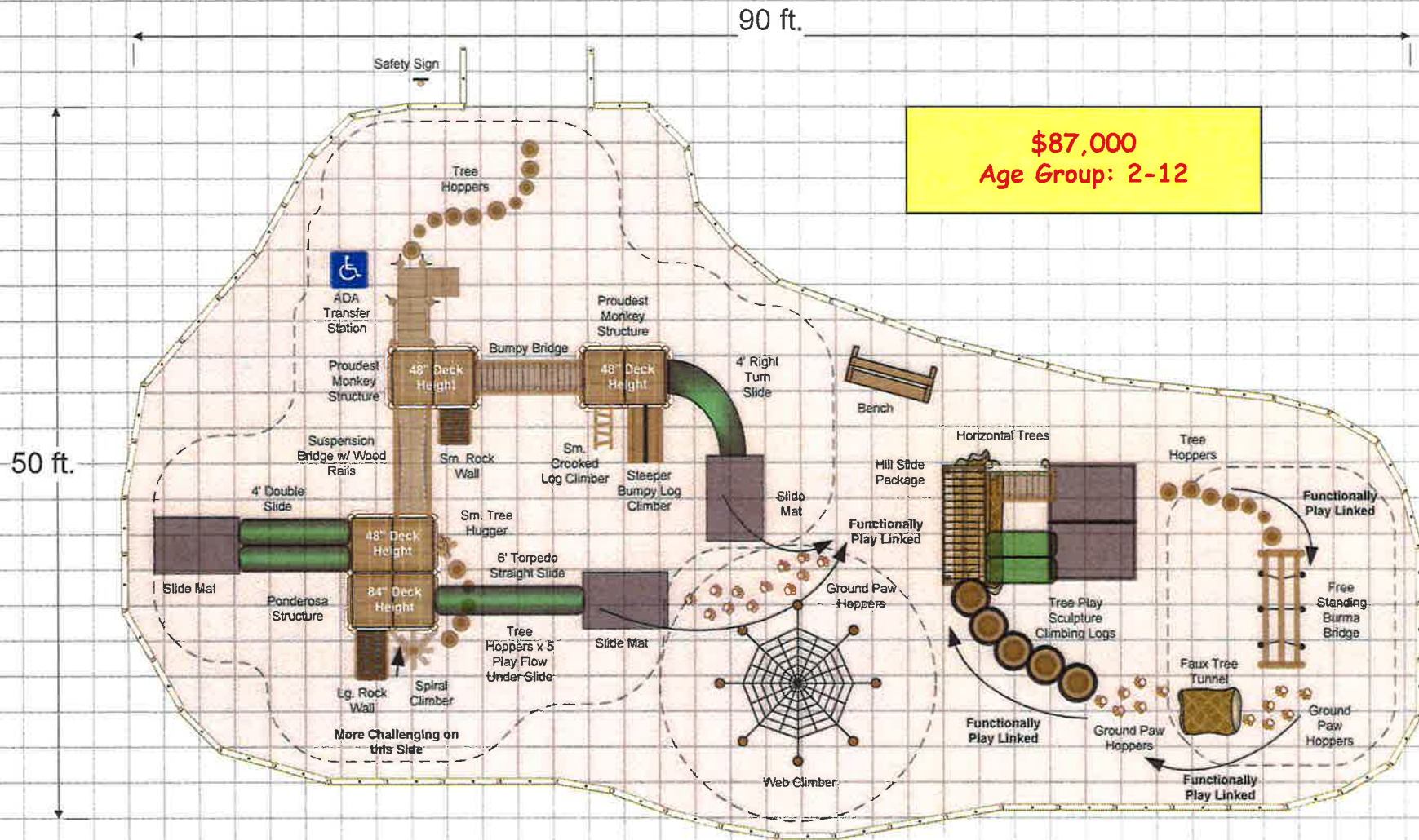
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Certified Playground Safety Inspector

Bears Proposal (1) of (3)

Parks Playground Equipment
RFP #2015-001

**\$87,000
Age Group: 2-12**



McAlester City Council

AGENDA REPORT

Meeting Date: 07/14/2015 Item Number: 8
Department: Fire Department
Prepared By: Brett Brewer Account Code:
Date Prepared: 07/06/2015 Budgeted Amount:
Exhibits: 1

Subject

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

Recommendation

Motion to approve the cost of training, funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. Approx. cost \$4000.00.

Discussion

Safe, effective rescuers need hands-on training to develop the necessary skills for work in the field. The McAlester Fire Department sees a need to develop swift water rescue skills. The training would be paid for out of the fire departments portion of the county quarter cent excise tax for fire services.

Approved By

Department Head
City Manager

P. Stasiak

Initial
BB

A blue ink signature of P. Stasiak.

Date
07/06/2015

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

7/6/2015
3:31:11PM

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>Warrant</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
	3/11/2015	SIGTRONICS CORPORATION	007133	\$2,500.00					73,182.28	2,500.00	70,682.28
	3/30/2015	TRANSFER			\$-15000.00	TRANSFER TO FD-MCAL-3			58,182.28	2,500.00	55,682.28
	4/6/2015	MONTHLY APPROPRIATION			\$5150.60	MARCH 2015			63,332.88	2,500.00	60,832.88
	5/4/2015	MONTHLY APPROPRIATION			\$4276.93	APRIL 2015			67,609.81	2,500.00	65,109.81
	6/1/2015	MONTHLY APPROPRIATION			\$4687.29	MAY 2015			72,297.10	2,500.00	69,797.10
	6/1/2015	SIGTRONICS CORPORATION	007133		\$-58.16				72,297.10	2,441.84	69,855.26
	6/1/2015	SIGTRONICS CORPORATION	007133			\$2,441.84	6/12/2015	001401	69,855.26	0.00	69,855.26
	6/1/2015	Range Totals:		\$3,100.00	\$-208.16	\$2,891.84					

\$ 4921.51
after 7-6-15

Year Total: \$3,100.00 \$-208.16 \$2,891.84 \$69,855.26 \$0.00 \$69,855.26

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

7/6/2015
3:31:23PM

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
	3/30/2015	TRANSFER			\$15000.00	TRANSFER FROM FD-MCAL-2			24,729.52	0.00	24,729.52
	3/30/2015	CHIEF FIRE & SAFETY	007675	\$13,800.00					24,729.52	13,800.00	10,929.52
	4/27/2015	TRANSFER			\$-2560.29	TRANSFER TO CD-3			22,169.23	13,800.00	8,369.23
	5/18/2015	CHIEF FIRE & SAFETY	007675			\$13,800.00	5/28/2015	001342	8,369.23	0.00	8,369.23
	5/18/2015	Range Totals:		\$35,183.03	\$0.00	\$35,183.03					

Year Total: \$35,183.03

\$0.00

\$35,183.03

\$8,369.23

\$0.00

\$8,369.23

* 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: 07/14/2015 Item Number: 9
Department: Fire Department
Prepared By: Brett Brewer Account Code: _____
Date Prepared: 07/06/2015 Budgeted Amount: _____
Exhibits: 1

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 funds need for the accessory package for the new support vehicle, which has been approved for the McAlester 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. Approx. cost \$12,000.00

Discussion

The McAlester Fire Department will be receiving a new support vehicle soon; the vehicle does not come with graphics, communication system, etc.... This will need to be done prior to putting the vehicle into service.

Approved By

Department Head
City Manager

P. Stasiak

Initial
BB

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

Date
04/23/2012

7/6/2015
3:31:11PM

Fiscal Year 2014-2015

\$ 4921.51
After 7-6-15

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

7/6/2015
3:31:23PM

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>Warant</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
	3/30/2015	TRANSFER			\$15000.00	TRANSFER FROM FD-MCAL-2			24,729.52	0.00	24,729.52
	3/30/2015	CHIEF FIRE & SAFETY	007675	\$13,800.00					24,729.52	13,800.00	10,929.52
	4/27/2015	TRANSFER			\$-2560.29	TRANSFER TO CD-3			22,169.23	13,800.00	8,369.23
	5/18/2015	CHIEF FIRE & SAFETY	007675			\$13,800.00	5/28/2015	001342	8,369.23	0.00	8,369.23
	5/18/2015	Range Totals:		\$35,183.03	\$0.00	\$35,183.03					

Year Total: \$35,183.03

\$0.00

\$35,183.03

\$8,369.23

\$0.00

\$8,369.23

* 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:	July 14, 2015	Item Number:	10
Department:		Account Code:	
Prepared By:	Peter Stasiak/Sheila Norman	Budgeted Amount:	\$28,460.00
Date Prepared:	July 6, 2015.	Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign a lease purchase agreement with Arvest Bank pursuant to section 2-275 of the McAlester City Code, for 6 new and unused work trucks.

Recommendation

Staff recommends authorizing the lease purchase agreement with Arvest Bank for 6 new and unused work trucks.

Discussion

Attached is a sample lease purchase agreement. The amount for the 6 work trucks based on 60 monthly payments is \$2,485.55 per month. This lease increases the original lease approved on October 28, 2014 in the amount of \$6,317.04.

Reynolds Ford of Norman has not been able to fulfill their obligation and have only delivered 7 vehicles of the original 13 ordered. After contacting Ford Motor Co. direct and being told that the 6 vehicles were not scheduled until sometime after August 2015, Staff feels it necessary to purchase these vehicles through State Contract so that City employees will have adequate vehicles for their daily work duties. The increase is due to the fact that some of the vehicles being purchased have additional equipment or different body style than original bid specification.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PS

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

Date

July 6, 2015

<u>ORIGINAL VEHICLE</u>	<u>ORIGINAL PRICE</u>	<u>REPLACEMENT VEHICLE</u>	<u>REPLACEMENT PRICE</u>	<u>PRICE DIFFERENCE</u>	<u>EQUIPMENT DIFFERENCE</u>
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X4 SUPER CAB WITH 6 1/2' BED	24,164.56	1,684.24	SUPER CAB XL SERIES OPTIONS SUPER CAB XL SERIES OPTIONS PLUS CRUISE CONTROL AND
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X4 SUPER CAB WITH 6 1/2' BED	24,718.42	2,238.10	DAYTIME RUNNING LAMPS
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X4 REGULAR CAB WITH 6 1/2' BED	23,205.16	724.84	XL SERIES OPTIONS
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X2 REGULAR CAB WITH 8' BED	20,790.16	-1,690.16	LESSER VEHICLE
2015 F-150 2X4 REGULAR CAB WITH 8' BED	20,856.28	2015 F-150 4X2 SUPER CAB WITH 6 1/2' BED	22,845.42	1,989.14	SUPER CAB XL SERIES OPTIONS
2015 F-150 2X4 REGULAR CAB WITH 8' BED	20,856.28	2015 F-150 4X2 EXTENDED CAB WITH 6 1/2' BED	22,227.16	1,370.88	EXTENDED CAB XL SERIES OPTIONS
	131,633.84		137,950.88	6,317.04	



EQUIPMENT FINANCE AGREEMENT

SECURED PARTY: Arvest Equipment Finance, A division of Arvest Bank 818 Garrison Ave, 2 nd FL Fort Smith, AR 72917	DEBTOR: MCALESTER PUBLIC WORKS AUTHORITY PO Box 578 McAlester, Oklahoma 74501	CONTRACT NUMBER: 800-1503001-002

EQUIPMENT FINANCED: See Equipment Schedule	EQUIPMENT LOCATION, IF OTHER THAN DEBTORS ADDRESS ABOVE: 28 East Washington McAlester, OK 74501

Number of Payments	Payment Amount	Payment Frequency	Equipment Cost	Rate of Interest
60	\$2,485.55	Monthly	\$137,950.88	3.11%

See Attached Addendum: Collateral Addendum

TERMS AND CONDITIONS

The words YOU and YOUR refer to the Debtor identified above. The words WE, US, and OUR refer to Arvest Equipment Finance, a division of Arvest Bank.

- EFFECTIVE DATE:** This Equipment Finance Agreement (this "Agreement") shall be effective when it has been signed by both you and us.
- EQUIPMENT FINANCING:** Subject to the terms and conditions contained in this Agreement, we have agreed to provide financing for the equipment (the "Equipment") described above. This is solely a financing agreement. You selected the Equipment and the supplier from whom it was purchased. We are not responsible for any statements made to you by such supplier or any intermediary. **We make no representation or warranty of any kind with respect to the Equipment, including its merchantability, suitability, fitness for any particular purpose, or value.**
- TERMS AND PAYMENTS:** You promise to pay us the total of all the payments that are indicated above, which can be determined by multiplying the number of monthly payments times the monthly payment amount and the other payments, all as indicated above. The monthly payments shall commence on the date specified by us following our acceptance of this Agreement, and shall continue thereafter to be paid on the same day of each succeeding month, in the amount specified, until all payments and any additional amounts chargeable under this Agreement shall have been paid in full. Your obligation to pay the payments and other obligations hereunder shall be absolute, unconditional and are not subject to any abatement, reduction, set-off, defense or counterclaim for any reason whatsoever.
- SECURITY INTEREST:** To secure your obligations to us described in this Agreement, you hereby grant us a security interest in the Equipment and all accessions and additions thereto, and replacements thereof, and all proceeds of all the foregoing. You authorize us to file or record any and all Uniform Commercial Code financing statements, and amendments thereto, and other documents that we deem necessary to perfect and protect our security interest in the Equipment and the other collateral described in this Agreement. You agree to pay or reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any Uniform Commercial Code financing statements or other instruments or statements showing our interest in the Equipment. The Equipment shall always be deemed and remain personal property even though it may become attached to realty.
- EQUIPMENT:** You represent and warrant that you are the sole owner of the Equipment and hold good title thereto free of any liens, encumbrances, or interests of any kind except for the security interest we hold pursuant to this Agreement. You agree not to sell, transfer or dispose of the Equipment or any interest therein or to allow the Equipment to become subject to any liens,

encumbrances, or security interests of any kind, except for our security interest, until all amounts payable by you under this Agreement have been paid in full.

6. USE; INSPECTION: You agree to use the equipment solely in the conduct of your business, and in a careful and proper manner and only for lawful purposes and in compliance with applicable laws. Additionally, at your cost and expense you shall keep the Equipment in good repair, condition, and working order and shall furnish any and all parts and labor required for that purpose in accordance with applicable manufacturer's manuals and instructions. You shall not make any alterations to the Equipment without our prior written consent. All accessories, parts, replacements, additions, wiring, cabling, operating systems and software for or which are to or become attached to or installed in the Equipment shall immediately be deemed to be part of the Equipment and subject to our security interest and the terms of this Agreement. We shall have the right from time to time during normal business hours to enter upon your premises or elsewhere for the purpose of confirming the existence, condition, and proper maintenance of the Equipment. If the Equipment is covered by a maintenance agreement that has been entered into between you and the supplier or another provider and even if the cost of such maintenance agreement has been financed by us, you agree that we are not responsible for repairs, service, or maintenance of the Equipment. You acknowledge that we have no involvement in your maintenance agreement, and if you become dissatisfied with the person performing the maintenance or service you will not withhold any payments, or any portions thereof, that are required under this Agreement.

7. LOCATION: You will keep the Equipment at the address shown on the first page of this Agreement and you agree the Equipment shall not be removed from such location without thirty (30) days prior written notice to us and our prior written consent. You will not make any material changes to the Equipment without our prior written permission nor shall you permanently fasten the Equipment to real estate.

8. LOSS OF EQUIPMENT: In the event that the Equipment becomes lost, stolen, or damaged, as long as you are not in default under this Agreement or any other agreements with us, you shall have the opportunity to: (a) replace the Equipment with the same type of equipment, (b) have the Equipment repaired to a like condition by an authorized supplier of the Equipment, or (c) pay to us the entire remaining unpaid balance under this Agreement. You agree to notify us immediately of any such loss or damage.

9. TAXES AND CERTAIN FEES: You agree to pay all fees, assessments, taxes and other charges imposed upon the purchase, ownership, possession, operation, control, use, or maintenance of the Equipment. If we pay any of these charges or any related penalties or fines for you, you agree to reimburse us upon demand for the entire amount advanced by us. Any sums paid by us shall not be deemed a waiver of, or release you from, the obligation.

10. INSURANCE: Throughout the term of this Agreement you agree to maintain (i) general property damage insurance covering the Equipment for its full replacement value against loss, theft, damage, and destruction and naming us as a loss payee; and (ii) such other insurance as we may require. Upon our request, you agree to provide us with certificates or other evidence of such insurance which shall be in a term, amount, and with companies reasonably acceptable to us and shall provide that we be given thirty (30) days prior written notice of any material policy alteration or cancellation. If you do not provide evidence of property insurance acceptable to us, we may, but shall not be required to, buy such insurance to protect us and add the cost, including any customary charges or fees associated with the placement, maintenance, or service of such insurance (collectively, "Insurance Charge"), to the payment amounts due from you. You agree to pay the Insurance Charge in equal installments allocated to each remaining payment (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Agreement creates any insurance coverage and we may terminate or allow to lapse any coverage without having any liability to you. You hereby appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or other drafts for loss, theft, damage, or destruction to the Equipment under any property insurance. In all circumstances, you shall cooperate with us or our agent with respect to the placement of insurance and processing of claims.

11. DEFAULT AND REMEDIES: If you (a) fail to make any payment hereunder when due; or (b) fail to perform any of the terms, covenants, agreements, or conditions of this Agreement; or (c) provide us, or if you have previously provided us, any information that is false, misleading, inaccurate, or incomplete; or (d) change your name, or if you are a legal entity, change your type of entity, state of organization, or chief executive office without giving us at least thirty (30) days' prior written notice thereof; or (e) cease or terminate the regular conduct or operation of your business; or (f) die, if you are an individual, or are dissolved or cease to be in good standing in all necessary jurisdictions, if you are a legal entity; (g) become insolvent or make an assignment for the benefit of creditors, or file a petition under the Bankruptcy Code or one is filed against you; or (h) a receiver, trustee, or conservator or liquidator is appointed with or without your consent; or (i) take any action that adversely affects our security interest; or (j) are in default or in breach of any term or provision of any other agreement between you and us, then in any of such events you shall be in default under this Agreement and, in any of such events, we may exercise any one or more of the following remedies: (i) accelerate, declare due, sue for and receive from you the sum of (x) all payments and other amounts then due and owing under this Agreement, and (y) the present value of the sum of the payments for the unexpired term of this Agreement discounted at the rate of six percent (6%) per annum; (ii) similarly accelerate the balances due under any other obligations you owe us; (iii) take immediate possession of the Equipment, and lease or sell the Equipment or any portion thereof upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder; (iv) charge you interest on all monies due us from and after the date of default at the rate of one and one half percent (1½ %) per month until paid, but in no event more than the maximum rate permitted by law; (v) require you to deliver all the Equipment and other collateral, at your expense, to a place reasonably designated by us; and (vi) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including all costs of collection, reasonable attorney's fees and court costs; (vii) set off the amounts you owe us against any deposits you have with us or any other amounts we may owe you; and (viii) any and all other rights and remedies available to a secured party under the Uniform Commercial Code or other applicable law. In the event this Agreement is referred to an attorney or agency for collection, you agree to pay our reasonable attorney's fees and/or collection fees and any other additional recovery costs.

All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of the right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or prior, concurrent or subsequent default.

12. LATE CHARGES; TIME IS OF THE ESSENCE TO THIS AGREEMENT: In the event that any payment(s) required under this Agreement are not received by us on their due date, you agree to pay in addition thereto a late charge equal to ten percent (10%) of the amount of said payment(s), plus interest at the lesser of the highest rate permitted by law or one and one half percent (1½ %) per month, plus other amounts as permitted by law. You agree to pay us a returned check or non-sufficient funds charge in the amount of \$25.00, or if less, the maximum amount permitted by law.

13. ASSIGNMENT: You agree that you have no right to sell, lease, trade, transfer, or assign any interest in this Agreement or the Equipment. We may, without notice, sell, transfer or assign our interest in this Agreement, the Equipment, or any payments due hereunder. If we make any such assignment or transfer, the new owner will have all of our rights and benefits but none of our obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. You acknowledge that any assignment or transfer by us shall not materially change your duties or obligations under this Agreement nor materially increase your burdens or risks. Upon notification of such an assignment, you shall remit payments directly to the address set forth on the notification.

14. NOTICES: All written notices relating to this Agreement shall either be sent by certified mail, return receipt requested, or nationally recognized overnight courier service or delivered in person to such party and address as is specified herein, or at any other address that such party specifies in writing.

15. CHOICE OF LAW; VENUE; NONJURY TRIAL: THIS AGREEMENT HAS BEEN DELIVERED TO AND ACCEPTED BY US IN THE STATE OF ARKANSAS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (EXCLUDING LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAWS). YOU CONSENT TO, AGREE, AND STIPULATE THAT THE COURTS OF THE STATE OF ARKANSAS OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN SUCH STATE SHALL BE THE AGREED VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT. NOTHING STATED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT IS MEANT TO PREVENT US FROM INITIATING ANY ACTION IN ANY OTHER COURT HAVING PROPER JURISDICTION. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

16. INDEMNITY: You shall indemnify, hold harmless and, if we request, defend us against all claims directly or indirectly arising out of or connected with the Equipment or this Agreement. Claims means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, arising out of ownership, possession, operation (regardless of where and how and by whom the Equipment is operated), control, use, condition (including but not limited to latent and other defects, whether or not discovered by you), maintenance, and delivery, of Equipment, or in the event that you are in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after your use. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Agreement.

17. ADDITIONAL SECURITY: You hereby grant us a security interest in any and all deposit accounts maintained by you with us, and any and all goods, fixtures, accounts, chattel paper, investment property, general intangibles, and other property of every kind whatsoever, wherever located, now and/or hereafter belonging to you and in which you have any interest, and all proceeds thereof, and agree that any security interest created by this Agreement secures any and all of your obligations to us, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether partially owing to us or whether acquired by us through one or more assignments.

18. CREDIT INFORMATION: You hereby authorize us to obtain credit bureau reports and make any other credit inquiries, as we deem necessary. You warrant that this is a commercial and business transaction and not a consumer transaction. You further warrant that all credit information and financial statements that you have given to us at the time of your credit application are true, accurate and complete. If we request, you will provide us current interim and/or annual financial statements during the term of this Agreement.

19. OTHER COVENANTS AND WARRANTIES: You agree that this Agreement is irrevocable for the full term hereof, that your obligations under this Agreement are absolute and shall continue without abatement and regardless of any inability to use the Equipment or any part thereof because of any reason including, but not limited to (a) war, (b) act of God, (c) governmental regulations, (d) strike, (e) loss, (f) damage, (g) destruction, (h) obsolescence, (i) failure of or delay in delivery, (j) failure of the Equipment to properly operate, or (k) termination by operation of law or any other cause. The provisions of this Agreement are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Agreement inures to the benefit of and is binding on the successors or permitted assigns of us or you. The individual(s) signing this Agreement or any schedule hereto on your behalf personally warrants that he or she is duly authorized to do so and that his or her signature is legally binding on you.

20. ENTIRE AGREEMENT: You agree that this Agreement contains the entire agreement between you and us and it may not be changed, amended, modified, rescinded, terminated or otherwise altered unless in writing and signed by both you and us.

SECURED PARTY:

ARVEST EQUIPMENT FINANCE,
A DIVISION OF ARVEST BANK

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

DEBTOR:

MCALESTER PUBLIC WORKS AUTHORITY

SIGNATURE: _____

PRINT NAME: Steve Harrison

TITLE: Mayor

DATE: _____

ADDENDUM TO EQUIPMENT FINANCE AGREEMENT
(Collateral Addendum)

RE: EFA No. 800-1503001-002 (the “Equipment Finance Agreement”) between ARVEST EQUIPMENT FINANCE, a division of Arvest Bank (the “Secured Party”), and MCALESTER PUBLIC WORKS AUTHORITY (the “Debtor”).

