



McAlester City Council

NOTICE OF MEETING

Revised Regular Meeting Agenda

Tuesday, July 12, 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 within the required time frame.

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the June 14, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 22, 2016 through July 5, 2016. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorizing the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester. *(Peter Stasiak, City Manager)*
- D. Concur with the Mayor's appointment of Ms. Rachel Gronwald to serve on the Community Tree Board for a term ending September, 2017. *(John Browne, Mayor)*
- E. Consider and act upon, to ratify the attached Memorandum of Understanding with Severn Trent to fill the UTM Manager position. *(Peter Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

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.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2568 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2016-17; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

- 1. 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.

2. Consider and act upon, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; 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 act upon, approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the purchase of 6 new SCBA Mask. The cost of the masks not to exceed \$5000.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

4. Consider and act upon, accepting the bid amount of \$167,610.00 from H&G Paving Contractors for the Phase 1 Street Improvements to Village Boulevard, and authorizing the Mayor to sign the Notice of Award to H&G Paving Contractors to perform the work. *(Peter Stasiak, City Manager)*

Executive Summary

The recommendation is to enter into an agreement with H&G Paving Contractors for the Total Bid equal to \$167,610.00 for the Phase 1 improvements to Village Boulevard.

5. Consider and act upon, authorization of the Mayor to hire Infrastructure Solutions Group, LLC for the Engineering to replace the High Service Motor Control Center (MCC Controls) at the Water Treatment Plant and to sign the Work Order for Professional Service in the amount of \$32,500.00. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends authorizing the Mayor to sign the attached agreement with Infrastructure Solutions Group, LLC in the amount of \$32,500.00, Option 2 of the attached schedule.

6. Consider and act upon, authorizing the Mayor to sign a Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years. *(Toni Ervin, Chief Financial Officer, Peter Stasiak, City Manager)*

Executive Summary

Staff recommends authorizing the Mayor to sign a Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years.

7. Discussion and possible action to approve authorization for Mayor Browne and Councilman Garvin to meet with State Representatives Renegar, Condit and Department

of Corrections to formally discuss the return of the electric chair of McAlester. *(John Browne, Mayor)*

Executive Summary

Motion to approve the authorization of Mayor Browne and Councilman Garvin to meet with State Representatives Renegar, Condit and Department of Corrections to formally discuss the return of the electric chair to McAlester.

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

1. Consider and act upon, approval of the Taking Shape in Pittsburg County organization to hold their next event, July 16, 2016, at the Stipe Center Pool with the provision that all participants are to sign the attached Waiver & Release Form. *(Peter Stasiak, City Manager)*

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 28, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 5, 2016. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 28, 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 July 5, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, authorizing the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item E, ratification of the attached Memorandum of Understanding with Severn Trent to fill the UTM Manager position. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 1, 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)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, acceptance of the bid amount of \$167,610.00 from H&G Paving Contractors for the Phase 1 Street Improvements to Village Boulevard, and authorizing the Mayor to sign the Notice of Award to H&G Paving Contractors to perform the work. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 5, authorization of the Mayor to hire Infrastructure Solutions Group, LLC for the Engineering to replace the High Service Motor Control Center (MCC Controls) at the Water Treatment Plant and to sign the Work Order for Professional Service in the amount of \$32,500.00. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years. *(Toni Ervin, Chief Financial Officer, Peter Stasiak, City Manager)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

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.

Cora M. Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2016

Item Number: _____

Department: _____

Prepared By: Peter Stasiak, City Manager

Account Code: _____

Date Prepared: July 8, 2016

Budgeted Amount: _____

Exhibits: 1

Subject

Consider and act upon, approval of the Taking Shape in Pittsburg County organization to hold their next event, July 16, 2016, at the Stipe Center Pool with the provision that all participants are to sign the attached Waiver & Release Form.

Recommendation

Discussion

Approved By

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

TAKING SHAPE IN PITTSBURG COUNTY

Waiver & Release Form

In consideration of participating in the **Taking Shape in Pittsburg County**, I represent that I understand the nature of the Taking Shape in Pittsburg County event and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate in such an Activity. I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity.

I fully understand that the **Taking Shape in Pittsburg County** event involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I and /or my minor child incur as a result of my and/or my minor child's participation in the Activity. Diving or flipping into the pool/body of water is prohibited.

I hereby, and for my minor child, heirs, executors and administrators, waive, discharge, and covenant not to sue the **Taking Shape in Pittsburg County and the City of McAlester**, its respective administrations, directors, agents, officers, volunteers, employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein), from all liability, claims, demands, losses, or damages on my account and/or that of my minor child caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my/and or my minor child's behalf, makes a claim against any of the "Releasees," I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

Nothing in this waiver and release form 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 AND RELEASE FORM WILLINGLY AND VOLUNTARILY, AND UNDERSTANDS THAT BY THIS SIGNATURE THE UNDERSIGNED ASSUMES RISKS AND WAIVES SUBSTANTIAL RIGHTS, AGREEING NOT TO SUE THE TAKING SHAPE IN PITTSBURG COUNTY AND THE CITY OF MCALESTER AND TO RELEASE AND HOLD THE TAKING SHAPE IN PITTSBURG COUNTY AND THE CITY OF MCALESTER HARMLESS FROM LIABILITY.

Date

Printed name of participant

Signature of Participant or Legal Guardian (if participant is under age 18)

The McAlester City Council met in a Regular session on Tuesday, June 14, 2016, at 6:00 P.M. after proper notice and agenda was posted, June 13, 2016 at 12:26 P.M.

Call to Order

Mayor Browne called the meeting to order.

Councilman Robert Karr gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

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

Citizens Comments on Non-Agenda Items

There were no citizen comments.

Consent Agenda

- 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)* In the following amounts: General Fund - \$121,589.93; Nutrition - \$1,117.92; Landfill Res./Sub-Title D - \$3,654.00; Tourism Fund - \$29,296.98; SE Expo Center - \$9,458.17; E-911 - \$7,119.73; Economic Development - \$27,265.09; Grants & Contributions - \$1,278.62; Fleet Maintenance - \$19,586.65 and CIP Fund - \$60,027.42.
- 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, 14th 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 Alsup, Community & Economic Development)*
- S. Concur with Oklahoma Municipal Assurance Group on the denial of Claim No. 201994-ME. *(Cora Middleton, City Clerk)*

Councilman Read requested that items "I, L and P" be removed for individual consideration.

Manager Stasiak requested that item "B" be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Read to approve Consent Agenda items "A, C through H, J, K, and M through O and Q through S". There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

Items Removed from Consent Agenda

- B. Approval of Claims for May 18, 2016 through June 7, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$121,589.93; Nutrition - \$1,117.92; Landfill Res./Sub-Title D - \$3,654.00; Tourism Fund - \$29,296.98; SE Expo Center - \$9,458.17; E-911 - \$7,119.73; Economic Development - \$27,265.09; Grants & Contributions - \$1,278.62; Fleet Maintenance - \$19,586.65 and CIP Fund - \$60,027.42.

Manager Stasiak explained that on page sixteen (16) a payment to Dunn Ford that needed to be removed until after item two (2) is considered.

Attorney Ervin stated that the Council could come back to item two (2) and vote on it in its' entirety.

- 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)*

Councilman Read commented that there was no information in the packet regarding the agreement.

After discussion among the Council, and Brenda Baxter, Chairperson Old Town Association regarding the information on the previous festival expenses and revenue and this years' projected revenue and expenses, the number of days the festival would be held, including the requested information in the agenda packet in the coming years in more detail and the number of attendees at last years' festival, Councilman Read moved to authorize the Mayor to sign an agreement between Old Town and the City of McAlester for funding in the amount of \$12,800.00. The motion was seconded by Vice-Mayor Karr. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

- 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)*

Carl Gullick, Chairman McAlester Main Street and Lacey Sudderth, Director McAlester Main Street addressed the Council concerning the fiscal year 2016/2017 agreement.

There was discussion among the Council, Mr. Gullick, Ms. Sudderth and Manager Stasiak regarding the Master Street Scape for the Down Town area, who had furnished information concerning the necessary infrastructure improvements, projected cost of those improvements, how funding would or could be acquired, the number of members and having all of the Main Street businesses as members.

There was no further discussion, Councilman Read moved to authorize the Mayor to sign a contract between the City of McAlester and McAlester Main Street for funding in the amount of \$30,000. The motion was seconded by Vice-Mayor Karr and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

- 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*)

Councilman Read inquired about who would determine who could lease the firing range.

Chief Wansick informed the Council that this would be more for concealed carry classes and other similar events.

There was a brief discussion among the Council including Chief Wansick and Attorney Ervin concerning the fees that would be charged, how the facility would be maintained during events and having this leasing agreement similar to the agreements that were used when areas of the Expo were leased. After the discussion, Councilman Read moved to table the item until lease and related documents were complete. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

A motion was made by Councilman Read and seconded by Vice-Mayor Karr to open a Public Hearing addressing two (2) Ordinances, the final performance report for the FY-14 CDBG Grant and the FY-16 CDBG Grant proposed waterline project. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:27 P.M.

Public Hearing

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.

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

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

NAY: None

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

Scheduled Business

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.

CFO Ervin addressed the Council explaining that there was no new information for the fiscal year 2016-2017 budget and it was ready for approval.

ORDINANCE NO. 2568

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

There was no discussion, Councilman Smith moved to approve **ORDINANCE NO. 2568**. The motion was seconded by Councilman Read, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

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

NAY: None

Mayor Browne declared the motion carried.

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.

CFO Ervin addressed the Council explaining that this amendment was to appropriate funds for a new Tourism vehicle.

ORDINANCE NO. 2569

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.

A motion was made by Councilman Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2569**. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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

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

Mayor Browne declared the motion carried.

B. Approval of Claims for May 18, 2016 through June 7, 2016. (*Toni Ervin, Chief Financial Officer*) In the following amounts: General Fund - \$121,589.93; Nutrition - \$1,117.92; Landfill Res./Sub-Title D - \$3,654.00; Tourism Fund - \$29,296.98; SE Expo Center - \$9,458.17; E-911 - \$7,119.73; Economic Development - \$27,265.09; Grants & Contributions - \$1,278.62; Fleet Maintenance - \$19,586.65 and CIP Fund - \$60,027.42.

A motion was made by Councilman Read and seconded by Councilman Smith to approve claims for May 18, 2016 through June 7, 2016. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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.

Millie Vance addressed the Council explaining that the project is completed and all funds have been depleted. She added that the Department of Commerce had been to monitor the project and the project engineer had issued the certificate of completion.

Councilman Read inquired about the blank spaces on the Final Wage Compliance Report. Ms. Vance explained that if the first question was answered no then there none of the other questions needed to be answered.

A motion was made by Councilman Smith and seconded by Councilman Read to accept the 2014 CDBG Waterline Replacement Project as complete and authorize the Mayor to sign the closeout documents. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

Dale Burke, President Infrastructure Solutions Group, LLC addressed the Council explaining that bids for this project had been opened on May 24, 2016 at 10:00 A.M. and of the six (6) contractors that attended the pre-bid conference only four (4) submitted bids. He informed the Council that Cook's Consulting, LLC had been the low bidder and his firm recommended that the City award the contract to Cook's Consulting, LLC.

Manager Stasiak commented that the bids had come in well under the engineer's estimate.

Mr. Burke stated that the bid had come in below the estimate and the City would need to go out and rebid an additional project for the leftover funds.

A motion was made by Councilman Smith and seconded by Councilman Read to accept the bid for the 2015 CDBG Waterline Replacement Project in the amount of \$111,700.00 from Cook's Consulting, LLC and authorize the Mayor to sign the Award of Contract.

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

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

NAY: None

Mayor Browne declared the motion carried.

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.

Millie Vance addressed the Council explaining that this was the action to apply for the 2016 CDBG Grant program.

Councilman Smith moved to adopt the resolution applying for the FY-2016 CDBG Grant. The motion was seconded by Councilman Read, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

Millie Vance addressed the Council explaining that this was a grant that would be funded with a dollar for dollar match from the City.

A motion was made by Councilman Smith and seconded by Councilman Read to adopt RESOLUTION NO. 16-10, to leverage (match) funds for FY-2016 CDBG Water Line Replacement Project. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

Millie Vance addressed the Council explaining that no citizens would be displaced by this project and it was necessary to adopt one of these plans with each project and have it on file.

There was no further discussion, Councilman Smith moved to adopt the Residential Anti-Displacement Plan for FY-2016 CDBG Water Line Replacement Project. The motion was seconded by Councilman Read and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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.

Millie Vance addressed the Council explaining that this contract was the same as in the past. She would do the application and administer the grant for a fee of eight percent (8%) of grant funds and if the grant was not awarded there would be no fee.

There was no further discussion, a motion was made by Councilman Read. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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 Alsup, 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.

Director Alsup addressed the Council updating them on the status of the ten (10) structures that had been declared dilapidated on April 12, 2016. He informed them that of the ten (10) structures three (3) had been demolished by the owners, one (1) owner had obtained a remodel permit and the remaining six (6) had been bid for demolition on June 6, 2016. He further explained that there were three (3) contractors that would be performing the demolitions.

There was no further discussion, and Councilman Read moved to award 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. Councilman Smith seconded by motion and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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.

Dale Burke, President Infrastructure Solutions Group, LLC addressed the Council explaining that there had been two (2) bids received on June 2, 2016 and that Katcon, Inc. had been the apparent low bidder. He added that both of the bids had been below the engineer's estimate.

After a brief discussion about having funds left in the CIP and the possibility of doing more work somewhere else in the City, Councilman Smith moved to accept the bid amount of \$449,984.00 from Katcon, Inc. for the Washington Ave. Street Reconstruction Project and authorize the Mayor to sign the Notice of Award to Katcon, Inc. The motion was seconded by Councilman Read and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

CFO Ervin addressed the Council explaining the process that the City had put in place to get rid of surplus property. She explained that vehicles would be sold online, the surplus property would be auctioned at the Armory and the confiscated items would be auctioned at the Expo Center.

Mayor Browne asked the City Attorney if there was any liability to the City concerning the sale of the confiscated guns.

Attorney Ervin stated that there was no liability on the City. CFO Ervin added that she had discussed the sale of the gun with the Chief Wansick and had been informed that background checks would be performed on all of the gun sales. She then commented that this had been a team effort.

After a brief discussion regarding the sale of the vehicles, Councilman Smith moved to declare 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. The motion was seconded by Councilman Read, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

Police Chief Wansick addressed the Council asking for an exception to the auction. He explained that the Police Department had 137 bicycles and they would like to donate them to the Boys and Girls Club. He added that the Boys and Girls Club would make any needed repairs and then give them to McAlester children. He also commented that a group was interested in donating helmets and the Department could hold a bicycle safety course the day of the giveaway.

After a brief discussion concerning the City having any expense connected to the bicycles, this being an acceptable way for the City to dispose of the bicycles, if the Boys and Girls Club had agreed to this plan and if any other groups had been considered to receive some of the bicycle donations, Councilman Smith moved to declare 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. The motion was seconded by Councilman Read and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

CFO Ervin addressed the Council explaining that this was the contract for the Auctioneer the City planned to use for the Surplus Auction. She added that he had agreed to a twenty percent (20%) fee and do all of the advertising.

There was no other discussion, Councilman Smith moved to authorize the Mayor to sign a contract with Chillie Joe Bills, Auctioneer, for the sale of surplus items. The motion was seconded by Councilman Read and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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.

Dale Burke, President Infrastructure Solutions Group, LLC addressed the Council explaining that all of the bids received had exceeded the engineer's estimate and after discussion with the City's staff, it is recommended that all bids be rejected and the project be rebid.

There was no discussion, and Councilman Smith moved to reject all bids received for the 500 N. Main Drainage Improvements. The motion was seconded by Councilman Read and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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.

Manager Stasiak addressed the Council explaining that for the last two (2) years the City had been investigating if there was interest in the Federal Building at the corner of Third Street and Carl Albert Parkway. He commented that the idea of moving the Police Department to the building had been considered, and moving Administration to the building. He added that one concern was the lack of parking. When the building was put out by the National Parks Service, only the City of McAlester was interested. Subsequent to that the Choctaw Nation had contacted the City indicating their interest in moving their Judicial Services to the building. He added that this could be a true economic development opportunity for the City of McAlester. He stated that if the City were to obtain the building they could lease it to the Choctaw Nation.

After a brief discussion concerning the building and the benefit the building could provide for the City, Councilman Smith moved to approve the Application for Obtaining Real Property for Historic Monument Purposes for the acquisition of the Carl F. Albert Federal Building & U.S. Courthouse. The motion was seconded by Councilman Read, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

New Business

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that the street crew on Strong were moving right along, the Water Treatment Plant Filter #5 project's estimated completion date was before July 15, the MCC Controls proposal would be on the next meeting agenda, if the weather continued to remain dry the material would be taken to the landfill, Thursday at 4:30 P.M. would be the first Stormwater System Advisory Committee meeting, and the City had two (2) crews that were working four ten hour days, this was a trial basis through October.

Councilman Smith asked about how the City was dealing with the trees in the canals.

Manager Stasiak commented that the crew was chipping on site.

Remarks and Inquiries by City Council

Councilman Read commented on the dumpster outside the Farmer's Market and how it was always overflowing.

Manager Stasiak stated that the dumpster would be removed.

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

Mayor's Comments and Committee Appointments

Mayor Browne commented that he had toured the Ammunition Plant and stated that it was a remarkable entity. He then commended Habitat for Humanity for their fundraiser.

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, Karr, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:10 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:11 P.M.

A motion was made by Councilman Read and seconded by Councilman Smith 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 Clerk, Cora Middleton and City Manager, Peter Stasiak. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried and the Regular Meeting was recessed at 7:12 P.M.

Executive Session

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

The Regular Meeting was reconvened at 8:30 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.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Clerk, Cora Middleton and City Manager, Peter Stasiak. Only those matters were discussed, no action was taken, and the Council returned to open session at 8:30 P.M., and this constituted the Minutes of the Executive Session

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

A motion was made by Councilman Read and seconded by Vice-Mayor Karr to accept the evaluation as discussed and the associated step increase. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Karr, Barnett, Smith & 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 until the next meeting for additional changes to the proposed contract. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:32 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**June 22, 2016
Thru
July 5, 2016**

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	RODNEY LEAMY	I-201606298745	01 -5431331	EMPLOYEE TRAV TRAVEL REIMB-OSFA ANNUAL CONF	079116	277.35
01-A00016	AARON BOATRIGHT					
		I-201606298744	01 -5431331	EMPLOYEE TRAV TRAVEL REIMB-OSFA ANNUAL CONF	079117	321.23
01-A00026	AT & T LONG DISTANCE					
		I-201606228724	01 -5215315	TELEPHONE UTI UTIL-TEL-LONG DISTANCE	079051	57.46
01-A00049	AMERICAN CEMETERY SERVI					
		I-05330	01 -5547203	REPAIRS & MAI TENT TOP FOR CEMETER	079118	1,146.22
01-A00155	ACTION SAFETY SUPPLY CO					
		I-000201904	01 -5865203	REPAIR & MAIN TRAFFIC STRIPING-SW776	079119	37,583.90
01-A00267	AIRGAS, INC					
		I-9051897371	01 -5432202	OPERATING SUP SUPPLIES & OXYGEN-EMS	079121	341.70
		I-9052551673	01 -5432202	OPERATING SUP SUPPLIES & OXYGEN-EMS	079121	37.59
01-A00362	VYVE BROADBAND					
		I-201606228726	01 -5431328	INTERNET SERV UTIL-INT.SVS-FIRE STATION #2	079052	62.95
		I-201606228726	01 -5431328	INTERNET SERV UTIL-INT.SVS-NORTHSIDE FIRE ST	079052	62.95
		I-201606228726	01 -5547328	INTERNET SERV UTIL-INT.SVS-OAK HILL CEMETERY	079052	61.65
		I-201606298749	01 -5865328	INTERNET SERV UTIL-INTERNET SVS-CNTRL GARAGE	079097	83.90
		I-201606298749	01 -5431328	INTERNET SERV UTIL-INT.SVS-FIRE EMER RESP	079097	62.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-MAY 2016	01 -2105	COLLECTION AG COURT COLLECTION FEE-5/2016	079123	7,972.23
01-A00751	ATWOODS					
		I-3194/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079126	34.99
		I-3228/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079126	11.98
		I-3232/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079126	120.09
		I-3238/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079126	155.64
		I-3249/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	079126	11.10
01-B00180	UNION IRON WORKS, INC.					
		I-S1927842.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079129	6.46
		I-S1928042.001	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079129	13.79
		I-S1928790.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079129	58.86
		I-S1931859.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079129	34.10
		I-S1934053.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079129	78.54
01-B00243	BIG V FEED, INC					
		I-48903	01 -5322202	OPERATING SUP DOG FOOD FOR POUND	079130	94.80
01-B00263	BILL HOLT					
		I-201607058763	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	079131	150.00

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00503	BROKEN ARROW ELECTRIC S					
	I-S2054334.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079134	4.43
	I-S2060114.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079134	37.44
	I-S2060271.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079134	230.48
01-C00245	CATHEY & ASSOCIATES, L.					
	I-40282	01 -5548203	REPAIRS & MAI	GARAGE DOOR REPAIR-SOUTH	079136	139.00
01-C00314	CENTER FOR EDUCATION &					
	I-07053504	01 -5431330	DUES & SUBSCR	SUBSCRIPTION FEE	079137	124.95
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201606298747	01 -5215314	GAS UTILITY	UTIL-GAS-315 EAST KREBS	079099	23.78
	I-201606298747	01 -5215314	GAS UTILITY	UTIL-GAS-FIRE EMER RESP COMPLE	079099	85.09
01-C00443	CHRIS HEAROD					
	I-201607058765	01 -5544308	CONTRACT LABO	UMPIRE FEES-3 GAMES	079138	75.00
01-C00472	CIVIC PLUS					
	I-159671	01 -5225349	SOFTWARE MAIN	YRLY CONTRACT FEES-CS	079139	6,039.77
01-C00541	CNA SURETY-DIRECT BILL					
	I-70152678	01 -5215322	LIABILITY INS	EMPLOYEE BOND RENEWALS	079141	100.00
01-C00646	COMPTON ELECTRIC COMPAN					
	I-1736	01 -5544203	REPAIRS & MAI	BALLFIELD LIGHTS REPAIRS	079142	868.69
01-C00840	CRAWFORD & ASSOCIATES P					
	I-9877	01 -5215302	CONSULTANTS	CONSULTANT FEES	079143	5,970.00
01-C00900	CYNTHIE CUMBIE dba CUST					
	I-1423	01 -5215207	CLOTHING ALLO	CLOTHING-SHIRTS	079144	117.00
	I-487185	01 -5543202	OPERATING SUP	LIFEGUARD SUPPLIES	079144	454.00
01-D00097	DASH MEDICAL GLOVES, IN					
	I-1000813	01 -5432202	OPERATING SUP	EMS SUPPLIES	079145	307.60
01-D00540	DOLESE BROTHERS					
	I-RM16036882	01 -5865218	STREET REPAIR	CONCRETE FOR ST REPAIRS	079153	2,058.00
01-D00731	DUDE SOLUTIONS INC. DBA					
	I-R-106578	01 -5225349	SOFTWARE MAIN	SOFTWARE RENEWAL	079154	2,018.10
01-E00227	ENGRAVING & AWARDS OF N					
	I-348972	01 -5431329	PROMOTIONAL	RETIREMENT AWARD	079156	1,233.00
01-E00237	ENNIS PAINT					
	I-308231	01 -5865203	REPAIR & MAIN	STRIPING PAINT FOR T/C	079157	1,470.00

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-6-23-2016	01	-5214302	CONSULTANTS LEGAL FEES	079058	1,800.00
	I-JULY 2016	01	-5214302	CONSULTANTS CONTRACT LEGAL SVS-JULY 2016	079106	3,233.33
	I-JUNE 2016-PARALEGA	01	-5214302	CONSULTANTS LEGAL FEES-PARALEGAL SVS	079106	2,385.25
01-E00279	EST, INC.					
	I-37258	01	-5865404	STREET REPAIR TESTING FEES-STREET PRJCT	079159	316.00
	I-37259	01	-5865404	STREET REPAIR TESTING FEES-STREET PRJCT	079159	316.00
	I-37260	01	-5865404	STREET REPAIR TESTING FEES-STREET PRJCT	079159	451.00
	I-37261	01	-5865404	STREET REPAIR TESTING FEES-STREET PRJCT	079159	316.00
	I-37262	01	-5865404	STREET REPAIR TESTING FEES-STREET PRJCT	079159	20.00
	I-37266	01	-5865404	STREET REPAIR TESTING FEES-STREET PRJCT	079159	155.00
01-F00020	FAITH MARKETING SOLUTIO					
	I-OD14008505	01	-5321332	COMMUNITY SER RFID BLOCKER SLEEVES	079162	353.00
	I-OD14008526	01	-5321332	COMMUNITY SER PROMOTIONAL SUPPLIES	079162	280.26
	I-OD14008545	01	-5321332	COMMUNITY SER PROMOTIONAL SUPPLIES	079162	231.24
	I-OD14008546	01	-5321332	COMMUNITY SER PROMOTIONAL SUPPLIES	079162	195.00
01-F00037	FASTENAL					
	I-OKMCA147727	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079163	10.71
	I-OKMCA147748	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079163	13.10
01-G00375	GRAINGER, INC.					
	I-9151517704	01	-5548202	OPERATING SUP MISC SUPPLIES	079168	338.19
01-G00490	GRISSOM IMPLEMENT INC					
	I-560779	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079169	113.98
	I-561103	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079169	120.28
	I-565363	01	-5547203	REPAIRS & MAI MISC SUPPLIES	079169	273.55
	I-565909	01	-5542339	VEHICLE/EQUIP MISC REPAIR PARTS	079169	539.97
01-H00020	H L'S PAWN SHOP					
	I-269280	01	-5320121	GRANT- DOJ MA EQUIP FOR NARCS	079171	549.90
01-H00021	H L'S SPORTS SHOP					
	I-3966-6	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	079172	195.00
	I-3966-6 ADD	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	079273	100.00
01-H00052	HARDSCAPE MATERIALS, IN					
	I-122219	01	-5542203	REPAIRS & MAI FOUNTAIN PUMP-CEMETERY	079173	1,414.79
01-H00223	CLEVELAND PETROLEUM PRO					
	I-096968	01	-5542212	FUEL EXPENSE DIESEL FOR PARKS	079175	1,291.75
01-I00049	IDEAL CLEANING					
	I-201606298743	01	-5548308	CONTRACTED SE MONTHLY CLEANING SVS-JUNE 2016	079176	1,515.00
01-I00061	RICOH USA, INC.					

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00061	RICOH USA, INC.		continued			
		I-5042953898	01 -5321308	CONTRACTED SE COPIER MAINT FEES	079177	72.50
01-I00110	IMPRESS OFFICE SUPPLY					
		I-217	01 -5431202	OPERATING SUP INCIDENT COMMAND TAGS	079178	144.00
		I-238	01 -5213317	ADVERTISING & COURT MINUTE ORDER	079178	426.42
01-I00120	TYLER TECHNOLOGIES					
		I-025-156109	01 -5225349	SOFTWARE MAIN ANNUAL SUPPORT FEES	079179	39,381.49
		I-025-160030	01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	079179	200.00
		I-025-160030	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	079179	220.50
01-I00224	INTERNATIONAL CODE COUN					
		I-1000702650	01 -5652202	OPERATING SUP CODES ADMIN-2002 EDITION	079181	40.00
01-K00066	KATCON INC.					
		I-PAY APP #4	01 -5865404	STREET REPAIR STREET REPAIRS PRJCT #2	079184	12,648.34
01-K00102	KEDDO					
		I-1600103	01 -5210330	DUES & SUBSCR ANNUAL MEMBERSHIP FEE	079185	1,084.19
01-K00290	KUSTOM SIGNALS, INC.					
		I-529364	01 -5321202	OPERATING SUP RADAR REMOTES	079188	386.00
01-L00067	COMPLIANCE RESOURCE GRO					
		I-046133	01 -5653348	DRUG TESTING/ DRUG TESTING FEES	079190	100.00
		I-046134	01 -5653348	DRUG TESTING/ DRUG TESTING FEES	079190	52.00
		I-046180	01 -5653348	DRUG TESTING/ DRUG TESTING FEES	079190	50.00
01-L00380	LOCKE SUPPLY CO.					
		I-28625430-001	01 -5542203	REPAIRS & MAI PART.BATHROOMS-HUTCHISON	079192	1,077.65
		I-28756968-00	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079192	18.82
01-L00423	LOUIS G VIETTA					
		I-201607058764	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	079193	75.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01573	01 -5543202	OPERATING SUP OPERATING SUPPLIES	079194	44.59
		I-01585	01 -5543202	OPERATING SUP OPERATING SUPPLIES	079194	6.25
		I-01878	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINTENANCE	079194	26.05
		I-02038	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT	079194	36.34
		I-02226	01 -5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	079194	21.28
		I-02394	01 -5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	079194	33.21
		I-02451	01 -5320202	OPERATING EXP AUCTION SUPPLIES	079194	91.08
		I-02479	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINTENANCE	079194	23.04
		I-02978	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079194	31.29
		I-06770	01 -5431202	OPERATING SUP MISC REPAIR & MAINT ITEMS	079195	62.60
		I-14007	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079195	30.50
		I-14888	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079195	64.56

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES		continued			
	I-901572	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINTENANCE	079195	99.21
	I-901973A	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINTENANCE	079195	122.58
	I-902048A	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT	079195	125.26
	I-902048A	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINTENANCE	079195	125.26
	I-902180	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	079195	5.72
	I-905387	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT	079195	255.50
	I-907428	01	-5543202	OPERATING SUP OPERATING SUPPLIES	079195	23.65
	I-907620	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINTENANCE	079195	15.56
01-L00433	LOVE ENVELOPES INC.					
	I-0064066	01	-5101202	OPERATING SUP ENVELOPES-ALL DEPARTMENTS	079198	326.74
01-M00280	MEGAPATH CLOUD COMPANY,					
	I-7792871	01	-5215315	TELEPHONE UTI UTIL-TEL-LONG DISTANCE	079054	415.83
01-M00395	MIDWEST TROPHY					
	I-5840238	01	-5542203	REPAIRS & MAI RETIREMENT EXPENSE	079201	290.65
01-M00487	MILLER OFFICE EQUIPMENT					
	I-mca382689	01	-5215312	EQUIPMENT REN MONTHLY COPIER SERVICES	079203	448.02
01-M00590	MOSS WRECKER SERVICE					
	I-1414-601 E SEMINOL	01	-5652319	DEMOLITION DEMOLITION CONTRACT	079204	4,900.00
01-MC0098	MCAFEE & TAFT					
	I-486803	01	-5214302	CONSULTANTS LEGAL FEES	079205	96.00
	I-486804	01	-5210302	CONSULTANTS/L LEGAL FEES	079205	2,400.00
	I-486805	01	-5210302	CONSULTANTS/L LEGAL FEES	079205	96.00
01-MC0140	MCALISTER PAINT & SUPPL					
	I-00115409	01	-5543206	CHEMICALS CHEMICALS FOR POOLS	079207	4,924.90
01-MC0146	PITTSBURG COUNTY EMERGE					
	I-JULY 2016	01	-5101353	PITTSBURG EME EMER MGMT FEES-JULY 2016	079208	4,166.67
01-N00181	NAT'L OCCUPATIONAL HEAL					
	I-1020265	01	-5431305	PHYSICALS HAZMAT PHYSICALS	079210	8,500.00
01-N00250	MCALISTER NEWS CAPITAL					
	I-0148	01	-5431330	DUES & SUBSCR SUBSCRIPTION FEES-FI	079211	167.88
	I-032896	01	-5431330	DUES & SUBSCR SUBSCRIPTION FEES-FI	079211	167.88
	I-0668	01	-5431330	DUES & SUBSCR SUBSCRIPTION FEES-FI	079211	167.88
	I-300008657	01	-5212317	ADVERTISING & PUBLICATION FEES-COUNCIL	079211	15.85
	I-300008662	01	-5212317	ADVERTISING & PUBLICATION FEES-COUNCIL	079211	12.70
	I-JUNE 2016	01	-5653317	ADVERTISING & JOB POSTING ADS	079211	75.28
01-O00039	OCCUPATIONAL MEDICINE					
	I-119	01	-5653348	DRUG TESTING/ PYHSICAL AGILITY TESTING	079214	196.00

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000121	OK FIRE, LLC					
	I-903	01 -5432204	SMALL TOOLS	FIRE HYDRANT TOOLS	079217	625.00
01-000520	OIL-OK INDEPENDENT LIVI					
	I-062016-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	079220	2,000.00	
01-000530	OML-OK MUNICIPAL LEAGUE					
	I-028891	01 -5101330	DUES & SUBSCR OML ANNUAL SERVICE FEES	079221	20,213.73	
	I-1600108	01 -5214330	DUES & SUBSCR YRLY DUES-JUDGE HACKLER	079221	50.00	
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-1ST QTR LIABILITY	01 -5215322	LIABILITY INS LIABILITY INS-GF	079222	28,672.74	
	I-1ST QTR PROPERTY	01 -5215322	LIABILITY INS PROPERTY INS-GF	079222	12,249.00	
01-P00210	PEPSI COLA					
	I-#2	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079224	120.00	
01-P00451	PURCHASE POWER / PITNEY					
	I-JUNE2016	01 -5215317	POSTAGE POSTAGE FOR POSTAGE	079226	1,750.00	
01-P00510	PRO-KIL, INC					
	I-162349	01 -5548203	REPAIRS & MAI QUARTERLY PEST CONTROL	079227	90.00	
01-P00560	PUBLIC SERVICE/AEP					
	I-201606298748	01 -5215313	ELECTRIC UTIL UTIL-ELEC-1699 EAST CARL ALBER	079100	24.66	
01-R00210	RED RIVER SPECIALIST, I					
	I-3537	01 -5542206	CHEMICALS HERBICIDES FOR PARKS	079228	1,250.00	
01-R00498	PAINTER'S PRIDE					
	I-31	01 -5542316	REPAIRS & MAI REPAIRS TO CHADICK PAVILI	079231	1,603.00	
	I-32	01 -5542316	REPAIRS & MAI STAIN FOR CHADICK PAV	079231	900.00	
	I-33	01 -5542316	REPAIRS & MAI PAINTING-CONNELLY PARK	079231	620.00	
01-S00190	SECURITY SYS. & ENG. IN					
	I-30847	01 -5321316	REPAIRS & MAI REPAIRS TO CAMERAS	079232	145.00	
01-S00249	MORGAN STANLEY SMITH BA					
	I-201606298746	01 -5215110	PENSION - DEF PENSION CONTRIBUTION-GEN	079234	25,550.00	
01-S00290	THE SHERWIN WILLIAMS					
	I-4703-9	01 -5542316	REPAIRS & MAI SAFETY PAINT	079235	206.69	
01-S00871	STEWART MARTIN EQUIPMEN					
	I-94043S	01 -5547203	REPAIRS & MAI MOWER BLADES FOR MOWERS	079238	150.00	
	I-94043S	01 -5547204	SMALL TOOLS MOWER BLADES FOR MOWERS	079238	87.75	
01-S00956	SWANK MOTION PICTURES,					
	I-RG 2197023	01 -5215202	OPERATING SUP MOVIE IN PARK RENTAL FEES	079239	1,408.00	

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.					
	I-519592	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079240	17.98
	I-520218	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079240	8.06
	I-520569	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079240	11.20
	I-520703	01 -5865218	STREET REPAIR	FORMING MATERIALS	079240	65.45
	I-520755	01 -5865218	STREET REPAIR	FORMING MATERIALS	079240	41.57
	I-520903	01 -5865218	STREET REPAIR	FORMING MATERIALS	079240	40.05
	I-521109	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079240	17.79
	I-521155	01 -5865218	STREET REPAIR	FORMING MATERIALS	079240	54.00
01-T00058	BIZTEL COMMUNICATIONS					
	I-6719	01 -5215315	TELEPHONE UTI	YRLY CONTRACT-PHONE MAINT	079242	1,950.00
	I-6720	01 -5215315	TELEPHONE UTI	YRLY CONTRACT-PHONE MAINT	079242	3,220.00
	I-6753	01 -5213202	OPERATING SUP	HEADSETS	079242	610.00
	I-6762	01 -5215316	REPAIRS & MAI	TELEPHONES & INSTALLATION	079242	439.00
	I-6771	01 -5215316	REPAIRS & MAI	TELEPHONES & INSTALLATION	079242	330.00
01-T00429	THOMAS J DAVIS					
	I-201607058766	01 -5544308	CONTRACT LABO	UMPIRE FEES-4 GAMES	079244	100.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
	I-9969733	01 -5653308	CONTRACTED SE	PLAN ADMIN FEE 2 QUARTERS	079245	1,180.00
01-T00541	TREY STRANGE/TCS DISTRI					
	I-5555-19	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	079246	178.00
01-U00100	UNIFIRST HOLDINGS, L.P.					
	I-8241287100	01 -5215207	CLOTHING ALLO	CL/ALLOW-PKS, ST, FAC	079250	25.18
	I-8241287101	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW-REC	079250	15.15
	I-8241287103	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW- STREETS	079250	18.00
	I-8241287503	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW-CEDD	079250	6.50
	I-8241287504	01 -5215207	CLOTHING ALLO	CLOTHING ALLOWANCE	079250	6.93
	I-8241287505	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW- STREETS	079250	24.33
	I-8241288993	01 -5215207	CLOTHING ALLO	CL/ALLOW-PKS, ST, FAC	079250	25.18
	I-8241288994	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW-REC	079250	15.15
	I-8241288996	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW- STREETS	079250	18.00
	I-8241289403	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW-CEDD	079250	6.50
	I-8241289404	01 -5215207	CLOTHING ALLO	CLOTHING ALLOWANCE	079250	6.93
	I-8241289405	01 -5215207	CLOTHING ALLO	CLOTH/ALLOW- STREETS	079251	24.33
01-U00128	UNITED PACKAGING & SHIP					
	I-187161	01 -5321202	OPERATING SUP	SHIPPING FEES	079252	24.79
01-W00040	WALMART COMMUNITY BRC					
	I-00328	01 -5543203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079253	117.93
	I-02903	01 -5431202	OPERATING SUP	SUPPLIES	079253	79.37
	I-08246	01 -5431202	OPERATING SUP	SUPPLIES	079253	48.92
	I-09996	01 -5431202	OPERATING SUP	SUPPLIES	079253	256.56
	I-09999	01 -5431202	OPERATING SUP	SUPPLIES	079253	54.97

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC	continued				
	I-5053	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079253	96.98	
01-W00195	WELDON PARTS INC.					
	I-1700498-00	01 -5431203	REPAIRS & MAI VEHICLE PARTS-FIRE	079255	66.86	
01-W00300	WILLIAM B. WYNN					
	C-201607068775	01 -5544308	CONTRACT LABO CREDIT FOR VENDOR ERROR	000000	250.00-	
	I-201607058762	01 -5544308	CONTRACT LABO UMPIRE FEES-10 GAMES	000000	250.00	
01-W00381	WILLIAM D ROBERTSON					
	I-201607068777	01 -5544308	CONTRACT LABO UMPIRE FEES-10 GAMES	079257	250.00	
			FUND	01	GENERAL FUND	TOTAL: 278,483.01

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND						
		I-201606298749	02	-5973328	INTERNET SERV UTIL-INT.SVS-E. WATER PLANT	079097	71.72
01-A00751	ATWOODS						
		I-3244/9	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079126	63.58
		I-3252/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE	079126	99.99
01-B00180	UNION IRON WORKS, INC.						
		I-S1932268.001	02	-5975230	SEWER MAIN RE SEWER REPAIR ITEMS	079129	15.03
		I-S1933229.001	02	-5975230	SEWER MAIN RE SEWER REPAIR ITEMS	079129	19.54
01-B00491	BRENNTAG SOUTHWEST, INC						
		I-BSW738254	02	-5973203	REPAIRS & MAI REGULATOR REPAIRS	079133	1,198.98
01-C00149	CANON FINANCIAL SERVICE						
		I-16174161	02	-5267312	EQUIPMENT REN MONTHY COPIER LEASE	079053	71.00
		I-16210515	02	-5267312	EQUIPMENT REN MONTHY COPIER LEASE	079098	873.50
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201606298747	02	-5267314	GAS UTILITY UTIL-GAS-CENTRAL GARAGE	079099	39.04
01-C00535	CLIFFORD POWER SYSTEMS						
		I-SVC-0040105	02	-5973316	REPAIRS & MAI DIAGNOISTIC FEE-WWM GEN	079140	544.50
01-D00322	DEPT. OF ENVIR. QUALITY						
		I-16060190257	02	-5973329	DEQ FEES WASTEWATER LIC RENEW FEE	079148	92.00
		I-16060191179	02	-5973329	DEQ FEES WASTEWATER LIC RENEW FEE	079149	92.00
		I-16060196416	02	-5973329	DEQ FEES WASTEWATER LIC RENEW FEE	079150	46.00
		I-16060197488	02	-5973329	DEQ FEES WASTEWATER LIC RENEW FEE	079151	92.00
		I-61013341	02	-5864329	DEQ FEES QURTLY REPORT FEE LF	079152	31.00
01-D00540	DOLESE BROTHERS						
		I-RM16038896	02	-5975218	STREET REPAIR CONCRETE-WATER BREAK	079153	2,289.00
01-E00238	ENVIRONMENTAL RESOURCE						
		I-33272	02	-5973304	LAB TESTING PRETREATMENT TESTING FEE	079158	5,100.00
01-E00279	EST, INC.						
		I-37256	02	-5871302	CONSULTANTS TESTING FEES-CANAL PRJCTS	079159	493.50
01-E00327	EWT HOLDINGS III CORP.,						
		I-902681187	02	-5973203	REPAIRS & MAI SHAFT FOR #3 BASIN	079161	8,591.00
01-F00037	FASTENAL						
		I-OKMCA148571	02	-5973203	REPAIRS & MAI MISC. REPAIRS & MAINT.	079163	119.87
		I-OKMCA148598	02	-5973203	REPAIRS & MAI MISC. REPAIRS & MAINT.	079163	110.46
		I-OKMCA148642	02	-5973203	REPAIRS & MAI MISC. REPAIRS & MAINT.	079163	13.03
01-G00318	GISEDGE, Inc.						

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00318	GISEDGE, Inc.		continued			
	I-934	02	-5871331	EMPLOYEE TRAV GIS CLASS-K. HARDWICK	079167	700.00
01-H00016	HD SUPPLY WATERWORKS, L					
	I-F677987	02	-5975211	WATER METERS WATER METERS	079170	502.54
	I-F704811	02	-5975211	WATER METERS WATER METERS	079170	2,979.00
01-H00215	HOLLOWAY, UPDIKE AND BE					
	I-INV NO 6	02	-5975230	SEWER MAIN RE CONCLT FEE SEWER IMPROVE	079174	1,125.00
01-H00223	CLEVELAND PETROLEUM PRO					
	I-096914	02	-5864212	FUEL EXPENSE DIESEL FOR LANDFILL	079175	1,660.00
01-I00120	TYLER TECHNOLOGIES					
	I-025-160030	02	-5216336	FEES MONTHLY SUPPORT FEES-UB&C	079179	293.16
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-16-01-07	02	-5871302	CONSULTANTS CONSULTANT FEES	079180	13,425.00
	I-MC-16-08-05	02	-5871302	CONSULTANTS OKIE LOCATES - JUNE	079180	7,207.00
01-L00428	LOWE'S CREDIT SERVICES					
	C-01054 CR	02	-5975202	OPERATING SUP MISC REPAIR & MAINT. ITEM	079194	18.98-
	I-02011	02	-5975202	OPERATING SUP MISC REPAIR & MAINT. ITEM	079194	15.20
	I-02039	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079194	65.71
	I-02290	02	-5975202	OPERATING SUP MISC REPAIR & MAINT. ITEM	079194	18.98
	I-901188	02	-5975202	OPERATING SUP MISC REPAIR & MAINT. ITEM	079195	165.53
	I-907259	02	-5975202	OPERATING SUP MISC REPAIR & MAINT. ITEM	079195	63.56
	I-907620A	02	-5975202	OPERATING SUP MISC REPAIR & MAINT. ITEM	079196	82.55
01-L00429	LOVE BOTTLING CO.					
	I-8164211	02	-5973203	REPAIRS & MAI DISTILLED WATER FOR WWTP	079197	81.00
01-M00304	MESHEK & ASSOC., PLC					
	I-3943	02	-5871302	CONSULTANTS CONSULTANT FEE-STM WTR MG	079200	955.10
01-O00075	O'REILLY AUTO PARTS					
	I-0230-387997	02	-5973203	REPAIRS & MAI SUPPLIES FOR WWT	079216	146.51
	I-0230-389210	02	-5975202	OPERATING SUP SUPPLIES FOR WWT PLANT	079216	11.18
01-O00275	OKLA DEPT OF COMMERCE					
	I-072016-#8908	02	-5267521	CDBG LOAN #89 CDBG - EDIF #8908	079219	1,145.83
01-O00556	OMAG-OK MUNICIPAL ASSUR					
	I-1ST QTR LIABILITY	02	-5267322	LIABILITY INS LIABILITY INS-MPWA	079222	3,303.73
	I-1ST QTR PROPERTY	02	-5267322	LIABILITY INS PROPERTY INS-MPWA	079222	5,380.00
01-P00040	PACE ANALYTICAL SERVICE					
	I-167535946	02	-5973304	LAB TESTING MNTHLY LAB TESTING FEES	079223	137.00

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PACKET      : 14276 14288 14295 14311 14334 14349 14365
VENDOR SET: Mult
FUND        : 02      MPWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00216	SEVERN TRENT ENV SVS.,	I-1-2517-134840	02 -5974308	CONTRACTED SE CONTRACT SERVICE-WTP	079233	22,216.97
01-S00249	MORGAN STANLEY SMITH BA	I-201606298746	02 -5267110	PENSION - DEF PENSION CONTRIBUTION-MPWA	079234	14,339.00
01-S00580	AT & T	I-0482713304	02 -5267315	TELEPHONE UTI UTIL-INTERNET SVS	079101	1,435.50
01-T00052	TECHNICAL PROGRAMMING S	I-97219	02 -5216336	FEES UB&C MAILING FEES	079241	883.06
		I-97219	02 -5216317	POSTAGE UB&C MAILING FEES-POSTAGE	079241	1,359.96
		I-97219	02 -5871329	DEQ FEES UB&C MAILING FEES-DEQ NOTICE	079241	612.00
01-T00630	TWIN CITIES READY MIX,	I-128122	02 -5975218	STREET REPAIR CONCRETE FOR WTR BREAKS	079247	1,090.00
		I-128358	02 -5975218	STREET REPAIR CONCRETE FOR WTR BREAKS	079247	599.50
01-U00051	UTILITY SUPPLY CO., INC	I-094180	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	079248	294.29
		I-094181	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	079248	206.46
		I-094350	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	079248	119.34
01-U00052	UTILITY TECHNOLOGY SERV	I-S101842590.001	02 -5975211	WATER METERS 4" WTR METERS-OSP	079249	107.00
		I-S101842590.002	02 -5975211	WATER METERS 4" WTR METERS-OSP	079249	5.00
		I-S101842590.003	02 -5975211	WATER METERS 4" WTR METERS-OSP	079249	10,340.00
		I-S101850593.001	02 -5975211	WATER METERS 4" WTR METERS-OSP	079249	3,120.00
01-U00100	UNIFIRST HOLDINGS, L.P.	I-8241287102	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE-UTM	079250	16.00
		I-8241287503	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE	079250	6.54
		I-8241287504	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE	079250	4.34
		I-8241287506	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	079250	18.13
		I-8241288995	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE-UTM	079250	16.00
		I-8241289403	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE	079250	6.54
		I-8241289404	02 -5267207	CLOTHING ALLO CLOTHING ALLOWANCE	079250	4.34
		I-8241289406	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	079251	18.13
01-U00128	UNITED PACKAGING & SHIP	I-186803	02 -5973304	LAB TESTING SHIPPING FEES	079252	31.77
				FUND 02 MPWA	TOTAL:	116,361.21

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201606298747	03	-5876314	GAS UTILITY UTIL-GAS-AIRPORT	079099	30.55
01-D00152	DAVID P RUDROW/DAVID'S	I-468333	03	-5876208	LAND MAINTENA MOWER PARTS FOR REPAIRS	079146	270.00
01-F00170	FIRST NATIONAL BANK	I-072016-#119817	03	-5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	079164	5,020.00
01-000556	OMAG-OK MUNICIPAL ASSUR	I-1ST QTR PROPERTY	03	-5876322	INSURANCE/BON PROPERTY INS-AIR FOR	079222	2,511.25
01-S00249	MORGAN STANLEY SMITH BA	I-201606298746	03	-5876110	PENSION-DEFIN PENSION CONTRIBUTION-AIRPORT	079234	848.00
01-T00370	TEDFORD & ASSOCIATES, L	I-682091	03	-5876322	INSURANCE/BON AIRPORT LIAB. INSURANCE	079243	930.00
01-U00100	UNIFIRST HOLDINGS, L.P.	I-8241287503	03	-5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	079250	4.40
		I-8241289403	03	-5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	079250	4.40
					FUND 03 AIRPORT AUTHORITY	TOTAL:	9,618.60

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201607058757	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	079122	165.00
		I-201607058758	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	079122	119.88
01-E00207	EMMA E. BELLIS					
		I-201607058761	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	079155	100.98
01-G00288	GERALDINE E MALKOWSKI					
		I-201607058759	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	079166	180.00
		I-201607058760	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	079166	100.98
01-L00428	LOWE'S CREDIT SERVICES					
		I-06002	08 -5549202	OPERATING SUP MISC REPAIR & MAINT ITEMS	079194	23.73
01-M00480	MILLER GLASS COMPANY, I					
		I-18171	08 -5549202	OPERATING SUP STEAM TABLE GLASS	079202	18.12
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-1ST QTR LIABILITY	08 -5549322	LIABILITY INS LIABILITY INS-NUTRIT	079222	966.95
01-S00249	MORGAN STANLEY SMITH BA					
		I-201606298746	08 -5549110	PENSION-DEFIN PENSION CONTRIBUTION-NUTRITION	079234	1,210.00
01-S00580	AT & T					
		I-201606228723	08 -5549315	TELEPHONE UTI UTIL-TEL-NUTRITION	079055	293.65
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8241287101	08 -5549207	CLOTHING ALLO COTH/ALLOW-NUTRITION	079250	11.61
		I-8241288994	08 -5549207	CLOTHING ALLO COTH/ALLOW-NUTRITION	079250	11.61
			FUND	08 NUTRITION	TOTAL:	3,202.51

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
		I-63531A	27 -5655318	PRINTING PROMOTIONAL BROCHURE	079132	1,329.00
		I-64860	27 -5655318	PRINTING PROMOTIONAL BROCHURE	079132	1,121.00
01-M00078	STEVEN RICE DBA MAP INC					
		I-6-2016 FINAL	27 -5655318	PRINTING HISTORIC MAPS	079199	1,200.00
01-MC0134	MCALESTER MAIN STREET					
		I-062016-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	079206	1,250.00
01-P00450	PRIDE IN MCALESTER					
		I-062016-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	079225	2,500.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-201606298746	27 -5655110	PENSION-DEFIN PENSION CONTRIBUTION-TOURISM	079234	412.00
01-T00500	PARROTT COMPANY, LLC					
		I-JULY 2016	27 -5655340	OFFICE RENT TOURISM OFFICE RENT-7/2016	000000	558.20
				FUND 27 TOURISM FUND	TOTAL:	8,370.20

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES	I-09715	28 -5654203	REPAIR & MAIN MISC MAINTENANCE SUPPLIES	079195	26.54
01-000556	OMAG-OK MUNICIPAL ASSUR	I-1ST QTR LIABILITY	28 -5654322	LIABILITY INS LIABILITY INS-EXPO	079222	886.37
		I-1ST QTR PROPERTY	28 -5654322	LIABILITY INS PROPERTY INS-EXPO	079222	6,949.25
01-P00560	PUBLIC SERVICE/AEP	I-201606298748	28 -5654313	ELECTRIC UTIL UTIL-ELEC-EXPO	079100	6,906.90
		I-201606298748	28 -5654313	ELECTRIC UTIL UTIL-ELEC-EXPO RV PARK	079100	63.09
01-S00249	MORGAN STANLEY SMITH BA	I-201606298746	28 -5654110	PENSION-DEFIN PENSION CONTRIBUTION-EXPO	079234	1,195.00
01-U00100	UNIFIRST HOLDINGS, L.P.	I-8241287504	28 -5654207	CLOTHING ALL CLOTHING ALLOWANCE	079250	4.73
		I-8241289404	28 -5654207	CLOTHING ALL CLOTHING ALLOWANCE	079250	4.73
01-W00040	WALMART COMMUNITY BRC	I-007556	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	079253	170.12
		I-07557	28 -5654202	OPERATING SUP OPERATING SUPPLIES	079253	46.31
			FUND 28 SE EXPO CENTER	TOTAL:		16,253.04

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00321	EVANS ENTERPRISES, INC.					
	I-1116159-FINAL	29	-5324402	TECHNOLOGY UP 911 BACKUP GENERATOR	079160	5,006.45
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-1ST QTR LIABILITY	29	-5324322	LIABILITY INS LIABILITY INS-E911	079222	725.21
01-S00249	MORGAN STANLEY SMITH BA					
	I-201606298746	29	-5324110	PENSION-DEFIN PENSION CONTRIBUTION-E911	079234	3,891.00
01-W00392	WINDSTREAM CORPORATION					
	I-201606298750	29	-5324315	TELEPHONE UTI UTIL-TELEPHONE EXP	079102	455.13
				FUND 29 E-911	TOTAL:	10,077.79

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00106	BARNHOUSE APPRAISAL SER						
		I-2016248	30	-5652302	CONSULTANTS APPRAISAL FFA BLDG	079127	2,500.00
01-MC0134	MCALESTER MAIN STREET						
		I-062016-2015-2016	30	-5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	079206	1,250.00
01-000275	OKLA DEPT OF COMMERCE						
		I-072016-#12248	30	-5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	079218	282.50
01-P00450	PRIDE IN MCALESTER						
		I-062016-2015-2016	30	-5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	079225	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC						
		I-0717	30	-5652302	CONSULTANTS CONSULTING SVS FEE	079229	2,500.00
01-S00249	MORGAN STANLEY SMITH BA						
		I-201606298746	30	-5652110	PENSION PENSION CONTRIBUTION-ECON DEV	079234	1,594.00
					FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	10,626.50

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0155	SOUTHEASTERN OKLAHOMA R	I-68197	32 -5215306	EXPENSE FOR J JULY 4TH RADIO ADS	079209	1,000.00
			FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:	1,000.00

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS						
		C-8117617975642 CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079120	130.63-
		I-8117617475486	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079120	19.14
		I-8117617843710	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079120	130.63
		I-8117617975638	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079120	18.39
		I-8117618043746	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079120	72.37
		I-8117618175734	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079120	139.85
		I-8117618175735	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079120	13.78
01-B00150	BEALES GOODYEAR TIRES						
		I-1-28597	35	-5862203	REPAIRS & MAI TIRES FOR SB-9	079128	146.00
		I-1-28628	35	-5862203	REPAIRS & MAI TIRE FOR ASPHALT MAC	079128	2,551.45
		I-1-GS28524	35	-5862203	REPAIRS & MAI TIRES FOR POLICE C/V CARS	079128	2,228.00
		I-1-GS28585	35	-5862203	REPAIRS & MAI TIRES FOR CITY VEHICLES	079128	540.24
		I-1-GS28741	35	-5862203	REPAIRS & MAI TIRES FOR POLICE SUV'S	079128	2,580.00
01-G00010	G & C RENTAL CENTER, IN						
		I-41154	35	-5862203	REPAIRS & MAI PARTS-S-22 ROLLER	079165	518.00
01-G00490	GRISSOM IMPLEMENT INC						
		I-562938	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	079169	14.85
01-K0003	K & S FIELD TESTING INS						
		I-2581	35	-5862316	REPAIRS & MAI BUCKET TRUCK TESTING	079183	550.00
01-K00205	KIAMICHI AUTOMOTIVE WHO						
		C-025803	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	70.32-
		I-025762	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	43.64
		I-025779	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	70.32
		I-025839	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	18.13
		I-025941	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	5.49
		I-026262	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	18.14
		I-026357	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	55.99
		I-026471	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	24.89
		I-026510	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	33.98
		I-026642	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	96.99
		I-026671	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	22.98
		I-026773	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079186	21.18
01-K00270	KIRBY-SMITH MACHINERY,						
		I-005302	35	-5862203	REPAIRS & MAI GRADALL ELEC PUMP ASSMBLY	079187	1,134.79
01-N00271	FREEDOM FORD INC						
		I-169174	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	079212	39.95
		I-172206	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINT	079212	42.95
		I-172338	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINT	079212	42.95
		I-88102	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	079212	359.40
01-O00050	OCT EQUIPMENT, INC.						

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000050	OCT EQUIPMENT, INC.		continued			
	I-P10763	35	-5862203	REPAIRS & MAI REPAIR PARTS-S-33	079215	163.06
01-000075	O'REILLY AUTO PARTS					
	I-0230-388233	35	-5862203	REPAIRS & MAI REPAIR PARTS	079216	142.64
	I-0230-388379	35	-5862203	REPAIRS & MAI REPAIR PARTS	079216	17.60
	I-0230-389120	35	-5862203	REPAIRS & MAI REPAIR PARTS	079216	167.68
	I-0230-389123	35	-5862203	REPAIRS & MAI REPAIR PARTS	079216	69.69
01-R00471	ROBERTS AUTO SERVICE					
	I-1002	35	-5862203	REPAIRS & MAI REPLACE DOOR GLASS	079230	70.00
01-S00249	MORGAN STANLEY SMITH BA					
	I-201606298746	35	-5862110	PENSION-DEFIN PENSION CONTRIBUTION-FL MAINT	079234	1,735.00
01-S00710	STANDARD MACHINE LLC					
	I-246163	35	-5862203	REPAIRS & MAI MISC REPAIRS	079236	8.00
	I-246190	35	-5862203	REPAIRS & MAI MISC REPAIRS	079236	45.71
	I-246224	35	-5862203	REPAIRS & MAI MISC REPAIRS	079236	22.19
01-U00100	UNIFIRST HOLDINGS, L.P.					
	I-8241287505	35	-5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	079250	2.79
	I-8241289405	35	-5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	079251	2.79
01-W00195	WELDON PARTS INC.					
	I-1704395-00	35	-5862203	REPAIRS & MAI SUPPLIES - PARTS	079255	388.00
01-W00234	WESTERN MARKETING INC					
	I-IN1491820	35	-5862203	REPAIRS & MAI SHOP SUPPLIES	079256	21.15
				FUND 35 FLEET MAINTENANCE	TOTAL:	14,209.82

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00435	JORDAN CARRIS AGENCY					
		I-CITY-0-1	36 -5215309	INSURANCE	079182	55,569.00
				FUND	36	WORKER'S COMPENSATION
					TOTAL:	55,569.00

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00709	ARROWHEAD TRUCK EQUIPME	I-9502	41 -5865401	CAPITAL OUTLA UTIL BOX-CONCRETE TRUCK	079124	6,350.00
01-A00712	ARVEST BANK dba ARVEST	I-072016-002	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	079125	2,485.55
		I-072016-800150300	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	079125	3,210.15
01-D00217	DEERE CREDIT, INC.	I-072016-#0063527	41 -5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	079147	1,140.15
		I-072016-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	079147	1,821.57
01-K00066	KATCON INC.	I-PMT 4	41 -5871403	SANDY CREEK C SANDY CRK CANAL WALL	079184	16,495.55
01-L00021	L & L CONSTRUCTION, INC	I-PAY APP #1	41 -5974404	WTP FILTER FILTER #5 REPLACEMENT-WTP	079189	90,484.65
01-L00079	LANDPLAN CONSULTANTS, I	I-537.00-19	41 -5652402	TRAILS GRANT BELMONT TRAIL PROJECT	079191	546.25
01-N00347	MEHLBURGER BRAWLEY, INC	I-MC-15-03-04	41 -5865403	CAPITAL PROJE CONSULTANT FEE-A STREET	079213	3,200.00
01-W00194	WELCH STATE BANK	I-072016-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	079254	1,517.90
		I-072016-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	079254	2,555.73
			FUND 41 CIP FUND	TOTAL:		129,807.50

PACKET : 14276 14288 14295 14311 14334 14349 14365

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-C00046	C D W GOVERNMENT, INC					
		I-DHF1046	44 -5225402	SOFTWARE & TE PROJECTOR SCREENS	079135	1,647.46
		I-DLG3164	44 -5225402	SOFTWARE & TE PROJECTOR SCREENS	079135	2,366.39
		I-DLM5053	44 -5225402	SOFTWARE & TE COMPUTERS & MONITORS	079135	1,914.08
01-S00726	STAPLES ADVANTAGE					
		I-3304003652	44 -5225402	SOFTWARE & TE COMPUTER HARDWARE	079237	5.49
		I-3304003656	44 -5225402	SOFTWARE & TE PRINTER & MEMORY MODULE	079237	98.38
			FUND 44	TECHNOLOGY FUND	TOTAL:	6,031.80
REPORT GRAND TOTAL:						659,610.98

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2015-2016	01 -2105	COLLECTION AGENCY 25% (COU	7,972.23						
	01 -5101202	OPERATING SUPPLIES	326.74	3,000	846.31				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	0.00				
	01 -5210302	CONSULTANTS/LABOR RELATION	2,496.00	68,613	1,036.00				
	01 -5212317	ADVERTISING & PRINTING	28.55	2,500	86.25				
	01 -5213202	OPERATING SUPPLIES	610.00	725	655.99-	Y			
	01 -5213317	ADVERTISING & PRINTING	426.42	2,500	2,073.58				
	01 -5214302	CONSULTANTS	4,281.25	97,745	12,801.13				
	01 -5215110	PENSION - DEFINED BENEFIT	25,550.00	153,296	4.00-	Y			
	01 -5215207	CLOTHING ALLOWANCE	309.18	12,313	935.80				
	01 -5215302	CONSULTANTS	5,970.00	35,000	5,044.13-	Y			
	01 -5215313	ELECTRIC UTILITY	24.66	301,500	15,319.93-	Y			
	01 -5215314	GAS UTILITY	108.87	30,486	6,330.91				
	01 -5215315	TELEPHONE UTILITY	473.29	33,000	1,323.46				
	01 -5215316	REPAIRS & MAINTENANCE	769.00	8,750	754.18-	Y			
	01 -5215317	POSTAGE	1,750.00	10,000	0.00				
	01 -5320121	GRANT- DOJ MARIJUANA OT	549.90	15,000	350.83				
	01 -5320202	OPERATING EXPENSE	91.08	3,000	943.15				
	01 -5321202	OPERATING SUPPLIES	410.79	12,500	2,578.66				
	01 -5321308	CONTRACTED SERVICES	72.50	10,000	4,641.84				
	01 -5321316	REPAIRS & MAINTENANCE	145.00	3,000	1,227.06				
	01 -5321332	COMMUNITY SERVICES PROGRAM	1,059.50	7,500	2,451.80				
	01 -5322202	OPERATING SUPPLIES	94.80	2,000	573.52				
	01 -5431202	OPERATING SUPPLIES	646.42	18,000	3,457.52				
	01 -5431203	REPAIRS & MAINT SUPPLIES	66.86	8,500	1,983.11				
	01 -5431207	CLOTHING ALLOWANCE	295.00	28,025	4,276.17				
	01 -5431305	PHYSICALS	8,500.00	17,000	4,625.00				
	01 -5431328	INTERNET SERVICE	188.85	4,200	1,781.21				
	01 -5431329	PROMOTIONAL	1,233.00	4,112	532.09-	Y			
	01 -5431330	DUES & SUBSCRIPTIONS	628.59	8,000	1,628.83				
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	598.58	14,660	1,803.70				
	01 -5432202	OPERATING SUPPLIES	686.89	28,000	301.89				
	01 -5432204	SMALL TOOLS	625.00	4,000	2,275.00				
	01 -5542203	REPAIRS & MAINT SUPPLIES	3,549.57	48,000	302.05				
	01 -5542206	CHEMICALS	1,250.00	15,000	3,471.81				
	01 -5542212	FUEL EXPENSE	1,291.75	20,620	3,285.18				
	01 -5542316	REPAIRS & MAINTENANCE	3,329.69	8,229	918.32				
	01 -5542339	VEHICLE/EQUIP. MAINTENANCE	539.97	55,027	4,459.69				
	01 -5543202	OPERATING SUPPLIES	528.49	11,000	3,794.40				
	01 -5543203	REPAIRS & MAINT SUPPLIES	280.61	12,000	346.63-	Y			
	01 -5543206	CHEMICALS	4,924.90	16,000	1,419.51				
	01 -5544202	OPERATING SUPPLIES	394.98	20,000	9,188.08				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	894.46	16,000	1,909.68				
	01 -5544308	CONTRACT LABOR	650.00	20,000	11,112.00				
	01 -5547203	REPAIRS & MAINT SUPPLIES	1,569.77	11,550	176.35-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5547204	SMALL TOOLS	87.75	700	81.71		
01	-5547328	INTERNET SERVICE	61.65	750	61.08-	Y	
01	-5548202	OPERATING SUPPLIES	338.19	500	161.81		
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,359.04	53,770	12,272.51		
01	-5548308	CONTRACTED SERVICES-CLEANI	1,515.00	22,000	3,640.00		
01	-5652202	OPERATING SUPPLIES	40.00	4,200	1,144.48		
01	-5652319	DEMOLITION	4,900.00	46,727	22,600.00		
01	-5653308	CONTRACTED SERVICES	1,180.00	7,500	1,570.00		
01	-5653317	ADVERTISING & PRINTING	75.28	2,500	934.97		
01	-5653348	DRUG TESTING/PHYSICALS	398.00	10,517	1,304.25		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	39,053.90	56,000	2,910.87		
01	-5865218	STREET REPAIRS & MAINTENAN	2,319.28	257,000	21.35-	Y	
01	-5865328	INTERNET SERVICE	83.90	1,920	89.67-	Y	
01	-5865404	STREET REPAIR PROJECT	14,222.34	293,500	42,069.99		
02	-5216317	POSTAGE	1,359.96	45,000	1,862.96-	Y	
02	-5216336	FEES	883.06	11,746	150.03-	Y	
02	-5267110	PENSION - DEFINED BENEFIT	14,339.00	86,037	3.00		
02	-5267207	CLOTHING ALLOWANCE	90.02	8,063	1,532.22		
02	-5267312	EQUIPMENT RENTALS	944.50	7,000	5,111.00		
02	-5267314	GAS UTILITY	39.04	8,643	123.26		
02	-5267315	TELEPHONE UTILITY	1,435.50	98,000	1,335.32-	Y	
02	-5864212	FUEL EXPENSE	1,660.00	5,676	40.80-	Y	
02	-5864329	DEQ FEES	31.00	2,000	1,505.09		
02	-5871302	CONSULTANTS	22,080.60	139,000	18,832.92-	Y	
02	-5871329	DEQ FEES	612.00	1,665	611.11-	Y	
02	-5871331	EMPLOYEE TRAVEL & TRAININ	700.00	3,000	677.75		
02	-5973203	REPAIRS & MAINT SUPPLIES	10,390.14	50,500	380.33-	Y	
02	-5973304	LAB TESTING	5,268.77	37,600	61.26-	Y	
02	-5973316	REPAIRS & MAINTENANCE	544.50	25,000	2,471.24-	Y	
02	-5973328	INTERNET SERVICE	71.72	1,118	137.65-	Y	
02	-5973329	DEQ FEES	230.00	25,531	42.10		
02	-5974308	CONTRACTED SERVICES	22,216.97	85,000	5,085.35		
02	-5975202	OPERATING SUPPLIES	338.02	2,700	214.95		
02	-5975207	CLOTHING ALLOWANCE	99.99	300	173.06-	Y	
02	-5975211	WATER METERS	17,053.54	44,500	55.39		
02	-5975218	STREET REPAIRS & MAINTENAN	3,978.50	95,000	11,467.78		
02	-5975230	SEWER MAIN REPAIR	1,159.57	20,000	1,598.56		
02	-5975235	WATER MAIN REPAIR	620.09	45,294	19.31		
03	-5876110	PENSION-DEFINED BENEFIT	848.00	11,139	6.17		
03	-5876207	CLOTHING ALLOWANCE	8.80	750	62.06		
03	-5876208	LAND MAINTENANCE SUPP.	270.00	2,000	792.98-	Y	
03	-5876314	GAS UTILITY	30.55	450	279.02-	Y	
08	-5549110	PENSION-DEFINED BENEFIT	1,210.00	13,049	6.10		
08	-5549202	OPERATING SUPPLIES	41.85	1,000	779.67		
08	-5549207	CLOTHING ALLOWANCE	23.22	1,750	535.03		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	08 -5549308	CONTRACT SERVICES	666.84	15,500	1,573.00-	Y			
	08 -5549315	TELEPHONE UTILITY	293.65	3,800	528.36-	Y			
	27 -5655110	PENSION-DEFINED BENEFIT	412.00	5,513	5.36				
	27 -5655318	PRINTING	3,650.00	18,000	4,021.41				
	27 -5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	0.00				
	27 -5655353	MAIN STREET PROGRAM	1,250.00	15,000	0.00				
	28 -5654110	PENSION-DEFINED BENEFIT	1,195.00	17,077	5.42				
	28 -5654202	OPERATING SUPPLIES	46.31	2,500	1,097.83				
	28 -5654203	REPAIR & MAINT SUPPLIES	26.54	17,000	5,316.22				
	28 -5654207	CLOTHING ALLOWANCE	9.46	1,625	1,056.95				
	28 -5654210	CONCESSION SUPPLIES	170.12	17,000	1,879.79-	Y			
	28 -5654313	ELECTRIC UTILITY	6,969.99	60,000	7,177.60-	Y			
	29 -5324110	PENSION-DEFINED BENEFIT	3,891.00	47,369	6.56				
	29 -5324315	TELEPHONE UTILITY	455.13	89,000	8,254.05-	Y			
	29 -5324402	TECHNOLOGY UPGRADES	5,006.45	61,065	50.50				
	30 -5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	0.00				
	30 -5211353	MAIN STREET PROGRAM	1,250.00	15,000	0.00				
	30 -5652110	PENSION	1,594.00	14,312	6,384.23				
	30 -5652302	CONSULTANTS	2,500.00	115,000	72,815.00				
	32 -5215306	EXPENSE FOR JULY 4TH EVENT	1,000.00	0	7,590.00-	Y			
	35 -5862110	PENSION-DEFINED BENEFIT	1,735.00	24,140	4.90				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	11,919.24	240,000	34,230.60				
	35 -5862207	CLOTHING ALLOWANCE	5.58	1,250	338.57				
	35 -5862316	REPAIRS & MAINTENANCE	550.00	40,038	15,327.63				
	41 -5652402	TRAILS GRANT PROJECT	546.25	197,375	41,395.59				
	41 -5865401	CAPITAL OUTLAY	6,350.00	68,375	10,688.20				
	41 -5865403	CAPITAL PROJECTS	3,200.00	500,000	272,565.00				
	41 -5871403	SANDY CREEK CANAL	16,495.55	379,221	1,177.33-	Y			
	41 -5974404	WTP FILTER	90,484.65	177,051	5,041.00				
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	6,031.80	20,000	1,425.00				
	** 2015-2016 YEAR TOTALS **		435,110.94						
2016-2017	01 -5101330	DUES & SUBSCRIPTIONS	20,213.73	25,000	4,481.27				
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	45,833.33				
	01 -5210330	DUES & SUBSCRIPTIONS	1,084.19	3,300	2,215.81				
	01 -5213336	FEES	200.00	3,000	2,800.00				
	01 -5214302	CONSULTANTS	3,233.33	70,000	55,766.67				
	01 -5214330	DUES & SUBSCRIPTIONS	50.00	100	50.00				
	01 -5215202	OPERATING SUPPLIES	1,408.00	29,052	19,845.00				
	01 -5215312	EQUIPMENT RENTALS	448.02	30,900	6,100.00				
	01 -5215315	TELEPHONE UTILITY	5,170.00	38,000	30,917.64				
	01 -5215322	LIABILITY INSURANCE/BONDS	41,021.74	168,200	47,866.16				
	01 -5225349	SOFTWARE MAINTENANCE	47,659.86	72,000	23,764.43				
	02 -5216336	FEES	293.16	24,100	23,806.84				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	02 -5267322	LIABILITY INSURANCE/BONDS	8,683.73	48,652	13,766.48				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	12,604.17				
	02 -5973329	DEQ FEES	92.00	25,000	24,304.58				
	03 -5876322	INSURANCE/BONDS	3,441.25	11,568	585.33				
	03 -5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	55,220.00				
	08 -5549322	LIABILITY INSURANCE/BONDS	966.95	6,212	2,312.45				
	27 -5655340	OFFICE RENT	558.20	6,700	6,141.80				
	28 -5654322	LIABILITY INSURANCE/BONDS	7,835.62	41,916	10,543.96				
	29 -5324322	LIABILITY INSURANCE/BONDS	725.21	3,325	411.57				
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	3,107.50				
	30 -5652302	CONSULTANTS	2,500.00	115,000	79,085.00				
	36 -5215309	INSURANCE	55,569.00	65,000	9,431.00				
	41 -5862401	CAPITAL OUTLAY	5,695.70	66,985	61,289.30				
	41 -5865510	LEASE PAYMENTS	7,035.35	101,825	94,789.65				
** 2016-2017 YEAR TOTALS **			224,500.04						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	7/2016	278,483.01
02	7/2016	116,361.21
03	7/2016	9,618.60
05	7/2016	0.00
08	7/2016	3,202.51
09	7/2016	0.00
11	7/2016	0.00
16	7/2016	0.00
24	7/2016	0.00
26	7/2016	0.00
27	7/2016	8,370.20
28	7/2016	16,253.04
29	7/2016	10,077.79
30	7/2016	10,626.50
32	7/2016	1,000.00
33	7/2016	0.00
35	7/2016	14,209.82
36	7/2016	55,569.00
38	7/2016	0.00
41	7/2016	129,807.50
42	7/2016	0.00
44	7/2016	6,031.80

659,610.98

659,610.98



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2016 **Item Number:** Consent Agenda C
Department: _____ **Account Code:** _____
Prepared By: Peter Stasiak, City Manager **Budgeted Amount:** _____
Date Prepared: July 6, 2016 **Exhibits:** 3

Subject

Consider and act upon, authorizing the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester.

Recommendation

Motion to approve and authorize the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester for assignment of prisoners from Jackie Brannon Correctional Center to various Public Works Projects, i.e., the EXPO, Parks, and the Oakhill Cemetery, when needed.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, Department) and the undersigned Oklahoma governmental agency or political subdivision, City of McAlester (Fairgrounds/Expo) (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2016 and ending on June 30, 2017.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center: Jackie Brannon Correctional Center.
4. The Public Agency has requested 4 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.
5. The prisoners assigned to this Public Works Project will have the following responsibilities:

Clean and maintain facility and grounds, set-up and tear down tables and chairs for events

The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.

6. The Public Agency will also provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project unless otherwise agreed.
7. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on private property for a public purpose. Labor conducted on private property

must be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.

8. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
9. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
10. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a log book every two (2) hours.
11. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two (2) hours.
12. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes a prisoner has escaped.
13. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
14. The Public Agency agrees to pay to the Department the base cost plus ten percent. The base cost may comprise the following categories:
 - a. The cost of transportation of the prisoners to and from the project;
 - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
 - c. The cost of guarding the prisoners;
 - d. The cost of all tools and materials furnished by the Department,
 - e. The cost of the salaries of the assigned prisoners; and
 - f. Miscellaneous. Specify: None
15. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 35, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice unpaid more than forty-five (45) days shall accrue interest at the rate established in accordance with Section 34.72 of

Title 62 of the Oklahoma Statutes beginning on the thirtieth (30th) date from the date of the invoice. Additionally, if any invoice is not paid within sixty (60) days, the Public Agency will not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

16. The Department will not, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
17. The Department will provide lunches to the prisoners at a cost of \$1.25 per prisoner per lunch to the Public Agency, unless otherwise agreed.
18. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
19. The Department will have the ultimate responsibility for the security of the prisoners.
20. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
21. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
22. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
23. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
24. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result

of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.

25. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.
26. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
27. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
28. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
29. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.
30. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act,

12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.

31. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
32. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
33. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
34. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
35. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:

David A. Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov

For the Public Agency:

Mel Priddy
Community Services Director
801 N. 9th
McAlester, OK 74501
mel.priddy@cityofmcalester.com

36. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.
37. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
38. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
39. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
40. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
41. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
42. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the

Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

43. Signatures:

Department:

Approved By: _____ Date: _____
Name: _____
Title: _____

General Counsel or designee

Public Agency:

Approved By: _____ Date: _____
Name: _____
Title: _____

PRISONERS PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF MCALESTER (FAIRGROUNDS/EXPO)			
DATE: 07/01/16			
\$ 0.00		A.	The cost of transportation of the prisoners to and from the project.
\$ 110.00		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project.
\$ 0.00		C.	The cost of supervising the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 101.20		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 211.20		SUBTOTAL	
\$ 21.12		Plus 10%	
\$ 232.32		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
These costs are provided for in the Prisoners Public Works Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in an addendum.			

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, Department) and the undersigned Oklahoma governmental agency or political subdivision, City of McAlester (Parkway) (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

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1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2016 and ending on June 30, 2017.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center: Jackie Brannon Correctional Center.
4. The Public Agency has requested 3 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.
5. The prisoners assigned to this Public Works Project will have the following responsibilities:
Weed eating in the parks, pick-up trash, assist with tree cutting, assist with moving tables and chairs for events, assist with moving boxes and furniture at City Hall and other assigned odd jobs.
The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.
6. The Public Agency will also provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project unless otherwise agreed.
7. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on

private property for a public purpose. Labor conducted on private property must be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.

8. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
9. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
10. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a log book every two (2) hours.
11. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two (2) hours.
12. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes a prisoner has escaped.
13. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
14. The Public Agency agrees to pay to the Department the base cost plus ten percent. The base cost may comprise the following categories:
 - a. The cost of transportation of the prisoners to and from the project;
 - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
 - c. The cost of guarding the prisoners;
 - d. The cost of all tools and materials furnished by the Department,
 - e. The cost of the salaries of the assigned prisoners; and
 - f. Miscellaneous. Specify: None
15. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 35, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice unpaid more than forty-five (45) days shall

accrue interest at the rate established in accordance with Section 34.72 of Title 62 of the Oklahoma Statutes beginning on the thirtieth (30th) date from the date of the invoice. Additionally, if any invoice is not paid within sixty (60) days, the Public Agency will not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

16. The Department will not, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
17. The Department will provide lunches to the prisoners at a cost of \$1.25 per prisoner per lunch to the Public Agency, unless otherwise agreed.
18. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
19. The Department will have the ultimate responsibility for the security of the prisoners.
20. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
21. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
22. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
23. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
24. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result

of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.

25. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.
26. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
27. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
28. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
29. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.
30. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act,

12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.

31. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
32. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
33. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
34. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
35. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:

David A. Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov

For the Public Agency:

Mel Priddy
Community Services Director
801 N. 9th
McAlester, OK 74501
mel.priddy@cityofmcalester.com

36. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.
37. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
38. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
39. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
40. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
41. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
42. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the

Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

43. Signatures:

Department:

Approved By: _____ Date: _____
Name: _____
Title: _____

General Counsel or designee

Public Agency:

Approved By: _____ Date: _____
Name: _____
Title: _____

PRISONERS PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF MCALESTER (PARKWAY)			
DATE: 07/01/16			
\$ 0.00		A.	The cost of transportation of the prisoners to and from the project.
\$ 82.50		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project.
\$ 0.00		C.	The cost of supervising the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 75.90		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 158.40		SUBTOTAL	
\$ 15.84		Plus 10%	
\$ 174.24		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
These costs are provided for in the Prisoners Public Works Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in an addendum.			

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, Department) and the undersigned Oklahoma governmental agency or political subdivision, City of McAlester (Oakhill Cemetery) (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2016 and ending on June 30, 2017.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center: Jackie Brannon Correctional Center.
4. The Public Agency has requested 3 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.
5. The prisoners assigned to this Public Works Project will have the following responsibilities:

Weed eating the entire cemetery, using riding lawn mowers around the cemetery, assisting with funeral set-up, cover up graves, pick up trash, prune shrubs and trees

The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.

6. The Public Agency will also provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project unless otherwise agreed.
7. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on

private property for a public purpose. Labor conducted on private property must be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.

8. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
9. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
10. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a log book every two (2) hours.
11. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two (2) hours.
12. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes a prisoner has escaped.
13. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
14. The Public Agency agrees to pay to the Department the base cost plus ten percent. The base cost may comprise the following categories:
 - a. The cost of transportation of the prisoners to and from the project;
 - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
 - c. The cost of guarding the prisoners;
 - d. The cost of all tools and materials furnished by the Department,
 - e. The cost of the salaries of the assigned prisoners; and
 - f. Miscellaneous. Specify: None
15. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 35, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice unpaid more than forty-five (45) days shall

accrue interest at the rate established in accordance with Section 34.72 of Title 62 of the Oklahoma Statutes beginning on the thirtieth (30th) date from the date of the invoice. Additionally, if any invoice is not paid within sixty (60) days, the Public Agency will not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

16. The Department will not, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
17. The Department will provide lunches to the prisoners at a cost of \$1.25 per prisoner per lunch to the Public Agency, unless otherwise agreed.
18. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
19. The Department will have the ultimate responsibility for the security of the prisoners.
20. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
21. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
22. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
23. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
24. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result

of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.

25. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.
26. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
27. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
28. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
29. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.
30. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act,

12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.

31. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
32. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
33. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
34. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
35. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:

David A. Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov

For the Public Agency:

Mel Priddy
Community Services Director
801 N. 9th
McAlester, OK 74501
mel.priddy@cityofmcalester.com

36. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.
37. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
38. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
39. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
40. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
41. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
42. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the

Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

43. Signatures:

Department:

Approved By: _____ Date: _____
Name: _____
Title: _____

General Counsel or designee

Public Agency:

Approved By: _____ Date: _____
Name: _____
Title: _____

PRISONERS PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF MCALESTER (OAKHILL CEMETERY)			
DATE: 07/01/16			
\$ 0.00		A.	The cost of transportation of the prisoners to and from the project.
\$ 82.50		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project.
\$ 0.00		C.	The cost of supervising the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 75.90		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$158.40		SUBTOTAL	
\$ 15.84		Plus 10%	
\$174.24		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
These costs are provided for in the Prisoners Public Works Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in an addendum.			



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2016

Item Number: Consent Agenda D

Department: _____

Prepared By: John Browne, Mayor

Account Code: _____

Date Prepared: July 6, 2016

Budgeted Amount: _____

Exhibits: _____

Subject

Concur with the Mayor's appointment of Ms. Rachel Gronwald to serve on the Community Tree Board for a term ending September, 2017.

Recommendation

Motion to concur with the Mayor's appointment of Ms. Gronwald to serve the remainder of the term being vacated by Ms. Sabra Tate.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: Utility Maintenance
Prepared By: Peter Stasiak, City Manager
Date Prepared: July 5, 2016

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

Subject

Consider and act upon, to ratify the attached Memorandum of Understanding with Severn Trent to fill the UTM Manager position.

Recommendation

Staff recommends ratification.

Discussion

This MOU is filling the requirement of the UTM Manager position and the required Class B Licensure. This agreement is for 2 months but will be utilized until the position is filled. Should an extension become necessary, it will be brought back before the Council.

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

Date: 6/23/16
To: Pete Stasiak
Copy: Jake Walton
From: John W. Bannen
Subject: FY16 Annual Repair and Maintenance Budget Supplement



Severn Trent – North America
5200 Waterworks Rd
McAlester, OK 74501
918.423.0267

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of this 24th day of June 2016, between Severn Trent Environmental Services Inc. ("STES"), and the McAlester Public Works Authority (the "Authority"), (each, individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS the Parties have entered into a Water System Operation and Maintenance Agreement (the "Agreement") dated April 22, 2014 for STES to operate the Authority's water facilities (the "Facilities") as defined in the Agreement ; and

WHEREAS the Parties desire to enter into this MOU to extend the term of the Second Amendment relating to the UTM Manager position.

WHEREAS the Parties intend to set forth more fully the rights and obligations between them.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Extend the termination date of the UTM Manager position until August 31st. The same terms will apply as the Second Amendment states. Monthly rate will remain the same at \$7,811.25.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the date first written above.

**SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.**

John W. Bannen
Regional Manager, Central Region

23 June 2016

MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak

Printed Name

City Manager

Title

6-24-16

Date



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: Finance
Prepared By: Toni Ervin
Date Prepared: July 5, 2016

Item Number: 1
Account Code:
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

PJS

7-7-16

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 _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2016.

William J. Ervin, City Attorney

Estimated Revenue or Fund Balance

Appropriations

FUND INFORMATION	
Original Budget - Revenues ***	\$ 360,000
Amendments	<u>27,569</u>
Current Budget - Revenues	\$ 387,569
Original Budget - Expenditures	\$ 360,000
Amendments	<u>27,569</u>
Current Budget - Expenditures	\$ 387,569

A1116-045

FY 15-16 Budget Amendments listed by Fund

					Revenue	Expense
001	8/25/15	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	135,500
014	9/8/15	01	General Fund	Appropriate funds for Airport Drainage Project to Rehab Taxiway	-	29,208
016	11/24/15	01	General Fund	Appropriate Funds for Worker's Compensation Allocation and EMS Contract with Dr.	-	64,000
026	1/26/16	01	General Fund	Appropriate funds for additional funds for Mid Year Review. Pension - Defined Benefit Allocation	-	-
028	1/26/16	01	General Fund	Appropriate funds for additional funds for Mid Year Review.	(110,000)	671,490
002	8/25/15	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	10,480
017	11/24/15	02	MPWA	Appropriate Funds for Worker's Compensation Allocation.	-	-
023	12/8/15	02	MPWA	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	95,000
027	1/26/16	02	MPWA	Appropriate funds for additional funds for Mid Year Review. Pension - Defined Benefit Allocation	-	-
029	1/26/16	02	MPWA	Appropriate funds for additional funds for Mid Year Review.	-	-
040	5/10/16	02	MPWA	Appropriate Funds for 2016 CDBG Grant	-	86,699
043	6/28/16	11	Employee Retirement	Appropriate Funds for additional Retirees	-	319,321
010	8/25/15	16	State Forfeiture	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	37,375	37,375
042	6/28/16	21	Bond Trustee Fund	Appropriate Funds for Bond Refunding 2015 and Bond activities for 2015-2016.	12,561,720	19,817,716
003	8/25/15	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	668,528	668,528
013	9/8/15	24	Airport Grant	Appropriate funds for Airport Drainage Project to Rehab Taxiway	283,165	283,165
019	11/24/15	26	Education Fund	Appropriate funds for the Memorandum of Understanding for the Driveway behind Will Rogers Elementary.	-	129,814
004	8/25/15	27	Tourism	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	8,940
021	11/24/15	27	Tourism	Appropriate funds for the transfer for Repairs & Maintenance, Liability Ins., WC, and new sign	-	68,931
041	6/14/16	27	Tourism	Appropriate funds for Tourism Vehicle.	20,500	20,500
020	11/24/15	28	South East Expo	Appropriate funds for Repairs & Maintenance, Liability Ins., WC, and new sign	68,931	68,931
044	6/28/16	28	South East Expo	Appropriate Funds for additional Worker's Compensation.	-	45,000
005	8/25/15	29	E911	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	125,065
018	11/24/15	29	E911	Appropriate funds for electrical upgrade for E911 generator	-	11,000
006	8/25/15	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	681,171
022	11/24/15	30	Economic Development	Appropriate funds for the 2016 OSMPC Grant for Defense Development	193,257	193,257
007	8/25/15	32	Grants, Gifts, & Contributions	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	145,870
031	1/26/16	32	Grants, Gifts, & Contributions	Appropriate funds for additional funds for Mid Year Review.	55,032	55,032
036	4/12/16	32	Grants, Gifts, & Contributions	Appropriate funds for additional funds for Donation for Park at Mike Deak.	25,000	25,000
008	8/25/15	33	CDBG Grants	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	438,238
039	5/10/16	33	CDBG Grants	Appropriate Funds for 2016 CDBG Grant	86,699	173,398
035	3/22/16	35	Fleet Maintenance	Appropriate funds for Repairs and Maintenance covered by insurance reimbursements.	10,038	10,038
045	6/30/16	36	Worker's Compensation	Appropriate Funds for additional Worker's Compensation settlement accepted after last agenda for June.	27,569	27,569
009	8/25/15	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	1,561,237
012	9/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	87,000
015	10/13/15	41	Capital Fund	Appropriate Funds for 20 Inch Water Line Relocate	-	48,820
024	12/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	95,000	95,000
025	1/12/16	41	Capital Fund	Appropriate Funds for additional flood damage done to Sandy Creek Canal.	180,000	180,000
030	1/26/16	41	Capital Fund	Appropriate funds for additional funds for Mid Year Review.	576,490	576,490
032	3/8/16	41	Capital Fund	Appropriate funds for Streets Dump Truck and Softball Complex	53,110	53,110
034	3/22/16	41	Capital Fund	Appropriate Funds for Patrol Vehicles	-	26,000
037	4/12/16	41	Capital Fund	Appropriate funds for matching Donation for the park at Mike Deak and AML system	-	136,221
033	3/22/16	42	Federal Forfeiture	Appropriate Funds for Patrol Vehicles	-	5,000
011	8/25/15	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to 2014-15	-	21,236
038	5/10/16	46	Storm Water Fund	Appropriate Funds for Drainage Projects: Swan Lane, North Main, Preakness Ave., Village Blvd.	207,000	207,000
					15,039,414	27,443,350



McAlester City Council

AGENDA REPORT

Meeting Date:	July 12, 2016	Item Number:	2
Department:	Finance		
Prepared By:	Toni Ervin	Account Code:	
Date Prepared:	July 5, 2016	Budgeted Amount:	
		Exhibits:	3

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; 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 <i>PJS</i>	7-7-16

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,
AMENDING ORDINANCE NO. 2568 WHICH ESTABLISHED THE
BUDGET FOR FISCAL YEAR 2016-17; 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 2016-2017 beginning July 1, 2016 and ending June 30, 2017; 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 2016-2017 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 2016-2017 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-2, 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 2016-2017 Budget.

SECTION 2: All portions of the existing FY 2016-2017 Budget, Ordinance No. 2568 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 _____
John Browne, 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
30	40625		Reimbursements	-	25,000	25,000
						-
			Total		25,000	

[illegible]

*** Does not include appropriated fund balance.

Appropriate funds for reimbursement from MDSA funds.

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1117-001

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
41	40999		Fund Balance	-	90,000	90,000
						-
			Total		90,000	

[illegible]

Original Budget - Revenues ***	\$ 848,810
Amendments	
Current Budget - Revenues	\$ 848,810
Original Budget - Expenditures	\$ 848,810
Amendments	90,000
Current Budget - Expenditures	\$ 938,810

A1117-002



McAlester City Council

AGENDA REPORT

Meeting Date: 07/12/2016
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 06/29/2016

Item Number: 3
Account Code:
Budgeted Amount:
Exhibits: 3

Subject

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

Recommendation

Motion to approve the purchase of 6 new SCBA Mask. The cost of the masks not to exceed \$5000.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Discussion

The fire department would like to purchase 6 new SCBA Masks for the firefighters. The money to be used from the city's portion of the county quarter cent excise tax for fire services.

Approved By

		Initial	Date
Department Head	B Brewer	BB	06/29/2016
City Manager	P. Stasiak	<i>PJS</i>	7-7-16



"Protection of Life and Property is Our Goal"

Fire & Safety Co., Inc.

Quotation

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

To: McAlester FD

Quotation Date:	05/26/2016
Estimated Ship Date:	30 Days ARO
Shipped Via:	Best Way
F.O.B.	Fire Dept.
Terms:	Net 30

Quantity	Description	Unit Price	Total
6	ISI - S-02-C - Airswitch mask with red mask bag. Small, Medium or Large.	\$825.00	\$4,950.00
	No Shipping Charges.	Shipping	0.00

Richard Payne

Richard Payne--Sales Manager

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

7/6/2016
1:51:37PM

Appropriation Ledger

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

Fiscal Year 2015-2016

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/6/2015	CARRYOVER BALANCE			\$74776.77				74,776.77	0.00	74,776.77
	7/30/2015	VICARS FURNITURE	000867	\$6,000.00					74,776.77	6,000.00	68,776.77
	8/3/2015	MONTHLY APPROPRIATION			\$5180.54	JULY 2015			79,957.31	6,000.00	73,957.31
	8/10/2015	TRANSFER			\$1726.20	TRANSFER FROM FD-GNCRK-2			81,683.51	6,000.00	75,683.51
	8/17/2015	TECH RESQ	001399	\$3,800.00					81,683.51	9,800.00	71,883.51
	8/27/2015	THE FIRE STORE	001694	\$1,478.94					81,683.51	11,278.94	70,404.57
	9/8/2015	MONTHLY APPROPRIATION			\$5403.75	AUGUST 2015			87,087.26	11,278.94	75,808.32
	9/14/2015	VICARS FURNITURE	000867			\$6,000.00	9/24/2015	000261	81,087.26	5,278.94	75,808.32
	9/21/2015	WEDDLE SIGNS	002373	\$1,212.00					81,087.26	6,490.94	74,596.32
	9/21/2015	MUSKOGEE COMMUNICATI	002374	\$3,945.10					81,087.26	10,436.04	70,651.22
	9/21/2015	DEFRANGE AUTO	002377	\$400.00					81,087.26	10,836.04	70,251.22
	9/21/2015	TECH RESQ	001399		\$-2045.00				81,087.26	8,791.04	72,296.22
	9/21/2015	TECH RESQ	001399			\$1,755.00	10/5/2015	000279	79,332.26	7,036.04	72,296.22
	9/28/2015	TRANSFER			\$-10000.00	TRANSFER TO FD-MCAL-3			69,332.26	7,036.04	62,296.22
	10/5/2015	MONTHLY APPROPRIATION			\$4613.33	SEPTEMBER 2015			73,945.59	7,036.04	66,909.55
	10/26/2015	THE FIRE STORE	001694			\$1,478.94	11/5/2015	000409	72,466.65	5,557.10	66,909.55
	11/2/2015	MONTHLY APPROPRIATION			\$5508.47	OCTBOER 2015			77,975.12	5,557.10	72,418.02
	11/16/2015	WEDDLE SIGNS	002373			\$1,212.00	11/30/2015	000490	76,763.12	4,345.10	72,418.02
	11/16/2015	DEFRANGE AUTO	002377			\$400.00	11/30/2015	000491	76,363.12	3,945.10	72,418.02
	12/7/2015	MONTHLY APPROPRIATION			\$5005.47	NOVEMBER 2015			81,368.59	3,945.10	77,423.49
	1/4/2016	MONTHLY APPROPRIATION			\$4534.92	DECEMBER 2015			85,903.51	3,945.10	81,958.41
	2/1/2016	MONTHLY APPROPRIATION			\$5432.06	JANUARY 2016			91,335.57	3,945.10	87,390.47
	2/11/2016	MOTOROLA SOLUTIONS	006388	\$777.60					91,335.57	4,722.70	86,612.87
	2/16/2016	MUSKOGEE COMMUNICATI	002374		\$-9.00				91,335.57	4,713.70	86,621.87
	2/16/2016	MUSKOGEE COMMUNICATI	002374			\$3,936.10	3/17/2016	000843	87,399.47	777.60	86,621.87
	3/7/2016	MONTHLY APPROPRIATION			\$4982.00	FEBRUARY 2016			92,381.47	777.60	91,603.87
	3/7/2016	TRANSFER			\$-10000.00	TRANSFER TO FD-MCAL-3			82,381.47	777.60	81,603.87
	3/9/2016	OK FIRE	007140	\$4,598.50					82,381.47	5,376.10	77,005.37
Year Total:				\$22,212.14	\$-2,054.00	\$14,782.04			\$82,381.47	\$5,376.10	\$77,005.37

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

7/6/2016
1:51:37PM

Appropriation Ledger
Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
Fiscal Year 2015-2016

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	3/30/2016	PENGUIN MANAGEMENT IN	007811	\$228.78					82,381.47	5,604.88	76,776.59
	4/4/2016	MONTHLY APPROPRIATION			\$5610.07	MARCH 2016			87,991.54	5,604.88	82,386.66
	4/11/2016	MOTOROLA SOLUTIONS	006388			\$777.60	4/26/2016	001112	87,213.94	4,827.28	82,386.66
	4/18/2016	PENGUIN MANAGEMENT IN	007811			\$228.78	4/29/2016	001161	86,985.16	4,598.50	82,386.66
	4/25/2016	OK FIRE	007140		\$-365.50				86,985.16	4,233.00	82,752.16
	4/25/2016	OK FIRE	007140			\$4,233.00	5/5/2016	001202	82,752.16	0.00	82,752.16
	5/2/2016	MONTHLY APPROPRIATION			\$5206.35	APRIL 2016			87,958.51	0.00	87,958.51
	6/6/2016	MONTHLY APPROPRIATION			\$4771.27	MAY 2016			92,729.78	0.00	92,729.78
	6/6/2016	Range Totals:		\$22,440.92	\$-2,419.50	\$20,021.42					

Year Total: \$22,440.92 \$-2,419.50 \$20,021.42

\$92,729.78 \$0.00 \$92,729.78

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

Page 2 of 2

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

7/6/2016
1:51:52PM

Appropriation Ledger

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

Fiscal Year 2015-2016

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/6/2015	CARRYOVER BALANCE			\$8369.23	CARRYOVER FROM 2014-2015			8,369.23	0.00	8,369.23
	9/21/2015	MUSKOGEE COMMUNICATI	002375	\$1,268.00					8,369.23	1,268.00	7,101.23
	9/21/2015	DEFRANGE AUTO	002376	\$2,125.00					8,369.23	3,393.00	4,976.23
	9/28/2015	TRANSFER			\$10000.00	TRANSFER FROM FD-MCAL-2			18,369.23	3,393.00	14,976.23
	10/2/2015	CHIEF FIRE & SAFETY	002763	\$5,835.00					18,369.23	9,228.00	9,141.23
	11/16/2015	DEFRANGE AUTO	002376			\$2,125.00	11/30/2015	000492	16,244.23	7,103.00	9,141.23
	11/23/2015	CHIEF FIRE & SAFETY	002763		\$-20.00				16,244.23	7,083.00	9,161.23
	11/23/2015	CHIEF FIRE & SAFETY	002763			\$5,815.00	12/2/2015	000522	10,429.23	1,268.00	9,161.23
	2/1/2016	RESCUE RESPONSE GEAR	006018	\$5,565.30					10,429.23	6,833.30	3,595.93
	2/11/2016	CHIEF FIRE & SAFETY	006387	\$845.00					10,429.23	7,678.30	2,750.93
	3/7/2016	TRANSFER			\$10000.00	TRANSFER FROM FD-MCAL-2			20,429.23	7,678.30	12,750.93
	3/7/2016	MUSKOGEE COMMUNICATI	002375			\$1,268.00	3/23/2016	000941	19,161.23	6,410.30	12,750.93
	4/11/2016	RESCUE RESPONSE GEAR	006018		\$100.00				19,161.23	6,510.30	12,650.93
	4/11/2016	CHIEF FIRE & SAFETY	006387		\$20.00				19,161.23	6,530.30	12,630.93
	4/11/2016	RESCUE RESPONSE GEAR	006018			\$5,665.30	4/29/2016	001113	13,495.93	865.00	12,630.93
	4/11/2016	CHIEF FIRE & SAFETY	006387			\$865.00	4/25/2016	001114	12,630.93	0.00	12,630.93
	4/11/2016	Range Totals:		\$15,638.30	\$100.00	\$15,738.30					

Year Total:

\$15,638.30

\$100.00

\$15,738.30

\$12,630.93

\$0.00

\$12,630.93

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

Page 1 of 1

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McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 12, 2016</u>	Item Number:	<u>4</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Kevin Hardwick, Eng. Tech.</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 6, 2016</u>	Exhibits:	<u>2</u>

Subject

Consider and act upon, accepting the bid amount of \$167,610.00 from H&G Paving Contractors for the Phase 1 Street Improvements to Village Boulevard, and authorizing the Mayor to sign the Notice of Award to H&G Paving Contractors to perform the work.

Recommendation

The recommendation is to enter into an agreement with H&G Paving Contractors for the Total Bid equal to \$167,610.00 for the Phase 1 improvements to Village Boulevard.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

7-7-16



June 28, 2016

City of McAlester/McAlester PWA
Attn: Pete Stasiak – City Manager
P.O. Box 524
McAlester, Ok 74502

Re: Village Blvd. Street Imp; Phase I
Letter of Recommendation; Notice of Award

Dear Mr. Stasiak:

The above referenced project was bid at 10:00 a.m., on June 28, 2016, at the McAlester City Hall. Two (2) 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. Greg Hornbuckle of H&G Paving Contractors was the apparent low bidder with a bid of \$167,610.00.

We recommend that the City of McAlester/McAlester PWA award the contract to H&G Paving Contractors in the amount of \$167,610.00.

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-16-07

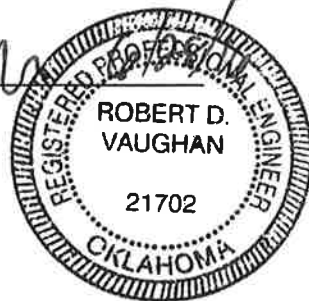
CITY OF MCALESTER
VILLAGE BLVD PHASE I IMPROVEMENTS
TUESDAY, JUNE 28, 2016 @ 10:00 A.M.

BID TABULATION

BASE BID				H&G Paving Contractors P.O. Box 624 Muskogee, Ok 74402		Katcon, Inc. 1047 Collins Road McAlester, Ok 74501	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Gravel Base	1,050	CY	\$95.00	\$99,750.00	\$95.57	\$100,348.50
2	Asphalt Superpave S4 (PG64-22)	500	TN	\$79.00	\$39,500.00	\$95.55	\$47,775.00
3	Prime Coat	1,200	GN	\$1.00	\$1,200.00	\$2.35	\$2,820.00
4	Geotextile Separator Fabric	2,860	SY	\$6.00	\$17,160.00	\$3.40	\$9,724.00
5	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$18,875.00	\$18,875.00
TOTAL AMOUNT OF BASE BID					\$167,610.00		\$179,542.50

Infrastructure Solutions Group, LLC


 Robert Vaughan, P.E.
 Branch Manager
 RV/ks MC-16-07



NOTICE OF AWARD

TO: H&G Paving Contractors
P.O. Box 624
Muskogee, Ok 74402

Project Description: Village Blvd. Street Improvements, Phase I

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 22, 2016 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
One Hundred Sixty-Seven Thousand, Six Hundred and Ten Dollars ----- (\$167,610.00).

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/McAlester PWA
OWNER

By: _____

Title: Mayor/Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by H&G Paving Contractors this ____ day of _____, 20_____.

By: _____ Title: _____

NOTICE OF AWARD

TO: H&G Paving Contractors
P.O. Box 624
Muskogee, Ok 74402

Project Description: Village Blvd. Street Improvements, Phase I

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

Dated this _____ day of _____, 20__.

City of McAlester/McAlester PWA
OWNER

By: _____

Title: Mayor/Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by H&G Paving Contractors this ____ day of _____, 20__.

By: _____

Title: _____



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2016 Item Number: 5
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: July 7, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorization of the Mayor to hire Infrastructure Solutions Group, LLC for the Engineering to replace the High Service Motor Control Center (MCC Controls) at the Water Treatment Plant and to sign the Work Order for Professional Service in the amount of \$32,500.00.

Recommendation

Staff recommends authorizing the Mayor to sign the attached agreement with Infrastructure Solutions Group, LLC in the amount of \$32,500.00, Option 2 of the attached schedule.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

7-7-16



July 5, 2016

Pete Stasiak – City Manager
City of McAlester
P.O. Box 578
McAlester, Ok 74502-0578

Re: High Service Pump Motor Control Center (MCC) Replacement
Work Order MC-16-22

Dear Mr. Stasiak:

Infrastructure Solutions Group has investigated the options for the Engineering to replace the High Service Pump Motor Control Center. Included is a Table showing the three options. Option #1 from Severn Trent is for \$48,625.00 plus hourly rate for construction support. Option 2 is from Infrastructure Solutions Group for \$32,500.00 and Option 3 is for the City of McAlester to hire an Electrical Engineer directly and then perform the bidding and construction management with support from the Electrical Engineer for \$22,500.00.

We are recommending Option 2 for \$32,500.00. Please note that none of the above Options include Resident Project Representative which we can provide at an hourly rate.

Enclosed please find four (4) copies of the Work Order for Professional Service on the referenced project. Please place the Work Order on the agenda for approval at your next meeting. If this Work Order is agreeable, please have the mayor sign and have his signature attested on all four (4) copies. Please return three (3) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 and retain the other copy for your records.

Thank you and we look forward to working with you on this project. If you have any questions, please feel free to call me at (918) 420-5500.

Sincerely,
Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

DB/ks

Project #: MC-16-22



High Service Pump Motor Control Center (MCC) Replacement Engineering Fees Options

7/1/2016

		Design	Engineering Coordination Engineering Design Support	Bidding	Bidding Support	Construction Observation and Support	Construction Support	Total Project Engineering Fees
Option 1	Severn Trent	\$ 4,320.00	\$ 13,605.00	City		Hourly (Estimated \$8,850.00)		\$ 17,925.00 +
	Burns McDonnell (SubContractor)	\$ 26,200.00		City	\$ 4,500.00		Hourly (Estimated \$12,500)	\$ 30,700.00 +
	Totals	\$ 30,520.00	\$ 13,605.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 48,625.00 +

		Design	Design Support	Bidding	Bidding Support	Construction Management	Construction Support	Total Project Engineering Fees
Option 2	Infrastructure Solutions Group		\$ 2,700.00	\$ 3,250.00		\$ 4,050.00		\$ 10,000.00
	Brown Engineering (SubContractor)	\$ 18,000.00			\$ 1,125.00		\$ 3,375.00	\$ 22,500.00
	Totals	\$ 18,000.00	\$ 2,700.00	\$ 3,250.00	\$ 1,125.00	\$ 4,050.00	\$ 3,375.00	\$ 32,500.00

		Design	Design Support	Bidding	Bidding Support	Construction Management	Construction Support	Total Project Engineering Fees
Option 3	City of McAlester		City	City		City		City
	Brown Engineering (Design Engineer)	\$ 18,000.00			\$ 1,125.00		\$ 3,375.00	\$ 22,500.00
	Totals	\$ 18,000.00	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 3,375.00	\$ 22,500.00



WORK ORDER FOR PROFESSIONAL SERVICES
City of McAlester / McAlester Public Works Authority
Project Number MC-16-22

This will constitute authorization by the City of McAlester / McAlester Public Works Authority (Owner) for Infrastructure Solutions Group, LLC, (Engineer) to proceed with the following described as "Project":

Project Name: High Service Pump Motor Control Center (MCC) Replacement.

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Resident Project Representative (RPR) during construction under separate contract on an hourly basis.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be compensated on a Lump Sum basis in the amount of \$32,500.00.

APPROVED:
City of McAlester/McAlester PWA

By: _____
John Browne
Mayor

ATTEST:

DATE: _____

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Dale Burke, P.E.
President

ATTEST: _____
Robert Vaughan, P.E.
Project Manager



**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

**WORK ORDER FOR PROFESSIONAL SERVICES
City of McAlester / McAlester Public Works Authority
Project Number MC-16-22**

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For performing the services described, the Engineer is to be compensated on a Lump Sum basis in the amount of \$32,500.00.

APPROVED:
City of McAlester/McAlester PWA

By: _____
John Browne
Mayor

ATTEST:

DATE: _____

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Dale Burke, P.E.
President

ATTEST: _____
Robert Vaughan, P.E.
Project Manager



WORK ORDER FOR PROFESSIONAL SERVICES
City of McAlester / McAlester Public Works Authority
Project Number MC-16-22

This will constitute authorization by the City of McAlester / McAlester Public Works Authority (Owner) for Infrastructure Solutions Group, LLC, (Engineer) to proceed with the following described as "Project":

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- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be compensated on a Lump Sum basis in the amount of \$32,500.00.

APPROVED:
City of McAlester/McAlester PWA

By: _____
John Browne
Mayor

ATTEST:

DATE: _____

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Dale Burke, P.E.
President

ATTEST: _____
Robert Vaughan, P.E.
Project Manager



WORK ORDER FOR PROFESSIONAL SERVICES
City of McAlester / McAlester Public Works Authority
Project Number MC-16-22

This will constitute authorization by the City of McAlester / McAlester Public Works Authority (Owner) for Infrastructure Solutions Group, LLC, (Engineer) to proceed with the following described as "Project":

Project Name: High Service Pump Motor Control Center (MCC) Replacement.

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- Resident Project Representative (RPR) during construction under separate contract on an hourly basis.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be compensated on a Lump Sum basis in the amount of \$32,500.00.

APPROVED:
City of McAlester/McAlester PWA

By: _____
John Browne
Mayor

ATTEST:

DATE: _____

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Dale Burke, P.E.
President

ATTEST: _____
Robert Vaughan, P.E.
Project Manager



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 12, 2016</u>	Item Number:	<u>6</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Toni Ervin/Pete Stasiak</u>	Account Code:	<u></u>
Date Prepared:	<u>July 5, 2016</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Consider and act upon, authorizing the Mayor to sign Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years.

Recommendation

Staff recommends authorizing the Mayor to sign Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years.

Discussion

See attached letter from First National Bank.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>7-7-16</u>



To whom it may concern,

First National Bank & Trust has approved and is offering the following terms on the Water Plant Electrical System Update. These rates are based on tax exempt status. Please call our offices with any questions 918-426-2922.

Loan Amount: \$328,000
Fixed Term: 5 yrs.
Amortization: 5 yrs.
Rate: 3.95%

Loan Amount: \$328,000
Fixed Term: 4 yrs.
Amortization: 4 yrs.
Rate: 3.45%

Sincerely,

A handwritten signature in black ink, appearing to read "Sayer Brenner". The signature is fluid and cursive, with a large initial "S" and a long, sweeping tail.

Sayer Brenner
Sr. Vice President- Commercial Lending
First National Bank & Trust – McAlester
235 E Choctaw



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: City Council
Peter Stasiak for Mayor
Prepared By: Browne
Date Prepared: July 6, 2016

Item Number: 7
Account Code: N/A
Budgeted Amount: N/A
Exhibits: NA

Subject

Discussion and possible action to approve authorization for Mayor Browne and Councilman Garvin to meet with State Representatives Renegar, Condit and Department of Corrections to formally discuss the return of the electric chair of McAlester.

Recommendation

Motion to approve the authorization of Mayor Browne and Councilman Garvin to meet with State Representatives Renegar, Condit and Department of Corrections to formally discuss the return of the electric chair to McAlester.

Discussion

Approved By

Initial

Date

Department Head
Acting City Manager

P. Stasiak

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

July 6, 2016

The McAlester Airport Authority met in Regular session on Tuesday June 28, 2016, at 6:00 P.M. after proper notice and agenda was posted June 24, 2016.

Present: Weldon Smith, Jason Barnett, Travis Read, Robert Karr, Buddy Garvin & John Browne
Absent: None
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 June 14, 2016, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, regarding claims ending June 21, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$277.28. Airport Grant \$ 143,435.15.
- Confirm action taken on City Council Agenda Item B, authorization for the Mayor to sign an Agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. The Staff recommendation is for Option 3 at \$55,569.00. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item C, authorizing the Mayor to approve and sign a Business Customer Service Agreement between the City of McAlester and U.S. Cellular for wireless telecommunication services and equipment. (*James Stanford, IT Computer Support Specialist*)
- Confirm action taken on City Council Agenda Item 2, 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, CFO*)
- Confirm action taken on City Council Agenda Item 4, Amendment No. 9S to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Additional Construction Inspection for Project 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement". (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 5, acceptance of Project 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", completed by Bronze Oak, LLC and authorizing the Mayor to sign the necessary acceptance forms. (*Peter Stasiak, City Manager*)

- Confirm action taken on City Council Agenda Item 6, Amendment No. 10 to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide consulting services, including plans and specifications for Project 3-40-0057-014-2016 “Install New Rotating Beacon and Fencing”. *(Peter Stasiak, City Manager)*

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

AYE: Trustees Smith, Read, Karr, Barnett, Garvin & 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, Karr, Read, Garvin & Chairman Browne

NAY: None

Chairman John Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

The McAlester Public Works Authority met in Regular session on Tuesday June 28, 2016, at 6:00 P.M. after proper notice and agenda was posted June 24, 2016.

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

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

- Approval of the Minutes from the June 14, 2016, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, regarding claims ending June 21, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$213,102.04.
- Confirm action taken on City Council Agenda Item B, authorization for the Mayor to sign an Agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. The Staff recommendation is for Option 3 at \$55,569.00. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item C, authorization for the Mayor to approve and sign a Business Customer Service Agreement between the City of McAlester and U.S. Cellular for wireless telecommunication services and equipment. (*James Stanford, IT Computer Support Specialist*)
- Confirm action taken on City Council Agenda Item 2, 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, CFO*)
- Confirm action taken on City Council Agenda Item 7, authorization of a Professional Services Agreement between the City of McAlester and Infrastructure Solutions Group, LLC for construction management and a Resident Project Representative for the Washington Avenue Reconstruction Project. (*Peter Stasiak, City Manager*)

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

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

Chairman Browne declared the motion carried.

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

AYE: Trustees Smith, Barnett, Karr, Read, Garvin & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary