



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, June 14, 2016 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

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

#### CALL TO ORDER

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*Announce the presence of a Quorum.*

#### INVOCATION & PLEDGE OF ALLEGIANCE

#### ROLL CALL

#### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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*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 May 24, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for May 18, 2016 through June 7, 2016. *(Toni Ervin, Chief Financial Officer)*
- C. 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)*
- D. 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)*
- E. 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)*
- F. 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)*
- G. 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)*
- H. 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)*
- I. 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)*
- J. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2016/2017 funding in the amount of \$50,000. *(Peter J. Stasiak, City Manager)*

- K. 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)*
- L. 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. *(Peter J. Stasiak, City Manager)*
- M. Consider and act upon, receipt of the Permit No. WL000061160310 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,740 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester Project #1, Short Stonewall and Project #2, East Court Ave. *(Peter J. Stasiak, City Manager)*
- N. Consider and act upon, a request from the Pittsburg County Chapter NAACP to use the Michael J. Hunter Park, 14<sup>th</sup> and Chickasaw, Oklahoma on Saturday, June 18, 2016 from 8:00am until 5:00 p.m. to hold the Juneteenth Celebration. *(Miller Newman, President, Pittsburg County Chapter NAACP)*
- O. Concur with the Mayor's appointment of Peter Stasiak to Director of the Association for Landfill Financial Assurance's Board. *(John Browne, Mayor)*
- P. Consider and act upon, approval and adoption of the Leasing Guidelines and Waiver of Liability Release Form to be implemented for the use of the Fox-Sheehan Memorial Firing Range. *(Gary Wansick, Chief of Police)*
- Q. 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. *(Peter Stasiak, City Manager)*
- R. Consideration and action to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions, LLC for a twelve month term from July 1, 2016 through June 30, 2017. *(Kirk Ridenour/Leroy Alsop, Community & Economic Development)*
- S. Concur with Oklahoma Municipal Assurance Group on the denial of Claim No. 201994-ME. *(Cora Middleton, City Clerk)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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## **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.*

**A PUBLIC HEARING ON FY-14 CDBG GRANT #16083 CDBG 14, WATER LINE REPLACEMENT PROJECT; FINAL PERFORMANCE REPORT.**

**A PUBLIC HEARING ON FY-16 CDBG SMALL CITIES GRANT; FOR PROPOSED WATERLINE REPLACEMENTS PROJECT.**

**AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2016-2017.**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

### **SCHEDULED BUSINESS**

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1. Consider and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2016-2017; providing for severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

#### **Executive Summary**

Motion to approve an Ordinance adopting the budget for fiscal year 2016-2017 and declaring an emergency.

2. Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

#### **Executive Summary**

Motion to approve the budget amendment ordinance.

3. Consider and take action on final acceptance of 2014 CDBG Waterline Replacement Project and authorizing the Mayor to sign the closeout documents. *(Millie Vance, Millie Vance, Inc.)*

#### **Executive Summary**

Motion to accept 2014 CDBG Waterline Replacement Project as complete and authorize the Mayor to sign the closeout documents.

4. Consider and act upon, accepting the bid for the 2015 CDBG Waterline Replacement Project in the amount of \$111,700.00 from Cook's Consulting, LLC and authorizing the Mayor to sign the Award of Contract. *(Millie Vance, Millie Vance, Inc.)*

#### **Executive Summary**

Motion to approve the bid of \$111,700.00 from Cook's Consulting, LLC for the 2015 CDBG Waterline Replacement Project and authorizing the Mayor to sign the Award of Contract.



5. Consider and act upon, adopting a Resolution to Apply for FY-2016 CDBG Grant. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary

Motion to approve adopting the resolution to Apply for the FY-2016 CDBG Grant.

6. Consider and act upon, adopting a Resolution to Leverage (Matching) funds for FY-2016 CDBG Water Line Replacement Project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary

Motion to approve to Leverage (Matching) funds for FY-2016 CDBG Water Line Replacement Project.

7. Consider and act upon, adopting a Residential Anti-Displacement Plan for FY-2016 CDBG Water Line Replacement Project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary

Motion to approve a Residential Anti-Displacement Plan for FY-2016 CDBG Water Line Replacement Project.

8. Consider and act upon, adopting a Contract with Millie Vance Incorporated to prepare FY-2016 CDBG grant application and administer project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary

Motion to approve and authorizing the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2016 CDBG grant application and administer project.

9. Consider and act upon, Building Demolition & Site Clearance Contracts with Dill Transport, Inc. in the sum of \$4,500, XL Construction, LLC in the sum of \$8,700, and Moss Trucking DBA as Henry Moss in the sum of \$13,400. *(George Estrada/Leroy Alsop, Community & Economic Development)*

Executive Summary

Motion to award Building Demolition & Site Clearance Contracts to Dill Transport, Inc. in the sum of \$4,500, XL Construction, LLC in the sum of \$8,700, and Moss Trucking DBA as Henry Moss in the sum of \$13,400 and to authorize the Mayor to execute the respective Notice of Awards and Building Demolition & Site Clearance Contracts with Dill Transport Inc., XL Construction, LLC., and Moss Trucking DBA as Henry Moss.

10. Consider and act upon, accepting the bid amount of \$449,984.00 from Katcon, Inc. for the Washington Ave. Street Reconstruction Project and authorizing the Mayor to sign the Notice of Award to Katcon, Inc. *(Peter Stasiak, City Manager)*

Executive Summary

The recommendation is to enter into an agreement with Katcon, Inc. for the bid equal to \$449,984.00 for the Washington Ave. Street Reconstruction Project.

11. Consider and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*

**Executive Summary**

Motion to declare certain vehicles and equipment surplus property and authorize the sale of said vehicles and equipment.

12. Consider and act upon, declaring 137 bicycles surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to donate them to the Boys and Girls Club. *(Gary Wansick, Chief of Police)*

**Executive Summary**

Motion to declare certain 137 bicycles surplus property and authorize the City Manager to donate them to the Boys and Girls Club.

13. Consider and act upon, authorizing the Mayor to sign a contract with Chillie Joe Bills, Auctioneer, for the sale of surplus items. *(Toni Ervin, Chief Financial Officer)*

**Executive Summary**

Motion to approve authorizing the Mayor to sign a contract with Chillie Joe Bills, Auctioneer, for the sale of surplus items.

14. Consider and act upon, rejection of all bids received for the 500 N. Main Drainage Improvements. *(Peter Stasiak, City Manager)*

**Executive Summary**

Motion to approve rejection of all three bids received for the 500 N. Main Drainage Improvement Project.

15. Consider and act upon, the Application for Obtaining Real Property for Historic Monument Purposes for the acquisition of the Carl F. Albert Federal Building & U.S. Courthouse. *(Peter Stasiak, City Manager)*

**Executive Summary**

Motion to approve application to acquire the Carl F. Albert Federal Building & U.S. Courthouse.

**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**

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### **CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the May 24, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 7, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, 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)*
- Confirm action taken on City Council Agenda Item D, 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)*
- Confirm action taken on City Council Agenda Item E, 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)*
- Confirm action taken on City Council Agenda Item F, 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)*
- Confirm action taken on City Council Agenda Item G, 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)*
- Confirm action taken on City Council Agenda Item I, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2016-2017; providing for severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

## **ADJOURN MAA**

### **CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the May 24, 2016, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 7, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, 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)*
- Confirm action taken on City Council Agenda Item D, 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)*
- Confirm action taken on City Council Agenda Item E, 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)*
- Confirm action taken on City Council Agenda Item F, 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)*
- Confirm action taken on City Council Agenda Item G, 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)*
- Confirm action taken on City Council Agenda Item M, receipt of the Permit No. WL000061160310 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,740 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester Project #1, Short Stonewall and Project #2, East Court Ave. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item O, concur with the Mayor's appointment of Peter Stasiak to Director of the Association for Landfill Financial Assurance's Board. *(John Browne, Mayor)*
- Confirm action taken on City Council Agenda Item Q, authorizing the Mayor to ratify and approve an Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item S, concurrence with Oklahoma Municipal Assurance Group on the denial of Claim No. 201994-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2016-2017; providing for severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, consideration and action on final acceptance of 2014 CDBG Waterline Replacement Project and authorizing the Mayor to sign the closeout documents. *(Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 4, acceptance of the bid for the 2015 CDBG Waterline Replacement Project in the amount of \$111,700.00 from Cook's Consulting, LLC and authorizing the Mayor to sign the Award of Contract. *(Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 5, adoption of a Resolution to Apply for FY-2016 CDBG Grant. *(Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 6, adoption of a Resolution to Leverage (Matching) funds for FY-2016 CDBG Water Line Replacement Project. *(Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 7, adoption of a Residential Anti-Displacement Plan for FY-2016 CDBG Water Line Replacement Project. *(Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 8, adoption of a Contract with Millie Vance Incorporated to prepare FY-2016 CDBG grant application and administer project. *(Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 10, acceptance of the bid amount of \$449,984.00 from Katcon, Inc. for the Washington Ave. Street Reconstruction Project and authorizing the Mayor to sign the Notice of Award to Katcon, Inc. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 13, authorization for the Mayor to sign a contract with Chillie Joe Bills, Auctioneer, for the sale of surplus items. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 14, rejection of all bids received for the 500 N. Main Drainage Improvements. *(Peter Stasiak, City Manager)*

#### ADJOURN MPWA

#### RECONVENE COUNCIL MEETING

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#### 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 Clerk, Cora Middleton
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 Manager, Peter Stasiak

#### RECONVENE INTO OPEN SESSION

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- Consider and act upon, the City Clerk's Contract.
- Consider and act upon, the City Manager's Contract.

#### ADJOURNMENT

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#### CERTIFICATION

*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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Cora M. Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, May 24, 2016, at 6:00 P.M. after proper notice and agenda was posted, May 20, 2016 at 10:25 A.M.

**Call to Order**

Mayor Browne called the meeting to order.

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

**Roll Call**

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, CFO; Police Chief, Gary Wansick; Fire Chief, Brett Brewer; Leroy Alsup, Community & Economic Development Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

**Citizens Comments on Non-Agenda Items**

Jeff Warmuth, President and CEO of the McAlester Chamber of Commerce addressed the Council updating them on the recent activities of the Chamber.

**Consent Agenda**

- A. Approval of the Minutes from the April 26, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 10, 2016, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for May 4, 2016 through May 17, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$152,149.86; Parking Authority - \$114.44; Nutrition - \$2,587.41; Employee Retirement - \$12,238.13; Tourism Fund - \$1,893.09; SE Expo Center - \$5,768.13; E-911 - \$26,433.55; Economic Development - \$29,601.78; CDBG Grants Fund - \$2,350.00; Fleet Maintenance - \$7,661.08; Worker's Compensation - \$941.68; CIP Fund - \$51,964.42 and Technology Fund - \$192.32.

- D. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-07, in the amount of \$7,030.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, authorization of payment to McAlester News Capital for Invoice # 300007670, in the amount of \$65.69, for Publication Fees related to Washington Avenue Pavement Reconstruction. *(Peter Stasiak, City Manager)*
- F. 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). *(Peter Stasiak, City Manager)*
- G. Consider and act upon, to authorize the Mayor to exercise the 180 day third option term in the “Amendment to Option to Purchase Real Property Dated June 18, 2015” agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14<sup>th</sup> Street and U.S. Highway 69 and approve the issuance of a \$5,000 check for the option consideration to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust. *(Leroy Alsup, Community & Economic Development Director)*
- H. 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)*
- I. Consider and act upon, to concur with the Mayor’s re-appointment of Heather Para, 1102 S. 2<sup>nd</sup> Street, McAlester, 74501 to the McAlester Library Advisory Board for a term beginning July 1, 2016 and ending June 30, 2019. *(John Browne, Mayor)*

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

AYE: Councilman Smith, Read, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

### **Scheduled Business**

- 1. Consider and act upon, accepting Change Order #1 in the amount of \$578.00 from Sunrise Contracting, LLC to repair an extra One (1’-0”) foot of the Sandy Creek canal wall, and authorizing the Mayor to sign the Change Order to Sunrise Contracting, LLC for the full amount. *(Peter Stasiak, City Manager)*

#### **Executive Summary**

The recommendation is to accept the Change Order equal to less than 2% of the total cost of the project in the amount of \$578.00, to repair an extra One (1’-0”) foot of the Sandy Creek canal wall.



A motion was made by Councilman Read and seconded by Councilman Smith to accept Change Order #1 in the amount of \$578.00 from Sunrise Contracting, LLC to repair an extra One (1'-0") foot of the Sandy Creek canal wall, and authorize the Mayor to sign the Change Order to Sunrise Contracting, LLC for the full amount.

Before the vote, Manager Stasiak addressed the Council explaining that when this project was originally measured the debris in the canal had prevented an exact measurement. He stated that the section of the damaged wall had been replaced from joint to joint and after completion final measurements were taken and it was determined that these measurements were one (1) foot extra. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Garvin, Barnett & Mayor Browne  
NAY: None

Mayor Browne declared the motion carried.

2. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with Sunrise Construction, LLC for construction of Fifty One (51'-0") feet of Sandy Creek Canal Wall and accept the project as completed. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to authorize the Mayor to sign the final payment of \$23,160.50 for the 2016 Sandy Creek Canal Wall Project #3 to Sunrise Construction, LLC and accept the project as completed.

Councilman Garvin moved to authorize the Mayor to sign the final payment of \$23,160.50 for the 2016 Sandy Creek Canal Wall Project #3 to Sunrise Construction, LLC and accept the project as completed. The motion was seconded by Councilman Smith.

Before the vote, Manager Stasiak addressed the Council explaining that the project was complete and there were no outstanding items. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Read, Barnett, Smith, Garvin & Mayor Browne  
NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with Rocking "O" Construction, LLC for construction of One Hundred Fifty Seven (157'-0") feet of Sandy Creek Canal Wall and accept the project as completed. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to authorize the Mayor to sign the final payment of \$8,635.00 for the 2015 Sandy Creek Canal Wall Project #1 to Rocking "O" Construction, LLC and accept the project as completed.

A motion to authorize the Mayor to sign the final payment of \$8,635.00 for the 2015 Sandy Creek Canal Wall Project #1 to Rocking "O" Construction, LLC and accept the project as complete was made by Councilman Smith and seconded by Councilman Read.

Before the vote, Manager Stasiak explained that this project had a concrete pour that did not meet slump specifications. He stated that Infrastructure Solutions Group worked with the contractor to correct the problem. He added that the wall had been inspected and now meets the specifications.

Councilman Smith inquired about the amount of the payment. Manager Stasiak explained that this amount was the ten percent (10%) holdback pending final inspection. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

4. Consider and act upon, a series of agenda items (see attached) for the FY-16 Community Development Block Grant - Economic Development Infrastructure Financing Program (CDBG-EDIF) regarding the proposed CDBG-EDIF-Krebs Brewing Co., Inc. Industrial Building/Property Project. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to act upon and approve the series of agenda items (see attached) for the FY-16 Community Development Block Grant - Economic Development Infrastructure Financing Program (CDBG-EDIF) regarding the proposed CDBG-EDIF-Krebs Brewing Co., Inc. Industrial Building/Property Project.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve the items related to the FY-16 Community Development Block Grant - Economic Development Infrastructure Financing Program (CDBG-EDIF) regarding the proposed CDBG-EDIF-Krebs Brewing Co., Inc. Industrial Building/Property Project:

1. Citizens Participation Plan for FY-2016 Community Development Projects
2. CDBG/EDIF Public Hearing Notice posted on Tuesday, May 17, 2016
3. City of Krebs Letter of Support for the CDBG-EDIF Krebs Brewing Industrial Building/Property Project
4. Proposed Budget for the CDBG-EDIF Krebs Brewing Industrial Building/Property Project
5. Krebs Brewing Equipment Cost Estimate 5-9-16
6. Conditional Funding Letter on USDA Guaranteed Loan through First National Bank & Trust Company (05-17-2016)
7. Resolution on Leverage/Matching Funds for CDBG-EDIF Krebs Brewing Industrial Building/Property Project
8. Resolution to Apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce for the CDBG-EDIF Krebs Brewing Industrial Building/Property Project
9. Residential Anti-Displacement Plan for CDBG-EDIF - Krebs Brewing Industrial Building/Property Project

10. Contract with Millie Vance Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF - Krebs Brewing Industrial Building/Property Project

Before the vote, Director Alsup addressed the Council informing them that he had been working with Millie Vance and she would be taking the lead on this project. He then began reviewing the various documents.

Mayor Browne asked the City Attorney if the items needed to be addressed individually. Attorney Ervin informed the Mayor that the motion could be made to include the items.

Councilman Smith asked if the Public Hearing had been posted. Director Alsup informed the Council that the Public Hearing had been posted in three (3) places for seven (7) days before the hearing date.

Councilman Garvin moved to open a Public Hearing on the FY-16 Community Development Block Grant – Economic Development Infrastructure Financing Program (CDBG-EDIF) regarding the proposed CDBG-EDIF Krebs Brewing Co., Inc. Industrial Building/Property Project. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Smith, Barnett, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:20 P.M.

**Public Hearing**

FY-16 Community Development Block Grant – Economic Development Infrastructure Financing Program (CDBG-EDIF) regarding the proposed CDBG-EDIF Krebs Brewing Co., Inc. Industrial Building/Property Project.

Director Alsup reviewed the Krebs Brewing Co., Inc. Project for the Council explaining the process, funding and future possibilities. He added that Krebs Brewing could not make any improvements or hire any additional employees until the Grant was awarded. He stated that should this endeavor fail the City would own a million dollar building with only a \$125,000.00 investment in.

There was discussion concerning Millie Vance's contract, the Brewing Company and the economic possibilities of this project.

Councilman Garvin moved to close the Public Hearing, seconded by Councilman Read and the vote was taken as follows:

AYE: Councilman Garvin, Read, Smith, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:28 P.M.

Mayor Browne clarified the motion as, motion to approve the CDBG-EDIF Program regarding the proposed CDBG-EDIF-Krebs Brewing Co., Inc. Industrial Building/Property Project and the following items:

1. Citizens Participation Plan for FY-2016 Community Development Projects
2. Proposed Budget for the CDBG-EDIF Krebs Brewing Industrial Building/Property Project
3. Resolution No. 16-07, on Leverage/Matching Funds for CDBG-EDIF Krebs Brewing Industrial Building/Property Project
4. Resolution No. 16-08, to Apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce for the CDBG-EDIF Krebs Brewing Industrial Building/Property Project
5. Residential Anti-Displacement Plan for CDBG-EDIF - Krebs Brewing Industrial Building/Property Project
6. Contract with Millie Vance Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF - Krebs Brewing Industrial Building/Property Project

Director Alsup informed the Council that there was a change in the way the Matching funds were being supplied.

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

AYE: Councilman Garvin, Smith, Barnett, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

5. Consider and act upon, approval of a Resolution setting a Special Election date for vacancy in Ward Two Council seat and authorize the Mayor to issue a Proclamation for Special Election. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve a Resolution to set a Special Election date for vacancy in Ward Two Council seat and authorize the Mayor to issue a Proclamation for Special Election.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve RESOLUTION NO. 16-09, setting the date for the Special Election to fill the vacancy in Ward Two Council seat and authorize the Mayor to issue a Proclamation for the Special Election.

Before the vote, Manager Stasiak explained that the filing dates were June 13<sup>th</sup> through June 15<sup>th</sup> and the election would be on August 23, 2016.

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

AYE: Councilman Garvin, Smith, Barnett, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

6. Discussion and update on Financials. *(Peter Stasiak, City Manager)*

Executive Summary

Discussion

Manager Stasiak reviewed the City of McAlester's financial condition as of April 30, 2016 with the Council. He commented that the estimated ending balance for the General Fund was \$1,278,728. He stated that as always any short falls would be covered by the reduction of expenditures. He then reviewed the MPWA financials, commenting that the City was moving forward with all planned projects and continued to do well. Manager Stasiak reviewed the Sales Tax revenue comparing the current fiscal year to fiscal years 2014-2015 and 2013-2014.

Manager Stasiak reviewed the annual ambulance revenue for the past ten (10) years and he informed the Council that the City would not meet this years budgeted ambulance revenues. He explained it was due to the private ambulance services that had made contracts with a number of local nursing homes. He added that the Ordinance that had recently been approved would stop that practice.

Councilman Smith asked if information of the net income for the ambulance service could be provided.

Manager Stasiak briefly reviewed the City's Use and Franchise taxes. He then reviewed water sales for residential, commercial, district and wholesale customers. He finished the financial update with a review of the five (5) CIP Projects and the proposed Washington Street project. He added that the City was in good shape.

**New Business**

There was no new business.

**City Manager's Report**

- Report on activities for the past two weeks.

Manager Stasiak reported that the City was doing something different this year with its' summer or seasonal help. He explained that the City was bringing on three (3) different summer crews and most of those individuals were in place. He further explained that two (2) of the part-time employees were placed on the pot hole patching crew, two (2) were placed on the canal cleanup with a third individual would be added soon.

Councilman Smith asked how far back from the canals would the City clean and if information had been received from the engineer on design to brace the walls.

Manager Stasiak commented that they would go back as far as the City's easement went and the engineers have been working on a design to brace the walls.

Robert Vaughan with Infrastructure Solutions Group addressed the Council reviewing the design concept of the bracing structures.

Councilman Garvin asked about steps that would be taken to prevent or delay corrosion.

Mr. Vaughan reviewed the maintenance process that would be performed annually and the monitoring that would be done.

Mayor Browne asked about sealing the metal to prevent corrosion.

Mr. Vaughan explained that the engineers were looking at various ideas.

Manager Stasiak informed the Council that the City was employing an additional crew for the Parks department to free up that departments arborist. He added that the City's pools would open this Saturday, May 28<sup>th</sup>. He stated that the striping crew was in town reviewing the streets. He informed the Council that the old striping would be removed to make the new paint last longer.

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

Councilman Garvin commented that the Italian Festival Committee had done a very nice job this year.

Councilmen Smith, Read and Barnett did not have any comments for the evening.

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

Mayor Browne commented that the Italian Festival Committee was the same individuals as in the past years and they probably could use some new volunteers.

He then commented that the first "Let's Talk About Drugs" Forum in McAlester last night and had a great turnout, probably seventy-five (75) to eighty (80) people. He stated that there were four (4) presentations, there was good interaction and there would be another one in approximately six (6) weeks and possibly go through another facet of the issue.

#### **Recess Council Meeting**

Mayor Browne 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 Councilman Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 6:53 P.M.

### Reconvene Council Meeting

The Regular Meeting was reconvened at 6:55 P.M.

A motion to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: FOP; to discuss negotiations concerning employees and representatives of employee groups: IAFF and 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, was made by Councilman Garvin and seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Smith, Barnett, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Regular Meeting was recessed at 6:57 P.M.

### Executive Session

1. Proposed executive session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: FOP
2. Proposed executive session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: IAFF
3. 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

The Regular Meeting was reconvened at 8:35 P.M. Mayor Browne reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: FOP; to discuss negotiations concerning employees and representatives of employee groups: IAFF and 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. Only those matters were discussed, no action was taken, and the Council returned to open session at 8:35 P.M., and this constituted the Minutes of the Executive Session

- Consider and act upon, the proposed FOP Contract.

Councilman Smith moved to approve the proposed FOP Contract. The motion was seconded by Councilman Garvin and the vote was taken as follows:

AYE: Councilman Smith, Garvin, Read, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

- Consider and act upon, the proposed IAFF Contract.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve the proposed IAFF contract. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Garvin, Read, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

- Consider and act upon, the City Manager's Contract.

A motion was made by Councilman Read and seconded by Councilman Smith to table the City Manager's contract. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne 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 Read.

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

AYE: Councilman Smith, Read, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:38 P.M.

ATTEST:

\_\_\_\_\_  
John Browne, Mayor

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



**CLAIMS FROM**

**May 18, 2016  
Thru  
June 7, 2016**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	DAVID PERRY	I-201606078645	01 -5431207	CLOTHING ALLO REIMB CLOTHING ALLOW	078644	53.00
	GEORGE MELLOR	I-201606078653	01 -5210331	EMPLOYEE TRAV ECON DEV/TOURISM MTG EXPENSE	078645	101.29
01-A00026	AT & T LONG DISTANCE					
		I-201605198608	01 -5215315	TELEPHONE UTI UTIL TEL-LONG DISTANCE	078581	52.45
01-A00154	PROPHET EQUITY II-B					
		I-PR11261543	01 -5215316	REPAIRS & MAI BLDG RENTAL FEES-PW FAC	078646	307.87
		I-PR11261544	01 -5215316	REPAIRS & MAI BLDG RENTAL FEES-PW FAC	078646	307.87
01-A00225	AED EVERYWHERE, INC.					
		I-10311	01 -5653213	SAFETY EXPENS AED REPLACEMENT BATTERIES	078648	1,770.00
01-A00267	AIRGAS, INC					
		I-9051178294	01 -5432202	OPERATING SUP EMS SUPPLIES-OXYGEN	078649	95.15
		I-9051276540	01 -5432202	OPERATING SUP EMS SUPPLIES-OXYGEN	078649	111.10
		I-9051392883	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	078649	78.72
		I-9051603994	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	078649	50.18
		I-9931834352	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	078649	72.75
		I-9935992464	01 -5432202	OPERATING SUP EMS SUPPLIES-OXYGEN	078649	430.40
01-A00345	STAPLES ENTERPRISES LLC					
		I-1501970-CHADDICK	01 -5548316	REPAIRS & MAI UNSTOP BATHROOM-CHADICK	078651	500.00
		I-1502122	01 -5548203	REPAIRS & MAI BATHROOM REPAIRS-MULLENS	078651	270.00
01-A00362	VYVE BROADBAND					
		I-201605198612	01 -5431328	INTERNET SERV UTIL INTERNET - FIRESTATION #2	078582	62.95
		I-201605198612	01 -5431328	INTERNET SERV UTIL INTERNET-N. FIRE STATION	078582	62.95
		I-201605258615	01 -5865328	INTERNET SERV UTIL-INTERNET SVS-CNTRL GARAGE	078594	83.90
		I-201606018638	01 -5431328	INTERNET SERV UTIL-INT.SVS-FIRE EMER RES CTR	078621	62.95
		I-201606018638	01 -5320328	INTERNET SERV UTIL-INT.SVS-DETECTIVE DIV	078621	98.56
01-A00435	ALWAYS WELDING					
		I-15-02027	01 -5322202	OPERATING SUP DOOR REPAIRS-DOG POUND	078653	640.00
01-A00500	AMERICAN MUNICIPAL SERV					
		I-APRIL 2016	01 -2105	COLLECTION AG COURT COLLECTION FEE-MAY 2016	078654	9,983.73
01-A00751	ATWOODS					
		I-3157/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078656	105.91
		I-3158/9	01 -5547202	OPERATING SUP MISC REPAIR & MAINT.ITEMS	078656	98.92
		I-3181/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078656	38.99
		I-3185/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078656	123.95
01-B00122	BARRY KEITH RUMSEY					
		I-817220	01 -5542203	REPAIRS & MAI SHADE KITE REPAIRS-CHADIC	078658	75.00
01-B00169	BEAVER EXPRESS					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00169	BEAVER EXPRESS		continued			
		I-1169301	01 -5210480	CONTINGENCY FREIGHT-MOVIE SCREEN	078660	497.38
01-B00180	UNION IRON WORKS, INC.					
		C-S1925335.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	7.96
		I-S1906568.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	145.41
		I-S1923692.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	17.74
		I-S1925309.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	10.39
		I-S1925341.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	46.64
		I-S1926031.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	118.45
		I-S1928873.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	70.81
		I-S1929155.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	17.98
		I-S1929412.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078661	459.05
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2043031.001	01 -5548203	REPAIRS & MAI MISC ELECTRICAL REPAIR	078664	43.94
		I-S2044612.001	01 -5548203	REPAIRS & MAI MISC ELECTRICAL REPAIR	078664	28.20
		I-S2044687.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078664	3.71
		I-S2044950.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078664	259.16
		I-S2045094.001	01 -5548203	REPAIRS & MAI MISC ELECTRICAL REPAIR	078664	105.00
		I-S2045783.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078664	13.52
		I-S2046390.001	01 -5548203	REPAIRS & MAI MISC ELECTRICAL REPAIR	078664	21.82
		I-S2046959.001	01 -5548203	REPAIRS & MAI MISC ELECTRICAL REPAIR	078664	639.61
		I-S2049867.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078664	66.07
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-315 EAST KREBS	078626	23.78
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-CEMETERY	078626	57.25
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-FIRE STATION #3	078626	26.63
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-LIBRARY	078626	57.27
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-CITY HALL	078626	96.37
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-OAK HILL CEMETERY	078626	27.55
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-OAK MAINTENANCE SHOP	078626	65.03
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-1600 E. COLLEGE AVE C	078626	24.97
		I-201606018634	01 -5215314	GAS UTILITY UTIL GAS-FIRE EMER. RESP. CNTR	078626	129.35
01-C00541	CNA SURETY-DIRECT BILL					
		I-BOND#70064735	01 -5215322	LIABILITY INS CITY CLK-SURETY BOND	078667	175.00
01-D00097	DASH MEDICAL GLOVES, IN					
		I-0994810	01 -5432202	OPERATING SUP EMS SUPPLIES	078669	307.60
		I-INVO995155	01 -5321202	OPERATING SUP GLOVES-EMS	078669	243.60
01-D00139	DAVID BAILEY					
		I-018	01 -5321331	EMPLOYEE TRAV DEFENSE TACTIC CLASS	078670	100.00
01-D00540	DOLESE BROTHERS					
		I-AG16063638	01 -5865404	STREET REPAIR CRUSHER RUN - ST REPAIRS	078685	203.75
		I-AG16065915	01 -5865404	STREET REPAIR CRUSHER RUN - ST REPAIRS	078685	849.04

6/07/2016 2:05 PM  
 PACKET : 14155 14161 14171 14183 14185 14192 14201  
 VENDOR SET: Mult  
 FUND : 01 GENERAL FUND

PAGE: 4

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000540	DOLESE BROTHERS		continued			
		I-AG16066522	01 -5865404	STREET REPAIR CRUSHER RUN - ST REPAIRS	078685	741.49
		I-AG16067014	01 -5865404	STREET REPAIR CRUSHER RUN - ST REPAIRS	078685	1,370.92
		I-AG16067465	01 -5865404	STREET REPAIR CRUSHER RUN - ST REPAIRS	078685	2,202.82
		I-RM16028786	01 -5865218	STREET REPAIR CONCRETE FOR ST REPAIRS	078685	1,962.00
01-000684	DR. JASON MCELYEA					
		I-015	01 -5432308	CONTRACTED SE EMS CONTRACT SVS-MAY 2016	078686	1,071.00
01-000266	ERVIN & ERVIN ATTORNEYS					
		I-6-3-2016	01 -5214302	CONSULTANTS LEGAL FEES	078635	750.00
		I-6-3-2016	01 -5214302	CONSULTANTS PARALEGAL SVS-MAY 2016	078635	2,254.75
		I-JUNE 2016	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-JUNE 2016	078620	3,233.33
01-F00037	FASTENAL					
		I-147588	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078691	48.59
		I-147857	01 -5431203	REPAIRS & MAI MISC REPAIR ITEMS	078691	1.55
01-F00038	FED EX					
		I-5-421-79469	01 -5210202	OPERATING SUP SHIPPING FEE-FAA GRA	078692	17.73
01-F00126	FIRESTORE ONLINE.COM, I					
		I-E1472213	01 -5431204	SMALL TOOLS FIRE FIGHTING HELMETS	078693	572.76
01-F00141	WITMER PUBLIC SAFETY GR					
		I-E1466225.001	01 -5431202	OPERATING SUP FLASHLIGHTS	078694	413.56
		I-E1466255	01 -5431204	SMALL TOOLS FLASHLIGHTS & HELMET	078694	289.58
01-G00010	G & C RENTAL CENTER, IN					
		I-40206	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL FEE	078697	851.89
		I-40454	01 -5865218	STREET REPAIR TOOL & EQUIP RENTAL	078697	156.00
		I-40516	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL FEE	078697	473.83
01-G00490	GRISCOM IMPLEMENT INC					
		I-549353	01 -5542203	REPAIRS & MAI MISC REPAIR& MAINT ITEMS	078700	450.00
		I-552448	01 -5542339	VEHICLE/EQUIP MISC REPAIR& MAINT ITEMS	078700	113.98
01-H00021	H L'S SPORTS SHOP					
		I-4322-5	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	078702	259.97
01-H00223	CLEVELAND PETROLEUM PRO					
		I-095314	01 -5542212	FUEL EXPENSE DIESEL FOR PARKS DEPT	078703	1,237.50
01-I00049	IDEAL CLEANING					
		I-201606078652	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS-MAY 2016	078705	1,575.00
01-I00061	RICOH USA, INC.					
		I-5042383444	01 -5321306	CONTRACTED SE COPIER MAINT FEES	078706	72.50

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100110	IMPRESS OFFICE SUPPLY					
		I-170	01 -5101202	OPERATING SUP OFFICE SUPPLIES	078707	5.25
		I-186	01 -5211202	OPERATING SUP OFFICE SUPPLIES	078707	54.85
01-100140	INDIAN NATION WHOLESALE					
		I-6497024	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	078708	487.49
01-J00121	JAMESCO ENTERPRISES, LL					
		I-13352	01 -5865202	OPERATING SUP JANITORIAL SUPPLIES	078711	152.55
		I-13406	01 -5215202	OPERATING SUP JANITORIAL SUPPLIES	078711	582.64
		I-13410	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	078711	1,114.19
01-J00340	JIM WOOD REFRIGERATION					
		I-16-17594	01 -5548316	REPAIRS & MAI REPAIR A/C UNIT-DET DIV	078713	799.16
		I-16-18164	01 -5548316	REPAIRS & MAI REPAIR A/C UNIT-DET DIV	078713	1,359.50
01-K00059	KAREN BOATRIGHT					
		I-201606078651	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OMCCA CONF	078714	105.11
01-K00066	KATCON INC.					
		I-870	01 -5865404	STREET REPAIR STREET REPAIRS-STRONG BLV	078715	24,743.00
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-024019	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR REPAI	078717	29.95
		I-024680	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR REPAI	078717	94.99
01-L00067	COMPLIANCE RESOURCE GRO					
		I-046041	01 -5653348	DRUG TESTING/ DRUG TESTING	078720	50.00
		I-046042	01 -5653348	DRUG TESTING/ DRUG TESTING	078720	208.00
		I-046083	01 -5653348	DRUG TESTING/ DRUG TESTING	078720	50.00
01-L00380	LOCKE SUPPLY CO.					
		I-28568985-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078722	7.66
		I-28597715-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078722	49.94
		I-28601584-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078722	9.66
01-L00428	LOWE'S CREDIT SERVICES					
		I-01213	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT	078723	15.60
		I-02218	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078723	180.02
		I-02432	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT	078723	18.97
		I-06067	01 -5431202	OPERATING SUP MISC REPAIR & MAINT ITEMS	078723	491.81
		I-07994	01 -5547202	OPERATING SUP MISC REPAIR & MAINT.ITEMS	078723	86.37
		I-7959020	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT.ITEMS	078724	18.97
		I-902392	01 -5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	078724	153.86
		I-902584	01 -5543202	OPERATING SUP MISC OPERATING SUPPLIES	078724	1.88
01-M00280	MEGAPATH CLOUD COMPANY,					
		I-7704948	01 -5215315	TELEPHONE UTI UTIL TEL - LONG DISTANCE	078895	415.19

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00460	MITCHAEAL D'S DIST., LLC					
		C-201606078655	01 -5544202	OPERATING SUP CREDIT TO CORRECT ACCT	000000	161.50-
		I-714372	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	000000	161.50
01-M00480	MILLER GLASS COMPANY, I					
		I-18070	01 -5431316	REPAIRS & MAI GLASS COVER FOR TABLE	078727	70.00
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA381334	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS FEE	078728	95.40
		I-MCA381733	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS FEE	078728	656.08
01-M00570	MOORE MEDICAL CORP.					
		I-99083143	01 -5432202	OPERATING SUP EMS SUPPLIES	078731	921.45
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-001314	01 -5320202	OPERATING EXP RADIO ANTENNA INSTALLED	078732	728.00
01-MC0040	MC CLENDON'S					
		I-136337	01 -5542358	TREE BOARD/TR 12 TREES FOR PARKS	078733	180.00
01-MC0050	MCALESTER CHAMBER OF CO					
		I-5960	01 -5210330	DUES & SUBSCR MEMBERSHIP INVESTMENT	078735	960.00
01-MC0098	MCAFFEE & TAFT					
		I-483979	01 -5210302	CONSULTANTS/L LEGAL FEES	078736	1,872.00
		I-483980	01 -5210302	CONSULTANTS/L LEGAL FEES	078736	2,472.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00114773	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078738	386.70
		I-00115092	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078738	415.17
		I-00115694	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078738	65.22
01-MC0146	PITTSBURG COUNTY EMERGE					
		I-JUNE - 2016	01 -5101353	PITTSBURG EME JUNE EMER MGMT SVS FEE	078739	4,166.74
01-MC0155	SOUTHEASTERN OKLAHOMA R					
		I-11346	01 -5101202	OPERATING SUP PUBLICATION FEES	078740	324.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700612	01 -5548311	PARKING RENTA PARKING LOT RENTAL	078741	485.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-2566	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	078742	418.20
		I-2567	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	078742	17.80
01-N00301	NOREGON SYSTEMS, INC.					
		I-93589	01 -5225349	SOFTWARE MAIN YEARLY SUPPORT FEES	078745	1,014.23
01-000039	OCCUPATIONAL MEDICINE					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000039	OCCUPATIONAL MEDICINE	continued				
		I-240000119	01 -5653348	DRUG TESTING/ PHYSICALS-NEW HIRES	078747	129.00
01-000121	OK FIRE, LLC					
		I-900	01 -5431203	REPAIRS & MAI FIRE HOSE ADAPTOR	078750	80.00
01-000136	OKLA SPORTING SUPPLIES					
		I-1520559	01 -5321325	FIRING RANGE AMMO	078751	3,645.00
01-000410	OKLA STATE UNIVERSITY					
		I-15-01887	01 -5213331	EMPLOYEE TRAV OMCCA CONF REGISTRATION	078754	450.00
01-000411	OKLA STATE UNIV.					
		I-2875	01 -5547331	TRAVEL & TRAI PEST.TRNING-BEARD&WANSICK	078755	60.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-052016-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	078756	2,000.00
01-P00420	POSTMASTER					
		I-2016 RENT-BOX 308	01 -5321202	OPERATING SUP ANNUAL PO BOX FEE	078759	84.00
		I-2016-BOX 578	01 -5211202	OPERATING SUP YRLY BOX RENTAL-\$78	078760	138.00
01-P00451	PURCHASE POWER / PITNEY					
		I-5-19-16	01 -5215317	POSTAGE POSTAGE FOR POSTAGE	078762	750.00
01-P00510	PRO-KIL, INC					
		I-162336	01 -5548203	REPAIRS & MAI QUARTERLY PEST CONTROL	078763	170.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201696018636	01 -5215312	ELECTRIC UTIL UTIL ELEC-1699 E. CARL ALBERT	078627	24.43
01-R00090	RAM INC					
		I-16997	01 -5865212	FUEL EXPENSE DIESEL FOR WTP	078764	1,271.70
01-R00469	REGIONAL ORGANIZED CRIM					
		I-0036269-IN	01 -5320308	CONTRACTED SE COPIER SVS FEE	078767	300.00
01-R00498	PAINTER'S PRIDE					
		I-21	01 -5543203	REPAIRS & MAI PAINTING AT JEFF LEE	078768	860.00
01-R00549	CLINT W. ROBERTS, DBA R					
		I-1002	01 -5632318	ABATEMENTS CONTRCT ABATEMENT MOWING	078769	950.00
01-S00016	SAFETY GLASSES USA, INC					
		I-710223	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	078771	259.92
01-S00190	SECURITY SYS. & ENG. IN					
		I-30815	01 -5548316	REPAIRS & MAI ALARM MONITORING TEL-LIER	075772	60.00

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE					
	I-3302520992	01	-5211202	OPERATING SUP OFFICE SUPPLIES	078774	122.31
	I-3302520992	01	-5321202	OPERATING SUP OFFICE SUPPLIES	078774	115.76
	I-3302520995	01	-5324202	OPERATING SUP OFFICE SUPPLIES	078774	5.25
	I-3303130588	01	-5225202	OPERATING SUP OFFICE SUPPLIES	078774	229.99
	I-3303130590	01	-5211202	OPERATING SUP OFFICE SUPPLIES	078774	142.46
	I-3303130591	01	-5321202	OPERATING SUP OFFICE SUPPLIES	078774	18.19
	I-3303130592	01	-5210202	OPERATING SUP OFFICE SUPPLIES	078774	26.49
	I-3303130593	01	-5321202	OPERATING SUP OFFICE SUPPLIES	078774	347.07
01-T00010	T. H. ROGERS LUMBER CO.					
	I-519104	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078775	313.37
	I-519339	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078775	19.33
	I-519371	01	-5865218	STREET REPAIR FORMING MATERIALS	078775	54.60
	I-519780	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078775	14.21
	I-519781	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078775	18.67
01-T00058	BIZTEL COMMUNICATIONS					
	I-3023	01	-5225202	OPERATING SUP TELEPHONE PROGRAMMING FEE	078777	85.00
	I-6690	01	-5225202	OPERATING SUP TELEPHONE PROGRAMMING FEE	078777	85.00
01-T00320	THYSSENKRUPP ELEVATOR C					
	I-6000196783	01	-5548317	ELEVATOR REPA YRLY ELEVATOR SAFETY INSP	078780	525.00
	I-6000196823	01	-5548317	ELEVATOR REPA YRLY ELEVATOR SAFETY INSP	078780	525.00
01-T00541	TREY STRANGE/TCS DISTRI					
	I-714372	01	-5544202	OPERATING SUP CONCESSION SUPPLIES	078781	161.50
01-T00598	TULSA ASPHALT LLC					
	I-16362	01	-5865404	STREET REPAIR ASPHALT FOR REPAIRS	078782	5,729.90
01-T00630	TWIN CITIES READY MIX,					
	I-126208	01	-5865218	STREET REPAIR CONCRETE FOR STREET REPAI	078783	1,831.50
	I-126464	01	-5865218	STREET REPAIR CONCRETE FOR STREET REPAI	078783	2,943.00
	I-126632	01	-5865404	STREET REPAIR CONCRETE FOR STREET REPAI	078783	872.00
	I-126699	01	-5865404	STREET REPAIR CONCRETE FOR STREET REPAI	078783	1,907.50
	I-126798	01	-5865404	STREET REPAIR CONCRETE FOR STREET REPAI	078783	2,125.50
	I-126986	01	-5865218	STREET REPAIR CONCRETE FOR STREET REPAI	078783	1,090.00
	I-127042	01	-5865404	STREET REPAIR CONCRETE FOR STREET REPAI	078783	2,398.00
01-U00020	UNITED STATES CELLULAR					
	I-201606018637	01	-5544328	INTERNET SERV UTIL-INTERNET SVS-SBC	078630	52.08
01-U00100	UNIFIRST HOLDINGS, L.P.					
	I-8241277442	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-PKS	078785	25.18
	I-8241277443	01	-5215207	CLOTHING ALLO CL/ALLOW-PKS,ST,FAC	078785	13.15
	I-8241277445	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	078785	18.00
	I-8241277855	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-CEDD	078785	6.50
	I-8241277856	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	078785	6.93



PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00100 UNIFIRST HOLDINGS, L.P. continued						
	I-8241277857	01	-5215207	CLOTHING ALLO CLOTH/ALLOW- STREETS	078785	24.33
	I-8241279382	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-PKS	078785	25.18
	I-8241279383	01	-5215207	CLOTHING ALLO CL/ALLOW-PKS, ST, FAC	078785	15.15
	I-8241279385	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	078785	18.00
	I-8241279808	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-CEDD	078785	6.50
	I-8241279809	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	078786	6.93
	I-8241279810	01	-5215207	CLOTHING ALLO CLOTH/ALLOW- STREETS	078786	24.33
	I-8241281320	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	078786	25.18
	I-8241281321	01	-5215207	CLOTHING ALLO CL/ALLOW-PKS, ST, FAC	078786	15.15
	I-8241281323	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	078786	18.00
	I-8241281745	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-CEDD	078786	6.50
	I-8241281746	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	078786	6.93
	I-8241281747	01	-5215207	CLOTHING ALLO CLOTH/ALLOW- STREETS	078786	24.33
01-W00040 WALMART COMMUNITY BRC						
	I-00040	01	-5431202	OPERATING SUP SUPPLIES	078789	165.54
	I-00058	01	-5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078789	289.15
	I-003054	01	-5544202	OPERATING SUP CONCESSION SUPPLIES	078789	30.04
	I-00363	01	-5431202	OPERATING SUP SUPPLIES	078789	218.40
	I-00568	01	-5431202	OPERATING SUP SUPPLIES	078789	28.29
	I-00791	01	-5210202	OPERATING SUP OFFICE SUPPLIES	078789	23.88
	I-03678	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078789	123.74
	I-06648	01	-5210202	OPERATING SUP OFFICE SUPPLIES	078789	36.58
	I-07784	01	-5431202	OPERATING SUP SUPPLIES	078789	156.06
FUND: 01 GENERAL FUND						TOTAL: 121,589.93

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00154	PROPHET EQUITY II-B	I-PRI1259175	02 -5864510	LEASE PAYMENT MOBILE OFFICE-LANDEFI	078646	321.78
01-A00362	VYVE BROADBAND	I-201605198612	02 -5975328	INTERNET SERV UTIL INTERNET - HEREFORD LANE	078582	66.35
		I-201606018638	02 -5973328	INTERNET SERV UTIL-INTERNET SVS-E. WATER PLN	078621	71.72
01-A00423	ALLIED WASTE SERVICES O	I-375-000376750	02 -5866306	CONTRACTED RE WASTE SVS FEES-MAY 2016	078652	150,337.96
		I-375-000376750	02 -5866306	CONTRACTED RE BAD DEBT CREDIT	078652	888.55-
01-A00582	AT&T	I-201606018631	02 -5267315	TELEPHONE UTI PHONE UTIL-INTERNET SVS	078624	1,414.50
01-A00751	ATWOODS	I-3213/9	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	078656	69.98
01-B00180	UNION IRON WORKS, INC.	I-S1924978.001	02 -5975230	SEWER MAIN RE SEWER REPAIR ITEMS	078661	17.72
		I-S1926551.001	02 -5975230	SEWER MAIN RE SEWER REPAIR ITEMS	078661	30.05
		I-S1926862.001	02 -5975230	SEWER MAIN RE SEWER REPAIR ITEMS	078661	15.24
		I-S1926892.001	02 -5975230	SEWER MAIN RE SEWER REPAIR ITEMS	078661	4.57
01-B00314	BIO-AQUATIC TESTING, IN	I-00049185	02 -5973304	LAB TESTING QUARTERLY TESTING FEE	078662	3,064.94
01-C00149	CANON FINANCIAL SERVICE	I-16073170	02 -5267312	EQUIPMENT REN MONTHY COPIER LEASE	078583	71.00
		I-16109527	02 -5267312	EQUIPMENT REN MONTHY COPIER LEASE	078625	873.50
01-C00320	CENTERPOINT ENERGY ARKL	I-201606018634	02 -5267314	GAS UTILITY UTIL GAS-CENTRAL GARAGE	078626	59.78
01-C00535	CLIFFORD POWER SYSTEMS	I-PMA-0020447	02 -5973316	REPAIRS & MAI MAINT CONTRACT-WWM G	078666	2,383.00
		I-PMA-0020704	02 -5973316	REPAIRS & MAI MAINT CONTRACT-WWM G	078666	2,721.00
		I-PMA-0020705	02 -5973316	REPAIRS & MAI MAINT CONTRACT-WWM G	078666	1,656.50
01-C00840	CRAWFORD & ASSOCIATES P	I-9814	02 -5267302	CONSULTANTS CONSULTANT FEES	078668	277.50
01-D00158	DAVID T HARDGRAVE	I-4-1611	02 -5973302	CONSULTANTS ( CONSULTANT FEE	078672	1,800.00
01-D00322	DEPT. OF ENVIR. QUALITY	I-16060192206	02 -5973329	DEQ FEES WASTEWATER LIC RENEW FEE	078674	138.00
		I-16060193770	02 -5973329	DEQ FEES WASTEWATER LIC RENEW FEE	078675	92.00
		I-16060193902	02 -5973329	DEQ FEES WASTEWATER LIC RENEW FEE	078676	92.00
		I-16060194003	02 -5973329	DEQ FEES WASTEWATER LIC RENEW FEE	078677	92.00

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00322	DEPT. OF ENVIR. QUALITY	continued				
		I-16060194078	02 -5973329	DEQ FEES WASTEWATER LIC RENEW FEE	078678	46.00
		I-16060194279	02 -5973329	DEQ FEES WASTEWATER LIC RENEW FEE	078679	46.00
		I-16060195427	02 -5973329	DEQ FEES WASTEWATER LIC RENEW FEE	078680	184.00
		I-16060197165	02 -5975329	DEQ FEES WATER LICENSE RENEWAL FEE	078681	46.00
		I-16060197166	02 -5975329	DEQ FEES WATER LICENSE RENEWAL FEE	078682	46.00
		I-16060197167	02 -5975329	DEQ FEES WATER LICENSE RENEWAL FEE	078683	46.00
		I-OE-4532084	02 -5975329	DEQ FEES DEQ EXAM FEE	078684	62.00
01-E00024	STANLEY RAY OWENS DBA E					
		I-2612	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL	078688	100.00
		I-2680	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL	078688	100.00
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201605198610	02 -5267314	GAS UTILITY UTIL GAS-HERFORD LANE	078585	302.31
01-H00016	HD SUPPLY WATERWORKS, L					
		C-F499353	02 -5975235	WATER MAIN RE REPAIR PARTS- WATER LINES	078701	1,056.12-
		C-F508745	02 -5975235	WATER MAIN RE REPAIR PARTS- WATER LINES	078701	1,404.00-
		I-F441941	02 -5975235	WATER MAIN RE REPAIR PARTS- WATER LINES	078701	702.00
		I-F481896	02 -5975235	WATER MAIN RE REPAIR PARTS- WATER LINES	078701	1,881.90
		I-F486753	02 -5975211	WATER METERS WATER METERS	078701	965.30
		I-F498574	02 -5975235	WATER MAIN RE REPAIR PARTS- WATER LINES	078701	702.00
		I-F524509	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078701	559.00
01-I00188	INFRASTRUCTURE SOLUTION					
		I-MC-16-01-06	02 -5871302	CONSULTANTS GEN CONSULTING SERVICES	078709	7,825.00
		I-MC-16-05-03	02 -5871302	CONSULTANTS 500 N MAIN DRAINAGE	078709	850.00
		I-MC-16-08-04	02 -5871302	CONSULTANTS OKIE LOCATE	078709	3,975.00
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201605198611	02 -5267313	ELECTRIC UTIL UTIL ELEC - HERFORD LANE	078586	465.12
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-04/30/2015	02 -5866307	CONTRACTED RE RECYCLING CENTER LABQR	078718	1,890.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-02088	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078723	44.61
		I-02141	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078723	30.64
		I-02433	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078723	46.55
		I-07216	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078723	26.23
		I-07790	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078723	35.66
		I-902049A	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078724	221.51
		I-902185	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078724	76.76
		I-902527A	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078724	23.73
		I-907073	02 -5975202	OPERATING SUP MISC REPAIR & MAINTENANCE	078724	73.07
01-M00304	MESHER & ASSOC., PLC					
		I-3874	02 -5871302	CONSULTANTS CONSULTANT FEE-STM WTR MG	078726	575.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCLESTER NEWS CAPITAL					
	I-300007844	02	-5871330	DUES & SUBSCR PUBLICATION FEES	078742	84.71
	I-300007992	02	-5871330	DUES & SUBSCR PUBLICATION FEES	078742	80.76
01-000075	O'REILLY AUTO PARTS					
	I-0230-378225	02	-5973203	REPAIRS & MAI SUPPLIES FOR WWT	078748	23.77
	I-0230-378396	02	-5973203	REPAIRS & MAI SUPPLIES FOR WWT	078748	23.77
	I-0230-378512	02	-5973203	REPAIRS & MAI SUPPLIES FOR WWT	078748	9.31
	I-0230-379155	02	-5973203	REPAIRS & MAI SUPPLIES FOR WWT	078748	55.22
01-000275	OKLA DEPT OF COMMERCE					
	I-062016-#8908	02	-5267521	CDBG LOAN #89 CDBG - EDIF #8908	078753	1,145.83
01-P00040	PACE ANALYTICAL SERVICE					
	I-167534538	02	-5973304	LAB TESTING MNTHLY LAB TESTING FEES	078758	137.00
01-R00600	RURAL WATER DISTRICT #1					
	I-201606018635	02	-5267316	REPAIRS & MAI UTIL-WATER EXP - LANDFILL	078628	14.30
01-T00052	TECHNICAL PROGRAMMING S					
	I-97001	02	-5216336	FEES UB&C MAILING FEES	078776	892.49
	I-97001	02	-5216317	POSTAGE UB&C MAILING FEES-POSTAGE	078776	1,375.52
	I-97054	02	-5216336	FEES UB&C MAILING FEES	078776	778.82
	I-97054	02	-5216317	POSTAGE UB&C MAILING FEES-POSTAGE	078776	1,190.61
01-T00630	TWIN CITIES READY MIX,					
	I-126891	02	-5975218	STREET REPAIR CONCRETE FOR WTR BREAKS	078783	445.50
	I-127103	02	-5975218	STREET REPAIR CONCRETE FOR WTR BREAKS	078783	295.50
01-U00051	UTILITY SUPPLY CO., INC					
	I-093851	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	512.89
	I-093852	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	118.01
	I-093853	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	174.05
	I-093854	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	164.76
	I-093997	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	24.76
	I-093998	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	59.65
	I-093999	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	271.41
	I-094000	02	-5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	078784	35.13
01-U00100	UNIFIRST HOLDINGS, L.P.					
	I-8241275904	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	078785	18.13
	I-8241277444	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-UTM, WWT	078785	16.00
	I-8241277855	02	-5267207	CLOTHING ALLO CLOTHING ALLOWANCE	078785	6.54
	I-8241277856	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-LF	078785	4.34
	I-8241277858	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	078785	18.13
	I-8241279384	02	-5267207	CLOTHING ALLO CLOTHING ALLOWANCE	078785	16.00
	I-8241279808	02	-5267207	CLOTHING ALLO CLOTHING ALLOWANCE	078785	6.54
	I-8241279809	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-LF	078786	4.34
	I-8241279811	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	078786	18.13

6/07/2016 2:05 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00100	UNIFIRST HOLDINGS, L.P.	continued				
		I-8241281322	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE	078786	16.00
		I-8241281745	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE	078786	6.54
		I-8241281746	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-LF	078786	4.34
		I-8241281748	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	078786	18.13
01-U00128	UNITED PACKAGING & SHIP					
		I-184835	02 -5973304	LAB TESTING SHIPPING FEES - WWT	078783	29.71
01-W00269	WHITES TRACTORS					
		I-383696	02 -5973203	REPAIRS & MAI MOWER BLADES	078794	120.00
				FUND 02 MPWA	TOTAL:	192,486.46

6/07/2016 2:05 PM  
 PACKET : 14155 14161 14171 14183 14185 14192 14201  
 VENDOR SET: Mult  
 FUND : 03 AIRPORT AUTHORITY

PAGE: 13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201606018634	03 -5876314	GAS UTILITY UTIL GAS-AIRPORT	078626	28.54
01-F00170	FIRST NATIONAL BANK	I-062016-#119817	03 -5876311	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	078695	5,020.00
01-P00360	PUBLIC SERVICE/APP	I-201606018636	03 -5876313	ELECTRIC UTIL UTIL ELEC-AIRPORT	078627	979.91
01-U00190	UNIFIRST HOLDINGS, L.P.	I-8241277855	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	078785	4.40
		I-8241279808	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	078785	4.40
		I-8241281745	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	078786	4.40
			FUND 03 AIRPORT AUTHORITY	TOTAL:		6,041.65

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201606078648	08 -5549308	CONTRACT SERV CONTRACT MEAL DEL	078650	180.00
		I-201606078649	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	078650	124.74
01-E00207	EMMA E. BELLIS					
		I-201606078650	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	078689	100.98
01-G00288	GERALDINE E MALKOWSKI					
		I-201606078646	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	078698	180.00
		I-201606078647	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	078698	100.98
01-L00428	LOWE'S CREDIT SERVICES					
		C-12072954	08 -5549202	OPERATING SUP MISC REPAIR & MAINT.ITEMS	078723	9.48-
		I-07020	08 -5549202	OPERATING SUP MISC REPAIR & MAINT.ITEMS	078723	72.11
		I-07084	08 -5549202	OPERATING SUP MISC REPAIR & MAINT.ITEMS	078723	4.56
		I-07396	08 -5549202	OPERATING SUP MISC REPAIR & MAINT.ITEMS	078723	42.69
01-S00580	AT & T					
		I-201605258614	08 -5549315	TELEPHONE UTI UTIL TEL - NUTRITION	078596	286.51
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8241277443	08 -5549207	CLOTHING ALLO CLOTHING ALLOWANCE	078785	11.61
		I-8241279383	08 -5549207	CLOTHING ALLO CLOTHING ALLOWANCE	078785	11.61
		I-8241281321	08 -5549207	CLOTHING ALLO CLOTHING ALLOWANCE	078786	11.61
FUND 08 NUTRITION				TOTAL:		1,117.92

6/07/2016 2:05 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00097	BANK OF OKLAHOMA	I-406	09 -5864327	SUB TITLE D E ALFA ESCROW ACCNT CLOSURE	078657	1,000.00
01-E00242	ENVIRO CLEAN CARDINAL L	I-ECE674	09 -5864365	ALFA ESCROW L ALFA YRLY DEQ RPT REVIEW	078690	420.00
01-G00462	GREEN COUNTRY TESTING,	I-55906	09 -5864327	SUB TITLE D E LANDFILL TESTING FEES	078699	2,234.00
			FUND 09	LANDFILL RES./SUB-TITLE DTOTAL:		3,654.00



VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
		I-61816-3	27 -5655318	PRINTING FEE FOR TOURISM BROCHERS	078663	228.09
		I-64698	27 -5655318	PRINTING FEE FOR TOURISM BROCHERS	078663	1,121.00
01-C00469	CITY OF MCALESTER SPECI					
		I-6-2-16	27 -5655214	TOURISM EXPEN EXPO RENTAL-SUMMER CONCR	078665	875.00
01-D00766	DUNN FORD COMPANY					
		I-15-02160	27 -5655401	CAPITAL OUTLA 2016 FORD ESCAPE-TOURISM	078687	20,377.00
01-L00075	LAKE EUFAULA ASSOC INC					
		I-51816	27 -5655317	ADVERTISING TOURISM AD-EUFAULA G	078721	300.00
01-M00078	STEVEN RICE DBA MAP INC					
		I-5-18-16	27 -5655317	ADVERTISING HISTORIC MAPS	078725	1,000.00
		I-APRIL	27 -5655317	ADVERTISING HISTORIC MAPS	078725	1,000.00
01-MC0134	MCALESTER MAIN STREET					
		I-052016-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	078737	1,250.00
01-O00589	ORIENTAL TRADING CO.					
		I-677947937	27 -5655317	ADVERTISING TOURISM EXP-OML CONF	078757	54.67
01-P00450	PRIDE IN MCALESTER					
		I-052016-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	078761	2,500.00
01-S00726	STAPLES ADVANTAGE					
		I-3297297621	27 -5655202	OPERATING SUP OFFICE SUPPLIES	078774	33.02
01-T00500	FARROTT COMPANY, LLC					
		I-JUNE 2016	27 -5655340	OFFICE RENT TOURISM OFFICE RENT-JUNE 2016	000000	558.20
			FUND 27	TOURISM FUND	TOTAL:	29,296.98

PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00469	CITY OF MCALESTER SPECI	I-5131516	28 -5654349	COUNCIL PARTN EXPO PARTNERSHIP-ITAL FES	078665	2,125.00
01-I00140	INDIAN NATION WHOLESALE	I-304600 P	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	078708	285.94
		I-6503741	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	078708	512.87
01-J00110	JACKIE BRANNON CORR. CT	I-20163021	28 -5654308	CONTRACT SERV INMATE FEES	078710	127.66
01-J00121	JAMESCO ENTERPRISES, LL	I-13342	28 -5654316	REPAIRS & MAI MAINTENANCE SUPPLIES	078711	260.95
01-L00428	LOWE'S CREDIT SERVICES	I-79074 / 04657	28 -5654203	REPAIR & MAIN MISC MAINT. SUPPLIES	078724	133.92
01-P00510	PRO-KIL, INC	I-16152	28 -5654316	REPAIRS & MAI QUARTERLY PEST CONTROL	078763	365.00
01-P00560	PUBLIC SERVICE/AEP	I-201606018636	28 -5654313	ELECTRIC UTIL UTIL ELEC-EXPO	078627	4,267.59
		I-201606018636	28 -5654313	ELECTRIC UTIL UTIL ELEC-EXPO RV PARK	078627	180.81
01-S00009	SADLER PAPER CO	I-48957	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	078770	890.54
01-U00100	UNIFIRST HOLDINGS, L.P.	I-8241277856	28 -5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	078785	4.73
		I-8241279809	28 -5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	078786	4.73
		I-8241281746	28 -5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	078786	4.73
01-W00040	WALMART COMMUNITY BRC	I-01018	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	078789	242.00
		I-08298	28 -5654202	OPERATING SUP OPERATING SUPPLIES	078789	51.70
			FUND 28 SE EXPO CENTER	TOTAL:		9,458.17

6/07/2016 2:05 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201606018632	29 -5324315	TELEPHONE UTI UTIL TEL-HOST CIRCUIT PITT CO	078622	198.00
		I-201606018633	29 -5324315	TELEPHONE UTI UTIL TEL - HOST CIRCUIT	078623	781.25
01-C00608	CROSS WIRELESS, LLC					
		I-201605198609	29 -5324315	TELEPHONE UTI UTIL TEL-911 COUNTY TRUNK LINE	078584	468.40
01-S00520	AT & T					
		I-201606018630	29 -5324315	TELEPHONE UTI UTIL TEL - E-911	078629	5,216.95
01-W00392	WINDSTREAM CORPORATION					
		I-201605258616	29 -5324315	TELEPHONE UTI UTIL-TEL-911 CO TRUNK LINE	078597	455.13
			FUND	29 E-911	TOTAL:	7,119.73

6/07/2016 2:05 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00016	HD SUPPLY WATERWORKS, L	I-F164267	30 -5652350	BUSINESS DEVE FIRE LINE HOT TAP	078701	1,228.87
01-MC0134	MCALESTER MAIN STREET	I-052016-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	078737	1,250.00
01-000275	OKLA DEPT OF COMMERCE	I-062016-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	078752	282.50
01-P00450	PRIDE IN MCALESTER	I-052016-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	078761	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC	I-617	30 -5652302	CONSULTANTS ECON DEV CONSULTING SVS	078765	2,500.00
01-S00726	STAPLES ADVANTAGE	I-3302520992	30 -5652202	OPERATING SUP OFFICE SUPPLIES	078774	80.79
		I-3302520994	30 -5652202	OPERATING SUP OFFICE SUPPLIES	078774	84.37
01-T00231	THE SPECTRUM GROUP MEMB	I-10969	30 -5211361	DEFENSE CONSU ECON DEV CONSULTANT FEES	078779	152.11
		I-10969	30 -5652340	MCAPP STRATEG ECON DEV CONSULTANT FEES	078779	19,034.34
		I-10969	30 -5211361	DEFENSE CONSU PROF SVS AGMT/MORR	078779	152.11
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		27,265.09

PAGE: 20

FUND : 37 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL					
		I-147280	32 -5215224	ARCHERY PARK MISC REPAIR & MAINT.ITEMS	078691	24.32
		I-147344	32 -5215224	ARCHERY PARK MISC REPAIR & MAINT.ITEMS	078691	72.24
		I-147477	32 -5215224	ARCHERY PARK MISC REPAIR & MAINT.ITEMS	078691	282.73
01-M00439	MILLICAN LAND SURVEYING					
		I-3288	32 -5215224	ARCHERY PARK ELEVATION SURVEY ARCHERY	078729	300.00
01-T00010	T. H. ROGERS LUMBER CO.					
		C-519103	32 -5215224	ARCHERY PARK MISC REPAIR & MAINT.ITEMS	078775	60.67-
		I-520104	32 -5215224	ARCHERY PARK SIGNS-ARCHERY PARK	078775	600.00
				TOTAL:		1,278.62

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS					
		I-8117614074366	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	078647	25.52
01-B00150	BEALES GOODYEAR TIRES					
		I-1-27510	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	078659	119.80
		I-1-GS27546	35 -5862203	REPAIRS & MAI PARTS FOR UTM TRUCKS	078659	1,343.44
01-D00152	DAVID P RUDROW/DAVID'S					
		I-711461	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR AP-6	078671	182.00
01-F00305	FRONTIER EQUIP. SALES,					
		I-160506MCA1	35 -5862203	REPAIRS & MAI PARTS FOR UTM FLUSH TRUCK	078696	390.84
		I-160524MCA1	35 -5862203	REPAIRS & MAI PARTS FOR UTM FLUSH TRUCK	078696	35.17
01-G00490	GRISOM IMPLEMENT INC					
		I-553638	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	078700	67.40
		I-554583	35 -5862203	REPAIRS & MAI PK-3 MOWER REPAIRS	078700	726.99
		I-555528	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	078700	123.31
		I-556361	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	078700	181.67
01-J00310	JET TIRE SERVICE					
		I-115710	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	078712	73.95
		I-115722	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	078712	48.95
		I-115743	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	078712	48.95
01-K00190	YELLOWHOUSE MACHINERY C					
		C-113904 CR	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	078716	80.70
		I-154357	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	078716	100.02
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-023577	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	078717	5.18
		I-023735	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	078717	34.99
		I-024182	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	078717	10.69
		I-024237	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	078717	28.12
		I-024371	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	078717	27.64
01-K00270	KIRBY-SMITH MACHINERY,					
		I-P06076	35 -5862203	REPAIRS & MAI REPAIR PARTS-GRADALL	078719	7,191.68
01-M00543	MONTAGE ENTERPRISES INC					
		I-45570	35 -5862203	REPAIRS & MAI MOWER PARTS FOR PARKS DEP	078730	1,895.20
01-MC0045	MCCRAYS MANUFACTURING					
		I-7615	35 -5862203	REPAIRS & MAI MISC TRAILER PARTS	078734	30.80
		I-7617	35 -5862203	REPAIRS & MAI MISC TRAILER PARTS	078734	243.98
		I-7626	35 -5862203	REPAIRS & MAI MISC TRAILER PARTS	078734	417.34
01-N00270	NIX AUTO CENTER, INC.					
		I-143649	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	078743	162.80

PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	FREEDOM FORD INC					
	I-171399	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINT	078744	42.95
	I-171400	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINT	078744	42.95
	I-171402	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINT	078744	42.95
	I-171477	35	-5862203	REPAIRS & MAI FUEL INJECTOR-MED 4	078744	1,057.31
	I-171500	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINT	078744	46.18
	I-171537	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINT	078744	42.95
01-000075	O'REILLY AUTO PARTS					
	C-0230-379621 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	4.99-
	C-0230-381448 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	33.00-
	I-0230-378447	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	11.98
	I-0230-379089	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	150.00
	I-0230-379093	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	21.92
	I-0230-379490	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	12.08
	I-0230-379612	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	4.99
	I-0230-379742	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	76.14
	I-0230-379758	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	3.96
	I-0230-379932	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078748	313.12
	I-0230-380215	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	16.98
	I-0230-380930	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	6.96
	I-0230-381362	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	204.78
	I-0230-381442	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	111.32
	I-0230-381469	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	36.28
	I-0230-381688	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	8.49
	I-0230-381878	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	83.19
	I-0230-382848	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	6.99
	I-0230-382958	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	82.20
	I-0230-383175	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	078749	73.09
01-R00405	RIVERSIDE AUTO PLEX					
	I-051916	35	-5862203	REPAIRS & MAI OIL CHANGES ON NEW VEH	078766	42.95
01-S00710	STANDARD MACHINE LLC					
	I-245855	35	-5862203	REPAIRS & MAI MISC REPAIRS	078773	348.60
	I-245946	35	-5862203	REPAIRS & MAI MISC REPAIRS	078773	138.71
	I-245989	35	-5862203	REPAIRS & MAI MISC REPAIRS	078773	18.60
01-000100	UNIFIRST HOLDINGS, L.P.					
	I-8241277857	35	-5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	078785	2.79
	I-8241279810	35	-5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	078786	2.79
	I-8241281747	35	-5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	078786	2.79
01-000127	UNITED ENGINES, LLC					
	I-2076736	35	-5862203	REPAIRS & MAI PARTS FOR STREET SWEEPER	078787	549.10
01-W00080	WASTE RESEARCH INC.					
	I-13962	35	-5862203	REPAIRS & MAI PARTS FOR BK-8	078790	277.27

6/07/2016 2:05 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

PACKET : 14155 14161 14171 14183 14185 14192 14201

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
G1-W00195	WELDON PARTS INC.	I-1680955-00	35 -5862203	REPAIRS & MAI TRUCK REPAIR PARTS	078792	216.46
01-W00234	WESTERN MARKETING INC	I-1490548	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	078793	514.75
		I-IN1486848	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	078793	213.82
		I-IN1486865	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	078793	38.06
		I-IN1489347	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	078793	491.77
		I-IN1492022	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	078793	808.69
01-W00269	WHITES TRACTORS	I-383675	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	078794	22.00
			FUND	35 FLEET MAINTENANCE	TOTAL:	19,586.65



PAGE: 24

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
	I-062016-002	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	078655	2,485.55
	I-062016-800150300	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	078655	3,210.15
01-D00217	DEERE CREDIT, INC.					
	I-062016-#0063527	41	-5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	078673	1,140.15
	I-062016-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	078673	1,821.57
01-D00540	DOLESE BROTHERS					
	I-AG16044447	41	-5210480	CONTINGENCY SCREEINGS-WARNING TRACK	078685	451.23
01-H00290	HUMPHREY PLUMBING, INC.					
	I-001530	41	-5321401	CAPITAL OUTLA PLBG REPAIRS FOR JAI	078704	11,098.00
01-K00066	KATCON INC.					
	I-PAY REQ #3	41	-5871403	SANDY CREEK C SANDY CRK CANAL WALL	078715	32,005.54
01-M00304	MESHEK & ASSOC., PLC					
	I-3909	41	-5871402	STORM WATER P CONSULTANT FEES-SIM WTR	078726	1,421.60
01-N00347	MEHLBURGER BRAWLEY, INC					
	I-MC-15-03-03	41	-5865403	CAPITAL PROJE CONSULTANT FEE-A STREET	078746	1,920.00
01-T00128	TETRA TECH, INC					
	I-51054631	41	-5974404	WTP FILTER ENG-WTP FILTER 5 REHAB	078778	400.00
01-W00194	WELCH STATE BANK					
	I-062016-55766	41	-5865510	LEASE PAYMENT LEASE PMT-2005 DUMP TRUCK	078791	1,517.90
	I-062016-55820	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	078791	2,555.73
		FUNC	41	CIP FUND	TOTAL:	69,027.42
					REPORT GRAND TOTAL:	478,922.62

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2015-2016	01 -2105	COLLECTION AGENCY 25% (COU	9,983.73				
	01 -5101202	OPERATING SUPPLIES	329.25	3,000	2,175.75		
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.74	50,000	0.00		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	2,000.00		
	01 -5210202	OPERATING SUPPLIES	104.68	2,500	651.08		
	01 -5210302	CONSULTANTS/LABOR RELATION	4,344.00	63,113	4,464.00-	Y	
	01 -5210330	DUES & SUBSCRIPTIONS	960.00	3,300	688.47-	Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	101.29	6,500	522.78		
	01 -5210480	CONTINGENCY	497.38	25,000	6,730.63		
	01 -5211202	OPERATING SUPPLIES	457.62	2,000	86.63		
	01 -5212317	ADVERTISING & PRINTING	436.00	2,500	114.80		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	555.11	2,600	1,049.03		
	01 -5214302	CONSULTANTS	6,238.08	115,000	31,342.13		
	01 -5215202	OPERATING SUPPLIES	582.64	36,000	379.97		
	01 -5215207	CLOTHING ALLOWANCE	288.27	12,313	238.99		
	01 -5215312	EQUIPMENT RENTALS	751.48	30,836	4,556.91		
	01 -5215313	ELECTRIC UTILITY	24.43	301,500	23,824.65		
	01 -5215314	GAS UTILITY	508.20	33,800	10,423.63		
	01 -5215315	TELEPHONE UTILITY	467.84	33,000	3,687.01		
	01 -5215316	REPAIRS & MAINTENANCE	615.74	8,750	0.00		
	01 -5215317	POSTAGE	750.00	10,000	500.00		
	01 -5215322	LIABILITY INSURANCE/BONDS	175.00	139,702	175.00-	Y	
	01 -5225202	OPERATING SUPPLIES	399.99	1,500	67.67		
	01 -5225349	SOFTWARE MAINTENANCE	1,014.23	70,000	1,169.62-	Y	
	01 -5320202	OPERATING EXPENSE	728.00	3,000	819.32		
	01 -5320308	CONTRACTED SERVICES	300.00	3,500	2,120.60		
	01 -5320328	INTERNET SERVICE	98.56	1,500	317.28		
	01 -5321202	OPERATING SUPPLIES	808.62	12,500	2,642.18		
	01 -5321308	CONTRACTED SERVICES	72.50	10,000	4,653.22		
	01 -5321325	FIRING RANGE	3,645.00	10,000	4,655.21		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	100.00	9,500	2,713.77		
	01 -5322202	OPERATING SUPPLIES	640.00	2,000	568.32		
	01 -5324202	OPERATING SUPPLIES	5.25	1,000	490.11		
	01 -5431202	OPERATING SUPPLIES	1,474.46	18,000	4,718.57		
	01 -5431203	REPAIRS & MAINT SUPPLIES	386.51	8,500	1,955.58		
	01 -5431204	SMALL TOOLS	862.34	4,400	265.16		
	01 -5431207	CLOTHING ALLOWANCE	312.97	23,025	357.72-	Y	
	01 -5431316	REPAIRS & MAINTENANCE	70.00	3,500	133.00		
	01 -5431328	INTERNET SERVICE	188.85	4,200	1,970.06		
	01 -5432202	OPERATING SUPPLIES	1,865.70	28,000	2,886.11		
	01 -5432308	CONTRACTED SERVICES	1,071.00	78,500	28,054.67		
	01 -5542203	REPAIRS & MAINT SUPPLIES	3,604.08	48,000	4,802.18		
	01 -5542212	FUEL EXPENSE	1,237.50	20,620	5,783.65		
	01 -5542339	VEHICLE/EQUIP. MAINTENANCE	113.98	40,000	10,027.34-	Y	
	01 -5542358	TREE BOARD/TREES	180.00	5,000	590.01		

\*\* 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	-5543202	OPERATING SUPPLIES	1.88	11,000	4,722.89		
01	-5543203	REPAIRS & MAINT SUPPLIES	2,156.91	12,000	3,003.19		
01	-5544202	OPERATING SUPPLIES	679.03	20,000	9,961.64		
01	-5544328	INTERNET SERVICE	52.08	1,360	735.17		
01	-5547202	OPERATING SUPPLIES	185.29	600	41.55		
01	-5547203	REPAIRS & MAINT SUPPLIES	1,325.72	11,000	374.73-	Y	
01	-5547331	TRAVEL & TRAINING	60.00	0	60.00-	Y	
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,444.67	53,770	16,900.19		
01	-5548308	CONTRACTED SERVICES-CLEANI	1,575.00	22,000	5,155.00		
01	-5548311	PARKING RENTAL	485.00	4,500	440.00-	Y	
01	-5548316	REPAIRS & MAINTENANCE	2,718.66	27,000	933.45-	Y	
01	-5548317	ELEVATOR REPAIR/MAINTENANC	1,050.00	1,200	575.00-	Y	
01	-5652318	ABATEMENTS	950.00	15,000	9,275.00		
01	-5653213	SAFETY EXPENSE	2,108.64	25,500	1,970.47-	Y	
01	-5653348	DRUG TESTING/PHYSICALS	437.00	8,000	2,516.00-	Y	
01	-5865202	OPERATING SUPPLIES	152.55	1,200	750.95		
01	-5865212	FUEL EXPENSE	1,271.70	45,406	27,073.27		
01	-5865218	STREET REPAIRS & MAINTENAN	8,190.96	257,000	765.29		
01	-5865328	INTERNET SERVICE	83.90	1,920	70.19		
01	-5865404	STREET REPAIR PROJECT	43,143.92	293,500	48,481.91		
02	-5216317	POSTAGE	2,566.14	45,000	466.57-	Y	
02	-5216336	FEES	1,671.31	8,746	2,250.95-	Y	
02	-5267207	CLOTHING ALLOWANCE	153.16	8,063	1,511.06		
02	-5267302	CONSULTANTS	277.50	27,521	3,390.57		
02	-5267312	EQUIPMENT RENTALS	944.50	7,000	5,000.00		
02	-5267313	ELECTRIC UTILITY	465.12	396,500	51,754.40		
02	-5267314	GAS UTILITY	362.09	8,000	344.06-	Y	
02	-5267315	TELEPHONE UTILITY	1,414.50	85,000	5,842.01-	Y	
02	-5267316	REPAIRS & MAINTENANCE	14.30	275	103.14		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	0.04		
02	-5864510	LEASE PAYMENTS	321.78	5,250	28.56		
02	-5866230	RECYCLING CENTER EXPENSE	200.00	2,300	667.85		
02	-5866306	CONTRACTED REFUSE SERVICES	149,449.41	1,891,296	239,023.04		
02	-5866307	CONTRACTED RECYCLE SERVICE	1,890.00	23,000	2,030.00		
02	-5871302	CONSULTANTS	13,225.00	119,000	27,874.52-	Y	
02	-5871330	DUES & SUBSCRIPTIONS	165.47	1,300	8.77		
02	-5973203	REPAIRS & MAINT SUPPLIES	302.05	40,500	9,143.35-	Y	
02	-5973302	CONSULTANTS (IND. PRETREAT	1,800.00	20,000	0.00		
02	-5973304	LAB TESTING	3,231.65	32,100	3,743.09-	Y	
02	-5973316	REPAIRS & MAINTENANCE	6,760.50	25,000	722.15		
02	-5973328	INTERNET SERVICE	71.72	824	205.56-	Y	
02	-5973329	DEQ FEES	690.00	18,000	7,035.42-	Y	
02	-5975202	OPERATING SUPPLIES	578.76	2,700	437.47		
02	-5975211	WATER METERS	965.30	23,000	4,725.77-	Y	
02	-5975218	STREET REPAIRS & MAINTENAN	741.00	95,000	21,582.78		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5975230	SEWER MAIN REPAIR	67.58	20,000	4,625.00		
02	-5975235	WATER MAIN REPAIR	2,745.44	44,000	1,293.94-	Y	
02	-5975328	INTERNET SERVICE	66.35	785	121.59		
02	-5975329	DEQ FEES	200.00	2,000	394.00		
03	-5876207	CLOTHING ALLOWANCE	13.20	750	57.94		
03	-5876313	ELECTRIC UTILITY	979.91	14,000	645.62-	Y	
03	-5876314	GAS UTILITY	28.54	450	248.47-	Y	
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	0.00		
08	-5549202	OPERATING SUPPLIES	109.88	1,000	821.52		
08	-5549207	CLOTHING ALLOWANCE	34.83	1,750	77.04		
08	-5549308	CONTRACT SERVICES	686.70	15,500	180.04-	Y	
08	-5549315	TELEPHONE UTILITY	286.51	3,800	150.68-	Y	
09	-5864327	SUB TITLE D EXPENSE	3,234.00	80,000	8,393.28		
09	-5864365	ALFA ESCROW LIABILITY PAYM	420.00	16,000	468.00		
27	-5655202	OPERATING SUPPLIES	33.02	2,250	841.36		
27	-5655214	TOURISM EXPENSE	875.00	34,500	1,906.72		
27	-5655317	ADVERTISING	2,354.67	8,181	1,537.63		
27	-5655318	PRINTING	1,349.09	18,000	7,637.41		
27	-5655340	OFFICE RENT	558.20	6,700	1.60		
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	2,500.00		
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	1,250.00		
27	-5655401	CAPITAL OUTLAY	20,377.00	0	20,377.00-	Y	
28	-5654202	OPERATING SUPPLIES	51.70	2,500	995.84		
28	-5654203	REPAIR & MAINT SUPPLIES	1,024.46	17,000	4,427.09		
28	-5654207	CLOTHING ALLOWANCE	14.19	1,625	951.08		
28	-5654210	CONCESSION SUPPLIES	1,040.81	17,000	3,004.08-	Y	
28	-5654308	CONTRACT SERVICES	127.66	3,500	1,907.00		
28	-5654313	ELECTRIC UTILITY	4,448.40	60,000	207.61-	Y	
28	-5654316	REPAIRS & MAINTENANCE	625.95	38,131	8,001.35		
28	-5654349	COUNCIL PARTNERSHIP	2,125.00	15,000	9,805.00		
29	-5324315	TELEPHONE UTILITY	7,119.73	89,000	6,960.79-	Y	
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	2,500.00		
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	1,250.00		
30	-5211361	DEFENSE CONSULTANT SERVICE	304.22	29,000	58.91-	Y	
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00		
30	-5652202	OPERATING SUPPLIES	165.16	4,000	3,423.28		
30	-5652302	CONSULTANTS	2,500.00	115,000	68,700.00		
30	-5652340	MCAPP STRATEGIC PLAN PROJE	19,034.34	260,000	0.00		
30	-5652350	BUSINESS DEVELOPMENT EXPEN	1,228.87	24,600	5,223.95		
32	-5215224	ARCHERY PARK GRANT EXPENSE	1,278.62	50,689	19,635.48		
35	-5862203	REPAIRS & MAINTENANCE SUPP	19,578.28	240,000	50,286.92		
35	-5862207	CLOTHING ALLOWANCE	8.37	1,250	194.57		
41	-5210480	CONTINGENCY	451.23	137,684	1,659.68-	Y	
41	-5321401	CAPITAL OUTLAY	11,098.00	208,045	0.02		
41	-5862401	CAPITAL OUTLAY	5,695.70	66,983	1,120.15		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	41 -5865403	CAPITAL PROJECTS	1,920.00	500,000	215,625.00		
	41 -5865510	LEASE PAYMENTS	7,035.35	87,804	0.95		
	41 -5871402	STORM WATER PROJECT	1,421.60	39,564	265.60		
	41 -5871403	SANDY CREEK CANAL	32,005.54	379,221	1,177.33-	Y	
	41 -5974404	WTP FILTER	400.00	177,051	5,041.00		
	** 2015-2016 YEAR TOTALS **		478,922.62				

NO ERRORS

\*\* END OF REPORT \*\*

FUND	PERIOD	AMOUNT
01	6/2016	121,589.93
02	6/2016	192,486.46
03	6/2016	6,041.65
05	6/2016	0.00
08	6/2016	1,117.92
09	6/2016	3,654.00
11	6/2016	0.00
16	6/2016	0.00
24	6/2016	0.00
26	6/2016	0.00
27	6/2016	29,296.98
28	6/2016	9,458.17
29	6/2016	7,119.73
30	6/2016	27,265.09
32	6/2016	1,278.62
33	6/2016	0.00
35	6/2016	19,586.65
36	6/2016	0.00
38	6/2016	0.00
41	6/2016	60,027.42
42	6/2016	0.00
44	6/2016	0.00
		478,922.62
		478,922.62



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	Consent Agenda C
Department:	James Stanford, IT	Account Code:	
Prepared By:	Computer Support Specialist	Budgeted Amount:	
Date Prepared:	June 6, 2016	Exhibits:	1

### Subject

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.

### Recommendation

Staff recommends 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.

### Discussion

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak	



COMMUNICATIONS, LLC

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

**EQUIPMENT MAINTENANCE AGREEMENT**

**BizTel Communications, LLC**

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

**Customer**

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

**AGREEMENT SCHEDULE**

**Equipment Location**

McAlester City Hall  
28 E Washington  
McAlester, Ok. 74501

**Equipment Covered**

Samsung iDCS Digital Telephone Sets and Inside Wiring

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

**Effective Date 7/1/2016 through 6/30/2017**

**Fixed Yearly Rate - \$ 1950.00**

**BizTel Communications, LLC**

By \_\_\_\_\_

Date \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title



# Equipment Maintenance Agreement

## A. Coverage

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

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

## B. Payment and Renewal

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

## C. Miscellaneous

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



COMMUNICATIONS, LLC

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

**EQUIPMENT MAINTENANCE AGREEMENT**

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918-429-0000

**Customer**

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McAlester, Ok. 74501

**AGREEMENT SCHEDULE**

**Equipment Location**

**McAlester City Hall  
28 E Washington  
McAlester, Ok. 74501**

**Equipment Covered**

Samsung iDCS Digital Telephone Sets and Inside Wiring

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

**Effective Date 7/1/2016 through 6/30/2017**

**Fixed Yearly Rate - \$ 1950.00**

**BizTel Communications, LLC**

By \_\_\_\_\_

Date \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

# Equipment Maintenance Agreement

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2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

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

## C. Miscellaneous

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



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: Consent Agenda D  
Department: \_\_\_\_\_  
Prepared By: James Stanford, IT Account Code: \_\_\_\_\_  
Date Prepared: Computer Support Specialist Budgeted Amount: \_\_\_\_\_  
June 6, 2016 Exhibits: 1

### Subject

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.

### Recommendation

Staff recommends 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.

### Discussion

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak



COMMUNICATIONS, LLC

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

### **EQUIPMENT MAINTENANCE AGREEMENT**

#### **BizTel Communications, LLC**

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

#### **Customer**

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

#### **AGREEMENT SCHEDULE**

##### **Non-System Service Contract Coverage**

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

##### **Equipment Covered**

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

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

**Effective Date 7/1/2016 through 6/30/2017**

**Fixed Yearly Rate - \$ 3220.00**

#### **BizTel Communications, LLC**

By \_\_\_\_\_

Date \_\_\_\_\_

#### **CUSTOMER**

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

# Equipment Maintenance Agreement

## A. Coverage

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

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

## B. Payment and Renewal

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

## C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
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4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



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New Systems • Repairs, Moves, and Additions to Existing Systems  
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McAlester, Ok. 74501  
918-429-0000

#### Customer

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

#### AGREEMENT SCHEDULE **Non-System Service Contract Coverage**

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

#### **Equipment Covered**

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

**Effective Date 7/1/2016 through 6/30/2017**

**Fixed Yearly Rate - \$ 3220.00**

#### BizTel Communications, LLC

By \_\_\_\_\_

Date \_\_\_\_\_

#### CUSTOMER

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title



# Equipment Maintenance Agreement

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4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.





# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016  
Department: James Stanford, IT  
Prepared By: Computer Support Specialist  
Date Prepared: June 6, 2016

Item Number: Consent Agenda E  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

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.

### Recommendation

Staff recommends authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services.

### Discussion

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak



Service Order: 129533-1  
 Date 3/3/2014  
 This Quote is Valid Through: 3/26/2014

555 Anton Boulevard, Suite 200  
 Costa Mesa, CA 92626

Account Information				Installation Site Information			
Customer Name: McAlaster Public Works Authority				Name: James Stanford			
Address 1: 28 E Washington St				Address 1 28 WASHINGTON ST			
Address 2:				Address 2:			
City: McAlester State: OK Zip: 74501				City: MCALESTER State: OK Zip: 74601			
Contact Phone: (918) 423-9300				Install Phone: (918) 423-9300			
Email: joe.breeden@bixtelok.com				Contact Phone: (918) 423-9300			
				Email: joe.breeden@bixtelok.com			

	Qty	Monthly	One-Time	Monthly Discount	One-Time Discount	NET Monthly	NET One-Time
<b>Access</b>							
Customer Provided Access	1	\$45.00	\$100.00	(\$45.00)	(\$100.00)	\$0.00	\$0.00
<b>Equipment</b>							
Edgemarc 4552 - Voice	1	\$28.00	\$0.00	(\$28.00)	(\$0.00)	\$0.00	\$0.00
<b>Voice</b>							
Integrated SIP (M)	1	\$0.00	\$0.00	(\$0.00)	(\$0.00)	\$0.00	\$0.00
<b>Voice Sub-Services</b>							
Business SIP Trunk Local (M)	20	\$9.95	\$30.00	(\$0.00)	(\$30.00)	\$189.00	\$0.00
National 5000 Minute Plan (M)	1	\$114.95	\$0.00	(\$0.00)	(\$0.00)	\$114.95	\$0.00
Professional Service Installation (M)	1	\$0.00	\$350.00	(\$0.00)	(\$350.00)	\$0.00	\$0.00
Telephone Number - Enhanced DID (M)	40	\$0.50	\$2.00	(\$0.00)	(\$2.00)	\$20.00	\$0.00

Sales Contact Name: Sean Mitchell  
 Title: Business Sales Executive  
 Phone: (206) 254-7307  
 Fax: (206) 260-3164  
 Email: sean.mitchell@megapath.com

Total Monthly: **\$333.95**  
 Term: 36 Months

Total One Time: **\$0.00**  
 Net 30 Days

<b>Promotions</b>
Edgemarc 4552 - Free Rental w/3 year term

## Notes

1. All hardware costs are taxable.
2. Order does not reflect the Regulatory Recovery Surcharge or local, state, or federally mandated usage fees and/or taxes.
3. Actual shipping costs may vary and will be assessed at the time of shipping.
4. Pre-qualification information contained in this document is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Subscriber and substituted upon Subscriber's approval, which may result in changes to the quoted MRCs and NRCs. MegaPath commits to making reasonable efforts to find the least expensive access available that meets the Subscriber's requirements.
5. The Corporate Access SSL - Network-based access policy is set at SSL Server level where any group has access to any resource upon authentication.
6. MegaPath does not credit Subscriber accounts for E-rate discounts. Regardless of Subscriber's eligibility to receive an E-Rate discount for the telecommunications or Internet services provided herein, Subscriber will be invoiced the entire sum of contracted service. It is solely the Subscriber's responsibility to complete and file any necessary paperwork and invoice the USAC on its own behalf for any such discount.
7. Prior to, during and after the installation of requested services, Subscriber may choose to request that MegaPath augment the Service order to provide additional services or remove services from the Service Order. Depending upon the scope of these requested changes, verbal requests from the Subscriber and/or Subscriber's delegated representative may be acceptable to MegaPath in which case MegaPath shall notify Subscriber of its acceptance of said changes via email. In some instances MegaPath may require additional written authorization. All applicable charges resulting from changes requested by the Subscriber and/or the Subscriber's delegated representative, whether written or verbal, are the responsibility of the Subscriber and shall be deemed to be part of this Service Order and subject to its Terms and Conditions.
8. Subscribers who purchase MegaPath voice or managed services with broadband connectivity acknowledge and understand that MegaPath broadband connectivity Services may be activated, and that charges for such Service may be invoiced and due prior to activation of MegaPath voice or managed services. If purchasing voice services, calls made prior to the billing start date will be billed at the local calling rates posted at [http://www.megapath.com/megapath/assets/Files/PDF/LocalAncillary\\_Call\\_Rates\\_Business\\_Voice.pdf](http://www.megapath.com/megapath/assets/Files/PDF/LocalAncillary_Call_Rates_Business_Voice.pdf).
9. Voice Quality and Best Effort Voice - MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the fast path of Subscriber's circuit. MegaPath cannot provide nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as Subscriber provided access. Subscriber understands that all voice services provisioned without Voice QoS Optimization, including those provided by MegaPath, another provider and Subscriber provided access are offered as a BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY).
10. By signing a service Order form, Subscriber authorizes MegaPath to obtain any credit information necessary and/or Subscriber proprietary network information necessary to provision the MegaPath Service and to establish Subscriber's MegaPath account. Subscriber authorizes release of said information by any and all third parties to MegaPath and its affiliates. MegaPath reserves the right, at its sole discretion, to decline new Orders and to require Subscriber to post appropriate advance deposits for new and existing Services.
11. On this quote, any references to the following refer to Internet Access: ADSL (including Lineshare and Dedicated), SDSL, T1, Ethernet (including Ethernet over DSL), Cable (including Business and Residential), Wireless Broadband and Fixed Wireless.

**LEGAL TERMS-PLEASE READ CAREFULLY:** Subscriber's order for MegaPath Services are subject to the terms contained herein and to MegaPath's Terms and Conditions found at <http://www.megapath.com/legal/termsandconditions/> ("Terms and Conditions"). In addition to the fees quoted in this order, Subscriber understands that an early termination fee will be charged if Subscriber stops any Service before the end of its Circuit Term. MegaPath will also provide certain optional Services, subject to payment of additional fees. The early termination fees, Optional Service fees and miscellaneous fees are set forth in MegaPath's Fee Schedule, found at [http://www.megapath.com/megapath/assets/Files/PDF/Legal/Legal\\_Voice\\_Schedule.pdf](http://www.megapath.com/megapath/assets/Files/PDF/Legal/Legal_Voice_Schedule.pdf) ("Fee Schedule") and additional fees for voice services may be found at [http://www.megapath.com/megapath/assets/Files/PDF/LocalAncillary\\_Call\\_Rates\\_Business\\_Voice.pdf](http://www.megapath.com/megapath/assets/Files/PDF/LocalAncillary_Call_Rates_Business_Voice.pdf). Certain voice related services (including use of 800 numbers) require the payment of additional fees. Subscriber agrees to pay all fees associated with the Services ordered above and authorizes MegaPath in charge Subscriber's credit card for such fees. This Service Order need only be executed by Subscriber. MegaPath may accept or decline the Order as provided herein. MegaPath's provision of the Service shall indicate its acceptance of the order. **The person signing below represents that s/he has read and agreed to the terms of this Agreement and is authorized to accept the Service Order and Agreement on behalf of Subscriber.**

This section contains important information on the availability and functionality of 911 services. Please read it carefully.

Subscriber acknowledges and understands that MegaPath's 911 Emergency Service differs from traditional 911 service in the following ways. (A) 911 Service may not function if voice services or equipment are not functioning for any reason, including but not limited to a power outage or an outage or other disruption of the broadband service obtained from MegaPath or another provider; (B) 911 calls are routed to an emergency call center located upon the physical street address provided by Subscriber. If Subscriber provides inaccurate information, does not provide timely notice of changes, or attempts to use the service or equipment from another location, 911 calls may be delivered to a non-optimal call center and emergency response may be dispatched to a location other than the location of the 911 caller; and (C) in some cases the 911 call center may not be able to capture and/or retain automatic number or location information, or be able to identify Subscriber's phone number and location in order to call Subscriber back if the call is not completed or disconnected, or if Subscriber is unable to speak to tell them.

BY SIGNING BELOW, OR USING THE SERVICES, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, THE FEE SCHEDULE, AND ANY OTHER APPLICABLE TERMS GOVERNING THE SERVICES.

Subscriber's Authorized Representative

Name

Title

Date

MegaPath Signature

Name

Title

Date



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: Consent Agenda F  
Department: James Stanford, IT  
Prepared By: Computer Support Specialist Account Code: \_\_\_\_\_  
Date Prepared: June 6, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

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.

### Recommendation

Staff recommends authorizing the Mayor to ratify and approve a Master Agreement between the City of McAlester and AT&T for Internet Services.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

Date



## MASTER AGREEMENT

<b>Customer</b>	<b>AT&amp;T</b>
City of McAlester	AT&T Corp.
Street Address: 801 N 9TH ST City: McAlester State/Province: OK Zip Code: 745014201 Country: United States	
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: JAMES STANFORD Title: Street Address: 28 E WASHINGTON AVE City: MC ALESTER State/Province: OK Zip Code: 74501-4238 Country: United States Telephone: 9184239300 Fax: Email: james.stanford@cityofmcalester.com	Street Address: 509 S DETROIT AVE City: TULSA State/Province: OK Zip Code: 74120 Country: United States  <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that except for Tariff permitted custom agreements, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not otherwise permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

## MASTER AGREEMENT

**3.2 Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

**3.3 Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

**3.4 Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

## **4. PRICING AND BILLING**

**4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**4.2 Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**4.3 Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

**4.4 Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

**4.5 Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services originally invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the affected invoice, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

**4.6 Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest.

**4.7 MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges Incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.



## MASTER AGREEMENT

### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

## 5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement. Confidential Information includes Customer Personal Data.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

## 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

## MASTER AGREEMENT

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6.1 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

**6.2 Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**6.3 Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

**6.4 Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

**6.5 Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

**7.1 AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

**7.2 Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

**7.3 Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

**7.4 Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

**7.5 Limits on AT&T Obligations** AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

## 8. SUSPENSION AND TERMINATION

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## MASTER AGREEMENT

**8.1 Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

**8.2 Termination or Suspension** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees..
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

**8.3 Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

**8.4 Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

## MASTER AGREEMENT

or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

### 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

### 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

## MASTER AGREEMENT

**10.13 No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

**10.14 Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability) and Section 7 (Third Party Claims), will survive termination or expiration.

**10.15 Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

**10.16 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.5 (License Terms, Restrictions, Use Requirements), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: Consent Agenda G  
Department: \_\_\_\_\_  
Prepared By: James Stanford, IT Account Code: \_\_\_\_\_  
Date Prepared: Computer Support Specialist Budgeted Amount: \_\_\_\_\_  
June 6, 2016 Exhibits: 1

### Subject

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.

### Recommendation

Staff recommends authorizing the Mayor to ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

Date





# Service & License Agreement for McAlester, OK

Organization City of McAlester URL <http://www.cityofmcalester.com/>

Street Address 28 E. Washington

Address 2 P.O. Box 578

City McAlester State OK Postal Code 74502

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

Emergency Contact & Mobile Phone Pete Stasiak, 918-421-8900

Emergency Contact & Mobile Phone James Stanford, 918-424-4961

Emergency Contact & Mobile Phone

Billing Contact Toni Ervin E-Mail [toni.ervin@cityofmcalester.com](mailto:toni.ervin@cityofmcalester.com)

Phone 918-423-9300 Ext. 4961 Fax 918-421-4970

Billing Address P.O. Box 578

Address 2 28 E. Washington

City McAlester ST OK Postal Code 74502

Tax ID # 736005314 Sales Tax Exempt # 736005314

Billing Terms Annual Account Rep Carrie Broeckelmann

Info Required on Invoice (PO or Job #) PO

Contract Contact Pete Stasiak Email [pete.stasiak@cityofmcalester.com](mailto:pete.stasiak@cityofmcalester.com)

Phone 918-423-9300 Ext. 4964 Fax 918-421-4970

Project Contact James Stanford Email [james.stanford@cityofmcalester.com](mailto:james.stanford@cityofmcalester.com)

Phone 918-423-9300 Ext. 2591 Fax 918-421-4970



## Terms & Conditions

### Client Deliverable

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

### Additional Services

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

### Billing & Payment Terms

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

### Agreement Renewal

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





#### Support

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

#### Marketing

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

#### Intellectual Property, Ownership & Content Responsibility

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

#### Indemnification

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



**Force Majeure**

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




## Service & License Agreement for McAlester, OK

### Acceptance

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

  
The City of McAlester, OK

  
Date

  
CivicPlus

11-10-11  
Date

Sign and Fax this Copy

Attn: Contract Manager

Fax: 785-687-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager

317 Houston St., Suite E

Manhattan, KS 66502

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

--Remainder of this page left intentionally blank--



## Service & License Agreement for McAlester, OK

### Exhibit A - CivicPlus Project Deliverables

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

Project Development	\$24,965
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First Year's Annual Support, Maintenance & Hosting	FREE
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Server Storage not to exceed 20x GB; Media Center Storage not to exceed 10 GB	
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<b>Total Fees Year 1</b>	<b>\$24,965</b>
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Year 2 and Beyond Annual Support, Maintenance & Hosting	\$4,265
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Subject to annual 5% increase	
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--Remainder of this page left intentionally blank--



## Service &amp; License Agreement for McAlester, OK

## Project Development

<b>Objective 1: Establishing Your Site's Focus</b>		
Phase 1: Analysis and Timeline Development <u>Deliverable:</u> Project Timeline and worksheets		\$2,214
Phase 2: Website Design <u>Deliverable:</u> Website Design Composition		\$5,206
Phase 3: Navigation Architecture Development <u>Deliverable:</u> Navigation structure optimized for your website		\$828
<b>Objective 2: Content Development and Page Layout</b>		
Phase 4: Modules and Site Setup <u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.		\$2,253
Phase 5: Content Development of 50 standard pages and up to 250 supporting elements <u>Deliverable:</u> Website content development and module content.		\$3,107
Phase 6: Test and Review, Establish Future Expectations <u>Deliverable:</u> List of items that need to be addressed		\$1,992
<b>Objective 3: Equipping Your Staff for Successful Website Maintenance</b>		
Phase 7: (4) Four Days of On-Site Training for up to 10 people per session <i>Travel expenses are included in quote.</i> <u>Deliverable:</u> Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.		\$7,600
<b>Objective 4: Website Deployment</b>		
Phase 8: Go-Live and Project Review <u>Deliverable:</u> Final project review report		\$1,314
Phase 9: Marketing <u>Deliverable:</u> Registration of site with all major search engines		\$453
Phase 10: Ongoing Consultation <u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.		Included
<b>Expandable Modules</b>		
None		n/a
<b>Additional Functionality</b>		
None		n/a
<b>Gov 2.0 Upgrades</b>		
Blog	Share	Included
Facebook Integration	Twitter Integration	Included
<b>Options Included in One-Time Fee</b>		
None		n/a
<b>Total Project Development Fee</b>		<b>\$24,965</b>
<b>First Year Annual Support, Maintenance and Hosting Fee</b> Server storage not to exceed 20 GB; Media Center storage not to exceed 10 GB		<b>FREE</b>
<b>Total Fees Year 1</b>		<b>\$24,965</b>



## Service & License Agreement for McAlester, OK

Project Development Includes the Following:		
Modules	Functionality	
<ul style="list-style-type: none"><li>• Agenda Center</li><li>• Alerts Center &amp; Emergency Alert Notification</li><li>• Archive Center</li><li>• Bid Postings</li><li>• Business/Resource Directory</li><li>• Calendar</li><li>• Carbon Calculator</li><li>• Document Center</li><li>• ePay</li><li>• Facilities &amp; Reservations</li><li>• FAQs</li><li>• Featured Info Module</li><li>• Forms Development Tool</li><li>• Healthy City Initiative</li><li>• Intranet</li><li>• Job Postings</li><li>• Media Center</li><li>• My Dashboard</li><li>• NewsFlash</li><li>• NotifyMe Email Subscription</li><li>• Online Job Application w/1 Generic Application</li><li>• Opinion Poll</li><li>• Permits &amp; Licensing</li><li>• Photo Gallery</li><li>• Postcard Module</li><li>• Quick Links</li><li>• Real Estate Locator</li><li>• Request Tracker (5 users)</li><li>• Staff Directory</li></ul>	<ul style="list-style-type: none"><li>• Action Items Queue</li><li>• Audit Trail / History Log</li><li>• Automated PDF Converter</li><li>• Automatic Content Archiving</li><li>• Content Library</li><li>• Dynamic Breadcrumbs</li><li>• Dynamic Sitemap</li><li>• Expiring Items Library</li><li>• Graphic Link Administration</li><li>• Links Redirect and Broken Links Finder</li><li>• Menu Management</li><li>• Mouse-over Menu Structure</li><li>• Online Editor for Editing and Page Creation (WYSIWYG)</li><li>• Online Web Statistics (Only with CivicPlus Hosting)</li><li>• Page Wizard w/Multiple Layouts</li><li>• Printer Friendly/Email Page</li><li>• Rotating Content</li><li>• RSS</li><li>• Search Engine Registration</li><li>• Site Layout Options</li><li>• Site Search &amp; Entry Log</li><li>• Slideshow</li><li>• User &amp; Group Administration Rights</li><li>• Web Page Upload Utility</li><li>• Website Administrative Log</li></ul>	
Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B – Redesign Details

**CivicPlus Project Development Services & Scope of Services for  
CP Advanced Redesign**

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



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: Consent Agenda H  
Department: \_\_\_\_\_  
Prepared By: Peter Stasiak, City Manager Account Code: \_\_\_\_\_  
Date Prepared: June 6, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

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.

### Recommendation

Staff recommends 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.

### Discussion

### Approved By

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



**AGREEMENT BETWEEN THE CITY OF MCALESTER**

**AND**

**OKLAHOMANS FOR INDEPENDENT LIVING**

This Agreement, made and entered into this 1<sup>st</sup> day of July, 2016 by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

It is the intent of the Agreement that OIL is to perform such services as outlined herein:

OIL agrees to provide services for people with disabilities such as transportation, assistive technology, recreation, volunteer programs, Americans with Disabilities Act and disability awareness training, employment assistance, information and referral, advocacy, peer counseling, and Independent Living Skills training.

OIL and the City shall maintain an arrangement for professional contact. This will be in the form of informal discussion by and with the staff of both agencies in order to identify areas of need, gaps in service and to coordinate available resources of both agencies for the benefit of People with Disabilities. Confidentiality standards will be observed.

In performing this agreement OIL acts as an independent contractor and nothing contained in this agreement shall be construed to establish a relationship of agency or employment between said entity and the City.

OIL will contract with the City in providing the following services to the City and the citizens of McAlester:

- 1) Door-to-door transportation to be provided to individuals with disabilities and elderly persons with functional limitations to facilitate living; a minimum of twenty-four (24) hours notice is required; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and
- 3) Disability information and referrals; and

- 4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
- 5) Social and recreational programs for McAlester citizens with disabilities; and
- 6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and
- 7) Employment assistance to people with disabilities; and
- 8) Peer counseling and support groups to promote independence for people with disabilities; and
- 9) Individual assistance to advocate and encourage independence; and
- 10) ADA information and assistance for individuals, business and the City to help improve access and compliance with the regulations.

OIL further agrees to make periodic reports on basic services provided as a benefit to the City and provide an accounting of funds expended for the services provided. OIL shall provide these reports on a quarterly basis.

OIL hereby holds harmless and indemnifies the City from any claims or actions arising from the performance of this agreement for acts of negligence or wanton conduct of its agents or employees and agrees to keep in force adequate general liability insurance during the term of this agreement to insure against such liability and to provide proof thereof when requested by the City.

The City agrees to provide the following funding to ensure the delivery of public services to citizens with disabilities:

- 1) The City will provide funding in the amount of \$24,000 to assist in the transportation and associated services provided by OIL; and
- 2) The disbursement of said funds shall be in monthly payments that are determined by taking \$24,000 and dividing by 12 for monthly payments in the amount of \$2,000.

The term of this agreement shall be for the 2016-2017 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2017, unless sooner mutually ratified by both

parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree. This Agreement may be terminated by the City or OIL with a thirty-day written notice to the other party.

This agreement is to be binding upon our administrators, successor, and assigns.

Agreed to and executed the date first written above, irrespective of the actual date of signing.

CITY OF MCALESTER  
An Oklahoma Municipal Corporation

---

John Browne, Mayor

---

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the \_\_\_\_ day of \_\_\_\_\_, 2016.

OKLAHOMANS FOR INDEPENDENT LIVING

  
Pamela Pulchny, Executive Director

Approved as for form and legality:

---

Ervin & Ervin Attorneys, by William J. Ervin  
City Attorney

Center for Independent Living  
ADvantage Case Management  
Independent Living Services  
Community Integration  
Transportation  
Employment  
Recreation



601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 428 6220 V/TDD ~ 800 568 6821 V/TDD

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April 21, 2016

Mr. Peter Stasiak  
City Manager  
P.O. Box 578  
Municipal Building  
McAlester, OK 74502

Dear Mr. Stasiak,

The Oklahomans for Independent Living (OIL) continues to provide local lift-equipped transportation for the elderly and persons with disabilities within the community of McAlester. The Section 5310 Transit Program, for Elderly and Persons with Disabilities, is administered by the Oklahoma Department of Human Services, Aging Services Division.

OIL provides door to door transportation for people that are elderly, people with disabilities and the public, at a minimum of 5 days a week. Door to door transportation has historically been the missing piece to the transit systems, in the area. The transportation program provides access to the community and area businesses that citizens might otherwise not have access.

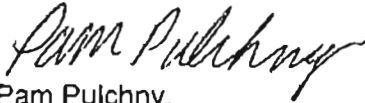
Accessible transportation is provided by OIL, for medical, employment, nutrition, education, shopping/personal, social and recreational activities. Monday through Friday from 8:00 am to 5:00 pm. Saturday transportation is provided twice a month, from 8:00 am to Noon. Evening transportation is provided for specific community integration activities. Transportation services require a minimum of 24hour call in notice. Scheduling is done on a first come – first serve basis. The fee for transportation is \$2.00 for each time an individual exits the bus. OIL does not provide fixed route service.

With the state budget reductions and provider rate decreases, Oklahomans for Independent services *will* be affected. Funding assistance through the Oklahoma Department of Transportation, has decreased each year. Looking to the future, funding assistance through the state is unlikely.

The operational expense for the Transportation Program for 2016/2017 year is \$43,500. When preparing the City of McAlester budget for the new fiscal year 2016/2017, please consider funding OIL in the amount of \$24,000.00. The funding will be used specifically for the Transportation Program. This amount will assist OIL in providing accessible, door to door transportation to McAlester citizens that have disabilities and the elderly.

OIL looks forward to working with the City of McAlester and appreciates the commitment to community integration and involvement of people with disabilities and the elderly. If you should have questions you may contact me at 918.426.6220 Ext. 112. or you may email me at [pam-pulchny@sbcglobal.net](mailto:pam-pulchny@sbcglobal.net).

Sincerely,



Pam Pulchny,  
Executive Director

United Way of  
Southeastern Oklahoma



**Oklahomans for Independent Living  
Transportation Budget  
July 1, 2016 to June 30, 2017**

<b>Transportation Specialist/Drivers</b>	<b>\$26,000.00</b>
<b>Fringe Benefits</b>	<b>\$ 5,500.00</b>
<b>Insurance</b>	<b>\$ 2,000.00</b>
<b>Fuel</b>	<b>\$ 6,500.00</b>
<b>Maintenance</b>	<b>\$ 1,000.00</b>
<b>Occupancy, Phone, Supplies</b>	<b><u>\$ 2,500.00</u></b>
<b>Grand Total</b>	<b>\$43,500.00</b>

**City of McAlester Funding  
Transportation Budget  
July 1, 2016 to June 30, 2017**

<b>Transportation Specialist/Drivers</b>	<b>\$18,500.00</b>
<b>Fringe Benefits</b>	<b>\$ .00</b>
<b>Insurance</b>	<b>\$ 2,000.00</b>
<b>Fuel</b>	<b>\$ 3,000.00</b>
<b>Maintenance</b>	<b>\$ 500.00</b>
<b>Occupancy, Phone, Supplies</b>	<b><u>\$ .00</u></b>
<b>Grand Total</b>	<b>\$24,000.00</b>



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	Consent Agenda I
Department:		Account Code:	
Prepared By:	Peter Stasiak, City Manager	Budgeted Amount:	
Date Prepared:	June 6, 2016	Exhibits:	1

### Subject

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.

### Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between Old Town and the City of McAlester for funding in the amount of \$12,800.

### Discussion

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak	

## AGREEMENT FOR THE PARTIAL FUNDING OF THE 2016 WILD WEST FESTIVAL

**THIS AGREEMENT** is made by and entered into by and between the **CITY OF McALESTER, OKLAHOMA**, acting herein by and through its governing body (hereinafter called "**City**") and the **OLD TOWN ASSOCIATION** acting and herein by and through its duly authorized representatives (hereinafter called "**OTA**").

**WHEREAS**, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the 2016 Wild West Festival which is scheduled for September 30th and October 1st, 2016.

**NOW THEREFORE**, City and OTA enter into Agreement and agree as follows:

1. **City.** The City agrees to contribute, after being properly invoiced by OTA, Twelve Thousand Eight Hundred Dollars (\$12,800) for the partial cost of entertainment and promotion for the 2016 Wild West Festival. Funding will be disbursed through McAlester Tourism Department.
2. **OTA.** OTA agrees to provide the City with a detailed report accounting for the City contribution no later than November 30, 2016. Further, OTA agrees to remit, at the time OTA issues its detailed report, any City monies not spent for the purposes outlined in Section 1.
3. **Term and Termination.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.
4. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable, it shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this \_\_\_\_\_ day of June, 2016.

**CITY OF McALESTER, OKLAHOMA,**  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_  
John Browne, Mayor

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

**OLD TOWN ASSOCIATION**

By: Brenda G. Bester

ATTEST:

\_\_\_\_\_





# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: Consent Agenda J  
Department: \_\_\_\_\_  
Prepared By: Peter Stasiak, City Manager Account Code: \_\_\_\_\_  
Date Prepared: June 6, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2016/2017 funding in the amount of \$50,000.

### Recommendation

Staff recommends authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2016/2017 funding in the amount of \$50,000.

### Discussion

### Approved By

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

**CITY COUNTY AGREEMENT FOR A JOINT CIVIL  
DEFENSE/EMERGENCY MANAGEMENT ADMINISTRATION**

**THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2016, BY AND BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS OF PITTSBURG COUNTY OF  
OKLAHOMA, HEREINAFTER CALLED COUNTY, AND MCALESTER,  
OKLAHOMA, HEREINAFTER CALLED CITY.**

**WHEREAS,  
THE LEGISLATURE HAS PASSED AN ACT KNOWN AS THE  
OKLAHOMA CIVIL DEFENSE ACT OF 1957 AS AMENDED BY  
SENATE BILL 212 OF THE 17<sup>TH</sup> LEGISLATURE, AUTHORIZING  
COOPERATION BETWEEN CITY, COUNTY, STATE AND FEDERAL  
GOVERNMENTS TO CARRY OUT THE OBJECTIVES AND PURPOSE  
OF AN EMERGENCY MANAGEMENT PROGRAM, AND**

**WHEREAS,  
THE SAME ACTS AUTHORIZE THE CITY AND COUNTY TO  
APPROPRIATE FUNDS FOR EMERGENCY MANAGEMENT AND  
DISASTER PURPOSES,**

**NOW,  
THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS  
FOLLOWS:**

**I.  
VALIDATION**

**THAT THE EXISTING JOINT EMERGENCY MANAGEMENT  
ADMINISTRATION BE EXTENDED AND RECOGNIZED TO BE THE  
JOINT EFFORT OF THE CITY AND COUNTY.**

**II.  
EXPENSES**

**THE PARTIES HERETO WILL SHARE IN THE EXPENSES OF  
CARRYING ON A COMPREHENSIVE EMERGENCY MANAGEMENT  
PROGRAM INCLUDING AND EXTENDING BEYOND THE INITIAL  
CONTRACT AND AGREE TO PROVIDE IN THE BUDGETS OF EACH  
SUFFICIENT FUNDS WITH WHICH TO CARRY OUT THIS PROGRAM  
OF EMERGENCY MANAGEMENT FOR CITY AND COUNTY AND ANY  
ADJACENT AREAS DEEMED NECESSARY.**

**III.**

**THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE STATE OFFICE OF EMERGENCY MANAGEMENT IN COOPERATING WITH THE FEDERAL GOVERNMENT AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL 85-606.**

**IV.**

**FINANCIAL TRANSACTIONS**

**RECEIPT AND EXPENDITURE OF ALL FUNDS WILL BE HANDLED IN CONFORMITY WITH THE FINANCIAL PLAN FOR THE COUNTY/CITY EMERGENCY MANAGEMENT ORGANIZATION, IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS.**

**BUDGETS**

**THE EMERGENCY MANAGEMENT ADMINISTRATION SHALL, PRIOR TO THE BEGINNING OF EACH FISCAL YEAR, SUBMIT TO THE CITY AND THE COUNTY THE PROSPECTIVE BUDGET FOR ITS OPERATION FOR THE COMING YEAR.**

**The City of McAlester shall compensate the City/Pittsburg County Emergency Management in the amount of \$50,000 for the fiscal year 2016/2017, beginning July 1, 2016 ending June 30, 2017. The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments.**

**TASK ASSIGNMENTS AND RESPONSIBILITIES**

**1. EMERGENCY MANAGEMENT DIRECTOR is responsible for:**

- A. Coordination of all phases of emergency management.**
- B. EOC communication capability.**
- C. Public information and education.**
- D. EOC operation.**
- E. Comprehensive emergency management planning.**
- F. EOC staff training.**
- G. Warning system planning.**
- H. Damage assessment training.**

**WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE**

**WRITTEN.**

---

**Ross Selman**  
**Chairman, Bd of County**  
**Commissioners**

---

**John Browne**  
**Mayor**

**Attest:**

**Attest**

---

**Hope Trammell**  
**County Clerk**

---

**Cora Middleton**  
**City Clerk**



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016

Department: \_\_\_\_\_

Prepared By: Peter Stasiak, City Manager

Date Prepared: June 6, 2016

Item Number: Consent Agenda K

Account Code: \_\_\_\_\_

Budgeted Amount: \_\_\_\_\_

Exhibits: 1

### Subject

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.

### Recommendation

Staff recommends authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000.

### Discussion

### Approved By

Department Head

City Manager

P. Stasiak

*Initial*

*Date*

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and Pride In McAlester, Inc., a non-profit corporation ("PIM"). In this Contract, either the City or PIM may also be referred to individually as "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City desires to assist PIM in its efforts to enhance the community with activities to beautify and clean up McAlester; and

**WHEREAS**, PIM possess the knowledge, skills, and ability to assist the City in achieving these desires,

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. PIM will engage in clean up and beautification activities on behalf of the City in order to promote the general welfare of the community and its citizens.
- B. PIM will provide procedural assistance on behalf of the City to promote and accomplish its announced purpose to improve the overall appearance and cleanliness of the City.
- C. The City and PIM will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of PIM's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, PIM shall provide quarterly reports to the City that shall include the current measurements against the goals and objectives and financial statements. Said reports shall be presented to the city manager.
- E. The City will independently monitor PIM's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. PIM will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- F. PIM will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

**2. PAYMENT FOR SERVICES**

- A. In support of PIM's normal cost of operations, the City will pay to PIM the amount of \$60,000.00 during the term of this Contract in monthly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.
- B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

**3. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this Contract shall be July 1, 2016, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2017, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this Contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail, postage prepaid.
- E. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties.

If notice is sent to PIM, it shall be addressed to:

President of Board of Directors  
Pride In McAlester  
P.O. Box 583  
McAlester, OK 74502

If notice is sent to the City, it shall be addressed to:

City Clerk  
City of McAlester  
City Hall  
First and Washington  
McAlester, OK 74501

**4. ASSURANCES AND WARRANTIES**

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.
- D. Nothing in this Contract is intended to authorize PIM to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

**5. INDEMNIFICATION**

- A. PIM shall indemnify and hold the City harmless from any and all claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of PIM or its employees.
- B. PIM shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. PIM waives and releases all actions, liabilities, loss and damages including any subrogated rights it may have against the City based upon any claim



brought against the City do to the negligent acts or omission of a PIM employee.

6. **GENERAL TERMS AND CONDITIONS**

- A. Access and Records. PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender, or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this section.
- D. Compliance with Laws. PIM shall comply with all Federal, State, and Local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, PIM shall refrain from hiring any person who is presently employed by the City, or relatives of any persons who are presently employed by the City. Further, the City shall be notified if any such person serves in any position or office of PIM.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of

performance hereunder is such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.

- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to surrogate to the Parties' rights in the Contract, and/or any other right, in favor or immunity of the City.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City.
- K. 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. Notwithstanding the above, if PIM's promise to indemnify or hold the City harmless is found illegal or invalid, PIM shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.
- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
  - a. "ASSURANCES AND WARRANTIES"
  - b. "INDEMNIFICATION";
    - i. "SEVERABILITY"; AND
    - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
John Browne  
Mayor

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the Pride In McAlester.

PRIDE IN MCALESTER

\_\_\_\_\_  
Justin Few  
President

ATTEST

\_\_\_\_\_  
Tabetha Howell  
Secretary



## **FY 2016-2017 GOALS AND OBJECTIVES**

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**OBJECTIVE:** Maintain and grow the Pride In McAlester Organization.

**GOAL:** Average at least 15 volunteers assisting with each PIM Activity

**GOAL:** Build membership base to 85.

**GOAL:** Host Annual Awards Banquet and award members for outstanding service.

**GOAL:** Host monthly luncheon for membership and community member outreach.

**GOAL:** Research, apply, manage, and report on grants to support community enhancement and organizational operations.

---

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

**GOAL:** Have 12 radio interviews and 5 public service announcements.

**GOAL:** Work with print news media by sending regular press releases about activities.

**GOAL:** Promote every PIM events and initiatives through at least two social media outlets.

**GOAL:** Send monthly newsletters and regular updates via email and continue to grow the email recipient list.

**GOAL:** Give at least one presentation every quarter at various civic organizations, businesses, and other groups as available.

**GOAL:** Prepare and distribute Pride In McAlester brochures.

---

**OBJECTIVE:** Work with educational institutions and organizations

**GOAL:** Give at least one presentation per semester at schools and organizations working with children.

**GOAL:** Participate in school workshops twice a year.

**GOAL:** Coordinate, participate in, and support locker cleanouts at appropriate MPS locations.

**GOAL:** Develop and distribute flyers and posters on sustainability, community clean ups, and recycling.

**GOAL:** Support and award the Pride In McAlester Scholarship.

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

**GOAL:** Work on at least 3 community areas in need of paint or other upgrades per year.

**GOAL:** Organize 8 community volunteer days to address and complete painting and other improvements in community areas.

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

**GOAL:** Paint at least 30 fire hydrants.

---

**OBJECTIVE:** Promote and encourage recycling.

**GOAL:** Prepare and distribute 200 McAlester Recycling Center Brochures per year.

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

**GOAL:** Work with volunteers, waste haulers, recycling partners, businesses, and city officials towards the improvement of recycling options in the McAlester Community.

**GOAL:** Work to explore and make recommendations towards curbside recycling.

---

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

**GOAL:** Host Fall Cleanup including bulk waste, tires, electronics recycling and scrap metal.

**GOAL:** Host Spring Cleanup including bulk waste, tires, scrap metal, Household Hazardous Waste, Electronics Recycling and Prescription Drug Disposal.

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

**GOAL:** Develop and relaunch the Adopt-A-Block program.

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

**GOAL:** Promote America Recycles Day

**GOAL:** Carry out Great American Cleanup™ activities.

**GOAL:** Conduct a Holiday Recycling Drive.

**GOAL:** Paint at least one building for Fresh Paint Days.

**GOAL:** Conduct an Arbor Day Activity

**GOAL:** Conduct a National Planting Day Activity

---

**OBJECTIVE:** Work with and maintain membership with other organizations.

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

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

**GOAL:** Maintain participation and membership with the Oklahoma Center for Nonprofits.

**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 the activities of other organizations working towards beautification and sustainability.

## **Pride In McAlester 2016-2017 Budget**

### **Revenue**

Donations & Miscellaneous Fundraisers

\$	10,00.00
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Grants & Sponsorships

\$	5,000.00
----	----------

McAlester City Contract

\$	60,000.00
----	-----------

Membership

\$	2,500.00
----	----------

### **Total Revenue**

\$	77,500
----	--------

### **Operating Expenses**

Advertising

\$	1,000.00
----	----------

Facilities and Equipment

\$	13,000.00
----	-----------

Office Supplies

\$	1,000.00
----	----------

Payroll and Expenses

\$	40,000.00
----	-----------

Travel Expenses

\$	1,000.00
----	----------

Project Expenses

\$	25,000.00
----	-----------

### **Total Expenses**

\$	81,000
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### **Net Loss**

\$	3,500
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With this request we ask for your commitment for the fiscal 2016-2017 year.



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016

Department: City Manager

Prepared By: Peter Stasiak

Date Prepared: June 6, 2016

Item Number: Consent Agenda L

Account Code:

Budgeted Amount:

Exhibits: 1

### Subject

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.

### Recommendation

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

### Discussion

### Approved By

Department Head

City Manager

P. Stasiak

Initial

Date





# McALESTER MAIN STREET

☞ From Old Town to Downtown ☞

119 E Choctaw Ave., Ste 104 • McAlester, OK • (918) 423-8888 • [mcalestermainst@att.net](mailto:mcalestermainst@att.net)

## **Design**

Maintain the parklet and pocket park in Old Town and downtown

Conduct a fundraising campaign for a Master Streetscape plan

*McAlester Main Street is still seeking funding for a Master Streetscape plan. Our goal is to raise \$25,000 in private funding by the end of the next fiscal year.*

## **Economic Reconstruction**

Implement business recruitment program for vacant buildings Downtown.

*McAlester Main Street created a Downtown Business Recruitment Packet to be distributed by the Economic Restructuring Committee.*

Work with the City of McAlester to find use for the underground tunnel system to attract tourist.

## **Organization**

Generate \$12,000 through membership dues and \$8,000 through fundraising activities

*McAlester Main Street anticipates reaching this membership goal with our Board Members membership drive coming this summer.*

Host or Co-host Cruise Night, Main Street Banquet, Bingo Night, and Trick or Treat Party in the Street

Obtain a 501(c)3 status

## **Promotion**

Host or Co-host Crazy Days, CultureFest, and the Christmas Parade.

Work with Christmas on the Hill committee to expand the event to Downtown to directly benefit Main Street Merchants.


Continue to expand marketing efforts for our Main Street member businesses

Assist with Wild West Festival

Finish the process to install way finding signage for both districts

Create a new website

	Requested Ending June 2017		Approved Ending June 2016		Budget Ending Feb 29		Actual Ending Feb 29	
	Cash	In Kind	Cash	In Kind	Cash	In Kind	Cash	In Kind
<b>Salary and Wages</b>								
Base Salary	26,200		26,200		17,467		18,308	
Taxes/benefits	4,413		4,413		2,942		1,448	
<b>Office Expenses</b>								
Rent & Utilities	2,198		2,198		1,465		1,425	
Equipment	200		200		133			
Office Supplies	500		500		333		406	
Telephone/Internet	1,800		1,800		1,200		113	
Car Allowance	1,200		1,200		800		600	
Contingency	250		250		167			
Accounting Services		5,575		5,575	-	3,717		4,736
<b>Professional Development</b>								
Conference/Travel	3,500		3,500		2,333		921	
<b>Other Expenses</b>								
Printing/Publications	700		700		467			
Promotion/Advertising	2,000		2,000		1,333		1,520	
CultureFest	1,500		1,500		1,000			
Postage	200		200		133		18	
Insurance	1,631		1,631		1,087		1,123	
Membership Dues	450		450		300			
Other Expenses	206		206		137			
<b>Committee Expenses</b>								
Executive Committee	150		150		-		378	
Fundraising/Membership	1,700		1,700		100		1,100	
Promotion	1,500		1,500		1,133		456	
Design	2,000		2,000		1,000			
Economic Restructuring	702		702		1,333			
<b>Total Expenses</b>	53,000	5,575	53,000	5,575	35,333	3,717	27,816	4,736
<b>Revenue</b>								
City of McAlester	30,000		30,000		20,000		19,783	
Membership	14,000		14,000		9,333		5,183	
Fundraising	9,000		9,000		6,000		3,484	
	53,000	5,575	53,000	5,575	35,333	3,717	28,451	4,736
<b>Total Budget</b>		58,575		58,575		39,050		33,187
<b>% City funded</b>		51.22		51.22		51.22		59.61



# McALESTER MAIN STREET

☞ From Old Town to Downtown ☞

119 E Choctaw Ave., Ste 104 • McAlester, OK 74501 • (918) 423-8888 • [mcalestermainst@att.net](mailto:mcalestermainst@att.net)

March 1, 2016

Dear Sirs:

With our request for the 2016-2017 fiscal year, McAlester Main Street would like to review our activities so far in the current fiscal year. Below, we have explained our progress in each area of the Main Street Four Point Approach:

## Organization

McAlester Main Street fundraisers included Trick or Treat on the Street, Wild West Festival and Cruise Night, Main Street has raised \$3,484.13 through the end of February.

McAlester Main Street has raised \$5,183.36 in memberships as of February 29, 2016.

## Promotion

McAlester Main Street is continuing to grow in awareness with our use of social media, McAlester Radio and McAlester News Capital. Main Street is also putting together a new and improved Shopping and Dining Guide to be handed out to businesses and hotels throughout McAlester knowing that hundreds of people stay evenings in hotels the guides will direct them and their families to both our districts.

McAlester Main Street Promotion committee hosted or co-hosted several activates to promote Downtown and Old Town such as the *Wild West Festival, Crazy Days, Christmas Parade, Armed Forced Day Parade, CultureFest, Lunch Bunch, Cookie Tour, and Cash Mob.*

Promotional events are a huge part in the contributing to the Historic Districts. Main Street's Lunch Bunch has been very successful in helping show our Main Street member restaurants that we support them. We promote each restaurant every month and have had an average of 15 people at our event.

Kelly Yadon from Oklahoma Main Street came for a social media workshop hosted Downtown in the Aldridge Hotel ballroom with an attendance of 9 business owners. The workshop helped several businesses create or update Facebook pages that have helped promote the Historic Downtown tremendously.

## Design

McAlester Main Street Design committee partnered with the City of McAlester to install the Old Town Pocket Park. The Pocket Park was place in-between two building in Old Town in a vacant alley. The Old Town Pocket demonstrates how was can revitalize an unused space. Things such as the Pocket Park bring a fresh new energy to the Historic District without taking away the integrity of the space.

Main Street Design committee is still currently working on a *streetscape design plan* to present to the City of McAlester to improve intersections of 1<sup>st</sup> and Choctaw and 2<sup>nd</sup> and Choctaw.

McAlester Main Street spear headed the effort that resulted in McAlester's Downtown being listed in the **National Historic Register as an official Historic Downtown**. We are still currently working with the State Preservation Office to include Old Town as well.

#### **Economic Reconstruction**

Economic Reconstruction committee worked with property owners Downtown and in Old Town for Mixed-used development zoning for Downtown and Old Town Loft Apartments which was approved by City Council last year with the stipulation of each Loft having a sprinkler system. We are continuing to find a way to connect the buildings to the main water source downtown. We look forward to Loft Apartments coming soon.

McAlester Main Street looks forward to continued progress in the upcoming year, and we request continued partnership with the City of McAlester to move forward and improve our community. Please find the enclosed objectives for the upcoming fiscal year, our proposed contract, and a request of \$30,000 for the 2016-2017 fiscal year.

Thank you very much for your support.

Respectfully,

Board of Directors  
McAlester Main Street Association



# McALESTER MAIN STREET

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## **Design**

Maintain the parklet and pocket park in Old Town and downtown

Conduct a fundraising campaign for a Master Streetscape plan

*McAlester Main Street is still seeking funding for a Master Streetscape plan. Our goal is to raise \$25,000 in private funding by the end of the next fiscal year.*

## **Economic Reconstruction**

Implement business recruitment program for vacant buildings Downtown.

*McAlester Main Street created a Downtown Business Recruitment Packet to be distributed by the Economic Restructuring Committee.*

Work with the City of McAlester to find use for the underground tunnel system to attract tourist.

## **Organization**

Generate \$12,000 through membership dues and \$8,000 through fundraising activities

*McAlester Main Street anticipates reaching this membership goal with our Board Members membership drive coming this summer.*

Host or Co-host Cruise Night, Main Street Banquet, Bingo Night, and Trick or Treat Party in the Street

Obtain a 501(c)3 status

## **Promotion**

Host or Co-host Crazy Days, CultureFest, and the Christmas Parade.

Work with Christmas on the Hill committee to expand the event to Downtown to directly benefit Main Street Merchants.

Continue to expand marketing efforts for our Main Street member businesses

Assist with Wild West Festival

Finish the process to install way finding signage for both districts

Create a new website

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and McAlester Main Street Association,, Inc., a non-profit corporation ("MMSA"). In this Contract, either the City or MMSA may also be referred to individually as a "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City of McAlester having been selected as an Oklahoma Main Street Community and desiring to promote and assist McAlester Main Street Association, Inc. in attaining the goals and objectives of such program which are intended to accomplish the economic and commercial development and revitalization of the geographic commercial district, as designated in its plan, hereinafter referred to as the "District", resulting in increased retail sales tax revenues, among other benefits, and to better inform business owners, entrepreneurs, developers and government officials; and

**WHEREAS**, MMSA possesses the knowledge, skills and ability to assist the City in achieving these goals and objectives.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. MMSA will engage in those activities on behalf of the City in order to achieve the economic and commercial development and revitalization of the "District" and, to promote the general welfare of the community and its citizens.
- B. MMSA will provide technical assistance on behalf of the City to promote and accomplish its announced purpose, goals and objectives to the benefit of the City.
- C. The City and MMSA will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MMSA's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MMSA shall provide an action plan to the City within 60 days after the effective date of this Contract and update periodically as appropriate.
- E. MMSA will provide written reports to the City as requested that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.
- F. The City will independently monitor MMSA's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. MMSA will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. MMSA will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

## **2. PAYMENT FOR SERVICES**

- A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a minimum amount of \$30,000 during the term of this Contract in monthly payments of \$2500.00 to assist MMSA in accomplishing its goals.
- B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

## **3. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this Contract shall be July 1, 2016, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2017, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to MMSA, it shall be addressed to MMSAS then known address.

If notice is sent to the City, it shall be  
addressed to: City Clerk City of McAlester  
City Hall First and Washington McAlester, OK  
74501

- E. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

## **4. ASSURANCES AND WARRANTIES**

- A. MMSA warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

B. MMSA shall be solely responsible for all costs and expenses incident to the performance of all services for the City.

C. MMSA shall solely control, direct and supervise all MMSA employees with respect to all obligations under this Contract. MMSA will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MMSA or any MMSA employee. All MMSA employees assigned to provide services under this Contract by MMSA shall, in all cases, be deemed employees of MMSA and not employees, agents or subcontractors of the City.

MMSA shall indemnify and hold the City harmless for all claims against the City by any MMSA employee, arising out of any contract for hire or employer-employee relationship

between MMSA and any MMSA employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind. Further, MMSA indemnifies City against any claim or action arising from any negligent act committed by MMSA or its employees.

D. Nothing in this Contract is intended to authorize MMSA to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or noncash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

## **5. INDEMNIFICATION**

A. MMSA shall indemnify and hold the City harmless from any and all Claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of MMSA or its employees.

B. MMSA shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.

C. MMSA waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any claim brought against the City suffered by a MMSA employee.

## **6. GENERAL TERMS AND CONDITIONS**

A. Access and Records. MMSA will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.

B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.



C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if MMSA has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MMSA if the city suspends services under this Section.

D. Compliance with Laws. MMSA shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

E. Conflict of Interest. To avoid any real or perceived conflict of interest, MMSA shall refrain from hiring any person who is presently employed by the City, or relatives of any person who are presently employed by the City. Further, MMSA shall notify the City Council if such persons shall serve in any position or office of MMSA

F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonable accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.

H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.

K. 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. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSA shall

Contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any thereof) The terms and conditions are fully satisfied or expire by their very nature:

- a. "ASSURANCE AND WARRANTIES"
- b. "IDEMNIFICATION"
  - i. "SEVERITY"
  - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the City of McAlester.

OKLAHOMA

CITY OF MCALESTER

A Municipal Corporation

By \_\_\_\_\_

John Browne, Mayor

ATTEST

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

APPROVED AS TO FORM LEGALITY.

\_\_\_\_\_  
William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By \_\_\_\_\_

Carl Gultick, President

ATTEST

\_\_\_\_\_  
Amber Young, Secretary



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 14, 2016</u>	Item Number:	<u>Consent Agenda M</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak, City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 6, 2016</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, receipt of the Permit No. WL000061160310 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,740 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester Project #1, Short Stonewall and Project #2, East Court Ave.

### Recommendation

Staff recommends acceptance of the Permit No. WL000061160310 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,740 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester Project #1, Short Stonewall and Project #2, East Court Ave.

### Discussion

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak



RECEIVED  
MAY 23 2016

BY: .....

SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

May 11, 2016

Mr. Kevin Priddle, Chairman  
McAlester Public Works Authority  
P. O. Box 578  
McAlester, Oklahoma 74502

Re: Permit No. WL000061160310  
City of McAlester, Project #1: Short Stonewall, Project #2: East Court Ave  
Facility No. 1020609

Dear Mr. Priddle:

Enclosed is Permit No. WL000061160310 for the construction of 1,740 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester, Project #1: Short Stonewall, Project #2: East Court Ave, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 11, 2016. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the McAlester Public Works Authority, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

D. Adam Divine, E.I.  
Construction Permit Section  
Water Quality Division

AD/RC

Enclosure

c: Jeff Brents, Regional Manager, DEQ  
MCALESTER DEQ OFFICE  
Robert D. Vaughan, P.E., Infrastructure Solutions Group, LLC





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000061160310

WATER LINES

FACILITY No. 1020609

PERMIT TO CONSTRUCT

May 11, 2016

Pursuant to O.S. 27A 2-6-304, the McAlester Public Works Authority is hereby granted this Tier I Permit to construct 1,740 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester, Project #1: Short Stonewall, Project #2: East Court Ave, located in Sections 1 and 6, T-6-N, R-14-E, Pittsburg County, Oklahoma, in accordance with the plans approved May 11, 2016.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000061160310

WATER LINES

FACILITY No. 1020609

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000061160310

WATER LINES

FACILITY No. 1020609

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink, appearing to read "Rocky Chen", is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

TD





# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 14, 2016</u>	Item Number:	<u>Consent Agenda N</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak, City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 6, 2016</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, a request from the Pittsburg County Chapter NAACP to use the Michael J. Hunter Park, 14<sup>th</sup> and Chickasaw, Oklahoma on Saturday, June 18, 2016 from 8:00am until 5:00 p.m. to hold the Juneteenth Celebration.

### Recommendation

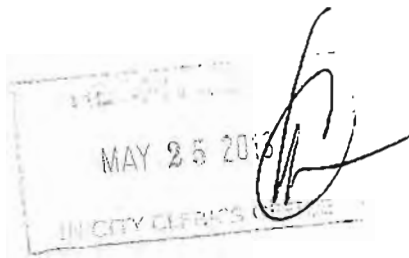
Staff recommends approval of the request from Pittsburg County Chapter NAACP to use the Michael J. Hunter Park to hold the annual Juneteenth Celebration.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	<u>P. Stasiak</u>	<u></u>





P.O.Box 13  
McAlester, OK 74501  
May 25, 2016

McAlester City Council  
City of McAlester Public Library  
1<sup>st</sup> & Washington  
McAlester, OK 74501

Gentlemen,

This letter is our request for approval to use the Michael J. Hunter Park, 14<sup>th</sup> & Chickasaw, McAlester, Oklahoma, on Saturday, June 18, 2016. This is the annual Juneteenth Celebration. The hours will be from 8:00 am until 5:00 pm.

Juneteenth commemorates June 1865 as the day Galveston, Texas and surrounding states received the news of the Emancipation Proclamation of 1863. It is an historical event and is celebrated as an educational investment for our community.

We also would appreciate the City of McAlester proclamation of Juneteenth.

Thank you in advance for your support and assistance.

Sincerely,

Miller Newman  
President, Pittsburg County NAACP  
918-423-6396



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: Consent Agenda O  
Department: \_\_\_\_\_  
Prepared By: John Browne, Mayor Account Code: \_\_\_\_\_  
Date Prepared: June 6, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Concur with the Mayor's appointment of Peter Stasiak to Director of the Association for Landfill Financial Assurance's Board.

### Recommendation

Staff recommends approval of the appointment of Peter Stasiak to Director of the Association for Landfill Financial Assurance's Board.

### Discussion

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak



P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • [www.cityofmcalester.com](http://www.cityofmcalester.com)

June 3, 2016

ALFA  
100 E Street SW, Suite 200  
Ardmore, OK 73401

RE: Appointment of Director

To ALFA Board,

The City of McAlester and the McAlester Public Works Authority has chosen Peter Stasiak to be a director of the Association for Landfill Financial Assurance's board.

Sincerely,

John Browne  
Mayor, City of McAlester



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	Consent Agenda P
Department:			
Prepared By:	Gary Wansick, Chief of Police	Account Code:	
Date Prepared:	June 6, 2016	Budgeted Amount:	
		Exhibits:	2

### Subject

Consider and act upon, approval and adoption of the Leasing Guidelines and Waiver of Liability Release Form to be implemented for the use of the Fox-Sheehan Memorial Firing Range.

### Recommendation

Staff recommends approval and adoption of the Leasing Guidelines and Waiver of Liability Release Form to be implemented for the use of the Fox-Sheehan Memorial Firing Range.

### Discussion

### Approved By

Department Head

City Manager

P. Stasiak

*Initial*

*Date*

CITY OF McALESTER  
FOX-SHEEHAN MEMORIAL FIRING RANGE

**LEASING GUIDELINES**

**EVENT:** \_\_\_\_\_  
**DATE(S):** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_  
**LESSEE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

Use of the Fox-Sheehan Memorial Firing Range is subject to the rules and regulations adopted by the City of McAlester and conditions stated on this Agreement.

The Renter, hereinafter referred to as the Lessee, is permitted to use and occupy the Fox-Sheehan Memorial Firing Range with the dates and times indicated, as set forth in this Agreement.

Subject to such conditions, limitations and restrictions, Lessee may have the use of the City of McAlester's Fox-Sheehan Memorial Firing Range with parking provided as set forth in the current rate schedule on file in the office of the City of McAlester, City Clerk, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee.

This Lease Agreement shall have no force or effect whatsoever until it is signed and returned with deposit, if such is required, and approved and signed by the McAlester Police Department. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

If Lessee wishes to cancel an event, its deposit and/or any payment may be refunded by the City of McAlester's Fox-Sheehan Memorial Firing Range subject to:

- (1) Lessee giving written notice of cancellation to the McAlester Police Department at least sixty (60) days prior to the first date reserved for occupancy; or
- (2) The Agreement being canceled by the McAlester Police Department under any of the rules of operation governing the management of the Fox-Sheehan Memorial Firing Range; or
- (3) The Agreement being otherwise canceled at the request of the McAlester Police Department and with the consent of the Lessee.

Any refund of deposit and/or any payment of this Agreement less than sixty (60) days prior to the scheduled event shall be subject to determination by the McAlester Police Department and based on any adverse effects to the operation of the facility.



CITY OF McALESTER  
FOX-SHEEHAN MEMORIAL FIRING RANGE

**RULES AND REGULATIONS**

- 1) **LOCATION** – Fox-Sheehan Memorial Firing Range
- 2) **PERMITTED GROUPS** – Organizations interested in leasing the Fox-Sheehan Memorial Firing Range do so by contacting the City of McAlester, City Clerk's Office at (918) 423-9300.

Reservations are made on a first come, first served basis. Reservations are confirmed using the standard three (3) year calendar. The reservation calendar will be available for public inspection at all times during the year. No date will be removed from the calendar availability list until the deposit set forth by the City of McAlester has been received in the office of the City Clerk. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposit will be requested so that the day can remain secure. If the first client declines the request for deposit, the second client requesting the date will be required to submit a deposit to secure the date).

Lessee shall comply with all laws of the United States, of the State of Oklahoma, all ordinances of the City of McAlester and all rules and regulations of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws, ordinances, rules and regulations.

The McAlester Police Department reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

- 3) **FOX-SHEEHAN FIRING RANGE RATES** – Lessee of the Fox-Sheehan Memorial Firing Range or any portion thereof, shall pay the rental rate set forth by the City of McAlester as is currently existing or as may be revised hereafter.

At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to the Fox-Sheehan Memorial Firing Range all equipment and property procured from the Fox-Sheehan Memorial Firing Range in a like condition and state of repair as when first occupied or accepted.

- 4) **LEASE CONTRACTS** – A copy of the contract will be provided to the Lessee, who must sign the original before event will be scheduled. Signed Contract and reservation deposit made payable to the City of McAlester should be mailed to:

City of McAlester  
McAlester Police Department  
P.O. Box 578

McAlester, Ok. 74502

Neither Contracts nor any of the rights of the lessee may be assigned, transferred or sublet without consent of the McAlester Police Department.

- 5) **SET-UP REQUIREMENTS** – Set-up sheets will be completed by the Lessee and returned with every Contract. Discussion regarding requirements and related cost for any event must be held with the McAlester Police Department, in writing, at least thirty (30) days before the event. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Fox-Sheehan Memorial Firing Range either prior to, during or subsequent to the use of the facilities by the Lessee, the Fox-Sheehan Memorial Firing Range, the City of McAlester, their agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.
- 6) **WAIVER OF LIABILITY RELEASE FORM** – Lessee must provide a signed Waiver of Liability Release Form to the City of McAlester at least ten (10) days prior to occupying the rented facility.
- 7) **LICENSES** – Lessee shall obtain all permits/licenses required by law ordinances, rules and regulations and provide a copy to the McAlester Police Department at least ten (10) days prior to the event.
- 8) **ADVERTISING** – Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the Fox-Sheehan Memorial Firing Range as is authorized in writing, by the McAlester Police Department. The Lessee may display promotional or advertisement material for an event held at the Fox-Sheehan Memorial Firing Range as long as no materials displayed damages, injuries, mars or in any manner defaces any portion in the facility at the Fox-Sheehan Memorial Firing Range.
- 9) **WAIVER OF RENTAL FEES** – There will be no waiver of rental fees except for those events which are Sponsored or Co-Sponsored by the City of McAlester. Any group requesting a waiver of the current rental fees will be required to obtain City Council approval by having their written request on the City Council Meeting Agenda.



CITY OF McALESTER  
FOX-SHEEHAN MEMORIAL FIRING RANGE

**WAIVER OF LIABILITY RELEASE FORM**

In consideration of the undersigned being permitted to participate in the Fox-Sheehan Memorial Firing Range, the undersigned and the undersigned's heirs, family members, guests, executors, administrators, personal representatives, successors and assigns (collectively the "Undersigned") hereby understands, acknowledges and agrees to the following:

1. The Undersigned is fully aware of the risks and hazards inherent, whether known or unknown, in entering upon and taking part in any activity on the Premises and voluntarily enters and takes part in any activity on the Premises with the knowledge and appreciation of the dangers involved; further, the Undersigned expressly assumes the risk of entering on the Premises and taking part in any activity, recreational or otherwise, on the Premises, including without limitation: handgun, rifle and shotgun shooting; firing live ammunition; observing individuals discharging firearms or other types of weapons; parking; and any other use of or activity on the Premises.
2. The Undersigned hereby releases, waives, and forever discharges and covenants not to sue or make a claim against the City of McAlester, McAlester Police Department, each of their respective affiliates, successors and assigns, officers, managers, volunteers, members, directors, employees, agents, attorneys or representatives, for any and all claims, demands, damages, expenses, causes of action, attachments of property or liability of any kind whatsoever that arise, directly or indirectly from property damage, personal or emotional injury, including partial or total disability, dismemberment or paralysis, or death directly or indirectly resulting from the Undersigned entering or being on the Premises, even if such claims demands, damages, expenses, causes of action,

attachments of property or liability result partially or wholly, or directly or indirectly, from any act or omission to act whether negligent or otherwise, including negligent or omitted first-aid operations or procedures, by the McAlester Police Department, the City of McAlester or his representatives, agents, or employees.

3. The Undersigned certifies that he/she is not prohibited under any Federal or State law from possessing a firearm.
4. The Undersigned acknowledges that the risks and hazards that he/she is assuming may increase or change during the Agreement Term.
5. The Undersigned hereby consents to and authorizes the administration of all emergency medical treatment, or lack thereof, which might be provided or available at the Premises.
6. The Undersigned acknowledges and agrees that he/she/they have read and understands and at all times will abide by all rules and regulations, any rules or procedures applicable to any particular activity, the procedures, safety rules and any and all instructions whether communicated in writing or verbally with respect to the Premises.
7. The Undersigned agrees to indemnify, hold harmless and defend the City of McAlester, McAlester Police Department from any and all fault, liabilities, costs (including costs of any settlement or judgment, costs of court and attorney's fees), expenses, claims, demands and lawsuits directly or indirectly arising out of, related to or connected with the actions or omissions of the Undersigned occurring on the Premises.
8. The Undersigned acknowledges and agrees that this Waiver, Release of Liability and Indemnity Agreement shall be interpreted and enforced under the laws of the State of Oklahoma. The Undersigned hereby expressly understands, acknowledges and agrees

that this Waiver, Release of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma.

9. The Undersigned acknowledges and agrees that this Waiver, Release of Liability and Indemnity Agreement shall be in full force and effective for a period of time commencing on the date executed and ending on the last calendar day of the twelfth (12<sup>th</sup>) calendar month thereafter, (the "Agreement Term"); for the avoidance of doubt, during the Agreement Term this Waiver, Release of Liability and Indemnity Agreement shall be applicable to each and every occasion that the Undersigned enters the Premises.
10. The Undersigned acknowledges and agrees that if any provision of this Waiver, Release of Liability and Indemnity Agreement is held to be invalid, void or otherwise unenforceable, the parties hereto intend that such provision or portion shall remain applicable to the fullest extent permitted by law, and the remaining provisions or portion shall continue and remain in full force and effect.
11. The Undersigned acknowledges and agrees that Sections 1, 2, 7, 8 and 10 shall survive the termination of this Waiver, Release of Liability and Indemnity Agreement.
12. As part of the Waiver, Release of Liability and Indemnity Agreement, the Undersigned releases the Missouri-Kansas-Texas Railroad Company, it's agents and employees, from any and all liability, claims, suits, demands or causes of action which may arise in the use of the railroad access road leading onto the Fox-Sheehan Memorial Firing Range.
13. Nothing in this agreement shall act as a waiver of any of the protections or immunities provided under the Oklahoma Governmental Tort Claims Act. Title 51 O.S. § 151 et. seq.

THE UNDERSIGNED ENTERS INTO THIS WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT WILLINGLY AND VOLUNTARILY, AND UNDERSTANDS THAT BY THIS SIGNATURE THE UNDERSIGNED ASSUMES RISKS AND WAIVES SUBSTANTIAL RIGHTS, AGREEING NOT TO SUE THE CITY OF MCALESTER, MCALESTER POLICE DEPARTMENT AND TO RELEASE AND HOLD THE MCALESTER POLICE DEPARTMENT HARMLESS FROM LIABILITY.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Emergency Contact Name: \_\_\_\_\_  
(First and Last Name)

Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	Consent Agenda Q
Department:		Account Code:	
Prepared By:	Peter Stasiak, City Manager	Budgeted Amount:	
Date Prepared:	June 6, 2016	Exhibits:	1

### Subject

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.

### Recommendation

Staff recommends 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.

### Discussion

### Approved By

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

**THIS WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT** (the "Agreement") is made this **22** day of **April** 2014, between:

**MCALESTER PUBLIC WORKS AUTHORITY**, a public trust organized under the laws of the State of Oklahoma (the "Authority"); and

**SEVERN TRENT ENVIRONMENTAL SERVICES, INC.**, a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator").

## **BACKGROUND**

The Authority desires to hire a professional firm to operate and maintain the Authority's facilities as described in Schedule 2 of this Agreement ("Facilities") and the Operator desires to provide said operations and maintenance services to the Authority.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

### **1) TERM**

1.1 This Agreement shall commence on July 1, 2014 ("Commencement Date") and shall remain in full force and effect until June 30, 2019 (the "Initial Term") unless terminated earlier under Section 8 below. After the Initial Term, the Agreement shall be automatically renewed for successive five (5) year periods unless cancelled in writing by either party at least sixty (60) days prior to the expiration of the then current term.

### **2) SERVICES**

2.1 The services to be provided by the Operator as more fully set out in Schedule 1 (the "Services"). For a period of one (1) year following the Commencement Date, the Operator will evaluate the reduction of the staffed operation of the water plant from the initial staffing of twenty four (24) hours per day. Prior to the implementation of any such reduction, the parties shall negotiate and agree upon any adjustments in the Base Fee (defined below) or the scope of Services. The parties agree that the staffing of the Facilities must be sufficient to perform the Services and to comply with Applicable Law.

2.2 The Operator shall:

2.2.1 perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities, exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.

2.2.2 use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities and Applicable Law;

2.2.3 perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by Applicable Law. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water, or shall be in accordance with testing requirements of Applicable Law;

2.2.4 subject to the limitations in Sections 3 and 6, below, perform the routine maintenance tasks set out in Schedule 1.

2.2.5 maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Authority a monthly report, delivered to the Authority the following month, including a narrative and summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and Maintenance Limit) and data required for monthly reporting to local, state and federal agencies.

2.3 Notwithstanding Section 2.2.1 above, beginning immediately upon the date this Agreement is executed and until the date of issuance by the Operator of a written certificate of acceptance pursuant to Section 2.3.2 below, Operator shall manage and operate the Facilities by utilizing its best efforts to meet the requirements of the Facilities' environmental permits and licenses. During this period, in the event that any raw water cannot be properly treated using the processes and equipment provided at such Facility, the Operator shall not be responsible for compliance with the applicable environmental permit or with any other relevant provision of Applicable Law, or for any other consequence resulting therefrom, including, without limitation, any resulting fines, penalties or damages, except for those caused by Operator's negligence. To the extent that both the Authority and Operator are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim against the Authority for damages or fines arising from the operation and maintenance of the Facilities, then in such event, the Authority and Operator shall each be responsible for the portion of the liability equal to its comparative share of the total negligence.

2.3.1 Within sixty (60) days after the completion of the Capital Improvements performed in accordance with Section 12 below, which are expected to include Capital Improvements identified in an engineering report on the condition of the Facilities that is being prepared by Tetra Tech (a firm retained by the Authority), the Operator shall determine whether it accepts those compliance obligations specified in Section 2.2.1 above. This acceptance determination shall be based on the following criteria: (i) whether, based on reasonably available information, the individual components of the upgraded Facilities may be reasonably judged to be capable of performing to their stated design criteria and specifications; and (ii) whether, as a whole, based on reasonably available information, the upgraded Facilities may be reasonably judged to be capable of treating all anticipated raw water to be delivered to the Facilities in full compliance with Applicable Law.

2.3.2 The Operator's acceptance of the compliance responsibilities described in Section 2.3.1 above shall be signified by issuing a written certificate of acceptance that has been signed by

Operator's signatory to the Agreement, or his duly authorized designee. Such acceptance by the Operator shall not be unreasonably withheld.

2.3.3 In the event that Operator is unwilling to issue a written certificate of acceptance in accordance with Section 2.3.2 above, Operator shall issue a written notice to the Authority specifically delineating its reasons for refusing to accept the compliance responsibility for the Facilities. Following such notice, the parties shall negotiate in good faith for a period of not less than ninety (90) days or until reaching concurrence to set a schedule for the Authority to cure such deficiencies at the Facilities, or in the alternative, following such negotiation period, the Authority will have the right to cancel this Agreement in its entirety.

2.4 For the duration of this Agreement, the Authority hereby grants the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities under Authority's ownership and which have been assigned by Authority to the Facilities.

2.5 The Operator shall provide all calculations to the Authority to determine whether or not the Baseline Conditions have been exceeded on an annual basis as of each Adjustment Date.

### **3) REPAIRS AND MAINTENANCE**

3.1 The Operator shall be responsible for all Annual Maintenance Expenditures up to the aggregate Annual Repair and Maintenance Limit. Any and all costs in excess of the Annual Repair and Maintenance Limit shall be the responsibility of the Authority.

3.2 Except in the case of an Emergency Event, the Operator shall obtain the prior written approval of the Authority for any single maintenance-related expense which shall cost more than two thousand dollars (\$2,000.00). When the Operator determines that an Emergency Event exists, it may begin immediately taking any necessary action, without the Authority's prior approval. Any costs incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the Authority's subsequent review and approval.

3.3 Should these expenditures exceed eighty percent (80%) of the Annual Repair and Maintenance Limit prior to the end of any Agreement Year, the Operator shall notify the Authority and the parties will meet to mutually agree on necessary procedures to ensure this function is funded through the remainder of that Agreement Year.

3.4 Operator shall maintain up-to-date financial and accounting records as they apply to the Annual Maintenance Expenditures. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Authority within thirty (30) days of Authority's written request.

3.5 The Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Limit. Any portion of the Annual Maintenance Limit that has not been spent at the end of the Agreement Year will be reimbursed to the Authority within thirty (30) days of the end of the Agreement Year.

### **4) CHEMICALS**



4.1 The Operator shall be responsible for all the cost of chemicals utilized in the performance of the Services up to the aggregate Annual Chemical Limit. Any and all costs in excess of the Annual Chemical Limit shall be the responsibility of the Authority.

4.2 Operator shall maintain up-to-date financial and accounting records as they apply to the expenditures credited towards the Annual Chemical Limit. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Authority within thirty (30) days of Authority's written request.

4.3 Should these expenditures exceed eighty percent (80%) of the Annual Chemical Limit prior to the end of any Agreement Year, the Operator shall notify the Authority and the parties shall meet to mutually agree on necessary procedures to ensure this function is funded through the remainder of that Agreement Year.

4.4 The Operator will track those expenditures incurred against the Annual Chemical Limit. Any portion of the Annual Chemical Limit that has not been spent at the end of the Agreement Year will either be credited against the following year's Base Fee or reimbursed to the Authority within thirty (30) days of the end of the Agreement Year.

## 5) **ELECTRICITY**

5.1 The Operator shall be responsible for all costs of consumption of electricity at the facilities up to the aggregate Annual Electricity Limit. Any and all costs in excess of the Annual Electricity Limit shall be the responsibility of the Authority.

5.2 Operator shall maintain up-to-date financial and accounting records as they apply to the expenditures credited towards the Annual Electricity Limit. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Authority within thirty (30) days of Authority's written request.

5.3 Should these expenditures exceed eighty percent (80%) of the Annual Electricity Limit prior to the end of any Agreement Year, the Operator shall notify the Authority and the parties will meet to mutually agree on necessary procedures to ensure this function is funded through the remainder of that Agreement Year.

5.4 The Operator will track those expenditures incurred against the Annual Electricity Limit. Any portion of the Annual Electricity Limit that has not been spent at the end of the Agreement Year will either be credited against the following year's Base Fee or reimbursed to the Authority within thirty (30) days of the end of the Agreement Year.

## 6) **AUTHORITY OBLIGATIONS**

6.1 The Authority shall:

a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Authority's Permits;

- b) arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facility, including, water, gas, internet services and telephone usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from raw water or pollutant loads exceeding the Baseline Conditions; (v) for the retention of the accounts for electricity in the Authority's name in order to retain most advantageous rates; and vi) all Capital Improvements;
- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Authority's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;
- d) during visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Operator;
- e) maintain all water lines, pipes, and all other water transportation lines ("Authority Lines"), in a manner that will prevent, to the extent practicable, any damage to the operation of the Facilities due to leakage of water from such Authority Lines;
- f) perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement;
- g) provide for all treatment and disposal of Process Residue as deemed necessary by the Operator for the proper operation of the Facilities in accordance with industry standard practices and Applicable Law;
- h) perform all distribution system flushing with input from the Operator regarding water quality analysis;
- i) provide for generator fuel for both the fixed and portable generators in case of unplanned emergency operation;
- j) provide all scheduled public notices (annual CCR, etc.) with operational information provided by the Operator;
- k) provide all major storage tank maintenance, painting and repair;
- l) provide all equipment currently in place at the water treatment plant including tools, lab equipment, tractors, and mowing equipment; and

## **7) FEES AND PAYMENT**

7.1 For the period beginning on the Commencement Date, the Authority shall pay the Operator an annual fee (the "Base Fee") as set out in Schedule 5. The amount of the Base Fee shall be increased on each Adjustment Date in accordance with the formula set forth in Schedule

5. In no event shall the Base Fee be reduced by virtue of the formula. The calculation of the revised Base Fee, as well as the Annual Repair and Maintenance Limit, the Annual Chemical Limit, and the Annual Electricity Limit by the Operator shall occur on or before each May 30<sup>th</sup> during the term of this Agreement and such calculations shall be promptly transmitted to the Authority.

7.2 Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1½%) per month from the original due date and until payment is received.

7.3 In the event of a change in the Services or Applicable Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Authority and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the Agreement may be terminated immediately by either party.

7.4 That the Operator shall not reduce services to be performed under this Agreement without mutual agreement. Reduction of the overall scope of Services performed by the Operator under this Agreement may not, over the entire term of this Agreement, reduce the Base Fee by an amount greater than twenty five percent (25%) of the Base Fee as of the Commencement Date.

## **8) TERMINATION**

8.1 Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently.

8.2 In the event of the termination of this Agreement under 8.1 above, the Authority shall pay the Operator for the Services provided and invoiced by Operator up to the effective date of termination plus the unamortized balance of any Capital Improvements financed or paid for by the Operator as reflected on Operator's financial statements. Payment shall be made within thirty (30) days of the date of the Authority's receipt of applicable invoices or the balance of any qualifying Capital Improvements referenced herein.

## **9) FINES, INDEMNIFICATION AND LIMITATION**

9.1 In the event that water treatment violations occur following the Commencement Date, subject to Sections 2.3 and 13.6, the Operator shall, in respect of violations that may be imposed by Applicable Law, be responsible for: fines, penalties, or damages; and/or ii) admitting its fault. Prior to settlement or payment of any such fines, penalties or damages, the Operator reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

9.2 If the Facilities loading exceed its design parameters or if the raw water contains: i) abnormal, toxic or other substances which cannot be removed or treated by the existing Facilities; or ii) discharges which violate applicable water ordinances, the Operator will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated treated water characteristics or damages, fines or penalties which result.

9.3 The Operator shall defend, indemnify and hold harmless the Authority and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury and/or property damage, to the extent caused by the willful or negligent acts or omissions of the Operator. That the Authority shall hold harmless the Operator and their respective successors and assigns against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party for wrongful death, bodily injury and/or property damage, to the extent caused by the willful or negligent acts or omissions of the Authority.

9.4 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

9.5 Unless prohibited by law, the Operator's liability for claims covered by the insurance provided pursuant to Section 10 below shall be limited to the insurance policy limits set out in Section 10.

## 10) INSURANCE

10.1 The Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:

10.1.1 Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and

10.1.2 Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and

10.1.3 Automobile Liability Insurance with a combined single limit in the amount of one million dollars (\$1,000,000).

10.1.4 Contractor's pollution liability insurance with a limit of two million dollars (\$2,000,000) per claim and aggregate.

10.2 The Operator will name the Authority as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by the Authority arising as a result of

Authority's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Authority's proportionate degree of negligence or fault. Operator agrees to provide the Authority with thirty (30) days' notice prior to cancellation of any policy hereunder. The Operator will provide the Authority with insurance certificates confirming the levels of coverage in Section 8.1 and that the Authority is named as an additional insured.

10.3 The Authority warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

## **11) DISPUTES**

11.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

## **12) INITIAL CAPITAL IMPROVEMENT AND PROFESSIONAL SERVICES PROJECTS**

12.1 During negotiations leading to this Agreement and as part of the proposal submitted by the Operator to operate and maintain the Facilities, the Operator has agreed to make certain improvements and/or modifications to the Facilities in order to address certain deficiencies identified by the Operator, enhance efficiency and improve compliance with Applicable Law (the "Initial Capital Improvement and Professional Services Projects").

12.2 The Initial Capital Improvement and Professional Services Projects program (the "Program") may include, but is not limited to the items listed in Schedule 7. These items will be finalized with mutual agreement between the Operator and the Authority prior to implementation.

12.3 The Operator agrees to expend/incure up to approximately four hundred twenty-five thousand (\$425,000) dollars in costs on the Program, but in no event shall the cost of the Program exceed such amount without mutual agreement and the Authority's prior written consent. The Initial Capital Improvement and Professional Services Projects costs shall include the cost of all engineers and subcontractors hired by the Operator, the cost of materials, supplies, tools, equipment, insurance, bonding expenses, plus an agreed-upon allocation of five percent (5%) of the total of all such costs and expenses towards the Operator's oversight and management of the Services. Upon the completion of the Program, the Operator shall provide the Authority with full accounting and backup information by line item to substantiate and establish the actual costs incurred by the Operator for the Initial Capital Improvement and Professional Services Projects. Any disagreement regarding such costs shall, where appropriate and feasible, be resolved in accordance with the provisions of Section 11 hereunder.

12.4 The Operator shall, within ninety (90) days of the Commencement Date, present the Program and a schedule for the implementation of same for the Authority's review and approval, which shall not be unreasonably withheld or delayed.

12.5 The Authority shall reimburse the Operator for the actual cost of the Initial Capital Improvement and Professional Services Projects. The Authority shall make such reimbursement payments (the "Reimbursement Payments") to the Operator in equal monthly installments commencing on the last day of the first month immediately following the completion of the Program (but in no event earlier than nine months from the Commencement Date) over the period of one-hundred and twenty (120) months. The actual amount of the Reimbursement Payments shall be calculated by utilizing a self-amortization loan schedule, bearing fixed interest at the rate of five percent (5%) per annum and amortized in full over the designated reimbursement period. In the event of a disagreement between the parties regarding the actual cost of any or all of the Initial Capital Improvement and Professional Services Projects, the Reimbursement Payments shall be based on the amount not in dispute; provided however that if it is finally determined (in accordance with Article 11 herein or through a judicial process as provided in this Agreement) that a portion or all of the disputed amounts are proper costs that should have been included in the calculation of the Reimbursement Payments, the Authority shall pay the Operator all such improperly disputed amounts in one lump sum payment within thirty (30) days of such final determination together with interest accruing thereon from the due date of the first Reimbursement Payment at the rate of five percent (5%) per annum.

12.6 In the event of the non-renewal or an early termination of this Agreement for any reason, the Authority shall be obligated to pay the Operator an amount (the "Early Termination Amount") in order to reimburse the Operator for the unpaid cost of the Initial Capital Improvement and Professional Services Projects. If this Agreement is terminated prior to the due date of the first Reimbursement Payment, the Early Termination Amount shall equal to the total cost incurred by the Operator prior to the effective date of such termination calculated in accordance with Section 12.5 above. If this Agreement is terminated subsequent to the due date of the first Reimbursement Payment, or in the event of the non-renewal of this Agreement, the Early Termination Amount shall equal the figure on the self-amortization loan schedule described in Section 12.3 above reflecting the unpaid principal balance remaining as of the day that the termination/non-renewal of the Agreement becomes effective plus all improperly disputed Initial Capital Expenditure Program costs, if any.

12.7 Title to all equipment, fixtures and/or other items purchased under the Initial Capital Improvement and Professional Services Projects shall vest with the Operator until the earlier of the following events: (a) the payment of the Early Termination Amount, or (b) the full payment to the Operator for any such project, at which time such title to those items associated with such individual project shall automatically pass to the Authority.

### **13) MISCELLANEOUS**

13.1 The relationship of the Operator to the Authority is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Authority, the relationship of principal and agent,

joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

13.2 This Agreement contains the entire agreement between the Authority and the Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by both parties.

13.3 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

13.4 Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement.

13.5 Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13.6 A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

13.7 The Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the Authority is located.

13.8 In the event that the Authority receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Authority shall give the Operator prompt notice of such proceedings and shall inform the Operator in advance of all hearings. In the event the Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Operator shall give Authority prompt notice of such proceedings.

13.9 All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

Severn Trent Environmental Services, Inc.  
580 Virginia Drive  
Suite 300  
Fort Washington, Pennsylvania 19034

The McAlester Public Works Authority  
P.O. Box 578  
McAlester, OK 74502  
Attn: City Clerk

13.10 Defined terms in this Agreement are set out in Schedule 3 or within the main body of this Agreement, within quotation marks.

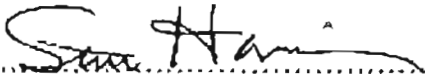
13.11 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

13.12 This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

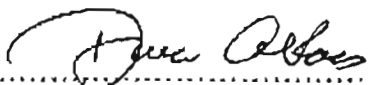
13.13 Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

**MCALESTER PUBLIC WORKS AUTHORITY:**

By:   
Title: Mayor

**SEVERN TRENT ENVIRONMENTAL SERVICES, INC.**

By:   
Title: V.P.



## **Schedule 1: The Services**

The Services include:

- (a) production of treated water as reasonably necessary to meet demand for water by the Authority's customers, as well as using reasonable efforts to maintain operationally appropriate water storage capacity levels in all water storage facilities in the distribution system;
- (b) routine preventive maintenance of the Facilities;
- (c) repair and replacement of the Facilities' equipment;
- (d) laboratory testing and analysis; and
- (e) preparation and prompt delivery of all applicable and required filings, including reports, to Authority and to regulatory agencies as prescribed by Applicable Law; and
- (f) mowing and minor ground maintenance

### **Routine preventive maintenance**

- (i) routine preventive maintenance in accordance with the operators experience, acceptable industry practice and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
- (ii) routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
- (iii) clean and lubricate equipment;
- (iv) make equipment inspections and needed adjustments;
- (v) perform building and grounds janitorial services for the Facilities and cleaning of all equipment and vehicles;
- (vi) perform minor, non-licensed plumbing and electrical maintenance;
- (vii) maintain vehicles and light duty service trucks necessary for daily operations;
- (viii) perform all minor, non-licensed, non-specialized maintenance of the Facilities' instrumentation, including instrumentation provided to the Operator by the Authority under this Agreement;
- (ix) schedule and track all preventative and corrective maintenance and perform spare parts inventory control in accordance with standard industry practice.

## **Schedule 2: The Facilities**

### **1 Water Supply**

The main raw water supply is Lake McAlester, a 2000 acre lake located about 1.7 miles northwest of the water plant.

### **2 Water Treatment Plant**

The water treatment plant, located at 5200 Waterworks Road. The water treatment plant is operated under Permit #1020609.

### **3 Storage Tanks**

The following storage tanks are included in the Facilities:

- a. Seminole Tank
- b. Buffalo Tank
- c. Carl Albert Tank
- d. Skyline Tank
- e. Taylor Industrial Park Tank

### **5 Booster Stations**

The following booster stations are included in the Facilities:

- a. KFC Station
- b. Summit Ridge

### **Schedule 3: Definitions**

*"Abnormal or Biologically Toxic Materials"* may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water.

*"Adjustment Date"* means each July 1<sup>st</sup> during the term of this Agreement, except that the first Adjustment Date shall be July 1, 2015.

*"Agreement Year"* means any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on July 1<sup>st</sup> and ends on the following June 30<sup>th</sup>.

*"Annual Maintenance Expenditures"* means the total of all expenses incurred annually by the Operator in connection with the performance of its maintenance responsibilities under this Agreement. The Annual Maintenance Expenditures shall: i) exclude Operator's direct labor expenses and related benefits for its personnel assigned exclusively to the operations and maintenance of the Facilities and whose cost is included in the Base Fee; ii) include, but not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's overtime costs and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate.

*"Annual Chemical Limit"* means the total of all Annual Chemical Expenditures in an amount up to a maximum of the amount in Schedule 5 for the first Agreement Year. For each Agreement Year thereafter, the Annual Chemical Limit shall be increased on each Adjustment Date by the Price Index Increase.

*"Annual Electricity Limit"* means the total of all Annual Electricity Expenditures in an amount up to a maximum of the amount in Schedule 5 for the first Agreement Year. For each Agreement Year thereafter, the Annual Electricity Limit shall be increased on each Adjustment Date by the Price Index Increase.

*"Annual Repair and Maintenance Limit"* means the total of all Annual Maintenance Expenditures in an amount up to a maximum of the amount in Schedule 5 for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Limit shall be increased on each Adjustment Date by the Price Index Increase.

*"Applicable Law"* means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Authority's raw and finished water.

*"Authority's Permit(s)"* and/or *"Permit(s)"* means all permits and licenses issued to Authority or the City of McAlester and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 4 of this Agreement.

*"Baseline Conditions"* means the amount of raw water received and/or processed at the Facilities and the maximum pollutant limits contained in such raw water, all as outlined in Schedule 6. The Baseline Conditions shall be reset and adjusted on each and every Adjustment Date to reflect the actual raw water amount and pollutants processed at the Facilities during the Agreement Year just ended.

*"Capital Improvements"* means any modifications, additions or upgrades to the Facilities made by or on behalf of the Authority with its prior approval, and shall include all repair or replacement items with a cost of five thousand dollars (\$5,000.00) or greater..

*"Emergency Event"* means an event which threatens the immediate shutdown of (or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of the Authority and/or the Operator, their employees and/or agents or others.

*"Force Majeure"* means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

*"Non-Processible Water"* is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

*"Price Index"* means the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for all Items, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

*"Price Index Increase"* means the percentage increase between the Price Index in effect as of the month of each and every April 1<sup>st</sup> during the terms of the Agreement over the Price Index in effect as of April 1<sup>st</sup> of the prior Agreement Year, except for the Price Index Increase calculated on the first Adjustment Date, which shall be the percentage increase between the Price Index in effect as of the Commencement Date over the Price Index in effect as of April 1, 2015. The Price Index Increase shall be calculated on or before each and every May 30<sup>th</sup> during the term of this Agreement for the purpose of adjusting the Base Fee, the Annual Repair and Maintenance Limit, the Annual Chemical Limit, and the Annual Electricity Limit as of each Adjustment Date.

*"Process Residue"* means sludge, grit, screenings and any related trash generated by or through the operation of the Facilities.

#### **Schedule 4: Authority's Permits**

Attached is the Authority's Permit to Discharge OPDES No. OKG 380039 which expired 12/31/12. This permit was renewed effective 11/15/12, and a request for this document has been placed with ODEQ central records. This will replace that attached document upon receipt.

As there is no other "permit" in place, the Facility will also be governed by the EPA Safe Drinking Water Act requirements in place at the time of this agreement.



100011-2  
8-1-08

STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

July 28, 2008

David R. Medley, P.E., Utility Director  
McAlester Public Works Authority  
P.O. Box 578  
McAlester, Oklahoma 74502

Re: DEQ Application for Issuance, Permit to Discharge OPDES No. OKG380039  
McAlester Public Works Authority  
Facility ID No. W-20603

Dear Mr. Medley:

Your new OPDES permit authorization is enclosed. The effective and expiration dates of this permit authorization appear on the cover page.

Previous pre-printed Discharge Monitoring Report (DMR) forms may not be consistent with the new permit requirements and there may be delays in receiving updated DMR forms. We are enclosing a blank DMR form (with instructions) which may be copied and used for reporting if necessary prior to receiving updated DMR forms.

Should you have any questions regarding the permit authorization, please contact the Municipal Permits Section at the letterhead address or telephone (405) 702-8100. Should you have any questions regarding compliance with the conditions of this permit, please contact the Municipal Wastewater Enforcement Section at the same address and phone number.

Sincerely,

*Carol Paden*

Carol Paden, P.E., Manager  
Municipal Permits Section  
Water Quality Division

CMP/TK/kw

Enclosures

c: McAlester DEQ Office  
Stan Ketchum, DEQ Regional Manager

**AUTHORIZATION TO DISCHARGE WASTEWATER FROM FILTER BACKWASH  
OPERATIONS AT POTABLE WATER TREATMENT PLANTS  
UNDER THE OKLAHOMA POLLUTANT DISCHARGE ELIMINATION SYSTEM  
GENERAL PERMIT OKG38**

<b>AUTHORIZATION NUMBER: OKG380039</b> <b>FACILITY ID NUMBER: W-20603</b>
--

In compliance with the Oklahoma Pollutant Discharge Elimination System Act (OPDES Act), Title 27A O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder (See OAC 252:605); the Federal Clean Water Act, Public Law 95-217 (33 U.S.C. 1251 *et seq.*), Section 402; and OPDES Regulations (40 CFR Parts 122, 124 and 403),

McAlester Public Works Authority  
Water Treatment Plant (State ID# W-20603)  
P.O. Box 578  
McAlester, OK 74502

is hereby authorized to discharge treated wastewater from filter backwash operations at potable water treatment facility located at approximately:

SW¼ of the NE¼ of Section 14,  
Township 6 North, Range 14 East, Indian Meridian,  
Pittsburg County, State of Oklahoma

to receiving waters:                      Unnamed tributary to Coal Creek, WBID No.:220600020010

at a point located approximately:

Latitude:        34°-59'-40.125" N  
Longitude:      95°-47'-41.149" W

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I, II, and III hereof.

This Authorization replaces and supersedes individual permit No. OK0044393 that became effective on March 1, 2004.

This Authorization shall become effective on January 1, 2008.

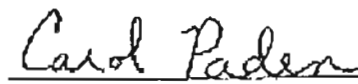
This Authorization shall expire at midnight December 31, 2012.



This is to certify that the proposed wastewater discharges set forth in this Authorization meet the requirements of the Oklahoma Water Quality Standards and the DEQ Rules, provided the permittee does not exceed the effluent limitations set forth in this Authorization.

Issued this 28<sup>th</sup> day of July, 2008.

For the Oklahoma Department of Environmental Quality:

  
\_\_\_\_\_  
Carol Paden, P.E., Manager  
Municipal Permits Section  
Water Quality Division

## PART I

### A. Effluent Limitations and Monitoring Requirements

During the period beginning the effective date and lasting through date of expiration of this Authorization, the permittee is authorized to discharge filter backwash wastewater in accordance with the following limitations:

Pollutants	Discharge Limitations			Monitoring Requirements	
	Mass (lbs/day)	Concentration (mg/l)		Measurement Frequency	Sample Type
	Monthly Avg.	Monthly Avg.	Weekly Avg.		
Flow [50050]	Report (mgd)	---	---	Daily <sup>a</sup>	Instantaneous
Total Suspended Solids (TSS) [00530]	25.0	20	30	1/month <sup>a, b</sup>	Grab
Iron, Dissolved [01046]	1.25	1.0	2.0	1/month <sup>a, b</sup>	Grab
Aluminum, Dissolved [01106] <sup>c</sup>	1.25	1.0	2.0	1/month <sup>a, b</sup>	Grab
Manganese, Dissolved [01056]	1.25	1.0	2.0	1/month <sup>a, b</sup>	Grab
pH [00400]	---	6.5 - 9.0 s.u.		1/week <sup>a, b</sup>	Grab

<sup>a</sup> When discharging.

<sup>b</sup> Readings may be averaged for the month if an individual sample is in excess of the monthly average.

<sup>c</sup> If no alum is used for an entire reporting period, the permittee shall report a value of "zero" for the monthly average and enter "No alum used this reporting period" in the comments section on the DMR for that reporting period.

Mass loadings have been calculated based on a flow of 0.15 mgd which represents 4% of the average water supply capacity (4 mgd) of the facility and the following equation:

$$\text{lbs/day} = 30\text{-day average concentration} \times \text{flow} \times 8.34$$

Samples taken in compliance with the monitoring requirements specified above shall be taken at the discharge from the final treatment unit.

All monitoring and reporting requirements shall also be in compliance with Section III.B of this Authorization

### B. Reporting and Monitoring Requirements

Monitoring results shall be reported in accordance with the provisions of Part III.E.4 of the Authorization. Monitoring results obtained during the previous month shall be summarized and reported on the discharge Monitoring Report (DMR) forms postmarked no later than the 10<sup>th</sup> day of the following month. If no discharge occurs during the reporting period, DMR forms stating "No Discharge" shall be submitted according to the above schedule.

The first report shall be due on August 10, 2008.

Inactivity Status: During months in which there is no activity at the facility, DMR forms stating "No Discharge" shall be submitted for that month.

**PART II  
OTHER PERMIT REQUIREMENTS**

- A. The permittee is hereby given notice that this Authorization is in all respects subject to compliance with and actions under any and all applicable and relevant terms, conditions, provisions and requirements and any and all amendments of the laws of the State of Oklahoma, DEQ Rules, and Oklahoma's Water Quality Standards. The absence of any express reference within this Authorization of any particular statutory requirement, rule(s), regulation(s), or standard(s) shall in no respect be deemed or construed to exempt or preclude the application of such requirement, rule(s), regulation(s), or standard(s), to this permit or the permittee.
- B. This Authorization is subject to reopening and modification to implement additional sampling and limitations for pollutants resulting from sampling required by this Authorization, or by the results of additional sampling required by the DEQ.
- C. All laboratory analyses for the parameters specified in this Authorization must be performed by a laboratory certified by the DEQ for those parameters.
- D. Unless otherwise specified in this Authorization, monitoring shall be conducted according to analytical, apparatus and materials, sample collection, preservation, handling, etc., procedures listed at 40 CFR Part 136 are specifically referenced as part of this requirement. Amendments to 40 CFR Part 136 promulgated after the effective date of this Authorization shall supersede these requirements as applicable.
- E. **Residual Management and Disposal Requirements**
  - 1. Residuals (sludge) shall not be removed from this facility nor shall the facility be closed until a Residuals Management Plan, or Closure Plan if applicable, has received written approval by the Oklahoma Department of Environmental Quality (DEQ). At a minimum, the residuals management plan must demonstrate those residual disposal practices that comply with the DEQ rules governing Residuals Management (OAC 252:626-13). All residuals (sludge) must be handled and disposed of in accordance with all applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants which may be present.
  - 2. The permittee shall give 120 days prior notice to the DEQ of any changes in the residuals (sludge) disposal practice.

### PART III. STANDARD CONDITIONS FOR OPDES MUNICIPAL/DOMESTIC PERMIT

#### SECTION A. Definitions

In addition to the definitions included in the Oklahoma Pollutant Discharge Elimination System Act (OPDES Act), Title 27 O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder (See OAC 212-606); the following definitions shall apply to this permit:

1. "Act" means the OPDES Act as amended.
2. "Applicable effluent standards and limitations" means all state and federal effluent standards and limitations to which a discharge is subject under the Act, including, but not limited to, effluent limitations, standards of performance, toxic effluent standards and prohibitions, and pretreatment standards.
3. "Applicable water quality standards" means all water quality standards to which a discharge is subject under the Act.
4. "Average limitations"
  - a. "7-day average" (or weekly average), other than for coliform bacteria, is the arithmetic mean of the daily values for all effluent samples collected during a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week. The "7-day average" for coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
  - b. "30-day average" (or monthly average), other than for coliform bacteria, is the arithmetic mean of the daily values for all effluent samples collected during a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month. The "30-day average" for coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar month.
5. "Bypass" means the diversion, whether intentional or unintentional, of waste streams from any portion of the collection system or treatment facility.
6. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the sampling day. "Daily discharge" determination of concentrations made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the "daily discharge" determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that sampling day.
7. "Daily maximum discharge limitation" means the highest allowable "daily discharge" during the calendar month.
8. "Environmental Protection Agency" (EPA) means the U.S. Environmental Protection Agency.
9. "Executive Director" means the Executive Director of the State of Oklahoma Department of Environmental Quality (DEQ) or his/her authorized representative(s).
10. "Industrial user" means a nondomestic discharger, as identified in 40 CFR, Part 403, introducing pollutants to a publicly owned treatment works.
11. "Oklahoma Pollutant Discharge Elimination System" (OPDES) means the state program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under the Act.
12. "Oklahoma Department of Environmental Quality" also known as (DEQ), means the State of Oklahoma Department of Environmental Quality.
13. "OPDES Act" means the Oklahoma Pollutant Discharge Elimination System Act, Title 27 O.S. § 2-6-201 *et seq.*
14. "Samples"
  - a. For coliform bacteria, a sample consists of one effluent grab portion collected during a 24-hour period at peak loads.
  - b. "Grab sample" means an individual sample collected in less than 15 minutes.
  - c. "SBR (sequential batch reactor) sample and the various composite samples" are as defined in the OPDES Act, the Oklahoma Environmental Quality Code, rules transferred to or promulgated thereunder by DEQ.

SBR Composite Sample

SBR Sample

A minimum of three aliquots collected from the discharge of a reactor. The first aliquot must be collected no later than  $\frac{1}{4}$  time, the second approximately  $\frac{1}{2}$  time, and the third no earlier than  $\frac{1}{4}$  time from the initiation of a discharge cycle to the stoppage of the discharge cycle. The three aliquots shall consist of equal portions unless the rate of discharge from the reactor varies significantly during the cycle, in which case the measurement of the flow occurring at the time of their collection.

**Single Composite SBR Sample**

One SBR sample collected from each reactor during one discharge cycle and composited proportional to the volume discharged from each of the reactors. The sample from at least one of the reactors shall represent the expected period of peak influent organic loading.

**Two-Cycle Composite SBR Sample**

One SBR sample collected from two consecutive discharge cycles of each reactor and composited proportional to the volume discharged during each cycle of each reactor. The sample from at least one cycle shall represent the expected period of peak influent organic loading.

**Three-Cycle Composite SBR Sample**

One SBR sample collected from three consecutive discharge cycles of each reactor and composited proportional to the volume discharged during each cycle of each reactor. The sample from at least one cycle shall represent the expected period of peak influent organic loading.

- d. "24-hour composite sample" consists of a minimum of 12 effluent portions collected at equal time intervals over the 24-hour period and combined proportional to flow or a sample collected at frequent intervals proportional to flow over the 24-hour period.
  - e. "12-hour composite sample" consists of 12 effluent portions collected no closer together than one hour and composited according to flow. The daily sampling intervals shall include the highest flow periods.
  - f. "6-hour composite sample" consists of six effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) and composited according to flow.
  - g. "3-hour composite sample" consists of three effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) and composited according to flow.
15. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
  16. "Sewage sludge" means the solids, residue and precipitates separated from or created in sewage by the unit processes of a publicly owned treatment works. Sewage as used in this definition means any wastes, including wastes from humans, households, commercial establishments, industries, and storm water runoff, that are discharged to or otherwise enter a publicly owned treatment works.
  17. "Treatment works" means any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage and industrial wastes of a liquid nature to implement the Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works including intercepting sewers, sewage collection systems, pumping, power and other equipment, and their appurtenances, extension, improvement, remodeling, additions, and alterations thereof.
  18. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
  19. "MGD" means million gallons per day.
  20. "mg/l" means milligrams per liter or parts per million (ppm).
  21. "ug/l" means micrograms per liter or parts per billion (ppb).

**SECTION B. Monitoring, Record Keeping, Reporting and Liabilities**

**1. Monitoring**

**a. Site and Frequency**

All monitoring undertaken in compliance with the terms of this permit shall be conducted at the frequency and sample site specified in Part I, Section A of this permit and in accordance with the OPDES Act and the Oklahoma Environmental Quality Code.

**b. Representative Samples**

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

**c. Averaging of Measurements**

Calculations of all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Executive Director in the permit.

d. Additional Monitoring by the Permittee

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures approved under 40 CFR, Part 136 or as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report (DMR). Such increased monitoring frequency shall also be indicated on the DMR.

2. Testing Requirements

a. Methods

All sampling and analytical methods used to meet monitoring requirements specified above shall conform to the Act, 40 CFR, Part 136, and DEQ rules and regulations.

b. Maintenance and Calibration

The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instruments at intervals frequent enough to ensure accuracy of measurements and shall maintain appropriate records of such activities.

c. Quality Control

An adequate analytical quality control program, including the analysis of sufficient standards, spikes, and duplicate samples to insure the accuracy to all required analytical results shall be maintained by the permittee or designated commercial laboratory.

3. Flow Measurements

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to insure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10% from true discharge rates throughout the range of expected discharge rates.

4. Records

a. Contents

Records of monitoring information shall include:

- (1) The date, exact place, and time of sampling or measurements;
- (2) The individual(s) who performed the sampling or measurements;
- (3) The date(s) and time(s) analyses were performed;
- (4) The individual(s) who performed the analyses;
- (5) The analytical techniques or methods used; and
- (6) The results of each analysis.

b. Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original data recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three (3) years from the date of the sample measurement, report, or application. This period may be extended by request of the Executive Director at any time.

5. Discharge Monitoring Reports (DMRs)

All monitoring information required in Part I, Section A of this permit shall be included on DMRs (EPA form 3320-1). Reporting periods shall end on the last day of the month. The reports shall be prepared monthly. The original and one copy shall be submitted to the Oklahoma Department of Environmental Quality at the address shown below no later than the tenth (10th) day of the following month. A copy shall also be submitted simultaneously to the appropriate local DEQ office. All operating records and reports shall comply with the CDDDES Act, the Oklahoma Environmental Quality Code, and the requirements of 40 CFR § 122.41(j).

Water Quality Division  
Oklahoma Department of Environmental Quality  
P.O. Box 1677  
Oklahoma City, OK 73101-1677

## 6 Noncompliance Reports

### a. Twenty-Four Hour Reporting

(1) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. The DEQ shall be notified by calling 1-800-256-2365 or 702-8290 (Oklahoma City Metropolitan Area). A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The report shall contain the following information:

- (a) A description of the noncompliance and its cause;
- (b) The period of noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and,
- (c) Steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

(2) The following shall be included as information which must be reported within 24 hours:

- (a) Any anticipated bypass which exceeds any effluent limitation in the permit;
- (b) Any upset which exceeds any effluent limitation in the permit;
- (c) Any violation of a maximum daily discharge limit for any of the pollutants listed by the Executive Director in Part I, Section A; and,
- (d) Any bypass in the collection system [sanitary sewer overflow (SSO)]

(3) The Executive Director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

### b. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under Part III, Sections B.5 and B.6.a or the reporting requirements of any Schedule of Compliance included in Part I, Section B at the time monitoring reports are submitted. The reports shall contain the information listed at Part III, Section B.6.a.

## 7 Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under the Act.

## 8 Criminal, Civil and Administrative Penalties

Violations of the permit conditions contained in this permit may subject the permittee to state administrative, civil or criminal penalties as set forth in 27A O.S. § 2-6-206 and/or federal penalties as provided for in Title 18 of the United States Code, and regulations promulgated thereon. Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

## SECTION C. Other Conditions

### 1. Permit Application

#### a. Timely Application

Upon timely application for a permit, any prior permit remains in effect until a new one is issued.

#### b. Date of Application

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. The application shall be submitted at least 180 days before the expiration date of this permit unless otherwise authorized by the Executive Director. He or she may grant permission to submit an application less than 180 days in advance but no later than the permit expiration date. Continuation of expiring permits shall be governed by regulations promulgated at 40 CFR § 122.6 and any subsequent amendments.

#### c. Relevant Facts

When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Executive Director, it shall promptly submit such facts or information.

### 2. Changes

#### a. Change in Discharge

##### (1) Anticipated Noncompliance

The permittee shall give advance notice of any planned changes in the permitted facility or activity, which may result in

noncompliance with permit requirements

(2) Municipal Permits

Any change in the facility discharge (including the introduction of any new source or significant discharge or significant changes in the quantity or quality of existing discharges to the treatment system that may result in new or increased discharges of pollutants) must be reported to the permitting authorities. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violations or add to existing violations of the effluent limitations specified herein.

(3) Other Permits

The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- (A) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR § 122.29(b); or,
- (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to all pollutants whether or not they are subject to effluent limitations in the permit.

b. Transfer of Ownership or Control

This permit is not transferable to any person except after notice to the Executive Director. The Executive Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as necessary under the Act.

J. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

K. Duty to Comply

- a. All authorized discharges shall comply with the rules of the DEQ, which are hereby incorporated by reference: the Act and OPDES Regulations, and all provisions, conditions, and requirements included in this permit.
- b. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of applicable state and federal laws and the Act, the Oklahoma Environmental Quality Code and is grounds for enforcement action, for permit termination, revocation and reissuance, or modification, or for denial of a permit renewal application.
- c. The permittee shall comply with effluent standards or prohibitions established under the Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

L. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

M. Duty to Halt or Reduce Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

N. Duty to Provide Information

The permittee shall furnish within a reasonable time, any information which the Executive Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish, upon request, copies of records required to be kept by this permit.

O. Permit Modification, Suspension and Revocation

After notice and opportunity for a hearing, as is required by law, this permit may be modified, suspended, revoked and reissued, or terminated during its term in accordance with 40 CFR §§ 122.62 and 122.64; and Title 27 O.S. § 2-6-201 *et seq.* and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted hereunder (See OAC 252.606). The filing of a request for a permit modification or reissuance, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

P. Proper Operation and Maintenance

- a. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by permittee as efficiently as possible and in a manner which will minimize upset and discharges of excessive



pollutants and will achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of this permit.

- b. The permittee shall provide an adequate operating staff which is duly qualified to carry out operation, maintenance and testing functions required to insure compliance with the conditions of this permit.
- c. Collected screenings, sludges, sludges and other solids shall be disposed of in accordance with the Oklahoma Solid Waste Management Act and in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the state and in compliance with applicable rules of the DEQ.

#### 10. Power Failure

The permittee is responsible for maintaining adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures either by means of alternative power sources, standby generators, or retention of inadequately treated effluent.

#### 11. Upsets and Bypasses

##### a. Upsets

- (1) An upset constitutes an affirmative defense to an enforcement action brought for noncompliance with technology-based permit effluent limitations if the following requirements are met. A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (a) An upset occurred and that the permittee can identify the specific cause(s) of the upset;
- (b) The permitted facility was at the time being properly operated;
- (c) The permittee submitted notice of the upset as required in Part III, Section B.6 of this permit;
- (d) The permittee complied with any remedial measures under Part III, Section C.5.

- (2) Burden of Proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

##### b. Bypasses

- (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

- (a) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the reporting requirements of Part III, Sections C.11.b(1) and (2).

- (b) Bypass exceeding limitations is prohibited, and the Executive Director may take enforcement action against a permittee for bypass, unless

- i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,
- iii. The permittee submitted notices required by Part III, Section B.6.

- (c) The Executive Director may allow an anticipated bypass that exceeds limitations after considering its adverse effects, if he/she determines that it will meet the three conditions listed in Part III, Section C.11.b.(1)(b).

- (2) Unanticipated bypass. The permittee shall, within 24 hours, submit notice of an unanticipated bypass as required in Part III, Section B.6.

#### 12. Percent Removal

For publicly owned treatment works, the 30-day average (or monthly average) percent removal for Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) shall not be less than 85 percent unless otherwise authorized by the permitting authority in accordance with 40 CFR § 133.103. This requirement may be waived in permits containing mass loading limits for BOD and TSS.

13. Right of Entry

The permittee shall allow the Executive Director, and/or his/her authorized representative(s), upon presentation of credentials and such other documents as may be required by the law for:

- a. Enter upon the permittee's premises or other premises under the control of the permittee, where an effluent source is located or may be located or in which any records are required to be kept under the terms and conditions of this permit;
- b. Have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit, or the Act or DEQ rules;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), maintenance, practices or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purpose of assessing permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

14. Toxic Effluent Standards

- a. Notwithstanding Section III.C.8 of this permit, if any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under the Act for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition.
- b. The permittee is prohibited from discharging any toxic substance in a toxic amount.

15. Signatory Requirements

All applications, reports, or information submitted to the Executive Director shall be signed and certified.

- a. All permit applications shall be signed as follows:

- (1) For a corporation - by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
  - (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or,
  - (b) The manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
- (3) For a municipality, state, federal, or other public agency - by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:
  - (a) The chief executive officer of the agency, or
  - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

- b. All reports required by the permit and other information requested by the Executive Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- (1) The authorization is made in writing by a person described above;
- (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. A duly authorized representative may thus be either a named individual or an individual occupying a named position, and,
- (3) The written authorization is submitted to the Executive Director.

- c. Certification. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

15. Confidentiality

Except for applications, effort data, permits, and other data specified in 40 CFR § 122.7, any information submitted pursuant to this permit may be claimed as confidential by the submitter. The Executive Director will rule upon such claim in accordance with the Act. If no claim is made at the time of submission, information may be made available to the public without further notice.

f:\standard\municipal permit documents\part iii.doc  
updated 12/10/04

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY  
APPLICATION FOR AUTHORIZATION UNDER GENERAL PERMIT OKG38 TO DISCHARGE FILTER BACKWASH WASTEWATER  
UNDER THE OKLAHOMA POLLUTANT DISCHARGE ELIMINATION SYSTEM (OPDES)

FORM 2MW

FOR DEQ USE ONLY	Application/Permit Number OKG38	Facility ID No.
	Date Received:	
	SIC Code	
	If a proposed facility, give estimated date of completion:	
	DEQ PERMIT ENGINEER:	

**DO NOT** attempt to complete this application without reading the instructions!

SECTION I

1. Legal name of applicant:  
McAlester Public Works Authority
2. Mailing address of applicant:  
Street Address or PO Box P.O. Box 578  
City McAlester County Pittsburg State Oklahoma Zip Code 74502  
Telephone (918) 423-9300 Ext. 4995 Fax (918) 421-4979  
E-mail Address david.medley@cityofmcalester.com
3. Name and address of facility:  
Facility Name McAlester Water Treatment Plant  
Street Address 5200 Water Works Road  
City McAlester County Pittsburg State Oklahoma Zip Code 74501  
Telephone (918) 423-0267 Fax (918) 424-8124  
E-mail Address wtrplte@cityofmcalester.com
4. Location of discharging facility (e.g., NE 1/4, SW 1/4, SE 1/4, Section 1, Township 2 North, Range 3 West):  
Legal Description of Facility Location SW 1/4 NE 1/4 Section 14 Township 6N Range 14E  
Latitude: 34°59'40.125 N Longitude: 95°47'41.149 W
5. Type Ownership: Public ☒ Private ( ) Federal ( ) State ( )
6. Contact Person:  
Name and Title David R. Medley  
Address P.O. Box 578 City McAlester  
County Pittsburg State Oklahoma Zip Code 74502 Telephone (918) 423-9300 Ext. 4995  
Fax (918) 421-4970 Cell Phone (918) 424-4454

E-mail Address David.Medley@cityofmcclaster.com

7. Type of discharge:

- ☒ A. Filter backwash from water treatment plant  
☐ B. Other (specify) \_\_\_\_\_

8. Type of treatment for filter backwash water:

Detention pond(s): One cell \_\_\_\_\_ Two or more cells 2

- ☒ A. With treatment by a conventional plant  
☐ B. With treatment by a package plant  
☐ C. With treatment by a reverse osmosis plant  
☐ D. Other (specify) \_\_\_\_\_

9. Indicate below the type of chemicals used in the water treatment process:

- ☐ Lime (calcium oxide)  
☒ Alum (aluminum potassium sulfate)  
☐ Ferric chloride  
☒ Other (specify) caustic soda, polymer, chlorine, polyphosphate

10. Average production (capacity) of water plant 4.870 million gallons per day (mgd) of potable water

11. Total volume of filter backwash wastewater discharged .090 mgd

12. Discharge point number  
(List all outfalls)

Total volume presently discharged  
in mgd

001

.090

002 (if applicable)

\_\_\_\_\_

003 (if applicable)

\_\_\_\_\_

13. Legal description(s) of all discharge point(s):

Outfall 001:

Name of receiving water(s): tributary of Coal Creek

Discharge is (check one) Continuous ☐ Intermittent ☒ Seasonal ☐

Latitude: 34°59'40.15 N Longitude: 95°41'41.49 W

Legal Description of Discharge Point SW 1/4, NE 1/4, Section 14, Township 6N, Range 14E

Outfall 002 (if applicable):

Name of receiving water(s): NA

Discharge is (check one) Continuous ☐ Intermittent ☐ Seasonal ☐

Latitude: \_\_\_\_\_ N Longitude: \_\_\_\_\_ W

Legal Description of Discharge Point \_\_\_\_\_, Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

Outfall 003 (if applicable):

Name of receiving water(s): NA

Discharge is (check one) Continuous ( ) Intermittent ( ) Seasonal ( )

Latitude: \_\_\_\_\_ N Longitude: \_\_\_\_\_ W

Legal Description of Discharge Point \_\_\_\_\_, Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

14. Water Treatment Plant Residuals generated by this facility:

A. Land application of residuals

Residuals management plan, if any \_\_\_\_\_

Land application general permit number \_\_\_\_\_ approved by the Department of Environmental Quality  
or the Oklahoma State Department of Health on \_\_\_\_\_

Location(s) of current land application site(s) (legal description to the nearest 10 acres):

Site 1: \_\_\_\_\_, Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, County \_\_\_\_\_

Site 2 (if applicable): \_\_\_\_\_, Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, County \_\_\_\_\_

Site 3 (if applicable): \_\_\_\_\_, Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, County \_\_\_\_\_

B. Landfilled residuals

Name of Landfill NE Alexter Municipal Landfill

Landfill permit number 3561012

15. Landowner Notification (this section MAY BE COMPLETED PRIOR TO SUBMISSION OF THE APPLICATION - THE APPLICATION WILL AUTOMATICALLY BE CONSIDERED INCOMPLETE IF IT IS NOT COMPLETED):

Is any part of the land on which the facility is located (including treatment units, discharge conveyances, stormwater holding basins and/or flow equalization basins) owned by a person or entity other than the applicant?

(X) No

( ) Yes - the applicant or applicant's certifying official must ensure that such landowner(s) have been notified of the applicant's intent to obtain an OPDES permit and initial the box to the right indicating that such notification has been made.

☐

16. List other information which should be brought to the attention of the Department of Environmental Quality (DEQ) in regard to the issuance of a discharge permit for the facility.

Discharge Permit is currently under Consent Order, Case #09-241.

**Certification:**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I also certify that I will provide for the operation of this facility in accordance with the Oklahoma Discharge Permits and Pollution Control Regulations and will provide certified operators as required by the Oklahoma Water and Wastewater Operators Certification Act. I further certify that I shall acquire or possess a right to the use of the property or properties on which the discharging facilities, activities or discharge sources are located as well as the property on which the proposed discharge point(s) are located, including the access route thereto. I understand I shall maintain such right of use and access for the duration of the permit term. I am aware that there are significant penalties for submitting false information, including revocation of the permit and the possibility of fine and imprisonment for knowing violations.

**Note:** Applications must be signed by the authorized chief executive or executive officer of the applicant, or by the applicant, if an individual.

Name (print) Steve Harrison  
Title Chairman  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

The application shall be filed in duplicate with the original and one copy to be submitted to the DEQ, and one copy to be submitted to the local DEQ office.

Please return completed form with attachments to:

Water Quality Division  
Department of Environmental Quality  
707 N. Robinson  
P.O. Box 1677  
Oklahoma City, Oklahoma 73101-1677



The information provided in the application will be considered in the evaluation and processing of a discharge permit for the referenced facility. Be advised that test procedures used in the analyses of influents, effluents and residuals, must conform to approved EPA methodology or it will not be accepted for the discharge permit evaluation.

Please note that the application must be signed by the authorized chief elective or executive officer of the applicant, or by the applicant if an individual. The authorized signature must be notarized. An example of a common mistake is when a Public Works Authority Chairman signs the application as - John Doe, Mayor. The Mayor is not the legal official of the PWA; the chairman is, even if the individual holds both positions.

Please read the certification carefully. There are significant penalties for submitting false information on this application form.

Please detach these instructions and return only the completed application form itself.

## **Schedule 5: Annual Base Fee and Compensation Formula**

### **1) Repair and Maintenance, Chemical, and Electricity Limits and Baselines for First Agreement Year:**

Annual Repair and Maintenance Limit (for first Agreement Year): one hundred thousand dollars (\$100,000)

Annual Chemical Limit (for first Agreement Year): three hundred and fifty thousand, one hundred seventy dollars (\$350,170)

Annual Electricity Limit (for first Agreement Year): one hundred and seventy one thousand, six hundred sixty three dollars (\$171,663)

### **2) Annual Base Fee:**

The Base Fee on the Commencement Date shall be one million, three hundred fifty thousand, ninety-six dollars (\$1,356,096.00).

The Base Fee shall be payable in twelve (12) equal monthly installments of one hundred thirteen thousand and eight dollars (\$113,008), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted under Section 7 of this Agreement.

### **3) Compensation Adjustment Formula**

The following formula shall be used to determine the increase in Base Fee on each Adjustment Date:

$$AAF = AF_0 \times [P_1 / P_0]$$

where:

AAF = Annual Adjusted Fee (new Base Fee) for the upcoming Agreement Year

AF<sub>0</sub> = Annual Fee (Base Fee) for the Agreement Year just ended

P<sub>1</sub> = Price Index in effect as of April 1<sup>st</sup> of the Agreement Year that has just ended

P<sub>0</sub> = Price Index in effect as of April 1<sup>st</sup> of the prior Agreement Year. With respect to the first Adjustment Date, P<sub>0</sub> shall be the Price Index in effect as of the Commencement Date of the Agreement.

**Schedule 6: Baseline Conditions**

### **Schedule 6: Baseline Conditions**

- **Water Plant Annual Daily Average Production 4.25 MGD**

The water plant flow meter does not function and actual reported flows are not validated. The past 12 monthly MORs reported an average flow of 4.227 MGD. 4.25 MGD was used to establish the chemical use quantities. Therefore, it is recommended the baseline flow condition be set at 4.25 MGD annual average and this will be confirmed and adjusted in conjunction with Article 2.1 after proper metering is installed.

- **Raw Water Quality Baseline Conditions are annual averages as recorded in MROs from the previous 12 months**

Raw Water pH 7.2

Raw Water Fe 3.37 mg/l

Raw Water Mn 0.24 mg/l

Raw Water Turbidity 105 NTU

Raw Water TOC 5.55 mg/l

Raw Water Alkalinity 29.5 mg/l

FIRST AMENDMENT  
TO THE  
WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT

between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

McALESTER PUBLIC WORKS AUTHORITY

Dated April 22, 2014

THIS FIRST AMENDMENT (the "First Amendment") is made on this 23<sup>rd</sup> day of October, 2014, by and between the McAlester Public Works Authority, a public trust organized under the laws of the State of Oklahoma (hereinafter the "Authority"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator"). The Authority and Operator may be referred to as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into a Water System Operation and Maintenance Agreement (the "Agreement") dated April 22, 2014 with a Commencement Date of July 1, 2014; and

WHEREAS, the Authority and the Operator desire to modify the Agreement pursuant to the terms of this First Amendment to remove the Operator's obligations associated with payment for the Electric Usage associated with the Facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, the Parties hereby agree to amend the Agreement as follows:

1. All capitalized terms contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.
2. Article 5 ELECTRICITY shall be deleted in its entirety.
3. Under Article 6 Authority's Obligations, subsection 6.1(b) shall be amended to read as follows:

Arrange for and pay: (i) all costs related to delivery to and consumption of utilities to the Facility, including, electricity, water, gas, internet services, and telephone usage at the Facilities; (ii) all property, value-related, franchise, sales,

use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; (iii) expenses incurred from the treatment of Non-processible Water, including, without limitation, any penalties and fines that may be assessed as a result; (iv) expenses resulting from raw water or pollutant loads exceeding the Baseline Conditions; and (v) all Capital Improvements.

4. In Schedule 3: Definitions of the Agreement, the definition of "Annual Electricity Limit" shall be deleted in its entirety.

5. In Schedule 5: Annual Base Fee and Compensation Formula, the following amendments shall be made:

The Annual Electricity Limit shall be deleted;

The Annual Base Fee shall be amended to read as follows: "The Base Fee shall be one million, one hundred eighty-four thousand, four hundred and thirty-three dollars (\$1,184,433). The Base Fee shall be payable in twelve (12) equal monthly installments of ninety-eight thousand, seven hundred and two dollars and seventy-five cents (\$98,702.75), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted under Section 7 of the Agreement."

6. All remaining terms and provisions of the Agreement shall remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment shall control.

7. The First Amendment shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

8. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of this First Amendment and all of which, when taken together, will be deemed one and the same agreement.

IN WITNESS WHEREOF, the Authority and the Operator have caused this First Amendment to the Agreement to be executed in their respective names by their duly authorized representatives on this 22<sup>nd</sup> day of October, 2014.

McAlester Public Works Authority:

By: Steve Harrison  
Name: Steve Harrison  
Title: Mayor/Chairman

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:

By: Walter Mertes  
Name: Walter Mertes  
Title: SVP Operations and Service Delivery



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	Consent Agenda R
Department:	Community & Economic Development		
Prepared By:	Kirk Ridenour/ Leroy D. Alsup	Account Code:	
Date Prepared:	June 7, 2016	Budgeted Amount:	
		Exhibits:	1

### Subject

Consideration and action to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions, LLC for a twelve month term from July 1, 2016 through June 30, 2017.

### Recommendation

Motion to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions, LLC for a twelve month term from July 1, 2016 through June 30, 2017.

### Discussion

Retail development is an important factor in the quality of life of a community, and sales tax dollars are one of the single most important sources of operating revenue for the City of McAlester. For those reasons, it's important that we continue to attract and maintain a healthy mix of national retailers and local shops to our community. Attracting quality retail to our city keeps our sales tax dollars at home, which provides revenue for public safety, public services and infrastructure needs.

Rickey Hayes, the Principal of Retail Attractions, has many years of successful direct hands on experience in the retail development profession. Retail Connection has well established working relationships (the "connections") with a wide array of national retailers, brokers and retail developers. They are well versed in what retailers and their representatives need to see, hear, and feel about a specific site or market before they are comfortable in investing in new locations.

The highlights of the services and expertise that McAlester garners through a professional services agreement with Retail Attractions is inclusive of but not limited to the following:

- Preparation of a Retail Gap Analysis for McAlester
- Identification of target retailers (and restaurants) that would be a good fit for the McAlester Market
- Building relationships with national retailers, brokers and developers
- Assists City staff with identifying and marketing potential retail sites and spaces
- Represents the City of McAlester at the annual International Council of Shopping Centers RECon conference in Las Vegas. This retail trade show is an excellent opportunity to promote McAlester as good investment for retailers.
- Set-up meetings for McAlester with appropriate retail site selector representatives
- Technical assistance to the City in negotiations with land owners, site selectors, and developers
- Retail Development Opportunities are available in 2016

Based on a worldwide survey for a March 2016 CBRE report, one in four retailers worldwide surveyed plan to open six to 10 new stores in 2016. Another 23% say they plan to open 11 to 20 stores this year. While about one-fifth of those surveyed say they plan to open just one to five stores, another 17% say they plan to



open 40 or more stores. In total, 55% say they will open at least 11 new stores this year, which indicates that substantial growth is on the mind of a majority of retailers worldwide.

- ▶ Retail Development is highly competitive, we must remain diligent in our efforts  
Price Edwards & Company recently stated that retail developments open or under construction are generally preleased and there is demand for the space; consequently, these developments will continue and most likely do well. Several of the developments in the pre-lease or planning stages will most likely be delayed, both by growing concerns from retailers and more cautious lenders.
- ▶ Current McAlester Retail Projects in Progress
  - Retail Connections 14<sup>th</sup> Street & Hwy 69 Retail Development  
This development is in the pre-lease stage. Two quality anchor tenants remain committed, as well as several smaller tenants. Securing the final anchor tenant is in process. When you consider the number of cities trying to recruit national retailers in comparison to the number of new stores built annually, it puts it into perspective as the competitive nature of retail recruitment.
  - Recently Retail Connections has enticed a second National Retail Developer to do a site visit and tour of McAlester. We are in the early stages of working on another retail development as a result of their site visit.

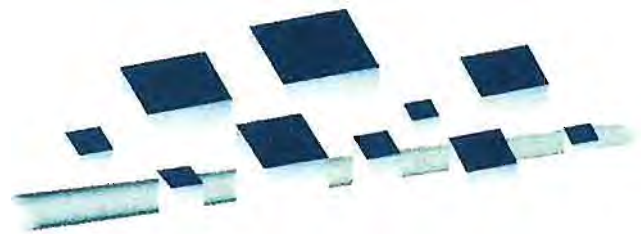
Retail recruitment is not an event, it's a process.

Attachments:

1. Retail Attractions for Professional Economic Development Consulting Services Agreement.

#### Approved By

		<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	L. Alsup	LA	06/07/2016
<b>City Manager</b>	P. Stasiak		



**RETAIL ATTRACTIONS, LLC**  
**Economic Development Consulting**

# McAlester, Oklahoma Proposal

Submitted by:  
Rickey Hayes, Principal  
Retail Attractions, LLC  
12150 E 96<sup>th</sup> St N, Suite 107  
Owasso, Oklahoma 74055  
Phone (918) 376-6707  
[www.retailattractions.com](http://www.retailattractions.com)

## TABLE OF CONTENTS

<b>Section A:</b> Company Information	3
<b>Section B:</b> Team Members	4
<b>Section C:</b> Narrative and foundational objectives	5
<b>Section D:</b> Parties	5
<b>Section E:</b> Term of Agreement	5
<b>Section F:</b> Scope of Work/Fees	6-7
<b>Section G:</b> Notices	8
<b>Section H:</b> Miscellaneous Provisions	9-10
<b>Section I:</b> Signature Page	11

## **Section A: Company Information**

Retail Attractions, LLC was founded by Owner / CEO Rickey Hayes in 2007 to provide a suite of services to cities and other governmental entities who desire to see new retail development and the increased revenue (both in sales taxes and in ad valorem taxes) that retail and other commercial development brings to the community. Communities and their citizens benefit when national retailers and restaurants, quality residential developments, and state of the art health care facilities choose to locate in their city. Our goal was and is to make the jobs of those responsible for bringing retail to cities easier. Developers and retailers benefit from choosing a location in a Retail Attractions client city because our efforts are geared at helping the local governments make the development process smooth and efficient. Potential sites are identified and pre-screened; and quality, up-to-date market data is made available and kept current.

Retail Attractions offices are located at 12150 East 96<sup>th</sup> Street North, Suite 107, in Owasso, Oklahoma 74055.

There is an updated company information booklet attached to this proposal that provides an overview of our company, a comprehensive list of city, county, and other governmental references as well as a list of references from all disciplines of retail development.

## **Section B: Team Members**

### ***RICKEY HAYES, PRINCIPAL***



During his six years as Economic Development Director for the City of Owasso, Rickey Hayes facilitated new commercial construction totaling more than 10 million square feet with more than a half a billion dollars in total value, resulting in a city sales tax base more than triple what it had been. Since beginning Retail Attractions, Rickey has helped cities launch millions of square feet of additional retail space and reap the associated benefits in additional revenues, goods and services for their citizens. Rickey has developed an extensive personal network of relationships in the areas of government, retail, land development, real estate and site selection, leasing and tenanting, engineering, creative financing for development projects, as well as architecture and planning. Rickey holds a Bachelors Degree in Criminal Justice and a Masters Degree in Counseling from Great Plains Baptist College. Rickey is a member of International Council of Shopping Centers (ICSC). Rickey and his wife, Wendy, have four children, and three grandchildren.

### ***ROBERT NICHOLS, INFORMATION TECHNOLOGY***

Rob has a Bachelor of Science in Electrical Engineering from Oklahoma State University. He has been with Retail Attractions since inception and manages the website, data storage and access for Retail Attractions. Rob lives with his wife and two children in Skiatook, Oklahoma.

### ***MICAH HAYES, RESEARCH / CITY DATA***

Micah has been employed by Retail Attractions since inception and is responsible for the collection of data on our client cities. Micah and his wife reside in Austin, TX.

### ***DAWN McLERRAN, OFFICE MANAGER / DATA RESEARCH***

***PAT FRY, RETAIL CONTACTS/ RESEARCH / PROPERTY MARKETING  
TED TURNER, SALES TAX DATA & FORECASTING***

***RONALD CATES, GENERAL COUNSEL***

***LIZ PRUITT, REAL ESTATE AND GENERAL MARKETING***

## **Section C: Narrative / Objectives**

Retail Attractions, LLC desires a long term relationship with the City of McAlester, Oklahoma. Our job will be complete when the McAlester community goes from relatively unknown on the national retail radar to a market that is much in demand. Knowing that the process of retail development is painfully slow, we always caution our client cities to be patient and to work with us as our company begins to sow information of the McAlester market and the community's desire to welcome quality retail development to the city. It is my firm belief that if the McAlester community leaders will stay the course, in due time there will be multiple national development groups working on multiple sites in the city.

The foundational reality behind bringing retail and restaurants to a community is strong relationships. It is not data. It is not graphics or market maps. It is relationships with developers, site evaluators, corporate real estate executives, and brokers who are looking for sites and deals for both investors and the retailers and restaurants themselves. Our company is founded on those relationships, and we would certainly like to bring them to bear on the McAlester retail market.

Our goal is to continue interaction with local stakeholders, land owners, and owners of commercial real estate and to compliment the efforts of city administration and economic development staff. In addition to the development and strategic marketing of local development opportunities, actively continue identification of private sector retail and restaurant targets and aggressively pursue them for your community.

## **Section D. Parties**

This Agreement is between the City Of McAlester, hereinafter called City, and Retail Attractions, LLC, hereinafter called Consultant for consulting services in an effort to attract retailers and restaurants, office, medical, hospitality / hotel, residential and multifamily development to the city, subject to the terms and conditions specified in this Agreement.

## **Section E: Term of Agreement**

The term of this professional economic development consulting services Agreement is for a twelve (12) month period commencing on July 1, 2016 through June 30, 2017. This Agreement may be renewed for an additional twelve (12) month period upon the fees, terms and conditions agreed to in writing by both parties. However, City or Consultant may terminate this Agreement as described in Section H, Paragraph 1.

## **Section F: Scope of Work**

Retail Attractions, LLC (Consultant) shall provide the following services:

1. Continue to research, identify, and validate McAlester, Oklahoma trade area market and retail, office, and residential growth potential. This information will be comprised of the latest market data available. Consultant will provide all data to designated City personnel.
2. Prepare all maps [trade area, drive time and distance, concentric rings, and thematic demographic data]; leakage and market potential reports.
3. Use Consultant's broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. We will work with City staff to develop incentive packages that are advantageous for both parties.
4. Consult with City staff and/or designated official(s) to identify targets that will meet the long term needs of the City of McAlester and response to the leakages identified. Our initial strategy is to target retail and restaurant entities that will draw consumers from the entire market into the McAlester trade area. Also targeted will be retailers and restaurants that fill leakage gaps.
5. Actively recruit targets identified and approved by the City of McAlester and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, and development / industry contacts continually throughout the term of this contract. Forward all industry news articles, press releases, and retail-specific press as well as articles, posts, and other related data related to city growth, marketing, and economic development to City staff and representatives.
6. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, when necessary, transport key personnel to McAlester for meetings with City staff which Consultant will be available to mediate.
7. Contact our extensive network of developers to create interest in the McAlester market, define development opportunities and coordinate when needed / attend meetings with city and developers.

## **Section F: Scope of Work- continued**

8. Represent the City of McAlester at the May 2017 ICSC RECON in Las Vegas, NV and the November 2016 ICSC RECON show in Dallas, TX. Before ICSC events CONSULTANT will consult with City staff to research attendees and strategize contact efforts.
9. Provide monthly updates to designated contact.
10. Bid any specialized marketing materials, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids.

Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

### **Consulting Fees**

Consultation fee, per month, payable monthly on the 1st of each month during the term of the agreement to Retail Attractions, LLC.	12	\$2,500.00	\$30,000.00
All travel (other than for scheduled meetings) will be paid by city. All travel expense shall be approved by city prior to payment.	tba	tba	tba



## **Section G: NOTICES**

Reports and notices shall be made by Consultant to City's representative:

Leroy Alsup

City of McAlester

P. O. Box 578

McAlester, OK 74501

Reports and notices shall be made by City to Consultant's representative:

Rickey Hayes

Retail Attractions, LLC

12150 East 96<sup>th</sup> Street, Suite 107

Owasso, OK 74055

## **Section H: MISCELLANEOUS PROVISIONS**

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause; however, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

City shall pay Consultant for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of City. Consultant shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by Consultant pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by City or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. City shall hold harmless Consultant and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns. City and Consultant each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. Consultant is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa County.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, Consultant's employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings, and specifications or other documents prepared by the Consultant, Consultant's employees, subcontractors, agents and consultants.
8. Compliance with Applicable Law. Consultant, Consultant's consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the City of McAlester, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. Consultant shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.
9. Certificates of Insurance. Consultant shall furnish City certificates of insurance for General Liability; Professional Liability; Automobile Liability and Worker's Compensation Insurance.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of June 2016.

**City:**

**Consultant:**

**CITY OF MCALESTER, OK**

**RETAIL ATTRACTIONS, LLC**

By: \_\_\_\_\_

Mayor, John Browne

By: \_\_\_\_\_

Rickey Hayes, CEO

**ATTEST:**

\_\_\_\_\_

Cora Middleton, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

William J. Ervin, City Attorney



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016

Item Number: Consent Agenda S

Department:

Prepared By: Cora Middleton, City Clerk

Account Code:

Date Prepared: June 8, 2016

Budgeted Amount:

Exhibits: 4

### Subject

Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201994-ME.

### Recommendation

Motion to concur with Oklahoma Municipal Assurance Group denial of Claim No. 201994-ME.

### Discussion

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak

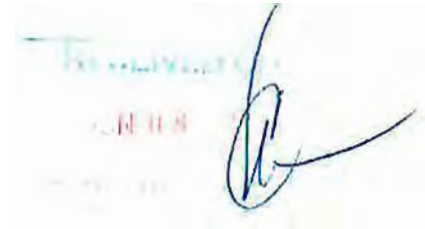


## Oklahoma Municipal Assurance Group

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

June 1, 2016

City of McAlester  
Attn: Cora Middleton  
P.O. Box 578  
McAlester, OK 74502-0578



RE: Member : City of McAlester  
Claimant : Jordan Grippando  
Date of Loss : 2/22/2016  
Claim No. : 201994-ME

Dear Ms. Middleton:

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

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

Thus to begin the 180-day statute of limitations prior to 7/17/16, you must deny this claim in writing before 7/17/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Mary Ellis, CPCU, AIC  
Claims Supervisor



## Oklahoma Municipal Assurance Group

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

June 1, 2016

Mr. and Mrs. Jordan Grippando  
23 E. Choctaw  
McAlester, OK 74501

RE: Member : City of McAlester  
Claimant : Jordan Grippando  
Date of Loss : 2/22/2016  
Claim No. : 201994-ME

Dear Mr. and Mrs. Grippando:

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

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

Our investigation indicates that the cause of this sewer backup was unknown and the City had no notice of this problem prior to the sewer backup at 23 E. Choctaw, McAlester, OK. It appears that both a sewer blockage and snow and rain coming through the building walls contributed to these damages. The sewer camera showed no problems with the sewer main but it appeared that your sewer tap had been sealed with an expanding foam sealer. This is against city code. It was also discovered that the backflow preventer flap was missing. This is the part that opens when sewer is flowing from the building and closes in case there is a backup in the sewer main. A working backflow preventer is required by city ordinance. The former owner of this building advised a city employee that he had to seal the north wall every couple of years to keep rainwater from seeping in.

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

Sincerely,

*Mary Ellis*

Mary Ellis, CPCU, AIC  
Claims Supervisor

cc: City of McAlester ✓



## Oklahoma Municipal Assurance Group

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

May 6, 2016

Jordan Grippando  
23 E. Choctaw  
McAlester, OK 74501

Re:	Member	:	City of McAlester
	Claimant	:	Jordan Grippando
	Date of Loss	:	2/22/2016
	Claim Number	:	201994-ME

Dear Mr. Grippando,

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

Sincerely,

Mary Ellis, CPCU  
Claims Supervisor

ME/jp

cc: City of McAlester



## **Cora Middleton**

---

**From:** Cora Middleton  
**Sent:** Thursday, May 05, 2016 2:11 PM  
**To:** 'claimsdepartment@omag.org'  
**Subject:** Notice of Tort Claim for property damage  
**Attachments:** 23 E Choctaw Damage Report.docx; 23 E Choctaw photos.pdf; 23 E Choctaw tort claim and invoices.pdf; Invoice from All About U for camera of main.pdf

To Whom It May Concern;

Please process the attached claim. If you need any further information please do not hesitate to contact me.

Thank you,

Cora Middleton, CMC  
City Clerk

# NOTICE OF TORT CLAIM

## OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

### A. CLAIMANT REPORT

To the City of McAlester

Public entity you are filing this claim against.

APR 18 2016

### PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) JORDAN GRIPPANDO  
ADDRESS 23 E. CHOSIAW  
McALESTER, OK 74501

CLAIMANT(S) SOCIAL SECURITY NO. \_\_\_\_\_

CLAIMANT(S) DATE OF BIRTH \_\_\_\_\_

PHONE: HOME ( ) \_\_\_\_\_ BUS. ( ) \_\_\_\_\_

Continue on another sheet if needed

- DATE AND TIME OF INCIDENT 2/22/2016 11 a.m. (1:30 p.m. for any information requested)
- LOCATION OF INCIDENT 23 E. CHOSIAW NORTH WEST CORNER OF BUILDING
- DESCRIBE INCIDENT SEE ATTACHED DOCUMENTS

### 4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES \_\_\_ NO X If yes, complete this section

Describe injury \_\_\_\_\_

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES \_\_\_ NO \_\_\_ If so, please give name, address and phone number of company \_\_\_\_\_

NAME OF DOCTOR OR HOSPITAL \_\_\_\_\_

ALL MEDICAL BILLS (attach Copies) \$ \_\_\_\_\_

LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

TOTAL BODILY INJURY . . . . . \$ \_\_\_\_\_

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

VEHICLE NAME \_\_\_\_\_ BODY TYPE \_\_\_\_\_ YEAR \_\_\_\_\_

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS CARPORT, SHEETROCK, TRIM, VARIETY LOSS

DUE TO FLOODING OF CITY STORM AND SEWER DRAINAGE SYSTEM

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 5,520.89

LIST OTHER DAMAGES CLAIMED 2,475.00 \$ 475.00

TOTAL PROPERTY . . . . . \$ 5,995.89

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

### 6. The names of any witnesses known to you.

Name <u>DIANE ADAMO</u>	Address _____	Phone Number <u>(918) 302-7667</u>
Name <u>CHRIS MERRIFIELD</u>	Address _____	Phone Number <u>(918) 429-6676</u>

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

TOTAL CLAIM . . . . . \$ 5,995.89

[Signature]  
SIGNATURE(S)

4/6/16  
DATE

On February 22, 2016 I called the City of McAlester concerning a water leak at my commercial property located at 23 E. Choctaw in McAlester. My tenant occupying this particular space had contacted me due to a leak and stated that the carpet was wet. At this date we had not received any rain or snow in the past 40 days. I called a plumber to come out and inspect for any leaks. Upon his inspection he found that there were no leaks on my side of the water meter and suggested that I contact the city to inspect their side. After calling the city, they were able to get their personnel out to inspect on the 23<sup>rd</sup> of February. On their initial inspection, they stated that they could find no issues. On the night of the 23<sup>rd</sup> we received a wintery mix of snow and rain. On the morning of February the 24<sup>th</sup>, my tenant contacted me again and stated that there was now standing water in the building. I once again contacted the City of McAlester. Upon arrival, personnel stated that it was a problem on the city side. The city employee then said that it was the sewer and storm drains that were clogged and that they would flush the lines. In the process of all of this, I had to vacate my tenant and call in FloodServ Inc. to address and clean up the issue. Due to the contaminated water, multiple items had to be replaced. Attached is the cost of damages and repairs.

FloodSERV, Inc.  
P.O. Box 1812  
McAlester, OK 74502 US  
(918)429-1911  
support@floodserv.com  
www.floodserv.com



## INVOICE

**BILL TO**

Taryn Grippando

**SHIP TO**

Taryn Grippando  
23 E. Choctaw  
McAlester, OK 74501

**INVOICE #** 12246

**DATE** 03/04/2016

**DUE DATE** 04/01/2016

**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Water Damage Emergency Service & Structural Drying per Estimate..	1	2,925.18	2,925.18

Thank you for your business!

**BALANCE DUE**

**\$2,925.18**

Thank you for your business!

# FloodSERV FloodSERV, Inc.

---

P.O. Box 1812  
McAlester, OK 74502  
918-429-1911  
Fax: 877-455-0432  
support@floodserv.com  
www.floodserv.com

Client: Taryn Grippando  
Property: 23 E. Choctaw  
McAlester, OK 74501

Cellular: (

Operator: SUPPORT

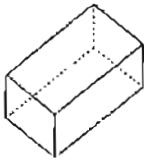
Estimator: Damon Thompson  
Position: President  
Company: FloodSERV, Inc.  
Business: PO Box 1812  
McAlester, OK 74052

Business: (918) 429-1911  
E-mail: damon@floodserv.com

Type of Estimate: Sewage  
Date Entered: 3/2/2016  
Date Est. Completed: 3/2/2016  
Date Assigned: 2/24/2016  
Date Job Completed: 2/29/2016

Price List: OKMU8X\_FEB16  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: GRIPPANDO\_WATER\_MITA

P.O. Box 1812  
McAlester, OK 74502  
918-429-1911  
Fax: 877-455-0432  
support@floodserv.com  
www.floodserv.com

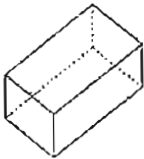
**GRIPPANDO\_WATER\_MITA****Bathroom 1****LxWxH 6' x 5' 9" x 8'**

188.00 SF Walls	34.50 SF Ceiling
222.50 SF Walls & Ceiling	34.50 SF Floor
3.83 SY Flooring	23.50 LF Floor Perimeter
48.00 SF Long Wall	46.00 SF Short Wall
23.50 LF Ceil. Perimeter	

**DESCRIPTION****QTY**

1. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	34.50 SF
2. Tear out non-salv vinyl, cut & bag - Category 3 water	34.50 SF
3. Baseboard - Detach	23.50 LF
4. Cabinet - vanity unit - Detach	2.00 LF
5. Apply anti-microbial agent	34.50 SF
6. Air mover axial fan (per 24 hour period) - No monitoring	8.00 EA
2 Airmovers for 4 days.	

NOTES:

**Storage Area/Room****LxWxH 15' 4" x 12' 6" x 8'**

445.33 SF Walls	191.67 SF Ceiling
637.00 SF Walls & Ceiling	191.67 SF Floor
21.30 SY Flooring	55.67 LF Floor Perimeter
122.67 SF Long Wall	100.00 SF Short Wall
55.67 LF Ceil. Perimeter	

**DESCRIPTION****QTY**

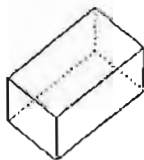
7. Water extract from carpeted floor - Cat 3 wtr- aft bus hrs	191.67 SF
8. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	191.67 SF
9. Content Manipulation charge - per hour	1.00 HR

**FloodSERV** FloodSERV, Inc.

P.O. Box 1812  
McAlester, OK 74502  
918-429-1911  
Fax: 877-455-0432  
support@floodserv.com  
www.floodserv.com

**CONTINUED - Storage Area/Room**

DESCRIPTION	QTY
10. Baseboard - Detach	55.67 LF
11. Apply anti-microbial agent	191.67 SF
12. Air mover axial fan (per 24 hour period) - No monitoring 4 Airmovers for 4 days.	16.00 EA
13. Dehumidifier (per 24 hour period) - XLarge - No monitoring	4.00 EA

**NOTES:****Entry/Foyer****LxWxH 5' 9" x 5' 7" x 8'**

181.33 SF Walls	32.10 SF Ceiling
213.44 SF Walls & Ceiling	32.10 SF Floor
3.57 SY Flooring	22.67 LF Floor Perimeter
46.00 SF Long Wall	44.67 SF Short Wall
22.67 LF Ceil. Perimeter	

DESCRIPTION	QTY
14. Water extract from carpeted floor - Cat 3 wr- afl bus hrs	32.10 SF
15. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	32.10 SF
16. Content Manipulation charge - per hour	1.00 HR
17. Baseboard - Detach	22.67 LF
18. Apply anti-microbial agent	32.10 SF
19. Air mover axial fan (per 24 hour period) - No monitoring 2 Airmovers for 4 days.	8.00 EA

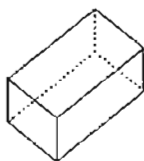
**FloodSERV** FloodSERV, Inc.

P.O. Box 1812  
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918-429-1911  
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www.floodserv.com

**CONTINUED - Entry/Foyer**

DESCRIPTION	QTY
-------------	-----

NOTES:

**Entry 2****LxWxH 5' 7" x 5' 5" x 8'**

176.00 SF Walls	30.24 SF Ceiling
206.24 SF Walls & Ceiling	30.24 SF Floor
3.36 SY Flooring	22.00 LF Floor Perimeter
44.67 SF Long Wall	43.33 SF Short Wall
22.00 LF Ceil. Perimeter	

DESCRIPTION	QTY
-------------	-----

20. Apply anti-microbial agent	30.24 SF
21. Air mover axial fan (per 24 hour period) - No monitoring	4.00 EA
1 Airmovers for 4 days	

NOTES:

**General Items**

DESCRIPTION	QTY
-------------	-----

22. Equipment decontamination charge - per piece of equipment	10.00 EA
23. Equipment setup, take down, and monitoring (hourly charge)	6.00 HR



P.O. Box 1812  
McAlester, OK 74502  
918-429-1911  
Fax: 877-455-0432  
support@floodserv.com  
www.floodserv.com

**CONTINUED - General Items****DESCRIPTION****QTY**

NOTES:

**Grand Total Areas:**

990.67 SF Walls	288.51 SF Ceiling	1,279.18 SF Walls and Ceiling
288.51 SF Floor	32.06 SY Flooring	123.83 LF Floor Perimeter
261.33 SF Long Wall	234.00 SF Short Wall	123.83 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

FROM

McAlester Home Store LLC.  
501 E. Wyandotte ave.  
McAlester OK 74501  
Phone: (918) 420-5512 Fax: (918) 420-5596

Sale

Number	Date	Page
00114148	3/24/2016	1

STOCK

**9183991800**  
Jordan Grippando  
3 Carol Drive  
McAlester OK 74501

Phone	Fax	Clerk	Terms	PO Number	Required	Delivery
		MGR	Net 10th Eom	23 E CHOCTAW		Pick Up

Item Number	Description	List	Quantity	U/M	Tax	Unit Price	Extension
N0230005	FS 100% ACR PRIMER	275.78	1.00	5GAL	Y	263.23	263.23
5491X05	REGAL SELECT EGGSHL BASE 1 5 GAL	291.18	2.00	5GAL	Y	279.98	559.96
5491X01	REGAL SELECT EGGSHL-BASE 1 -- GAL	58.66	2.00	EA	Y	56.40	112.80
7994100917	UGL 4LB FASTPLUG	11.85	4.00	EA	Y	11.35	45.40
7994127513	UGL 27513 1S WHITE DRYLOK WATERPROO	45.03	2.00	EA	Y	42.99	85.98
7149768129	WOOSTER R292 9" LAMBSWOOL 100 3/4"	7.98	2.00	EA	Y	7.78	15.56
7332017	Benjamin Moore Soft Nylon 2" Brush	11.10	2.00	EA	Y	10.59	21.18
2327540100	ONE SOURCE WLMP40100 10 OZ WHITE 40	2.92	2.00	EA	Y	2.69	5.38
4007400149	SHURTAPE 00149 100263 CP66 24MM X 5	2.64	2.00	EA	Y	2.53	5.06
5227000380	Merli Pro .3 Mil Plastic Drop Cloth	1.48	1.00	EA	Y	1.48	1.48
<b>Total Discount Savings \$47.63</b>			<b>SubTotal</b>			<b>\$1,116.03</b>	
RECEIPT NEEDED FOR REFUND OR EXCHANGE. RESTOCKING CHARGES ON CUSTOM ORDERS. Tinted Paint Non-Returnable			Sales Tax			\$106.02	
			<b>Total</b>			<b>\$1,222.05</b>	
			Account Charges			\$1,222.05	



00114148

*Jordan Grippando*

3/24/2016 8:25 28 AM

JORDAN



Customer Code **OK-210274**

Quantity	Supplier	Style	Item	Price	Amount
3000 ft		Barthol LVT Gray		262	807 <sup>00</sup>
		Blank			
3000 ft		Labar		150	450 <sup>00</sup>
1		Yellow prep			40 <sup>00</sup>
					<hr/> 1297 <sup>00</sup>
					766 <sup>66</sup>
					<hr/> \$ 1373.66

**CUSTOMER:**

**MILL CREEK LUMBER & SUPPLY COMPANY**

**BY:**

Salesman

## **Cora Middleton**

---

**From:** Cora Middleton  
**Sent:** Tuesday, May 10, 2016 2:30 PM  
**To:** 'claimsdepartment@omag.org'  
**Subject:** Claim No. 201994-ME  
**Attachments:** 3461\_001.pdf

Mary,

Attached is the completed Sanitary Sewer Overflow Questionnaire for the above referenced claim. Please do not hesitate to contact me if you need any other information.

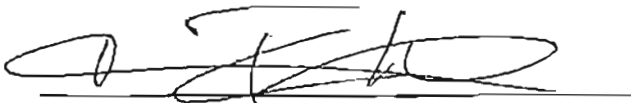
Thank you,

Cora

**From:** First Floor Copier  
**Sent:** Tuesday, May 10, 2016 2:24 PM  
**To:** Cora Middleton <cora.middleton@cityofmcalester.com>  
**Subject:** Attached Image

1. Are records available of the rainfall in the area preceding the subject sewer? Yes ☒ No ☐. If yes, specify the amount of rainfall for each time period to the backup: 24 hrs. 0, 48 hrs. 0, 72 hrs. 0.
1. Were you able to determine the cause of the SSO? Yes ☐ No ☒  
☐ (a) infiltration or inflow;  
☐ (b) a foreign object, for example, roots  
☐ (c) other cause  
Please explain specifically what was found and identify any person(s) with personal knowledge of the findings.
2. Have there been previous blockages or SSOs in this line or within 300 feet of this address in the last 5 years preceding the subject SSO? Yes ☐ No ☒. If yes, specify:  
(a) when? \_\_\_\_\_  
(a) where on the line? \_\_\_\_\_  
(b) what was determined to be the cause? \_\_\_\_\_
4. Have the claimants or other occupants at this address given any other notice to the municipality of a sewer problem in the past 5 years? Yes ☐ No ☒. If yes, when and how was it documented?
5. Does the municipality have a regular maintenance program of cleaning, jetting, or rodding the sewer line that serves this address? Yes ☐ No ☒. If yes, on what date(s) and in what manner was this done in the six months prior to this claim?
5. What is the size and age of the sewer line in which the SSO occurred? Size 10 inch  
Age 50 plus.
7. Is the sewer line sufficient for the current load? (for example, if a 6" line was sufficient in 1940, is it sufficient today where greater number of homes or businesses may have been added to capacity of the line)? Yes ☒ No ☐.

8. Did the claimant have a backflow prevention device on the private line? Yes ☒ No ☒.  
If yes, when was it installed? *Not operational - No Flap*
9. Does the municipality have any ordinances, contracts, or regulations which may relate to the consideration of this claim? Yes ☒ No ☐. If yes, attach a copy of the pertinent document.
10. If this SSO was due to grease in the line, does the municipality have a grease trap ordinance? Yes ☐ No ☒. If yes, how was it enforced?
11. Are there any other parties that have an interest in the subject property? Yes ☐ No ☒.  
If yes, specify whether the person(s) is a landlord, property owner, spouse, business partner or other occupant.
11. Does the municipality maintain records, work orders or any other documents regarding the subject of SSOs? Yes ☒ No ☐. If so, please attach legible copies of all records regarding the subject SSO and, for the preceding 5 years, any other SSOs on the subject municipal line within 300 feet of claimant's address.
12. Is the sewer system maintained and operated by some one other than the municipality? Yes ☐ No ☒. If so, please provide copy of the contract with the third party contractor.
13. Had the line involved been jet rodded or cleaned in any other manner in the 72-hour period before the SSO occurred? Yes ☐ No ☒.
14. Please provide any additional information relevant to this claim.



Signed by

*Aaron Routh*

Print Name

*UTM Manager*

Job Title

*5-9-16*

Date

*918-586-2518*

Phone Number

RETURN TO:

OMAG

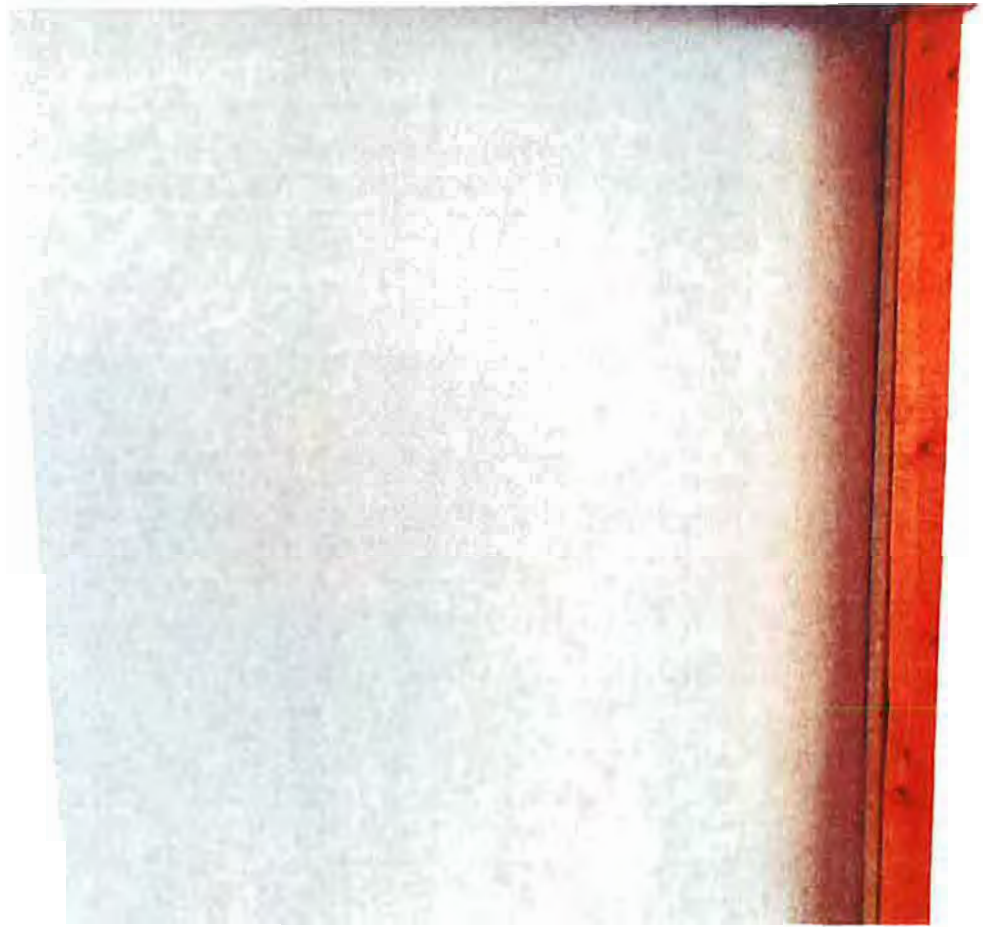
3650 S. Boulevard  
Edmond, OK 73013

Phone: (405) 657-1400

Fax: (405) 657-1401

















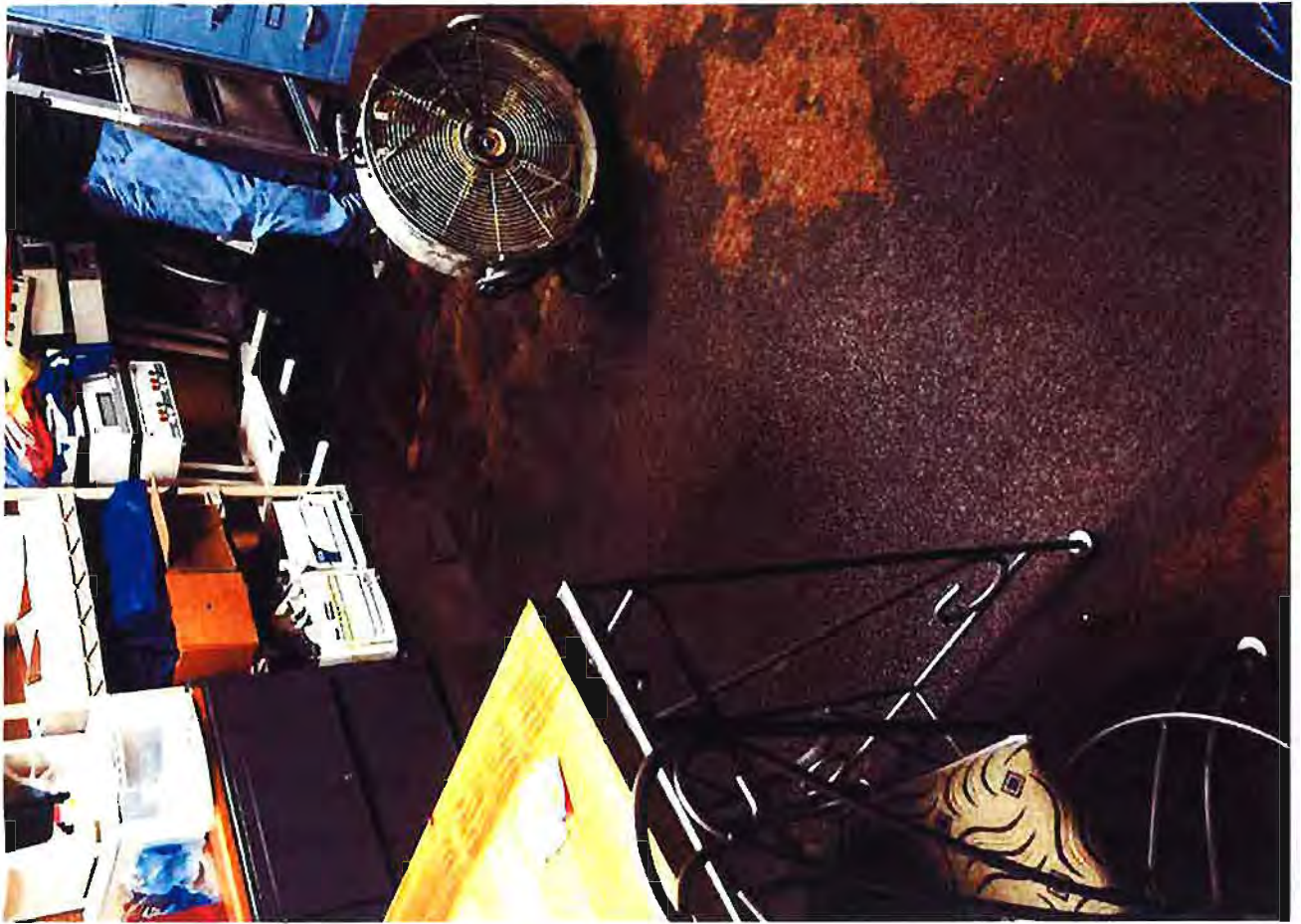














City of McAlester  
Safety Office

Date: 5-5-2016

Reference: Property Damage Report

Location: 23 E. Choctaw

Damaged Property: Carpet, sheetrock, trim, vanity due to backed up sewer.

Comments: On February 22, 2016, Jordan Grippando, 918-399-1800 called and said his sewer was backed up in his building. The City of McAlester responded and found our sewer line was blocked and sewer was coming from the manhole cover. They did not make entry into the building.

I was informed the first week of April that there had been a problem in February. All the damage had been repaired at this time and Mr. Grippando submitted a claim dated 4-6-2016. We received that claim on 4-18-2016. Mr. Grippando claims the sewer seemed to be coming through the walls. We initially thought our line being backed up may have leached through the ground and entered his building that way.

Our Engineering consultant, UTM supervisor, myself and several UTM workers went to the site. We found the backflow preventer was missing a part. This cover was found some 15 feet away from the backflow preventer under a lid to where his electric meter is located. This cover is the part that opens when sewer is flowing from the building and closes in case there is a backup. We showed this to Mr. Grippando and told him this was possibly the problem.

On 5-2-16, myself, Aaron Routh from Severn Trent (Our UTM supervisor) and 2 workers from All About U plumbing arrived. We had the plumbers run a camera in the main line. We found no problems in our line, however, when we saw the tap of the 23 E. Choctaw's sewer, it appeared it had been sealed with an expanding foam sealer. I have no way of knowing when this was done but it was quite a number of years ago. This is against City code. There is a concrete wall and on the inside is a "chase" where the plumbing is installed.

I spoke with Kenny Beale on 5-2-16. Mr. Beale is the former owner of this building. He says there were no bathrooms in that area of the building when he owned it. He also states he had to seal the north wall every couple of years to rainwater seeping in. This building is a few feet lower than the alley on the north side. We have had several hard rains since this initial damage was repaired and I have found no evidence of water seeping in. It could have been sealed in the last couple months, but when I looked it does not appear to have been done recently.

Our UTM supervisor and the plumbers we called are convinced this would not have occurred had the backflow preventer been working properly. However, they also say it would not have occurred had we not had a problem in our main line. Mr. Grippando claims water was coming from the walls and the fact that his lines are in the walls may explain why he saw this. He also

has rear discharge toilets which would mean the wax seal around these would make it appear as though it was coming through the walls.

I took no pictures of the initial damage. The pictures provided are from Mr. Grippando. His damage claim is for \$5995.89.

I cannot say with certainty who is at fault here. We did have a sewer main problem, but the backflow preventer should have stopped it. I cannot also say with certainty if the rainwater seeped through the walls, however, at the time of this damage, it had not rained for some 40 plus days.

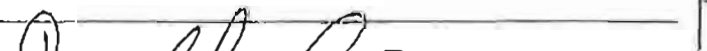

Doug Basinger  
Safety/ Risk Management



**24 Hr. Emergency Service—Commercial & Residential**  
**Licensed & Insured — Reliable & Quality Work**  
**918-318-0042**  
**2810 N. Main St.**  
**McAlester, OK & Surrounding Areas**

DATE ORDERED 5-02-16	ORDER TAKEN BY Duck
PHONE NO. _____	CUSTOMER ORDER # Camera
JOB LOCATION corner of 1 <sup>st</sup> and choctaw in alley	
JOB PHONE 318-0042	STARTING DATE 5-02-16
TERMS Pay within 10 days	

Area w/ city of Melester  
corner

WORK ORDERED	5-2-16	TOTAL LABOR	
DATE ORDERED	5-2-16	TOTAL MATERIALS	
DATE COMPLETED	5-2-16	TOTAL MISCELLANEOUS	
CUSTOMER		SUBTOTAL	
APPROVAL SIGNATURE		TAX	00
AUTHORIZED SIGNATURE		GRAND TOTAL	250

A-2817-3817 / T-3866 10-11



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: June 6, 2016

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

### Subject

Consider and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2016-2017; providing for severability clause; and declaring an emergency.

### Recommendation

Motion to approve an Ordinance adopting the budget for fiscal year 2016-2017 and declaring an emergency.

### Discussion

On May 10, 2016, the City Council held a public hearing to allow citizens the opportunity to express their opinion on the proposed annual operating budget for next fiscal year. The attached ordinance formally adopts the FY 2016-2017 Annual Operating Budget.

### Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

*PJS*

6-9-16

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF  
McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2016-2017.**

**WHEREAS**, the City of McAlester, Oklahoma completed and placed on file with the City Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the City for the fiscal year 2016-2017; and

**WHEREAS**, a notice was published that the City Council for the City would meet on May 10th, 2016, at the hour of 5:30 p.m., in City Council Chambers at City Hall of the City of McAlester for the purpose of giving citizens within the limits of said city an opportunity to be heard in a public hearing upon said budget; and

**WHEREAS**, Article 5, Section 5.06 (1) of the City Charter requires that the budget to be adopted by ordinance; and

**WHEREAS**, this Ordinance is meant to adopt the budget for fiscal year 2016-2017 in ordinance form in accordance with the City Charter.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA  
AS FOLLOWS:**

Section 1. The budget of the City of McAlester, Oklahoma for the fiscal year 2016-2017 is hereby adopted at the departmental level, which budget shows total resources available in the amount of \$91,974,997 with \$46,950,013 of that being estimated beginning fund balance and \$45,024,984 as current year revenues along with fund/departmental budgeted appropriations of \$41,601,900 with \$9,169,025 of that being transfers to other funds leaving a total in the amount of \$32,432,875.

Section 2. Budgeted resources, including any appropriated fund balance for each separate fund of the City of McAlester, for the fiscal year 2016-2017 are set forth in summary in the attached exhibit, and are hereby appropriated for expenditure at the departmental level during the fiscal year 2016-2017.

Section 3. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2016-2017, within a fund, subject to a dollar limitation of \$25,000 and notification to the City Council and the Audit and Finance Advisory Committee, in writing.

Section 4. The City Clerk is directed to transmit a copy of this budget ordinance hereby adopted to the State Auditor and Inspector's Office.

Section 5. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of McAlester hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact of any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 6. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this 14th day of June, 2016.**

CITY OF McALESTER, OKLAHOMA,  
A Municipal Corporation

By: \_\_\_\_\_  
John Browne, Mayor

ATTEST:

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

Approved as to form and legality this 14th day of June, 2016.

\_\_\_\_\_  
William J. Ervin, City Attorney

<b>Fund: Department:</b>	<b>Appropriation Amount</b>
<b>General Fund:</b>	
Council / Mayor	\$114,289
Manager	\$359,372
Finance	\$324,108
City Clerk	\$122,973
Court	\$212,743
Legal	\$153,005
Information Services	\$184,966
Criminal Investigation	\$426,359
Patrol	\$3,053,561
Animal Control	\$47,579
Communications	\$201,258
Fire	\$3,184,276
EMS	\$120,050
Parks	\$780,021
Swimming Pool	\$136,075
Recreation	\$281,917
Cemetery	\$324,791
Facility Maintenance	\$261,205
Planning & Community Development	\$370,548
Human Resources	\$198,537
Streets	\$1,332,278
Interdepartmental	1,504,971
Transfers Out	816,695
<b>MPWA:</b>	
Utility Office	\$522,204
Landfill	\$146,961
Sanitation	\$1,894,738
Engineering	\$411,906
Wastewater Treatment	\$740,300
Water Treatment	\$1,319,826
Utility Maintenance	\$774,472
Interdepartmental	6,523,734
Transfers Out	2,162,101
<b>Airport Authority Fund:</b>	
Airport	\$239,994
Transfers Out	0
<b>Parking Authority Fund:</b>	
Parking Lot Operations	\$2,000
<b>Nutrition Fund:</b>	
Nutrition	\$284,673
<b>Sub-Title D Fund:</b>	
Landfill	\$228,125
<b>Employee Retirement:</b>	
Interdepartmental	\$978,699
<b>Juvenile Fine / Reserve Fund:</b>	
City Attorney	\$23,960
Narcotics	6,096
<b>Police Grant Fund:</b>	
Police	\$0

State Forfeiture Fund: Narcotics	\$0
Cemetery Care Fund: Cemetery	\$5,032
Bond Trustee Fund: Finance	\$0
Airport Grant Fund: Airport	\$0
Educational Fund: Finance Transfers Out	\$0 648,755
Tourism Fund: Tourism Transfers Out	\$288,474 370,334
SE Expo Center Fund: S.E. Expo	\$523,634
E-911 Fund: E-911	\$812,660
Economic Development Fund: Finance Planning & Community Development Transfers Out	\$72,390 393,021 910,346
Gifts & Contributions Fund: Interdepartmental	\$0
CDBG Grants Fund: Engineering	\$0
Fleet Maintenance Fund: Fleet Maintenance	\$603,284
Workers Compensation Fund: Interdepartmental	\$330,000
Emergency Fund:	\$0
Dedicated Sales Tax - MPWA Interdepartmental Transfers Out	\$15,000 4,260,794
Repayment (CIP) Fund: City Manager Parks Streets Utility Billing Water Treatment Utility Maintenance Fleet Maintenance	75,000 0 381,825 0 0 325,000 \$66,985
Federal Forfeiture Fund: Narcotics	\$33,000
Technology Fund: Information Technology	\$215,000



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	2
Department:	Finance		
Prepared By:	Toni Ervin	Account Code:	
Date Prepared:	June 7, 2016	Budgeted Amount:	
		Exhibits:	2

### Subject

Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak 	6-9-16

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2538 setting forth the Budget for Fiscal Year 2015-2016 beginning July 1, 2015 and ending June 30, 2016; and

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2015-2016 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:**

**SECTION 1:** The proposed amendment to the FY 2015-2016 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2015-2016 Budget.

**SECTION 2:** All portions of the existing FY 2015-2016 Budget, Ordinance No. 2538 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION 3:** That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 4:** Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.



SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED** and the **EMERGENCY CLAUSE** ruled on separately this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF MCALESTER, OKLAHOMA**  
**A Municipal Corporation**

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

**ATTEST:**

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
William J. Ervin, City Attorney

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
27	40101		Hotel/Motel Tax	631,200	20,500	651,700
			Total		20,500	

[illegible]

\*\*\* Does not include appropriated fund balance

A1116-041

**FY 15-16 Budget Amendments listed by Fund**

[illegible]



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: 3  
Department: \_\_\_\_\_  
Prepared By: Peter Stasiak, City Manager Account Code: \_\_\_\_\_  
Date Prepared: June 7, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and take action on final acceptance of 2014 CDBG Waterline Replacement Project and authorizing the Mayor to sign the closeout documents.

### Recommendation

Motion to accept 2014 CDBG Waterline Replacement Project as complete and authorize the Mayor to sign the closeout documents.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PJS*

Date

*6-9-16*

## FINAL WAGE COMPLIANCE REPORT

Grant Recipient Name: City of McAlester	Contract Number: 16083 CDBG 14
Contact Person: Millie Vance	Telephone No.: 580-226-6489
Project Name: McAlester Waterline Replacement Project	Project Location: McAlester, OK
Construction Completion Date: 1/6/2016	Contract Amount: \$149,875.00
Prime Contractor: Collins Waterworks, LLC	
Subcontractors: None	

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

☐ Yes ☒ No

2. If YES:

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

b. What was the method of restitution?

☐ Paid by the Contractor

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

Firm

Affected Employees

Amount of  
Restitution Paid

Nature of Violations

(Attach additional pages if necessary.)

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

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

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

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

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

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

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

☐ Yes

☐ No

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

☐

Yes - Reduction.

☐

Yes - Waiver.

☐

No.

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

g. Total amount of Liquidated Damages paid: \$

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

☐

Paid by the Contractor

☐

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

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

☐

Yes

☐

No

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

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

Submitted by:

\_\_\_\_\_  
Signature

6/14/2016  
Date

John Browne  
Typed Name

Mayor  
Title

## MINUTES OF PUBLIC HEARING

**DATE/TIME HELD:** June 14, 2016, at 6:00 pm

**LOCATION:** McAlester City Hall Meeting Room

**TOPIC:** FY-14 CDBG # 16083 Waterline Replacement Project; Final Performance Report

**PLEASE SIGN IN:**

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

A discussion of the FY-14 CDBG # 16083 project was held. The project consisted of the construction of replacement waterlines and fire hydrants in a target neighborhood. The project served 44 persons, with primarily low/moderate income families being served, (71.43%). A total of \$97,473 CDBG funds were spent on the project. Matching funds were provided by the City in the amount of \$97,493. CDBG funds were spent on construction and matching funds were spent on engineering, inspection, administration, and construction. The program was funded under the CDBG Small Cities set aside.

All requirements of the CDBG program were met such as Environmental, Fair Housing, Civil Rights, Section 3, EEO, Procurement and Financial Standards, etc. Final inspections were done. ODOC has monitored the project and there were no findings.

A timetable for close of this project was identified as 6/30/2016. The closeout documents are prepared and ready for signatures.

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

The Public Hearing was closed.

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

## ENGINEER'S CERTIFICATE OF COMPLETION

I, Robert Vaughan, of the firm of Infrastructure Solutions Group, LLC dba Mehlburger Brawley, A registered professional Engineer in the State of Oklahoma, and project Engineer for City of McAlester / McAlester Public Works Authority of Pittsburg, County, Oklahoma, for certain improvements consisting of:

2014 CDBG Water Improvements

Do hereby concur that the above referred to improvements were accomplished according to approved plans and specifications and/or duly authorized change orders, to the best of my knowledge, information and belief. This Certification is for the benefit of the OWNER listed above to finalize the project quantities and payment.


JT Collins of Collins Waterworks, LLC is the prime contractor on this job.

A final field observation of the project was completed.

I DO HEREBY APPROVE THE ABOVE REFERRED TO IMPROVEMENTS, AND RECOMMEND APPROVAL TO THE CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY.

Dated this 21<sup>st</sup> day of January, 2016

Respectfully submitted,

  
Robert Vaughan, P.E./Branch Manager

Warranty period for all work specified in the original bid items will be for two (2) years and begin on the 9th day of September, 2015.

Warranty period for all work specified Change Order No. One (1) will be for two (2) years and begin on the 4th day of December, 2015.

Accepted: City of McAlester

Acknowledged: Collins Waterworks, LLC

This the 21<sup>st</sup> day of Jan, 2016.

This the 16 day of Jan, 2016.

By:   
Signature

By:   
Signature

Steve Harrison, Mayor  
Pete Stosiek, City Manager

JT Collins/Contractor



## Section 3 Summary Report

### Economic Opportunities for Low- and Very Low-Income Persons

**U.S. Department of Housing  
and Urban Development  
Office of Fair Housing  
and Equal Opportunity**

OMB Approval No. 2529-0043  
(exp. 8/31/2007)

HUD Field Office:

OKlahoma City, OK

See back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (contract/award no.)	3. Dollar Amount of Award:
City of McAlester P.O. Box 578 McAlester, OK 74502-0578	16083 CD86 14	97,473.00
	4. Contact Person:	5. Phone: (include area code)
	Millie Vance	580-226-6489
	5. Reporting Period:	7. Date Report Submitted:
	8-29-14 to	

8. Program Code: *	8	(Use a separate sheet for each program code)	9. Program Name:	CDBG State Administered
--------------------	---	--	------------------	-------------------------

## Part I: Employment and Training (\* Include New Hires in columns E &amp; F.)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Other (List) <i>Water Line Replacements</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>

**\*Program Codes**

1 = Flexible Subsidy  
2 = Section 202/811

3 = Public/Indian Housing

A = Development,  
B = Operation  
C = Modernization

4 = Homeless Assistance

5 = HOME  
6 = HOME-State Administered  
7 = CDBG-Entitlement

8 = CDBG-State Administered

9 = Other CD Programs  
10 = Other Housing Programs

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**Part II: Contracts Awarded**

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**1. Construction Contracts:**

A. Total dollar amount of all contracts awarded on the project	\$ 97,473. <sup>00</sup>
B. Total dollar amount of contracts awarded to Section 3 businesses	\$ 0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0 %
D. Total number of Section 3 businesses receiving contracts	0

**2. Non-Construction Contracts:**

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$ 0
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$ 0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0 %
D. Total number of Section 3 businesses receiving non-construction contracts	0

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**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☒ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

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Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: 4  
Department: \_\_\_\_\_  
Prepared By: Millie Vance, Millie Vance, Inc. Account Code: \_\_\_\_\_  
Date Prepared: June 7, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 5

### Subject

Consider and act upon, accepting the bid for the 2015 CDBG Waterline Replacement Project in the amount of \$111,700.00 from Cook's Consulting, LLC and authorizing the Mayor to sign the Award of Contract.

### Recommendation

Motion to approve the bid of \$111,700.00 from Cook's Consulting, LLC for the 2015 CDBG Waterline Replacement Project and authorizing the Mayor to sign the Award of Contract.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PJS*

Date

*6-9-16*



May 24, 2016

City of McAlester  
Attn: Pete Stasiak – City Manager  
P.O. Box 578  
McAlester, Ok 74501

Re: 2015 CDBG Water Improvements  
Letter of Recommendation; Notice of Award

Dear Mr. Stasiak:

The above referenced project was bid at 10:00 a.m., on May 24, 2016, at the McAlester City Hall. Six (6) contractors had received plans and specifications for this project and four (4) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Justin Cook of Cook's Consulting, LLC was the apparent low bidder with a bid of \$111,700.00.

We recommend that the City of McAlester/McAlester Public Works Authority award the contract to Cook's Consulting, LLC in the amount of \$111,700.00.

Enclosed please find two (2) copies of the Notice of Award. Please place approval of the Notice of Award on the agenda of your next meeting. Upon approval please sign both copies of the Notice of Award and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.  
Branch Manager

RV/ks  
Enclosure  
Project No. MC-15-05

cc w/enclosure: Millie Vance – CDBG Grant Administrator

CITY OF MCALISTER/CALESTER PUBLIC WORKS AUTHORITY

2016 CDBG WATER IMPROVEMENTS

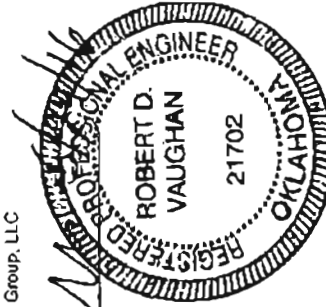
TUESDAY, MAY 24, 2016 @ 10:00 a.m.

BID TABULATION

BASE BID										Cook's Consulting, LLC 129 N. Lee St. Fort Gibson, OK 74434				R&M Utilities, Inc 2908 NBU Prague, OK 74864				Boyd Construction 427504 E. 1600 Rd. Chcotah, OK 74426				W. Brown Enterprises 2905 N. 1st Ave. Durant, OK 74701			
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6-Inch PVC C900 Water Main	1,800	LF	\$28.00	\$44,800.00	\$40.00	\$64,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00	\$35.00	\$56,000.00
2	6-Inch Gate Valve	2	EA	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
3	6-Inch PVC Restrained Joint Water Main (bored)	140	LF	\$70.00	\$9,800.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00	\$50.00	\$7,000.00
4	Connect Proposed 6-inch to Existing 6-inch Water Main	3	EA	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
5	Connect Proposed 6-inch to Existing 2-inch Water Main	1	EA	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
6	12 X 6 Tapping Tee	1	EA	\$3,350.00	\$3,350.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
7	New Fire Hydrant Assembly	3	EA	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00
8	Water Service Reconnection (Short)	14	EA	\$700.00	\$9,800.00	\$2,000.00	\$28,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00
9	Water Service Reconnection (Long)	11	EA	\$1,750.00	\$19,250.00	\$800.00	\$8,800.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00
10	Asphalt Surface Repair	55	LF	\$40.00	\$2,200.00	\$75.00	\$4,125.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00	\$500.00	\$27,500.00
TOTAL AMOUNT OF BASE BID					\$111,700.00		\$143,425.00		\$145,000.00		\$145,000.00		\$145,000.00		\$145,000.00		\$145,000.00		\$145,000.00		\$145,000.00		\$145,000.00		\$145,000.00

\* Denotes Mathematical Error

Infrastructure Solutions Group, LLC



Robert Vaughan, P.E.  
Branch Manager  
RVKs MC-15-05

## NOTICE OF CONTRACT AWARD

TO: Cook's Consulting, LLC  
P.O. Box 10  
Ft. Gibson, Ok 74434  
Phone#: (918) 260-8414  
Duns #: \_\_\_\_\_  
FEI #: \_\_\_\_\_

CDBG Contract No. 16438 CDBG 15  
Project Description: 2015 CDBG Water  
Improvements  
Wage Rate Dec. # OK160035  
Construction Type: Heavy  
Mod # 0 Date 01/08/2016

### B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated April 24, 2016 and May 1, 2016 and in the Information for Bidders, and opened on May 24, 2016. You are hereby notified that your bid has been accepted for bid items in the amount of \$111,700.00. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. 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 \_\_\_\_\_, \_\_\_\_\_.

Owner: City of McAlester/McAlester PWA

By: \_\_\_\_\_

Typed Name & Title: John Browne, Mayor/Chairman

### C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by Cook's Consulting, LLC this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

<https://www.sam.gov/portal/SAM/#1>

### D. Contractor Information:

1. Type of Trade: \_\_\_\_ Construction \_\_\_\_ Other Service ( \_\_\_\_\_ )
2. Business Ownership: \_\_\_\_ Black or African Americans; \_\_\_\_ Asians, Hispanics, or Latinos; \_\_\_\_ American Indian or Alaskan Natives; \_\_\_\_ Native Hawaiian or Other Pacific Islanders; \_\_\_\_ Whites.
3. Minority/Women Owned Business: Yes \_\_\_\_ No \_\_\_\_
4. Section 3 Contractor: Yes \_\_\_\_ No \_\_\_\_

## Notice of Award Instructions

- Section A. Contractor Information: Enter the name, address and phone number of the construction contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number. If the contractor does not have an FEI Number, enter the Social Security Number.
- Section B. Acceptance of Bid: Enter the date of the bid opening and the amount of the contractor's bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Owner". Obtain the signature of the Chief Executive Official (CEO) the of the CDBG grantee on the line beside "By". Type the Name and Title of the CDBG grantee and the CEO.
- Section C. Contractor Eligibility: The construction contractor must complete this Section with the company's name and date of his/her receipt of the Award. The construction contractor must sign at the end of this Section certifying that the company is not on the Federal debarred list and is eligible to work on the project. Review of the contractor's eligibility on the worldwide web at <https://www.sam.gov/portal/public/SAM>
- Section D: Contractor Information:
1. Type of Trade: Check beside appropriate trade for contractor.
  2. Business Ownership: Check beside the appropriate race/ethnicity of the contractor.
  3. Check yes or no for minority/women-owned business. (A minority/women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
  4. Section 3 Contractor: Contracts of more than \$100,000 require the construction contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

## NOTICE OF CONTRACT AWARD

TO: <u>Cook's Consulting, LLC</u>	CDBG Contract No. <u>16438 CDBG 15</u>
<u>P.O. Box 10</u>	Project Description: <u>2015 CDBG Water</u>
<u>Ft. Gibson, Ok 74434</u>	<u>Improvements</u>
Phone#: <u>(918) 260-8414</u>	Wage Rate Dec. # <u>OK160035</u>
Duns #: _____	Construction Type: <u>Heavy</u>
FEI #: _____	Mod # <u>0</u> Date <u>01/08/2016</u>

### B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated April 24, 2016 and May 1, 2016 and in the Information for Bidders, and opened on May 24, 2016. You are hereby notified that your bid has been accepted for bid items in the amount of \$111,700.00. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. 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 \_\_\_\_\_, \_\_\_\_\_.

Owner: City of McAlester/McAlesler PWA

By: \_\_\_\_\_

Typed Name & Title: John Browne, Mayor/Chairman

### C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by Cook's Consulting, LLC this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

<https://www.sam.gov/portal/SAM/#1>

### D. Contractor Information:

1. Type of Trade: \_\_\_\_ Construction \_\_\_\_ Other Service (\_\_\_\_\_)
2. Business Ownership: \_\_\_\_ Black or African Americans; \_\_\_\_ Asians, Hispanics, or Latinos; \_\_\_\_ American Indian or Alaskan Natives; \_\_\_\_ Native Hawaiian or Other Pacific Islanders; \_\_\_\_ Whites.
3. Minority/Women Owned Business: Yes \_\_\_\_ No \_\_\_\_
4. Section 3 Contractor: Yes \_\_\_\_ No \_\_\_\_



## **Notice of Award Instructions**

- Section A. **Contractor Information:** Enter the name, address and phone number of the construction contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number. If the contractor does not have an FEI Number, enter the Social Security Number.
- Section B. **Acceptance of Bid:** Enter the date of the bid opening and the amount of the contractor's bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Owner". Obtain the signature of the Chief Executive Official (CEO) the of the CDBG grantee on the line beside "By". Type the Name and Title of the CDBG grantee and the CEO.
- Section C. **Contractor Eligibility:** The construction contractor must complete this Section with the company's name and date of his/her receipt of the Award. The construction contractor must sign at the end of this Section certifying that the company is not on the Federal debarred list and is eligible to work on the project. Review of the contractor's eligibility on the worldwide web at <https://www.sam.gov/portal/public/SAM>
- Section D: **Contractor Information:**
1. **Type of Trade:** Check beside appropriate trade for contractor.
  2. **Business Ownership:** Check beside the appropriate race/ethnicity of the contractor.
  3. Check yes or no for minority/women-owned business. (A minority/women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
  4. **Section 3 Contractor:** Contracts of more than \$100,000 require the construction contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: 5  
Department: \_\_\_\_\_  
Prepared By: Millie Vance, Millie Vance, Inc. Account Code: \_\_\_\_\_  
Date Prepared: June 7, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, adopting a Resolution to Apply for FY-2016 CDBG Grant.

### Recommendation

Motion to approve adopting the resolution to Apply for the FY-2016 CDBG Grant.

### Discussion

### Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

*PJS*

*6-9-16*

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2016 SMALL CITIES PROGRAM**

**RESOLUTION**

**WHEREAS**, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

**WHEREAS**, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

**WHEREAS**, the City of McAlester (Unit of Government) is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

**NOW THEREFORE, BE IT RESOLVED** by the (Governing Body) City Council that the City of McAlester (Government Subdivision) desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

**NOW THEREFORE, BE IT RESOLVED** by the City Council (Governing Body) that the City of McAlester (Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of McAlester (Government Subdivision) is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

**ADOPTED** this 14th day of June, 2016, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

John Browne, Mayor

6/14/2016

(Type) Name and Title of Chief Elected Official

Date

\_\_\_\_\_  
Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me \_\_\_\_\_, 20\_\_\_\_ My commission

expires \_\_\_\_\_, 20\_\_\_\_.

Commission No. \_\_\_\_\_

\_\_\_\_\_  
Clerk Signature



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	6
Department:			
Prepared By:	Millie Vance, Millie Vance, Inc.	Account Code:	
Date Prepared:	June 7, 2016	Budgeted Amount:	
		Exhibits:	1

### Subject

Consider and act upon, adopting a Resolution to Leverage (Matching) funds for FY-2016 CDBG Water Line Replacement Project.

### Recommendation

Motion to approve to Leverage (Matching) funds for FY-2016 CDBG Water Line Replacement Project.

### Discussion

### Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

*PJS*

6-9-16

Resolution # \_\_\_\_\_

## RESOLUTION ON LEVERAGED FUNDS

Whereas, the **City of McAlester** is applying for CDBG funds from the Oklahoma Department of Commerce (ODOC); and

Whereas, the **City of McAlester** hereby commits leveraged funds in the FY-2016 grant application to ODOC for the 2016 Waterline Replacements Project;

Now therefore, the **City of McAlester** does designate the following source of leveraged funds:

<u>SOURCE</u>	<u>AMOUNT</u>
Cash - City of McAlester (For engineering, inspection, admin. & construction costs.)	\$86,699.00
<b>TOTAL</b>	<b>\$86,699.00</b>

This resolution adopted on this 14th day of June, 2016,  
by the City Council of the **City of McAlester**.

John Browne, Mayor

Typed Name and Title

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Attest: Cora Middleton, Clerk

(Seal)



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	7
Department:			
Prepared By:	Millie Vance, Millie Vance, Inc.	Account Code:	
Date Prepared:	June 7, 2016	Budgeted Amount:	
		Exhibits:	1

### Subject

Consider and act upon, adopting a Residential Anti-Displacement Plan for FY-2016 CDBG Water Line Replacement Project.

### Recommendation

Motion to approve a Residential Anti-Displacement Plan for FY-2016 CDBG Water Line Replacement Project.

### Discussion

### Approved By

Department Head

City Manager

P. Stasiak

Initial

*PJS*

Date

*6-9-16*

## RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The **City of McAlester** will undertake community economic development activities (Waterline Replacement Project) funded through the Oklahoma Department of Commerce CDBG-EDIF Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the **City of McAlester** in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the **City of McAlester** will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
2. A time schedule for commencement and completion of the demolition or conversion;
3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with the housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the **City of McAlester** will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

**City of McAlester**

By: \_\_\_\_\_  
John Browne, Mayor

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

**ATTEST**

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

(City Seal)



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016 Item Number: 8  
Department: \_\_\_\_\_  
Prepared By: Millie Vance, Millie Vance, Inc. Account Code: \_\_\_\_\_  
Date Prepared: June 7, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, adopting a Contract with Millie Vance Incorporated to prepare FY-2016 CDBG grant application and administer project.

### Recommendation

Motion to approve and authorizing the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2016 CDBG grant application and administer project.

### Discussion

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak <u>[Signature]</u>	<u>6-9-16</u>



## CONTRACT FOR ADMINISTRATIVE SERVICES

The City of McAlester hereafter referred to as **City**, and Millie Vance Incorporated hereafter referred to as **Contractor**, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the 15<sup>th</sup> day of August 2016, and shall be in effect through the 15<sup>th</sup> day of August, 2018. The contract period may be extended by mutual agreement of both parties.

**This contract will be null and void if no grant funds are received.**

### I. SCOPE OF SERVICES

The **Contractor** agrees to perform administrative consulting services as specified in **Administrative Responsibilities, Attachment 2 of CDBG Requirement 402**, (hereby attached to this contract), of the CDBG Implementation Manual for the purpose of carrying out the Community Development Block Grant (CDBG) project:

**Project:** CDBG 16 **Project Name:** CDBG Waterline Replacements Project

### II. COMPENSATION AND METHOD OF PAYMENT

If the project is funded, the **City** agrees to pay the **Contractor**, as compensation for administrative consulting services, a total sum not to exceed **\$6,935**.

### III. GENERAL TERMS AND CONDITIONS

A. **Subcontract Notification Provision:** None of the work and services covered by this contract may be subcontracted without the written consent of the **City**. In no event will any subcontract incur any obligation on the part of the **City**.

B. **Modification:** This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.

C. **Interpretation, Remedies:**

1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree, in writing, to utilize an outside mediator to assist the parties to come to an agreement.
2. Neither forbearance nor payment by the **City** shall be construed to constitute waiver of any remedies for any default or breach by the **Contractor** that exists then or occurs later.

### D. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

#### **E. HOLD HARMLESS CLAUSE**

**Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Contractor**. **Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for **Contractor**, **Contractor** will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees for all the hereinbefore described expenses, claims, actions or amounts recovered.

#### **F. PERSONNEL**

1. The **Contractor** represents that she has or will secure, at her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the **City**.
2. The **Contractor** has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the **Contractor** or under her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

#### **G. TERMINATION OF CONTRACT FOR CAUSE**

1. If, for any cause, the **Contractor** shall fail to fulfill in a timely and proper manner her obligations under this contract or if the **Contractor** shall violate any of the covenants, agreements or stipulations of this contract, the **City** shall thereupon have the right to terminate this contract by giving written notice to the **Contractor** of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the contract by the **Contractor** and the **City** may withhold any payments to the **Contractor** until such time as the exact amount of damages due the **City** from the **Contractor** is determined.

#### **H. TERMINATION FOR CONVENIENCE OF THE CITY**

The **City** may terminate this contract at any time by giving at least 30 days notice in writing to the **Contractor**. If the contract is terminated by the **City** as provided herein, the **Contractor** will be paid for the time provided and all allowable expenses incurred up to the termination date.

**I. CONFLICT OF INTEREST**

No member of the governing body of the City or any other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the Contractor shall take appropriate steps to assure compliance.

**J. INTEREST OF CONTRACTOR AND EMPLOYEES**

The Contractor covenants that she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed.

**K. REPORTS AND INFORMATION**

1. The Contractor, at such times and in such forms as the City may require, shall furnish the City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
2. The Contractor shall furnish the City with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the City or Federal and State grantor agencies.

**L. COMPLIANCE WITH LOCAL LAWS**

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

**M. COPYRIGHT**

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

**N. RECORDS AND AUDITS**

The Contractor shall assist the City in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. The Contractor shall also retain Contractor's own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by the City or until all audit findings have been resolved, whichever is later. Contractor shall permit authorized representatives of the Oklahoma Dept. of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

## **0. ANTI-KICKBACK REGULATIONS**

The **Contractor** shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

## **P. EQUAL EMPLOYMENT OPPORTUNITY**

The **Contractor** shall comply with the following equal opportunity requirements as part of CDBG assurances:

- 1. Civil Rights Act of 1964, Title VI:** Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance.
- 2. Housing and Community Development Act of 1974, Section 109:** Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded under the Act.
- 3. Housing and Urban Development Act of 1968, Section 3:** Contractor shall comply with Section 3, which provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.
- 4. Affirmative Action:** Contractor shall take affirmative action steps to contract with small and minority-owned firms and women's business enterprises as a part of the requirements of 24 CFR, Part 85.36 or 24 CFR, Part 570, Sub-part J. Affirmative action steps include but are not limited to the following:
  - a. Including qualified small, minority and women's business enterprises on solicitation lists;
  - b. Assuring that small, minority and women's business enterprises are solicited whenever they are potential sources;
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women's business enterprises participation;
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women's business enterprises;
  - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors;
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative action steps in a. through e. above.

## **Q. AGE DISCRIMINATION ACT OF 1975**

**Contractor** shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by Federal funds.

**R. REHABILITATION ACT OF 1973, SECTION 504**

**Contractor** shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any programs or activities receiving Federal financial assistance.

Executed by:

City of McAlester  
Name of City

\_\_\_\_\_  
Signature  
  
John Browne, Mayor  
Typed Name & Title

June 14, 2016  
Date

ATTEST:

\_\_\_\_\_  
Signature  
  
Cora Middleton, City Clerk  
Typed Name & Title

(CITY SEAL)

Executed by:

Millie Vance Incorporated  
Contractor

\_\_\_\_\_  
Signature  
  
Millie Vance, President  
Typed Name & Title

June 14, 2016  
Date

(CORPORATE SEAL)

## ADMINISTRATIVE RESPONSIBILITIES

### I. ADMINISTRATIVE TASKS

When a **Contractor (administrator)** enters into a contract for administrative services, the administrator shall comply with all Federal and State laws and all ODOC requirements. However, the City is not relieved of its contractual obligation to ensure compliance. The following list identifies who shall be responsible to ensure the following tasks are completed in a timely manner:

	<u>City</u>	<u>Certified CDBG Administrator</u>
A. Public Hearings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Environmental Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Release of Funds	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Requests for Payment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Monthly Expenditure Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Project Files	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Quarterly Progress Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. Bid Documents, Notice of Award, Pre-Construction Conference, Notice to Proceed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Weekly Payrolls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. On-site Interviews	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Coordinate On-site Visits (Construction)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L. Closeout Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
M. Job Tracking	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### II. DEFINITIONS: The following are definitions of the above assigned tasks:

- A. Public Hearing: All public hearings must be held in accordance with the City's Citizen Participation Plan in order to comply with 24 CFR 570.486.
- B. Environmental Review: Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds and acquiring adequate documentation. For activities not exempt from environmental assessments, an environmental assessment will be prepared. For activities exempt and/or categorically excluded from environmental assessments, prepare a written Finding of Exemption, which should identify the project or activity and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands and other applicable authorities.
- C. Release of Funds: Preparation of Environmental Review, leverage/commitment (if applicable), insurance and bonding, Residential Anti-Displacement Plan, Placement Plan (ED projects only), and Special Conditions (as required). These documents will be presented to the local governing board for approval and signature and submitted to ODOC for processing.

- D. Requests for Payment: Requests for funds must be submitted to ODOC on the approved form and prepared in conformance with the instructions provided. **Only** request funds that can be expended within the allotted time (15 days from date funds received). The following information is needed to complete this form: Engineer pay estimates, approved invoices, Non-collusion affidavits and other documents as required by the governing board. Although the administrator can complete this form, the **City** must sign it.
- E. Monthly Expenditure Reports: The **City** must report all funds received in a timely manner. A Monthly Expenditure Report must be completed and sent to ODOC by the 10<sup>th</sup> of the following month in which CDBG funds have been received. The administrator can complete this report, however, it must be signed by an authorized representative of the **City**. Failure to submit this report will result in Requests for Payment being held until all funds received have been reported.
- F. Project Files: All originals are to be maintained with the **City** to demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained.
- G. Quarterly Program Reports: This report must be prepared and submitted to ODOC by the 10<sup>th</sup> day of July, October, January, and April.
- H. Bid Documents, Notice of Award, Pre-construction Conference, and Notice to Proceed: Preparation of the Notice of Award with certification from the construction contractor that he is not listed on the "Debarred List". Ensure a copy is submitted to ODOC. Conduct the Pre-Construction Conference, prepare a report in conjunction with contractor, engineer, architect, and subcontractor to explain contract requirements.
- I. Weekly Payrolls: Ensure weekly payrolls and statements of compliance are submitted and compared with Davis-Bacon Wage Rates.
- J. On-site Interviews: Conduct on-site interviews of at least 10% of the subcontractor's employees for each job classification. Interview must be conducted at least once during the course of construction.
- K. On-Site Visits: Coordinate On-Site visits.
- L. Closeout Documents: Transmittal of CDBG Closeout documents, Final Expenditure Reports, Contract Closeout Certifications and Beneficiary Report.
- M. Job Tracking: If applicable to project, track jobs and prepare quarterly reports to submit to ODOC.



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016  
Community & Economic  
Department: Development  
George Estrada/ Leroy  
Prepared By: Alsup  
Date Prepared: June 7, 2016

Item Number: 9  
Account Code:  
Budgeted Amount:  
Exhibits: Eleven

### Subject

Consider and act upon, Building Demolition & Site Clearance Contracts with Dill Transport, Inc. in the sum of \$4,500, XL Construction, LLC in the sum of \$8,700, and Moss Trucking DBA as Henry Moss in the sum of \$13,400.

### Recommendation

Motion to award Building Demolition & Site Clearance Contracts to Dill Transport, Inc. in the sum of \$4,500, XL Construction, LLC in the sum of \$8,700, and Moss Trucking DBA as Henry Moss in the sum of \$13,400 and to authorize the Mayor to execute the respective Notice of Awards and Building Demolition & Site Clearance Contracts with Dill Transport Inc., XL Construction, LLC., and Moss Trucking DBA as Henry Moss.

### Discussion

#### Dilapidated Structure Condemnation Resolution No. 16-04 Adopted on 04-12-2016

	Property Owner	Property Address	Status as of 5-12-2015
1	Ricky & Delphia L. Mize (Contract)EZ Properties (Owner)	715 N 2nd St	Bid Date 06-06-2014
2	Minnie Moses, Et Al	505 E Chickasaw Ave	Bid Date 06-06-2014
3	Ilir A. Ludlam	512 W Madison Ave	Bid Date 06-06-2014
4	Leona E. Diamond	501 E Seneca Ave	Bid Date 06-06-2014
5	Karen G. Harden & Jerry L. Rose	601 E Seminole Ave	Bid Date 06-06-2014
6	Erasmio Quintero	625 Short Stonewall	Bid Date 06-06-2014
7	Barbara Hennington	901 S C ST	Demolition/Site Clearance Completed by Owner
8	George D. & Joyce M. Evans	318 E Pierce Ave	Demolition/Site Clearance Completed by Owner
9	Tim P. Ramsey	518 W Carl Albert Pkwy	Demolition/Site Clearance In Progress by Owner
10	Wendell R. Cook	1516 Park Dr	Under 90-Day Special Remodeling Permit

- Balance of funding in the FY2015-2016 Budget for Demolition (01-652-5652319)- \$27,500.



# BID TABULATION

City of McAlester

Bid Opening for Building Demolition and Site Clearance Services

Monday, June 6, 2016, at 2:00 PM

Property Address	Bidder Name				Individual Low Bidder			Total
	Dill Construction	American Demolition	XL Construction	Moss Trucking	Dill Construction	XL Construction	Moss Trucking	
715 N 2nd St	No Bid	\$8,619.00	\$4,800.00	\$4,800.00			\$4,800.00	\$4,800.00
505 E Chickasaw Ave	\$4,500.00	\$6,592.00	\$4,200.00	\$3,700.00			\$3,700.00	\$3,700.00
512 W Madison Ave	\$4,500.00	\$6,501.00	\$4,800.00	\$4,900.00	\$4,500.00			\$4,500.00
501 E Seneca Ave	\$5,000.00	\$11,265.00	\$4,800.00	\$5,200.00		\$4,800.00		\$4,800.00
601 E Seminole Ave	\$5,000.00	\$7,555.00	\$5,800.00	\$4,900.00			\$4,900.00	\$4,900.00
625 Short Stonewall	No Bid	\$6,978.00	\$3,900.00	\$4,650.00		\$3,900.00		\$3,900.00
Subtotal	\$19,000.00	\$47,510.00	\$28,300.00	\$28,150.00	\$4,500.00	\$8,700.00	\$13,400.00	\$26,600.00
901 S C St	No Bid	No Bid	\$2,800.00	No Bid		\$2,800.00		\$2,800.00
318 E Pierce Ave	\$4,000.00	No Bid	\$2,800.00	\$2,500.00			\$2,500.00	\$2,500.00
518 W Carl Albert Pkwy	\$4,500.00	\$3,760.00	\$2,900.00	\$3,400.00		\$2,900.00		\$2,900.00
1516 Park Dr	No Bid	\$18,240.00	\$11,900.00	\$14,900.00		\$11,900.00		\$11,900.00
TOTAL	\$27,500.00	\$69,510.00	\$48,700.00	\$48,950.00	\$4,500.00	\$26,300.00	\$15,900.00	\$46,700.00

The following documents are attached for your reference:

1. Notice of Award to Dill Transport, Inc.
2. Notice of Award to XL Construction, LLC
3. Notice of Award to Moss Trucking, DBA as Henry Moss
4. Bid Tabulation (June 6, 2016)
5. Dill Transport, Inc. Building Demolition & Site Clearance Bid
6. American Demolition Building Demolition & Site Clearance Bid
7. XL Construction, LLC Building Demolition & Site Clearance Bid
8. Moss Trucking, DBA as Henry Moss Demolition & Site Clearance Bid
9. Proof of Publication- Notice to Bidders published on Sunday May 22 & Sunday May 29, 2016
10. Building Demolition & Site Clearance Bid Packet distributed to all potential Bidders
11. Resolution No. 16-04 recorded with County Clerk on April 19, 2016

## Approved By

Department Head

L. Alsup

Initial

LA

Date

06/07/2016

City Manager

P. Stasiak

*PJS*

6-9-16

**NOTICE OF AWARD  
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES  
CITY OF MCALESTER**

TO: Dill Transport, Inc.  
P.O. Box 554, Bokoshe, OK 74930

DATE: June 14, 2016

**BUILDING DEMOLITION & SITE CLEARANCE SERVICES:**

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
512 W. Madison Avenue	One Story Frame	\$4,500
Total Award		\$4,500

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated May 22 & 29, 2016 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$4,500.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

You are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
John Browne, Mayor

June 14, 2016

\_\_\_\_\_  
DATE

Acknowledgement of Receipt by Bidder:

\_\_\_\_\_  
Jessica Dill, Owner

\_\_\_\_\_  
DATE

**NOTICE OF AWARD  
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES  
CITY OF MCALESTER**

TO: XL Construction, LLC  
P.O. Box 682, McAlester, OK 74501

DATE: June 14, 2016

**BUILDING DEMOLITION & SITE CLEARANCE SERVICES:**

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
501 E. Seneca Ave.	One Story Frame	\$4,800
625 Short Stonewall	One Story Frame	\$3,900
Total Award		\$8,700

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated May 22 & 29, 2016 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$8,700.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

You are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
John Browne, Mayor

\_\_\_\_\_  
June 14, 2016

\_\_\_\_\_  
DATE

Acknowledgement of Receipt by Bidder:

\_\_\_\_\_  
Sarah Stanford, Office Manager

\_\_\_\_\_  
DATE

**NOTICE OF AWARD  
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES  
CITY OF MCALESTER**

TO: Moss Trucking, DBA as Henry Moss  
Route 6, Box 253, McAlester, OK 74501

DATE: June 14, 2016

**BUILDING DEMOLITION & SITE CLEARANCE SERVICES:**

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
715 N 2nd St.	One Story Frame	\$4,800
505 E. Chickasaw Ave.	One Story Frame	\$3,700
601 E. Seminole Ave.	Two Story Frame	\$4,900
Total Award		\$13,400

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated May 22 & 29, 2016 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$13,400.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

You are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
John Browne, Mayor

June 14, 2016

\_\_\_\_\_  
DATE

Acknowledgement of Receipt by Bidder:

\_\_\_\_\_  
Moss Trucking, DBA as Henry Moss, Owner

\_\_\_\_\_  
DATE

# BID TABULATION

City of McAlester

Bid Opening for Building Demolition and Site Clearance Services

Monday, June 6, 2016, at 2:00 PM

## Bidder Name

## Individual Low Bidder

Property Address	Dill Construction	American Demolition	XL Construction	Moss Trucking	Dill Construction	American Demolition	XL Construction	Moss Trucking	Total
715 N 2nd St	No Bid	\$ 8,619.00	\$ 4,800.00	\$ 4,800.00				\$ 4,800.00	\$ 4,800.00
901 S C St	No Bid	No Bid	\$ 2,800.00	No Bid			\$ 2,800.00		\$ 2,800.00
518 W Carl Albert Pkwy	\$ 4,500.00	\$ 3,760.00	\$ 2,900.00	\$ 3,400.00			\$ 2,900.00		\$ 2,900.00
505 E Chickasaw Ave	\$ 4,500.00	\$ 6,592.00	\$ 4,200.00	\$ 3,700.00				\$ 3,700.00	\$ 3,700.00
512 W Madison Ave	\$ 4,500.00	\$ 6,501.00	\$ 4,800.00	\$ 4,900.00	\$ 4,500.00				\$ 4,500.00
1516 Park Dr	No Bid	\$ 18,240.00	\$ 11,900.00	\$ 14,900.00			\$ 11,900.00		\$ 11,900.00
318 E Pierce Ave	\$ 4,000.00	No Bid	\$ 2,800.00	\$ 2,500.00				\$ 2,500.00	\$ 2,500.00
501 E Seneca Ave	\$ 5,000.00	\$ 11,265.00	\$ 4,800.00	\$ 5,200.00			\$ 4,800.00		\$ 4,800.00
601 E Seminole Ave	\$ 5,000.00	\$ 7,555.00	\$ 5,800.00	\$ 4,900.00				\$ 4,900.00	\$ 4,900.00
625 Short Stinewall	No Bid	\$ 6,978.00	\$ 3,900.00	\$ 4,650.00			\$ 3,900.00		\$ 3,900.00

Total \$ 27,500.00 \$ 69,510.00 \$ 48,700.00 \$ 48,950.00 \$ 4,500.00 \$ 15,900.00 \$ 26,300.00 \$ 46,700.00

*Jayne Clifford*  
Jayne Clifford

06-Jun-16

Date

Bid Opening Attendees: Leroy Alsop, Jayne Clifford, George Estrada, James Schulz, Henry Moss, Tracy Parrott, Sarah Stanford

**ATTACHMENT #2  
BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES**

**City of McAlester  
Community & Economic Development Department  
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): No Addenda attached

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS <sup>1</sup>
715 N 2nd St.	One Story Frame	\$ _____
901 S. C St.	One Story Frame	\$ _____
518 W. Carl Albert Pkwy.	One Story Frame	\$ 4500.00
505 E. Chickasaw Ave.	One Story Frame	\$ 4500.00
512 W. Madison Ave.	One Story Frame	\$ 4500.00
1516 Park Dr.	Two Story Frame	\$ _____
318 E. Pierce Ave.	One Story Frame	\$ 4000.00
501 E. Seneca Ave.	One Story Frame	\$ 5000
601 E. Seminole Ave.	Two Story Frame	\$ 5000.00
625 Short Stonewall	One Story Frame	\$ _____
TOTAL BID FOR ALL ADDRESSES <sup>2</sup>		\$ 27,500.00
<sup>1</sup> The Bid Price Per address shall include all Landfill Dump Fees.		
<sup>2</sup> Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

**Employee Information:**

- Is the Bidder/Contractor a sole proprietor without employees: YES ~~NO~~ (circle one)
- If the Bidder/Contractor has employees working for them, how many employees do you employ? 3

(BID FORM CONTINUED ON NEXT PAGE)

## Page 2

- Table A- Proposed Subcontracts Breakdown
- Non-Collusion Affidavit
- Conflict of Interest Disclosure Form

6/3/16  
Date

(918) 441 8679  
Contact Phone Number

**TABLE A**  
**PROPOSED SUBCONTRACTS BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3
Name of Sub-Contractor	Type of Contract (business or profession)	Total Approximate Dollar Amount
None	Sub Contractor	

Date 6/3/16

NON-COLLUSION AFFIDAVIT

State of Oklahoma )  
County of LeFlore ) SS:

Jessie Dill, of lawful age, being first duly sworn, deposes and says that:

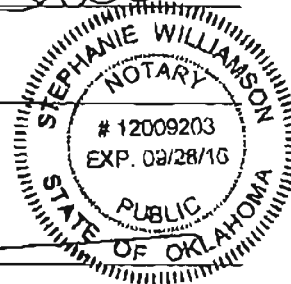
- (1) He is owner of Dill Transport, Inc. the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Signed before me this 3<sup>rd</sup> day of June, 2016.

Notary Public



My Commission expires: 9-28-16



**CITY OF MCALESTER  
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO           

NAME(S)

POSITION(S)

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature] 12/3/16  
Signature of Owner or Authorized Agent Date

Dill Transport, Inc.  
Company or Bidder Name (Please Print or Type)

918 441 8679  
Contact Phone Number

PO Box 554 Bokoshe, OK  
Mailing Address (Please Print or Type)  
74930

**ATTACHMENT #2**  
**BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES**

City of McAlester  
 Community & Economic Development Department  
 Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): \_\_\_\_\_

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS <sup>1</sup>
715 N 2nd St.	One Story Frame	\$ 8619. <sup>00</sup>
901 S. C St.	One Story Frame	\$
518 W. Carl Albert Pkwy.	One Story Frame	\$ 3760. <sup>00</sup>
505 E. Chickasaw Ave.	One Story Frame	\$ 6592. <sup>00</sup>
512 W. Madison Ave.	One Story Frame	\$ 6501. <sup>00</sup>
1516 Park Dr.	Two Story Frame	\$ 18,240. <sup>00</sup>
318 E. Pierce Ave.	One Story Frame	\$
501 E. Seneca Ave.	One Story Frame	\$ 11,205. <sup>00</sup>
601 E. Seminole Ave.	Two Story Frame	\$ 7555. <sup>00</sup>
625 Short Stonewall	One Story Frame	\$ 6978. <sup>00</sup>
TOTAL BID FOR ALL ADDRESSES <sup>2</sup>		\$
<sup>1</sup> The Bid Price Per address shall include all Landfill Dump Fees.		
<sup>2</sup> Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

Employer Information

1. Is the Bidder/Contractor a sole proprietor without employees: YES NO (circle one)
2. If the Bidder/Contractor has employees working for them, how many employees do you employ? \_\_\_\_\_

(BID FORM CONTINUED ON NEXT PAGE)

Attachment #2  
City of McAlester  
Bid Form for Building Demolition & Site Clearance Services

Page 2

Required Attachments:

- o Table A- Proposed Subcontracts Breakdown
- o Non-Collusion Affidavit
- Conflict of Interest Disclosure Form

AMERICAN DEMOLITION  
Company or Bidder Name (Please Print or Type)

6-1-16  
Date

5263 S 65<sup>TH</sup> W AVE

918-241-1100  
Contact Phone Number

TALEA, OK 74107  
Mailing Address (Please Print or Type)

[Signature]  
Signature of Owner or Authorized Agent

TABLE A  
PROPOSED SUBCONTRACTS BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3
Name of Sub-Contractor	Type of Contract (business or profession)	Total Approximate Dollar Amount

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Location

\_\_\_\_\_  
Company Officer (Signature)

\_\_\_\_\_  
Date

NON-COLLUSION AFFIDAVIT

State of OKLAHOMA )  
 ) SS:  
County of TULSA )

GREG BURKETT, of lawful age, being first duly sworn, deposes and says that:

- (1) He is OWNER of AMERICAN DEMOLITION the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]  
(Signed)

Owner  
(Title)

Signed before me this 1 day of JUNE 2016.

[Signature]  
Notary Public

My Commission expires: ~~12-11-19~~



**CITY OF MCALESTER  
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO   X  

NAME(S)

POSITION(S)


  
Signature of Owner or Authorized Agent

Date

AMERICAN DEMOLITION  
Company or Bidder Name (Please Print or Type)

5263 S 65<sup>th</sup> W AVE

918-241-1100  
Contact Phone Number

TULSA, OK 74107  
Mailing Address (Please Print or Type)

**ATTACHMENT #2  
BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES**

City of McAlester  
Community & Economic Development Department  
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): \_\_\_\_\_

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS <sup>1</sup>
715 N 2nd St.	One Story Frame	\$ 4800.00
901 S. C St.	One Story Frame	\$ 2800.00
518 W. Carl Albert Pkwy.	One Story Frame	\$ 2900.00
505 E. Chickasaw Ave.	One Story Frame	\$ 4200.00
512 W. Madison Ave.	One Story Frame	\$ 4800.00
1516 Park Dr.	Two Story Frame	\$ 11,900.00
318 E. Pierce Ave.	One Story Frame	\$ 2800.00
501 E. Seneca Ave.	One Story Frame	\$ 4800.00
601 E. Seminole Ave.	Two Story Frame	\$ 5800.00
625 Short Stonewall	One Story Frame	\$ 3900.00
TOTAL BID FOR ALL ADDRESSES <sup>2</sup>		\$ 48,700.00
<sup>1</sup> The Bid Price Per address shall include all Landfill Dump Fees.		
<sup>2</sup> Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

**Employee Information:**

1. Is the Bidder/Contractor a sole proprietor without employees: YES / NO (circle one)
2. If the Bidder/Contractor has employees working for them, how many employees do you employ? 13

(BID FORM CONTINUED ON NEXT PAGE)

NON-COLLUSION AFFIDAVIT

State of Oklahoma )  
County of Pittsburg ) SS:

Sarah Stanford, of lawful age, being first duly sworn, deposes and says that:

- (1) He is Secretary of XL Construction LLC the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Sarah Stanford  
(Signed)

Secretary  
(Title)

Signed before me this 12th day of June, 2016.

Wayne L. Clifton  
Notary Public

My Commission expires: 12/11/18



CITY OF MCALESTER  
CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO X

NAME(S)

POSITION(S)


Sarah Stanford

Signature of Owner or Authorized Agent

6-6-16

Date

YL Construction LLC

Company or Bidder Name (Please Print or Type)

PO Box 682

918-470-7044

Contact Phone Number

McAlester, OK 74502

Mailing Address (Please Print or Type)



**ATTACHMENT #2  
BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES**

**City of McAlester  
Community & Economic Development Department  
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): \_\_\_\_\_

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
715 N 2nd St.	One Story Frame	\$ 4800.00
901 S. C St.	One Story Frame	\$ Gone
518 W. Carl Albert Pkwy.	One Story Frame	\$ 3400.00
505 E. Chickasaw Ave.	One Story Frame	\$ 3700.00
512 W. Madison Ave.	One Story Frame	\$ 4900.00
1516 Park Dr.	Two Story Frame	\$ 14900.00
318 E. Pierce Ave.	One Story Frame	\$ 2500.00
501 E. Seneca Ave.	One Story Frame	\$ 5200.00
601 E. Seminole Ave.	Two Story Frame	\$ 4900
625 Short Stonewall	One Story Frame	\$ 4650
TOTAL BID FOR ALL ADDRESSES <sup>2</sup>		\$ 218950
<sup>1</sup> The Bid Price Per address shall include all Landfill Dump Fees.		
<sup>2</sup> Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

Employee Information:

1. Is the Bidder/Contractor a sole proprietor without employees: (YES) NO (circle one)
2. If the Bidder/Contractor has employees working for them, how many employees do you employ? \_\_\_\_\_

(BID FORM CONTINUED ON NEXT PAGE)

NON-COLLUSION AFFIDAVIT

State of OKla )  
County of Pitts ) SS:

\_\_\_\_\_. of lawful age, being first duly sworn, deposes and says that:

- (1) He is Henry Moss of Moss TRK the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]

(Title) [Signature]

Signed before me this 16th day of June, 2016.

[Signature]  
Notary Public

My Commission expires: 12/11/18



**CITY OF MCALESTER  
CONFLICT OF INTEREST DISCLOSURE FORM**


For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO   X  

NAME(S)

POSITION(S)


  
Signature of Owner or Authorized Agent      Date

Henry Moss  
Company or Bidder Name (Please Print or Type)  
9184211898  
Contact Phone Number

92 Tow Rd mcoK  
Mailing Address (Please Print or Type)

# PROOF OF PUBLICATION

McAlester News-Capital

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

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

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

1st insertion... May 22nd .....2016  
2nd Insertion... May 29th .....2016  
3rd Insertion.....2016  
4th Insertion.....2016  
5th Insertion.....2016

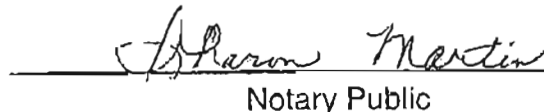
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter,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

Publication Fee..... \$ 135.81

  
Publisher

SUBSCRIBED and sworn to before me this

31st day of May, 2016.

  
Notary Public

#00002414

My Commission expires: 03/23/20



(Published in the McAlester News-Capital on May 22nd & 29th, 2016.)

## CITY OF McALESTER NOTICE TO BIDDERS

Notice is hereby given that the City of McAlester, Oklahoma will accept sealed bids until 2:00 p.m. (local time), Monday, June 6, 2016 for Building Demolition and Site Clearance Services for the various Residential and related Structures on the properties listed below:

PROPERTY ADDRESS	TYPE OF STRUCTURE
715 N 2nd St.	One Story Frame
901 S. C St.	One Story Frame
518 W. Carl Albert Pkwy.	One Story Frame
505 E. Chickasaw Ave.	One Story Frame
512 W. Madison Ave.	One Story Frame
1518 Park Dr.	Two Story Frame
318 E. Pierce Ave.	One Story Frame
501 E. Seneca Ave.	One Story Frame
601 E. Seminole Ave.	Two Story Frame
625 Short Stonewall	One Story Frame

Instruction to Bidders and Bid Packets may be obtained at the City of McAlester, Community & Economic Development Department Office, located on the second floor of the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501 or by emailing George Estrada, Building Inspector at [george.estrada@cityofmcAlester.com](mailto:george.estrada@cityofmcAlester.com). Bids must be sealed and submitted on City bid documents.

At 2:00 p.m. (local time), Monday, June 6, 2016, the bids will be opened and read aloud at the Community & Economic Development Department Office, located at the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501.

The City of McAlester reserves the right to reject any and all bids, and waive irregularities and formalities in any bid submitted. In addition, the City reserves the right to contract with one or more parties to perform identical services as deemed appropriate.

s/Cora Middleton, City Clerk  
Date: 05/17/16

Community & Economic  
Development Department

JUN 03 2016

Received

**INSTRUCTION TO BIDDERS  
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES**

**City of McAlester  
Community & Economic Development Department  
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

Notice is hereby given that the City of McAlester, Oklahoma will accept sealed bids until **2:00 p.m. (local time), Monday, June 6, 2016** for Building Demolition and Site Clearance Services for the various residential and related structures on the properties listed below:

PROPERTY ADDRESS	TYPE OF STRUCTURE
715 N 2nd St.	One Story Frame
901 S. C St.	One Story Frame
518 W. Carl Albert Pkwy.	One Story Frame
505 E. Chickasaw Ave.	One Story Frame
512 W. Madison Ave.	One Story Frame
1516 Park Dr.	Two Story Frame
318 E. Pierce Ave.	One Story Frame
501 E. Seneca Ave.	One Story Frame
601 E. Seminole Ave.	Two Story Frame
625 Short Stonewall	One Story Frame

At **2:00 p.m. (local time), Monday, June 6, 2016**, the bids will be opened and read aloud at the Community & Economic Development Department Office, located at the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501.

Please submit one (1) original and one (1) copy of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "**Sealed Bid for Building Demolition and Site Clearance Services**". Bids may be hand delivered to the address provided above or mailed to the Community & Economic Development Department, City of McAlester, P.O. Box 578, McAlester, Oklahoma 74501.

Any bid received more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same. The City of McAlester shall be the sole judge of the bid(s) and the resulting agreement that is in its' best interest and the City's decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 90 days after bid opening.

**INFORMATION FOR BIDDERS:**

1. The City may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.
2. Each bid must be prepared and submitted on the prescribed forms (contained herein as Attachment #2- Bid Form). All blank spaces for bid prices must be completed in ink or typewritten, in both words

**05/23/2016 Form**

and figures, and all required certifications, affidavits, and forms must be fully completed and executed when submitted.

3. Subcontracts: The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract must: be acceptable to the owner; and submit all certifications that are also required of the Prime Contractor, as contained herein. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the required Certifications and has been approved by the City.

Building Demolition And Site Clearance Services Bid Package- See Attachment #1 Contract For Building Demolition And Site Clearance Services; Attachment #2 Bid Form and Attachment #3 Building Demolition Specifications and Special Conditions.

Qualifications of Bidder: The City may make such investigations as necessary to determine the ability of the bidder to perform the work. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.

Time of Completion and Liquidated Damages: Bidder must agree to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within ninety (90) consecutive calendar days thereafter or within a time frame that is agreed to by City and Contractor. Bidder must also agree to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract until the project is completed.

Conditions of Work: Each bidder must inform himself/herself fully of the conditions relating to the each Demolition & Site Clearance project to be bid on and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be **made in writing**, addressed to:

George Estrada  
Building Inspector  
City of McAlester  
Community & Economic Development Department  
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501  
OR [george.estrada@cityofmcalester.com](mailto:george.estrada@cityofmcalester.com)

To be given consideration, interpretation requests must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be faxed or mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

Payment Method: Payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

Bids must be submitted on the Bid Form (Attachment #2) contained herein along with the additional documents identified therein.

**NOTICE OF AWARD  
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES  
CITY OF MCALESTER**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**BUILDING DEMOLITION & SITE CLEARANCE SERVICES:**

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Award		\$

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated May 22 & 29, 2016 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of  
\$ \_\_\_\_\_.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

Your are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
CITY MANAGER, Pete Stasiak

\_\_\_\_\_  
DATE

Acknowledgement of Receipt by Bidder:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE



**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
(Official Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

FROM: City of McAlester

DATE: \_\_\_\_\_

SUBJ: \_\_\_\_\_  
(Project Contract Number)

\_\_\_\_\_, herein called the Contractor, is authorized to begin work  
(Name of Contractor)  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the Building Demolition & Site  
Clearance Services listed below.

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS <sup>1</sup>
_____	_____	_____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	_____
Total Award	_____	\$ _____

All work will be done as specified in the Contract for Building Demolition and Site Clearance Services and the attachments thereto. Work will proceed on this job within \_\_\_\_\_ days from the date of this notification as provided in Section \_\_\_\_\_ of said Contract, unless otherwise specified. Work on this job is scheduled for completion on \_\_\_\_\_.  
(Date)

Prior to beginning the Building Demolition and Site Clearance Services, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section 10 of said Contract.

CITY OF McALESTER, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
CITY MANAGER, Pete Stasiak

**ATTACHMENT # 1**  
**CONTRACT FOR BUILDING DEMOLITION AND SITE CLEARANCE SERVICES**

**City of McAlester**  
**Community & Economic Development Department**  
**Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of McAlester, hereinafter referred to as the "City" and, \_\_\_\_\_, hereinafter referred to as the "Contractor".

WITNESSETH, that the City and the Contractor for the considerations stated herein mutually agree as follows:

**SECTION 1 -Statement of Work**

The Contractor shall furnish all supervision, equipment and labor to perform and complete all work required for the demolition and site clearance. Pursuant to the Building Demolition Specifications & Special Conditions (Attachment #3), Contractor will remove structure and resulting debris from the lot; will remove all slabs, foundations, fences, sidewalks, out-buildings and any other construction on the lot; will level lot and leave lot in a mowable condition with all small trees and bushes removed; will plug and secure sewer line at a depth of not less than 24 inches from the ground surface; will dispose of all construction and other debris only in a landfill approved by the DEQ. All real property shall be returned to its natural terrain at the following legally described property(s):

Legal Description:

Street Address:

**SECTION 2 -Contract Price**

The city will pay the Contractor for the performance of said contract the sum of \_\_\_\_\_. In addition, all salvageable materials shall become the property of the Contractor. This sum shall include all landfill dumping fees.

**SECTION 3 -Contract Documents**

The Contract Documents which comprise this Contract for Building Demolition and Site Clearance Services consists of the following documents attached hereto and incorporated herein by reference as if fully set out herein:

- Instructions to bidders (Bid Package)
- This Building Demolition & Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)

#### SECTION 4 -Insurance

The contractor agrees to provide a Public or Contractor's Liability Insurance Certificate in the amount specified below and to indemnify and hold the City harmless from any acts of negligence on the part of said Contractor.

The Contractor shall maintain in force, between the time that the Contractor commences the Building Demolition and Site Clearance Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the City for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Oklahoma law governing Workman's Compensation. Before commencing the Building Demolition and Site Clearance Work provided for in this Contract, the Contractor shall furnish the City with certificates showing that the required insurance is in force and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the City.

#### SECTION 5 -Worker's Compensation Insurance

It is understood and agreed to by the parties hereto that the Contractor is an independent contractor and not the employee of the City and the Contractor shall provide the City with a Certificate of Worker's Compensation Insurance Coverage as required by Oklahoma law governing Workman's Compensation; or

1. If the Contractor is a sole proprietor without any employees, the Contractor may execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" in lieu of providing a Certificate of Worker's Compensation Insurance; or
2. If the Contractor has employees, but by definition they are not classified as employees pursuant to 85A O.S. § 2 (OSCN 2015) 18 b "the term employee shall not include" for Worker's Compensation Insurance purposes, the Contractor may provide documentation to show their employees fall under one of the exemptions provided by 85A O.S. § 2 (OSCN 2015) 18 b and execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" for themselves in lieu of providing a Certificate of Worker's Compensation Insurance.

#### SECTION 6 - Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work under this Contract. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonable and necessary.

#### SECTION 7- Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Building Demolition and Site Clearance Work.

#### SECTION 8- Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the City except by written instrument signed by the Contractor, accepted by the City.

#### SECTION 9- Inspection

The Contractor shall permit inspection by the City and other appropriate officials in order to confirm that work is conducted in accordance with the terms and conditions of this contract, and that work is satisfactorily completed.

#### SECTION 10-Completion and Liquidated Damages

The Contractor agrees to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within the agreed upon consecutive calendar days thereafter. Contractor agrees to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as provided by this bid package and Contract until the project is completed in full. The Bidder will be expected to complete Building Demolition and Site Clearance Services for all properties identified herein within 90 days from the date to commence work as specified in a written "Notice to Proceed", or within a time frame that is agreed to by City and Contractor.

#### SECTION 11 -Permits

Contractor shall be responsible for and obtain all permits required to perform the work described in this agreement. Contractor is responsible for requesting and verifying disconnection of services with all utility companies before work begins.

#### SECTION 12- Payment of Contract Price

Full payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

#### SECTION 13- Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner and Owner's officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

#### SECTION 14- Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be executed on the day and year first above written.

Contractor:

City of McAlester, Oklahoma  
A Municipal Corporation:

\_\_\_\_\_  
Signature of Owner/Authorized Agent\*

*\*Must have the authority to bind the contractor and to answer questions with respect to the Contract.*

\_\_\_\_\_  
Peter J. Stasiak, City Manager

ATTEST:

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

**ATTACHMENT #2**  
**BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES**

**City of McAlester**  
**Community & Economic Development Department**  
**Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): \_\_\_\_\_

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS <sup>1</sup>
715 N 2nd St.	One Story Frame	\$
901 S. C St.	One Story Frame	\$
518 W. Carl Albert Pkwy.	One Story Frame	\$
505 E. Chickasaw Ave.	One Story Frame	\$
512 W. Madison Ave.	One Story Frame	\$
1516 Park Dr.	Two Story Frame	\$
318 E. Pierce Ave.	One Story Frame	\$
501 E. Seneca Ave.	One Story Frame	\$
601 E. Seminole Ave.	Two Story Frame	\$
625 Short Stonewall	One Story Frame	\$
TOTAL BID FOR ALL ADDRESSES <sup>2</sup>		\$
<sup>1</sup> The Bid Price Per address shall include all Landfill Dump Fees.		
<sup>2</sup> Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

**Employee Information:**

1. Is the Bidder/Contractor a sole proprietor without employees: YES / NO (circle one)
2. If the Bidder/Contractor has employees working for them, how many employees do you employ? \_\_\_\_\_

(BID FORM CONTINUED ON NEXT PAGE)

**Attachment #2**  
**City of McAlester**  
**Bid Form for Building Demolition & Site Clearance Services**

**Page 2**

Required Attachments:

- Table A- Proposed Subcontracts Breakdown
- Non-Collusion Affidavit
- Conflict of Interest Disclosure Form

\_\_\_\_\_  
Company or Bidder Name (Please Print or Type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address (Please Print or Type)

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Signature of Owner or Authorized Agent

**TABLE A**  
**PROPOSED SUBCONTRACTS BREAKDOWN**

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>
<b>Name of Sub-Contractor</b>	<b>Type of Contract (business or profession)</b>	<b>Total Approximate Dollar Amount</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Location

\_\_\_\_\_  
Company Officer (Signature)

\_\_\_\_\_  
Date

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

\_\_\_\_\_, of lawful age, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public

My Commission expires: \_\_\_\_\_



**CITY OF MCALESTER  
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**


\_\_\_\_\_  
Signature of Owner or Authorized Agent      Date

\_\_\_\_\_  
Company or Bidder Name (Please Print or Type)

\_\_\_\_\_

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Mailing Address (Please Print or Type)

**ATTACHMENT #3**  
**BUILDING DEMOLITION SPECIFICATIONS & SPECIAL CONDITIONS**

**City of McAlester**  
**Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

**PURPOSE:**

The purpose of these specifications & special conditions is to establish minimum standards for the demolition and site clearance for certain properties included in this bid package. The bidder is to supply all equipment and labor to complete the removal and site clearance on listed properties. The bidder is to obtain and pay for all required permits and pay any and all required fees in connection with this contract. Salvageable materials shall become the property of the bidder; however storage of these items or materials on-site is not permitted.

**GENERAL REQUIREMENTS**

The City will meet with the Contractor prior to the start of any demolition and site clearance work to determine the scope of work. The Contractor shall not charge for meeting with City staff

This Project consists of the following:

- The bidder shall be required to contact all utility companies to disconnect any services that may be connected to the buildings/structures and outbuildings on the property.
- Demolition and removal of all buildings/structures on the property, along with all resulting debris.
- Removal of all site improvements on the property inclusive of but not limited to, slabs, foundations, out-buildings, etc.
- Removal of below-grade construction and utilities to a depth of 24 inches below grade
- Disconnecting, sealing/capping in place site utilities that cannot be removed. Specifically, the bidder shall plug and secure any sewer lines.
- Below Grade Areas – Completely fill below grade areas and voids resulting from building demolition and site clearance operations with satisfactory soil materials.
- Site Grading – Uniformly rough grade area of demolished construction and site clearance to a smooth surface free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Seed the demolished area with grass seed.
- The site shall be left in a mowable condition with all small trees and bushes removed.
- Clean adjacent structures of dust, dirt, debris caused by building demolition & site clearance activities. Return adjacent areas to conditions existing before demolition & site clearance operations began.
- All work shall be inspected by the City of McAlester Community & Economic Development Department.

**TRASH, REFUSE AND/OR DEBRIS REMOVAL**

1. Definition (11 O. S. § 22-111 (D) -Cleaning and Mowing of Property)

"Trash" means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, or waste, or matter of any kind or form which is uncared for, discarded, or abandoned.

"Cleaning" means the removal of trash from property

**2. Description**

The Contractor shall provide necessary trash, refuse and/or debris abatement services on properties designated by the City which have been determined to be nuisances properties in need of abatement as a result of the health hazards posed to the community. Such services shall be inclusive of, but not limited to, generalized clean up through pick-up of trash, litter, cans, bottles, and other garbage as well as the removal and legal disposal of all such items. Further, such work may include removal of old junk items, as designated by the City, including lumber, wood, wire, parts, tires, household debris, etc. and will be specified by the City to the Contractor.

**LANDFILL REQUIREMENTS**

Bidders are instructed to include any landfill costs in their bids.

**GENERAL REGULATORY REQUIREMENTS**

It is the bidder responsibility to comply with all applicable Federal, State and local laws, ordinances and regulations, and applicable industry standards.

**PROTECTION**

- Bidder shall take necessary steps to protect buildings and facilities on adjacent properties.
- Existing Utilities – Do not disrupt existing utilities serving adjacent structures unless authorized to do so by City.

**SITE ACCESS AND TEMPORARY CONTROLS**

Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walkways and adjacent occupied facilities.

7721  
RESOLUTION NO. 16-04

A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.

\*\*\*\*\*  
WHEREAS, the City of McAlester desires to remove buildings in the community that are dangerous by reason of being dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or the property creates a fire hazard which is dangerous to other property; and

WHEREAS, the procedures as outlined in Article IX Dangerous Buildings, Section 18-376 of the McAlester Code of Ordinances and Oklahoma Statute 11 §, 22-112 Condemnation of Dilapidated Buildings- Notice - Removal - Lien has been complied with.

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

SECTION 1: Those structures listed in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein are hereby determined to be dilapidated and dangerous buildings that constitute a detriment or hazard and that the general welfare of the community will be served by their demolition, clearance of the site, and leveling of the lot.

SECTION 2: The property owner is given thirty (30) days from this date to dismantle the structure(s), clear the site, and level the lot. The property owner is hereby granted fifteen (15) days from this date to remove all personal property from the identified structure(s).

SECTION 3: The City Manager and/or agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within the dates herein.

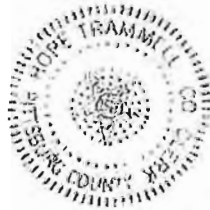
PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 12<sup>th</sup> day of April 2016.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By: John Browne  
John Browne, Mayor

ATTEST:

Cora Middleton  
Cora Middleton, City Clerk



1-2016-003094 Book 2232 Pg:584  
04/19/2016 10:28 am Pg 0584-0585  
Fee: \$ 15.00 Doc: \$ 0.00  
Hope Trammell - Pittsburg County Clerk  
State of Oklahoma

Resolution No. 16-05

Exhibit "A" - Dangerous or Dilapidated Structures

Property Owner with Mailing Address	Property Address	Legal Description	Mortgage Holder	Reason for Condemnation	Date of Notification
Ricky & Delphia Mize (contract) EZ Properties (Owner) 1809 Nightingale Circle McAlester, OK. 74501	715 N. 2nd St. McAlester, OK. 74501	S. 47.5' Lot 1 Block 217 South McAlester	None.	Dilapidated/Dangerous Structure Nonconforming Structure Minimum Lot Area	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Barbara Hennington 901 S C St. McAlester, OK. 74501	901 S C St. McAlester, OK. 74501	N 100' Lot 1 Block 579 South McAlester	None	Dilapidated/Dangerous Structure	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Tim P. Ramsey P.O. Box 423 McAlester, OK. 74501	518 W. Carl Albert Pkwy McAlester, OK. 74501	E/2 Lot 3 Block 355 South McAlester	None.	Dilapidated/Dangerous Structure Nonconforming Structure Zoned Commercial C-4	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Minnie Moses, Et Al 619 W. Clarke El Reno, OK. 73036	505 E. Chickasaw Ave. McAlester, OK. 74501	W 50' of E 100' Lot 3 Block 375 South McAlester	None.	Dilapidated/Dangerous Structure Nonconforming Structure Minimum Lot Area & Zoned C-3	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Ilir A. Ludlam 512 W. Madison Ave. McAlester, OK. 74501	512 W. Madison Ave. McAlester, OK. 74501	W 65' Lot 2 Block 231 South McAlester	None.	Dilapidated/Dangerous Structure	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Wendell R. Cook 8222 South Yale Ave. Apt # 368 Tulsa, OK. 74137	1516 Park Dr McAlester, OK. 74501	Lot 37 & Lot 38 Block 2 Newton Heights	None.	Dilapidated/Dangerous Structure	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
George D. & Joyce M. Evans 1511 E. Wichita Ave. McAlester, OK. 74501	318 E. Pierce Ave. McAlester, OK. 74501	W 52' of Lot 6 Block 51 South McAlester	None.	Dilapidated/Dangerous Structure	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Leona E. Diamond 12417 Newton Court Grandview, MO. 64030	501 E. Seneca Ave. McAlester, OK. 74501	W 50' Lot 5 Block 588 South McAlester	None.	Dilapidated/Dangerous Structure	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Karen C. Harden & Jerry L. Rose 52 Timber Lake Dr. McAlester, OK. 74501	601 E. Seminole Ave McAlester, OK. 74501	W 60' of S 78.7' Lot 4 Block 518 South McAlester	None.	Dilapidated/Dangerous Structure Nonconforming Structure Minimum Lot Area	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16
Erasmo Quintero 2015 N. A St. McAlester, OK. 74501	625 Short Stonewall McAlester, OK. 74501	W/2 Lot 167 Townsite Add # 1	None.	Dilapidated/Dangerous Structure	Posted on Property: 03/28/16 Mailed Cert Ret Rec: 03/29/16 Legal Publication: 03/31/16

1-2016-003094 Book 2232 Pg. 595  
04/19/2016 10:28 am Pg 0584-0585  
Fee: \$ 15.00 Doc. \$ 0.00  
Hope Trammell - Pittsburg County Clerk  
State of Oklahoma

4/14/2016



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 14, 2016</u>	Item Number:	<u>10</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak, City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 6, 2016</u>	Exhibits:	<u>3</u>

### Subject

Consider and act upon, accepting the bid amount of \$449,984.00 from Katcon, Inc. for the Washington Ave. Street Reconstruction Project and authorizing the Mayor to sign the Notice of Award to Katcon, Inc.

### Recommendation

The recommendation is to enter into an agreement with Katcon, Inc. for the bid equal to \$449,984.00 for the Washington Ave. Street Reconstruction Project.

### Discussion

### Approved By

Department Head

City Manager

P. Stasiak

Initial

Date

*PJS*

*6-9-16*



June 2, 2016

City of McAlester  
Attn: Pete Stasiak – City Manager  
P.O. Box 578  
McAlester, Ok 74502

Re: Washington Ave. Street Reconstruction  
Letter of Recommendation; Notice of Award

Dear Mr. Stasiak:

The above referenced project was bid at 2:00 p.m., on June 2, 2016, at the McAlester City Hall. Three (3) contractors had received plans and specifications for this project and two (2) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Kelly Ward of Katcon, Inc. was the apparent low bidder with a bid of \$449,984.00.

We recommend that the City of McAlester award the contract to Katcon, Inc. in the amount of \$449,984.00.

Enclosed please find two (2) copies of the Notice of Award. Please place approval of the Notice of Award on the agenda of your next meeting. Upon approval please sign both copies of the Notice of Award and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.  
President

DB/ks  
Enclosure  
Project No. MC-15-02

CITY OF MCALESTER  
WASHINGTON AVENUE STREET RECONSTRUCTION  
THURSDAY, JUNE 2, 2016 @ 2:00 P.M.

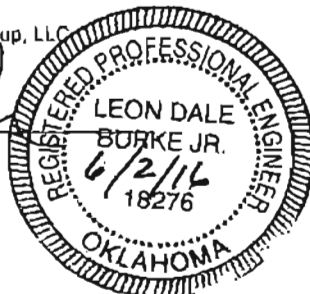
BID TABULATION

BASE BID				Katcon, Inc. P.O. Box 1329 McAlester, Ok 74502		Cook's Consulting, LLC 129 N. Lee St. Fort Gibson, Ok 74434	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Earthwork	1	LS	\$80,480.00	\$80,480.00	\$30,000.00	\$30,000.00
2	Solid Slab Sod	750	SY	\$11.52	\$8,640.00	\$4.00	\$3,000.00
3	Aggregate Type A	760	CY	\$21.60	\$16,416.00	\$40.00	\$30,400.00
4	PC Concrete for Pavement (Placement)	3,200	SY	\$18.46	\$59,072.00	\$40.50	\$129,600.00
5	PC Concrete for Pavement	530	CY	\$129.60	\$68,688.00	\$150.00	\$79,500.00
6	Concrete Joint Sealing	6,600	LF	\$2.70	\$17,820.00	\$1.00	\$6,600.00
7	Concrete Curb (6" Barrier-Integral)	1,380	LF	\$8.65	\$11,937.00	\$18.00	\$24,840.00
8	4" Concrete Sidewalk	180	SY	\$43.75	\$7,875.00	\$54.00	\$9,720.00
9	6" Concrete Driveway	75	SY	\$63.20	\$4,740.00	\$65.25	\$4,893.75
10	Tactile Warning Device	96	SF	\$39.50	\$3,792.00	\$50.00	\$4,800.00
11	6" Perforated Underdrain Round	1,450	LF	\$16.20	\$23,490.00	\$30.00	\$43,500.00
12	6" Non-Perforated Underdrain Round	120	LF	\$16.20	\$1,944.00	\$30.00	\$3,600.00
13	Removal of Concrete Pavement	3,100	SY	\$17.05	\$52,855.00	\$32.25	\$99,975.00
14	Removal of Sidewalk	175	SY	\$14.60	\$2,555.00	\$45.00	\$7,875.00
15	Mobilization	1	LS	\$51,036.00	\$51,036.00	\$20,000.00	\$20,000.00
16	Tensar Roadrain	3,400	SY	\$3.21	\$10,914.00	\$15.00	\$51,000.00
17	8" Drain Line	175	LF	\$32.40	\$5,670.00	\$40.00	\$7,000.00
18	Traffic Control	1	LS	\$7,850.00	\$7,850.00	\$10,000.00	\$10,000.00
19	2 Year Maintenance Bond	1	LS	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
20	SWPPP	1	LS	\$3,250.00	\$3,250.00	\$2,000.00	\$2,000.00
21	Traffic Strip (Multi-Polymer) (4" Wide)	1,080	LF	\$2.25	\$2,430.00	\$5.00	\$5,400.00
22	Traffic Strip (Multi-Polymer) (24" Wide) (Stop Bars and Crosswalks)	350	LF	\$13.00	\$4,550.00	\$20.00	\$7,000.00
TOTAL AMOUNT OF BASE BID					\$449,984.00		\$581,703.75

Infrastructure Solutions Group, LLC

*[Signature]*

Dale Burke, P.E.  
President  
DB/ks MC-15-02





## NOTICE OF AWARD

TO: Katcon, Inc.  
P.O. Box 1329  
McAlester, Ok 74502

Project Description: Washington Ave. Street Reconstruction

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 1, 2016 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:  
Four hundred forty-nine thousand, nine hundred eighty-four dollars (\$449,984.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of McAlester  
OWNER

By: \_\_\_\_\_

Title: Mayor

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Katcon, Inc. this day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: President

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P.O. Box 1329  
McAlester, Ok 74502

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of McAlester  
OWNER

By: \_\_\_\_\_

Title: Mayor

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Katcon, Inc. this day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Title: President



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016  
Department: Finance  
Prepared By: Toni Ervin/Sheila Norman  
Date Prepared: May 31, 2016

Item Number: 11  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.

### Recommendation

Motion to declare certain vehicles and equipment surplus property and authorize the sale of said vehicles and equipment.

### Discussion

The City has an abundance of old office furniture, computer equipment, auto parts for vehicles we no longer need, and police seized items that are taking up city space that could be used for much needed storage space. In addition there are a few vehicles that are no longer in use because they are worn out or too costly to repair. Note: All police seized items have been released through court for disposal.

Please see attached lists of all vehicles and equipment requested to be declared surplus and disposed of:

### Approved By

	Initial	Date
Department Head	TE	May 31, 2016
City Manager	P. Stasiak <i>P/S</i>	<i>6-9-16</i>

# SURPLUS LISTING - VEHICLES AND EQUIPMENT

QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
1	2007 DODGE CHARGER	VIN#2B3KA43H758582	UNIT P-4	POLICE	MILEAGE - 103,000; NEEDS ABS MODULE (\$650.00) & TRANSMISSION HAS ISSUES.
1	2007 DODGE CHARGER	VIN#2B3KA43H758581	UNIT P-1	POLICE	MILEAGE - 103,000; NEEDS ABS MODULE (\$650.00) & COMPLETE FRONT END REBUILD.
1	2001 CHEVY IMPALA	VIN#2G1WF55F419219862	UNIT - OLD PD-45	POLICE	MILEAGE - 91,000; INTERNAL ENGINE ISSUES - POSSIBLE CAM LOBE, LIFTER OR BAD VALVE;
1	2003 CHEVY TAHOE	VIN#1GNEC13Z43RZ51799	UNIT - OLD PD-66	POLICE	MILEAGE: 254,00; DRUG IMPOUND - HAS TO BE SURPLUSED.
1	2002 CHEVY 5-10	VIN#1GCCS14W928161303	UNIT - WW-5	POLICE	MILEAGE - 77,000 (7-ODOMETER BROKEN); TRUCK NEEDS MULTIPLE REPAIRS.
1	2003 CUB CADET 3205 MOWER	VIN#1052G00031	UNIT - WW13	POLICE	DECK & MOWER IN NEED OF MULTIPLE COSTLY REPAIRS.
1	1994 INTERNATIONAL TRASH TRUCK 4900				ENGINE IS DT466-TRANS ALISON AUTOMATIC; ODOMETER READS 128600 BUT HAS NOT WORKED FOR YEARS;
1	2004 JOHN DEERE 410G BACKHOE	VIN#TD410GV914045	UTM	LAND FILL	TRANS OUT WOULD COST \$16,000 TO REPAIR

# SURPLUS LISTING - FLEET MAINTENANCE

QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
5	BENDIX AIR VALVE	459271C92		FLEET MAINTENANCE	
3	BORE & STROKE ROD	2141111		FLEET MAINTENANCE	
6	NAPA FILTER	1464		FLEET MAINTENANCE	
1	INT NAT POWER STEERING PUMP	2008180C93		FLEET MAINTENANCE	
2	BRAKE DRUMS	1670176C1	3647X	FLEET MAINTENANCE	
2	BRAKE DRUMS	200701202-3721AX		FLEET MAINTENANCE	
1	HUB ASSEMBLY	D0733A021		FLEET MAINTENANCE	
6	BRAKE SHOES	KK21247Q20P	10008654	FLEET MAINTENANCE	
6	BRAKE SHOES	LS4514GDAR3Q		FLEET MAINTENANCE	
1	BENDIX VALVE SPRING BRAKE	102144N		FLEET MAINTENANCE	
1	MERITOR RY-RSA	R803110		FLEET MAINTENANCE	
1	TRAMEC BRAKE ADJUSTER	MK22102		FLEET MAINTENANCE	
1	HALDEX SLACK ADJ	HAL40010141		FLEET MAINTENANCE	
1	HALDEX SLACK ADJ	HAL40010048		FLEET MAINTENANCE	
1	HALDEX SLACK ADJ	HAL40010049		FLEET MAINTENANCE	
3	INT NAT WIPER MOTOR	3539699C91		FLEET MAINTENANCE	
6	INT NAT BELT TENSIONER	1830033C2		FLEET MAINTENANCE	
2	AIR VALVE	1841086C91		FLEET MAINTENANCE	
5	INT NAT SENSOR	1814320C1		FLEET MAINTENANCE	
1	INT NAT SENSOR	1807369C2		FLEET MAINTENANCE	
1	INT NAT SWITCH	352172931		FLEET MAINTENANCE	
1	INT NAT TRANS MTR	1669290C91		FLEET MAINTENANCE	
1	INT NAT BRACKET	18220671		FLEET MAINTENANCE	
1	INT NAT SENSOR	1675751C1		FLEET MAINTENANCE	
2	INT NAT SENSOR	1830669C92		FLEET MAINTENANCE	
1	TIE ROD END	1205V8101C15		FLEET MAINTENANCE	
2	TIE ROD END	1205V8055A13		FLEET MAINTENANCE	
2	TIE ROD END	1205V8100813		FLEET MAINTENANCE	
1	TIE ROD END	1205V8101C15		FLEET MAINTENANCE	
3	TIE ROD END	120LV8088A13		FLEET MAINTENANCE	
2	TIE ROD END	1201V8087A13		FLEET MAINTENANCE	
1	TIE ROD END	120LV8087A13		FLEET MAINTENANCE	
2	TIE ROD END	120SV8056A13		FLEET MAINTENANCE	
1	TIE ROD LINK	FDL979		FLEET MAINTENANCE	
1	HOSE ASSY	1820326C1		FLEET MAINTENANCE	
2	COOLANT TUBE	1825521C93		FLEET MAINTENANCE	
3	COOLANT TUBE	1825520C91		FLEET MAINTENANCE	
4	COOLANT TUBE	1820324C2		FLEET MAINTENANCE	
3	COOLANT TUBE	1820325C3		FLEET MAINTENANCE	
1	PARKER PTO ARM	N0409-05136		FLEET MAINTENANCE	
1	MYERS PRESS RELEASE VALVE	15896C00SK		FLEET MAINTENANCE	
5	CABLE	2010529C91		FLEET MAINTENANCE	
1	CABLE	500827		FLEET MAINTENANCE	
3	CABLE	1664473C1		FLEET MAINTENANCE	
7	HYD FILTER	551733		FLEET MAINTENANCE	
5	HYD FILTER	LFH4922		FLEET MAINTENANCE	
1	OIL FILTER	P551381		FLEET MAINTENANCE	
4	HYD FILTER	HF6005		FLEET MAINTENANCE	
2	OIL FILTER	05015581A8		FLEET MAINTENANCE	
1	OIL FILTER	P550777		FLEET MAINTENANCE	
3	FUEL FILTER	FD4595		FLEET MAINTENANCE	
1	OIL FILTER	P7188		FLEET MAINTENANCE	
1	OIL FILTER	111498-003		FLEET MAINTENANCE	
3	OIL FILTER	1056		FLEET MAINTENANCE	

# SURPLUS LISTING - FLEET MAINTENANCE

QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
4	J/D FUEL FILTER ASSY	RE67225		FLEET MAINTENANCE	
1	HYD FILTER	7603		FLEET MAINTENANCE	
2	OIL FILTER	1681202C91		FLEET MAINTENANCE	
2	J/D FUEL FILTER ASSY	AR75603		FLEET MAINTENANCE	
1	FUEL FILTER	33376		FLEET MAINTENANCE	
1	OIL FILTER	51640		FLEET MAINTENANCE	
1	FUEL FILTER	33296		FLEET MAINTENANCE	
9	RUBBER CHASSIS SPRING	49377		FLEET MAINTENANCE	
2	8 HOLE DODGE DRIVE LINE COUPLERS			FLEET MAINTENANCE	
1	INTERNATIONAL MUFFLER	1518317C1		FLEET MAINTENANCE	
1	J/D 750 DOZER MUFFLER & STACK			FLEET MAINTENANCE	
2	INTERNATIONAL LEAF SPRING REAR	H45027000		FLEET MAINTENANCE	
3	INTERN. FILTER DRYER	R A/C	16931171C1	FLEET MAINTENANCE	
2	INTERN U BOLTS	H22303007		FLEET MAINTENANCE	
2	INTERN U BOLTS	465922C1		FLEET MAINTENANCE	
4	INTERN U BOLTS	455916C1		FLEET MAINTENANCE	
1	J/D UNIVERSAL JOINT	RE52839		FLEET MAINTENANCE	
1	GATES BELT	9810		FLEET MAINTENANCE	
1	J/D BELT	AR99382		FLEET MAINTENANCE	
2	J/D BELT	AM108054		FLEET MAINTENANCE	
2	J/D BELT	940320DY2		FLEET MAINTENANCE	
1	J/D BELT	R69955		FLEET MAINTENANCE	
3	DAYTON BELT	4L190G		FLEET MAINTENANCE	
3	FLEETRITE BELT	3515596C1		FLEET MAINTENANCE	
6	FLEETRITE BELT	1819391C2		FLEET MAINTENANCE	
1	NAPA BELT	80560		FLEET MAINTENANCE	
1	BELT	1246253H1		FLEET MAINTENANCE	
1	NAPA BELT	B32		FLEET MAINTENANCE	
1	J/D BELT	TCU10005		FLEET MAINTENANCE	
1	NAPA BELT	B100		FLEET MAINTENANCE	
2	GATES BELT	351		FLEET MAINTENANCE	
6	GOODYEAR BELT	2310-14M-55		FLEET MAINTENANCE	
1	CAT FLANGE	BW-9576 E		FLEET MAINTENANCE	
1	DISC BRAKE PADS	MKD652		FLEET MAINTENANCE	
1	DISC BRAKE PADS	AD-7555A		FLEET MAINTENANCE	
1	DISC BRAKE PADS	CMX-7835		FLEET MAINTENANCE	
1	DISC BRAKE PADS	PGD123R		FLEET MAINTENANCE	
1	DISC BRAKE PADS	SS-7943-X		FLEET MAINTENANCE	
1	MURRY A/C CLUTCH	47881		FLEET MAINTENANCE	
1	A/C CLUTCH	48667		FLEET MAINTENANCE	
2	MURRY A/C COMP	58129		FLEET MAINTENANCE	
1	MURRY ACCUMULATOR	83206		FLEET MAINTENANCE	
1	NAPA ACCUMULATOR	408561		FLEET MAINTENANCE	
1	IGNITION COIL	1C32		FLEET MAINTENANCE	
1	IGNITION COIL	E46		FLEET MAINTENANCE	
1	BLOWER MOTOR	655-2180		FLEET MAINTENANCE	
1	BRAKE PADS	SS-7387A		FLEET MAINTENANCE	
1	BRAKE PADS	AE-7387A		FLEET MAINTENANCE	
1	BRAKE MASTER CYL	MC390126		FLEET MAINTENANCE	
1	OIL FILTER	1356		FLEET MAINTENANCE	
1	WIPER MOTOR	49-827		FLEET MAINTENANCE	
1	STARTER	6415		FLEET MAINTENANCE	
1	RADIATOR HOSE	9021		FLEET MAINTENANCE	

SURPLUS LISTING - FLEET MAINTENANCE						
QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS	
1	IDLER PULLEY	0023601W		FLEET MAINTENANCE		

SURPLUS LISTING - ARMORY					
QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
3	DESK RETURN (L)			MULTIPLE/RESERVE BLDG.	
30	DESKS			MULTIPLE/RESERVE BLDG.	
102	CHAIRS			MULTIPLE/RESERVE BLDG.	
21	BOOKCASES			MULTIPLE/RESERVE BLDG.	
1	BED FRAME			MULTIPLE/RESERVE BLDG.	
1	TELEVISION STAND			MULTIPLE/RESERVE BLDG.	
5	TELEVISIONS			MULTIPLE/RESERVE BLDG.	
10	FILE CABINET - UPRIGHT - 5 DRAWER			MULTIPLE/RESERVE BLDG.	
4	FILE CABINET - UPRIGHT - 4 DRAWER			MULTIPLE/RESERVE BLDG.	
1	FILE CABINET - UPRIGHT - 2 DRAWER			MULTIPLE/RESERVE BLDG.	
1	PRINTER (DESKTOP)			MULTIPLE/RESERVE BLDG.	
2	FAX MACHINE			MULTIPLE/RESERVE BLDG.	
3	COMPUTER MONITORS			MULTIPLE/RESERVE BLDG.	
1	MICROWAVE OVEN			MULTIPLE/RESERVE BLDG.	
5	COPIER (CANON)			MULTIPLE/RESERVE BLDG.	
1	MAP PRINTER			MULTIPLE/RESERVE BLDG.	
6	ANTENNA (BROADBAND)			MULTIPLE/RESERVE BLDG.	
13	AED'S (CARDIAC MACHINES)			MULTIPLE/RESERVE BLDG.	
4	AED CASES			MULTIPLE/RESERVE BLDG.	
1	AIRCONDITIONER (WINDOW UNIT)			MULTIPLE/RESERVE BLDG.	
1	REFRIGERATOR (OFFICE SIZE)			MULTIPLE/RESERVE BLDG.	
1	BATTERY BACKUP			MULTIPLE/RESERVE BLDG.	
1	FILE CABINET - LATERAL - 2 DRAWER			MULTIPLE/RESERVE BLDG.	
1	COMPUTER DESK			MULTIPLE/RESERVE BLDG.	
2	WINDOW BLINDS			MULTIPLE/RESERVE BLDG.	
13	CRENZAS			MULTIPLE/RESERVE BLDG.	
5	MILITARY STYLE COAT TREES			MULTIPLE/RESERVE BLDG.	
6	MATTRESSES (TWIN)			MULTIPLE/RESERVE BLDG.	
6	BOX SPRINGS (TWIN)			MULTIPLE/RESERVE BLDG.	
2	PROJECTOR SCREENS			MULTIPLE/RESERVE BLDG.	
10	COMPUTER STANDS			MULTIPLE/RESERVE BLDG.	
2	COFFEE TABLES			MULTIPLE/RESERVE BLDG.	
1	COUCH			MULTIPLE/RESERVE BLDG.	
1	COUNTER TOP			MULTIPLE/RESERVE BLDG.	
1	BUNN COFFEE MAKER (COMMERCIAL)			MULTIPLE/RESERVE BLDG.	
1	TREADMILL			MULTIPLE/RESERVE BLDG.	
1	DVD PLAYER			MULTIPLE/RESERVE BLDG.	
7	COMPUTER MONITOR MOUNTS			MULTIPLE/RESERVE BLDG.	
1	STAIR STEPPER EXERCISE MACHINE			MULTIPLE/RESERVE BLDG.	
1	END TABLE			MULTIPLE/RESERVE BLDG.	
3	KITCHEN TABLES			MULTIPLE/RESERVE BLDG.	
1	WEIGHT HOLDER (FOR LIFTING WEIGHTS)			MULTIPLE/RESERVE BLDG.	
	VINYL PLANK FLOORING			MULTIPLE/RESERVE BLDG.	
	MISCELLANEOUS OFFICE SUPPLIES			MULTIPLE/RESERVE BLDG.	
1	OVERHEAD PROJECTOR TABLE			MULTIPLE/RESERVE BLDG.	
1	ICE MAKER			MULTIPLE/RESERVE BLDG.	
2	FANS (ON STANDS)			MULTIPLE/RESERVE BLDG.	
1	GLASS DOOR (COMMERCIAL)			MULTIPLE/RESERVE BLDG.	
1	LUNCH ROOM TABLE (WITH ATTACHED SEATS)			MULTIPLE/RESERVE BLDG.	
20	METAL TRASH CANS			MULTIPLE/RESERVE BLDG.	
1	BULLETIN BOARD			MULTIPLE/RESERVE BLDG.	
2	FILE CABINET - LATERAL - 5 DRAWER			MULTIPLE/RESERVE BLDG.	
1	COMPUTER SERVER STAND			MULTIPLE/RESERVE BLDG.	
1	WATER BOTTLE BASE (5 GALLON)			MULTIPLE/RESERVE BLDG.	



SURPLUS LISTING - ARMORY						
QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS	
10	BOXES OF CHRISTMAS LIGHT BULBS			MULTIPLE/RESERVE BLDG.		
200	AMERICAN FLAGS (APPROX #)			MULTIPLE/RESERVE BLDG.		

SURPLUS LISTING - POLICE - CONFISCATION - GUNS					ID/SERIAL-1		ID/SERIAL-2		DEPARTMENT	COMMENTS
QUANTITY	ITEM									
1	GUN - HIGHPOINT 45 CAL SEMI AUTO MODEL JHP									POLICE
1	GUN - COBRA RED FRAME BLK HANDLE SEMI AUTO 380									POLICE
1	GUN - KURZ SEMI AUTO 380									POLICE
1	GUN - ATM 380 STAINLESS PISTOL W/MAGAZINE									POLICE
1	GUN - HAWES 22 REVOLVER									POLICE
1	GUN - 410 SHOTGUN									POLICE
1	GUN - HIGH POINT 9MM C9									POLICE
1	GUN - INTERARMS 9MM SEMI AUTOMATIC									POLICE
1	GUN - BROWN WOOD STOCK PELLET GUN									POLICE
1	GUN - MARLIN 22 CALIBER RIFLE W/SCOPE									POLICE
1	GUN - 22 JENNINGS FA J-22 LONG RIFLE									POLICE
1	GUN - 22 LR SEMI AUTOMATIC HANDGUN W/MAGAZINE									POLICE
1	GUN - IBER JOHNSON 32 SMITH & WESSON SIL 5 SHOT REVOLVER									POLICE
1	GUN - WINCHESTER 22 RIFLE									POLICE
1	GUN - 38 SPECIAL REVOLVER									POLICE
1	GUN - LORCIN 22 SEMI AUTOMATIC PISTOL									POLICE
1	GUN - DAVIS 38 CALIBER PISTOL									POLICE
1	GUN - 380 CAL BERSA THUNDER HANDGUN									POLICE
1	GUN - 45 CAL KBI INC HANDGUN									POLICE
1	GUN - RUGER 22 REVOLVER									POLICE
1	GUN - RUSSIAN 7.62 X 54R MOSIN NAGANT RIFLE									POLICE
1	GUN - HI POINT FIREARM MODEL 380									POLICE
1	GUN - 22 CAL MARK 1 STAINLESS PISTOL									POLICE
1	GUN - CONNECTICUT VALLEY ARMS INC 50 CAL BLACK POWDER RIFLE W/BUSHNELL SPORTVIEW SCOPE									POLICE
1	GUN - 40 CAL SMITH & WESSON									POLICE
1	GUN - ITHICA 22 CAL RIFLE									POLICE
1	GUN - 25 CAL BERETTA SEMI AUTOMATIC PISTOL									POLICE
1	GUN - 22 CALIBER ITALIAN REVOLVER									POLICE
1	GUN - GUN TAURUS PT-22									POLICE
1	GUN - SPESCO 38 CALIBER REVOLVER (CHROME)									POLICE
1	GUN - 380 HI POINT PISTOL									POLICE
1	GUN - MARLIN 22 MAGNUM MODEL 925 M W/SCOPE									POLICE
1	GUN - 22 CALIBER STRUM RUGER MK II LONG RIFLE									POLICE
1	GUN - 40 CALIBER SMITH & WESSON MODEL SW40									POLICE
1	GUN - 9MM HI POINT PISTOL									POLICE
1	GUN - LORCIN 9MM									POLICE
1	GUN - KSA INC 1 BLACK 22 CALIBER									POLICE
1	GUN - DAVIS P-380									POLICE
1	GUN - 25 CALIBER RAVEN SEMI AUTOMATIC									POLICE
1	GUN - 20 GAGE WINCHESTER MODEL 37A									POLICE
1	GUN - 30/30 SAVAGE NO SER #									POLICE
1	GUN - 22 PISTOL									POLICE
1	GUN - JIMENEZ ARMS 380									POLICE
1	GUN - JENNINGS FIREARMS MODEL J-22 LONG RIFLE									POLICE
1	GUN - RUGER 22 SEMI AUTOMATIC PISTOL									POLICE
1	GUN - PHOENIX ARMS SEMI AUTOMATIC 22 W/2 MAGAZINES									POLICE
1	GUN - MOSSBERG SHOTGUN 500A									POLICE
1	GUN - 45 HI POINT PISTOL W/MAGAZINE									POLICE
1	GUN - SWB INCORPORATED 9MM									POLICE
1	GUN - 22 RUGER MODEL RG 14									POLICE
1	GUN - LEINAD, DOUBLE BARREL 45 CALIBER HANDGUN									POLICE
1	GUN - MOSSBERG 22 CALIBER RIFEL 702 PLINKSTER									POLICE
1	GUN - PHOENIX ARMS 22 LR PISTOL									POLICE

# SURPLUS LISTING - POLICE - CONFISCATION - GUNS

QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
1	GUN - ROHM 22 MAG			POLICE	
1	GUN - RUGER P95DC W/MAGAZINE			POLICE	
1	GUN - 25 CALIBER LORCIN SEMI AUTOMATIC				
1	HANDGUN W/MAGAZINE			POLICE	
1	GUN - 380 CALIBER INTERARMS MODEL PPH SEMI AUTOMATIC			POLICE	
1	GUN - BAYCO ARM 380 PISTOL			POLICE	
1	GUN - RAVEN ARMS 25 AUTO MODEL P-25			POLICE	
1	GUN - SMITH & WESSON 32 LONG REVOLVER			POLICE	
1	GUN - HI POINT PISTOL MODEL C9			POLICE	
1	GUN - SPRINGFIELD 430 BOLT ACTION SHOTGUN			POLICE	
1	GUN - RUGER 22 CALIBER LONG RIFLE W/SCOPE			POLICE	
1	GUN - 28 CALIBER TAURUS PT-22 SILVER WOOD GRAIN			POLICE	
1	GUN - DAVIS INDUSTRIES 380			POLICE	
1	GUN - SMITH & WESSON 38 CALIBER REVOLVER			POLICE	
1	GUN - NEW ENGLAND FIREARMS 12 GAUGE SHOTGUN			POLICE	
1	GUN - GERMANY BACK 22 REVOLVER			POLICE	
1	GUN - CROSSMAN AIR RIFLE			POLICE	
1	GUN - THOMPSON CENTER ARMS 50 CALIBER MUZZLE LOADER			POLICE	
1	GUN - HARRINGTON & RICHARDSON 58 CALIBER MUZZLE LOADER			POLICE	
1	GUN - STEVENS 12 GAUGE SHOTGUN			POLICE	
1	GUN - SMITH & WESSON 9MM SOSVE			POLICE	
1	GUN - ARMI 25 SEMI AUTOMATIC PISTOL			POLICE	
1	GUN - COLT 22 CALIBER LONG RIFLE PISTOL			POLICE	
1	GUN - TAURUS MODEL PT 245 PRO SEMI AUTOMATIC HANDGUN			POLICE	
1	GUN - STEVENS 22 CAR RIFLE SER/NO SER			POLICE	
1	GUN - MARLIN GLENFIELD MOD 60			POLICE	
1	GUN - SMITH & WESSON 9MM SIVER & BLACK HANDGUN			POLICE	
1	GUN - FEG HUNGRAY 9MM			POLICE	
1	GUN - CLERKE 16 SHOT REVOLVER			POLICE	
1	GUN - BERETTA 22 LR SEMI AUTOMATIC HANDGUN			POLICE	
1	GUN - CHARTER ARMS BLUE SNUB 44 SPL			POLICE	
1	GUN - TAURUS 38 SPECIAL			POLICE	
1	GUN - BRYCO 380 AUTOMATIC W/MAGAZINE			POLICE	
1	GUN - NEW ENGLAND FIREARMS 20 GAUGE SINGLE SHOT SHOTGUN			POLICE	
1	GUN - REMAKE OF 1911 BLACK OPS			POLICE	
1	GUN - IC HIGGINS MODEL 90 22 CALIBER PISTOL			POLICE	
1	GUN - HI POINT BLACK AUTOMATIC 40 CALIBER PISTOL			POLICE	
1	GUN - CHARTER ARMS BLUE SNUB 38 SPECIAL REVOLVER			POLICE	
1	GUN - WALTHER P22 SEMI AUTOMATIC			POLICE	
1	GUN - IVER JOHNSON REVOLVER W/WOOD GRIPS			POLICE	
1	GUN - RUGER 22 LR REVOLVER			POLICE	
1	GUN - BRYCO ARMS MODEL JENNINGS 9			POLICE	
1	GUN - LORCIN 22 CALIBER PISTOL			POLICE	
1	GUN - SPRINGFIELD 22 CALIBER SEMI AUTOMATIC RIFLE			POLICE	
1	GUN - WINCHESTER SEMI AUTOMATIC RIFLE W/WOOD STOCK			POLICE	
1	GUN - WINCHESTER 1 LEVER ACTION 22 RIFLE W/SCOPE DI-12			POLICE	
1	GUN - PHOENIX ARMS RAVEN 25 SEMI AUTOMATIC PISTOL			POLICE	
1	GUN - COBBA DERRINGER 9MM			POLICE	
1	GUN - SMITH & WESSON MODEL 66 357 MAG			POLICE	
1	GUN - PARK CRICKETT 22 CALIBER RIFLE W/SCOPE			POLICE	
1	GUN - HI POINT 48 SMITH & WESSON HANDGUN			POLICE	
1	GUN - SMITH & WESSON 32 CALIBER REVOLVER #14-2045			POLICE	
1	GUN - 7.62 X 54 BOLT ACTION RIFLE			POLICE	

SURPLUS LISTING - POLICE - CONFISCATION - GUNS					
QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
1	GUN - BOLT ACTION MILITARY RIFLE W/SCOPE			POLICE	
1	GUN - FRATELLI SILVER 9MM MODEL T775			POLICE	
1	GUN - MARLIN 22 LONG RIFLE			POLICE	
1	GUN - REMINGTON ARMS 22			POLICE	
1	GUN - JIMENZ 9MM HANDGUN			POLICE	
1	GUN - TAURUS SEMI AUTOMATIC 380 PISTOL			POLICE	
1	GUN - IVER JOHNSON 32 CALIBER REVOLVER			POLICE	
1	GUN - BERSA THUNDER 380 AUTOMATIC			POLICE	
1	GUN - CHARTER ARMS 22 CALIBER SURVIVAL RIFLE			POLICE	
1	GUN - 357 SMITH & WESSON REVOLVER			POLICE	
1	GUN - REMINGTON MODEL 700 22-250 CALIBER			POLICE	
1	GUN - BENELLI NOVA PUMP SHOTGUN			POLICE	
1	GUN - SMITH & WESSON 40 CALIBER SEMI AUTOMATIC			POLICE	
1	GUN - BERETTA 40 CALIBER SEMI AUTOMATIC			POLICE	
1	GUN - GLOCK 40 CALIBER MODEL 27			POLICE	
1	GUN - WALTHER 22 PISTOL			POLICE	
1	GUN - 9MM TAURUS PISTOL W/MAGAZINE & DOSKO SPORT CARRYING CASE			POLICE	
1	GUN - SMITH & WESSON 40 CALIBER SEMI AUTOMATIC HANDGUN			POLICE	
1	GUN - RUGER 9MM HANDGUN W/MAGAZINE			POLICE	
1	GUN - 9mm SMITH & WESSON			POLICE	
1	GUN - ROSSI .38 CALIBER SPECIAL HANDGUN			POLICE	
1	GUN - HI POINT 9MM SEMI AUTOMATIC PISTOL			POLICE	
1	GUN - COLT .38 SPECIAL			POLICE	
1	GUN - COLT TROOPER MILK III 357 REVOLVER			POLICE	
1	GUN - BLACK SEMI HI-POINT 45 CALIBER PISTOL			POLICE	
1	GUN - WINCHESTER 30/30 RIFLE			POLICE	
1	GUN - RUGER GP100 - 6 SHOT REVOLVER 357 MAG W/BLACK NYLON HOLSTER			POLICE	
1	GUN - SIG SAUER 40 CAL P229 STAINLESS UPPER			POLICE	
1	GUN - SMITH & WESSON AIRWEIGHT STAINLESS SNUB .38 SPECIAL REVOLVER			POLICE	
1	GUN - MASTER PIECE 9MM HANDGUN SERIAL			POLICE	
1	GUN - FRANCHI 12 SHOTGUN			POLICE	
1	GUN - AMADED ROSSI .22 SIX SHOT PISTOL			POLICE	
1	GUN - RUGER GP 100 357 MAG			POLICE	
1	GUN - SMITH & WESSON .38 SPECIAL REVOLVER W/WOOD GRIPS			POLICE	
1	GUN - COLT GOVERNMENT MODEL 22 LONG RIFLE PISTOL			POLICE	
1	GUN - SMITH & WESSON 40 CALIBER			POLICE	
1	GUN - HI POINT 40 CALIBER PISTOL			POLICE	
1	GUN - SEMI AUTOMATIC 40 CALIBER PISTOL W/CARRYING CASE W/ACCESSORIES #14-2045			POLICE	
1	GUN - GLOCK 27			POLICE	
1	GUN - ROCK ISLAND ARMORY M-1911-A1 FS			POLICE	
1	GUN - RUGER SEMI AUTOMATIC 40 CALIBER PISTOL BASE			POLICE	
1	GUN - RUGER 22 CALIBER REVOLVER			POLICE	
1	GUN - RUGER MINI 34 SEMI AUTOMATIC RIFLE			POLICE	
1	GUN - WINCHESTER MODEL 37 SINGLE SHOT BREAKOVER 16 GAUGE			POLICE	
1	GUN - DAVIS MODEL 9-32 SEMI AUTOMATIC PISTOL			POLICE	
1	GUN - BERETTA WOODY 923FS 9MM SEMI AUTOMATIC			POLICE	
1	GUN - BENELLI 20 GAUGE PUMP SHOTGUN			POLICE	
1	GUN - REMINGTON 870 WINGMASTER 20 GAUGE PUMP SHOTGUN			POLICE	
1	GUN - BROWNING .22 CALIBER SEMI AUTOMATIC RIFLE			POLICE	

SURPLUS LISTING - POLICE - CONFISCATION - GUNS					
QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
1	GUN - RUGER VAQUERO 357 REVOLVER			POLICE	
1	GUN - EIG MODEL 15 .22 CALIBER REVOLVER			POLICE	
1	GUN - COLT PYTHON 357 REVOLVER			POLICE	
1	GUN - MOSSBERG 70 GAUGE PUMP SHOTGUN #14-1688			POLICE	
1	GUN - RUGER 357 CALIBER REVOLVER #15-7146			POLICE	
1	GUN - GLOCK 22 40 CALIBER PISTOL W/EXTRA 9MM BARREL #15-2146			POLICE	
	GUN - SAVAGE ARMS SPRINGFIELD MODEL 18 BOLT ACTION SHOT				
1	GUN #15-2146			POLICE	
1	GUN - SMITH & WESSON 40 CALIBERT SEMI-AUTOMATIC PISTOL #13-2486			POLICE	
	GUN - ROCK ISLAND ARMORY 45 CALIBERT SEMI-AUTOMATIC PISTOL #13-2846				
1				POLICE	
1	GUN - COLT 45 CALIBER SEMI-AUTOMATIC PISTOL #13-2486			POLICE	
1	GUN - JENNINGS 22 SEMI-AUTOMATIC PISTOL MODEL J-22 #13-103			POLICE	

# SURPLUS LISTING - POLICE CONFISCATION - MISCELLANEOUS

QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS
1	COLLECTOR COINS			POLICE CONFISCATION	
50	KNIVES			POLICE CONFISCATION	
3	MULTI-TOOL			POLICE CONFISCATION	
3	PAIRS GLOVES			POLICE CONFISCATION	
1	HP 4934A TRANSMISSION IMPAIRMENT MEASUREMENT SET (TIMS)			POLICE CONFISCATION	
2	BLACK GUN CASES WITH LOCKS			POLICE CONFISCATION	
1	CAMO BACKPACK W/HUNTING GEAR			POLICE CONFISCATION	
5	HUNTING CALLS (DEER, TURKEY, SQUIRREL)			POLICE CONFISCATION	
2	SWORDS			POLICE CONFISCATION	
12	BB GUNS			POLICE CONFISCATION	
1	MISCELLANEOUS JEWELRY			POLICE CONFISCATION	
10	WALLETS			POLICE CONFISCATION	
2	WALL SCENERY PICTURES			POLICE CONFISCATION	
4	WEIGHTS & 2 BARS			POLICE CONFISCATION	
1	CLOTH GUN CASE			POLICE CONFISCATION	
9	FISHING POLES			POLICE CONFISCATION	
1	SET TRUCK FLOOR MATS			POLICE CONFISCATION	
1	GARVIN GPS			POLICE CONFISCATION	
1	RADAR DETECTOR			POLICE CONFISCATION	
3	BINOCULARS			POLICE CONFISCATION	
1	MONOCULAR			POLICE CONFISCATION	
4	HANDHELD RADIO SCANNERS			POLICE CONFISCATION	
1	HANDHELD RADIO			POLICE CONFISCATION	
19	FLASHLIGHTS			POLICE CONFISCATION	
10	VIDEO GAMES			POLICE CONFISCATION	
26	DVD MOVIES			POLICE CONFISCATION	
7	MUSIC CD'S			POLICE CONFISCATION	
37	GUN MAGAZINES			POLICE CONFISCATION	
19	HOLSTERS			POLICE CONFISCATION	
1	YARD RAKE			POLICE CONFISCATION	
1	SHOVEL			POLICE CONFISCATION	
1	CLIPPERS			POLICE CONFISCATION	
1	HEDGER			POLICE CONFISCATION	
	BATS			POLICE CONFISCATION	
1	PIONEER AMP			POLICE CONFISCATION	
2	RADIOS			POLICE CONFISCATION	
1	CD FACE PLATE			POLICE CONFISCATION	
2	LARGE SPEAKERS			POLICE CONFISCATION	
2	XBOX 360			POLICE CONFISCATION	
1	XBOX			POLICE CONFISCATION	
2	DVD CAR PLAYER			POLICE CONFISCATION	
1	DVD & VHS PLAYER			POLICE CONFISCATION	
2	PAIR TENNIS SHOES			POLICE CONFISCATION	
2	PAIRS BOOTS			POLICE CONFISCATION	
1	BLUE RAY DVD PLAYER - CAR MULTIMEDIA			POLICE CONFISCATION	
1	BLACK BAG W/27 DVD MOVIES			POLICE CONFISCATION	
1	HP INVERT PRINTER IN BLACK BAG			POLICE CONFISCATION	
1	DEWALT DRILL W/2 RECHARGEABLE BATTERIES & BATTERY CHARGER			POLICE CONFISCATION	
1	MC MUFFLER & SMALL MOTOR			POLICE CONFISCATION	
1	LARGE PLASTIC TUB WITH MISCELLANEOUS ITEMS			POLICE CONFISCATION	
1	HOBART PLASMA CUTTER 250 CL			POLICE CONFISCATION	
1	SWIMMING POOL (SMALL)			POLICE CONFISCATION	
2	SKATEBOARDS & 4 PACS OF WHEELS			POLICE CONFISCATION	
3	TOOL BOXES			POLICE CONFISCATION	

SURPLUS LISTING - POLICE CONFISCATION - MISCELLANEOUS						
QUANTITY	ITEM	ID/SERIAL-1	ID/SERIAL-2	DEPARTMENT	COMMENTS	
1	GOLF CLUBS & BALLS			POLICE CONFISCATION		
1	SMALL MOTOR			POLICE CONFISCATION		
1	TRAILER HITCH			POLICE CONFISCATION		
1	MEDICAL BAG			POLICE CONFISCATION		
1	STETHOSCOPE			POLICE CONFISCATION		
2	BLOOD PRESSURE CLIPS			POLICE CONFISCATION		
1	GLUCOSE TESTER			POLICE CONFISCATION		
1	OXYGEN TANK AND CONNECTORS			POLICE CONFISCATION		
1	COME-ALONG			POLICE CONFISCATION		
1	COMPOUND BOW			POLICE CONFISCATION		
1	EDGE HOG			POLICE CONFISCATION		
1	METAL DETECTOR			POLICE CONFISCATION		
1	SOCKET SET			POLICE CONFISCATION		
1	EXTENSION CORDS (MULTIPLE)			POLICE CONFISCATION		
2	SAW SAWS			POLICE CONFISCATION		
1	DRILLS (SEVERAL)			POLICE CONFISCATION		
1	HAMMERS (SEVERAL)			POLICE CONFISCATION		
1	MISCELLANEOUS HAND TOOLS			POLICE CONFISCATION		
1	BOX OF CLOTHING W/SUNGLASSES, BELT, SOCKS, PERFUME			POLICE CONFISCATION		
1	SUITCASE			POLICE CONFISCATION		
1	HATCHET			POLICE CONFISCATION		
1	SEVERAL BACKPACKS AND PURSES			POLICE CONFISCATION		
1	COMPUTERS W/HARD DRIVES REMOVED (SEVERAL)			POLICE CONFISCATION		
6	COMPUTERS			POLICE CONFISCATION		
5	LAP TOP COMPUTERS			POLICE CONFISCATION		
1	TRAILER RAMP			POLICE CONFISCATION		
2	WHEEL CHAIRS			POLICE CONFISCATION		
1	EDGER			POLICE CONFISCATION		
1	LAWN MOWERS (SEVERAL)			POLICE CONFISCATION		
1	SCOOTERS (SEVERAL)			POLICE CONFISCATION		





# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016  
Department: Police  
Prepared By: Gary Wansick  
Date Prepared: June 6, 2016

Item Number: 12  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

Consider and act upon, declaring 137 bicycles surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to donate them to the Boys and Girls Club.

### Recommendation

Motion to declare certain 137 bicycles surplus property and authorize the City Manager to donate them to the Boys and Girls Club.

### Discussion

The City has an abundance of old bicycles that the police have seized. None of these bicycles have a total value of \$300.00 or more and most of them are in need of repairs. The Boys and Girls Club wants to repair as many as possible and distribute them to children in the community. Staff believes that this is an excellent way to dispose of this surplus and help the community.

### Approved By

		Initial	Date
Department Head		GW	June 6, 2016
City Manager	P. Stasiak	<i>PJS</i>	<i>6-9-16</i>





# McAlester City Council

## AGENDA REPORT

Meeting Date: June 14, 2016  
Department: Finance  
Prepared By: Toni Ervin/Sheila Norman  
Date Prepared: June 6, 2016

Item Number: 13  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, authorizing the Mayor to sign a contract with Chillie Joe Bills, Auctioneer, for the sale of surplus items.

### Recommendation

Motion to approve authorizing the Mayor to sign a contract with Chillie Joe Bills, Auctioneer, for the sale of surplus items.

### Discussion

The City has an abundance of miscellaneous surplus items including numerous guns. It is the Staff's belief that a public auction is an excellent way to dispose of this surplus and receive the most revenue. Mr. Bills is a professional auctioneer and has agreed to spend \$2,000 plus on advertising, this will bring buyers from all over the state.

### Approved By

	Initial	Date
Department Head	TE	June 6, 2016
City Manager	<u>P. Stasiak</u> <u>[Signature]</u>	<u>6-9-16</u>

Agreement of Sale

It is hereby mutually agreed by and between Chillie's Auction Service as the auctioneers  
and \_\_\_\_\_

City of Mclester  
\_\_\_\_\_

As owner(s), in consideration of their several promises herein set forth.

Auctioneers agree to conduct owner's auction sale at the time and place hereinafter stated.

Owner hereby employs auctioneer to conduct said sale, and agrees to pay him therefore as sum equal to 20% of  
the total amount of sale,

Date of sale: July 9th 10:00 AM

Place of sale: Expo Center & Army Reserve

Description of sale in  
general: Office Equipment - Guns - Knives - Misc

Auctioneer  
Owner will pay for advertising. 2000.00 To 2500.00

Owner agrees that nothing included in this auction is to be sold or otherwise disposed of before sale date.

Auction Service agrees to get sale items ready and lined up for the sale. at Expo Center & Army Reserve

Owner warrants that items to be sold are free and clear of liens and mortgages or so state as to the nature of  
such, \_\_\_\_\_

All items in this sale will sell to the highest and best bidder with no minimum or reserve bids unless otherwise  
stated. \_\_\_\_\_

Other  
remarks: \_\_\_\_\_  
\_\_\_\_\_

THE ABOVE AGREEMENT WILL BE BINDING AS SET FORTH UNLESS OTHERWISE AGREED UPON BY ALL PARTIES IN  
WRITING.

Chillie Bell

Auctioneer

Auctioneer

DATE: \_\_\_\_\_

Seller

Seller



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 14, 2016</u>	Item Number:	<u>14</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak, City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 8, 2016</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, rejection of all bids received for the 500 N. Main Drainage Improvements.

### Recommendation

Motion to approve rejection of all three bids received for the 500 N. Main Drainage Improvement Project.

### Discussion

Bids were received from JA Manning Construction, Williams Contracting, and Katcon, Inc. on June 7, 2016. All bids greatly exceeded the current engineering estimate of \$87,000. Mehlburger Brawley dba Infrastructure Solutions Group, LLC has recommended the project be re-bid after a thorough review and evaluation of the plans and specifications.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>6-9-16</u>



June 8, 2016

City of McAlester  
Attn: Pete Stasiak – City Manager  
P.O. Box 578  
McAlester, Ok 74502

Re: 500 N. Main Drainage Improvements  
Rejection of All Bids

Dear Mr. Stasiak:

The above referenced project was bid at 10:00 a.m., on Tuesday, June 7, 2016, at the McAlester City Hall. Enclosed you will find a copy of the bid tabulation for the referenced project. Three (3) contractors had received plans and specifications for this project and three (3) elected to submit a bid.

The bids for the project are listed below:

JA Manning Construction; McAlester, Ok	\$166,505.00
Williams Contracting; Muskogee, Ok	\$172,655.90
Katcon, Inc; McAlester, Ok	\$209,975.94

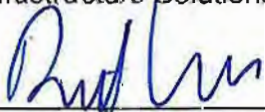
As you can see all the bids were over the funds available for this project. Therefore, we recommend that all bids be rejected, and the project be re-bid after a thorough review and evaluation of the plans and specifications.

Enclosed please find the submitted bids. Pursuant to 61 O.S. §112, you are required by law to keep all bids, both successful and unsuccessful, for a period of five (5) years from the date of opening of the bids or for a period of three (3) years from the date of completion of the contract, whichever is longer.

If you have any questions concerning this recommendation or any other part of the project, please contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

  
Robert Vaughan, P.E.  
Branch Manager

RV/ks - Enclosure  
Project No. MC-16-05

## CITY OF MCALESTER/MCALESTER PUBLIC WORKS AUTHORITY

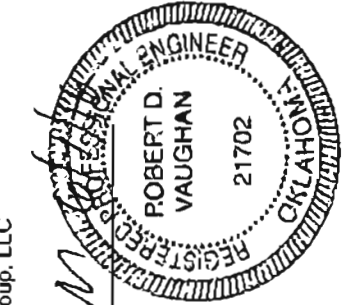
500 N. MAIN DRAINAGE IMPROVEMENTS

TUESDAY, JUNE 7, 2016 @ 10:00 a.m.

## BID TABULATION

ITEM	DESCRIPTION	QTY	UNIT	JA Manning Construction Co., Inc. 2735 Rockford Rd. McAlester, Ok 74501		Williams Contracting, Inc. 928 N. York, Suite 42 Muskogee, Ok 74403		Katcon, Inc. 1047 Collins Road McAlester, Ok 74501	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Concrete Lined Ditch	188	LF	\$364.39	\$68,505.32 *	\$485.60	\$91,292.80	\$782.88	\$147,181.44
2	Concrete Sidewalk	90	SY	\$144.44	\$12,999.60 *	\$89.21	\$8,028.90	\$67.25	\$6,052.50
3	Concrete Curb and Gutter	140	LF	\$85.71	\$11,999.40 *	\$68.10	\$9,534.00	\$28.75	\$4,025.00
4	Concrete Headwall with Wingwalls	2	EA	\$4,000.00	\$8,000.00	\$2,860.00	\$5,720.00	\$4,300.00	\$8,600.00
5	18-inch ADS HP Storm Pipe	20	LF	\$1,100.00	\$22,000.00	\$208.50	\$4,170.00	\$115.00	\$2,300.00
6	Guardrail	184	LF	\$130.43	\$23,999.12 *	\$75.55	\$13,901.20	\$153.50	\$28,244.00
7	Handrail	190	LF	\$73.68	\$13,999.20 *	\$179.60	\$34,124.00	\$30.00	\$5,700.00
8	Solid Slab Sod	85	SY	\$14.12	\$1,200.20 *	\$12.00	\$1,020.00	\$33.80	\$2,873.00
9	Traffic Control	1	LS	\$3,800.00	\$3,800.00	\$4,865.00	\$4,865.00	\$5,000.00	\$5,000.00
TOTAL AMOUNT OF BASE BID					\$166,502.84		\$172,655.90		\$209,975.94

Infrastructure Solutions Group, LLC



Robert Vaughan, P.E.  
Branch Manager  
RV/ks MC-16-05

\* Denotes Mathematical Error



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 14, 2016	Item Number:	15
Department:	City Manager	Account Code:	
Prepared By:	Ginny Webb	Budgeted Amount:	
Date Prepared:	June 8, 2016	Exhibits:	1

### Subject

Consider and act upon, the Application for Obtaining Real Property for Historic Monument Purposes for the acquisition of the Carl F. Albert Federal Building & U.S. Courthouse.

### Recommendation

Motion to approve application to acquire the Carl F. Albert Federal Building & U.S. Courthouse.

### Discussion

The Historic Monument or Historic Surplus Property Program is administered by the National Park Service (NPS), on behalf of the Secretary of the Interior, and the General Services Administration (GSA). The program allows state, county and local governments to obtain Federal historic properties at no cost. Properties are conveyed "As Is" and "Where Is".

The applicant agrees to assume possession of the property within 15 days of any written request given after acceptance of the application. If the application is submitted in June, the City will likely assume possession in August.

Terms and conditions described in the application will be part of the deed conveying title to the property. The property must be used in accordance with the terms of the transfer in perpetuity.

The NPS will monitor the property to ensure that it is maintained and protected. Modifications to the property will be subject to approval by the NPS and the Oklahoma State Historic Preservation Office.

### Approved By

Department Head

City Manager

P. Stasiak

Initial

*PJS*

Date

6-9-16



# OBTAINING REAL PROPERTY FOR HISTORIC MONUMENT PURPOSES

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## APPLICATION & INSTRUCTIONS

Public Law 107-217

National Park Service  
U.S. Department of the Interior





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## INTRODUCTION

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### **The following information is designed to assist your completion of the *Application for Obtaining Real Property for Historic Monument Purposes*, under Public Law 107-217.**

The Historic Monument or Historic Surplus Property Program is administered by the National Park Service (NPS), on behalf of the Secretary of the Interior, and the General Services Administration (GSA), the agency that identifies Federal historic properties to be transferred under this program. The program allows state, county and local governments to obtain Federal historic properties at no cost. To apply for such a property, an eligible governmental entity must complete the *Application for Obtaining Real Property for Historic Monument Purposes* (Application). The Application is reviewed and approved by the NPS, and sets forth terms and conditions that will be made a part of the deed conveying title to the property. As part of the approval, the NPS formally recommends to the GSA that the subject property be transferred. If it agrees with the recommendation, the GSA executes the transfer. A property conveyed under this program must be used in accordance with the terms of the transfer in perpetuity, and the NPS is responsible for monitoring the property to ensure that it is maintained and protected.

#### **Application Highlights**

##### **Section I—Request for Property:**

- Includes terms and conditions for conveyance of the property.
- Person having legal responsibility and/or authority to submit the Application and carry out the conditions of a deed must sign in the space following the conditions.
- "Approved by the Secretary of the Interior" statement will be completed by the NPS once it has reviewed and approved the Application; "Accepted by the Administrator of General Services" statement will be completed by the GSA, signifying concurrence with the NPS' approval and recommendation for historic monument conveyance.

##### **Section II—Program of Preservation and Utilization:**

- Includes three sections: "Preservation Plan" (Item #8), "Use Plan" (Item #9), and "Financial Plan" (Item #10).
- All proposed changes to properties being transferred under this program must be described in the "Preservation Plan" and must be in conformance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (typically, the *Standards for Rehabilitation*, one of four sets of treatment standards, would be the most applicable). For more information on the Standards, please go to <http://www.cr.nps.gov/hps/tps>, "Featured Links."
- Included at the end is the format for a resolution or certificate of authority identifying and certifying that the officials and Applicant are legally authorized to make an Application for the property.

##### **General tips on preparing and submitting the Application:**

- Consult with the appropriate regional office of the NPS early in the process of developing the Application. Current contact information (program staff, telephone numbers and addresses) for the NPS regional offices is available online at [http://www.cr.nps.gov/hps/tps/hssp\\_p.htm](http://www.cr.nps.gov/hps/tps/hssp_p.htm).
- The Application need not be bound, put in a binder, or otherwise elaborately packaged.
- Use of the electronic form requires software compatible with AdobeReader 7.0 and above. Attach additional sheets if necessary should you run out of space.
- Photographs must be: original 35mm (NOT Polaroid or printed digital images) photographic prints; clear depictions of the subject in color or black-and-white format; adequately labeled.
- Submit one (1) original and three (3) copies of this completed Application to the appropriate NPS regional office as noted on page three - do NOT submit any application materials directly to GSA (NPS will retain the one original Application and a copy of the deed in its files, and forward the three copies of the Application to GSA for their purposes).





## SECTION I - REQUEST FOR PROPERTY

To: General Services Administration  
Address: Real Property Utilization & Disposal Division(7PZ)  
819 Taylor St., Room 11A30  
City: Fort Worth  
State: TX Zip: 76102

Through: National Park Service  
Name: IMR-Heritage Partnerships Program  
Address: Historic Surplus Property Program  
12795 W. Alameda Pkwy.  
City: Lakewood  
State: CO Zip: 80228

GSA Control Number: 7-G-OK-0853

The undersigned, City of McAlester, hereinafter referred to as the Applicant or Grantee, acting by and through Peter Stasiak at 28 E. Washington Ave., McAlester, OK 74502 of the City of McAlester, hereby applies for the conveyance, without monetary consideration, for use for historic monument purposes, from the United States of America pursuant to 40 U.S.C. 550(h), and in accordance with the rules and regulations of the General Services Administration, the following described property:

Carl F. Albert Federal Building and U.S. Courthouse, approximately 5 acres

This property is more fully described in the "Program of Preservation and Utilization," attached hereto and made a part hereof. Enclosed herewith is a resolution or certification as to the authority of the undersigned to execute this Application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this Application is made subject to the following terms and conditions:

1. This Application, as approved by the Secretary of the Interior (Secretary) and as accepted by the Administrator of General Services (Administrator), shall constitute the entire agreement among the Applicant, the Secretary, and the Administrator, unless modified in writing by the three parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this Application.
3. It is understood that the property is to be conveyed "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose intended, and no claim for any adjustments upon such grounds will be considered after this Application has been accepted.
4. The Applicant agrees to assume possession of the property within 15 days of any written request given by the Administrator after acceptance of this Application. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time, of the 16th day after such request by the Administrator. The word "possession" shall mean either actual physical possession or constructive possession.
5. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes which may have been or may be assessed on the property, and shall pay its part of the pro-ration of any sums paid, or due to be paid by the Federal Government in lieu of taxes.



6. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.
7. In support of eligibility to acquire the property for historic monument purposes, the undersigned submits a proposal entitled "Program of Preservation and Utilization" attached hereto. All proposed changes to the property must be described in the "Program of Preservation and Utilization" and must be in conformance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (typically, the *Standards for Rehabilitation* would be the most applicable set of treatment standards). The "Program of Preservation and Utilization" may be amended from time to time at the request of either the Applicant or the Secretary, with the written concurrence of the other party. Such amendments will be added to, and become a part of, the original "Program of Preservation and Utilization." The National Park Service, as part of reviewing any amendments on behalf of the Secretary, is required to comply with Section 106 of the National Historic Preservation Act, as amended, and the National Environmental Policy Act, as amended. The Applicant agrees that it will furnish such data, maps, reports, and information as may be requested by the Secretary to comply with these laws, and any other laws, as required.
8. Conveyance of the Property shall be accomplished by an instrument, or instruments, in form satisfactory to the Administrator, without warranty, express or implied, and shall contain covenants, reservations, restrictions, and conditions substantially as follows:
  - a. That the Grantee shall forever use the property in accordance with its Application and the approved program attached thereto entitled "Program of Preservation and Utilization."
  - b. Other than as provided for in the approved "Program of Preservation and Utilization" (a) above, the property shall not be sold, leased, assigned, or otherwise disposed of, except to another eligible government agency that the Secretary is satisfied can assure the continued use and maintenance of the property for historic monument purposes. The assurance of the Secretary must be obtained prior to the execution of any agreement and must be in writing. The Grantee may, however, enter into lease agreements with any individual or entity if the lease agreement is compatible with the approved program (a) above, and provided the prior concurrence of the Secretary, or his/her designee, is obtained in writing prior to the execution of such agreements. Any lessee who develops or rehabilitates the property on behalf of the Grantee shall also be required to provide the same information for the Biennial Reports as the Grantee (see 8.c below).
  - c. The Grantee shall prepare Biennial Reports setting forth the use made of the property during the preceding two-year period, and submit them to the Secretary at:

**Intermountain Regional Office. Historic Surplus Property Program**

(Please Note: Guidelines for the preparation of Biennial Reports are available from the National Park Service regional office.) If the Administrator has authorized revenue-producing activities, based on the recommendation of the Secretary, then the Grantee shall file with the Secretary at the same address every two years the following reports:

- I) Financial Report. The Financial Report shall include the following:
  - a) Statement of income from all sources during the reporting period.
  - b) Statement of expenses classified according to the following categories:
    - i) repair, rehabilitation, and restoration costs;
    - ii) recurring maintenance requirements costs; and
    - iii) administration and operations costs.
  - c) Statement of disposition of excess income.

The Financial Report will cover two accounting years, whether fiscal or calendar, as mutually agreed by the Grantee and the Secretary and will be submitted within 90 days after the close of the accounting year.



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- 2) Audit Report. The Audit Report will consist of a report produced by an independent audit firm summarizing the results of the biennial audit in sufficient detail to disclose the financial position of the Grantee validity of the accounting procedures. The Secretary shall have the right, at his/her discretion, to audit such financial records, to examine such other records, and to inspect such portions of the granted property as may, in his/her judgment, be necessary to safeguard the interests of the U.S.
- d. Title to the property transferred shall revert to the United States at its option in the event of noncompliance with any of the terms and conditions of disposal.
9. Any title evidence which may be desired by the Applicant shall be procured by the Applicant at its sole cost and expense. The Federal Government shall, however, cooperate with the Applicant or its authorized agent in this connection, and shall permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Federal Government shall not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
10. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Applicant's expense.
11. The approved Applicant covenants and agrees for itself, its successors and assigns, to be subject in all respects to all Federal laws and regulations relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this Application, including but not limited to:
- a. All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
  - b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
  - c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
  - e. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically disabled; and
  - f. The Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), which requires that no otherwise qualified disabled individual shall, solely by reason of his or her disability, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
- The Applicant shall promptly take and continue to take such actions as may be necessary to comply with this condition. The United States shall have the right to seek judicial enforcement of this condition.
12. The Grantee shall, within a period of six months from the date of the signing of the Deed of Conveyance, erect and maintain a sign of compatible scale and materials near the principal access to the property stating that: "The (name of building/property) was acquired by (local government entity) from the Federal Government through the General Services Administration as Historic Surplus Property on (date). This public benefit program is administered by the National Park Service, U.S. Department of the Interior." Additional information may also be included, such as names of local officials, etc. This sign shall be maintained in perpetuity. A temporary sign may be erected during any rehabilitation work. The final design and text of the sign must be included in the "Program of Preservation and Utilization."



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**SIGNED BY APPLICANT**

Signed in acceptance of the foregoing conditions this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:

\_\_\_\_\_  
Authorized Official's Signature

Peter Slasiak

\_\_\_\_\_  
Name – printed

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
P.O. Box 578

\_\_\_\_\_  
Address of Applicant

\_\_\_\_\_  
McAlester, OK 74502

\_\_\_\_\_  
City, State, Zip



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**APPROVED BY THE SECRETARY OF THE INTERIOR**

Application approved and property recommended for historic monument conveyance by and on behalf of the Secretary of the Interior this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NATIONAL PARK SERVICE**

By: \_\_\_\_\_  
Signature  
Tom Keohan  
Name – printed  
Program Manager, Heritage Partnerships Program  
Title

**ACCEPTED BY THE ADMINISTRATOR OF GENERAL SERVICES**

Recommendation of the Secretary of the Interior accepted by and on behalf of the Administrator of General Services this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**GENERAL SERVICES ADMINISTRATION**

By: \_\_\_\_\_  
Signature  
Steve Kline  
Name – printed  
GSA Regional Real Property Utilization/Disposal Manager  
Title

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## SECTION II - PROGRAM OF PRESERVATION & UTILIZATION

### 1) APPLICANT:

1a. Name of Agency: City of McAlester  
1b. Agency Representative: Peter Stasiak  
1c. Agency Street Address: 28 E. Washington Ave.  
1d. City: McAlester 1e. State: OK 1f. Zip Code: 74502 1g. Day telephone: 918-423-9300

### 2) PROPERTY:

2a. Name of Property: Carl F. Albert Federal Building and U.S. Courthouse  
2b. Street address: 301 E. Carl Albert Parkway  
2c. City: McAlester 2d. County: Pittsburg 2e. State: OK 2f. Zip Code: 74501  
2g. Name of historic district, if applicable:

2h. Include as part of the Application a copy of the National Register nomination form or Determination of Eligibility, obtainable from the State Historic Preservation Officer or from the National Register of Historic Places, National Park Service, 1849 C Street, NW (Org. Code 2280), Washington, DC 20240-0001.

#### Check all applicable designations:

- ☐ Local listing ☐ Certified Local Government ☒ State listing  
☒ National Register Listed ☐ National Register Eligible  
☐ Project Seeking the Federal Historic Rehabilitation Tax Credit  
(Note: Checking this box directs the NPS Regional Office reviewing this Historic Monument Application to coordinate the review with that of the NPS Washington, D.C. office which administers the Federal Historic Rehabilitation Tax Credit Program.)

#### Number of Resources within Property

(in accordance with the National Register classification system)

	Contributing	Non-contributing
Buildings	1	0
Sites	0	0
Structures	0	0
Objects	0	1
<b>TOTAL</b>	<b>1</b>	

(Note: Although the applicable National Register Nomination or Determination of Eligibility may provide this kind of information, always consult with NPS to ensure that the classifications and the counts are current.)



### 3) DESCRIPTION OF PROPERTY:

#### 3a. Acreage:

Less than 1 acre (approximately .5 acres)

#### 3b. Legal Description:

*This can be in metes and bounds, rectangular or cadastral survey. If the information is not available from the granting Federal agency, you must survey the property when the National Park Service is assured that you will be the recipient. In such event, the legal description and plot may be submitted subsequent to the Application*

A piece, parcel or tract of land located in Block 321, City of McAlester (formerly South McAlester), Pittsburg County, Oklahoma. Beginning at the southwest corner of Block 321 at the intersection of Carl Albert Pkwy (formerly Grand Ave) and Third St, thence east on north line of Carl Albert Pkwy 140 feet; thence north parallel with east line of Third St 160 feet to center line of the vacated alley running through said block; thence west on center line of said alley 140 feet to east line of Third St; thence south on east line of Third St 160 feet to the place of beginning. Being all Lot 7 and west 50 feet of Lot 8 in Block 321 and south 8 feet of said vacated alley lying adjacent thereto, South McAlester.

#### 3c. Map:

*Attach a plot map showing the property boundary, contributing and noncontributing resources (buildings, sites, structures, objects—refer to 2h above), street plan, and other features (topographic features, vegetation, landscaping, water features, etc.) important in understanding the property.*

### 4) NARRATIVE DESCRIPTION:

*Provide a written description of all important historic resources and natural features identified in the plot map, above. This includes contributing resources (buildings, sites, structures, objects—refer to 2h above) vegetation, landscape features, etc. Include building number, designations such as "Barracks," "Water tower," etc, and give dimensions and floor area.*

The Carl F. Albert Federal Building & U.S. Courthouse is a three-story brick and limestone Classic Revival style public building with a full basement. It was completed in 1914 and retains a high degree of historic integrity despite minor modifications. The footprint of the building is 96 feet from north to south and 110 feet from east to west. The building faces south on its original corner lot adjacent to the McAlester Downtown Historic District, listed on the National Register of Historic Places. No other structures are present on the site. On the south and west, a small landscaped lawn is adjacent to the building, and the property is bordered by sidewalks. A flagpole and a noncontributing monument with a bust of Carl F. Albert are on the southwest corner of the lawn. On the north and east, an asphalt drive surrounds the building.



## 5) UTILITIES:

Electric, gas, water, sewer, and telecommunication services are present on the property. A sewer line runs along the right of way on the south side of the property, and a water line runs along the right of way on the west side of the property.

## 6) RELATED PERSONAL PROPERTY:

No related personal property is to be conveyed with the property.

## 7) SIGNIFICANCE

*Describe the significance of the property in American history, archeology, architecture, or culture, referencing the National Register nomination, or the Determination of Eligibility.*

The Carl F. Albert Federal Building & U.S. Courthouse is a significant building, because it is associated with events that have made a significant contribution to the broad patterns of our history and because it embodies the distinctive characteristics of Classic Revival architecture.

The U.S. Government authorized construction of the building in 1913, which was completed in 1914. Originally, the first floor housed the U.S. Post Office, and the upper floors housed the U.S. District Court and other federal offices. In the late 1960s, the post office moved, but the federal court and other federal agencies remained. In 1985, the building was named the Carl F. Albert Federal Building and Courthouse in honor of the 46th Speaker of the U.S. House of Representatives. The building is significant as a representation of the federal government in McAlister.

The structure is a three-story brick and limestone Classic Revival style public building with a full basement. The first story sits above-grade on a limestone veneer foundation. Limestone belt courses separate the first, second, and third stories. The top of the building features a limestone cornice with dentils, a limestone parapet, and a flat roof.

Fenestration is symmetrical. All windows and doors are nonhistoric aluminum. First floor windows are arched with large, brick voussairs, limestone ornamented keystones, wood frames, bracketed stone sills, and paneled spandrels below. Second floor windows have unbroken, flat arch limestone lintels, and third floor windows have flat brick headers with limestone keystones. The south and west entries retain granite steps and cheek walls.

The front of the building is divided into two narrow bays flanking a large, central bay. The central bay includes a two-story loggia on the second and third floors over an arcaded porch on the first floor. The loggia features Composite Corinthian columns connected by wrought iron railing and a paneled stucco ceiling. The north wall of the loggia features five French doors topped by eight-pane casement windows capped with a two-pane transoms and set in molded twisted rope limestone surrounds. The doors are separated by Corinthian pilasters, and above each door is a marble roundel with a molded denticulated outer ring ornamented by a series of glyphs. The east and west walls of the loggia feature recessed panels with twisted rope ornament and additional marble roundels. The first floor porch features a groin-vaulted stucco ceiling and five arches with brick voussairs and large, ornamented limestone keystones, and Doric pilasters. A cast iron light hangs in the center entry arch. The remaining arches are connected by wrought iron railing. The porch has a concrete floor and a groin-vaulted stucco ceiling. The windows in the porch have brick surrounds with paneled spandrels. Two cast iron light standards flank the entry steps. A projecting, enclosed entry has been added immediately in front of the center entrance.

The west entrance is arched with brick voussairs and an ornamented limestone keystone and is flanked by cast iron, wall-mounted lights. The openings of a loading deck constructed on the northeast corner of the building in 1969 have been infilled. Also on the northeast corner, a three-story fire tower was added in 1989. An ADA-compliant entry was added on the north side.

The interior of the building is significantly altered but retains historic features such as wood panel doors with transoms and surrounds, radiators, terrazzo floors, marble work, and hardware, especially on the upper floors.





## 8) PRESERVATION PLAN:

All work must be done in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (typically, the *Standards for Rehabilitation* would be the most applicable set of treatment standards). The *Standards* are available at <http://www.cr.nps.gov/tps>, under "Featured Links."

Using the outline format below, describe the proposed work on a feature-by-feature or work-item basis (examples of architectural/landscape features or work items include: formal garden, new landscaping, new parking area, roof, windows, porch, exterior siding, foundation, interior trim, interior plaster, floor plan, interior partitions, HVAC system, etc.). Begin by describing site work, including new construction and parking, followed by work on the exterior and finally work on the interior. A separate outline description should be used to detail each work item and its effect on architectural/landscape features or interior spaces. Under item "8D," explain in detail the work to be undertaken and describe the effect (visual, structural, or other) on the existing feature. This should include the impact of any modern modifications or utilities on the existing feature. For archeological areas, describe necessary security and maintenance to stabilize the site, control vegetal growth, or avoid damage.

Numbered photographs and drawings are essential components of the Preservation Plan. Applicable photograph and drawing numbers should be referenced under "8E" and "8F" of each outline description or work item. The submitted photographs must be 35 mm color or black and white prints and they must document the existing/ pre-project condition of the site, the exterior elevations of the building(s), and the interior. Interior elements to be documented include major spaces and detailing, such as decorative plasterwork and wainscoting.

Existing conditions may be shown by original construction drawings that include subsequent modifications, by current record drawings, or by newly prepared measured drawings. Major planned alterations or new construction must be shown on appropriate drawings (e.g., site plans, elevations, floor plans, sections). While detailed plans and specifications may not be necessary if the project is simple in scope, it must be clear from the submitted documentation that the Applicant has fully recognized areas of historic significance and will plan proposed work to minimize the impact on these significant areas.

### ARCHITECTURAL/LANDSCAPE FEATURES

For each architectural or landscape feature where work is proposed, use the following format to describe the existing condition and the proposed work. Attach additional sheets/pages as necessary continuing the alphabetical format until every feature slated for work is described.

Feature A: Please refer to additional sheets attached.

8a. Approximate date of construction:

8b. Approximate date(s) of alterations:

8c. Description and condition:

8d. Proposed work and impact on the feature:

8e. Photo number(s):

8f. Drawing number(s):



Feature B:

8a. Approximate date of construction:

8b. Approximate date(s) of alterations:

8c. Description and condition of Feature B:

8d. Proposed work and impact on the feature:

8e. Photo number(s):

8f. Drawing number(s):

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Feature C: \_\_\_\_\_

8a. Approximate date of construction:

8b. Approximate date(s) of alterations:

8c. Description and condition of Feature C:

8d. Proposed work and impact on the feature:

8e. Photo number(s):

8f. Drawing number(s):



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**12) RESOLUTION:**

*The resolution form on the following page has been provided for your use.  
If you do not use this form, you must ensure that, at a minimum, the resolution contains the following:*

- 12a. Identification of the name, location, GSA control number and acreage of the property for which you are applying;
- 12b. An authorization of the Application for and acquisition of the specified property for historic monument purposes;
- 12c. A designation by title of a specific official to act as the authorized representative in all matters pertaining to the transfer of the property;
- 12d. A statement that the Application is being made for acquisition of the property under the provisions of 40 U.S.C. 550(h). and regulations and procedures promulgated thereunder;
- 12e. Where applicable, certification that the Applicant is authorized, willing, and able to conduct compatible revenue-producing activities, and that regardless of any revenues derived from such activities, the Applicant is financially able to utilize said property for historic monument purposes as set forth in its "Program of Preservation and Utilization" and in accordance with the requirements of 40 U.S.C. 550(h) and regulations and procedures promulgated thereunder;
- 12f. Where applicable, certification that any income in excess of costs of repair, rehabilitation, restoration, and maintenance shall be used by the Applicant only for public historic preservation, park or recreational purposes as enunciated in the "Program of Preservation and Utilization";
- 12g. Certification that the Applicant is willing and authorized to pay the administrative expenses incident to the transfer; and
- 12h. Certification that the Applicant is authorized, willing, and in a position to assume immediate care and maintenance of the property.



RESOLUTION/CERTIFICATE OF AUTHORITY (SAMPLE FORMAT)

Whereas, certain real property owned by the United States, located in the County of Pittsburg, State of OK has been declared surplus and at the discretion of the Administrator of General Services (Administrator), may be conveyed for historic monument purposes to a State, political subdivision, instrumentalities thereof, or municipality, under the provisions of 40 U.S.C. 550(h), and rules and regulations promulgated pursuant thereto, more particularly described as follows:

Carl F. Albert Federal Building and U.S. Courthouse

301 E. Carl Albert Parkway McAlester Approximately .5 acres  
GSA control number 7-G-OK-0853

Whereas, City of McAlester needs and will utilize said property in perpetuity for historic monument purposes as set forth in its Application and in accordance with the requirements of 40 U.S.C. 550(h) and the rules and regulations promulgated thereunder; and

Whereas, the Applicant is authorized, willing and able to conduct compatible revenue producing activities, and that regardless of any revenues derived from such activities, Applicant is financially able to utilize said property for historic monument purposes as set forth in its "Program of Preservation and Utilization" and in accordance with the requirements of 40 U.S.C. 550(h) and regulations and procedures promulgated thereunder; and

Whereas, the Applicant agrees that any income in excess of costs of repair, rehabilitation, restoration and maintenance shall be used by the Applicant only for public historic preservation, park or recreational purposes as enunciated in its "Program of Preservation and Utilization";

Now, Therefore, Be It Resolved, that City of McAlester shall make Application to the Administrator for and secure the transfer to it of the above-mentioned property for said use upon and subject to such exceptions, reservation, terms, covenants, agreements, conditions, and restrictions as the Secretary of the Interior, and the Administrator, or their authorized representatives, may require in connection with the disposal of said property under 40 U.S.C. 550(h) and the rules and regulations issued pursuant thereto; and Be It Further Resolved that City of McAlester

has legal authority, is willing, and is in a position to assume immediate care and maintenance of the property, and that Peter Stasiak City Manager he and he/she is hereby authorized, for and on behalf of the City of McAlester to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, Applications, reports, and other documents; the execution, acceptance, delivery, and recordation of reports, and other documents; the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the Application and the conveyance documents in the records of the governing body; and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation of instruments, or other costs identified with the Federal surplus property acquisition.

City of McAlester

legal title of governing body of Applicant  
[Applicant Legal Address]

address

I, Peter Stasiak, hereby certify that I am the City Manager of the City of McAlester and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said City of McAlester present at a meeting of said body on the 14th day of (month), 20 16, at which a quorum was present.

Peter Stasiak



9) USE PLAN:

*Describe in detail the planned utilization and exhibition of the historic site. Differentiate between public-use activities and revenue-producing activities. Identify any portions of the property to which public access will be denied or restricted. Establish the suitability of the property for the proposed uses and the compatibility of the proposed revenue producing activities with the historical and/or architectural character of the property.*

The Carl F. Albert Federal Building & U.S. Courthouse is currently vacant, but all previous uses have been varied government offices. In keeping with its historic public use, the building will be used as City Hall, housing all administrative offices for the City of McAlester. The courtroom may be used for municipal court proceedings and City Council meetings.

The property will not be used for any revenue producing activities, and the entirety of the property will be accessible to the public.

The current layout of the building suits the needs of the City's administration offices, and no modifications to the building are planned. Both the historic integrity and good condition of the building will be maintained.

10) FINANCIAL PLAN:

10a. Analysis of projected income from all sources:

No income is projected.

10b. Analysis of projected expenses for:

i) Repair, rehabilitation and restoration (if work will be phased, briefly describe each phase, indicate the corresponding time schedule, and group projected expenses by phase):

\$905 for installation of required signage

ii) Recurring maintenance requirements:

\$42,000 per year for dedicated maintenance employee

\$50,000 per year for dedicated maintenance fund

iii) Administration and operation:

Administration and operation will be absorbed by current employees. No expenses are anticipated.



10c. Provisions for disposition of excess income:

*The law requires that all income in excess of costs for repair, rehabilitation, restoration and maintenance shall be used by the Grantee only for public historic preservation, or park or recreational purposes (when all preservation needs have been adequately addressed). A reasonable amount of any excess proceeds may be carried forward from year to year to meet such costs. Any lessee who develops or rehabilitates the property on behalf of the Grantee shall be held to the same requirements for excess income.*

No excess income is anticipated.

10d. Description of accounting and financial procedures:

*These must include provision for an independent audit every two years, the cost to be borne by the Grantee, and for an Audit Report based thereon to be submitted every two years, together with a Financial Report, to the Secretary of the Interior.*

An independent Fund to preserve and maintain the Carl Albert Federal Building will be established and maintained. The City of McAlester is required by our charter to have an independent Audit of all of our funds each year. The City of McAlester has the internal controls, policies and procedures in place to comply with all required financial reporting. For 2014, the City of McAlester received the National Award for Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

11) CAPABILITY:

*Give a full statement of legal authority and ability to finance, operate, and maintain the property. Furnish complete information about the adequacy of staff to be made available to develop and operate the project and the Applicant's qualifications for the development and operation of historic property.*

Please refer to additional sheet attached.

The use and care of the Carl Albert Federal Building would be under the supervision of the Mayor and City Council, elected by the citizens of McAlester, Oklahoma. This public body governs the City's ability to finance, operate, and maintain this historic monument.

The Facility Maintenance Division, a dedicated division of the City of McAlester's Public Works Department, is immediately capable to provide both preventive and routine care to the Carl Albert Federal Building to ensure preservation of the historic property. There are no projected modifications or proposed work on the historical building. Any future improvements to the structure would require approval by the elected representatives of the City. The City currently has a total annual operating budget in excess of twenty-eight million dollars (\$28,000,000.00).

The City's Facility Maintenance Division successfully maintains and operates sixty-six structures in the City, including the Pittsburg County Genealogical and Historical Society Building. The Pittsburg County Genealogical and Historical Society Building was built in 1903 and was placed on the National Register of Historical Places in December 1979. This four-story brick building was donated to the City of McAlester, Oklahoma in March 1987, and is located less than two blocks away from the Carl Albert Federal Building. During the City's stewardship, this Genealogical Building has received a new roof system, updated wiring, lighting, central heat and air, and complete restoration of existing windows and restroom facilities.

The Facility Maintenance Division has access to fourteen (14) full time employees, and, if needed, can also draw on any of the over two hundred (200) full time employees of the City. The City of McAlester has the financial means, personnel, and experience required to preserve and maintain this historic structure, for the continued benefit of the people in this area.

## 8. PRESERVATION PLAN

No modifications to the building or landscape are planned at this time. Any future modifications will be submitted to the NPS for review and approval prior to completing any such work. Pictures detailing the current condition of the building are included on the following pages.



Feature A: South Elevation

8a. Approximate date of construction: 1914

8b. Approximate date of alterations: Unknown

8c. Description and condition:

The front of the building is divided into two narrow bays flanking a large, central bay. The central bay includes a two-story loggia on the second and third floors over an arcaded porch on the first floor. The loggia features Composite Corinthian columns connected by wrought iron railing and a paneled stucco ceiling. The north wall of the loggia features five French doors topped by eight-pane casement windows capped with a two-pane transoms and set in molded twisted rope limestone surrounds. The doors are separated by Corinthian pilasters, and above each door is a marble roundel with a molded denticulated outer ring ornamented by a series of glyphs. The east and west walls of the loggia feature recessed panels with twisted rope ornament and additional marble roundels. The first floor porch features a groin-vaulted stucco ceiling and five arches with brick voussoirs and large, ornamented limestone keystones, and Doric pilasters. A cast iron light hangs in the center entry arch. The remaining arches are connected by wrought iron railing. The porch has a concrete floor and a groin-vaulted stucco ceiling. The windows in the porch have brick surrounds with paneled spandrels. Two cast iron light standards flank the entry steps.

The first story sits above-grade on a limestone veneer foundation. Limestone belt courses separate the first, second, and third stories. The top of the building features a limestone cornice with dentils, a limestone parapet, and a flat roof.

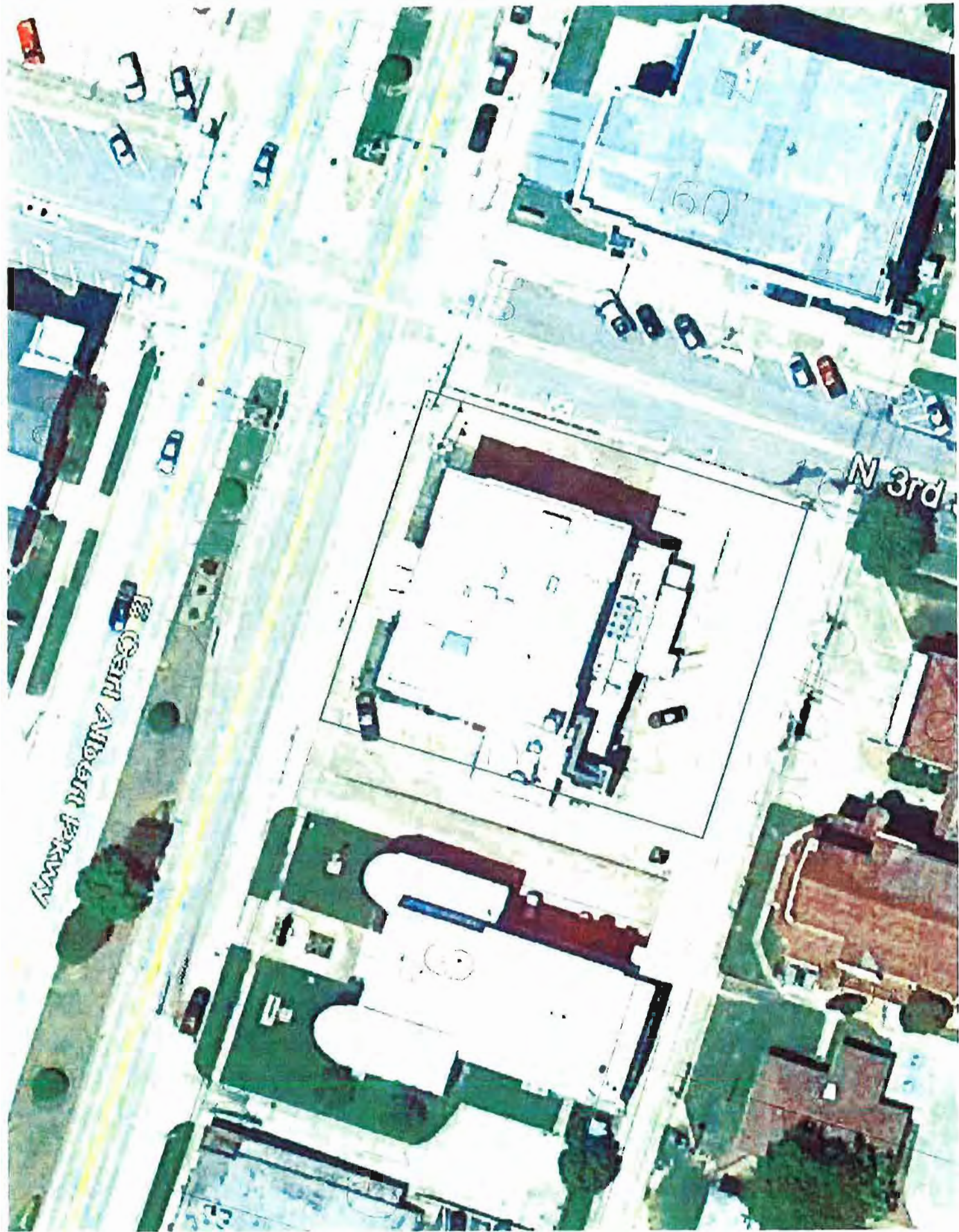
Fenestration is symmetrical. All windows and doors are nonhistoric aluminum. First floor windows are arched with large, brick voussoirs, limestone ornamented keystones, wood frames, bracketed stone sills, and paneled spandrels below. Second floor windows have unbroken, flat arch limestone lintels, and third floor windows have flat brick headers with limestone keystones.

8d. Proposed work and impact on the feature: N/A

8e. Photo number(s): 1

8f. Drawing number(s): N/A





N 3rd

1200 N 3rd Avenue

Council Chambers  
Municipal Building  
May 24, 2016

The McAlester Airport Authority met in Regular session on Tuesday May 24, 2016, at 6:00 P.M. after proper notice and agenda was posted May 20, 2016.

Present: Weldon Smith, Jason Barnett, Travis Read, Buddy Garvin & John Browne  
Absent: Robert Karr  
Presiding: John Browne, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the May 10, 2016, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 17, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$2,054.26.

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

AYE: Trustees Smith, Read, Garvin, Barnett & Chairman Browne  
NAY: None

Chairman Harrison declared the motion carried.

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

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

AYE: Trustees Smith, Barnett, Garvin, Read & Chairman Browne  
NAY: None

Chairman John Browne declared the motion carried.

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John Browne, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
May 24, 2016

The McAlester Public Works Authority met in Regular session on Tuesday May 24, 2016, at 6:00 P.M. after proper notice and agenda was posted May 20, 2016.

Present: Weldon Smith, Jason Barnett, Travis Read, Buddy Garvin & John Browne  
Absent: Robert Karr  
Presiding: John Browne, Chairman

A motion was made by Mr. Read and seconded by Mr. Smith to approve the following:

- Approval of the Minutes from the May 10, 2016, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 17, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 202,040.14.
- Confirm action taken on City Council Agenda Item D, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-07, in the amount of \$7,030.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item E, authorization of payment to McAlester News Capital for Invoice # 300007670, in the amount of \$65.69, for Publication Fees related to Washington Avenue Pavement Reconstruction. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, 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). *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 1, acceptance of Change Order #1 in the amount of \$578.00 from Sunrise Contracting, LLC to repair an extra One (1'-0") foot of the Sandy Creek canal wall, and authorizing the Mayor to sign the Change Order to Sunrise Contracting, LLC for the full amount. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, authorization for the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with Sunrise Construction, LLC for construction of Fifty One (51'-0") feet of Sandy Creek Canal Wall and accept the project as completed. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 3, authorization for the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with Rocking "O" Construction, LLC for construction of One Hundred Fifty Seven (157'-0") feet of Sandy Creek Canal Wall and accept the project as completed. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, a series of agenda items (see attached) for the FY-16 Community Development Block Grant - Economic Development Infrastructure Financing Program (CDBG-EDIF) regarding the proposed CDBG-EDIF-Krebs Brewing Co., Inc. Industrial Building/Property Project. *(Leroy Alsup, Community & Economic Development Director)*

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

AYE: Trustees Smith, Barnett, Garvin, Read & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

There being no further business to come before the Authority. Mr. Read 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 Smith, Barnett, Garvin, Read & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

\_\_\_\_\_  
John Browne, Chairman

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