ARVEST EQUIPMENT FINANCE, a division of Arvest Bank (the “Secured Party”) will hold the equipment listed below as additional collateral:

The following vehicles have been invoiced in the name of the City of McAlester and will also be titled and have insurance placed under the City of McAlester. The Debtor acknowledges that the Equipment Finance Agreement is between MCALESTER PUBLIC WORKS AUTHORITY and ARVEST EQUIPMENT FINANCE, a division of Arvest Bank and that the titles will be held in the name of City of McAlester.

2015 Ford F-150 Pickup Truck, VIN:1FTEX1C89FKD78744

2015 Ford F-150 Pickup Truck, VIN:1FTEX1C89FKD39636

2015 Ford F-150 Pickup Truck, VIN:1FTMF1E8XFFA39365

2015 Ford F-150 Pickup Truck, VIN:1FTEX1E81FFA39546

2015 Ford F-150 Pickup Truck, VIN:1FTEX1E80FKD38355

2015 Ford F-150 Pickup Truck, VIN:1FTMF1C88FKD50464

The above listed will be released as collateral by the “Secured Party” in the event “Debtor” has satisfied all terms and conditions referenced in the Equipment Finance Agreement, “EFA” for contract no. 800-1503001-002 dated 7/8/2015.

DEBTOR: MCALESTER PUBLIC WORKS AUTHORITY

By: _____

Name: Steve Harrison

Title: Mayor

Date: _____

See Page 2

City of McAlester

By: _____

Name: _____

Title: _____

Date: _____

ARVEST EQUIPMENT FINANCE:

By: _____

Name: _____

Title: _____

Date: _____



SCHEDULE OF FINANCED EQUIPMENT

This Schedule of Financed Equipment ("Schedule") is incorporated into and made a part of the finance agreement (the "EFA") described at the bottom of this page, subject to the additional terms, if any, stated below:

EQUIPMENT

Quantity	Description	Serial Number	Location
1	2015 Ford F-150 Truck	1FTEX1C89FKD78744	28 East Washington McAlester, OK 74501
1	2015 Ford F-150 Truck	1FTEX1C89FKD39636	28 East Washington McAlester, OK 74501
1	2015 Ford F-150 Truck	1FTMF1E8XFFA39365	28 East Washington McAlester, OK 74501
1	2015 Ford F-150 Truck	1FTEX1E81FFA39546	28 East Washington McAlester, OK 74501
1	2015 Ford F-150 Truck	1FTEX1E80FKD38355	28 East Washington McAlester, OK 74501
1	2015 Ford F-150 Truck	1FTMF1C88FKD50464	28 East Washington McAlester, OK 74501

ADDITIONAL TERMS APPLICABLE TO THIS SCHEDULE:

SECURED PARTY: ARVEST EQUIPMENT FINANCE, A DIVISION OF ARVEST BANK DEBTOR: MCALISTER PUBLIC WORKS AUTHORITY CONTRACT NUMBER: 800-1503001-002 DATE OF AGREEMENT: 7/8/2015

BORROWERS RESOLUTION CERTIFICATE

_____, 20____

The undersigned who are duly elected and acting officers (as indicated below) of MCALESTER PUBLIC WORKS AUTHORITY, a corporation organized under the laws of the State of Oklahoma, which is the Debtor ("Debtor") under an Equipment Finance Agreement (the "Finance Agreement"), dated 7/8/2015, between Debtor and Arvest Equipment Finance, a division of Arvest Bank ("Secured Party"), recognizing that they are individually responsible for the truth of all statements herein, hereby certify as follows:

A. The following resolutions were either (1) adopted at a meeting of the Board of Directors of Debtor duly called and held on _____, 20____ at which a quorum was present, or (2) adopted by a written consent in lieu of meeting duly executed by all directors of Debtor, and have been inserted in the Debtor's Minute Book:

"RESOLVED, that the Corporation shall finance from Arvest Equipment Finance, a division of Arvest Bank ("Secured Party") pursuant to an Equipment Finance Agreement (the "Finance Agreement") and other documentation, the forms of which have been presented to this Board of Directors, certain equipment as described in such documentation and the execution, delivery and performance of such Finance Agreement and any related schedules, exhibits or addenda thereto are hereby authorized, ratified, confirmed and approved; and

FURTHER RESOLVED, that this Corporation shall finance from Secured Party, on forms substantially similar to the Finance Agreement and Schedules thereto, and on such terms as the officer executing any such finance agreement or schedule shall approve, additional equipment, as selected by any officer of this Corporation from time-to-time, the terms of such finance agreement or schedule, and the selection of such equipment by any officer of this Corporation to be conclusive evidence that the same are authorized, ratified, confirmed and approved hereby; and

FURTHER RESOLVED, that each officer or representative of this Corporation, including, without limitation, the following individuals (list name and title or position):

PRINTED NAME	OFFICE
<u>Steve Harrison</u>	<u>Mayor</u>

is hereby authorized to execute and deliver on behalf of this Corporation the Finance Agreement and any such Schedules, together with any and all other agreements, documents or instruments necessary or appropriate for the consummation of the transactions contemplated by the Finance Agreement, and each officer of this Corporation is further authorized to take any and all other actions necessary or appropriate to consummate such transactions, the execution of such writings and the taking of such actions to be conclusive evidence that the same are authorized, ratified, confirmed and approved hereby; and **FURTHER RESOLVED**, that the officers of this Corporation are requested to deliver a copy of these resolutions (which may be contained in an Officers' Certificate) to Secured Party so that Secured Party may rely upon these resolutions as conclusive evidence of the authority of the Corporation and its officers to act in accordance herewith until further written notice."

B. Each of the representations and warranties contained in the Finance Agreement (including any Schedules, exhibits or addenda thereto) are true and correct on the date hereof as if made on the date hereof and no event of default under the Finance Agreement or event which, with lapse of time or notice or both would become an event of default under the Finance Agreement has occurred and is continuing.

C. Each of the undersigned represents that the persons signing this Certificate hold the offices shown below (each such person being authorized by the foregoing resolutions) and that the Finance Agreement has been duly authorized and executed by Debtor and is the legal, valid and binding obligation of Debtor enforceable against Debtor in accordance with its terms, the undersigned having consulted counsel to the extent that they deem necessary to execute this Certificate.

SIGNATURE	OFFICE
Printed Name: <u>Steve Harrison</u>	<u>Mayor</u>

(check all applicable)

Title: () PRESIDENT () VICE-PRESIDENT () ASSISTANT SECRETARY () SECRETARY

Title: () MANAGER(s) () MEMBER(s)



CERTIFICATE OF DELIVERY AND ACCEPTANCE

TO: ARVEST EQUIPMENT FINANCE,
a division of ARVEST BANK
PO BOX 11110
FORT SMITH, AR 72917

The undersigned, as the debtor (the "Debtor") named in the equipment finance agreement (the "Agreement") described at the bottom of this page, having had a reasonable opportunity to inspect the equipment and other goods (collectively, the "Equipment") described and/or referred to in the Agreement and any schedule(s) thereto, hereby certifies that: (i) all of the Equipment has been delivered to and received by the Debtor; (ii) any and all necessary assembly, installation, and/or other services with respect to the Equipment has been satisfactorily completed; (iii) all of the Equipment is in good condition and working order, in conformity with the Debtor's specifications; and (iv) all of the Equipment is accepted by the Debtor.

DEBTOR: MCALESTER PUBLIC WORKS AUTHORITY

Signature of Authorized Representative

Name of Authorized Representative: Steve Harrison

Title of Authorized Representative: Mayor

Date _____

SECURED PARTY: ARVEST EQUIPMENT FINANCE
DEBTOR: MCALESTER PUBLIC WORKS AUTHORITY
DATE OF AGREEMENT: 7/8/2015
CONTRACT NUMBER: 800-1503001-002

Date: 7/8/2015

Arvest Equipment Finance, a division of Arvest Bank
818 Garrison Ave, 2nd Fl
Fort Smith, Arkansas 72901

RE: MCALESTER PUBLIC WORKS AUTHORITY

Dear Sirs:

I/We acknowledge it is Arvest Equipment Finance's normal policy not to fund any portion of equipment contracts to vendors unless the vendor has made delivery of the equipment to the debtor and the debtor is satisfied.

To facilitate completion and purchase of the equipment described below, we request that Arvest Equipment Finance disburse:

<u>Sam Wampler's Freedom Ford;</u>	<u>\$137,950.88 prior to delivery or pick up of</u>
	<u>vehicles.</u>

Total to disburse: \$137,950.88

I/We unconditionally guarantee the contract performance and hold Arvest Equipment Finance harmless from any liability incurred for early payment to the vendor prior to the equipment's actual physical delivery/installation at:

28 East Washington
McAlester, OK 74501

If we should ultimately fail to take delivery or installation should not be completed due to dispute or dissatisfaction with the vendor, we agree to make all payments called for under the equipment lease and to seek recourse only against the vendor and we hold you harmless from any subsequent claim which might be made by the vendor against Arvest Equipment Finance.

Debtor: MCALESTER PUBLIC WORKS AUTHORITY

By: Steve Harrison

Title: Mayor

Signature: _____

Date: _____

DEBTOR: <u>MCALESTER PUBLIC WORKS AUTHORITY</u> CONTRACT NUMBER: <u>800-1503001-002</u> DATE OF AGREEMENT: <u>7/8/2015</u>



Automated ACH Transfer Authorization Form

I hereby authorize Arvest Bank to initiate an automated transfer from my account at the Financial Institution, as indicated below, as payment for services rendered by Arvest Equipment Finance, a division of Arvest Bank.
I hereby authorize Arvest Equipment Finance to initiate DEBIT entries, which removes money from my account, for payments I owe, according to the schedule or other conditions to which the Originating Company and I have agreed.
I hereby authorize Arvest Equipment Finance to initiate CREDIT entries to reverse any transaction they have originated to my account in error.
This authority shall remain in effect until the Cash Management Services Department at Arvest Bank is notified in writing to cancel this authority in such time as to afford Arvest Equipment Finance and the Financial Institution indicated below a reasonable opportunity to act upon the cancellation.

Contract #: 800-1503001-002

Financial Institution Account Number to Debit

Bank Name/City/State: _____

Routing Number: _____

Account Number: _____ **Checking or Savings (Circle One)**

Amount of Transfer: \$2,485.55 (plus tax if applicable)

Date of Transfer: To be Determined at Closing

Contract Term: 60 months

Federal ID and/or SS# 73-6005314

Customer Name: MCALESTER PUBLIC WORKS AUTHORITY

**Customer Address: PO Box 578
McAlester, OK 74501**

Phone #: (918) 423-9300

Customer's Signature: _____ **Date:** _____

AEF Approval: _____ **Date:** _____

******Please Attach a Voided Check or a Photocopy of Check******
(This is a requirement; the automated monthly transfer will not be established without this requirement)

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the policies enumerated below have been issued to the Named Insured (Debtor):

MCALISTER PUBLIC WORKS AUTHORITY

PO Box 578

McAlester, OK 74501

Description of Property Financed to above Named Insured by Secured Party named below ("Secured Party") includes the following:

See Equipment Schedule

Debtor shall maintain:

ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s), including Arvest Bank its Subsidiaries and Affiliates as LOSS PAYEE, and an endorsement or certificate issued to Secured Party stating that payment of any loss will be made to Arvest Bank and its Subsidiaries and the Debtor.

Policy Number _____

Insurance Company _____

Amount of Insurance _____

Policy Period _____
Effective Date Expiration Date

Deductible (if any) 1,000(MAX)

2. COMPREHENSIVE GENERAL PUBLIC AND AUTO LIABILITY INSURANCE with respect to each item financed, including Arvest Bank its Subsidiaries and Affiliates as ADDITIONAL INSURED.

Policy Number _____

Limits of Liability: _____

Insurance Company _____

Bodily Injury: _____ Each Accident

Policy Period _____
Effective Date Expiration Date

Property Damage _____ Each Accident

The above policy (policies) will not be altered or cancelled by the insurer without ten (10) days prior written notice to:

Arvest Equipment Finance
PO Box 11110
Fort Smith, Arkansas 72917

This Certificate of Insurance Protection will serve as evidence of required coverage by the Debtor until certificates and/or endorsements are issued directly to Arvest Bank its Subsidiaries and Affiliates. Please forward to Arvest Equipment Finance via fax at 479-573-1655.

Name and address of AUTHORIZED REPRESENTATIVE:

Date: _____

Phone: _____

(SIGNATURE OF INSURANCE REPRESENTATIVE)

FLEET BID/PURCHASE COMPARISON

<u>ORIGINAL VEHICLE</u>	<u>ORIGINAL PRICE</u>	<u>REPLACEMENT VEHICLE</u>	<u>REPLACEMENT PRICE</u>	<u>PRICE DIFFERENCE</u>	<u>EQUIPMENT DIFFERENCE</u>
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X4 SUPER CAB WITH 6 1/2' BED	24,164.56	1,684.24	SUPER CAB XL SERIES OPTIONS
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X4 SUPER CAB WITH 6 1/2' BED	24,718.42	2,238.10	SUPER CAB XL SERIES OPTIONS PLUS CRUISE CONTROL AND DAYTIME RUNNING LAMPS
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X4 REGULAR CAB WITH 6 1/2' BED	23,205.16	724.84	XL SERIES OPTIONS
2015 F-150 4X4 REGULAR CAB WITH 8' BED	22,480.32	2015 F-150 4X2 REGULAR CAB WITH 8' BED	20,790.16	-1,690.16	LESSER VEHICLE
2015 F-150 2X4 REGULAR CAB WITH 8' BED	20,856.28	2015 F-150 4X2 SUPER CAB WITH 6 1/2' BED	22,845.42	1,989.14	SUPER CAB XL SERIES OPTIONS
2015 F-150 2X4 REGULAR CAB WITH 8' BED	20,856.28	2015 F-150 4X2 EXTENDED CAB WITH 6 1/2' BED	22,227.16	1,370.88	EXTENDED CAB XL SERIES OPTIONS
	131,633.84		137,950.88	6,317.04	



Freedom Ford
720 S. George Nigh Expressway, McAlester, Oklahoma, 74501
Office: 918-423-2800 Fax: 580-225-0471

Customer Proposal

Prepared For:

CITY OF MCALESTER

Prepared By:

Jeff Caldwell
Office: 918-423-2800
Email: jcaldwell//117@yahoo.com

Date: 07/06/2015

Vehicle: 2015 F-150 XL
4x2 SuperCab Styleside 6.5' box 145" WB

VIN: 1FTEX1C89FKD78744

Stock Number: FKD78744





Freedom Ford
720 S. George Nigh Expressway, McAlester,
Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.5' box 145" WB
XL(X1C)
VIN: 1FTEX1C89FKD78744 Stock Number:
FKD78744

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Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.5' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD78744 Stock Number: FKD78744

Selected Options

Code	Description	MSRP
Base Vehicle		
X1C	Base Vehicle Price (X1C)	29,860.00
Packages		
101A	Equipment Group 101A Mid	1,755.00
	<i>Includes:</i> - Engine: 3.5L Ti-VCT V6 (FFV) - Transmission: Electronic 6-Speed Automatic Includes tow/haul mode - 3.55 Axle Ratio - GVWR: 6,100 lbs Payload Package - Tires: P245/70R17 BSW A/S Includes OWL A/T spare tire. - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest - XL Power Equipment Group - Autolamp Auto On/Off Headlamps Includes rainlamp windshield wipers. - Daytime Running Lights On/Off cluster controllable. - Power Sideview Mirrors w/Black Skull Caps Includes manual-folding. - Illuminated Entry - MyKey Owner controls feature. - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows - Radio: AM/FM Stereo/Single-CD Player Includes 6 speakers. - 4.2" Productivity Screen in Instrument Cluster Includes compass. - SYNC Voice Recognition Communications Enhanced voice recognition communication and entertainment system. Includes 911 assist, 4.2" LCD display in center stack, Applink, 1 smart charging USB port and auxiliary audio input jack. Compass display in instrument cluster. - Cruise Control - BoxLink Includes 4 premium locking cleats.	
Powertrain		
998	Engine: 3.5L Ti-VCT V6 (FFV)	Included
446	Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul mode.</i>	
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,100 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P245/70R17 BSW A/S	Included
	<i>Includes OWL A/T spare tire.</i>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.5' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD78744 Stock Number: FKD78744

Selected Options (cont'd)

Code	Description	MSRP
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD
58B	Radio: AM/FM Stereo/Single-CD Player <i>Includes 6 speakers.</i>	Included
PAINT	Monotone Paint Application	STD
55B	BoxLink <i>Includes 4 premium locking cleats.</i>	Included
Fleet Options		
85A	XL Power Equipment Group <i>Includes:</i> - Autolamp Auto On/Off Headlamps - Includes rainlamp windshield wipers. - Daytime Running Lights - On/Off cluster controllable. - Power Sideview Mirrors w/Black Skull Caps - Includes manual-folding. - Illuminated Entry - MyKey - Owner controls feature. - Perimeter Alarm - Power Door Locks - Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows	Included
52B	SYNC Voice Recognition Communications <i>Enhanced voice recognition communication and entertainment system. Includes 911 assist, 4.2" LCD display in center stack, Applink, 1 smart charging USB port and auxiliary audio input jack. Compass display in instrument cluster.</i>	Included
50S	Cruise Control	Included
Interior Colors		
AG	Medium Earth Gray	N/C
Primary Colors		
YZ	Oxford White	N/C
SUBTOTAL		\$31,615.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.5' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD78744 Stock Number: FKD78744

Selected Options (cont'd)

Code	Description	MSRP
	Destination Charge	\$1,195.00
	TOTAL	\$32,810.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.5' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD78744 Stock Number: FKD78744

Pricing

SUBTOTAL	MSRP
Vehicle Price	29,860.00
Options	1,755.00
Upfitting	0.00
Fuel Charge	0.00
Destination Charge	1,195.00
Total	32,810.00
Pre-Tax Adjustments	
DRVR FOR VEHICLE PICKUP FRM OTHER DEALER	170.00
DISC DISCOUNT INCL.STATE CONC	(10,752.84)
Total Pre-Tax Adjustments	(10,582.84)
Pre-Tax Total	22,227.16
Single Vehicle Total 1 (Number of Vehicles)	22,227.16
Grand Total	22,227.16

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.5' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD78744 Stock Number: FKD78744

STATE BID

STATE BID PRICE IS \$21463.00 ON THIS UNIT

DIFFERENCES IN PRICE \$764.16

DIFFERENCE IN EQUIPMENT ARE CD AND BOXLINK, PICK UP AND DELIVERY

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared For: CITY OF MCALESTER Prepared By: Jeff Caldwell Date: 07/06/2015 | Price Level: 535 Quote ID: X1E744



Freedom Ford
720 S. George Nigh Expressway, McAlester, Oklahoma, 74501
Office: 918-423-2800 Fax: 580-225-0471

Customer Proposal

Prepared For:

CITY OF MCALESTER

Prepared By:

Jeff Caldwell
Office: 918-423-2800
Email: jcaldwell//117@yahoo.com

Date: 07/06/2015

Vehicle: 2015 F-150 XL

4x2 SuperCab Styleside 6.6' box 145" WB

VIN: 1FTEX1C89FKD39636

Stock Number: FKD39636





Freedom Ford
720 S. George Nigh Expressway, McAlester,
Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.6' box 145" WB
XL(X1C)
VIN: 1FTEX1C89FKD39636 Stock Number:
FKD39636

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Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.6' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD39636 Stock Number: FKD39636

Selected Options

Code	Description	MSRP
Base Vehicle		
X1C	Base Vehicle Price (X1C)	29,480.00
Packages		
101A	Equipment Group 101A Mid	1,755.00
	<i>Includes:</i> - Engine: 3.5L Ti-VCT V6 (FFV) - Transmission: Electronic 6-Speed Automatic <i>Includes tow/haul mode.</i> - 3.55 Axle Ratio - GVWR: 6,100 lbs Payload Package - Tires: P245/70R17 BSW A/S <i>Includes OWL A/T spare tire.</i> - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat <i>Includes manual driver lumbar and 2-way manual driver/passenger adjustment.</i> - XL Power Equipment Group - Autolamp Auto On/Off Headlamps <i>Includes rainlamp windshield wipers.</i> - Daytime Running Lamps <i>On/Off cluster controllable.</i> - Dual Power Sideview Mirrors w/Black Skull Caps <i>Includes manual-folding.</i> - Illuminated Entry - MyKey <i>Owner controls feature.</i> - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock)</i> - Power Tailgate Lock - Power Front & Rear Windows - Radio: AM/FM Stereo/Single-CD Player <i>Includes 6 speakers.</i> - 4.2" Productivity Screen in Instrument Cluster <i>Includes compass.</i> - SYNC Voice Recognition Communications <i>Enhanced voice recognition communication and entertainment system. Includes 911 assist, 4.2" multi-function display, Applink, 1 smart charging USB port and auxiliary audio input jack. Compass display in instrument cluster.</i> - Cruise Control - BoxLink <i>Includes 4 premium locking cleats</i>	
Powertrain		
998	Engine: 3.5L Ti-VCT V6 (FFV)	Included
446	Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul mode</i>	
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,100 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P245/70R17 BSW A/S	Included
	<i>Includes OWL A/T spare tire.</i>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.6' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD39636 Stock Number: FKD39636

Selected Options (cont'd)

Code	Description	MSRP
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat <i>Includes manual driver lumbar and 2-way manual driver/passenger adjustment.</i>	Included
Other Options		
145WB	145" Wheelbase	STD
58B	Radio: AM/FM Stereo/Single-CD Player <i>Includes 6 speakers.</i>	Included
PAINT	Monotone Paint Application	STD
55B	BoxLink <i>Includes 4 premium locking cleats.</i>	Included
Fleet Options		
85A	XL Power Equipment Group <i>Includes:</i> - Autolamp Auto On/Off Headlamps - Includes rainlamp windshield wipers. - Daytime Running Lamps - On/Off cluster controllable. - Dual Power Sideview Mirrors w/Black Skull Caps - Includes manual-folding. - Illuminated Entry - MyKey - Owner controls feature. - Perimeter Alarm - Power Door Locks - Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows	Included
52B	SYNC Voice Recognition Communications <i>Enhanced voice recognition communication and entertainment system. Includes 911 assist, 4.2" multi-function display, Applink, 1 smart charging USB port and auxiliary audio input jack. Compass display in instrument cluster.</i>	Included
942	Daytime Running Lamps <i>On/Off cluster controllable.</i>	Included
50S	Cruise Control	Included
Interior Colors		
CG	Dark Earth Gray	N/C

Primary Colors

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.6' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD39636 Stock Number: FKD39636

Selected Options (cont'd)

Code	Description	MSRP
YZ	Oxford White	N/C
Upfit Options		
Trailer Pack	Trailer Package	695.00
SUBTOTAL		\$31,930.00
Destination Charge		\$1,195.00
TOTAL		\$33,125.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.6' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD39636 Stock Number: FKD39636

Pricing

SUBTOTAL	MSRP
Vehicle Price	29,480.00
Options	1,755.00
Upfitting	695.00
Fuel Charge	0.00
Destination Charge	1,195.00
Total	33,125.00
Pre-Tax Adjustments	
PRICE INCREASE null	380.00
DISC DISCOUNT INCL.STATE CONC	(11,019.58)
DRVR FOR VEHICLE PICKUP FRM OTHER DEALER	360.00
Total Pre-Tax Adjustments	(10,279.58)
Pre-Tax Total	22,845.42
Single Vehicle Total 1 (Number of Vehicles)	22,845.42
Grand Total	22,845.42

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 SuperCab Styleside 6.6' box 145" WB XL(X1C)
VIN: 1FTEX1C89FKD39636 Stock Number: FKD39636

STATE BID

STATE BID PRICE IS \$22171.00 ON THIS UNIT

DIFFERENCES IN PRICE \$674.42

DIFFERENCE IN EQUIPMENT

CD, BOXLINK, PICK UP AND DELIVERY FROM RUSTON LA

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared For: CITY OF MCALESTER Prepared By: Jeff Caldwell Date: 07/06/2015 | Price Level: 515 Quote ID: X1C636



Freedom Ford
720 S. George Nigh Expressway, McAlester, Oklahoma, 74501
Office: 918-423-2800 Fax: 580-225-0471

Customer Proposal

Prepared For:

CITY OF MCALESTER

Prepared By:

Jeff Caldwell
Office: 918-423-2800
Email: jcaldwell//117@yahoo.com

Date: 07/06/2015

Vehicle: 2015 F-150 XL

4x4 SuperCab Styleside 6.5' box 145" WB

VIN: 1FTEX1E80FKD38355

Stock Number: FKD38355





Freedom Ford
720 S. George Nigh Expressway, McAlester,
Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.5' box 145" WB
XL(X1E)
VIN: 1FTEX1E80FKD38355 Stock Number:
FKD38355

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Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)
VIN: 1FTEX1E80FKD38355 Stock Number: FKD38355

Selected Options

Code	Description	MSRP
Base Vehicle		
X1E	Base Vehicle Price (X1E)	33,285.00
Packages		
100A	Equipment Group 100A Base	N/C
	Includes: - Engine: 3.5L Ti-VCT V6 (FFV) - Transmission: Electronic 6-Speed Automatic Includes tow/haul mode. - 3.73 Axle Ratio - GVWR: 6,300 lbs Payload Package - Tires: P265/70R17 OWL A/T Includes OWL A/T spare tire. - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest. - Radio: AM/FM Stereo w/6 Speakers	
Powertrain		
998	Engine: 3.5L Ti-VCT V6 (FFV)	Included
446	Transmission: Electronic 6-Speed Automatic	Included
	Includes tow/haul mode.	
X26	3.73 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P265/70R17 OWL A/T	Included
	Includes OWL A/T spare tire.	
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat	Included
	Includes 2-way manual driver/passenger adjustment and armrest.	
Other Options		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included
53B	Class IV Trailer Hitch Receiver	195.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)
VIN: 1FTEX1E80FKD38355 Stock Number: FKD38355

Selected Options (cont'd)

Code	Description	MSRP
	TOWING CAPABILITY up to 5,000 lbs. <i>Includes smart trailer tow connector and 4-pin/7-pin wiring harness.</i>	
PAINT	Monotone Paint Application	STD
Fleet Options		
942	Daytime Running Lamps <i>Non-controllable.</i>	45.00
50S	Cruise Control	225.00
Interior Colors		
CG	Dark Earth Gray	N/C
Primary Colors		
YZ	Oxford White	N/C
SUBTOTAL		\$33,750.00
Destination Charge		\$1,195.00
TOTAL		\$34,945.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)
VIN: 1FTEX1E80FKD38355 Stock Number: FKD38355

Pricing

SUBTOTAL	MSRP
Vehicle Price	33,285.00
Options	465.00
Upfitting	0.00
Fuel Charge	0.00
Destination Charge	1,195.00
Total	34,945.00
Pre-Tax Adjustments	
DRVR FOR VEHICLE PICKUP FRM OTHER DEALER	830.00
DISC DISCOUNT INCL.STATE CONC	(11,056.58)
Total Pre-Tax Adjustments	(10,226.58)
Pre-Tax Total	24,718.42
Single Vehicle Total 1 (Number of Vehicles)	24,718.42
Grand Total	24,718.42

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.5' box 145" WB XL(X1E)
VIN: 1FTEX1E80FKD38355 Stock Number: FKD38355

STATE BID

STATE BID PRICE IS \$23393.00 ON THIS UNIT

DIFFERENCES IN PRICE \$1325.42

DIFFERENCE IN EQUIPMENT

HITCH, DIFFERENT ZONE PRICING, PICK UP AND DELIVERY FROM KANSAS CITY ZONE

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared For: CITY OF MCALESTER Prepared By: Jeff Caldwell Date: 07/06/2015 | Price Level: 535 Quote ID: X1E355



Freedom Ford
720 S. George Nigh Expressway, McAlester, Oklahoma, 74501
Office: 918-423-2800 Fax: 580-225-0471

Customer Proposal

Prepared For:

CITY OF MCALESTER

Prepared By:

Jeff Caldwell
Office: 918-423-2800
Email: jcaldwell117@yahoo.com

Date: 07/03/2015

Vehicle: 2015 F-150 XL
4x4 Regular Cab Styleside 6.5' box 122"
WB





Freedom Ford
720 S. George Nigh Expressway, McAlester,
Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 Regular Cab Styleside 6.5' box 122"
WB XL(F1E)

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Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 Regular Cab Styleside 6.5' box 122" WB XL(F1E)

Selected Options

Code	Description	MSRP
Base Vehicle		
F1E	Base Vehicle Price (F1E)	30,445.00
Packages		
101A	Equipment Group 101A Mid	1,555.00
	<i>Includes:</i> - Engine: 3.5L Ti-VCT V6 (FFV) - Transmission: Electronic 6-Speed Automatic Includes tow/haul mode - 3.73 Axle Ratio - GVWR: 6,050 lbs Payload Package - Tires: P265/70R17 OWL A/T - Wheels: 17" Silver Steel - XL Power Equipment Group - Autolamp Auto On/Off Headlamps Includes rainlamp windshield wipers. - Daytime Running Lights On/Off cluster controllable. - Power Sideview Mirrors w/Black Skull Caps Includes manual-folding. - Illuminated Entry - MyKey Owner controls feature - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock) - Power Tailgate Lock - Power Front Windows - Radio: AM/FM Stereo/Single-CD Player Includes 4 speakers. - 4.2" Productivity Screen in Instrument Cluster Includes compass. - SYNC Voice Recognition Communications Enhanced voice recognition communication and entertainment system. Includes 911 assist, 4.2" LCD display in center stack, AppleLink, 1 smart charging USB port and auxiliary audio input jack. - Cruise Control - BoxLink Includes 4 premium locking cleats.	
Powertrain		
998	Engine: 3.5L Ti-VCT V6 (FFV)	Included
446	Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul mode.</i>	
X26	3.73 Axle Ratio	Included
STDGV	GVWR: 6,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P265/70R17 OWL A/T	Included
64C	Wheels: 17" Silver Steel	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 Regular Cab Styleside 6.5' box 122" WB XL(F1E)

Selected Options (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
PAINT	Monotone Paint Application	STD
122WB	122" Wheelbase	STD
58B	Radio: AM/FM Stereo/Single-CD Player <i>Includes 4 speakers.</i>	Included
55B	BoxLink <i>Includes 4 premium locking cleats.</i>	Included
Fleet Options		
85A	XL Power Equipment Group <i>Includes:</i> - Autolamp Auto On/Off Headlamps - Includes rainlamp windshield wipers. - Daytime Running Lights - On/Off cluster controllable. - Power Sideview Mirrors w/Black Skull Caps - Includes manual-folding. - Illuminated Entry - MyKey - Owner controls feature. - Perimeter Alarm - Power Door Locks - Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front Windows	Included
52B	SYNC Voice Recognition Communications <i>Enhanced voice recognition communication and entertainment system. Includes 911 assist, 4.2" LCD display in center stack, Applink, 1 smart charging USB port and auxiliary audio input jack.</i>	Included
50S	Cruise Control	Included
Interior Colors		
AG	Medium Earth Gray	N/C
Primary Colors		
YZ	Oxford White	N/C
Upfit Options		
6.5 DROP	6.5' DROP IN LINER	259.00
UCOAT	UNDERCOATING	229.00

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Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 Regular Cab Styleside 6.5' box 122" WB XL(F1E)

Selected Options (cont'd)

Code	Description	MSRP
SUBTOTAL		\$32,488.00
Destination Charge		\$1,195.00
TOTAL		\$33,683.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 Regular Cab Styleside 6.5' box 122" WB XL(F1E)

Pricing

SUBTOTAL	MSRP
Vehicle Price	30,445.00
Options	1,555.00
Upfitting	488.00
Fuel Charge	0.00
Destination Charge	1,195.00
Total	33,683.00
Pre-Tax Adjustments	
DRVR FOR VEHICLE PICKUP FRM OTHER DEALER	450.00
DISC DISCOUNT INCL.STATE CONC	(10,927.84)
Total Pre-Tax Adjustments	(10,477.84)
Pre-Tax Total	23,205.16
Single Vehicle Total 1 (Number of Vehicles)	23,205.16
Grand Total	23,205.16

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 Regular Cab Styleside 6.5' box 122" WB XL(F1E)

STATE BID

STATE BID PRICE IS \$22633.00 ON THIS UNIT

DIFFERENCES IN PRICE \$572.16

DIFFERENCE IN EQUIPMENT

BEDLINER, UNDERCOATING, PICK UP AND DELIVERY FROM NEW BRAUNFELS TEXAS

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared For: CITY OF MCALESTER Prepared By: Jeff Caldwell Date: 07/03/2015 | Price Level: 535



Freedom Ford
720 S. George Nigh Expressway, McAlester, Oklahoma, 74501
Office: 918-423-2800 Fax: 580-225-0471

Customer Proposal

Prepared For:

CITY OF MCALESTER

Prepared By:

Jeff Caldwell
Office: 918-423-2800
Email: jcaldwell//117@yahoo.com

Date: 07/06/2015

Vehicle: 2015 F-150 XL
4x2 Regular Cab Styleside 8' box 141" WB

VIN: 1FTMF1C88FKD50464

Stock Number: FKD50464





Freedom Ford
720 S. George Nigh Expressway, McAlester,
Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 Regular Cab Styleside 8' box 141" WB
XL(F1C)
VIN: 1FTMF1C88FKD50464 Stock Number:
FKD50464

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Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 Regular Cab Styleside 8' box 141" WB XL(F1C)
VIN: 1FTMF1C88FKD50464 Stock Number: FKD50464

Selected Options

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	25,720.00
Packages		
100A	Equipment Group 100A Base	N/C
	<i>Includes:</i> - Engine: 3.5L Ti-VCT V6 (FFV) - Transmission: Electronic 6-Speed Automatic Includes tow/haul mode. - GVWR: 6,100 lbs Payload Package - Tires: P245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/4 Speakers	
Powertrain		
998	Engine: 3.5L Ti-VCT V6 (FFV)	Included
446	Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul mode.</i>	
X26	3.73 Axle Ratio	Included
STDGV	GVWR: 6,100 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
PAINT	Monotone Paint Application	STD
141WB	141" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers	Included
53B	Class IV Trailer Hitch Receiver	Included
	REQUIRED for towing up to 5,000 lbs.	
	<i>Includes smart trailer tow connector and 4-pin/7-pin wiring harness.</i>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 Regular Cab Styleside 8' box 141" WB XL(F1C)
VIN: 1FTMF1C88FKD50464 Stock Number: FKD50464

Selected Options (cont'd)

Code	Description	MSRP
53A	Trailer Tow Package REQUIRED for towing over 5,000 lbs. <i>Includes:</i> - 3.73 Axle Ratio - Auxiliary Transmission Oil Cooler - Class IV Trailer Hitch Receiver Includes smart trailer tow connector and 4-pin/7-pin wiring harness. - Engine Oil Cooler - Upgraded Front Stabilizer Bar	495.00
Interior Colors		
AG	Medium Earth Gray	N/C
Primary Colors		
YZ	Oxford White	N/C
SUBTOTAL		\$26,215.00
Destination Charge		\$1,195.00
TOTAL		\$27,410.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 Regular Cab Styleside 8' box 141" WB XL(F1C)
VIN: 1FTMF1C88FKD50464 Stock Number: FKD50464

Pricing

SUBTOTAL	MSRP
Vehicle Price	25,720.00
Options	495.00
Upfitting	0.00
Fuel Charge	0.00
Destination Charge	1,195.00
Total	27,410.00
Pre-Tax Adjustments	
TRANSPORT HIRE TRANSPORT FOR PICK AND DELIVERY	600.00
DISC DISCOUNT INCL.STATE CONC	(7,219.84)
Total Pre-Tax Adjustments	(6,619.84)
Pre-Tax Total	20,790.16
Single Vehicle Total 1 (Number of Vehicles)	20,790.16
Grand Total	20,790.16

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x2 Regular Cab Styleside 8' box 141" WB XL(F1C)
VIN: 1FTMF1C88FKD50464 Stock Number: FKD50464

STATE BID

STATE BID PRICE IS \$19757.00 ON THIS UNIT

DIFFERENCES IN PRICE \$1033.16

DIFFERENCE IN EQUIPMENT

TRAILERING PKG, TRANSPORT AND DELIVERY FROM HOUSTON, TX

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared For: CITY OF MCALESTER Prepared By: Jeff Caldwell Date: 07/06/2015 | Price Level: 515 Quote ID: F1C464



Freedom Ford
720 S. George Nigh Expressway, McAlester, Oklahoma, 74501
Office: 918-423-2800 Fax: 580-225-0471

Customer Proposal

Prepared For:

CITY OF MCALESTER

Prepared By:

Jeff Caldwell
Office: 918-423-2800
Email: jcaldwell//117@yahoo.com

Date: 07/06/2015

Vehicle: 2015 F-150 XL

4x4 SuperCab Styleside 6.6' box 145" WB

VIN: 1FTEX1E81FFA39546

Stock Number: FFA39546





Freedom Ford
720 S. George Nigh Expressway, McAlester,
Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.6' box 145" WB
XL(X1E)
VIN: 1FTEX1E81FFA39546 Stock Number:
FFA39546

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Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.6' box 145" WB XL(X1E)
VIN: 1FTEX1E81FFA39546 Stock Number: FFA39546

Selected Options

Code	Description	MSRP
Base Vehicle		
X1E	Base Vehicle Price (X1E)	32,905.00
Packages		
100A	Equipment Group 100A Base	N/C
	<i>Includes:</i> - Engine: 3.5L Ti-VCT V6 (FFV) - Transmission: Electronic 6-Speed Automatic Includes tow/haul mode. - 3.73 Axle Ratio - GVWR: 6,300 lbs Payload Package - Tires: P265/70R17 OWL A/T Includes OWL A/T spare tire. - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat Includes manual driver lumbar and 2-way manual driver/passenger adjustment. - Radio: AM/FM Stereo/Clock	
Powertrain		
998	Engine: 3.5L Ti-VCT V6 (FFV)	Included
446	Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul mode.</i>	
X26	3.73 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P265/70R17 OWL A/T	Included
	<i>Includes OWL A/T spare tire.</i>	
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
	<i>Includes 2-way manual driver/passenger.</i>	
Other Options		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo/Clock	Included
53B	Class IV Trailer Hitch Receiver	195.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
McAlester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.6' box 145" WB XL(X1E)
VIN: 1FTEX1E81FFA39546 Stock Number: FFA39546

Selected Options (cont'd)

Code	Description	MSRP
	REQUIRED for towing up to 5,000 lbs. <i>Includes smart trailer tow connector and 4-pin/7-pin wiring harness.</i>	
PAINT	Monotone Paint Application	STD
Interior Colors		
AG	Medium Earth Gray	N/C
Primary Colors		
YZ	Oxford White	N/C
SUBTOTAL		\$33,100.00
Destination Charge		\$1,195.00
TOTAL		\$34,295.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.6' box 145" WB XL(X1E)
VIN: 1FTEX1E81FFA39546 Stock Number: FFA39546

Pricing

SUBTOTAL	MSRP
Vehicle Price	32,905.00
Options	195.00
Upfitting	0.00
Fuel Charge	0.00
Destination Charge	1,195.00
Total	34,295.00
Pre-Tax Adjustments	
DRVR FOR VEHICLE PICKUP FRM OTHER DEALER	405.00
DISC DISCOUNT INCL.STATE CONC	(10,535.44)
Total Pre-Tax Adjustments	(10,130.44)
Pre-Tax Total	24,164.56
Single Vehicle Total 1 (Number of Vehicles)	24,164.56
Grand Total	24,164.56

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford
720 S. George Nigh Expressway,
Mcalester, Oklahoma, 74501
Office: 918-423-2800

2015 F-150
4x4 SuperCab Styleside 6.6' box 145" WB XL(X1E)
VIN: 1FTEX1E81FFA39546 Stock Number: FFA39546

STATE BID

STATE BID PRICE IS \$23474.00 ON THIS UNIT

DIFFERENCES IN PRICE \$690.56

DIFFERENCE IN EQUIPMENT

CD, BOXLINK, PICK UP AND DELIVERY FROM MARSHFIELD MO

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared For: CITY OF MCALESTER Prepared By: Jeff Caldwell Date: 07/06/2015 | Price Level: 515 Quote ID: X1E546



McAlester City Council

AGENDA REPORT

Meeting Date:	7-14-2015	Item Number:	11
Department:	Finance/Safety	Account Code:	
Prepared By:	Doug Basinger	Budgeted Amount:	
Date Prepared:	5-21-2015	Exhibits:	1

Subject

Consider and act upon, approval and acceptance of the revised Safety Manual.

Recommendation

Staff recommends approval of the revised Manual.

Discussion

The Safety Manual has not had any changes since June 2005. The major changes are employee names and emergency contact numbers. MSDS and SDS have been changed to Material Safety Data Sheets and Safety Data Sheets, respectively. A few definitions have been updated and grammatical errors fixed. Three new sections were added that we already follow but were not specifically addressed in the previous manual. They are the Accident Review Board, Fall Protection, and Safety Vests. There was a new section added on SWA (Stop Work Authority), which is a standard most all other industries follow that protect our employees. A sentence on cell phone use while driving was also added.

Approved By

	Initial	Date
Department Head	DB	5/21/2015
City Manager	P. Stasiak	

INTRODUCTION

Policy Statement.

It is the policy of the City of McAlester to provide a safe and healthful workplace and to foster safe work behaviors and attitudes. Employees of the City of McAlester shall observe all safety policies, procedures, rules and regulations in the performance of their duties.

1-2. Purpose.

An accident is defined as an unplanned, uncontrollable event which frequently results in equipment damage and/or injury ~~or damage to employees, which interrupts and may interrupt~~ the completion of a job or duty. It is always caused by an unsafe act(s) and or unsafe condition(s).

Occupational accidents produce economic and social loss, impair productivity and retard the advancement of standards of living. Humane and economic considerations recommend the establishment and implementation of effective injury control measures. A concentrated, continuing, professional effort is required. A dynamic program of health and safety education and training is the best known solution to the control of occupational accidents.

The effectiveness of a health and safety program, as with any good program, depends on the active support and involvement of all employers and employees.

1-3. -Scope.

This regulation applies to all organizational elements of the City of McAlester and tenant activities serviced by this Safety Office.

1-4. Responsibilities for Safety.

Safety Officer. ~~Shawn Smith is designated as the City of McAlester employees' Safety Officer.~~ -The Safety Officer shall supervise all occupational safety and health and accident prevention activities of the City of McAlester, interpret safety policies and procedures, and is responsible for the continuity, promotion, and success of the overall safety program. The Safety Officer is responsible for City wide supervision over safety matters and is delegated authority to act on behalf of the City Manager in all safety matters. The Safety Officer shall have complete cooperation from top management (Department Heads and Division Heads).

Department Heads. Each Department Head shall be responsible for the safety of his or her area; shall require subordinates to comply with safety rules and regulations; shall coordinate all occupational safety and health matters with the Safety Officer; and shall actively pursue the promotion of and participation in the City of McAlester's safety program.

Foreman or Supervisors. Vital elements of the Department Head's responsibilities are employee training, adequate supervision, identification and correction of unsafe conditions, prohibition of unsafe acts, investigation of accidents, and enforcement of safety regulations. The prevention of injuries shall be of primary concern, along with quality and quantity of production.

Employees. Each employee shall follow safety instructions, develop safe working habits, and wear any necessary personal protective clothing and equipment which shall be furnished at no charge to the employee.

1-5. Accident Prevention Inspections.

All City facilities shall be inspected by the Safety Office at least annually, records of inspections made, and measures taken to correct unsafe or unhealthy working conditions in the shortest time possible.

Department Heads shall make daily inspections of work areas and operating conditions to assure that no hazards exist and that safe work practices are being employed.

1-6. Safety Council.

The Safety Council will include all Department Heads. The Safety Council is made up of safety representatives from each department. It meets at least once each quarter and hears the concerns, suggestions and recommendations from the safety representatives.

1-7. Departmental Safety Meetings.

Department Heads shall conduct five (5) to thirty (30) minute safety meetings at least once a week and send a summary of these meetings monthly to the Safety Office. Employee participation in these meetings is beneficial and should be encouraged. Safety personnel will assist supervisors in the conduct of these meetings, or will provide suitable material for presentation.

1-8. Safety Training.

The Safety Officer shall participate in the annual supervisor development training program by conducting five training sessions.

All new employees shall be given a safety indoctrination by the Safety Office prior to reporting to the assigned work area.

1-9. Employee Exposure.

Under the Oklahoma Occupational Health and Safety Standard Act, the Safety Officer shall be required to keep an employee injury record on all injuries for each employee.

1-10. Stop Work Authority (SWA).

Stop work responsibility. Every employee has the responsibility and authority to stop work immediately, without fear of reprisal, when the employee believes:

a. Conditions exist that pose a danger to the health and safety of workers or the public; or

b. Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to a facility; or

c. Conditions exist, that if allowed to continue, could result in the release of hazardous substances that could exceed applicable regulatory requirements or approvals.

Reporting unsafe conditions. Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the supervisor or person in charge at the location where the activity or condition exists. Following notification, the responsible supervisor will resolve this issue.

Right to a safe workplace. It is the policy of the City of McAlester not to discriminate against any employee who reports a work related fatality, injury, or illness, files a safety and health complaint, requests access to injury and illness records, or otherwise exercises any rights afforded by occupational safety and health laws. Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

Stop work resolution. If an employee or supervisor has a stop work issue that has not been resolved through established channels, immediately contact the safety officer.

1-11. Accident Review Board.

PURPOSE:

- A. To establish a fair and impartial review system for all vehicle/equipment accidents/incidents involving city employees, which results in injuries, illnesses, and/or property damage. The primary objective being to improve the overall safety of city operations.
- B. To establish the cause for each reviewed accident and determine whether the accident/incident was preventable or non-preventable.
- C. To establish uniformity of discipline.
- D. To make recommendations for corrective action to the City Manager.

DEPARTMENTS AND PERSONNEL AFFECTED:

This policy applies to all city employees with the exception of the Uniform Police Officers for the Police Department. The Police Department has its own established Accident Review Board.

REVIEW BOARD

The Accident Review Board shall be composed of the following:

- A. Police Chief
- B. Fire Chief
- C. Community Services Director
- D. Public Works Director
- E. Safety/Risk Management Officer

The Safety/Risk Management Officer shall be the Chairperson of the Review Board. The Accident Review Board shall review all vehicular and non-vehicular accident reports of city owned vehicles and/or equipment where property damage, personal injury or death occurs.

ACCIDENT FACTS PRESENTED TO THE BOARD:

- A. Official Oklahoma Traffic Collision Report/ Law Enforcement Investigation Reports
- B. City Investigation Reports
- C. City of McAlester Vehicle and Equipment Accident Report
- D. Statement of Witnesses
- E. Diagrams, photographs, and any other available evidence.
- F. Employee's past accident history

DEFINITION OF VEHICLE ACCIDENT:

A vehicle accident is defined as "any occurrence or allegation in which a city owned vehicle or city owned equipment is involved in a situation which results in death, personal injury or property damage, regardless of who was injured, what property was damaged or to what extent, where it occurred or who was responsible".

DEFINITION OF NON-VEHICLE ACCIDENT:

A non-vehicular accident is defined as any occurrence or allegation of personal injury or property damage to or by a city employee or private citizen resulting in medical treatment, lost time, or property repair (e.g., slips and falls, cuts, abrasions, machinery accidents, puncture type wounds.

DETERMINATION OF PREVENTABILITY:

The Review Board should determine whether the vehicular or non-vehicular accident was preventable or non-preventable after a review of the pertinent facts. The responsible condition and contributing factors which caused the accident/incident should be determined (e.g., lack of training, equipment defect, driver error, human error). Preventability is not to be confused in the case of vehicular accident as with the court room process of finding fault. A driver may not be "at fault" legally, but still may have been able to prevent the accident.

NOTIFICATION OF REVIEW:

Whenever an employee's accident/incident is to be reviewed by the Board, he/she will be notified that the Board will be reviewing the accident/incident to determine whether or not the accident/incident was preventable or non-preventable on the employee's part. The employee will be allotted the opportunity of making a presentation at the review if they so choose.

The employee will not be allowed to be present during the Accident Review Board discussion or recommendation process.

HC-1. HAZARD COMMUNICATION

HC1-1. Purpose.

The purpose of a Hazard Communication Program is to alert safety, supervisory, and operating personnel to the hazards involved in the use of certain materials and to provide the necessary precautionary measures. Employees are to utilize this information to keep themselves and their co-workers protected from possible hazards. With respect to health hazards, which are primarily medical in nature, it is the intent of this chapter to supply sufficient information to enable non-medical personnel to identify the possible existence of such hazards and to provide precautionary or remedial measures, which do not involve complex medical terminology. Under Oklahoma Standards, "Hazard Communication" requires a written hazard communication program, methods for hazard determination, a list of all chemicals, a ~~Material~~-Safety Data Sheet (MSDS) file, use of warning labels and personnel training.

HC1-2. Definition of Hazardous Chemical.

For the purposes of understanding the program's components, a hazardous chemical is a chemical which presents a health or physical hazard. A health hazard means a chemical can produce acute or chronic health effects in exposed individuals. The term health hazard includes chemicals that are carcinogens, irritants, sensitizers, corrosives and reproductive toxins. Chemicals that affect the kidneys, lungs, skin, liver, central nervous system, eyes or mucous membranes are included. The term physical hazard includes chemicals which are a combustible liquid, compressed gases, flammable, organic peroxide, oxidizers, pyrophoric (ignite spontaneously), unstable (reactive), or water reactive. The definition of a hazardous chemical is broad and includes many chemicals the City of McAlester uses in the workplace.

HC1-3. Hazard Determination.

When chemicals are purchased from a supplier, a hazard determination will be made by obtaining a MSDS from the supplier. No new chemical will be used in the workplace prior to obtaining a MSDS.

As a general guide, any physical hazard should be considered a hazardous chemical which must be covered by this program. Any material that is a carcinogen or suspected carcinogen is also included. Human and animal data shall also be considered and included in the hazard assessment.

HC1-4. Hazardous Chemicals List.

A master list of all hazardous chemicals used in the City will be available in the Safety Office. The list will be updated monthly. Products will be listed alphabetically. Copies of the master list can be found at the following locations: Main Fire Station and Safety Office. Also, hazardous chemical lists for specific facilities will be maintained at that facility and available to employees on request.

HC1-5. ~~Material~~ Safety Data Sheets (MSDS).

- a. City of McAlester shall obtain a MSDS for each product containing hazardous chemicals that are used or stored in the workplace. All MSDS's must meet the requirements of 29 CFR 1910.1200 (g).
- b. City of McAlester policy will require MSDS's to be a line item on the requisition when products containing hazardous chemicals are ordered. An exception to this requirement will be when MSDS's are already on file in the Safety Office. All products containing hazardous chemicals must have a MSDS to correspond with the product. All new material purchases shall have a ~~material~~-safety data sheet at time of delivery of the material. The Safety Office will review MSDS's on new material purchases and make recommendations for safe use of the product within the City of McAlester.
- c. Upon receipt of a ~~Material~~-Safety Data Sheet, the Department Head and/or Division Head will forward a copy to the Safety Officer where a master file of MSDS's will be maintained.
- d. If the documentation received is inadequate, additional safety and health related information must be obtained before the product is used.
- e. A master file of MSDS's of products used throughout the City of McAlester shall be maintained and made readily accessible by the Safety Officer. Request made to the Safety Officer for a MSDS will have a response time of less than one (1) day. An employee who questions the safety of a material may request his/her supervisor to obtain a copy of the MSDS from the Safety Officer before using the material.
- f. The City will have MSDS's on site location for employee inspection at any time.

HC1-6. Warning Labels.

- a. Labels are required on all hazardous product containers in the City of McAlester. Label information for incoming or outgoing products shall contain appropriate hazard warning(s), identity of the hazardous chemical(s) contained in the product, name and address of the chemical manufacturer, importer or other responsible party. Department Heads will be responsible for insuring all containers entering the workplace are properly marked. If a container is shipped to City of McAlester without appropriate label information, Department Head will hold the material until an appropriate label can be obtained from the manufacturer. Products being containerized for off-City of McAlester shipment must also be in a properly labeled container. The Department Head will insure that all labels on outgoing material meet current, DOT, OSHA Hazard Communication and other federal specifications. The Department Head is also responsible for checking containers for proper labeling prior to shipping.
- b. Specific label information (i.e., chemical name and hazard warning) will be required on in-house containers. Labels are not required when hazardous chemicals are transferred from labeled containers and are used immediately or are given to a lab technician for immediate analysis.
- c. Precautions shall be taken to insure the label is not defaced or removed from any containers. If a label should be defaced or removed, the department using the product is responsible for affixing another label on the container with the required label information.
- d. The Department Head will be responsible for insuring all on site tanks, vessels, process containers, and other non-movable containers are marked accurately. Departments will be contacted periodically by the Safety Officer and asked to check whether proper labeling is present on these vessels and containers. Pipes, pipe systems, and chemical feed systems will be appropriately labeled.

HC1-7. Available Labels.

Pressure sensitive labels are available through the Safety Office.

HC1-8. Label Design.

- a. The label shall identify the hazards of a material in terms of three principal categories, namely, "health," "flammability,"

and "reactivity (instability)"; and indicate the order of severity numerically by five divisions ranging from "four (4)," (indicating a severe hazard), to "zero (0)", (indicating no special hazard). This information is presented by a diamond shaped diagram divided into four diamond shaped diagrams. The "health" hazards will always be shown by the diamond on the left, (blue background or blue numerals). The "flammability" hazards will always be shown by the diamond at the top. (Red background or red numerals). "Reactivity" hazards will always be shown by the diamond on the right (yellow background or yellow numerals). The bottom diamond (white) will indicate specific types of hazards including the symbol -W- which means "Do not use water if this material is burning (or near something that is burning)." Other symbols used alone or in combination with each other or -W- are:

OXY	Oxidizer	(Do not store with combustible material)
	ACID	Acid
	ALK	Alkali
	COR	Corrosive

b. Sample Label.

HC1-9. Training.

- a. The hazard communication regulation requires that employees, contractors, and visitors be informed and trained on the potential hazards associated with chemicals and products at City of McAlester. Training efforts will be coordinated through the Safety Office by Department Heads and Division Heads.
- b. Employees working with products containing hazardous materials will be formally trained on the parameters of the Hazard Communication Program. This training shall accomplish the following:
 - 1) Inform employees of the requirements of the OSHA Hazard Communication Law.
 - 2) Inform employees on the location of the Hazard Communication Program, MSDS's, and the list of hazardous chemicals.
 - 3) Explain physical and health hazards of chemicals used in the workplace and the relation to industrial toxicology.
 - 4) Explain details of labeling and MSDS's and how employees can use the appropriate hazard information.

- c. Division Heads and Department Heads will be trained in these areas by the Safety Office. In turn, Department Heads will formally train employees in their departments. Visual aids (films, slides) and literature on the Hazard Communication requirements may be used to supplement the instruction.
- d. Informal on-the-job training will also be given by Department Heads which will be specific to the chemicals used at the work site. MSDS's will be reviewed for those chemicals with which employees routinely work. Department Heads will also inform employees of any potential hazards associated with non-routine tasks. This training will accomplish the following:
 - 1) Inform employees of operations in the work area where hazardous chemicals are present.
 - 2) Inform employees of the methods and observations that may be used to detect the presence or release of hazardous materials.
 - 3) Review the safety rules and procedure's employees are to use to protect themselves against workplace hazards.
- e. Employee training must be accomplished when new employees are assigned, or when existing employees are reassigned to work areas for which they have never received hazard training. It will also be accomplished when new/different chemicals (i.e., new hazards) are introduced to a work area.
- f. All new employees will be trained and educated as to job hazards and job function within thirty (30) days.
- g. Contractors: Contractors must inform the Safety Officer of any hazardous materials that the employees may be exposed to while the contractor is performing work for the City of McAlester.
 - 1) All contractors will be informed of hazardous materials present in the area in which the contractor will be working.
 - 2) MSDS information shall be available to contractor's employees.
 - 3) The contractor shall supply MSDS's to the City of McAlester for hazardous material brought into the workplace.

HC1-10. Employee exposure.

- a. Under the Oklahoma Hazard Communication Standard, the City of McAlester shall be required to keep an employee exposure record on all exposures to hazardous materials for each employee. The record shall be maintained at the City of McAlester Safety Office a minimum of forty (40) years.
- b. Visitors authorized to enter restricted areas will be required to be informed of potential hazards and applicable safety rules. The Department Head responsible for the visitor will be required to convey applicable hazardous information and supply ~~appropriate personal~~ appropriate personal protective equipment to the visitor before entering the restricted area.

HC1-11. Employee Rights.

- a. An employee that has requested information on specific hazardous materials has the right to refuse to work with that substance until the necessary information is provided the employee. In this instance, specified time is on request.
- b. Employees are required to maintain and use all personal protective equipment issued to them. Employers may take appropriate disciplinary actions against employees who do not comply ~~to with~~ safety mandates.
- c. Employees must notify their supervisor immediately upon exposure of hazardous material.

EAP-1. CITY OF McALESTER EMERGENCY ACTION PLAN

EAP1-1. RESPONSIBILITIES

- a. The Safety Committee shall be responsible for implementing and assuring the integrity of the City of McAlester Emergency Action Plan. The Safety Committee shall consist of one representative from each city division: Administration, Police, Fire, Community Services, Administrative Services, Engineering and Public Works. The Safety Committee shall receive direction from the Safety Officer.
- b. The Safety Officer will be responsible for supervising the execution of the emergency action plan. The Safety Officer will be responsible for ensuring that the Fire Division and Police Division are notified when conditions so warrant. The Safety Officer will maintain training records for all City employees.
- c. Each Division Director shall appoint an individual within that division to serve on the Safety Committee. This individual will be responsible for implementing the emergency action plan within his/her own role and acting according to the provisions outlined in this plan.

EAP1-2. EMERGENCY NOTIFICATION

- a. FIRE ALARM
- b. WEATHER AND OTHER EMERGENCIES

WEATHER. When a tornado warning is issued by the National Weather Service for the McAlester area, the Safety Officer will notify each division member of the Safety Committee who will in turn notify the various Department Heads of impending danger.

BOMB THREAT OF OTHER CIVIL EMERGENCY. In the event of a bomb threat or other civil emergency, 911 and the Safety Officer shall be notified immediately of the existence of such an emergency. The Safety Officer shall then in turn notify each division member of the Safety Committee with specific instructions for evacuation or other action to be taken.

MEDICAL. In the event of a medical emergency, notify 911 immediately.

FIRE.

- 1) ROUTES OF EGRESS. For the purpose of evacuating the building in case of a fire, evacuation floor plans have been placed in all buildings owned and staffed by the City of McAlester. The evacuation floor plans identify exits, doors, hallways, and direction of travel for egress from the building. The evacuation floor plans will be posted on bulletin boards in each building along with other employee notifications.
- 2) ACCOUNTING FOR PERSONNEL. Immediately upon exiting the building, all employees will assemble by department at a safe location away from the building where the Department Head or acting Department Head will take a count of personnel within that department known to be in the building at the time of the alarm and evacuation. Each Department Head will report to the Division Head the individuals who are and who are not accounted for. The Division Head will then give this information to the Safety Officer.

NOTE: No employee of the City of McAlester other than the McAlester Fire Department personnel will engage in search and rescue activities.

- 3) MEDICAL. In the event of a medical emergency, notify 911 immediately. ~~Any need for medical assistance will be reported to the McAlester Police Department.~~

b. WEATHER

- 1) SEVERE WEATHER SHELTER. In the event of a tornado warning for the McAlester area, City employees shall immediately evacuate to the basement in buildings which have a basement. In buildings which do not have a basement, employees shall seek shelter on the lowest floor of the building preferably in a small centrally located room. Employees shall remain away from windows and doors during the duration of the emergency.

c. BOMB THREAT OR OTHER CIVIL EMERGENCY.

- 1) When an evacuation of the building is necessary due to bomb threat or other civil emergency, employees will utilize the means of egress as outlined in the fire evacuation procedure. Once again, the Department Head will account

for personnel and relay this information to the Safety Officer as outlined in the fire evacuation procedure.

EAP1-3. TRAINING

- a. INITIAL TRAINING. Upon implementation of this plan, the Safety Officer will train each division safety committee member on their responsibilities in implementation of this plan. The division safety committee member will then train the individual department heads on their responsibilities in implementation of this plan. The department heads will then train the remaining City employees on their responsibilities for implementation of this plan.
- b. NEW EMPLOYEE TRAINING. As new employees are brought onto the City staff, the respective department head will be responsible for ensuring the new employee is trained on the content of the emergency action plan.
- c. DRILLS. Fire drills will be conducted twice annually or as determined necessary by the Safety Officer. Severe weather drills will be conducted once annually prior to the onset of the spring storm season. Civil emergency drills will be conducted as determined by the Safety Officer.
- d. SAFETY OFFICER. The Safety Officer will receive training as available on emergency planning and operation.

EAP1-4. EMERGENCY PROCEDURE CHECKLIST

- a. CALL AMBULANCE (Caller must give clear and accurate directions, assign a competent person to meet ambulance at entrance).

AMBULANCE SERVICE: Phone 911

- b. CALL POLICE

POLICE SERVICE: Phone 911

- c. CALL FIRE DEPARTMENT

FIRE SERVICE: Phone 911

- d. CALL UTILITIES

POWER COMPANY

- 1. Public Service of Oklahoma - ~~918-426-1600~~888-237-2221
- 2. Kiamichi Electric Cooperative - 800-888-2731

GAS COMPANY

1. Centerpoint Energy - 423-2324 or ~~426-13060888-876-5786~~
2. ~~Centerpoint Energy Resources - 426-1733~~

WATER AND SEWER

1. City of McAlester Police Department
non-emergency number 423-1212
2. Public Works Supervisor 421-4909 or 421-1010

NOTIFY APPROPRIATE MANAGEMENT

~~Administration - Pete Stasiak~~City Manager - 423-9300 ext. 4964

~~Administrative Svcs - Pete Stasiak - 423-9300 ext. 4982~~

~~Chief Financial Officer - 423-9300 ext. 4936~~

~~Police - Jim Lyles~~Chief - 423-9300 ext. 4941

~~Fire - Brett Brewer~~Chief - ~~423-9300 ext. 4935~~421-4950

~~Community Services - Mel Priddy~~Director - ~~421-4914~~

~~Public Works Director - 423-9300 ext. 4992~~

~~Utilities - David Medley - 423-9300 ext. 4995~~

~~Safety Officer - 423-9300 ext. 4934 or 424-9105~~



**CITY OF McALESTER
SAFETY DIVISION
P.O. BOX 578
McALESTER, OKLAHOMA**

E M P L O Y E E E X P O S U R E F O R M

EMPLOYEE NAME: _____

SUPERVISOR: _____

SOCIAL SECURITY NUMBER: _____

DATE: _____ LOCATION: _____

DESCRIBE NATURE OF EXPOSURE: _____

DESCRIBE ANY FIRST AID ADMINISTERED: _____

DESCRIBE ACTIONS TO BE TAKEN TO AVOID RE-OCCURRENCE: _____

HAS THIS TYPE OF EXPOSURE OCCURRED BEFORE? _____ IF SO DESCRIBE
THE PROBLEM: _____

HAS THIS EMPLOYEE BEEN EXPOSED BEFORE: _____ NO _____ YES

IF YES, HOW MANY TIMES: _____

DATES OF EXPOSURE(S): _____

SUGGESTIONS TO PREVENT RE-OCCURRENCE: _____

SIGNED: _____ EMPLOYEE

WITNESS

SUPERVISOR

SM-1. PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

SM1-1. General.

- a. Personal protective clothing and equipment are provided at no cost to the employee when required to protect City of McAlester employees from specific hazards encountered in performance of a job. Personal protective clothing and equipment do not eliminate or reduce the hazard itself. Failure to wear or use the protective clothing or equipment means immediate exposure to the hazard. Engineering controls have and will be used wherever possible to reduce or eliminate any inherent hazards. Until the hazards are eliminated, the use of personal protective clothing and equipment by City personnel in hazardous jobs is mandatory.
- b. Safe work attire such as long sleeves, cuffless trousers, pocketless shirts, substantial shoes, or properly fitting clothes, is a condition of employment and should not be confused with additional personal protective clothing and equipment.

SM1-2. Determining Requirements.

Each job shall be analyzed by the supervisors and the Safety Office for inherent hazards. The need for and specific kinds of personal protective clothing and equipment will be documented and included in standard operating procedures.

SM1-3. Equipment Selection.

All items of personal protective clothing and equipment must meet approved national safety standards and must be approved by the Safety Office prior to procurement. The Department Head shall be responsible for assuring that all items of safety equipment are approved by the Safety Office before they are procured.

SM1-4. Education and Enforcement.

- a. At the time of issue of protective clothing and equipment, personnel will be told and/or shown the proper care and use of each item.
- b. Supervisor shall be responsible to assure all necessary personal protective clothing and equipment is properly utilized when required. Supervisors are also required to set an example by

the conscientious use of all necessary protective clothing and equipment.

SM1-5. Eye Protection.

- a. The Safety Office is responsible for proper selection, control, distribution, and maintenance of prescription and non-prescription safety glasses, splash (chemical) goggles, dust-tight cover goggles, and tour-guard visitor's goggles. All protective eyewear will meet the requirements of American National Standards Institute (ANSI) Z87.1.
- b. Safety glasses that contain sun filter lenses shall be used in departments that require employees to work in direct sunlight. When employees are assigned within sheltered or enclosed buildings, then clear lenses shall be used.
- c. Contact lenses are not considered as acceptable substitutes for appropriate eye protection. Contact lenses will not be worn in work environments where metal shavings, grindings, chemicals, fumes, smoke, explosive or corrosive dusts, or corrosive liquids are present. When the use of contact lenses is medically necessary, other eye protection such as cover goggles or face shields, are required while in the potentially hazardous work area.
- d. In all areas or operations identified, recognized, or designated as eye hazardous, the use of appropriate safety eye protection is mandatory by all personnel, including workers, supervisors, inspectors, and transients.
- e. All safety eyewear shall be cleaned, disinfected, and repaired.
- f. Face shields shall be provided by the individual office or director for all operations where their use is required. Exposure to flying sparks, shavings, splashing liquids, molten explosives or tar, all require the use of a face shield.

SM1-6. Head Protection.

- a. Safety helmets, or hard hats as they are commonly referred to, will be worn by personnel working in places where there is exposure from falling objects, in construction work, in ditches or excavations, and when using pick axes or sledge hammers. Safety helmets will be worn at all times by all personnel in a posted "Hard Hat" area.
- b. All safety helmets procured by the City of McAlester shall meet the requirements and specifications of ANSI Standard Z89.1.

c. All safety helmets shall be dielectric (non- conductive) and specifically approved as protection against electrical hazards.

SM1-7. Foot Protection.

General.

Safety (hard-toe) shoes or boots for the specific hazard involved, as determined by the Safety Office, shall be issued to City employees at no cost to the employee. All safety footwear procured by the City of McAlester shall meet the requirements and specifications of ANSI Standard Z41.1. Footwear meeting the ANSI specifications and requirements will have one shoe of each pair clearly and legibly stamped by the factory.

Footwear received without this stamp will not be issued.

Electrical Hazard Safety Shoes.

Electrical hazard safety shoes will be provided to electricians, electronics personnel, and other personnel who may come in contact with live electrical circuits in their regularly assigned jobs. This footwear will be kept dry and in good repair to provide complete protection.

SM1-8. Protective Gloves.

Protective gloves such as rubber gloves, surgical gloves, cotton gloves, leather-palm gloves, and plastic gloves, will be issued for operations where employees are in direct contact with toxic materials, materials that can cause cuts, splinters, or burns (including acid or caustic), extreme heat, and electrical operations where personnel may be subject to shock. Gloves will not be worn by personnel working with or around moving machinery.

SM1-9. Hearing Protectors.

| All personnel exposed to noise hazards, either intermittently, or when assigned to a noise-hazard area, will be provided with and will wear hearing protective devices.

SM1-10. Respiratory Protective Devices.

All personnel exposed to environments such as dusts, smokes, gases, vapors, mists, and sprays, which could present respiratory problems, will be provided with the appropriate respirator prior to commencement of the operation. The requirement for respirator use in any operation shall be documented as to the type required for the potential exposure.

SM1-11. Lifelines and Safety Belts.

Personnel who enter buildings or tanks in which there may be toxic gases or vapors will wear lifelines and safety belts in conjunction with other protective equipment. Each lifeline will be controlled by another person outside the tank or building. Pre-entry gas-free testing by Safety-Medical personnel will be provided as required.

SM1-12. Hair Protectors.

Personnel with long, stringy hair who are required to work around belts, pulleys, rotating shafts, couplings, or other machines with rotating, moving parts, will wear protective hair coverings to protect hair from being drawn into the moving parts.

Personnel engaged in operations involving exposed propellants, explosives, low flash point solvents, or other hazardous substances, will wear hair protectors in the form of caps made of flame-resistant materials.

SM1-13. Fall Protection.

Employees working from an elevated surface exceeding OSHA's and Dept. of Labor permissible height (4 feet for General Industry, and 6 feet for Construction) that is NOT protected by a guardrail or other approved protective device must wear an approved fall arrest system. This system will include a safety harness and shock absorbing lanyard/fall arrest cable. Employees must be trained in the correct use of all fall arrest systems.

SM1-14. Safety Vests

All employees working on construction of streets, utilities, City facilities/property on or near worksites, streets, county roads, or State/Federal highways will wear an approved high visibility orange or lime green safety vest, coat, or shirt at all times. Fire and Police, during operations on streets, county roads, or highways will wear an approved high visibility safety vest over their uniform or firefighter gear. Firefighters will not wear a safety vest during firefighting operations.

SM-2. CONTAMINATION, DECONTAMINATION, AND DISPOSAL

SM2-1. General.

This chapter contains policies, responsibilities, and procedures relating to decontamination and disposal of contaminated items such as facilities, land, tooling, material, materiel, and equipment that are being placed in standby, transferred from one location to another for any reason, or being disposed of to other Government agencies or to the general public.

It applies to contaminated items shut down for maintenance, repairs, alteration, or modification, regardless of who performs the work, i.e., set-up personnel, facilities personnel, and contractors (service and construction).

SM2-2. Definitions.

The following definitions apply for material which by nature of its use or intended use could be contaminated or contain a contaminant.

Contaminant: Includes any reactive material (i.e., explosives, propellants, pyrotechnics), radioactive materials, acid or corrosive materials, toxic substances, chemical agents/munitions or their by-products.

Contaminated: Status of an item which has been in contact with or exposed to a contaminant.

Contaminant area: The area within which the contaminant is contained. It may be limited to the inside compartments of a laboratory glove box; single room within a building; an entire building or group of buildings with associated services drains, sumps, exhaust units, ramps, narrow gauge railroad, etc.); open terrain, such as test and demolition areas; a vehicle, etc.

Decontamination: The partial or complete removal or neutralization of a contaminant. The words "decontamination: and "decontaminated" should be used with other words, such as "degree of", "partial" or "partially", "complete" or "completely", to assure that the person receiving information does not assume contaminant has been completely removed when it may have been only partially removed.

Degree of decontamination:

- 1) "X" - A single "X" indicates item has been partially decontaminated. Further decontamination processes are required before item is moved or any maintenance, repair, etc., is performed. This degree would generally be applied to item as it stands in place after being used and subjected only to routine cleaning after use.
- 2) "XXX" - Three "X"'s indicate that an item has been examined and cleaned by approved procedures and no contamination can be detected by appropriate instrumentation, test solutions, or by visual inspection on easily accessible surfaces in concealed housings, etc., and is considered safe for intended use only.
- 3) "XXXXX" - Five "X"'s indicate equipment has been completely decontaminated and may be released for general use or sold to the general public.
- 4) "O" - A single "O" (zero) indicates the item, although located in a contaminant area, was never exposed to the contaminant and may be released for general use. Examples:

Equipment in motor-equipment rooms, offices isolated from the contaminant within a contaminant area, a building which contains no contaminants and is located within a contaminant area, such as an inert building within a contaminated production area.

SM2-3. Policies.

Detailed procedures for decontamination or clean-up applicable to specific items will be prepared for each location or project where major decontamination or clean-up is to be accomplished. All procedures and instructions covering decontamination will be in writing.

When work is performed in a contaminant area or on a contaminated item, such work will be overseen by persons knowledgeable of the item and contaminant involved, in addition to the supervision by the supervisor of the work crew(s).

A complete record of decontamination and clean-up actions that have been performed in each contaminant area and on each piece of equipment and tooling, will be prepared whenever operations in a contaminant area are discontinued for the purposes of putting item in standby, dismantling, demolition, alteration, conversion, repair or maintenance. This record is to acquaint those involved in working in the area as to what hazards may exist in order for them to institute proper precautions. Information to be included in this record is as follows:

- 1) Identification of the item/complex involved.
- 2) Office of Record (that segment having responsibility for facility/equipment).
- 3) Subjects to be included in record of facilities and equipment which have been contaminated are, as a minimum:
 - a) Previous use (include type of contaminant involved)
 - b) Decontamination procedure used
 - c) Decontamination status degree
 - d) Special instructions
 - e) Restrictions
 - f) Identification of critical points of operation
 - g) List of personnel knowledgeable about facility
 - h) Transfer lines, drains, sumps, etc., involved
 - i) Identity of equipment
 - j) Site plans
 - k) Signatures of personnel preparing and approving record
 - l) Dates of various actions

SM2-4. Responsibilities.

a. Supervisory personnel will:

- 1) When appropriate, assure that adequate written procedures for decontamination of items are prepared and approved prior to initiating request for disposal, shipment, transfer, accomplishment of maintenance, or repairs.
- 2) Assure that a safety representative certifies to the degree of decontamination.
- 3) Assure that personnel (drivers, supervisors, warehousemen, repairmen, tool room attendants, etc.) transporting, receiving, relocating, or performing work (set-up, maintenance, repairs, alterations, modifications) are aware of the restrictions on handling, are thoroughly acquainted with the hazards involved, and the standard operating procedures (SOP's) and know how to verify that the item is properly decontaminated.
- 4) Insure that all reject or obsolete materials, equipment, facilities, and generated waste are disposed of on a timely basis by an approved method.
- 5) Maintain appropriate records of contaminant areas, equipment, and facilities.
- 6) Insure that all contaminated equipment or material which is to be transferred between installations or from one area of an installation to another is tagged and marked, and documents properly annotate as to degree of decontamination.

SM-3. FACILITIES, EXITS, LIFE SAFETY

SM3-1. Life Safety/Exits.

Exit doors shall not be locked or fastened to prevent free escape from inside building. Exit doors shall be of the side hinged type and shall swing in the direction of the exit travel.

Any doorway or passageway not constituting an exit or a way to reach an exit, but of such character as to be subject to being mistaken for an exit, shall be so arranged or marked as to minimize its possible confusion as an exit. Doors likely to be mistaken for an exit shall be marked "NOT AN EXIT". Escape routes shall be posted and properly oriented to facilitate rapid, unconfused egress to an actual exit.

Every building or structure, section, or area thereof, of such size, occupancy, and arrangement that the reasonable safety of occupants may be endangered by the blocking of a single means of egress due to fire or smoke, must have at least two means of egress. Means of egress shall be continuously maintained free of all obstructions.

Access to exits, where exits or the way to reach exits is not immediately visible, shall be marked by readily visible signs. Exit signs shall be illuminated by a reliable light source and shall have the word EXIT in letters not less than 3/4 inches wide and 6 inches high.

SM3-2. Written Emergency Plans

The written emergency plan shall be kept at the workplace and available for employee review. All required elements shall be included in an emergency action plan:

- a. Escape routes and procedures.
- b. Procedures for employees who remain behind to operate critical operations before they evacuate.
- c. Procedures to account for all employees.
- d. Rescue and medical duties for employees designated to perform them.

- e. Preferred emergency reporting methods; names or job titles of persons to be contacted for further information. Local emergency planning criteria, emergency response, and community disaster information should be included.

SM3-3. Ventilation

- a. Buildings where dust, fumes, or vapor, are formed shall be adequately ventilated, preferably at the source of the hazard. In the absence of exhaust fans or forced air ventilation, doors and windows adjacent to the exposure shall be open during the operation. Exhaust systems shall be cleaned and serviced on a regular schedule.
- b. Adequate ventilation is essential and will be provided in welding and cutting operations to reduce the hazard of harmful gases, fumes, and dusts. Special respiratory equipment will be used in operations where severe conditions exist.

SM3-4. First Aid Supplies

First aid supplies approved by a consulting physician as applicable to the workplace or work area:

- a. Shall be readily available in close proximity to the work area, and
- b. Shall be kept fully supplied at all times, and
- c. Shall be applied or administered by a person or persons adequately trained to render first aid, unless emergency medical services by medical professionals is readily available.

The telephone numbers required for contacting physicians, hospitals, or ambulances will be conspicuously posted.

SM3-5. Emergency Eye and Body Wash Facilities

Where employees may be exposed to injurious corrosive materials, including battery acids, electrolytes, drain cleaners, lab chemicals, etc., suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use.

SM3-6. Respirators

Respirators shall be provided by the employer when such equipment is necessary to protect the health of the employees.

SM3-7. Storage Areas

Stored materials shall be stacked, blocked, interlocked, and limited in height so that they are stable and secure against sliding or collapse or other hazard.

Storage areas will be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, and pest harborage through improved housekeeping to eliminate all hazards.

SM3-8. Clean and Sanitary Workplace

All places of employment will be kept clean and orderly and in a sanitary condition. Every closed workplace shall be so constructed, equipped, and maintained, so far as reasonable practicable; as to prevent the entrance of harborage of rodents, insects, and other vermin. A continuing and effective extermination program will be instituted where their presence is detected.

Receptacles used for solid or liquid waste will be constructed to prevent leaks and equipped with tight fitting covers. All sweepings, solid or liquid wastes, refuse, trash, and garbage shall be removed in such a manner as to avoid creating a menace to health and as often as necessary to maintain the place of employment in a sanitary condition.

Washing facilities shall be maintained in a good, clean, orderly, sanitary condition, with hot and cold running water, or tepid water, in each lavatory. Hand soap or similar cleaning agents should be dispensed from a dispenser. Individual hand towels, sections thereof, or cloth or paper or clean individual sections of continuous cloth, or warm air blowers, convenient to the lavatories, shall be provided. Employees will not be allowed to consume or store food and/or beverages or to smoke in the toilet rooms and in areas where toxic materials are kept, handled, stored, used, processed, etc., including laboratories of any kind.

SM3-8. Unobstructed Aisles and Passageways

Floors, working places, and passageways will be kept free from protruding objects, nails, splinters, holes, loose boards, etc. Aisles and/or passageways shall be kept clear and in good repair, with no obstructions across. Permanent aisles and/or passageways in the work and/or storage areas shall be designated by appropriate markings.

Yellow shall be the basic color for designating caution and for marking physical hazards such as striking against, stumbling, falling, tripping, and caught between, etc.

SM3-9. Standard Railings

Stairway openings will be guarded by a standard railing. Ladder-way floor openings or platforms will be guarded by standard railings and toeboards:

- a. On all exposed sides (except entrance to opening), and
- b. With the passage through the railing provided with either a swinging gate or so offset that a person cannot walk directly into the opening.

Standard railings shall be 42 inches high with a mid rail made of at least 2 inch by 4 inch railing or one-and-one-half inch steel pipe, with either able to withstand 200 pounds in weight when applied in any direction, and with a standard toeboard of at least 2 inches by 4 inches.

Fixed stairs with a minimum width of 22 inches and at an angle to the horizontal of between 30 and 50 degrees will be provided for access from one structure level to another. Rise, height, and tread shall be uniform. Standard railings shall be provided on the open sides of all exposed stairways and stair platforms.

SM-4. GENERAL CONSTRUCTION SAFETY

SM4-1. Handling and Storing Materials.

All material in bags, containers, or bundles, and other material stored in tiers, will be stacked, blocked, interlocked, and limited in height so that it is stable and otherwise safe against sliding or collapse.

- a. Industrial type hard-toe safety shoes will be worn by all personnel engaged in materials handling operations.
- b. Leather palm gloves will be worn when stacking and handling lumber, banding steel, or other materials which cause cuts, puncture wounds, etc.
- c. Safety glasses or dust goggles will be worn when handling lime or cement. After exposure to cement, workers shall wash hands, arms, face, and neck with a 3% solution of acetic acid.
- d. Workers handling reinforcing steel will wear leather palm gloves.
- e. Hard hats will be worn by all workers and other personnel when the hazard of overhead falling objects exist and at all times when in a posted "hard hat" area.
- f. Barricades, warning signs, and signals, will be posted around any construction area to protect personnel from dangerous areas and construction site from accidental damage.

SM4-2. Heavy Equipment Operation

- a. Heavy equipment operators will be trained for the specific types of equipment to be operated. Manufacturer's operating and instruction manuals will be made available to all operators for each type of heavy equipment to be used.
- b. All accidents involving heavy equipment will be reported to the Police Department for investigation if injuries occur.
- c. Heavy equipment operators will be provided with and required to wear and use personal protective equipment and clothing when necessary. This will include hard hat, safety shoes, safety glasses or goggles, heavy gloves, reflector vests, ear protectors and respirators or dust masks.

- d. Protective devices on the equipment, including fire extinguishers, guards, canopies, shields, rollover protective structure, seat belts, etc., shall be checked prior to use of equipment. Defective equipment will not be operated. Inspect equipment for visual defects such as leaks in fuel, lubrication, and hydraulic systems, loose tracks or shoes, and any broken or missing part.
- e. Underground utilities will be located prior to operation in any area.
- f. Terrain should be inspected prior to operation to identify any potential hazards.
- g. To minimize the danger of slipping and falling, any oil, grease, or mud, ice or snow accumulation should be cleaned from the floor of the operator's compartment, stepping points, and grab rails. All loose tools and other items will be secured and will not be left on the floor of the operator's compartment. Operators will not jump off the equipment. Stepping points and grab rails will be used to safely dismount.
- h. Equipment will not be operated from any position other than the seat provided. Operators will not stand up or dismount from equipment while it is in motion. Other personnel will not mount moving equipment.
- i. The parking brake will be set and transmission placed in neutral when equipment is parked temporarily with engine running. If equipment with a transmission lock, it should be engaged. All attachments will be lowered to the ground. The equipment will not be left unattended with the engine running.
- j. At the end of the operating period, equipment should be safely parked on a level surface. If possible, park equipment in a non-operating area. If it is necessary to park in a traffic lane, appropriate flags, barriers and warning signals will be used. All attachments will be lowered to the ground, control levers placed in neutral, transmission control lock engaged, and parking brake set.
- k. Equipment shall be shut down when equipment defects are detected during operation.
- l. Do not speed while operating heavy equipment. A safe ground

speed consistent with ground conditions should be maintained. Equipment will be kept in gear during operation and will not be coasted.

- m. Proper clearance will be maintained at all times from building, utility poles, overhead wires, pedestrians and other ground personnel, inclines, deep ditches, etc. Loads on equipment will not be moved over the heads of ground workers.
- n. The bucket, blade, load, or other attachments will be carried in the low position when traveling to prevent obstruction of vision.
- o. When operating on a slope, drive up and down rather than sidehill. In steep downhill operation, do not allow engine to over speed. Proper gear speed should be selected prior to starting downgrade. If the equipment starts slipping sideways on a grade, turn it immediately in the direction of the downgrade.
- p. A gully or deep ditch should be crossed at an angle with reduced tractor speed.
- q. Operators will not perform maintenance on the equipment unless authorized to do so.
- r. Safe loading and unloading of equipment from a transport vehicle includes:
 - 1) Load and unload on the level.
 - 2) Block transport vehicle to prevent it~~a~~ from moving.
 - 3) Ramps of adequate strength, low angle, and proper height will be used.
 - 4) Trailer bed will be clean of all slippery materials.
 - 5) Tractor will be tied and blocked securely.
- s. Disabled equipment should be hauled, not towed, to a repair area. If towing is unavoidable, it will be done at a slow speed and a rigid tow bar will be used. Manufacturer's recommended towing procedures will be followed.

SM4-3. Excavations

- a. All underground utilities will be located from blueprints,

markers, or by careful probing and digging, prior to making an excavation. If underground utilities are present in the excavation area, they should be properly supported and protected when uncovered.

- b. Daily inspection, and inspection after rainstorms, of excavations will be made by a competent inspector. If evidence of cave-ins or slides is apparent, all work in the excavation will cease until the necessary precautions have been taken to safeguard the workers.
- c. Trees, boulders, and other surface objects, located so as to create a hazard to workers involved in excavation work or working in the vicinity thereof, will be removed or made safe before excavating is begun.
- d. The walls and faces of all excavations in which persons are exposed to danger from cave-ins or slides will be guarded by a shoring system, sloping of the ground, or some other equivalent means.
- e. Excavated or other material will be stored and retained at least two (2) feet or more from the edge of an excavation in which personnel are or may be working. In any case, care will be taken that excavated or other materials will be prevented from falling into the excavation.
- f. Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning, shall be in good serviceable condition, and timbers shall be sound, free from large or loose knots, and of proper dimensions.
- g. Diversion ditches, dikes, or other suitable means will be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Water will not be allowed to accumulate in an excavation.
- h. If it is necessary to place or operate power shovels, derricks, trucks, materials, or other heavy objects on a level above and near an excavation, the side of the excavation will be heet-piled, shored, and braced as necessary to resist the extra pressure due to such superimposed loads.
- i. Adequate barriers will be provided at all excavations left unattended. All wells, pits, shafts, etc., will be barricaded or covered.

SM5. MOTOR VEHICLE SAFETY

SM5-1. Driver Training and Licensing

Training in the operation of the specific type of vehicle to which each driver is assigned, along with driver maintenance and inspection, will be given to drivers prior to assigning to operation of a vehicle. Each driver will possess and maintain a valid Oklahoma driver's license.

SM5-2. Vehicle Safety

Equipment manufactured after July 1, 1969, will be fitted with rollover protective structures.

All vehicles will be equipped with at least two (2) headlights and two (2) taillights in operable condition, have brake lights in operable condition, be equipped with reverse signal alarm audible above surrounding noise levels (unless the vehicle is backed up only when an observer signals to the driver that it is safe to do so). However, back-up alarms are required on ALL earth moving equipment, and any bi-directional material handling machine must sound a horn distinguishable from the surrounding noise level when it moves either direction. In all vehicles, tools and material will be secured to prevent movement when transported in the same compartment with employees. Seats will be firmly secured and adequate for the number of employees to be carried.

Safety belts will be worn by the driver and passengers in all vehicles and safety belts and anchorage's meeting the requirements of 49 CFR 571 (DOT) will be installed in all motor vehicles, except those which do NOT have roll-over protection and during those times when the operator must stand to operate the vehicle.

However, roll-over protection is required on all vehicles manufactured since July 1, 1969. A truck with a cab is considered to have roll-over protection. (Sanitation truck drivers and trash handlers who are in and out of their vehicle at every pick up point are exempt from wearing safety belts, except when traveling to and from the area they service, and to and from the sanitary landfill).

All vehicles will be checked at the beginning of each shift to assure that the following parts, equipment, and accessories are in safe operating condition and free of apparent damage that could cause failure while in use: service brakes, including trailer brake connections, parking system (hand brake), emergency

stopping system (brakes),~~+~~ tires~~+~~, horn~~+~~, steering mechanism,~~+~~ coupling devices,~~+~~ safety belts,~~+~~ operating controls,~~+~~ and safety devices. All defects will be corrected before the vehicle is placed in service.

These requirements also apply to equipment such as lights, reflectors, windshield wipers, defrosters, fire extinguisher, etc., where such equipment is necessary. Written documentation of this procedure is required.

SM5-3. General Vehicle Operating Requirements

All employees operating City of McAlester motor vehicles will follow these requirements:

a. Drivers and all passengers using vehicles with restraint systems will use them when the vehicle is in motion. Drivers will not move the vehicle unless all passengers are secured.

b. No employee shall use a cell phone while operating a moving vehicle or equipment unless they have been approved for a hands free device.

c. Drivers will turn off motors and set emergency brakes when vehicles are being fueled.

d. When a bench type front seat is provided in a vehicle, no more than three (3) persons, including the driver, will ride.

e. Passengers in motor vehicles will not extend arms and legs from vehicles, other than when giving directional signals, nor will they ride on running boards or fenders except for authorized personnel riding emergency equipment.

f. A slow moving vehicle emblem will be mounted on the rear of all vehicles to be operated on City roads that travel at less than 25 miles per hour, such as farm tractors, road-maintenance equipment, mowers, sweepers, etc.

g. Drivers will be responsible to check for proper clearance prior to backing a vehicle. If vision is blocked, a ground guide who is in view of the driver at all times will be used. If a ground guide is not available, the driver will dismount and check clearance before backing.

h. Drivers will obey all posted traffic control signs and signals. Drivers will obey all Oklahoma state traffic laws on D.O.T.

i. At each railroad crossing, every bus transporting passengers must stop, listen, and look in each direction of the tracks, and

will proceed only when no train is approaching. The driver must not shift gears while crossing the tracks. All other drivers of City vehicles will stop at all railroad crossings when crossing signals are activated, then proceed with caution. Do not proceed when crossing gates are down.

j. A yellow flag no less than 12 inches square, and a red light at night, will be attached to projecting loads which extend beyond the sides of a vehicle or over four (4) feet beyond the end of a vehicle or trailer. All City of McAlester motor vehicle operations on City premises will be according to the following operating requirements:-

a. Drivers will turn off motors and set emergency brakes when vehicles are being fueled.

b. Drivers and all passengers using vehicles with restraint systems will use them when the vehicle is in motion. Drivers will not move the vehicle unless all passengers are secured.

c. When a bench type front seat is provided in a vehicle, no more than three (3) persons, including the driver, will ride.

d. Passengers in motor vehicles will not extend arms and legs from vehicles, other than when giving directional signals, nor will they ride on running boards or fenders except for authorized personnel riding emergency equipment.

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SM5-4. Dump Truck Operations

- a. Personnel may ride in the bed of a dump truck during sanding and salting operations only.
- b. Loading or unloading by hand from within a dump truck bed will be done only when the truck is stopped, with brakes set, the ignition switch off, and the key removed.
- c. The driver must determine that all persons are clear of the dump bed before moving the truck.
- d. Prior to raising the dump bed, the driver will check for overhead clearance of power lines and other obstructions.

SM5-5. Emergency Vehicles

Refer to departmental standard operating procedures.

SM5-6. Towing of Vehicles

Unless a standard wrecker is used, the use of a tow bar is mandatory when towing vehicles or trailers on plant premises. Two (2) chains alone shall not be used.

SM6. WELDING AND CUTTING

SM6-1. General

The safety regulations herein are of a general nature pertaining to the hazards more frequently encountered in gas and electric welding and cutting. Specific safety precautions contained in NFPA 51B-1977 (Cutting and Welding Processes), ANSI Z49.1-1973 (Safety in Welding and Cutting).

SM6-2. Location

Welding and cutting operations should be conducted, as far as practicable, in specifically designated locations. When such work is to be done in other locations, the welding or cutting area shall be cleared of hazards by the removal or protection of explosives or combustible materials, including liquids and vapors, and precautions taken against movement of such material into the welding area.

- a. Welding, cutting, or similar operations shall never be performed on explosive-contaminated equipment, on flammable liquid tanks or containers, or materials or surfaces contaminated with toxic or otherwise hazardous substances until all precautions have been taken to decontaminate or otherwise provide maximum safety of operations.
- b. Work involving welding, cutting, open flames, or other hot work shall not be undertaken in or on a tank or other poorly ventilated space or compartment, nor shall any person enter such space until the location has been checked for presence of gases oxygen deficiency, and possible poisonous substances.
- c. Welding or cutting shall never be performed on a tank, vessel, or compartment which is under pressure or which may be subjected to a build-up of pressure during work operations.
- d. When such operations are conducted where combustibles are present, personnel equipped with suitable extinguishing and protective equipment will be stationed near the operations to extinguish any sparks which may ignite combustibles in the vicinity. If possible, all combustibles should be moved at least 35 feet away from the welding or cutting process.

SM6-3. Ventilation

- a. Inadequate ventilation when welding or cutting may create health hazards due to the generation of harmful gases, fumes, and dusts. Local exhaust systems will be provided for shop or inside operations to reduce the hazard, and where severe conditions exist, special respiratory equipment will be used by personnel exposed.
- b. When welding or cutting lead-bearing metals or surfaces coated with lead or cadmium-bearing paint, whether inside or outside, an air line mask or local exhaust system will be used. A filter-type respirator approved for protection against lead fumes may be used for short or intermittent work periods.
- c. For welding or cutting operations on uncoated ferrous metals conducted outside, positive ventilation or respiratory equipment work periods.
- d. Oxygen will not be used for ventilation.

SM6-4. Protective Equipment

- a. On oxyacetylene welding and cutting operations, employees will be provided with approved eyewear for protection against glare, heat, and flying fragments. Fire-resistant gauntlets, aprons, and head gear will be worn. Rolled sleeves, cuffs on pants, and pockets without flaps are vulnerable to falling sparks and hot slag and will be avoided.
- b. Employees performing electric welding operations will be provided with safety glasses and a hand shield or helmet equipped with a suitable filter glass of the shade required to protect against harmful ultraviolet and infrared rays. Protective sleeves, gloves, and aprons will also be worn. The arc will be screened or shielded for the protection of other personnel.
- c. Welder's helpers and other personnel in the immediate welding area shall be required to wear filter-lens goggles and other protective equipment applicable.
- d. After completion of welding or cutting work, the welder should appropriately mark the hot metal to warn other employees of the hazard.

- e. In selecting the proper shade of filter lens, the object is not only to diminish the intensity of light to a point where there will be no glare and work can be distinctly seen, but also to protect the welder and any other personnel from the harmful infrared and ultraviolet radiations of the arc or flame.

SM6-5. Overhead Welding

- a. When welders are required to perform work on platforms, scaffolds, runways, or similar location at a height of more than five feet, provisions will be made to prevent falling by use of guard railing, safety belts, lifelines, or other approved methods.
- b. Areas immediately adjacent to locations of overhead welding or cutting operations will have all combustible removed, or protected, and the danger area roped off, barricaded, or guarded by another employee to warn other personnel of the hazard.

SM6-6. Welding Bays

Welding bays where electric welding is regularly conducted will have the walls painted flat black or other non-reflecting color to prevent reflections, or the work will be enclosed in a welding booth. Areas will be kept clean and free of extraneous materials. Welding rods and stubs should be kept in a designated container. Areas between the welder and the cylinders being used will provide free access in case the cylinder valves require immediate closing. Hose in welding bays should be suspended overhead to prevent tripping and damage to the hose.

SM6-7. Securing Equipment

When securing welding equipment when work is suspended or completed, remove all electrodes from holders, locate holders carefully so contact cannot occur, disconnect machine from power source, and shut off valves at the cylinders.

SM6-8. Handling Compressed-Gas Cylinders

Proper training should be given to persons assigned to handling of cylinders under pressure. Two (2) persons should be assigned the task. Observance of the following rules will help control hazards in the handling of compressed-gas cylinders.

- a. Always consider each cylinder as full and handle accordingly.
- b. Do not handle oxygen cylinders and fittings with oily hands or gloves.

- c. Always keep acetylene cylinders on end, valve end up.
- d. When cylinders are being transported, block or tie them securely.
- e. Lift, do not slide, each cylinder from a truck. Avoid bumping the valve-protecting cap.
- f. Use a cradle or holder when lifting cylinders with a crane. Do not use slings or electromagnets to lift compressed gas cylinders.
- g. Cylinders may be rolled on their bottom edge, but never dragged.
- h. Do not use compressed gas cylinders as rollers for moving heavy material.
- i. Store the cylinders securely so they cannot fall over or be struck, and where they cannot come in contact with salt or corrosive chemicals or fumes.
- j. Avoid exposing cylinders to heat or sun and do not place them near flammable materials.
- k. Do not remove or change numbers or marks stamped on cylinders.

SM6-9. Regulator Valves

Cylinder valves will be opened slowly after attaching the pressure-reducing regulator. If pressure is suddenly released, damage to regulator and pressure gauges may result. Always point the valve and opening away from the body and not toward anyone else. Do not crack a fuel gas cylinder valve near other welding work or near sparks, open flames, or other possible sources of ignition.

Regulator valves should be inspected frequently, and any which show defects, malfunctioning, or broken parts will be removed from service immediately. Modifications or repairs to regulator valves will be done only by the manufacturer.

The threads on oxygen regulator outlets, hose couplings, and torch valve inlets are right-hand threads. Fittings for acetylene equipment have left hand threads. Do not force connections that do not fit. Grease or oil will never be used on threads or fittings of gas welding equipment, nor will they be handled with hands or gloves contaminated with oil or grease.

Before a regulator is removed from a cylinder valve, close the cylinder valve and release the gas from the regulator.

SM6-10. Welding Hose

The generally recognized colors are red for acetylene and other fuel-gas hoses, green for oxygen hose, and black for inert-gas and air hose.

Hoses will be examined frequently for leaks, worn places, cuts, cracks, and defective connections. Defective hoses will be removed from service. Hoses will not be repaired by taping. New hoses will be purged before being connected to the torch and regulator.

The welding hose will not be placed or pulled across sharp edges or exposed to heated surfaces or equipment traffic. It will be suspended off the floor out of walk areas when possible.

SM6-11. Torches

Matches or hot metal will never be used to light the welding torch. A friction-spark lighter or stationary pilot flame should be used. When lighting the torch, open the acetylene valve and ignite the acetylene gas before opening the oxygen valve to adjust the flame.

The torch or hose will not be hung from cylinder valves or regulators. The torch will be checked to be sure it is not burning when not in use and that tank valves are securely closed.

In case of flash-backs of burning inside the torch chamber, the torch oxygen valve should immediately be turned off, after which the torch acetylene valve will be turned off. No attempt will be made to shut off gas, even temporarily, by crimping or kinking the hose.

SM6-12. Electric Arc Welding

Although the voltage required for electric arc welding is low and normally will not cause injury or severe shock, it might cause shock under unfavorable conditions.

In normal work operations, the welder may handle portable lights, portable electric tools, switches, and supply cords in addition to the welding circuits. Specific precautions for the prevention of

electric shock are:

In confined places, cover or arrange cables to prevent contact with falling sparks.

Do not change electrodes with bare hands or wet gloves, or when standing on wet floors or grounded surfaces.

Ground the frames of welding units, whether portable or stationary, in accordance with the National Electrical Code, NFPA 70.

Arrange receptacles of power cables for portable welding units so that it is impossible to remove the plug without opening the power supply switch, or use plugs and receptacles which have been approved to break full load circuits of the unit.

If a cable (either work lead or electrode lead) becomes worn, exposing bare conductors, cover the exposed portion with rubber, plastic, or friction tape. The insulation repair on work lead cables should be equivalent in insulation to the original cable covering. Preferably, it should be replaced.

Keep welding cables dry and free of grease and oil to prevent premature breakdown of the insulation.

Suspend cables on substantial overhead supports if the cables must be run some distance from the welding unit. Protect cables that must be laid on the floor or ground so they will not interfere with safe passage or become damaged or entangled.

Take special care to keep welding cables away from power supply cables or high tension wires.

Never coil or loop welding cable around the body.

The welder should never permit the bare metal part of an electrode or any metal part of the electrode holder to touch either the bare skin or any wet covering on the body. Consistent use of well insulated electrode holders and cables, dry clothing on the hands and body, and insulation from ground will be helpful in preventing contact.

| In cases where electric welding under wet conditions, is unavoidable, electrician's rubber gloves should be worn to provide insulation. Leather gloves should be worn over the rubber gloves to protect them against snagging, molten metal, or sparks.

SM6-13. Grounding

Before starting welding operations, the frame of the electric welding equipment will be effectively grounded and all electrical connections secured. The operator will ascertain that neither terminal of the welding equipment is bonded to the frame of the machine.

Ground returns should be made with a cable wherever practical, but in some operations a structure or pipe line may be used for the ground return. Particular care will be exercised that pipe lines or other fixtures containing gases or flammable liquids are not used for ground returns, and that electrodes or holders do not come in contact with such.

Ground returns will be frequently inspected to assure that they are sound and adequate for the current to which they may be subjected.

SM6-14. Electrode Holders

Electrode holders will be fully insulated and in good operating condition. They will be of a capacity capable of safely handling the maximum current required by the electrodes to be used.

Energized electrode holders will not be put under the arm. When not in use, they should be placed where they will not be touched by other personnel.

Gloves will be worn when handling energized holders, cables, or machines, and when removing or replacing electrodes. Gloves should be dry and in good condition.

SM7. ELECTRICAL SAFETY

SM7-1. National Electrical Code/OSHA Requirements

The installation and use of electrical equipment will comply with the National Electrical Code (NFPA 70), or OSHA regulations (29 CFR 1910, Subpart S), whichever is more stringent.

SM7-2. Approved Equipment

Electrical equipment installed or used will be listed or approved by the Underwriters' Laboratories or other recognized testing agencies. It will be used only in the specific environment and for the condition of operations for which approved.

SM7-3. Definitions

- a. Bonding. The permanent joining of metallic parts to form an electrically conductive path which will assure electrical continuity and the capacity to conduct safely any current likely to be imposed.
- b. Dust-Ignition Proof. Enclosed in a manner that will exclude ignitable amounts of dusts or amounts that might affect performance or rating and that, where installed and protected in accordance with the National Electrical Code (NEC), will not permit arcs, sparks, or heat otherwise generated or liberated inside of the enclosure to cause ignition of exterior accumulations or atmospheric suspensions of a specified dust on or in the vicinity of the enclosure.
- c. Dustproof. So constructed or protected that dust will not interfere with its successful operation.
- d. Dust-tight. So constructed that dust will not enter the enclosing case under specified test conditions.
- e. Explosion-proof Apparatus. Enclosed in a case that is capable of withstanding an explosion of a specified gas or vapor which may occur within it and of preventing the ignition of a specified gas or vapor surrounding the enclosure by sparks, flashes, or explosion of the gas or vapor within, and which operates at such an external temperature that a surrounding flammable atmosphere will not be ignited thereby.
- f. Ground. A conducting connection, whether intentional or accidental, between an electrical circuit or equipment and the

earth, or to some conducting body that serves in place of the earth.

SM7-4. Repairs

Repairs and modifications to electrical equipment and installations will be made only by qualified persons. Unauthorized persons will not attempt to repair or to tamper with electrical equipment. When motors or other electrical equipment are to be repaired, the circuit should be opened at the switch box, and the switch should be padlocked in the OFF position, and tagged with a description of the work being done, the name of the person, and the department involved. No two key configurations will be the same. They should be checked to see that each key fits only one lock. Only the person tagging the switch will remove the tag and lock.

SM7-5. Working Live or "Hot" Circuits

As a general rule, work will not be done on energized electrical lines or equipment. At least two (2) persons will be present at all times while work is being performed on energized circuits. One (1) person will stand clear, ready to render assistance in case of accident.

SM7-6. Motors

For maximum safety, each motor should be of the size and type required for the load and for the conditions under which it must operate.

SM7-7. Motor Controls, Control Boards, Safety Switches, and Circuit Breakers

Electrical control boards, safety switches, circuit breakers, and other hazardous electrical devices, will be located to minimize the possibility of accidental contact. Switch and fuse cabinets will be grounded. All electrical systems will be equipped with fuses or circuit breakers.

SM7-8. Portable Electrical Appliances and Equipment

- a. Single-phase electric hand tools and other single-phase portable electric equipment, used in either hazardous or non-hazardous locations, will be approved by the Underwriters' Laboratories or other recognized testing agency. The exception is that typewriters, calculators, and similar single-phase office equipment, which do not need to carry the UL approved label. Single-phase portable equipment protected by an approved system of double insulation or its equivalent need not be grounded. All other equipment will have all exposed non-current carrying

metal parts grounded.

Equipment such as fans, typewriters, calculators, etc., which are portable in the sense that they can be moved with a minimum of effort whenever necessary, require grounding only when existing circumstances are such that lack of ground will endanger exposed personnel.

- b. In non-hazardous areas that are damp, portable lighting should not exceed a maximum of 12 volts (battery lighting is preferable). Cords for equipment (except office equipment such as typewriters and calculators) in ordinary and hazardous locations will be three-wire with the third wire, identified by green or other acceptable colored braid, acting as the ground wire for the exposed non-current carrying metal parts of the equipment. Splices in flexible cords are not permitted. Plugs will be approved and will be equipped with three (3) prongs with the third prong acting as the ground. Exposed non-current carrying metallic parts of the plug will be grounded. The flexible cord will (1) be connected to supply conductors in an approved manner; (2) be supported by clamps or by other suitable means in such a manner that there will be no tension on the terminal connections; and (3) have suitable seals provided where the flexible cord enters boxes, fittings, or enclosures.
- c. Because of the necessity of safeguarding persons against the hazards of defective portable appliances, cords, and plugs, more than ordinary care will be exercised with regard to their maintenance. Each portable appliance should be inspected regularly and removed from service if defective.
- d. No single-phase portable appliance having a name plate rating of more than 230 volts will be permitted.
- e. Three-phase portable equipment, such as motor driven portable conveyors, will follow all of the above requirements, except that the voltage may exceed 230 volts and the flexible cords will be four-wire instead of three, with the fourth wire (green or other acceptable color identified) acting as the ground wire for the exposed non-current carrying metal frame or parts.

SM7-9. Employee Training

Trained electricians only will install and maintain electrical facilities and power lines. All electricians, electronic technicians and mechanics should be trained in the latest techniques of Cardiopulmonary Resuscitation (CPR) and first aid. High-voltage electricians (linemen) should also receive (under medical supervision) competent instruction in external cardiac

compression.

SM7-10. Wearing Apparel of Electrical Workers

Loose clothing, rings, watches, and other metallic objects should not be worn by electricians. Safety belts, insulated gloves, sleeves, blankets or mats, platforms, will be inspected frequently. Defective equipment will be removed from service and replaced.

SM7-11. Electrical Safety

Upgrade to a three wire electrical system in applicable areas of all buildings, with GFCI protection, for all building built or remodeled since 1972. Older buildings require GFCI protection, especially in wet areas. Rather than GFCI each electrical outlet, it is possible to GFCI circuits at the main electrical service entrance or at the first outlet on the branch circuit. NEC 511-10: GFCI protection is required for all automotive diagnostic testing equipment, hand tools, portable lighting devices, and 110 volt outlets in the testing area, and throughout the garage or maintenance facility.

Permanently label all circuit breakers, knife switches, electrical service panels, as to purpose, and remove all unapproved extension cords, multiple outlet adapters, and 3-to-2 wire adapters. Permanent, fixed wiring is the desirable solution; however, heavy duty cords with attached fused breaker bars are acceptable where this is not possible, as long as they do not create tripping hazards.

SM8. FLAMMABLE AND COMBUSTIBLE LIQUIDS

SM8-1. Definitions

- a. Combustible Liquid. A liquid having a flash point at or above 100 degrees Fahrenheit, subdivided as follows:
 - 1) Class II liquids include those having flash points at or above 100 degrees Fahrenheit and below 140 degrees Fahrenheit.
 - 2) Class IIIA liquids include those having flash points at or above 140 degrees Fahrenheit and below 200 degrees Fahrenheit.
 - 3) Class IIIB liquids include those having flash points at or above 200 degrees Fahrenheit.
- b. Flammable Liquid. A liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit, is a Class I liquid. Class I liquids are subdivided as follows:
 - 1) Class IA includes those having flash points below 73 degrees Fahrenheit and having a boiling point below 100 degrees Fahrenheit.
 - 2) Class IB includes those having flash points below 73 degrees Fahrenheit and a boiling point at or above 100 degrees Fahrenheit.
 - 3) Class IC includes those having flash points at or above 73 degrees Fahrenheit and below 100 degrees Fahrenheit.
- c. Unstable (Reactive) Liquid. A liquid which in the pure state, or as commercially produced or transported, will vigorously polymerize, decompose, condense, or will become self-reactive under conditions of shock, pressure, or temperature.
- d. Portable Tank. Any closed vessel having a liquid capacity over 60 U.S. gallons and not intended for fixed installation.
- e. Safety Can. An approved container, of not more than five (5) gallons capacity, having a spout cover and vent lid and having a third-party listing.

SM8-2. Containers for Liquids

- a. Normally, safety containers shall be of steel. The exception is that the material of the container shall be compatible with the liquid to be stored. Only approved metal containers and portable tanks meeting the requirements of, and containing products authorized by Chapter I, Title 49 of the Code of Federal Regulations (DOT Regulations) are acceptable. Polyethylene containers meeting the requirements of and containing products authorized by DOT Specification 34, and polyethylene drums authorized by DOT Exemption Procedures, will be acceptable.
- b. Class I and Class II liquids will be kept in covered containers when not in actual use.

SM8-3. Labeling

- a. Storage cabinets used for flammable and combustible liquids will be conspicuously labeled "FLAMMABLE - KEEP FIRE AWAY".
- b. All containers, portable and fixed, will be properly labeled. When transfer of liquid is made from bulk containers into smaller containers, the smaller container will be properly labeled immediately. Any unmarked container will be immediately withdrawn from use until contents are identified and container is properly labeled.

SM8-4. Electrical Wiring and Equipment

- a. The electrical wiring and equipment located in inside rooms used for Class I liquids will be suitable for Class I, Division 2 hazardous classified locations as defined in the National Electrical Code. For Class II and Class III liquids, it will be suitable for general use. Globes or lamps will not be removed or replaced, nor will repairs be made on the electrical circuit until the circuit has been de-energized in rooms containing flammable or combustible liquids.
- b. Flashlights, electric cap lamps, and electric lanterns used in the handling or storage of flammable liquids will be approved for the specific hazardous classified location as defined in NFPA 70, National Electrical Code.
- c. All storage tanks for flammable liquids will be electrically bonded and grounded. All tanks, hoses, and containers involved in transferring of flammable liquids will be kept in metallic contact or will be bonded.

SM8-5. Control of Ignition Sources

To prevent the ignition of flammable vapors, all sources of flame or spark producing materials are prohibited in areas where flammable liquids are stored, handled, or processed. Sources of ignition include, but are not limited to: open flames, lightning, smoking, cutting and welding, hot surfaces, frictional heat, static, electrical and mechanical sparks, spontaneous ignition, including heat-producing chemical reactions, radiant heat, rubbish, brush, weeds and tall grass, and other combustible materials. All ignition sources will be at least 50 feet from locations where flammable liquids are being used or transferred.

SM8-6. Storage

Class I liquids will not be permitted to be stored in the basement areas of building. Class II and Class IIIA liquids may be stored in basements if automatic sprinkler protection is provided.

SM8-7. Housekeeping

- a. Flammable liquids will not be allowed to accumulate on floors, equipment, or working surfaces. All spillage will be cleaned up promptly.
- b. Adequate aisles will be maintained for unobstructed movement of personnel and so that fire protection equipment can be brought to bear on any part of flammable or combustible liquid storage, use, or any unit physical operation.
- c. Combustible waste materials and residues in a building or unit operating area shall be kept to a minimum, stored in covered metal receptacles, and disposed of daily.
- d. Ground are around buildings and operating areas will be kept free of weeds, trash, or other unnecessary materials.
- e. Flammable liquids will be removed from explosive operating buildings prior to securing buildings or when not actually required in work operations in progress.
- f. Cleaning of small tanks and containers will be in accordance with NFPA 327, Cleaning or Safeguarding Small Tanks and Containers.
- g. Above ground storage tanks for Class I, II, or IIIA liquids will be diked or curbed to control spillage or accidental discharge. Class IIIB liquid storage tanks do not require special drainage or diking provisions.

SM8-8. Ventilation

- a. Every inside room used for storage or handling of flammable liquids will be provided with either a gravity or a continuous mechanical exhaust ventilation system. Mechanical ventilation will be used if Class I liquids are dispensed within the room. Gravity vents will not be obstructed.
- b. Storage tanks will be equipped with relief vents. Vents will not be located close to open flame, heating devices, or other ignition sources listed in paragraph 11-5. Water draw-off valves will be of the antifreeze type, or insulated to prevent freezing. Dispensing outlets of aboveground storage tanks will be equipped with quick-closing valves.

SM8-9. Contaminated Clothing

Clothing which becomes contaminated with flammable liquid will be changed as soon as possible. Besides being a serious fire hazard, it can cause serious skin irritation.

SM-9. ACCIDENT AND INJURY REPORTING, INVESTIGATION, AND RECORDING

SM9-1. Policy

All accidents and those involving personnel on official duties while off City premises, which result in personal injury, occupational illness, or property damage, will be reported to the Safety Office. The Safety Office will investigate, record, and analyze each accident in order to meet the legal and regulatory needs of the Occupational Safety and Health Act (Public Law 91-596), and AR 385-40 (Safety: Accident Reporting and Records).

Accident investigation is also required to enable Safety personnel to develop appropriate accident prevention countermeasures, to learn causes of accidents so that action can be taken to prevent the same and similar type accidents, and to supply accident data to higher headquarters.

SM9-2. Auto Accidents

The McAlester Police Department will investigate all property damage or injuries when the accident occurred while driving City owned equipment (automobiles, trucks, tractors). The findings will then be forwarded to the Safety Office. Normal traffic accident investigation will be sufficient.

SM9-3. Safeguarding Accident Information

Accident reports record data on all types of accidents. These reports are intended mainly for accident prevention purposes and will not be used for administrative or disciplinary personnel actions. Promises of confidentiality in taking statements for these reports will not be given. These reports and their attachments or copies and extracts will not be enclosed in any report or document unless the sole purpose of the other report or document is accident prevention.

Accident reports may not be used as evidence, nor to obtain evidence, in the following actions:

- a. In determining misconduct.
- b. Before evaluation boards.
- c. In determining liability in claims for or against the City.
- d. In determining pecuniary (monetary) liability.

e. As evidence for disciplinary action.

SM9-4. Property Damage

a. Property damage. Includes real property (facilities or real estate), equipment, or materiel where there is a cost to repair or replace.

b. Injury. Traumatic bodily harm such as a cut, fracture, amputation, burn, poisoning, stress, or strain, caused by a single or short exposure to an external force, toxic substance, or physical agent resulting in one of more of the following:

1) Fatality, regardless of the time between injury and death.

2) A lost workday case.

3) A nonfatal case without lost workdays.

c. Occupational Injury. Any on-duty injury caused by events or conditions in the occupational environment which requires more than first aid treatment.

d. Occupational Illness. Any abnormal physical condition or disorder, other than one resulting from an injury, caused by exposure to the occupational environment and resulting in any of the following:

1) Fatality, regardless of the length of the illness.

2) A lost workday case.

3) A nonfatal case without lost workdays.

e. Lost Workday Case. Lost workday cases are subdivided into the following two (2) categories:

1) Cases Involving Days Away From Work. These cases are cases in which an accident results in personnel missing one or more workdays. Days away from work are those workdays (consecutive or not) on which these personnel would have worked but could not because of injury or occupational illness. Excluded are days that these personnel would not have worked even though able to work, and the day of the injury or onset of occupational illness.

2) Cases Involving Days of Restricted Work Activity. These are cases where personnel may not have lost a workday, but because of an injury or occupational illness the individual was assigned to another job on a temporary basis, worked at a permanent job less than full-time, or worked at a permanently

assigned job but could not perform all duties normally connected with it.

- f. Nonfatal Cases Without Lost Workdays. Cases, other than lost workday cases, where personnel, because of an injury or occupational illness were permanently transferred to another job or terminated, required medical treatment greater than first aid, lost consciousness, or were diagnosed as having an occupational illness that did not result in a fatality or lost workday case. This includes newly diagnosed occupational illnesses detected on routine physical examinations.
- g. First Aid. Any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, and so forth, which do not require medical care even though provided by personnel.
- h. Medical Treatment. Any treatment (other than first aid) administered by a physician or by registered professional personnel under the standing orders of a physician.
- i. Accident Cost. Costs of damage to property and equipment will be computed by using the actual costs of parts and labor.
- j. Reportable Accidents. All accidents are reportable to the Safety Office for investigation.

SM9-5. Occurrences Not Constituting an Accident

- a. Malfunction or failure of component parts from fair wear and tear which have a fixed useful life less than the unit of equipment provided that the malfunction or failure is the only damage and the sole action is to replace or repair that component part. When a malfunction or failure of a component part results in damage to another component, this exception does not apply, e.g., the failure of tires or engines which results in damage to a vehicle.
- b. Injuries associated with non-occupational diseases where the disease itself, not the injury, is the proximate cause of the lost time, are not considered City accidents. An example of this is a minor laceration suffered by a hemophiliac which results in time away from work.
- c. Attempted or consummated suicide or homicide, or intentional self-inflicted injuries, are not considered accidents.
- d. Injuries sustained before entry into the service or employment at the City of McAlester unless specifically aggravated by current tenure of service.

- e. Infective and parasitic diseases, and poisonings caused by specific organisms and toxins (such as food poisoning), unless the disease is directly related to or the result of the worker's employment.
- f. Injuries resulting from pre-existing musculo-skeletal disorders or by minimum stress and strain. These are injuries unrelated to accident-producing agents or environments in daily work.
- g. Injuries or fatalities to persons in the act of escaping from or eluding custody or arrest.
- h. Death due to natural causes which are unrelated to the work environment.
- i. Adverse reactions to the body resulting directly from the use of alcohol or other drugs not administered by or under the direction of competent medical authority.

SM9-6. Notification of Accidents

Persons involved in, or aware of an accident, will promptly report it to the supervisor directly responsible for the operation, materiel, or persons involved. In the case of a motor vehicle accident, the person involved will notify the Police Department immediately.

SM9-7. Investigation of Accidents

All accidents will be promptly reported to the Safety Office. In addition, supervisors directly responsible for the operation, materiel, or persons involved in an accident will perform their own investigation and prepare without delay.

SM9-8. Responsibilities for Accident Reporting and Recordkeeping

- a. Supervisors. The supervisor directly responsible for the operation, material, or persons involved in an accident will:
 - 1) Ensure that a report is sent to the Safety Office.
 - 2) Give the required support to the Safety staff on accident investigation.
 - 3) Ensure that corrective actions on unsafe conditions and safety violations are taken.
 - 4) Make necessary transportation arrangements for an employee to be taken for medical attention. If the apparent seriousness

of the injury or illness precludes the use of a passenger vehicle, the supervisor should call the emergency line, telephone number 911, and request an ambulance.

- 5) At no time refuse to permit or fail to require an injured or ill employee to report for medical attention.

b. Division and Department Heads. Division and Department Heads will support investigations as required. This support will include technical investigations of materiel to determine the type and cause of failures or malfunctions. Hazardous conditions involving equipment will be repaired.

c. Safety Office.

- 1) The Safety Office will support investigations and report preparation as required.
- 2) The Safety Office will maintain a file of accident reports in accordance with AR 340-18-6.
- 3) The Safety Office will analyze accident data for prevention purposes.
- 4) The Safety Office will notify the City Manager the same day of occurrence of all but routine accidents. Routine accidents will also be brought to the attention of the City Manager when they present potential major accident/injury exposure.
- 5) The Safety Office will forward appropriate accident reports to the City Manager as needed or requested.

d. Employees.

- 1) An employee who sustains a job-related injury or illness will report it to the supervisor immediately, regardless of the degree or extent of the injury.
- 2) Persons sustaining injuries in a motor vehicle or equipment accident or in isolated areas where a supervisor is not present, will obtain necessary medical treatment.
- 3) After examination and/or treatment, the employee will report to his/her supervisor.

SM10. TECHNICAL INDUSTRIAL SAFETY

SM10-1. Hand Tools

- a. Prevention of accidents involving hand tools is largely a matter of proper instruction and training of employees and of maintaining the tools in safe working condition. Failure to observe one or more of the following five (5) safe practices accounts for most hand tool accidents:
- 1) Always wear safety glasses to protect eyes against flying particles.
 - 2) Select the right tool for the job. Examples of unsafe practices are: using a file or a screwdriver for a pry; a wrench for a hammer; and pliers instead of the proper wrench.
 - 3) Keep tools in good condition. Unsafe tools include wrenches with cracked or worn jaws; screwdrivers with broken tips, or split or broken handles; hammers with chipped, mushroomed, or loose heads, or broken or split handles, mushroomed heads on chisels, dull saws, etc. Unsafe tools will be removed from service immediately and repaired or replaced.
 - 4) Use tools correctly. Some common causes of accidents are: screw drivers applied to objects held in the hand; knives pulled toward the body; and nail hammers striking hardened tools.
 - 5) Keep tools in a safe place. When tools are used in overhead locations, special precautions should be taken to prevent their being dropped or falling from these levels. Tools with sharp cutting edges or sharp points should be carried in sheaths for the protection of the worker.
- b. Supervisory personnel will regularly inspect tools in use; will train and supervise employees in the correct use of tools for each job; and will enforce the use of proper personal protective equipment required. Supervisors will insure that guards on tools are used if present.
- c. Electricians will use nonmetallic tools wherever possible. Fiber fuse pullers, foot rules without metal rims, cloth tapes without wire reinforcements, and insulated handles on those metal tools that are necessary, are essential to safety.

SM10-2. Explosive Actuated Fastening Tools

These tools will not be used in explosive atmospheres or in other locations where non sparking tools are required. Cartridges will not be carried in the operator's pockets. Wood, metal, or heavy cardboard containers with means for separation of individual cartridges will be provided for storage of the working supply of cartridges. Cartridges will be accounted for at the end of each workday or shift. The lowest velocity explosive actuated fastening tools practicable will be used.

SM10-3. Types of Guarding

- a. Types of Guarding. One or more methods of machine guarding will be provided to protect the operator and other employees in the machine area from hazards such as those created by point of operation, in-going nip points, rotating parts, flying chips and sparks. Examples of guarding methods are - barrier guards, two-hand tripping devices, electronic safety devices, etc.
- b. General Requirements for Machine Guards. Guards will be affixed to the machine where possible and secured else where if for any reason attachment to the machine is not possible. The guard will be such that it does not offer an accident hazard in itself.
- c. Point of Operation Guarding. Point of operation is the area on a machine where work is actually performed upon the material being processed.
- d. Guillotine cutters, shears, alligator shears, power press, milling machines, power saws, jointers, portable power tools are some but not limited to the machines which usually require point of operation guarding.

SM10-4. General Requirements for Abrasive Wheel Machinery Guards

- a. Abrasive wheels will be used only on machines provided with safety guards except, wheels used for internal work while within the work being ground, mounted wheels used in portable operations two (2) inches and smaller in diameter, and types 16, 17, 18, 18R, and 19 cones, plugs and threaded hole pot balls where the work offers protection.

- b. Guard design. The safety guard will cover the spindle end, nut, and flange projections. The safety guard will be mounted so as to maintain proper alignment with the wheel, and the strength of the fastenings will exceed the strength of the guard except safety guards on all operations where the work provides a suitable measure of protection to the operator, may be so constructed that the spindle end, nut, and out flange are exposed; and where the nature of the work is such as to entirely cover the side of wheel, the side covers of the guard may be omitted and the spindle end, nut, and outer flange may be exposed on machines designed as portable saws.
- c. Guard design specifications. Abrasive wheel machinery guards will meet the design specifications of the American National Standard Safety Code for the use, care, and protection of abrasive wheels, ANSI B7.1-1970. This requirement will not apply to natural sandstone wheels or metal, wooden, cloth or paper discs, having a layer of abrasive on the surface.
- d. Work rests. On offhand grinding machines, work rests will be used to support the work. They will be of rigid construction and designed to be adjustable to compensate for wheel wear. Work rests will be kept adjusted closely to the wheel with maximum opening of one-eighth inch to prevent the work from being jammed between the wheel and the rest, which may cause wheel breakage. The work rest will be securely clamped after each adjustment. The adjustment will not be made with the wheel in motion.
- e. Flanges. All abrasive wheels will be mounted between flanges which will not be less than one-third the diameter of the wheel. Exceptions are as follows:
- 1) Mounted wheels
 - 2) Portable wheels with threaded inserts or projecting studs
 - 3) Abrasive discs (inserted nut, inserted washer, and projecting stud type)
 - 4) Plate mounted wheels
 - 5) Cylinders, cup or segmental wheels that are mounted in chunks
 - 6) Types 27 & 28 wheels, depressed center wheels
 - 7) Certain internal wheels
 - 8) Modified types 6 & 11 wheels (terrazzo), straight cup wheel and flaring cup wheel respectively

SM10-5. Requirements for Personal Protective Clothing and Equipment and Operator Protection Devices

- a. The most positive way to protect the operator as well as other in the immediate area is by guarding the wheel effectively. A guard protects the operator either by containing or deflecting the pieces of an accidentally broken wheel. Guards also control sparks and swarf.
- b. Because the grinding operation produces sparks and swarf, eye protection is of utmost importance. Safety goggles or face shields will be worn at all times while operating a grinder as well as while in the grinding area. Goggles will be worn by all personnel on every grinding operation, and in addition, protective eye shields will be mounted on each machine.
- c. Safety aprons, gloves, safety shoes, and other protective clothing will be worn as required by the nature of the grinding operation. Well designed protective clothing will allow the operator to work more efficiently and safely.

SM10-6. Ladder Safety

- a. All ladders used will comply with OSHA standards.
- b. All new ladders will be inspected by Department Heads prior to use.
- c. All portable ladders will be numbered to insure regular inspection. Each ladder will be inspected at least every month and a written record of the inspections will be kept.
- d. Wooden ladders will not be painted. All painted wooden ladders will have the paint removed since paint conceals defects.
- e. When not in use, ladder should be stored in readily accessible areas away from sources of heat and dampness.
- f. Portable and extension ladders will be placed at a safe angle, i.e., the distance between the foot of the ladder and the wall or object against which it is leaning should be approximately one-fourth the length of the ladder. Portable and extension ladders should be carefully placed to insure secure footing for both side rails. When it is necessary to place ladders in front of doors which open toward the ladder, adequate means to divert traffic will be taken. If the security of the ladder may be endangered, a person will be stationed at the base of the ladder to steady it or the ladder will be securely tied in position.

- g. Portable metal ladders or wooden ladders with metal side rail reinforcing or metal rungs will not be used by electrical maintenance personnel.
- h. Decals which state "CAUTION - DO NOT USE NEAR ELECTRICAL EQUIPMENT" shall be placed on the side rails of metal ladders.

SM10-7. Compressed Air

- a. Compressed air used for cleaning will be reduced to less than 30 p.s.i., and then only with effective ship guarding and personal protective equipment. Brushes and vacuums are preferred and should be used for cleaning whenever possible.
- b. The use of compressed air for removing foreign material from the hands, arms, or personal attire is prohibited.
- c. Horseplay with compressed air is prohibited.
- d. The minimum amount of air pressure required to perform the specific operation must be used.

SM10-8. Fire Safety

- a. Instructions to Personnel. All employees will have specific instructions on fire safety, including location of emergency exits, fire hazards in each area, fire reporting procedures, fire exit drills, locations of fire extinguishers, proper storage of flammable materials, smoking, etc.
- b. Portable Fire Extinguishers. Portable fire extinguishers will be maintained in proper operating condition and will be readily available for instant use. Fire extinguishers will not be obstructed or obscured from view. The location of fire extinguishers shall be clearly marked and readily available within 50 ft. from any direction. Fire extinguishers weighing less than 40 lbs shall be installed 5 ft. above the floor and those weighing more than 40 lbs shall be installed 3 1/2 ft. above the floor.
- c. Inspection of Fire Extinguishers. Fire extinguishers will be inspected annually by a licensed, certified vendor. They will be checked monthly by designated employees to insure they are in designated places, to insure they have not been actuated or tampered with, and to detect any obvious physical damage, corrosion or other impairments. Employees designated shall sign inspection card monthly and report any defective extinguishers immediately.

SM10-9. Mobile Equipment and Automotive Maintenance Safety

- a. Housekeeping. The garage and tire shop will be inspected daily by operating personnel and maintained in a clean and orderly condition. Floors and other exposed surfaces will be kept clean. Oil, grease, or loose tools on the floor which might result in fire, slipping, tripping, or falling, will be removed as quickly as possible. Particular care will be taken to maintain cleanliness in the area around the grease rack as well as in the rack itself. When greasing a vehicle, grease connections will be made fast to car connections. The grease rack and floor will be cleaned at the close of business each day. These areas will be well ventilated for protection against accumulations of carbon monoxide. If adequate ventilation is not available, doors will be opened whenever engines are running. Adequate illumination will be provided and utilized for all general work areas, including work benches and lubrication pits. Covers for floor openings will be flush with surfaces and will be kept closed when not in use.

All tools and equipment will be kept in their proper place when not in use and will be kept out of walkways. Overhead signs and fixtures will be checked periodically to make certain they are secure.

- b. Protection of Personnel. Mechanics and other service personnel will be provided with safety glasses, goggles, face shields, rubber gloves, aprons, safety shoes, and other special gloves as required. Goggles will be worn for all grinding, chipping, cutting, welding, and when using compressed air or for similar operations. Finger rings will not be worn by personnel servicing batteries or working on motor vehicles.
- c. Fire Safety. Vehicle and equipment maintenance personnel will be trained in the proper use of portable fire extinguishers for the specific types of hazards involved. ~~Where flammable liquids or vapors may be present, smoking will be prohibited. These locations will be conspicuously marked.~~ Smoking will be prohibited where flammable liquids or vapors are present. Locations will be conspicuously marked.

d. Equipment and Tools.

- 1) Tools will be kept in their proper places when not in use. Only the correct tools for a particular job will be used. Defective tools will not be used.

Tools and hand swill be kept free of grease. Tools will be cleaned with an approved solvent only. For general cleaning purposes, a safety solvent having a flash point of 100 degrees

Fahrenheit or above will be used. The use of carbon tetrachloride is prohibited. When using a bar on springs, work the bar away from the face. Small batteries will be lifted with battery straps designed for that purpose. On large batteries, insulated lifting bridles designed for that purpose will be used.

- 2) Blow torches will not be used to clean crankcases, transmissions, radiators, or grease guns. Steam, hot water, or other suitable degreasers will be used.
- 3) Grease guns will be handled carefully and used only for the purpose intended. Serious injury can result when grease is shot out of a grease gun in horseplay. Do not point a grease gun toward another person.
- 4) The lube dispenser will be kept out of the way and will be checked at regular intervals for leaks.
- 5) The mobile grease cart will be returned to its proper place immediately after use. The hose will not be left lying along the floor.

e. Repairing and Servicing Vehicles.

- 1) Work will not be started under a hood of a vehicle unless the hood has been firmly secured in the open position. Hood hold-down clamps or locking devices will be kept in good condition. Additional hold-down clamps will be installed where necessary.
- 2) If the radiator is steaming, the hands will be protected with a large rag and the steam allowed to escape before removing the cap entirely. Matches shall not be used when looking into a radiator.
- 3) To prevent personal injury when removing or replacing heavy parts, such as gear units or hub and drum assemblies, mechanics will use a hoist, jack or dolly.
- 4) Approved metal vehicle stands will always be used when work is being done under a vehicle from which the wheels have been removed. Wooden blocks or horses will not be used for this purpose. Hydraulic lifts are permissible.
- 5) Before starting repairs on a dump truck with the dump body in a raised position, the dump body will be secured by inserting the safety pins in the safety locks, or in the absence of such locks, the body will be secured with sturdy blocking or triangular steel stands designed for this purpose.

- 6) Jacks will be inspected visually for cracks, looseness, and wear. If there is doubt about the condition of a jack, it will not be used. A vehicle will be properly blocked when personnel are working under it. Do not depend entirely on jacks. The service jack will be centered on the axle when a wheel is to be removed from a vehicle. The jack will always be set on a solid footing. A jack will not be used for a load in excess of its rated capacity. The handle of a jack will be placed so that the swing of its handle will be unobstructed. A jack will not be left standing under a load with the handle in the socket. Personnel will not lean over a jack handle or handle socket under load. The body will be kept clear of the vehicle in case it should suddenly start to roll.
- 7) Hydraulic lifts will be inspected at regular intervals for oil leaks, oil level, proper lubrication, secure overhead connections and safety locks on gears. The teeth of gear locks should not be worn or shipped. A defective hoist will not be used. Personnel will not stand in front of a hoist while a motor vehicle is being guided onto it. Occupants will not remain in a vehicle when it is to be lifted. Before lifting a vehicle, the ignition will be turned off, the gears in neutral, the wheels blocked, and the doors closed. When raising the hoist, use the safety leg and insure that safety catches are secure. Do not rock the vehicle when the hoist is raised. Vehicles will be raised and lowered slowly. Do not rush the action of the hoist, as the gears may slip. A vehicle that may be heavier than the capacity of the hoist will not be raised. Except for cleaning purposes, the hoist will not be raised when not in use.
- 8) Only approved cleaning compounds will be used in pits. Gasoline or other flammable solvents will not be used. Tools or debris will not be placed on pit steps. Steps will be kept free of oil and grease. Proper lighting will be available in the pits. The pit drain will be kept open. Adequate safeguards will be erected around pits. Unauthorized personnel are not allowed in pits. Guard chains for pits will be kept in place when the pits are not in use.
- 9) When charging batteries, burns and shocks can occur. Rubber gloves shall be worn when necessary. Replace vent caps before attaching or detaching charger cable. Fumes arising from batteries in the recharging line are flammable. Connections to batteries will be properly made and secured. Care will be used in handling battery acids. When preparing electrolyte, the acid will always be poured into the water.

~~10)~~ 10) When removing a hub cap, one (1) hand will be held against the side of the cap so that it does not fly into the body when it is released. When removing a tire from a wheel, the core will be removed from the valve stem and the wheel turned until the valve stem is on the lower quarter; then pull the tire opposite the stem to save lifting the tire, which can be rolled off the wheel onto the ground. In replacing tires, insure that the rims are in good condition and that the lug nuts are tight.

Before the tire is fully inflated, insure that the lock rings are properly installed. Prior to inflating a tire, inspect it for defects and determine the proper pressure. The face should be turned away from the tire when inflating it. The tire will not be held between the legs. Tires on wheel equipped with lock rings will be inflated in a safety cage when removed from the wheels.

Tires on split wheels must be deflated before removing the wheel from the vehicle and inflated after installing the wheel on the vehicle. When putting a tire on a wheel, the wheel will be turned until the opening for the valve stem is on top. Then, resting the tire against the wheel with the stem on top, stop, place a hand on each lower quarter of the tire, and lift it into place. All bolts on split or two-piece wheels will be tightly secured before inflating the tire. The tire will be deflated before loosening bolts.

SM10-10. Woodworking Safety

- a. All personnel required to operate power woodworking machinery and equipment will be given instructions prior to assignment. The instructions will include hazards of the machinery or equipment, its proper operation, and the use of protective clothing, equipment, and safety devices. Authorized personnel only will be allowed to operate woodworking machinery and equipment.
- b. Prior to starting a machine, the operator will insure that all guards are in place, that all working parts are free to move, and that personnel are clear when the machine is set in motion.
- c. Supervisors are responsible to enforce safe work practices.

SM11. OFFICE SAFETY

SM11-1. General

Unsafe conditions and unsafe acts are found in office spaces just as they are in the more hazardous job sites. An office safety program should be established in each office. Supervisors will be alert to potential safety hazards and assist employees in maintaining a safe office environment. Accidental injuries to office workers are just as severe, painful, and expensive as those to other workers. Office workers are not exempt from performing their duties safely and keeping their workplace in a safe and healthful condition. Persons who work in offices tend to have a complacent attitude toward safety; those in high risk occupations are more safety conscious.

SM11-2. Common Office Accidents

According to the National Safety Council, the most common accidents resulting in injury to office workers include falls (55%), strains from overexertion, striking against objects, objects striking workers, being caught in or between, and the miscellaneous accidents such as foreign substances in the eye, spilled hot coffee or other hot liquid, burns from fire, insect bites, electric shocks, and puncture wounds from sharp objects.

SM11-3. Injury Reporting

An employee in an office who sustains an injury, even minor first-aid type, should report the injury to the supervisor.

SM11-4. Lifting Materials and Equipment

The movement of boxes or bundles of office supplies, ledgers, portable filing cases, and items of office equipment, constitute a definite lifting hazard. Employees whose work occasionally involves the handling of heavy materials should adhere to the proper method of lifting, i.e., lifting by leg power with the back erect.

SM11-5. Office Machines

Electric-powered office machines and equipment will not be cleaned or lubricated while in operation. The switch will be turned off and the plug or control disconnected. If voltage is more than 110, the plug should not be disconnected except by an electrician; special disconnecting technique is required. Guards will be provided and kept in place on machines as required for protection against hazardous moving parts.

SM11-6. Overhead Fixtures

All overhead fixtures will be securely fastened. Personnel will not work directly under locations where overhead repairs are being performed.

SM11-7. Housekeeping

Desks will be kept clean and orderly. Floors will be kept free of all extraneous materials. Slipping hazards are created when water, oil, soap, waste paper, or other refuse is left on floors.

SM11-8. Aisles and Walkways

Aisles and walkways in an office will not be obstructed by office equipment, furniture, or storage boxes. Desk and filing cabinet drawers will not be left open in aisles or walkways. Running is prohibited while inside a building. Employees should keep to the right when walking in corridors.

SM11-9. Electric Fans

If located less than seven (7) feet above the floor, electric fans will be covered with a mesh of no more than one-half inch openings. A fan which indicates excessive vibration or overheating will be disconnected at once and reported to the supervisor.

SM11-10. Ladders

Small ladders and stands used in offices will be equipped with non-slip treads and safety feet. Rolling and trolley-type ladders will be provided with breaking devices. Ladders with broken or split side rails or steps will be taken out of service immediately. Wooden ladders will not be painted.

SM11-11. Office Furniture

Personnel will not sit in a tilted position in any chair. Bolts on swivel chairs should be checked periodically for proper tension. Defective chairs, desks, or other office furnishings will be removed from service until repaired. The use of office furniture instead of a ladder can result in serious injury and is prohibited. When not in use, blades on paper cutters will be kept in the down position and locked.

SM11-12. Electrical Extension Cords

Electrical extension cords improperly placed may cause tripping hazards, and are not permitted on the floor, in aisles, or walkways, unless properly covered with rigid covers. Extension cords should be unplugged by grasping the plug, not the cord. Frayed cords and exposed wires should be called to the attention of the supervisor immediately.

SM11-13. Fire Prevention

Combustibles such as dust clothes, paper, clothing, furniture polish, ink, etc., will not be placed closer than six (6) inches from any steam pipe, radiator, or other heat-producing devices. All employees should be instructed in what to do in case of fire. All employees should be shown the location of and how to use fire extinguishers. They should know which extinguisher to use for electrical fires, which to use for combustible materials, and which to use for flammable liquid fires. Smoking materials will not be disposed of in waste paper baskets. Coffee pots and other heating appliances will be unplugged when not in use. Containers of flammable liquids kept in an office will not exceed five (5) gallons in size, and preferably should be the smallest amount possible.

SM12. KITCHEN SAFETY

SM12-1. General

The City of McAlester operates kitchen space in several buildings. Possible hazards that employees are exposed to are as numerous as other departments. Often, overlooked kitchens expose employees to several severe disabling injuries.

SM12-2. Definitions

The City of McAlester recognizes any space or room that is equipped with cooking stove, refrigeration, mixing appliances, or any appliances used in the preparation of food as a kitchen. A microwave oven does not constitute a kitchen by itself. A kitchen will also have sanitation facilities such as sinks, hot and cold water, trash containers, etc.

SM12-3. Training

- a. An employee will not be allowed use of any kitchen area without instruction of the uses of all appliances present.
- b. Each employee who will be required kitchen access will be trained as to proper sanitation practices.
- c. Each employee will be trained or informed as to hazardous chemicals that may be present in the kitchen.

SM12-4. Appliances

- a. Electrical appliances shall be in good condition and have three (3) wire connector plugs. Electrical items will not be placed near sinks or vessels that contain waters or liquids. Frayed cords, damaged or outdated appliances will be repaired or taken out of service.
- b. Gas appliances will be of the self-igniting type. No appliance will be used if external ignition sources are used (matches, lighters). It is vital that cooking appliances be kept clean of grease build-up.
- c. Refrigerators. Refrigerators will be cleaned no less than once a week a thorough cleaning will prevent bacterial growth and insure that diseases are not spread throughout the workplace. Refrigerators must be maintained in top operational condition. Periodical cleaning of the condensing coils is necessary to prevent high temperature in the storage area.

- d. Microwave Ovens. Refer to SM-13, Radiation Safety.
- e. Garbage Disposal's. Disposals will be properly installed and maintained by the Maintenance Department. Refer to operator's manual as to the type of items that are acceptable for disposals use.

SM12-5. Cleaning

Kitchen areas and areas where food is consumed will be cleaned immediately after use.

- a. Eating Area. The eating areas will be cleaned after each meal. The dishes, pots and pans, and glassware are to be sanitized in hot soapy water. Care should be taken not to allow water temperatures high enough to cause burns.
- b. Cooking Areas. All cooking appliances will be cleaned and sanitized after each use.
- c. Floors. All floors in the cooking or eating areas will be mopped as part of sanitation requirements.

SM13. RADIATION SAFETY

SM13-1. General

The cooking process in microwave ovens is accomplished with microwave energy generated by a magnetron tube. This energy is the same type as that emitted by radar units. The hazards involved are due to the leakage of microwave energy and are usually confined to the area surrounding the oven door.

SM13-2. Hazard Signs

- a. Each oven will have placed upon it a sign which can be easily read by the operator. If the sign is not affixed by the manufacturer, it should be locally made. The sign will contain the following instructions:

PRECAUTIONS FOR SAFE USE

DO NOT ATTEMPT TO OPERATE THIS OVEN--

WHEN OVEN IS EMPTY;

WITH METAL OBJECTS OR FOILS INSIDE THE OVEN CAVITY;

WITH OBJECTS CAUGHT IN DOOR;

WITH DOOR THAT DOES NOT CLOSE PROPERLY;

WITH DAMAGED DOOR, HINGE, LATCH, OR SEALING SURFACE.

Operators should stand away from front of this oven while in operation.

- b. Users will place a sign indicating the potential hazard to personnel in a conspicuous place at the entrance to the building containing the microwave oven. The sign will contain the following precautions:

ATTENTION CARDIAC PACEMAKER WEARERS
MICROWAVE OVEN IN USE

SM13-3. Physical Location of Ovens

Microwave ovens will not be stacked one upon another for use.

SM13-4. Leakage

Leakage from microwave ovens is usually caused by a worn door seal, faulty door safety interlocks, and on ovens with a viewing area, by the seal around the faceplate or screen. Failure of door interlocks to shut off the oven when the door is opened could expose personnel in the vicinity of the oven to microwave radiation levels a hundred-fold above safe levels.

The use of metal cooking containers or aluminum-foil wrapped food in these ovens also increases leakage levels. Air and glass transmit and metals reflect microwaves. Human tissue and food absorb this energy. If for any reason the oven must be operated without food, to check its operation, a small glass container of water should be placed in the oven as a load. This load would simulate the operating condition the oven would normally be subjected to. It is possible to operate the oven in a no-load condition, but this is inadvisable since damage to the microwave generating source could occur if operated empty over an extended period of time. When operated under such no-load conditions, the leakage would be of a higher level since none of the energy is absorbed.

SM13-5. Visual Inspection by Users

Although it is impossible to determine the exact amount a microwave cooking oven is leaking without suitable instrumentation, there are certain visual checks which should be made by the person responsible for the oven. As almost all instances of leakage are around the door area, the following visual checks should be made:

Check for loose or bent door hinges, screws missing from hinges.

Sprung, warped, or misaligned doors.

Faulty interlocks; for example, oven should not be operable with door open or slightly ajar.

Faulty, loose, or broken door latch.

Worn, missing, or damaged seals around the door or viewing area.

Check for pitting and burnt spots around the periphery of the door closure area. This is usually caused by arcing as a result of grease buildup around the door. Ovens should be checked at frequent intervals to eliminate this arcing which causes an increase in leakage levels.

Check to see if personnel are using metal or aluminum foil cooking vessels, as reflections from metal objects can also increase leakage.

Check to see that ovens are not operated empty. If for any reason the oven must be operated without food, to check its operation, such as interlocks, a small glass bowl or beaker of water should be used to simulate a normal load.

Whether adequate instructions and warning signs to oven users are properly posted.

Check cleanliness of the oven cavity and around the door. Oven should be cleaned daily.

SM14. CONTROL OF HAZARDOUS ENERGY LOCKOUT/TAGOUT PROCEDURES)

SM14-1. Purpose

This procedure establishes the minimum requirements for the lockout and/or tagout of energy isolating devices in accordance with the Code of Federal Regulations (CFR), Title 29, Part 1910.147. It will be used to ensure that the machine or equipment is isolated from all potentially hazardous energy, and locked out/tagged out (lockout being preferred), before employees perform any servicing or maintenance activities where the unexpected energization, start up or release of stored energy could cause injury.

SM14-2. Training

All employees engaged in servicing and/or maintenance of equipment and machinery will be instructed in the safety significance of the lockout/tagout procedure. Employees who operate machinery and equipment will also be informed as to the purpose and restrictions of lockout/tagout procedures.

SM14-3. Preparation for Lockout/Tagout

A survey will be made to locate and identify all energy isolating devices to be certain which switch(s), valve(s), or other isolating devices apply to the equipment to be locked out/tagged out. More than one energy source (electrical, mechanical, hydraulic, etc.) may be involved.

SM14-4. Sequence of Lockout/Tagout Procedure

- a. Notify all affected employees (operators/workers) that a lockout/tagout system is going to be utilized, informing them of the equipment/machinery being shutdown and the reason thereof. The authorized employee(s) (actual employee(s) performing maintenance/servicing) will show the type and magnitude of energy that the machine or equipment utilizes and understand the hazards before beginning shutdown procedure.
- b. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open toggle switch, close valve, etc.).

- c. Operate (close) the switch, valve or other energy isolating device(s) so that the equipment is isolated from its energy source(s). Stored energy, such as that in springs, elevated machine members, rotating flywheels, hydraulic systems and air, gas, steam or water pressure, etc., must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc.
- d. Lockout and/or tagout all the energy isolating devices with assigned individual lock(s) and/or tag(s). Locks will be used when a lockout means is available on the energy isolating device. Tags used with locks are an added safety measure.
- e. After ensuring that no personnel are exposed, and as a check on having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate.

CAUTION: Return operating control(s) to "neutral" or "off" position after the test.

- f. The equipment is now locked out and/or tagged out.

SM14-5. Restoring Machines or Equipment to Normal Production Operations

- a. After the servicing and/or maintenance is complete and equipment is ready for normal production operations, check the area around the machines or equipment to ensure that no one is exposed.
- b. After all tools have been removed from the machine or equipment, guards have been reinstalled and employees are in the clear, each maintenance/service personnel will remove their own lockout and/or tagout devices. Operate the energy isolating devices to restore energy to the machine or equipment.

SM14-6. Procedure Involving More Than One Person

In the preceding steps, if more than one (1) individual is required to lockout and/or tagout equipment, each will place their own personal lockout/tagout device on the energy isolating device(s). When an energy isolating device cannot accept multiple locks/tags, a multiple lockout/tagout device (hasp) may be used. If lockout is used, a single lock may be used to lockout the machine or equipment with the key being placed in a lockout box or cabinet which allows the use of multiple locks to secure it. Each employee will then use their own lock to secure the box or cabinet. As each person no longer needs to maintain their own lockout protection, that person will remove their lock from the box or cabinet.

SM14-7. Basic Rules for Using Lockout or Tagout System Procedure

All equipment will be locked out and/or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve or other energy isolating device where it is locked or tagged out.

SM15. SAFETY DEFICIENCY REPORTING

SM15-1. General

Unsafe conditions and unsafe acts do and will continue to occur. The objective of this Safety Manual and the Safety Office is to minimize these conditions.

SM15-2. Unsafe Working Environment

When an employee has knowledge of unsafe conditions or acts, the employee should notify his/her supervisor. If the unsafe condition is not eliminated or corrected, the employee will report the unsafe condition to the Safety Office.

SM15-3. Deficiency Report

- a. The Safety Office will inspect, investigate, or observe unsafe conditions. The Safety Office will issue a Safety Deficiency Report to the Department Head responsible for this condition.
- b. The Department Head will be allowed one to thirty days to make necessary corrections and return the Deficiency Report to the Safety Office.
- c. If the unsafe condition is still occurring or exists after the allotted time period, the Safety Office will issue a second Deficiency Report to the Department Head. The Safety Office will also provide the City Manager with a copy of the second Deficiency Report.
- d. Report contents. (See copy).

SM15-4. Budget for Safety

- a. A Safety Budget has been initiated for the purchasing of items related to occupational safety. When this budget is used, the Department Head must obtain permission from the Safety Office.
- b. Items that cannot be purchased with this budget include, but not limited to:
 - 1) Replacement of equipment due to normal wear.
 - 2) Tools broken or damaged.
 - 3) Ladders that do not comply to OSHA standards
 - 4) Office items

- 5) Items necessary to complete day-to-day work (leather gloves, welding helmets, shovels). Any items needed to accomplish work tasks.
- c. Items the Safety Budget can be used for include, but not limited to:
- 1) All personal protection equipment
 - 2) All electrical update to provide a safer work environment
 - 3) Placards and labeling materials
 - 4) Signs (NO SMOKING, FLAMMABLE/AUTHORIZED PERSONNEL ONLY, etc.)
 - 5) Some training schools and travel expense
 - 6) Items necessary to meet OSHA standards.

SM15-5. Stop Work Orders and Discipline

- a. When hazardous conditions exist because an employee is not provided, or refuses to wear and use personal protective equipment, the Safety Office shall stop work immediately until the hazard has been corrected.
- b. Division heads and Department heads shall initiate disciplinary procedures against any employee who repeatedly disobeys any article contained in the Hazard Communication, Emergency Action Plan, Safety Manual and individual departmental supplements.

ITEM NUMBER _____

SAFETY OFFICE
CITY OF McALESTER

SAFETY DEFICIENCY REPORT

SUPERVISOR _____
DEPT./BUILDING _____
DEPT. HEAD _____

DATE _____

HAZARD SEVERITY PROBABILITY RISK ASSESSMENT CODE

I	A
II	B
III	C
IV	D

REFERENCE(S) : _____

DEFICIENCY: _____

DEFICIENCY LOCATION/EQUIPMENT: _____

RECOMMENDED CORRECTIVE ACTION: _____

INSPECTOR: _____

SAFETY REPORT MUST BE RETURNED WITHIN 30 CALENDAR DAYS AFTER
RECEIPT.

RETURN DATE: _____

TO: SAFETY OFFICE FROM: _____ DATE: _____

THE FOLLOWING CORRECTIVE ACTION HAS BEEN TAKEN:

DATE CORRECTED: _____

ESTIMATED COMPLETION: _____

WORK ORDER/TROUBLE CALL NO.: _____

SIGNATURE AND TITLE: _____

DEFINITIONS

Risk Assessment: An expression of possible loss, described in terms of hazard severity and accident probability, and expressed as a Risk Assessment Code.

- 1) Hazard. An existing or potential condition that can result in a mishap.
- 2) Accident. An unplanned event or series of events that result in death, injury, occupational illness, or damage to or loss of equipment or property.
- 3) Hazard Severity. An assessment of the worst potential consequence, defined by degree of injury, occupational illness, or property damage which is likely to occur. Hazard severity categories shall be assigned by Roman numeral according to the following criteria:
 - a) Category I - Catastrophic: The hazard may cause death, or loss of a facility.
 - b) Category II - Critical: May cause severe injury, severe occupational illness, or major property damage.
 - c) Category III - Marginal: May cause minor injury, minor occupational illness, or minor property damage.
 - d) Category IV - Negligible: Probably would not affect personnel safety or health, but is nevertheless in violation of specific criteria.
- 4) Accident Probability. The probability that a hazard will result in an accident, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Accident probability shall be assigned an Arabic letter according to the following criteria:
 - a) Subcategory A - Likely to occur immediately or within a short period of time (frequent)
 - b) Subcategory B - Probably will occur in time (probable)
 - c) Subcategory C - May occur in time (occasional)
 - d) Subcategory D - Unlikely to occur (remote)
 - e) Subcategory E - Highly unlikely to occur (improbable)
- 5) Risk Assessment Code. An expression of risk which combines the elements of hazard severity and accident probability, e.g., IA, IIIB, etc. The table below may be used to rank other risk assessment codes.

HAZARD SEVERITY	ACCIDENT PROBABILITY				
	A	B	C	D	E
I	1	1	2	3	5
II	1	2	3	4	5
III	2	3	4	5	5
IV	3	4	5	5	5

SM16. CONFINED SPACE

SM16-1. General

The City of McAlester, within its infrastructure, operates and maintains areas that by definition qualify as confined space. A confined space entry program is established to protect and ensure the safety of these employees who may be entering these aforementioned areas.

SM16-2. Definition

Confined spaces are any areas that are difficult to enter and leave and are not intended for full-time employee occupancy. Confined spaces include such areas as storage vessels, furnaces, railroad tank cars, manholes, bulk material hoppers, water towers, autoclaves and lift station.

SM16-3. Hazards

Hazardous conditions found in confined spaces are numerous and at times undetectable.

- a. Difficulty entering and exiting
- b. Atmospheric
 - 1) Explosive
 - 2) Poisonous
 - 3) Oxygen deficiency or 0-2 concentration
- c. Chemical and biological
- d. Electrical

SM16-4. Confined Space Entry Permit

- a. All areas under the City of McAlester's control will be entered by permit only.
- b. No employee will enter any confined space before that employee is:
 - 1) Trained in confined space entry
 - 2) Been informed of all possible hazards
 - 3) Been issued personal protective equipment

- 4) Informed of the atmospheric condition in the area
- 5) Issued a confined space entry permit
- 6) In compliance of all safety mandates for entry
- 7) In request of above-ground attendant

SM16-5. Obtaining Permit

- a. Only the Department Heads shall issue confined space entry permits.
- b. The Division Director shall issue confined space entry permits in the absence of the Department Head.
- c. The Safety Officer shall issue confined space entry permits on emergency basis (absence of Department Head or Division Director).

SM16-6. Air Monitoring

- a. A record of confined space air quality will be maintained:
 - 1) Periodically check atmospheric conditions
 - 2) Before each entry
 - 3) After ventilation or purging
 - 4) During line breaks
 - 5) Any time an incident occurs within confined space
 - 6) At employees request
- b. Air monitoring instruments will be governed by Standard Operating Procedures developed by the Division Director and Department head and confirmed by the Safety Officer.

SM16-7. Air Quality

- a. No entry will be allowed if the oxygen concentration is below 19.5% or if an oxygen enriched atmosphere above 22% exists. If either of these conditions exists, entry shall be made in self-contained breathing apparatus.

- b. No entry will be allowed if flammable gas, vapor, or mist is in excess of 10% of its lower flammable limit. If this condition exists, no entry will be allowed until lower flammable limit is reduced below 10% (purging, venting, neutralizing, etc.).
- c. No entry will be permitted if H₂S. Refer to SM16-7-B for correction.

SM16-8. Rescue

At any time an employee enters a confined space with full personal protective equipment, a rescuer will be stationed above. The rescuer will also be in full personal protective equipment with a life line attached to the entrant. The rescuer shall be trained as to procedure of rescue and the communication to emergency responders and supervisory personnel.

SM16-9. Signs

- a. An appropriate sign will be posted at or near permit spaces to notify employees of what hazards may be present.
- b. Prevent unauthorized entry by employees or the public. Such measures as training, posting signs and barriers will be used.

SM16-10. Training

- a. It is essential that all employees involved in confined space entries be trained for such entries.
- b. Trained in proper use of self-contained breathing apparatuses
- c. Trained in rescue
- d. Trained in maintenance of personal protective equipment
- e. Trained in hazards of confined space and any hazard that might occur (traffic, biological, atmospheric, electrical, etc.).

EEC-1. EMERGENCY EQUIPMENT CHECK

EEC1-1. Monthly Operations Check.

- a. Operational checks to be performed monthly.
 - 1. Backup generator, pumps, etc.
 - 2. Check all fluid levels to necessary maintenance.
 - 3. Fuel to be drained and re-fueled and fuel stabilization added to fuel every three (3) months.



McAlester City Council

AGENDA REPORT

Meeting Date:	July 14, 2015	Item Number:	12
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	
Date Prepared:	July 7, 2015	Exhibits:	2

Subject

Consider and act upon, acceptance of the letter and adoption of the amendment submitted to Internal Revenue Service amending Section 4.9 of the City of McAlester Defined Benefit Retirement Plan.

Recommendation

Staff recommendation is to accept the letter submitted on our behalf by McAfee & Taft to the Internal Revenue Service and to adopt the amendment as per their instructions.

Discussion

Approved By

		Initial	Date
Department Head		TE	07/07/2015
City Manager	P. Stasiak		

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

20335/00003
DEPARTMENT OF THE TREASURY

Date: JUN 08 2015

CITY OF MCALESTER
C/O MCAFEE & TAFT A PROFESSIONAL
JOHN PAPAHRONIS
211 N ROBINSON TENTH FLR TWO
OKLAHOMA CITY, OK 73102

Employer Identification Number:
73-6005314
DLN:
17007042172024
Person to Contact:
ROBIN M JOECKEN ID# 31328
Contact Telephone Number:
(513) 263-4159
Plan Name:
THE CITY OF MCALESTER DEFINED
BENEFIT RETIREMENT PLAN AND TRUST
Plan Number: 003

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b)(3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provides examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination letter gives no reliance for any qualification change that becomes effective, any guidance published, or any statutes enacted, after the issuance of the Cumulative List (unless the item has been identified in the Cumulative List) for the cycle under which this application was submitted.

This determination letter is applicable for the amendment(s) executed on 1/28/14 & 5/28/13.

This determination is subject to your adoption of the proposed amendments submitted in your letter dated 3/30/15. The proposed amendments should be adopted on or before the date prescribed by the regulations under Code section 401(b).

Letter 2002

1557 9961

CITY OF MCALESTER

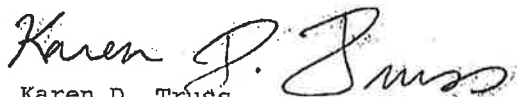
This determination letter is based solely on your assertion that the plan is entitled to be treated as a Governmental plan under section 414(d) of the Internal Revenue Code.

This letter may not be relied on after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after the application was received. This letter expires on January 31, 2019. This letter considered the 2012 Cumulative List of Changes in Plan Qualification Requirements.

We have sent a copy of this letter to your representative as indicated in the Form 2848 Power of Attorney or appointee as indicated by the Form 8821 Tax Information Authorization.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen D. Truss".

Karen D. Truss
Director, EP Rulings & Agreements

Enclosures:
Publication 794

**2015 AMENDMENT TO
THE CITY OF MCALESTER DEFINED BENEFIT RETIREMENT PLAN AND TRUST**

Pursuant to the authority vested in the undersigned, The City of McAlester Defined Benefit Retirement Plan and Trust (the "Plan") is hereby amended as follows:

I.

Section 4.9(g) of the Plan is hereby amended in its entirety to read as follows:

"Freeze of Drop Program. Notwithstanding anything to the contrary herein, effective as of the Cessation Date as defined in the Preamble of the Plan, all Participants shall cease accrual of any further benefits under the Plan on and after the Cessation Date, including those accrued under the DROP Program pursuant to this Section 4.9 of the Plan. In conjunction with the cessation of such benefit accruals under the Plan, effective as of the Cessation Date no further benefits shall accrue on behalf of any Participant after the Cessation Date. Further, all payments under the DROP Program pursuant to this Section 4.9 shall cease to be made on and after the Cessation Date."

Except as otherwise provided in this 2015 Amendment to The City of McAlester Defined Benefit Retirement Plan and Trust (the "Amendment"), the Plan is hereby ratified and confirmed in all respects. This Amendment shall be effective as of July 1, 2013.

EXECUTED as of the ____ day of _____, 2015.

CITY OF MCALESTER

By _____
Name _____
Title _____

Susan Hooper

From: Peter Stasiak
Sent: Monday, June 29, 2015 1:39 PM
To: Susan Hooper
Subject: FW: IRS Determination Letter and Amendment

Susan:

Council agenda 7/14/15.

Thank you,

Pete

From: Klepper, Barbara [mailto:barbara.klepper@mcafeetaft.com]
Sent: Monday, June 29, 2015 12:41 PM
To: Peter Stasiak
Cc: Papahronis, John A.
Subject: IRS Determination Letter and Amendment

Hi Pete,

I hope you're doing well. Good news – we have received the attached IRS determination letter for the City of McAlester defined benefit retirement plan. In order for the determination of the plan's qualified status to take full effect, the City needs to adopt the attached amendment. This amendment reflects a very minor change to the plan to make a reference to "Section 4.9" in the corresponding section instead of the previous reference to section 4.8. Please have the amendment signed as soon as possible and send us a copy for our records (email is fine).

If you have any questions, please don't hesitate to call us. Thank you!

Barbara

Barbara Klepper
ATTORNEY

(405) 552-2249 direct
(405) 228-7449 fax
barbara.klepper@mcafeetaft.com

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A PROFESSIONAL CORPORATION

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211 N. Robinson
Oklahoma City, OK 73102
www.mcafeetaft.com

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06/30/2015



McAlester City Council

AGENDA REPORT

Meeting Date: July 14, 2015 Item Number: 13
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: July 9, 2015 Budgeted Amount: _____
Exhibits: _____

Subject

TABLED FROM JUNE 9TH MEETING: Discussion on the purchase of the FAA Building located at the McAlester Airport by Pittsburg County Economic Development Authority.

Recommendation

Discussion to proceed with appraisal and preparatory information to have the building released by FAA for purchase by Pittsburg County Economic Development Authority.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

PJS

Council Chambers
Municipal Building
June 23, 2015

The McAlester Airport Authority met in Regular session on Tuesday, June 23, 2015 at 6:00 P.M. after proper notice and agenda was posted June 22, 2015.

Present: Robert Karr, Weldon Smith, Travis Read, John Titsworth, Jason Barnett & 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 June 9, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, regarding claims ending June 16, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$1,055.62.
- Confirm action taken on City Council Agenda Item N, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. (*Toni Ervin, CFO*)
- Confirm action taken on City Council Agenda Item 3, a resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016. (*Toni Ervin, CFO, Peter Stasiak, City Manager*)

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

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

NAY: None

Chairman Steve Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 23, 2015

The McAlester Public Works Authority met in Regular session on Tuesday, June 23, 2015 at 6:00 P.M. after proper notice and agenda was posted June 22, 2015.

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

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

- Approval of the Minutes from the June 9, 2015, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, regarding claims ending June 16, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 341,327.57.
- Confirm action taken on City Council Agenda Item B, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #6", in the amount of \$350,272.48, 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., CFM, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item C, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #1", in the amount of \$244,253.41, for the construction of road and infrastructure improvements related to CIP#4 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 D, authorization of payment to EST, Inc., Invoice # 34617, in the amount of \$ \$9,660.00, for Construction Management Services and Materials Testing Services related to CIP#2 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 E, authorization of payment to Poe & Associates, Inc., Invoice # WIC 9593, in the amount of \$3,430.89, 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., CFM, City Engineer and Public Works Director*)

- Confirm action taken on City Council Agenda Item F, receipt of the following permits from the Oklahoma Department of Environmental Quality (ODEQ) to serve the City of McAlester's CIP#4 on South Avenue: Permit No. WL 000061150411 for the construction of 90 linear feet of two (2) inch PVC potable water line, 240 linear feet of four (4) inch PVC potable water line, 1,255 linear feet of six (6) inch PVC potable water line, 2,185 linear feet of eight (8) inch PVC potable water line, 140 linear feet of twelve (12) inch PVC potable water line, and all appurtenances; Permit No. SL000061150412 for the construction of 591 linear feet of eight (8) inch PVC sanitary sewer line, 797 linear feet of ten (10) inch PVC sanitary sewer line, 274 linear feet of twelve (12) inch PVC sanitary sewer line, and all appurtenances. *(John C. Modzelewski, P.E.,CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(John C. Modzelewski, P.E.,CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item H, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200470-LR. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item I, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200324-KW. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2014/2015 funding in the amount of \$42,500. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2015/2016 funding in the amount of \$50,000. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item N, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 1, authorizing the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014. *(John C. Modzelewski, P.E.,CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from "Chemicals" to "Repair & Maintenance" in accordance with the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority dated April 22, 2014. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 3, a resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016. (*Toni Ervin, CFO, Peter Stasiak, City Manager*)

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary