



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, June 27, 2017 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

John Browne	Mayor
Weldon Smith	Ward One
Cully Stevens	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 May 23, 2017, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the June 6, 2017 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for June 7, 2017 through June 20, 2017. *(Toni Ervin, Chief Financial Officer)*
- 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 Samsung iDCS Digital and Analog Telephone sets located at City Hall. *(James Stanford, IT Computer Support Specialists)*
- E. 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)*
- F. 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)*
- 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 a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000, *(Stephanie Giacomo, Director)*
- I. 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. *(Pam Pulchny, Executive Director)*

- J. 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. *(Brenda Baxter, President)*
- K. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2017/2018 funding in the amount of \$50,000. *(Kevin Smith, Chairman, Board of County Commissioners)*
- L. Consider and act upon, authorizing the Mayor to ratify and approve the Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(David Horinek, Public Works Director)*
- M. Consider and act upon, authorizing the Mayor to sign an agreement with "Feed the Need Foundation for Rural Oklahoma" (KEDDO) for funding of the City of McAlester's Title III nutrition centers. *(Mel Priddy, Community Services Director)*
- N. 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. *(Christi John, President)*
- O. Concur with the Mayor's reappointment of Carl Gullick to the Audit & Finance Advisory Committee for a term to expire March, 2021. *(John Browne, Mayor)*
- P. Consider and act upon, authorizing the Mayor to sign agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*
- Q. Consider and act upon, approval and authorization for the Mayor to sign a Professional Consulting Services Agreement with LBR Inc. for the McAlester Regional Airport. *(George Marcangeli, Special Projects Engineer)*
- R. Consider and act upon, 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)*
- S. 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. *(Mel Priddy, Community Services Director)*
- T. Consider and act upon, authorizing the Mayor to sign an Agreement for the 2017 Junior Sunbelt Classic between McAlester Public Schools and the City of McAlester for funding in the amount of \$15,000. *(Peter Stasiak, City Manager)*

- U. Consider and act upon, to approve and authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions, LLC for a twelve month term from July 1, 2017 through June 30, 2018. *(Kirk Ridenour, Director, Economic Development)*

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.

A PUBLIC HEARING ON FY-17 CDBG SMALL CITIES GRANT; FOR PROPOSED WATERLINE REPLACEMENTS PROJECT.

AN ORDINANCE TO CLOSE THE PUBLIC WAYS AND EASEMENTS THAT LIES IN THE NORTHERLY 30 FEET OF LOT 92; AND THE EASTERLY 30 FEET OF LOT 92 LYING NORTH OF U.S. HIGHWAY NO. 69; AND THE SOUTHERLY 30 FEET OF LOT 68; AND THE EASTERLY 30 FEET OF THE SOUTHERLY 182.39 FEET OF LOT 68; AND THE WESTERLY 30 FEET OF THE SOUTHERLY 180.99 FEET OF LOT 68; IN TOWNSITE ADDITION NO. 4, IN PITTSBURG COUNTY, STATE OF OKLAHOMA.

SCHEDULED BUSINESS

1. Consider and act upon, adopting Citizen's Participation Plan for FY-2017 CDBG Project. *(Millie Vance, Millie Vance Inc.)*

Executive Summary

Motion to approve Citizen's Participation Plan for FY-2017 CDBG Project.

2. Consider and act upon, adopting a Resolution to apply for FY-2017 CDBG Grant. *(Millie Vance, Millie Vance Inc.)*

Executive Summary

Motion to adopt a Resolution to apply for FY-2017 CDBG Grant.

3. Consider and act upon, adopting a Resolution on Leveraged/Matching funds for FY-2017 CDBG Waterline Replacement Project. *(Millie Vance, Millie Vance Inc.)*

Executive Summary

Motion to adopt a Resolution on Leveraged/Matching funds for FY-2017 CDBG Waterline Replacement Project.

4. Consider and act upon, adopting a Residential Anti-Displacement Plan for FY-2017 CDBG Waterline Replacement Project. *(Millie Vance, Millie Vance Inc.)*

Executive Summary

Motion to adopt a Residential Anti-Displacement Plan for FY-2017 CDBG Waterline Replacement Project.

5. Consider and act upon, approval and authorizing the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2017 CDBG grant application and administer project. *(Millie Vance, Millie Vance Inc.)*

Executive Summary

Motion to approve and authorize the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2017 CDBG grant application and administer project.

6. Consider and act upon, an Ordinance to close the public ways and easements in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma subject to the special condition that a utility easement be maintained for the City of McAlester's existing water and sewer mains within the easement to be closed. *(Jayme Clifton, Director, Community Development)*

Executive Summary

Motion to approve and act upon the Ordinance to close the public ways and easements in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma subject to the special condition that a utility easement be maintained for the City of McAlester's existing water and sewer mains within the easement to be closed and to authorize the Mayor to sign the Ordinance.

7. Discussion and update on Financials. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Discussion.

8. Discussion of McAlester Code of Ordinances Sec. 102-112, Ordinance 2137, Operation of Golf Carts on City Streets. *(Jason Barnett, Councilman Ward 6)*

Executive Summary

Discussion.

9. Consider and act upon, to approve the selection of Guernsey as the most suitable firm for the update of the City of McAlester Comprehensive Plan and to authorize staff to begin negotiations with Guernsey for the efforts of negotiating a contract for review, consideration, and approval by the Council. *(Jayme Clifton, Director, Community Development)*

Executive Summary

Motion to approve the selection of Guernsey as the most suitable firm for the update of the City of McAlester Comprehensive Plan and to authorize staff to begin negotiations with Guernsey, for the efforts of negotiating a contract for review, consideration, and approval by the Council.

10. Consider and act upon, declaring a 2015 Ford Explorer, vin. #8882, surplus property in accordance with the Code of Ordinances Sec. 2-410 and authorize the City Manager to accept insurance settlement. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to declare a 2015 Ford Explorer, vin. #8882, surplus property and authorize the acceptance of insurance settlement.

11. Consider and act upon, to authorize the execution of a third Professional Services Agreement with The Spectrum Group to provide technical and logistical assistance to establish the goals, objectives, and timing of the 2017 Annual Stampede Event and to provide Legislative/Department of Defense monitoring and advocacy services. *(Kirk Ridenour, Director, Economic Development)*

Executive Summary

Motion to approve and authorize the execution of the FY18 Professional Services Agreement with the The Spectrum Group.

12. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with KATCON, Inc. for construction of Tributary "B" Canal, 2017 Repair Project #1 and accept the project as completed. *(David Horinek, Public Works Director)*

Executive Summary

Motion to approve final payment for the Tributary "B" Canal, 2017 Repair Project #1 to KATCON, Inc. and accept the project as completed.

13. Consider and act upon, accepting the bid amount of \$48,300.00 from Gipson Construction to replace a portion of 36" Storm Water Drainage Pipe at 1510 S Main Street, and authorizing the Mayor to sign the Notice of Award and the Agreement to Gipson Construction. *(David Horinek, Public Works Director)*

Executive Summary

The recommendation is to enter into an agreement with Gipson Construction for the Total Bid equal to \$48,300.00, to replace a portion of the 36" Storm Water Drainage Pipe at 1510 S Main Street.

14. Consider and act upon, authorizing the purchase of one new and unused 2017 Police Pursuit Dodge Charger for \$22,352.00 on State of Oklahoma Vehicle Contract SW35 pursuant to Section 2-382 of the McAlester City Code. *(Darrell Miller, Deputy Chief of Police)*

Executive Summary

Motion to approve the purchase of one new and unused 2017 Dodge Charger.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 13, 2017, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending June 20, 2017. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item P, authorization for the Mayor to sign agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item Q, approval and authorization for the Mayor to sign a Professional Consulting Services Agreement with LBR Inc. for the McAlester Regional Airport. *(George Marcangeli, Special Projects Engineer)*
- Confirm action taken on City Council Agenda Item R, 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 9, to approve the selection of Guernsey as the most suitable firm for the update of the City of McAlester Comprehensive Plan and to authorize staff to begin negotiations with Guernsey for the efforts of negotiating a contract for review, consideration, and approval by the Council. *(Jayme Clifton, Director, Community Development)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the June 13, 2017, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending June 20, 2017. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item L, authorization for the Mayor to ratify and approve the Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. (*David Horinek, Public Works Director*)
- Confirm action taken on City Council Agenda Item P, authorization for the Mayor to sign agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item R, 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 1, adoption of a Citizen's Participation Plan for FY-2017 CDBG Project. (*Millie Vance, Millie Vance Inc.*)
- Confirm action taken on City Council Agenda Item 2, adoption of a Resolution to apply for FY-2017 CDBG Grant. (*Millie Vance, Millie Vance Inc.*)
- Confirm action taken on City Council Agenda Item 3, adoption of a Resolution on Leveraged/Matching funds for FY-2017 CDBG Waterline Replacement Project. (*Millie Vance, Millie Vance Inc.*)
- Confirm action taken on City Council Agenda Item 4, adoption of a Residential Anti-Displacement Plan for FY-2017 CDBG Waterline Replacement Project. (*Millie Vance, Millie Vance Inc.*)
- Confirm action taken on City Council Agenda Item 5, approval and authorization for the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2017 CDBG grant application and administer project. (*Millie Vance, Millie Vance Inc.*)
- Confirm action taken on City Council Agenda Item 6, an Ordinance to close the public ways and easements in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma subject to the special condition that a utility easement be maintained for the City of

McAlester's existing water and sewer mains within the easement to be closed. *(Jayme Clifton, Director, Community Development)*

- Confirm action taken on City Council Agenda Item 9, approval of the selection of Guernsey as the most suitable firm for the update of the City of McAlester Comprehensive Plan and to authorize staff to begin negotiations with Guernsey for the efforts of negotiating a contract for review, consideration, and approval by the Council. *(Jayme Clifton, Director, Community Development)*
- Confirm action taken on City Council Agenda Item 12, authorization for the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with KATCON, Inc. for construction of Tributary "B" Canal, 2017 Repair Project #1 and accept the project as completed. *(David Horinek, Public Works Director)*
- Confirm action taken on City Council Agenda Item 13, acceptance of the bid amount of \$48,300.00 from Gipson Construction to replace a portion of 36" Storm Water Drainage Pipe at 1510 S Main Street, and authorizing the Mayor to sign the Notice of Award and the Agreement to Gipson Construction. *(David Horinek, Public Works Director)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 23, 2017 Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of June, 2017. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2017 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

Council Chambers
Municipal Building
May 23, 2017

The McAlester City Council met in a Regular session on Tuesday, May 23, 2017, at 6:00 P.M. after proper notice and agenda was posted, May 22, 2017 at 10:53 A.M.

Call to Order

Mayor Browne called the meeting to order.

Aaron Williams gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & John Browne

Absent: None

Presiding: John Browne, Mayor

Staff Present: Peter J. Stasiak, City Manager; Mel Priddy, Community Services Director; David Horinek, Public Works Director; Kirk Ridenour, Economic Development Director; Jayme Clifton, Planning & Community Development Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Mayor Browne read the Mental Health Month proclamation.

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.

Eddie Gray, Tourism Assistant addressed the Council informing them of the tourism awards that the City had received from the Oklahoma Tourism Association. He explained what categories he had submitted nominations in and stated that the City of McAlester's Tourism Department had won awards in "Best Brochure or Publication" and "Outstanding Event" categories. He added that the Choctaw Nation had won four (4) awards in various categories.

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 April 25, 2017, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for May 3, 2017 through May 16, 2017. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$127,832.67; Parking Authority - \$198.06; Nutrition - \$2,548.97; Landfill Res./Sub-Title D - \$1,785.00; Tourism Fund - \$4,244.85; SE Expo Center - \$10,015.66; E-911 - \$15,944.79; Economic Development - \$6,653.74; Grants & Contributions - \$15,317.92; Fleet Maintenance - \$9,668.22; CIP Fund - \$38,990.00; Technology fund - \$11,691.37 and Stormwater Fund - \$51,995.26.
- C. Concur with the Mayor's reappointment of John Goodyear to the McAlester Tree Board for a term to expire September, 2018. *(John Browne, Mayor)*
- D. Concur with the Mayor's reappointments of Ruth Harkins (term to expire December, 2018), Philip Stizza (term to expire December, 2019), and Ryan Braswell (term to expire December, 2019) to the Cemetery Board. *(John Browne, Mayor)*
- E. Consider and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(Peter Stasiak, City Manager)*
- F. Consider and act upon, ratification of Change Order #1 to KATCON, Inc. for the Tributary B Canal 2017 Repair Project in the amount of \$ 8,975.00. *(Peter Stasiak, City Manager)*
- G. Concur with the Mayor's reappointment of Carl Gullick to the Audit & Finance Advisory Committee for a term to expire March, 2021. *(John Browne, Mayor)*

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

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

NAY: None

Mayor Browne declared the motion carried.

Scheduled Business

- 1. Consider and act upon, the City's financial participation and support of the proposed Sertoma Club Sports Complex at Mike Deak Field. *(Aaron Heathcock, Sertoma Club)*

Executive Summary

Discussion and possible action.

Jim Kelly addressed the Council informing them of the recent tournaments that the Sertoma Club had hosted and the amount of visitors that had been brought into the City. He reviewed the proposed renovations to the area near Mike Deak and to the Mike Deak ball field. He

commented on the possible parking issues. He touched on approaching the County and said that he did not have a commitment on what the County could or would do at this time.

There was discussion concerning how close to the actual projections the Club was at, how the ownership of the land would be addressed as the School and the City each owned part of the land, if the Club had approached the Choctaw Nation about contributing, if there was a goal for private contributors, and if the Club could apply for grants.

Councilman Read commented that this was the third time that the Club had been before the Council. He stated that he felt this was a worthy project and it was time for the Council/City to take the lead on this project and furnish some direction and that before the next presentation to have funding options for the Council to consider.

There was further discussion concerning the location, if there was another possible location, how much land was used for soccer, if the City could legally help fund this type of project and needing to upgrade facilities for girl sports as the facilities for the boys were being upgraded.

There was no vote on this item.

2. Discussion and update on Financials. *(Toni Ervin, Chief Financial Officer)*
Executive Summary
Discussion.

Manager Stasiak addressed the Council updating them on the City's financial status as of April 30, 2017. During this update, Manager Stasiak reviewed the revenue for the General Fund explaining that Sales Tax was down approximately \$800,000.00 and Use Tax was up approximately \$700,000.00. He added that the City continued to manage its expenditures which were about 4% under budget. Manager Stasiak then reviewed the McAlester Public Works Authority's revenue and expenses. He explained that the Public Works revenues were down about 3% and the expenditures were down almost 10%. He briefly reviewed the City's Franchise Tax, Hotel/Motel Tax, the Highway 69 Bypass project, and the PSO powerline project. Manager Stasiak informed the Council of the progress that was being made in correcting some of the City's water loss issues.

There was no vote on this item.

3. Consider and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-410 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-411. *(Toni Ervin, Chief Financial Officer, Sheila Norman, Purchasing Fixed Assets)*

Executive Summary

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

Manager Stasiak addressed the Council reviewed the list of proposed vehicles and equipment that the City had deemed no longer in service as follows:

2002 Tymco Street Sweeper VIN. #545286

1992 Chevrolet Suburban VIN. #362093
2007 Dodge Charger VIN. #758583
2005 Ford Crown Victoria VIN. #106908
2000 Ford Crown Victoria VIN. #206781

Manager Stasiak stated that all of these items were worn out.

There was no discussion, and a motion was made by Councilman Smith to declare certain vehicles and equipment as surplus property and authorize the sale of said vehicles and equipment. The motion was seconded by Councilman Stevens, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

4. Consider and act upon, accepting the bid amount of \$127,501.54 from Gipson Construction, and authorizing the Mayor to sign the Notice of Award for the 2016 CDBG Water Improvements Project. *(Robert Vaughan, Infrastructure Solutions Group)*

Executive Summary

The recommendation is to accept the bid from Gipson Construction for a total of \$127,501.54 and authorize the Mayor to sign the Notice of Award for the 2016 CDBG Water Improvements Project.

Manager Stasiak explained that Robert Vaughan was present to handle this item.

Robert Vaughan, P.E. Branch Manager Infrastructure Solutions Group, LLC addressed the Council explaining that at 2:00 P.M. on May 9, 2017 the City had received and opened six (6) bids for the 2016 CDBG Water Improvements Project and that Gipson had been the lowest most qualified of those bids. He informed the Council of the two (2) areas that would be included in this project and explained how those area had to meet specific requirements to qualify. He added that Gipson Construction was currently working on the 2015 CDBG grant project so he was familiar with their work.

There was no further discussion, and a motion to accept the bid from Gipson Construction for a total of \$127,501.54 and authorize the Mayor to sign the Notice of Award for the 2016 CDBG Water Improvements Project was made by Councilman Smith. The motion was seconded by Councilman Stevens, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

5. Consider and act upon, Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$4,449.99, Henry Moss dba Moss Trucking

in the sum of \$13,137.00, and XL Construction, LLC in the sum of \$29,500.00. *(Jayme Clifton, George Estrada, Planning & Community Development)*

Executive Summary

Motion to award Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$4,449.99, Henry Moss dba Moss Trucking in the sum of \$13,137.00, and XL Construction, LLC in the sum of \$29,500.00 and to authorize the Mayor to execute the respective Notice of Awards and Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction, Henry Moss dba Moss Trucking, and XL Construction, LLC.

Manager Stasiak informed the Council that Jayme Clifton had been promoted to Economic Development Director.

Director Clifton addressed the Council explaining that the City had advertised for bids for Building Demolition and Site Clearance Service and received sealed bids on May 5, 2017 at 10:00 A.M. She informed the Council that the three (3) contracts were for ten (10) of the structures that had been condemned in February. She explained that the FY 2016/2017 Demolition Budget balance was \$55,900.00 and these contracts totaled \$47,086.99.

There was no discussion, and Councilman Smith moved to award Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$4,449.99, Henry Moss dba Moss Trucking in the sum of \$13,137.00, and XL Construction, LLC in the sum of \$29,500.00 and to authorize the Mayor to execute the respective Notice of Awards and Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction, Henry Moss dba Moss Trucking, and XL Construction, LLC. The motion was seconded by Vice-Mayor Karr, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported to the Council that the City had received 5.69 inches of rain over the weekend and it had been reported that a couple of homes had gotten water in them. He commented that the City was looking at solutions but some of the houses were built below the grade that they should have been built at. He informed the Council that the Softball Complex had about 1 ½ to 2 feet had come across it and he felt that since the berm had been rebuilt it held better. He added that the normal debris did not collect on the fences this time and it should be up and running for a tournament this coming weekend. He informed the Council that he would be

out of town Friday through Tuesday night and Mel Priddy would be acting City Manager while he was gone.

Remarks and Inquiries by City Council

There were no comments from the City Council.

Mayor's Comments and Committee Appointments

Mayor Browne congratulated Rotary Scholarships: Braden Parker, Gage Watkins, Brandon Dusenberry, Madeline Jarrett, Shaniqua Gibson, McKenzie Brown, JoAnn Kaylan, Bren Vaughan, Dillon Stobaugh and Shaley Bookout. He announced that Grand Avenue Community Center on east Washington is having a summer program that would run from the 30th through July 20th. He stated that it was eight (8) weeks of arts and crafts with free breakfast, lunch and snacks for anyone that would like to participate. He stated that the Italian Festival had been very successful this year.

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

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

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:09 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:10 P.M.

A motion was made by Councilman Smith and seconded by Councilman Stevens to recess the Regular Meeting for an Executive Session in accordance with Title 25, Section 307.B.3 & C.9, for the purpose of conferring on matters pertaining to Economic Development, including transfer or purchase of real property and discussion of option to purchase real property; in accordance with Title 25, Section 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: IAFF and in accordance with Title 25, Section 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.

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

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

NAY: None

Mayor Browne declared the motion carried, and the Regular Meeting was recessed at 7:11 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1 & B.2 et.seq. Oklahoma Statutes, to wit:

- Consider and Act to convene in Executive Session for the purpose of conferring on matters pertaining to Economic Development, including transfer or purchase of real property and discussion of option to purchase real property per Title 25 Oklahoma Statute Sec. 307 B(3) & C(9).
- Proposed Executive Session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: IAFF
- 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 8:44 P.M. Mayor Browne reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Section 307.B.3 & C.9, for the purpose of conferring on matters pertaining to Economic Development, including transfer or purchase of real property and discussion of option to purchase real property; in accordance with Title 25, Section 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: IAFF and in accordance with Title 25, Section 307.B.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak. Only those matters were discussed, no action was taken, and the Council returned to open session at 8:44 P.M., and this constituted the Minutes of the Executive Session.

- Consideration and possible action to approve the City purchasing or entering into a contract for options to purchase real property through Economic Development.
- Consider and act upon, the proposed IAFF Contract.

A motion was made by Councilman Read that the City make an offer on the contract for the Article 14 Merit Increases:

<u>Employee</u>	<u>Step 17-18</u>	<u>Increase 3%</u>	
Bobby Tucker	19-10	\$ 1,761	
Rodney Ragan	15-10	1,567	
Larry Edwards	17-10	1,661	\$ 4,989
<u>Employee</u>	<u>Step 18-19</u>	<u>Increase 3%</u>	
Maurizio Caniglia	17-10	\$ 1,661	
Eric Giles	19-10	1,761	
Rodney Leamy	15-10	1,567	

Heath Marco	17-10	1,661		
Robert Patton	19-10	1,761	\$	8,411

Article 28 Wages, that the parties agree to the same percentage Cost of Living increase as other city employees for the 2017/2018 contract year; that certain classes will not be eligible for incentive pay: HAZ-MAT AWARENESS, HAZ-MAT OPERATIONS, NIMS TRAINING, ON LINE TRAINING, FIREFIGHTER 1, and BASIC EMT; and Article 42 Safe Staffing Levels, be implemented, the parties agree a minimum staffing level of forty (40) bargaining unit employees plus the fire marshal will be the base number of employees for implementing increases in staffing; and specifically no change to Section 6. The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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

Vice-Mayor Karr moved to approve the City Manager's contract with the same language as the previous year. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

Adjournment

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

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

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:46 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
June 6, 2017

The McAlester City Council met in a Special session on Tuesday, June 6, 2017, at 5:30 P.M. after proper notice and agenda was posted, June 5, 2017, at 10:33 A.M.

Call to Order

Mayor Browne called the meeting to order.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, CFO and Cora Middleton, City Clerk

A motion was made by Councilman Smith and seconded by Councilman Garvin to open a Public Hearing to address the proposed fiscal year 2017/2018 Annual Operating Budget. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried and the Public Hearing was opened at 5:31 P.M.

Public Hearing

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

A PUBLIC HEARING ON THE CITY OF MCALESTER PROPOSED FISCAL YEAR 2017-2018 ANNUAL OPERATING BUDGET.

There were no comments, and a motion to close the Public Hearing was made by Councilman Smith. The motion was seconded by Vice-Mayor Karr, and the vote was taken as follows:

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

Mayor Browne declared the motion carried and the Public Hearing was closed at 5:31 P.M.

Scheduled Business

WORKSHOP

1. Discussion of Fiscal Year 2017/2018 Budget.

Manager Stasiak addressed the Council furnishing them an overview of the proposed fiscal year 2017/2018 Operating Budget. He explained the proposed Budget maintained the core competencies provided by the City and maintained the personnel both full-time and part-time with no reductions. He stated that it maintained the benefits including pension. He added that this year the pension would be funded at the actuarial amount of \$450,000.00. He commented that the budget also funded all outside agencies at the FY 2016/2017 levels. Manager Stasiak reviewed the number of employees in the coming year's budget and the proposed changes to various departments. He then turned the proposed budget review over to CFO Ervin.

CFO Ervin addressed the Council explained that included in the packet were the three (3) funds that had been changed since the initial presentation. She explained the changes that had been made to the Employee Retirement Fund, the Bond Trustee Fund and the MPWA Fund.

Manager Stasiak asked CFO Ervin the amount of the projected shortfall for the Dedicated Sales Tax for FY 2017-2018. CFO Ervin commented that it was \$425, 589.00.

Manager Stasiak explained that when the City had previously refinanced the Bonds the Sales Tax had been projected at a 1% annual increase but this year the projection was for a 2.5% decrease.

There was a brief discussion concerning the projected sales tax decrease and a liability that had ended the previous year.

There were no questions or comments from the Audit & Finance Advisory Committee members that were in attendance.

There was no vote on this item.

A motion was made by Councilman Smith and seconded by Councilman Read to recess the Special Meeting for an Executive Session in accordance with Title 25, Section 307.B.3 and C.9, for the purpose of conferring on matters pertaining to Economic Development, including transfer or purchase of real property and discussion of option to purchase real property. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Garvin, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Special Meeting was recessed at 5:43 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.3 & C.9 et.seq. Oklahoma Statutes, to wit:

- Consider and Act to convene in Executive Session for the purpose of conferring on matters pertaining to Economic Development, including transfer or purchase of real property and discussion of option to purchase real property per Title 25 Oklahoma Statute Sec. 307 B(3) & C(9).

Reconvene into Open Session

The Special Meeting was reconvened at 6:35 P.M. Mayor Browne reported that the Council had recessed the Special Meeting for an Executive Session in accordance with Title 25, Section 307.B.3 and C.9, for the purpose of conferring on matters pertaining to Economic Development, including transfer or purchase of real property and discussion of option to purchase real property. Only that matter was discussed, no action was taken, and the Council returned to open session at 6:35 P.M., and this constituted the Minutes of the Executive Session.

- Consideration and possible action to approve the City purchasing or entering into a contract for options to purchase real property through Economic Development

Councilman Read moved to exercise the 180 day Option to Purchase property at 14th Street and Highway 69 Bypass for \$600,000.00. The motion was seconded by Councilman Garvin.

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

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

NAY: Councilman Stevens

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 Stevens.

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

AYE: Councilman Smith, Stevens, Garvin, Read, Karr & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 6:36 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**June 7, 2017
Thru
June 20, 2017**

PACKET : 15417 15422 15431
VENDOR SFT: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1	MISC VENDOR					
	TIMMY HYSLOP	I-201706149900	01 -5865331	EMPLOYEE TRAV TIMMY HYSLOP: CDL TEST	083433	72.26
	MIKE CANIGLIA	I-201706199909	01 -5431331	EMPLOYEE TRAV MIKE CANIGLIA: OSFA CONVENTION	083434	218.87
	RODNEY LEAMY	I-201706199910	01 -5431331	EMPLOYEE TRAV RODNEY LEAMY: OSFA CONVENTION	083435	144.45
01-A00267	AIRGAS, INC					
		I-9064007561	01 -5543316	REPAIRS & MAI BOTLE RENTALS-POOLS	083436	32.61
		I-9064059818	01 -5543316	REPAIRS & MAI BOTLE RENTALS-POOLS	083436	52.57
		I-9064106034	01 -5432202	OPERATING SUP MISC SUPPLIES	083438	162.63
		I-9945383699	01 -5542203	REPAIRS & MAI BOTLE RENTALS-PARKS	083438	73.82
		I-9945383699	01 -5543316	REPAIRS & MAI BOTLE RENTALS-POOLS	083438	20.35
		I-9945383702	01 -5543316	REPAIRS & MAI BOTLE RENTALS-POOLS	083438	29.13
01-A00362	VYVE BROADBAND					
		I-201706089884	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	083397	69.95
		I-201706089884	01 -5320328	INTERNET SERV INTERNET SVS-STIP CENTER	083397	77.49
		I-201706149895	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	083426	75.97
		I-201706149895	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	083426	75.97
		I-201706149895	01 -5865328	INTERNET SERV INTERNET SVS-STREETS T/C	083426	75.96
		I-201706149895	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #3	083426	62.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-34385	01 -2105	COLLECTION AG COURT COLLECTION FEES-MAY 2017	083441	9,801.75
01-A00751	ATWOODS					
		C-3810/9	01 -5544203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083442	10.80-
		I-3807/9	01 -5544203	REPAIRS & MAI MISC REPAIR AND MAINT ITE	083442	29.90
		I-3809/9	01 -5544203	REPAIRS & MAI MISC REPAIR AND MAINT ITE	083442	80.29
		I-3831/9	01 -5542203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083442	111.96
		I-3832/9	01 -5547203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083442	34.90
		I-3833/9	01 -5542203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083442	50.08
		I-3837/9	01 -5544203	REPAIRS & MAI MISC REPAIR AND MAINT ITE	083442	37.94
		I-3856/9	01 -5542203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083442	26.99
01-B00180	UNION IRON WORKS, INC.					
		I-S2002661.001	01 -5548203	REPAIRS & MAJ REPAIR & MAINT SUPPLIES	083444	5.67
		I-S2004691.001	01 -5548203	REPAIRS & MAJ REPAIR & MAINT SUPPLIES	083444	35.64
01-B00243	BIG V FEED, INC					
		I-51500	01 -5322202	OPERATING SUP DOG FOOD - K9	083445	75.75
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2206631.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083446	25.04
		I-S2208688.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083446	96.74
01-C00100	CLEET					
		I-201706079875	01 -2100	CLEET PAYABLE CLEET FEES-MAY 2016	083398	6,126.14
01-C00320	CENTERPOINT ENERGY ARKL					

2017

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 PACKET : 15417 15422 15431
 VENDOR SFT: Mult
 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-C00320	CENTERPOINT ENERGY ARKL	continued				
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-CEMETERY	083399	99.98
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-LIBRARY	083399	70.24
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #3	083399	23.78
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-CITY HALL	083399	115.92
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-1600 E COLLEGE AVE C	083399	27.26
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-MAINT SHOP	083399	152.07
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #2	083399	43.04
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-STIFF CENTER	083399	209.52
		I-201706089885	01 -5215314	GAS UTILITY GAS EXP-OAKHILL CEMETERY	083399	27.61
01-C00431	CHIEF SUPPLY CO					
		I-141705	01 -5321202	OPERATING SUP MISC SUPPLIES	083450	292.20
		I-145579	01 -5321202	OPERATING SUP MISC SUPPLIES	083450	941.05
01-C00443	CHRIS HEAROD					
		I-201706219924	01 -5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	083451	75.00
01-C00662	CONSOLIDATED PLASTICS C					
		I-7675782	01 -5544202	OPERATING SUP MATS FOR CONCESSION	083453	199.62
		I-7676473	01 -5544202	OPERATING SUP MATS FOR CONCESSION	083453	499.01
01-C00667	HESSEL HOLDING CO. dba					
		I-1709392	01 -5544208	CONTRACTED SE REPAIR ITEMS-BRIDGE	083454	1,224.00
		I-1712280	01 -5865218	STREET REPAIR STREET MATTING/SAW BLADES	083454	2,747.16
		I-1712406	01 -5865218	STREET REPAIR BLADE FOR CONCRETE SAW	083454	1,068.19
01-C00900	CYNTHIE CUMBLE dba CUST					
		I-581553	01 -5322207	CLOTHING ALLO CLOTHING ALLOWANCE	083455	230.00
		I-581555	01 -5544202	OPERATING SUP BASKETBALL LEAGUE SHIRTS	083455	122.00
01-D00097	DASH MEDICAL GLOVES, IN					
		I-INVI056401	01 -5321202	OPERATING SUP GLOVES	083456	426.30
01-D00525	DOG WASTE DEPOT					
		I-161338	01 -5544203	REPAIRS & MAT SUPPLIES FOR DOG PARK	083475	79.98
01-D00537	DOLAN CONSULTING GROUP,					
		I-16.01999	01 -5321331	EMPLOYEE TRAV POLICE TRAINING	083476	1,990.00
01-D00540	DOLESE BROTHERS					
		I-AG17060091	01 -5865218	STREET REPAIR CRUSHER RUN	083477	990.39
		I-AG17060748	01 -5865218	STREET REPAIR CRUSHER RUN	083477	1,177.96
		I-AG17062096	01 -5865218	STREET REPAIR CRUSHER RUN	083477	403.87
		I-AG17062699	01 -5865218	STREET REPAIR CRUSHER RUN	083477	1,400.54
		I-AG17067333	01 -5865218	STREET REPAIR CRUSHER RUN	083477	1,226.50
		I-AG17068627	01 -5865218	STREET REPAIR CRUSHER RUN	083477	1,435.65
		I-AG17069250	01 -5865218	STREET REPAIR CRUSHER RUN	083477	1,401.60

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 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000684	DR. JASON MCFLYEA					
		I-040	01 -5432308	CONTRACTED SE CONTRACT EMS SVS-6/1-6/15/2017	083478	1,071.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-6-21-2017	01 -5214302	CONSULTANTS LEGAL FEES	083480	1,860.00
01-E00328	EVIDENT, INC					
		I-119509A	01 -5320202	OPERATING EXP EVIDENCE SUPPLIES	083482	65.85
		I-119509A	01 -5321202	OPERATING SUP EVIDENCE SUPPLIES	083482	720.90
01-F00037	EASTENAL					
		I-OKMCA156401	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083483	48.96
		I-OKMCA156610	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083483	0.69
01-G00130	GALL'S, LLC					
		I-007637743	01 -5321202	OPERATING SUP MISC SUPPLIES	083486	906.68
01-G00490	GRISCOM IMPLEMENT INC					
		I-622079	01 -5542203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083488	467.75
		I-622080	01 -5542203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083488	60.54
		I-625698	01 -5542203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083488	19.34
		I-625724	01 -5542203	REPAIRS & MAI MISC REPAIR AND MAIN ITEM	083488	30.13
01-H00290	HUMPHREY PLUMBING, INC.					
		I-2222	01 -5548316	REPAIRS & MAI REPAIRS TO LIBRARY HVAC	083491	145.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-919	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	083492	9.00
01-I00115	INTERMEDIJX TECHNOLOGIES					
		I-INVADP122982	01 -5432308	CONTRACTED SE EMS CONTRACT SVS-MAY 2017	083493	4,894.52
01-I00140	INDIAN NATION WHOLESALE					
		C-6700236	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	083495	34.30-
		I-6703033	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	083495	424.90
01-J00110	JACKIE BRANNON CORR. CT					
		I-201707	01 -5547308	CONTRACTED SE INMATE FEES-CEMETERY	083497	68.30
		I-201709	01 -5542308	CONTRACTED SE INMATE FEES-PARKS	083497	57.38
01-J00121	JAMESCO ENTERPRISES, LL					
		I-16054	01 -5542316	REPAIRS & MAI JANITORIAL SUPPLIES	083498	671.10
		I-16129	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	083498	390.48
01-J00205	JEFFREY T. DUFF					
		I-20881	01 -5653213	SAFETY EXPENS SAFETY GLASSES	083500	150.00
01-J00340	JIM WOOD REFRIGERATION					
		I-17-18934	01 -5548316	REPAIRS & MAI REPAIRS TO FREEZER-NUTRIT	083501	426.50

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 PACKET : 15417 15422 15431
 VENDOR SET: Mult
 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00501	JUSTIN R BUCKNER DBA JB					
		I-120479	01 -5865218	STREET REPAIR HAULING FEE	083502	3,993.28
01-K00005	K-DAR CO CONSTRUCTION					
		I-14422	01 -5544203	REPAIRS & MAI BERM REPAIRS-SBC	083503	3,000.00
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-048059	01 -5542204	SMALL TOOLS AIR COMPRESSOR-PARKS	083506	1,499.00
01-K00220	KIAMICHI TECHNOLOGY CNT					
		I-153	01 -5653213	SAFETY EXPENS SAFETY TRAINING	083507	35.00
		I-154	01 -5653213	SAFETY EXPENS SAFETY TRAINING	083507	35.00
		I-155	01 -5653213	SAFETY EXPENS SAFETY TRAINING	083507	35.00
01-L00170	LAW ENFORCEMENT SYS., I					
		I-198537	01 -5321202	OPERATING SUP OKLA CITATION TICKETS	083510	1,044.00
01-L00325	LIBERTY FLAGS INC					
		I-81657	01 -5431202	OPERATING SUP FLAGS	083511	466.61
01-L00358	LIVE ACTION SAFETY					
		I-22661	01 -5653213	SAFETY EXPENS TOURNIQUETS	083512	1,346.85
		I-22789	01 -5653213	SAFETY EXPENS ACTIVE SHOOTER KITS	083512	503.08
01-L00380	LOCKE SUPPLY CO.					
		I-31395973-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	24.70
		I-31469367-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	6.80
		I-31508843-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	22.08
		I-31513234-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	34.40
		I-31513425-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	6.21
		I-31522242-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	12.36
		I-31574367-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	35.72
		I-31659357-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083513	88.80
01-L00428	LOWE'S CREDIT SERVICES					
		C-901904	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083514	7.36-
		I-01414	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083514	39.62
		I-02463	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	083514	37.12
		I-02886	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	083514	18.39
		I-07830	01 -5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT	083514	48.85
		I-70374	01 -5322202	OPERATING SUP SUPPLIES FOR DOG SHELTER	083514	466.52
		I-70375	01 -5322202	OPERATING SUP SUPPLIES FOR DOG SHELTER	083514	369.80
		I-70376	01 -5322202	OPERATING SUP SUPPLIES FOR DOG SHELTER	083514	734.48
		I-9001925	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083514	55.30
		I-9002782	01 -5544202	OPERATING SUP OPERATING SUPPLIES	083514	272.88
		I-901903	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083515	84.80
		I-902096	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083515	45.85
		I-902695	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083515	120.32
		I-907677	01 -5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	083515	128.16

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00407	MILLER OFFICE EQUIPMENT					
		I-MCA394749	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	083520	101.12
01-M00570	MOORE MEDICAL CORP.					
		I-83010770	01 -5432202	OPERATING SUP MISC SUPPLIES	083523	0.07
		I-99507864	01 -5432202	OPERATING SUP MISC SUPPLIES	083523	516.72
01-M00590	MOSS WRECKER SERVICE					
		I-00056	01 -5652319	DEMOLITION DEMOLITION CONTRACT	083524	13,137.00
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-759	01 -5431202	OPERATING SUP POWER SUPPLY STATION #4	083525	127.00
		I-780	01 -5321316	REPAIRS & MAI REPAIRS TO REPEATER	083525	285.00
01-MC0095	RICK MCFADDEN					
		I-002900	01 -5210480	CONTINGENCY CANAL GUARD RAIL- S. MAI	083527	1,500.00
01-MC0098	MCAFFEE & TAFT					
		I-510997	01 -5214302	CONSULTANTS LEGAL FEES	083528	12,150.00
01-MC0140	MCALESTER PAINT & SUPPL.					
		I-00125478	01 -5543202	OPERATING SUP POOL SUPPLIES	083529	199.00
01-MC0169	MCALESTER REGIONAL HOSP					
		I-CITYLAB 05/31/2017	01 -5653213	SAFETY EXPENS SEASONAL DRUG TESTING	083532	110.00
		I-CITYLAB 05/31/2017	01 -5653348	DRUG TESTING/ SEASONAL DRUG TESTING	083532	517.00
01-M00137	NATTONAL PRN COMPANY					
		I-109309660	01 -5653202	OPERATING SUP JOB FAIR SUPPLIES	083533	155.73
		I-109309749	01 -5653202	OPERATING SUP JOB FAIR SUPPLIES	083533	155.73
		I-109309800	01 -5653202	OPERATING SUP JOB FAIR SUPPLIES	083533	61.11
01-M00181	NAT'L OCCUPATIONAL HEAL					
		I-1025531	01 -5431305	PHYSICALS HAZ MAT PHYSICALS	083534	9,800.00
		I-1025531	01 -5432308	CONTRACTED SE HAZ MAT PHYSICALS	083534	200.00
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201706079877	01 -2103	OBN PAYABLE (OBN FEES-MAY 2017	083402	38.14
01-000270	OKLA DEPT OF AGRICULTUR					
		I-16-01957	01 -5542206	CHEMICALS PESTICIDE PERMIT	083539	350.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-BND 7006473 00	01 -5215322	LIABILITY INS CITY CLERK BOND RENEWAL	083541	175.00
01-000595	OSBI					
		I-201706079876	01 -2101	AFIS PAYABLE AFIS FEES-MAY 2017	083403	3,375.02
		I-201706079876	01 -2102	FORENSICS PAY FORENSIC FEES-MAY 2017	083403	3,243.28

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00039	PE ELECTRONICS INC					
		I-132850	01 -5321202	OPERATING SUP MOUNTS FOR POLICE VEHICLE	083542	221.00
01-P00210	PEPSI COLA					
		I-1793997	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	083543	143.00
01-P00250	PETTY CASH					
		I-201706089888	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-TOLL FEES	083404	4.50
		I-201706089888	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-TOLL FEES	083404	2.25
		I-201706089888	01 -5652336	FEES FILING FEES	083404	13.00
		I-201706089888	01 -5210202	OPERATING SUP POSTAGE-JERRY WILSON	083404	26.50
		I-201706089888	01 -5225331	EMPLOYEE TRAV TRAVEL EXP-PARKING EXP	083404	10.00
		I-201706089888	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-DEFENSE SCHOOL	083404	79.02
		I-201706089888	01 -5321331	EMPLOYEE TRAV TRAVEL EXP- ADA	083404	55.01
		I-201706089888	01 -5652202	OPERATING SUP FILING EXP	083404	13.00
		I-201706089888	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-TOLL FEES	083404	4.50
		I-201706089888	01 -5101202	OPERATING SUP COUNCIL MTG EXP	083404	65.00
		I-201706089888	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-TOLL FEES	083404	11.50
		I-201706089888	01 -5212202	OPERATING SUP MTC MEETING SUPPLIES	083404	106.41
		I-201706089888	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-SHAHNEE	083404	21.60
		I-201706089888	01 -5101330	DUES & SUBSCR COUNCIL MTG EXP	083404	90.00
		I-201706089888	01 -5431202	OPERATING SUP NOTARY BOND	083404	30.00
		I-201706089888	01 -5431202	OPERATING SUP NOTARY FILING FEE	083404	20.80
		I-201706089888	01 -5101202	OPERATING SUP COUNCIL MTG EXP	083404	95.00
		I-201706089888	01 -5652202	OPERATING SUP PHONE SUPPLIES	083404	10.69
		I-201706089888	01 -5431202	OPERATING SUP OFFICE SUPPLIES	083404	38.63
		I-201706089888	01 -5431331	EMPLOYEE TRAV TRAVEL EXP	083404	10.85
		I-201706089888	01 -5321331	EMPLOYEE TRAV TRAVEL EXP	083404	2.25
		I-201706089888	01 -5431202	OPERATING SUP NOTARY BOND FEE	083404	12.00
		I-201706089888	01 -5543202	OPERATING SUP POOL SUPPLIES	083404	32.78
01-P00451	PURCHASE POWER / PITNEY					
		I-1389093-JUNE 2017	01 -5215317	POSTAGE POSTAGE/POSTAGE MACHINE	083545	750.00
01-P00510	PRO-KIL, INC					
		I-167921	01 -5542308	CONTRACTED SE PEST CONTROL-W. KOWA	083546	68.00
		I-167922	01 -5544308	CONTRACT LABO PEST CONTROL - SBC	083546	106.00
		I-168064	01 -5542308	CONTRACTED SE PEST CONTROL - STIPE	083546	126.00
		I-168081	01 -5548316	REPAIRS & MAI PEST CONTROL	083546	170.00
		I-168093	01 -5548316	REPAIRS & MAI PEST CONTROL-CID	083546	90.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201706089886	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-LIBRARY	083405	2,820.61
		I-201706089886	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-RECYCLE CENTER	083405	47.67
		I-201706089886	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-STREET LIGHTS	083405	13,443.94
		I-201706089886	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-FEDERAL BUILDING	083405	1,054.32
		I-201706149897	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-GENERAL	083429	10,878.67
01-Q00007	QFS, LLC					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-Q00007	QFS, LLC		continued			
		I-8463	01 -5653213	SAFETY EXPENS ANNUAL EXSTINGUISHER INSP	083548	2,644.30
01-R00210	RED RIVER SPECIALIST, I					
		I-596245	01 -5542206	CHEMICALS HERBICIDES FOR PKS & ROW	083549	1,908.50
01-R00223	REICH CONSTRUCTION LLC					
		I-16-01505	01 -5865404	STREET REPAIR REPLACE PANELS & CURBS	083550	22,979.00
01-S00060	SANDERS NURSERY					
		I-566501	01 -5542358	TREE BOARD/TR TREE FOR PARKS	083552	276.50
01-S00184	SECURITY BANK CARD CENT					
		I-201706149898	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-BUSINESS MTG	083430	54.38
		I-201706149898	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-ONCCA WORKSHOP	083430	571.27
		I-201706149898	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FIRE TRAINING	083430	93.10
		I-201706149898	01 -5652331	EMPLOYEE TRAV TRAVEL EXP-CODES TRAINING	083430	596.12
		I-201706149898	01 -5320121	GRANT- DOJ MA TRAVEL EXP-CID TRAINING	083430	37.29
		I-201706149898	01 -5320121	GRANT- DOJ MA CAMERA FOR CID	083430	471.99
		I-201706149898	01 -5865203	REPAIR & MAIN SUBSTRATE TECH FOR TRAFFIC CON	083430	376.76
		I-201706149898	01 -5211202	OPERATING SUP ETNANCE CHARGES	083430	60.15
01-S00249	MORGAN STANLEY SMITH BA					
		I-201706149904	01 -5215110	PENSION - DEF PENSION CONTRIBUTION-GENERAL	083554	26,007.00
01-S00250	SHERATON MIDWEST CITY H					
		I-404890	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-TRAINING	083555	388.00
01-S00643	SPECIAL OPS UNIFORMS, I					
		I-261670	01 -5431207	CLOTHING ALLO FIRE UNIFORMS	083556	165.98
		I-264980	01 -5431207	CLOTHING ALLO FIRE UNIFORMS	083556	389.94
01-S00726	STAPLES ADVANTAGE					
		C-3342857176	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	083558	3,49-
		I-3342297357	01 -5213202	OPERATING SUP CHAIRS FOR COURT	083558	134.74
		I-3342297358	01 -5213202	OPERATING SUP CHAIRS FOR COURT	083558	105.02
		I-3342297360	01 -5543202	OPERATING SUP MISC OFFICE SUPPLIES	083558	113.77
		I-3342297361	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	083558	11.07
		I-3342857175	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	083558	9.96
		I-3342857177	01 -5321325	FIRING RANGE OFFICE FURNITURE	083558	239.98
01-S00956	SWANK MOTION PICTURES,					
		I-2348771	01 -5215202	OPERATING SUP MOVIES IN PARK RENTAL	083559	413.00
01-T00010	T. H. ROGERS LUMBER CO.					
		C-537875	01 -5865218	STREET REPAIR FORMING SUPPLIES	083560	7.18-
		I-537343	01 -5865218	STREET REPAIR FORMING SUPPLIES	083560	64.29
		I-537549	01 -5865218	STREET REPAIR FORMING SUPPLIES	083560	74.30
		I-537687	01 -5865218	STREET REPAIR FORMING SUPPLIES	083560	46.48

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.	continued				
		I-537874	01 -5665218	STREET REPAIR FORMING SUPPLIES	083560	15.80
01-T00032	TASER INTERNATIONAL					
		I-511496851	01 -5321202	OPERATING SUP TASER CARTRIDGES	083562	364.56
01-T00056	TED ALEXANDER					
		I-201706149905	01 -5544306	CONTRACT LABO UMPIRE FEES-6 GAMES	083564	150.00
		I-201706209919	01 -5544306	CONTRACT LABO UMPIRE FEES- 3 GAMES	083564	75.00
01-T00320	THYSSENKRUPP ELEVATOR C					
		I-6000253778	01 -5548317	ELEVATOR REPA ANNUAL SAFETY TEST-ELEVAT	083567	525.00
		I-6000253780	01 -5548317	ELEVATOR REPA ANNUAL SAFETY TEST-ELEVAT	083567	525.00
01-T00499	TRACTOR SUPPLY COMPANY					
		I-298305	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	083568	56.44
01-T00541	TREY STRANGE/TCS DISTRI					
		I-2415422	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	083569	230.40
01-T00630	TWIN CITIES READY MIX,					
		I-145462	01 -5865404	STREET REPAIR CONCRETE STREET REPAIRS	083570	1,170.00
		I-145524	01 -5865404	STREET REPAIR CONCRETE STREET REPAIRS	083570	1,989.00
		I-145784	01 -5865404	STREET REPAIR CONCRETE-14TH ST PROJECT	083570	1,170.00
		I-145785	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	083570	1,090.00
		I-146082	01 -5865404	STREET REPAIR CONCRETE-14TH ST PROJECT	083570	2,340.00
		I-146083	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	083570	526.50
		I-146197	01 -5865404	STREET REPAIR CONCRETE-14TH ST PROJECT	083570	1,170.00
01-U00020	UNITED STATES CELLULAR					
		I-0193476496	01 -5544328	INTERNET SERV INTERNET SVS-SBC	083409	52.31
		I-0193539562	01 -5215315	TELEPHONE UT1 CELL PHONE EXP-GENERAL	083432	2,230.94
01-V00150	VULCAN SIGN					
		I-306812	01 -5865203	REPAIR & MAIN TRAFFIC SIGNS	083574	1,813.40
01-W00039	WALL'S					
		I-OFF36401789	01 -5542202	OPERATING SUP TENNIS PROGRAM SUPPLIES	083575	172.84
01-W00040	WALMART COMMUNITY DRC					
		I-00055	01 -5210202	OPERATING SUP SAFETY SUPPLIES	083576	17.40
		I-00662	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	083576	106.98
		I-00764	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	083576	48.84
		I-008915	01 -5321325	FIRING RANGE FIRING RANGE SUPPLIES	083576	1,527.51
		I-01522	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	083576	99.30
		I-01621	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	083576	198.08
		I-02328	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	083576	38.76
		I-04080	01 -5652207	OPERATING SUP CAMERA FOR CODES DEP	083576	181.88
		I-04093	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	083576	32.30

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00040	WALMART COMMUNITY BRC		continued			
		I-04533	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	083576	8.20
		I-05090	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	083577	9.82
		I-05966	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	083577	5.64
01-W00195	WEIDON PARTS INC.					
		I-1099510-00	01 -5431202	OPERATING SUP MISC PARTS	083579	119.91
01-W00381	WILLIAM D ROBERTSON					
		I-201706149906	01 -5544308	CONTRACT LABO UMPIRE FEES-7 GAMES	083580	175.00
			FUND 01 GENERAL FUND	TOTAL:		216,042.50

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS, INC					
		I-9945303700	02 -5973203	REPAIRS & MAI WEIDJNG SUPPLIES	083438	129.45
01-A00362	VYVE BROADBAND					
		I-201706149895	02 -5975328	INTERNET SERV INTERNET SVS-HEREFORD LANE	083426	67.49
01-A00423	ALLIED WASTE SERVICES O					
		I-375-000393188	02 -5866306	CONTRACTED RE WASTE SVS FEES-MAY 2017	083440	151,373.37
		I-375-000393188	02 -5866306	CONTRACTED RE BAC DEBT WRITE OFF	083440	1,050.53-
01-A00751	ATWOODS					
		I-3871/9	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	083442	44.97
		I-3872/9	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	083442	117.89
		I-3880/9	02 -5216207	CLOTHING ALLO BOOT ALLOWANCE	083442	99.99
		I-3883/9	02 -5216207	CLOTHING ALLO BOOT ALLOWANCE	083442	79.94
		I-3888/9	02 -5973207	CLOTHING ALLO BOOT ALLOWANCE	083442	99.99
01-B00180	UNION IRON WORKS, INC.					
		I-S1987899.002	02 -5973204	SMALL TOOLS PIPE WRENCHES-WWM REPAIRS	083444	347.00
01-B00314	BIO-AQUATIC TESTING, IN					
		I-00051257	02 -5973203	REPAIRS & MAI TESTING FEES	083446	372.94
01-B00491	BRENNTAG SOUTHWEST, INC					
		C-BSW959093	02 -5973316	REPAIRS & MAI CHLORINE CYLINDER-WWT	083447	129.60-
		I-BSW850546	02 -5973316	REPAIRS & MAI CHLORINE CYLINDER-WWT	083447	720.00
01-C00271	CBSA (CREDIT BUREAU SER					
		I-201706149907	02 -2512	CBSA COLLECTI COLLECTION FEES-ACCT 5761	083449	183.02
		I-201706149907	02 -2512	CBSA COLLECTI COLLECTION FEES-ACCT 5762	083449	154.13
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201706089885	02 -5267314	GAS UTILITY GAS EXP-301 EAST POLK	083399	62.21
01-D00161	DAVID HORINEK					
		I-201706149896	02 -5871331	EMPLOYEE TRAV TRAVEL EXP-APT RENT	083428	750.00
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-170601 60229	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083450	92.00
		I-170601 61082	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083459	92.00
		I-170601 62071	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083460	138.00
		I-170601 63134	02 -5975329	DEQ FEES LICENSE RENEWAL FEE	083461	92.00
		I-170601 63501	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083462	92.00
		I-170601 63627	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083463	92.00
		I-170601 63723	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083464	92.00
		I-170601 63783	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083465	46.00
		I-170601 63966	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083466	46.00
		I-170601 64967	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083467	184.00
		I-170601 65035	02 -5975329	DEQ FEES LICENSE RENEWAL FEE	083468	46.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00372	DEPT. OF ENVIR. QUALITY	continued				
		I-170601 66467	02 -5975329	DEQ FEES LICENSE RENEWAL FEE	083469	92.00
		I-170601 66468	02 -5975329	DEQ FEES LICENSE RENEWAL FEE	083470	92.00
		I-170601 66793	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083471	92.00
		I-170601 67322	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083472	92.00
		I-170601 67492	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	083473	92.00
01-E00321	EVANS ENTERPRISES, INC.					
		I-14941	02 -5973316	REPAIRS & MAJ REPLACE MOTOR-FAST PLANT	083481	3,015.74
		I-25952	02 -5973316	REPAIRS & MAJ AERATOR REPAIR-WASTE WATE	083481	3,146.10
01-F00037	EASTENAL					
		I-0KMCA156822	02 -5973203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	083483	182.71
		I-0KMCA156920	02 -5973203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	083483	18.97
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201706089880	02 -5267314	GAS UTILITY GAS EXP-HEREFORD LANE	093401	28.55
01-G00355	GLOBAL ENERGY SOLUTIONS					
		I-119927	02 -5973203	REPAIRS & MAJ REPLACEMENT PUMP-LIFT STA	083487	2,500.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-9002010	02 -5973210	RESIDUAL HAND MISC PARTS-RESIDUAL HDLG	083514	161.75
		I-901975	02 -5973210	RESIDUAL HAND MISC PARTS-RESIDUAL HDLG	083515	19.07
		I-902025	02 -5871202	OPERATING SUP MAP BOOK SUPPLIES	083515	27.27
01-L00429	LOVE BOTTLING CO.					
		I-24724	02 -5973203	REPAIRS & MAJ DISTILLED WATER	083516	81.00
01-M00532	CML, INC.					
		I-110658	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR	083521	21.85
01-O00075	O'REILLY AUTO PARTS					
		I-0230-473505	02 -5973203	REPAIRS & MAJ MOTOR BELTS FOR WWT	083537	41.42
01-P00250	PETTY CASH					
		I-201706089888	02 -5973203	REPAIRS & MAJ MISC SUPPLIES	083404	18.79
		I-201706089888	02 -5267202	OPERATING SUP MISC OFFICE SUPPLIES	083404	8.75
		I-201706089888	02 -5216202	OPERATING SUP UB&C SUPPLIES	083404	9.66
		I-201706089888	02 -5871202	OPERATING SUP EMPLOYEE MTG EXP	083404	38.33
		I-201706089888	02 -5871331	EMPLOYEE TRAV TRAVEL EXP-ALFA MTG	083404	16.88
01-P00560	PUBLIC SERVICE/AEP					
		I-201706149903	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-MPWA	083547	60,585.98
01-R00600	RURAL WATER DISTRICT #1					
		I-201706089881	02 -5267316	REPAIRS & MAJ WATER EXP-LANDFILL	093406	14.30
01-S00234	SHARE CORPORATION					

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-S00234	SHARE CORPORATION	continued					
	I-22182	02 -5973206	CHEMICALS	DEGREASER-WEST PLANT	083553	300.05	
01-S00249	MORGAN STANLEY SMITH BA						
	I-201706149904	02 -5267110	PENSION - DEF	PENSION CONTRIBUTION-MPWA	083554	12,769.00	
01-S00580	AT & T						
	I-201706149899	02 -5267315	TELEPHONE UTI	PHONE EXP-DATA LINE	083431	378.00	
	I-201706149899	02 -5267315	TELEPHONE UTI	PHONE EXP-MPWA	083431	7,169.12	
01-S00704	BRAVADO WIRELESS FORMER						
	I-201706089682	02 -5973328	INTERNET SERV	INTERNET SVS-WMM	083408	88.43	
01-S00710	STANDARD MACHINE LLC						
	I-249759	02 -5973316	REPAIRS & MAI	LIFT STATION PART	083557	360.00	
01-S00726	STAPLES ADVANTAGE						
	I-3342857174	02 -5267202	OPERATING SUP	MISC OFFICE SUPPLIES	083558	606.38	
01-T00052	TECHNICAL PROGRAMMING S						
	I-99247	02 -5216336	FEES	UB&C ZONE 1 & 4 MAILING FEES	083563	776.68	
	I-99247	02 -5216317	POSTAGE	UB&C ZONE 1 & 4 POSTAGE FEES	083563	1,190.99	
01-T00630	TWIN CITIES READY MIX,						
	I-145676	02 -5975218	STREET REPAIR	CONCRETE-WATER BREAKS	083570	480.25	
	I-146147	02 -5975218	STREET REPAIR	CONCRETE-WATER BREAKS	083570	109.00	
01-U00020	UNITED STATES CELLULAR						
	I-0193539562	02 -5267315	TELEPHONE UTI	CELL PHONE EXP-MPWA	083432	903.77	
01-U00051	UTILITY SUPPLY CO., INC						
	I-104474	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	083571	161.02	
	I-104869	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	083571	47.25	
	I-104870	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	083571	946.00	
	I-105035	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	083571	243.60	
	I-105037	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	083571	96.76	
	I-105039	02 -5975235	WATER MAIN RE	WATER LINE REPAIR ITEMS	083571	146.27	
01-U00128	UNITED PACKAGING & SHIP						
	I-207573	02 -5973316	REPAIRS & MAI	SHIPPING FEES	083572	38.23	
	I-207584	02 -5973316	REPAIRS & MAI	SHIPPING FEES	083572	37.28	
			FUND	02	MPWA	TOTAL:	251,691.44

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VENDOR SET: MULL

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000152	DAVID P RUDROW/DAVID'S					
		1-327550	03 -5876203	REPAIRS & MAINTENANCE REPAIR PARTS	083457	58.00
01-000250	PETTY CASH					
		1-201706089888	03 -5876331	EMPLOYEE TRAV MEETING EXP-OAC REPS	083404	50.88
01-000249	MORGAN STANLEY SMITH BA					
		1-201706149904	03 -5876110	PENSION-DEFIN PENSION CONTRIBUTION-AIRPORT	083554	954.00
01-000020	UNITED STATES CELLULAR					
		1-0193539562	03 -5876315	TELEPHONE UTT CELL PHONE EXP-AIRPORT	083432	32.67
			FUND 03	AIRPORT AUTHORITY	TOTAL:	1,095.55

PACKET : 15417 15422 15431

VENDOR SET: Mult

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/ARF					
		1-201706089686	05 -5210313	ELECTRIC UTIL ELECTRIC EXP-PARKING AUTH	083405	702.85
				FUND 05 PARKING AUTHORITY	TOTAL:	202.85

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 VENDOR SET: Mull
 FUND : 08 NUTRITION

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VENDOR	NAME	ITEM #	G/I ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWEL					
		I-201706199911	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	083439	180.00
		I-201706219925	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	083439	129.47
01-D00405	DIANE CHADSEY					
		I-201706199913	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	083474	44.94
01-E00207	EMMA E. BELLIS					
		I-201706219926	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	083479	121.98
01-M00279	MEGAN TODD					
		I-201706199916	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	083518	180.00
		I-201706219927	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	083518	102.72
01-S00249	MORGAN STANLEY SMITH BA					
		I-201706149904	08 -5549110	PENSION-DEFIN PENSION CONTRIBUTION-NUTRITION	083554	1,061.00
01-U00020	UNITED STATES CELLULAR					
		I-0193539562	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	083432	98.01
			FUND 08 NUTRITION	TOTAL:		1,918.12

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-S00643	SPECIAL OPS UNIFORMS, I					
	I-773829		14 -5321451	POLICE EQUIPM LEVEL 11 VESTS	083556	13,305.60
=====						
			FUND	14 POLICE GRANT FUND	TOTAL:	13,305.60

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VENDOR SET: Mult
FUND : 27 TOURISM FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00111	FINDERBINDER					
		I-217077 OS	27 -5655214	TOURISM EXPEN ANNUAL SUBSCRIPTION	083484	175.00
01-J00199	JEFFERSON HTGWAY ASSOC					
		I-16-01998	27 -5655214	TOURISM EXPEN ANNUAL MEMBERSHIP FEE	083499	35.00
01-MC0145	MCALESTER PUBLIC SCHOOL					
		I-SUNBELT 2016	27 -5655354	SUNBELT CLASS SUNBELT CONTRACT FOR 2016	083530	15,000.00
01-Q00137	OKIA TOURISM/RECREATION					
		I-1351-13882	27 -5655214	TOURISM EXPEN MAILING BROCHURES	083538	212.94
01-P00250	PETTY CASH					
		I-201706089888	27 -5655202	OPERATING SUP OFFICE SUPPLIES	083404	50.00
01-S00184	SECURITY BANK CARD CENT					
		I-201706149898	27 -5655331	TRAVEL & TRAI TRAVEL EXP-OTIA/REDBUD GALA	083430	238.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-201706149904	27 -5655110	PENSION-DEFIN PENSION CONTRIBUTION-TOURISM	083554	720.00
01-U00020	UNITED STATES CELLULAR					
		I-0193539562	27 -5655315	TELEPHONE UTI CELL PHONE EXP-TOURISM	083432	48.28
			FUND 27	TOURISM FUND	TOTAL:	16,479.22

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 VENDOR SET: MULT
 FUND : 28 SE EXPO CENTER

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VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201706089885	28	-5654314	GAS UTILITY GAS EXP-EXPO	083399	90.66
01-C00469	CITY OF MCALESTER SPECI						
		I-19-01956	28	-5654349	COUNCIL PARTN PARTNERSHIP-POW POW	083452	875.00
01-H00075	HARRIS CONSTRUCTION SER						
		I-3180	28	-5654316	REPAIRS & MAI ROCK HAULING FEE	083489	400.00
01-J00121	JAMESCO ENTERPRISES, LL						
		I-16134	28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	083498	545.71
01-L00078	LAMBERT MECHANICAL INC						
		I-170230	28	-5654316	REPAIRS & MAI AC REPAIR AND MAINT	083508	989.92
01-L00428	LOWE'S CREDIT SERVICES						
		I-06539	28	-5654203	REPAIR & MAIN MAINT SUPPLIES	083514	23.74
		I-07141	28	-5654203	REPAIR & MAIN MAINT SUPPLIES	083514	223.06
		I-906183	28	-5654203	REPAIR & MAIN MAINT SUPPLIES	083515	80.89
01-M00480	MILLER GLASS COMPANY, I						
		I-19104	28	-5654316	REPAIRS & MAI DOOR GLASS REPLACEMENT	083519	170.00
01-P00250	PETTY CASH						
		I-201706089888	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	083404	6.92
01-P00510	PRO-KIL, INC						
		I-168155	28	-5654316	REPAIRS & MAI PEST CONTROL-EXPO	083546	156.00
01-S00060	SANDERS NURSERY						
		I-566497	28	-5654401	CAPITAL OUTLA LANDSCAPING SUPPLIES-EXPO	083552	519.75
01-S00249	MORGAN STANLEY SMITH BA						
		I-201706149904	28	-5654110	PENSION-DEFIN PENSION CONTRIBUTION-EXPO	083554	1,397.00
01-S00580	AT & T						
		I-201706149899	28	-5654315	TELEPHONE UTI PHONE EXP-ATM LINE @ EXPO	083431	140.32
01-S00704	BRAVADO WIRELESS FORMER						
		I-201706089882	28	-5654328	INTERNET SERV INTERNET SVS-EXPO	083408	89.43
01-T00011	T & M SAND & GRAVEL						
		I-16634	28	-5654401	CAPITAL OUTLA EXPO EXTERIOR IMPROVEMENT	083561	93.60
01-T00320	THYSSENKRUPP ELEVATOR C						
		I-6000253781	28	-5654316	REPAIRS & MAI ANNUAL SAFETY TEST-ELEVAT	083567	525.00
01-U00020	UNITED STATES CELLULAR						
		I-0193539562	28	-5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	083432	142.55

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VENDOR SET: Mult

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00128	UNITED PACKAGING & SHIP					
		I-206794	28 -5654202	OPERATING SUP MAILING FEES	083572	33.79
01-V00089	VICARS FURNITURE FACTOR					
		I-37024	28 -5654401	CAPITAL OUTLA LOBBY IMPROVEMENTS	083573	115.00
01-W00040	WALMART COMMUNITY BRC					
		I-00871	28 -5654203	REPAIR & MAIN MISC SUPPLIES	083576	9.94
		I-03461	28 -5654203	REPAIR & MAIN MISC SUPPLIES	083576	14.20
		I-03992	28 -5654203	REPAIR & MAIN MISC SUPPLIES	083576	8.52
		I-04123	28 -5654203	REPAIR & MAIN MISC SUPPLIES	083576	7.58
		I-04555	28 -5654203	REPAIR & MAIN MISC SUPPLIES	083577	44.70
01-W00151	WAVII, LLC					
		J-7216	28 -5654316	REPAIRS & MAI PROJECTOR MAINT ROOM 103	083578	42.50
			FUND	28 SE EXPO CENTER	TOTAL:	6,744.78

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FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00146	CANADIAN VALLEY TELEPHO					
	I-1974S200801.005	29 -5324315	TELEPHONE UTI PHONE EXP-911 TRUNK LINE	083427	113.36	
01-C00856	CROSS TELEPHONE					
	T-00012479	29 -5324315	TELEPHONE UTI PHONE EXP-911 TRUNK LINE	083400	406.34	
01-L00084	LANGUAGE LINE SERVICES					
	I-4089130	29 -5324202	OPERATING SUP TRANSLATION SVS 911 CALLS	083509	16.45	
01-000276	OKLA DEPT OF PUBLIC SAF					
	J-09-1704771	29 -5324308	CONTRACTED SF. TELETYPE RENTAL	083540	350.00	
01-P00250	PETTY CASH					
	I-201706089888	29 -5324331	EMPLOYEE TRAV TRAVEL EXP-DURANT	083404	8.52	
	I-201706089888	29 -5324331	EMPLOYEE TRAV TRAVEL EXP-911 TRAINING	083404	8.52	
	I-201706089888	29 -5324331	EMPLOYEE TRAV TRAVEL EXP	083404	9.06	
	I-201706089888	29 -5324331	EMPLOYEE TRAV TRAVEL EXP	083404	9.19	
	T-201706089888	29 -5324207	CLOTHING ALLO SHOE ALLOWANCE	083404	42.03	
	I-201706089888	29 -5324207	CLOTHING ALLO REIMB CLOTHING ALLOW	083404	43.95	
	I-201706089888	29 -5324207	CLOTHING ALLO REIMB CLOTHING ALLOW	083404	21.50	
01-S00249	MORGAN STANLEY SMITH BA					
	I-201706149904	29 -5324110	PENSION-DEFIN PENSION CONTRIBUTION-E-911	083554	3,921.00	
01-S00580	AT & T					
	I-201706089883	29 -5324315	TELEPHONE UTI PHONE EXP-911 WIRELESS	083407	228.36	
	I-201706149899	29 -5324401	CAPITAL OUTLA PHONE EXP-911 EQUIP LEASE	083431	2,403.33	
01-U00020	UNITED STATES CELLULAR					
	I-0193539562	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E-911	083432	32.67	
		FUND 29 E-911	TOTAL:		7,614.28	

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VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-M00277	MDSS MCALESTER DEFENSE						
		1-110	30	-5652343	2016 OSMPC GR MDSS EX DIR SUPPORT FEES	083517	10,181.74
		1-1101B	30	-5652343	2016 OSMPC GR MDSS EX DIR SUPPORT FEES	083517	1,287.56
		1-111	30	-5652343	2016 OSMPC GR MDSS EX DIR SUPPORT FEES	083517	1,857.65
01-S00249	MORGAN STANLEY SMITH BA						
		1-201706149904	30	-5652114	PENSION-DEFTK PENSION CONTRIBUTION-ECON DEV	083554	1,226.00
01-T00231	THE SPECTRUM GROUP MEMB						
		1-11646	30	-5211361	DEFENSE CONSU CONSULTANT SVS-MDSA	083565	6,224.11
			FUND	30	ECONOMIC DEVELOPMENT	TOTAL:	20,776.56

VENDOR	NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-200428	LOWE'S CREDIT SERVICES					
		C-902455	32 -5215229	BOMB DISPLAY CREDIT FOR BOMB DISPLAY	083514	718.20-
			FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:	718.20-

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 VENDOR SET: Mull
 FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00215	ADVANCE AUTO PARTS					
		I-8117715068035	35 -5862203	REPAIRS & MAI MISC PARTS	083436	185.54
		I-8117715076287	35 -5862203	REPAIRS & MAI MISC PARTS	083436	12.34
		I-8117715076293	35 -5862203	REPAIRS & MAI MISC PARTS	083436	10.45
		I-8117715942949	35 -5862203	REPAIRS & MAI MISC PARTS	083436	9.68
		I-8117715976339	35 -5862203	REPAIRS & MAI MISC PARTS	083436	37.97
		I-8117715976340	35 -5862203	REPAIRS & MAI MISC PARTS	083436	96.25
		I-8117715976383	35 -5862203	REPAIRS & MAI MISC PARTS	083436	186.99
		I-8117715976387	35 -5862203	REPAIRS & MAI MISC PARTS	083436	9.35
		I-8117716039982	35 -5862203	REPAIRS & MAI MISC PARTS	083436	131.29
		I-8117716076393	35 -5862203	REPAIRS & MAI MISC PARTS	083436	79.74
		I-8117716376405	35 -5862203	REPAIRS & MAI MISC PARTS	083436	29.24
		I-8117716376411	35 -5862203	REPAIRS & MAI MISC PARTS	083436	25.90
		I-8117716530207	35 -5862203	REPAIRS & MAI MISC PARTS	083436	60.26
		I-8117716543125	35 -5862203	REPAIRS & MAI MISC PARTS	083436	12.60
		I-8117716576442	35 -5862203	REPAIRS & MAI MISC PARTS	083437	105.18
		I-8117716630253	35 -5862203	REPAIRS & MAI MISC PARTS	083437	10.30
		I-8117716730318	35 -5862203	REPAIRS & MAI MISC PARTS	083437	39.63
		I-8117716743183	35 -5862203	REPAIRS & MAI MISC PARTS	083437	9.91
		I-8117716776478	35 -5862203	REPAIRS & MAI MISC PARTS	083437	59.35
		I-8117717076533	35 -5862203	REPAIRS & MAI MISC PARTS	083437	185.19
		I-8117717076540	35 -5862203	REPAIRS & MAI MISC PARTS	083437	35.50
		I-8117717076542	35 -5862203	REPAIRS & MAI MISC PARTS	083437	81.06
		I-8117717176563	35 -5862203	REPAIRS & MAI MISC PARTS	083437	2.87
		I-8117717176564	35 -5862203	REPAIRS & MAI MISC PARTS	083437	57.59
01-B00150	BRALES GOODYEAR TIRES					
		I-1-37891	35 -5862203	REPAIRS & MAI MISC REPAIRS	083443	112.00
		I-1-38133	35 -5862203	REPAIRS & MAI MISC REPAIRS	083443	53.80
		I-1-38173	35 -5862203	REPAIRS & MAI TIRES FOR STREETS TRAILER	083443	483.00
		I-1-GS38087	35 -5862203	REPAIRS & MAI TIRES-PD FORD C/V	083443	1,196.00
		I-1-GS38088	35 -5862203	REPAIRS & MAI TIRES-PD SUV	083443	1,662.24
		I-1-GS38477	35 -5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	083443	1,545.12
01-G00490	GRISOM IMPLEMENT INC					
		I-325929	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	083488	30.16
01-K00190	YELLOWHOUSE MACHINERY C					
		I-244906	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	083505	80.76
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-047569	35 -5862203	REPAIRS & MAI MISC PARTS	083506	5.63
		I-047639	35 -5862203	REPAIRS & MAI MISC PARTS	083506	7.69
		I-047731	35 -5862203	REPAIRS & MAI MISC PARTS	083506	8.97
01-M00543	MONTAGE ENTERPRISES INC					
		I-54747	35 -5862203	REPAIRS & MAI REPAIR PARTS - PK3	083522	89.05
01-MC0002	MCALISTER AUTO COLLISIO					

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VENDOR SET: Null
FUND        : 35      FLEET MAINTENANCE

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0002	MCALESTER AUTO COLLISIO	continued				
	I-CITYO-40-1	35	-5862316	REPAIRS & MAI BODY REPAIR-UO-1	083526	1,926.93
01-N00270	NIX AUTO CENTER, INC.					
	I-146996	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	083535	46.41
	I-147048	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	083535	15.21
01-N00271	FREEDOM FORD INC					
	I-179155	35	-5862203	REPAIRS & MAI OIL CHANGES & MISC PARTS	083536	122.55
	I-180030	35	-5862203	REPAIRS & MAI OIL CHANGES & MISC PARTS	083536	46.10
	I-180032	35	-5862203	REPAIRS & MAI OIL CHANGES & MISC PARTS	083536	70.49
	I-180335	35	-5862203	REPAIRS & MAI OIL CHANGES & MISC PARTS	083536	42.95
	I-180455	35	-5862203	REPAIRS & MAI OIL CHANGES & MISC PARTS	083536	33.00
	I-180629	35	-5862203	REPAIRS & MAI OIL CHANGES & MISC PARTS	083536	70.49
01-O00075	O'REILLY AUTO PARTS					
	C-OS00406779	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	083537	0.08
	I-0230-459347	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	083537	10.52
	I-0230-473962	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	083537	7.69
	I-0230-475556	35	-5862203	REPAIRS & MAI ANTIFREEZE-ALL VEHICLES	083537	550.00
01-P00329	PITSTOP POP A LOCK					
	I-9393	35	-5862203	REPAIRS & MAI REPLACE LOST VEHICLE KEYS	083544	120.00
	I-9394	35	-5862203	REPAIRS & MAI REPLACE LOST VEHICLE KEYS	083544	15.00
01-R00405	RIVERSIDE AUTO PLEX					
	I-CHCS176025	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	083551	51.68
01-S00249	MORGAN STANLEY SMITH BA					
	I-201706149904	35	-5862110	PENSION-DEFIN PENSION CONTRIBUTION-FLEET MAI	083554	1,991.00
01-S00710	STANDARD MACHINE LLC					
	I-249816	35	-5862203	REPAIRS & MAI MISC REPAIRS	083557	176.32
	I-249844	35	-5862203	REPAIRS & MAI MISC REPAIRS	083557	31.61
	I-249857	35	-5862203	REPAIRS & MAI MISC REPAIRS	083557	36.98
01-T00299	THOMPSON DIESEL INC					
	I-202808	35	-5862203	REPAIRS & MAI REBUILD INJECT PUMP-WW-11	083566	803.12
01-U00020	UNITED STATES CELLULAR					
	I-0193539562	35	-5862315	TELEPHONE 071 CELL PHONE EXP-FLEET MAINT	083432	65.24
				FUND 35 FLEET MAINTENANCE	TOTAL:	12,982.03

PACKET : 15417 15422 15431

VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-201706149907	41 -5975510	UTM LOAN PAYM INTREST ON AMI LOAN #134436	083465	4,187.76
01-R00215	HOLLOWAY, UPDIKE AND BE					
		I-STATEMENT NO.11	41 -5975411	AMI SYSTEM CONSULTANT FEES-AMR-AMI	083490	1,250.00
01-100188	INFRASTRUCTURE SOLUTION					
		I-MC-16-22-05	41 -5974501	MCC CONTROLS CONSULT FEE-WTP CONTROLS	083496	1,450.00
			FUND	41 CIP FUND	TOTAL:	6,887.76

6/21/2017 9:21 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 26

PACKET : 15417 15422 15431

VENDOR SET: M111

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100120	TYLER TECHNOLOGIES					
		I-025-192183	44 -5225401	TECHNOLOGY UP INCODE SERVER ACTIVITIES	063494	60.00
		I-045-192411	44 -5225401	TECHNOLOGY UP READER EQUIPMENT	063494	11,050.00
01-800726	STAPLES ADVANTAGE					
		I-3342297355	44 -5225402	SOFTWARE & TE MISC COMPUTER HARDWARE	083558	99.99
			FUND 44	TECHNOLOGY FUND	TOTAL:	11,229.99

PACKET : 15417 15422 15431

VENDOR SET: Multi

FUND : 46 STORMWATER FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00066	KATCON INC.					
		I-2017 PAYMENT # 2	46 -5871402	CANAL WALL RE CANAL RFP-CHANGE ORD#1	083504	8,975.00
		I-2017 PAYMENT #2	46 -5871402	CANAL WALL RE CANAL WALL & FLOOR REPAIR	083504	55,287.44
01-MC0155	SOUTHEASTERN OKLAHOMA R					
		I-72766	46 -5871404	MASTER DRAINAGE-STORMWATER MTG	083531	378.00
			FUND	46 STORMWATER FUND	TOTAL:	64,640.44
				REPORT GRAND TOTAL:		631,682.94

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	LINE ITEM=====	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	01 -2100	CLEET PAYABLE (COURT)	6,176.14					
	01 -2101	AFTS PAYABLE - COURT	3,375.02					
	01 -2102	FORENSICS PAYABLE (COURT)	3,243.28					
	01 -2103	OBV PAYABLE (COURT)	36.14					
	01 -2105	COLLECTION AGENCY 25% (COU	9,801.75					
	01 -5101202	OPERATING SUPPLIES	160.00	2,617		159.41-	Y	
	01 -5101330	DUES & SUBSCRIPTIONS	90.00	25,000		1,507.27		
	01 -5210202	OPERATING SUPPLIES	43.90	2,500		956.75		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	54.38	7,549		179.67-	Y	
	01 -5210480	CONTINGENCY	1,500.00	25,000		7,247.62		
	01 -5211202	OPERATING SUPPLIES	69.15	2,000		35.91		
	01 -5212202	OPERATING SUPPLIES	106.41	850		426.05		
	01 -5213202	OPERATING SUPPLIES	239.76	500		202.60		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	571.27	3,000		807.04		
	01 -5214302	CONSULTANTS	14,010.00	70,000		21,990.72-	Y	
	01 -5215110	PENSION - DEFINED BENEFIT	26,007.00	312,088		4.00		
	01 -5215202	OPERATING SUPPLIES	430.54	34,441		459.76		
	01 -5215312	EQUIPMENT RENTALS	101.12	27,205		212.88		
	01 -5215313	ELECTRIC UTILITY	28,245.21	314,522		3,759.52		
	01 -5215314	GAS UTILITY	769.62	28,200		4,826.97		
	01 -5215315	TELEPHONE UTILITY	2,230.94	38,000		1,939.03-	Y	
	01 -5215317	POSTAGE	750.00	10,000		1,856.86-	Y	
	01 -5215372	LIABILITY INSURANCE/BONDS	175.00	168,200		31,462.34		
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	10.00	6,500		1,940.05		
	01 -5320121	GRANT- DOJ MARIJUANA OT	509.28	15,000		1,444.55-	Y	
	01 -5320202	OPERATING EXPENSE	65.85	2,850		0.90		
	01 -5320328	INTERNET SERVICE	89.95	1,500		381.39		
	01 -5321202	OPERATING SUPPLIES	4,916.69	11,875		502.03-	Y	
	01 -5321316	REPAIRS & MAINTENANCE	285.00	2,850		1,619.93		
	01 -5321325	FIRING RANGE	1,767.49	15,000		5,640.22		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	2,500.38	9,500		1,320.17		
	01 -5322202	OPERATING SUPPLIES	1,646.55	933		735.05-	Y	
	01 -5322207	CLOTHING ALLOWANCE	230.00	250		83.06-	Y	
	01 -5431202	OPERATING SUPPLIES	1,217.70	14,251		1,003.64		
	01 -5431207	CLOTHING ALLOWANCE	555.92	29,025		275.90		
	01 -5431305	PHYSICALS	9,800.00	12,000		75.00		
	01 -5431328	INTERNET SERVICE	62.95	2,351		147.75		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	485.52	10,000		2,567.14		
	01 -5432202	OPERATING SUPPLIES	679.42	25,600		3,332.57-	Y	
	01 -5432308	CONTRACTED SERVICES	6,165.52	70,500		4,296.07		
	01 -5542202	OPERATING SUPPLIES	172.84	5,300		44.70		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,897.96	40,850		4,570.81		
	01 -5542204	SMALL TOOLS	1,499.00	3,000		833.57		
	01 -5542206	CHEMICALS	2,258.50	15,000		707.49		
	01 -5542308	CONTRACTED SERVICES	1,475.38	14,000		2,122.88		

** G/L ACCOUNT TOTALS **

				=====J.TNF. JTFM=====					=====GROUP BUDGET=====				
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG				
01	-5542316	REPAIRS & MAINTENANCE	671.10	4,150	1,339.91								
01	-5542328	INTERNET SERVICE	153.46	1,030	9,73-	Y							
01	-5542358	TREE BOARD/TREES	276.50	5,000	1,361.79								
01	-5543202	OPERATING SUPPLIES	345.55	10,450	5,692.57								
01	-5543316	REPAIRS & MAINTENANCE	134.66	9,500	977.70								
01	-5544202	OPERATING SUPPLIES	1,861.25	17,100	3,098.20								
01	-5544203	REPAIRS & MAINTENANCE SUPP	3,137.33	13,480	2,790.37								
01	-5544308	CONTRACT LABOR	581.00	15,000	2,141.15								
01	-5544328	INTERNET SERVICE	52.31	1,285	711.00								
01	-5547203	REPAIRS & MAINT SUPPLIES	34.90	11,400	669.97-	Y							
01	-5547308	CONTRACTED SERVICES	68.30	1,500	101.05								
01	-5548203	REPAIRS & MAINTENANCE SUPP	307.40	36,500	1,224.46-	Y							
01	-5548316	REPAIRS & MAINTENANCE	831.50	21,900	380.56								
01	-5548317	ELEVATOR REPAIR/MAINTENANC	1,050.00	1,200	1,219.00-	Y							
01	-5548328	INTERNET SERVICE	75.97	912	76.37-	Y							
01	-5652202	OPERATING SUPPLIES	205.57	2,400	1,870.33								
01	-5652319	DEMOLITION	13,137.00	77,600	5,344.01								
01	-5652331	EMPLOYEE TRAVEL & TRAININ	596.12	3,600	1,614.99								
01	-5652336	FEES	13.00	1,800	494.00								
01	-5653202	OPERATING SUPPLIES	372.57	713	149.43								
01	-5653213	SAFETY EXPENSE	5,029.59	25,500	800.18								
01	-5653348	DRUG TESTING/PHYSICALS	517.00	8,000	3,920.33-	Y							
01	-5865203	REPAIR & MAINT-TRAFFIC COM	2,190.16	46,525	9,762.15								
01	-5865218	STREET REPAIRS & MAINTENAN	17,783.51	341,000	4,531.06-	Y							
01	-5865328	INTERNET SERVICE	75.96	1,910	151.53								
01	-5865331	EMPLOYEE TRAVEL & TRAININ	72.26	500	90.51								
01	-5865404	STREET REPAIR PROJECT	30,818.00	214,047	25,622.53								
02	-2512	CRSA COLLECTION FEES	337.15										
02	-5216202	OPERATING SUPPLIES	9.66	10,100	6,825.03								
02	-5216207	CLOTHING ALLOWANCE	179.93	1,625	161.31-	Y							
02	-5216317	POSTAGE	1,190.99	32,000	2,274.52								
02	-5216336	FEES	776.68	24,100	1,392.25								
02	-5267110	PENSION - DEFINED BENEFIT	12,769.00	153,238	10.00								
02	-5267202	OPERATING SUPPLIES	615.13	12,500	47.53								
02	-5267313	ELECTRIC UTILITY	60,585.98	423,835	17,216.88								
02	-5267314	GAS UTILITY	90.76	8,000	1,436.00								
02	-5267315	TELEPHONE UTILITY	8,450.89	109,575	3,527.80-	Y							
02	-5267316	REPAIRS & MAINTENANCE	14.30	4,750	4,592.70								
02	-5866230	RECYCLING CENTER EXPENSE	21.85	2,300	600.00								
02	-5866306	CONTRACTED REFUSE SERVICES	150,322.84	1,801,388	169,915.62								
02	-5871202	OPERATING SUPPLIES	65.60	1,425	398.22								
02	-5871331	EMPLOYEE TRAVEL & TRAININ	766.88	3,000	463.59								
02	-5973203	REPAIRS & MAINT SUPPLIES	3,463.17	46,200	1,081.59								
02	-5973204	SMALL TOOLS	347.00	1,000	369.19								
02	-5973206	CHEMICALS	300.05	3,500	176.57								

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM=====		=====GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5973207	CLOTHING ALLOWANCE	99.99	3,000	111.62		
02	-5973210	RESIDUAL HANDLING-CHEMICAL	180.82	43,998	28,170.15		
02	-5973316	REPAIRS & MAINTENANCE	7,187.75	29,200	1,237.88		
02	-5973328	INTERNET SERVICE	88.43	5,124	1,465.04		
02	-5973329	DEQ FEES	1,150.00	25,000	1,085.15		
02	-5975202	OPERATING SUPPLIES	44.97	2,565	735.62		
02	-5975218	STREET REPAIRS & MAINTENAN	589.25	120,000	21,252.82		
02	-5975235	WATER MAIN REPAIR	1,642.90	40,000	6,728.47-	Y	
02	-5975328	INTERNET SERVICE	67.49	785	25.00-	Y	
02	-5975329	DEQ FEES	322.00	2,000	1,004.00		
03	-5876110	PENSION-DEFINED BENEFIT	954.00	11,448	0.00		
03	-5876203	REPAIRS & MAINT SUPPLIES	58.00	2,900	11.15		
03	-5876315	TELEPHONE UTILITY	32.67	414	3.44		
03	-5876331	EMPLOYEE TRAVEL & TRAININ	50.88	200	85.02		
05	-5218313	ELECTRIC UTILITY	202.65	2,000	697.05		
08	-5549110	PENSION-DEFINED BENEFIT	1,061.00	12,734	2.00		
08	-5549308	CONTRACT SERVICES	759.11	15,500	255.98		
08	-5549315	TELEPHONE UTILITY	98.01	4,610	196.95		
14	-5321451	POLICE EQUIPMENT	13,305.60	13,000	7,395.60-	Y	
27	-5655110	PENSION-DEFINED BENEFIT	720.00	8,645	5.00		
27	-5655202	OPERATING SUPPLIES	50.00	2,500	1,490.44		
27	-5655214	TOURISM EXPENSE	422.94	24,400	1,388.68-	Y	
27	-5655315	TELEPHONE UTILITY	48.28	1,000	501.26		
27	-5655331	TRAVEL & TRAINING	238.00	8,000	4,393.21		
27	-5655354	SUNBELT CLASSIC TOURNAMENT	15,000.00	15,000	0.00		
28	-5654110	PENSION-DEFINED BENEFIT	1,397.00	16,756	2.00		
28	-5654202	OPERATING SUPPLIES	33.79	2,500	444.18		
28	-5654203	REPAIR & MAINT SUPPLIES	958.34	20,000	3,294.85		
28	-5654210	CONCESSION SUPPLIES	6.92	30,000	2,805.61		
28	-5654314	GAS UTILITY	90.66	13,084	830.09		
28	-5654315	TELEPHONE UTILITY	282.87	2,800	89.47-	Y	
28	-5654316	REPAIRS & MAINTENANCE	2,283.42	35,000	9,054.55		
28	-5654328	INTERNET SERVICE	88.43	4,884	662.97		
28	-5654349	COUNCIL PARTNERSHIP	875.00	15,000	10,560.00		
28	-5654401	CAPITAL OUTLAY	728.35	20,000	95.42		
29	-5324110	PENSION-DEFINED BENEFIT	3,921.00	47,060	8.00		
29	-5324202	OPERATING SUPPLIES	16.45	5,000	2,055.51		
29	-5324207	CLOTHING ALLOWANCE	107.48	2,500	1,210.75		
29	-5324308	CONTRACTED SERVICES	350.00	59,483	32,578.50		
29	-5324315	TELEPHONE UTILITY	780.73	96,015	1,900.44		
29	-5324331	EMPLOYEE TRAVEL & TRAININ	35.29	6,500	837.73		
29	-5324401	CAPITAL OUTLAY	2,403.33	38,900	10,060.04		
30	-5211361	DEFENSE CONSULTANT SERVICE	6,224.11	49,000	1,357.14		
30	-5652114	PENSION-DEFINED CONTRIBUTI	1,226.00	19,093	74.92-	Y	
30	-5652343	2016 OSMPC GRANT-DEFENSE D	13,326.45	193,757	150,369.50		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		--- ==GROUP BUDGET - - --	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	32 -5215229	ROMB DISPLAY EXPENSES	718.20-	20,450	295.87-	Y	
	35 -5862110	PENSION-DEFINED BENEFIT	1,991.00	23,896	4.00		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	8,998.86	214,513	35,154.66		
	35 -5862315	TELEPHONE UTILITY	65.24	984	24.39		
	35 -5862316	REPAIRS & MAINTENANCE	1,926.93	16,300	4,081.71		
	41 -5974501	MCC CONTROLS - WTP	1,450.00	66,000	241,028.03-	Y	
	41 -5975411	AMT SYSTEM	1,250.00	1,010,803	1,097.02		
	41 -5975510	UTM LOAN PAYMENTS	4,187.76	20,000	7,058.18		
	44 -5225401	TECHNOLOGY UPGRADES	11,130.00	274,774	23,443.18		
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	99.99	50,000	13,705.44		
	46 -5871402	CANAL WALL REPLACEMENT	64,262.44	165,000	14,094.40		
	46 -5871404	MASTER DRAINAGE	378.00	337,000	1,880.60-	Y	
** 2016-2017 YEAR TOTALS **			631,682.94				

NO ERRORS

** END OF REPORT **

PACKET : 15417 15422 15431

VENDOR SET: Multiple

BANK : Multiple

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	6/2017	216,842.50CR
02	6/2017	251,681.46CR
03	6/2017	1,095.55CR
05	6/2017	202.85CR
08	6/2017	1,918.12CR
14	6/2017	13,305.60CR
27	6/2017	16,479.22CR
28	6/2017	6,744.70CR
29	6/2017	7,614.28CR
30	6/2017	20,776.56CR
32	6/2017	718.20
35	6/2017	12,982.03CR
41	6/2017	6,887.76CR
44	6/2017	11,229.99CR
46	6/2017	64,640.44CR
ALL		631,682.94CR



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda D
Department: James Stanford, IT
Prepared By: Computer Support Specialist Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall.

Discussion

Approved By

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



COMMUNICATIONS, LLC

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

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

Equipment Covered

Samsung iDCS Digital Telephone Sets and Inside Wiring

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

Effective Date 7/1/2017 through 6/30/2018

Fixed Yearly Rate - \$ 1950.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title

Equipment Maintenance Agreement

A. Coverage

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

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

B. Payment and Renewal

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

C. Miscellaneous

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda E
Department: _____
Prepared By: James Stanford, IT Account Code: _____
Date Prepared: Computer Support Specialist Budgeted Amount: _____
June 16, 2017 Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester.

Discussion

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak	



COMMUNICATIONS, LLC

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

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

Customer

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

AGREEMENT SCHEDULE

Non-System Service Contract Coverage

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

Equipment Covered

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

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

Effective Date 7/1/2017 through 6/30/2018

Fixed Yearly Rate - \$ 3220.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title

Equipment Maintenance Agreement

A. Coverage

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

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

B. Payment and Renewal

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

C. Miscellaneous

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda F
Department: James Stanford, IT
Prepared By: Computer Support Specialist Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services.

Recommendation

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

Discussion

Approved By

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



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

555 Anton Boulevard, Suite 200
Costa Mesa, CA 92626

Account Information

Customer Name: McAlester Public Works Authority
Address 1: 28 E Washington St
Address 2:
City: McAlester State: OK Zip: 74501
Contact Phone: (918) 423-9300
Email: joe.breeden@biztelok.com

Installation Site Information

Name: James Stanford
Address 1: 28 WASHINGTON ST
Address 2:
City: MCALESTER State: OK Zip: 74501
Install Phone: (918) 423-9300
Contact Phone: (918) 423-9300
Email: joe.breeden@biztelok.com

	Qty	Monthly	One-Time	Monthly Discount	One-Time Discount	NET Monthly	NET One-Time
Access							
Customer Provided Access	1	\$45.00	\$100.00	(\$45.00)	(\$100.00)	\$0.00	\$0.00
Equipment							
Edgemarc 4552 - Voice	1	\$28.00	\$0.00	(\$28.00)	(\$0.00)	\$0.00	\$0.00
Voice							
Integrated SIP (M)	1	\$0.00	\$0.00	(\$0.00)	(\$0.00)	\$0.00	\$0.00
Voice Sub-Services							
Business SIP Trunk Local (M)	20	\$9.95	\$30.00	(\$0.00)	(\$30.00)	\$199.00	\$0.00
National 5000 Minute Plan (M)	1	\$114.95	\$0.00	(\$0.00)	(\$0.00)	\$114.95	\$0.00
Professional Service Installation (M)	1	\$0.00	\$350.00	(\$0.00)	(\$350.00)	\$0.00	\$0.00
Telephone Number - Enhanced DID (M)	40	\$0.50	\$2.00	(\$0.00)	(\$2.00)	\$20.00	\$0.00

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

Total Monthly: \$333.95
Term: 36 Months

Total One Time: \$0.00
Net 30 Days

Promotions

Edgemarc 4552 - Free Rental w/3 year term

tes

All hardware costs are taxable.

2. Order does not reflect the Regulatory Recovery Surcharge or local, state, or federally mandated usage fees and/or taxes.

3. Actual shipping costs may vary and will be assessed at the time of shipping.

4. Pre-qualification information contained in this document is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Subscriber and substituted upon Subscriber's approval, which may result in changes to the quoted MRCs and NRCs. MegaPath commits to making reasonable efforts to find the least expensive access available that meets the Subscriber's requirements.

5. The Corporate Access SSL - Network-based access policy is set at SSL Server level where any group has access to any resource upon authentication.

6. MegaPath does not credit Subscriber accounts for E-rate discounts. Regardless of Subscriber's eligibility to receive an E-Rate discount for the telecommunications or Internet services provided herein, Subscriber will be invoiced the entire sum of contracted service. It is solely the Subscriber's responsibility to complete and file any necessary paperwork and invoice the USAC on its own behalf for any such discount.

7. Prior to, during and after the installation of requested services, Subscriber may choose to request that MegaPath augment the Service Order to provide additional services or remove services from the Service Order. Depending upon the scope of these requested changes, verbal requests from the Subscriber and/or Subscriber's delegated representative may be acceptable to MegaPath in which case MegaPath shall notify Subscriber of its acceptance of said changes via email. In some instances MegaPath may require additional written authorization. All applicable charges resulting from changes requested by the Subscriber and/or the Subscriber's delegated representative, whether written or verbal, are the responsibility of the Subscriber and shall be deemed to be part of this Service Order and subject to its Terms and Conditions.

8. Subscribers who purchase MegaPath voice or managed services with broadband connectivity acknowledge and understand that MegaPath broadband connectivity Services may be activated, and that charges for such Service may be invoiced and due prior to activation of MegaPath voice or managed services. If purchasing voice services, calls made prior to the billing start date will be billed at the local calling rates posted at:

http://www.megapath.com/megapath/assets/File/PDF/LegalAncillary_Call_Rates_Business_Voice.pdf.

9. Voice Quality and Best Effort Voice - MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the last mile of Subscriber's circuit. MegaPath cannot provide nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as Subscriber provided access. Subscriber understands that all voice services provisioned without Voice QoS Optimization, including those provided by MegaPath, another provider and Subscriber provided access are offered as a BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY).

10. By signing a service Order form, Subscriber authorizes MegaPath to obtain any credit information necessary and/or Subscriber proprietary network information necessary to provision the MegaPath Service and to establish Subscriber's MegaPath account. Subscriber authorizes release of said information by any and all third parties to MegaPath and its affiliates. MegaPath reserves the right, at its sole discretion, to decline new Orders and to require Subscriber to post appropriate advance deposits for new and existing Services.

11. On this quote, any references to the following refer to Internet Access, ADSL (including Lineshare and Dedicated), SDSL, T1, Ethernet (including Ethernet over DS1), Cable (including Business and Residential), Wireless Broadband and Fixed Wireless.

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

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

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

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

Subscriber's Authorized Representative

Name

Title

Date

MegaPath Signature

Name

Title

Date



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda G
Department: _____
Prepared By: James Stanford, IT Account Code: _____
Date Prepared: Computer Support Specialist Budgeted Amount: _____
June 16, 2017 Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website.

Recommendation

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

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



Service & License Agreement for McAlester, OK

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

Street Address 28 E. Washington

Address 2 P.O. Box 578

City McAlester State OK Postal Code 74502

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

Emergency Contact & Mobile Phone Pete Stasiak, 918-421-9900

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

Emergency Contact & Mobile Phone

Billing Contact Toni Ervin E-Mail toni.ervin@cityofmcalester.com

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

Billing Address P.O. Box 578

Address 2 28 E. Washington

City McAlester ST OK Postal Code 74502

Tax ID # 736005314 Sales Tax Exempt # 736005314

Billing Terms Annual Account Rep Carrie Broeckelmann

Info Required on Invoice (PO or Job #) PO

Contract Contact Pete Stasiak Email pete.stasiak@cityofmcalester.com

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

Project Contact James Stanford Email james.stanford@cityofmcalester.com

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



Terms & Conditions

Client Deliverable

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

Additional Services

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

Billing & Payment Terms

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

Agreement Renewal

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



Support

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

Marketing

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

Intellectual Property, Ownership & Content Responsibility

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

Indemnification

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



Force Majeure

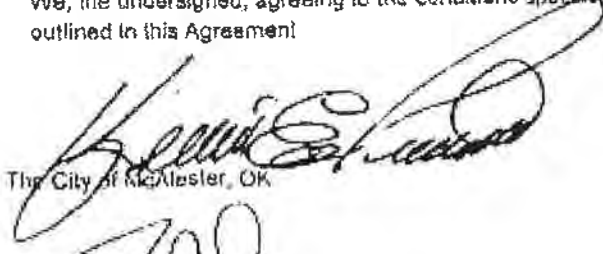
30. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute,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



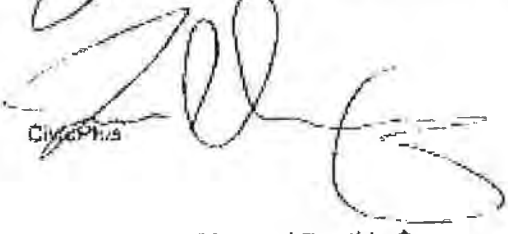
Service & License Agreement for McAlester, OK

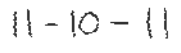
Acceptance

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


The City of McAlester, OK


Date


CivicPlus


Date

Sign and Fax this Copy

Attn: Contract Manager
Fax: 785-587-8951

And - Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

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

--Remainder of this page left intentionally blank--



Service & License Agreement for McAlester, OK

Exhibit A - CivicPlus Project Deliverables

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

Project Development	\$24,965
First Year's Annual Support, Maintenance & Hosting	FREE
<i>Server Storage not to exceed 20x GB; Media Center Storage not to exceed 10 GB</i>	
Total Fees Year 1	\$24,965

Year 2 and Beyond Annual Support, Maintenance & Hosting	\$4,265
<i>Subject to annual 5% increase</i>	

--Remainder of this page left intentionally blank--



Project Development

Objective 1: Establishing Your Site's Focus		
Phase 1: Analysis and Timeline Development		\$2,214
<u>Deliverable:</u> Project Timeline and worksheets		
Phase 2: Website Design		\$5,206
<u>Deliverable:</u> Website Design Composition		
Phase 3: Navigation Architecture Development		\$826
<u>Deliverable:</u> Navigation structure optimized for your website		
Objective 2: Content Development and Page Layout		
Phase 4: Modules and Site Setup		\$2,253
<u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.		
Phase 5: Content Development of 50 standard pages and up to 250 supporting elements		\$3,107
<u>Deliverable:</u> Website content development and module content.		
Phase 6: Test and Review, Establish Future Expectations		\$1,992
<u>Deliverable:</u> List of items that need to be addressed		
Objective 3: Equipping Your Staff for Successful Website Maintenance		
Phase 7: (4) Four Days of On-Site Training for up to 10 people per session		\$7,600
<i>Travel expenses are included in quote.</i>		
<u>Deliverable:</u> Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration, Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.		
Objective 4: Website Deployment		
Phase 8: Go-Live and Project Review		\$1,314
<u>Deliverable:</u> Final project review report		
Phase 9: Marketing		\$453
<u>Deliverable:</u> Registration of site with all major search engines		
Phase 10: Ongoing Consultation		Included
<u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.		
Expandable Modules		
None		n/a
Additional Functionality		
None		n/a
Gov 2.0 Upgrades		
Blog	Share	Included
Facebook Integration	Twitter Integration	Included
Options Included in One-Time Fee		
None		n/a
Total Project Development Fee		\$24,965
First Year Annual Support, Maintenance and Hosting Fee		FREE
Server storage not to exceed 20 GB; Media Center storage not to exceed 10 GB		
Total Fees Year 1		\$24,965



Service & License Agreement for McAlester, OK

Project Development Includes the Following:

Modules	Functionality
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • ePay • Facilities & Reservations • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • My Dashboard • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Permits & Licensing • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator • Request Tracker (5 users) • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:

Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B – Redesign Details

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

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda H
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

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

Recommendation

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

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

CONTRACT

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

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES

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

- F. PIM will provide to the City a written quarterly and annual performance report on activities within thirty days following the end of the City's fiscal quarters and years.
- G. The City of McAlester will provide use of the Former National Guard Armory located at 301 E. Polk Avenue for cleanup activities during October and April and provide reasonable support of these efforts for waste removal and recycling services.
- H. The Pride In McAlester Board of Directors and staff shall comply with the Oklahoma Open Meetings Act (Title 25, Oklahoma Statutes §§ 301-304) and the Oklahoma Open Records Act (Title 51, Oklahoma Statutes §§ 24A.1-24A.30). Notice of meetings shall be sent to the City Clerk within the time specified by law.

2. PAYMENT FOR SERVICES

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

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2017, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2018, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall

be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.

- D. Notices given under this Contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail, postage prepaid.
- E. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties.

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

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

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

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

4. ASSURANCES AND WARRANTIES

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.
- D. Nothing in this Contract is intended to authorize PIM to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of

real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

5. **INDEMNIFICATION**

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

6. **GENERAL TERMS AND CONDITIONS**

- A. Access and Records. PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender, or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this section.
- D. Compliance with Laws. PIM shall comply with all Federal, State, and Local laws, statutes, ordinances, regulations, insurance policy

requirements, and requirements applicable to its activities under this Contract.

- E. Conflict of Interest. To avoid any real or perceived conflict of interest, PIM shall refrain from hiring any person who is presently employed by the City, or relatives of any persons who are presently employed by the City. Further, the City shall be notified if any such person serves in any position or office of PIM.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to surrogate to the Parties' rights in the Contract, and/or any other right, in favor or immunity of the City.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City.

- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if PIM's promise to indemnify or hold the City harmless is found illegal or invalid, PIM shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.
- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- a. "ASSURANCES AND WARRANTIES"
 - b. "INDEMNIFICATION";
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2017, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

John Browne
Mayor

Cora Middleton
City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2017, for the Pride In McAlester.

PRIDE IN MCALESTER

Justin Few
President

ATTEST

Tabetha Howell
Secretary



FY 2017-2018 GOALS AND OBJECTIVES

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.

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

GOAL: Build membership base to 85 90.

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

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

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

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

GOAL: Have 12 radio interviews and 5 3 public service announcements.

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

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

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

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

GOAL: Prepare and distribute Pride In McAlester brochures.

OBJECTIVE: Work with educational institutions and organizations

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

GOAL: Participate in school workshops twice a year.

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

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

GOAL: Support and award the Pride In McAlester Scholarship.

OBJECTIVE: Serve the McAlester community through beautification projects.

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

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

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

GOAL: Paint at least 30 fire hydrants.

OBJECTIVE: Promote and encourage recycling.

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

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

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

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

OBJECTIVE: Continue to work towards a cleaner McAlester

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

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

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

~~**GOAL:** Develop and relaunch~~ Continue to grow the Adopt-A-Block program to twenty-five participants.

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

GOAL: Promote America Recycles Day

GOAL: Carry out Great American Cleanup™ activities.

GOAL: Conduct a Holiday Recycling Drive Promotion.

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

GOAL: Conduct an Arbor Day Activity

GOAL: Conduct a National Planting Day Activity

OBJECTIVE: Work with and maintain membership with other organizations.

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

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

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

~~**GOAL:** Maintain participation and membership with the McAlester Area Chamber of Commerce.~~

~~**GOAL:** Maintain participation and membership with McAlester Main Street.~~

GOAL: Continue to partner and support the activities of other national, statewide, and local organizations working towards beautification and sustainability.

Pride In McAlester 2017-2018 Budget

Revenue

Donations & Miscellaneous Fundraisers

\$	10,000.00

Grants & Sponsorships

\$	5,000.00

McAlester City Contract

\$	60,000.00

Membership

\$	2,500.00

Total Revenue

\$	77,500.00

Operating Expenses

Advertising

\$	1,000.00

Awards and Banquet

\$	3,500.00

Office and Storage Rent

\$	7,200.00

Office Supplies

\$	2,500.00

Payroll and Expenses

\$	40,000.00

Travel and Meetings

\$	1,700.00

Insurance

\$	1,300.00

Household Hazardous Waste

\$	13,000.00

Electronic Recycling

\$	8,000.00

Dues, Fees, and Memberships

\$	1,000.00

Volunteer Projects

\$	5,000.00

Scholarship

\$	500.00

Total Expenses

\$	84,700.00

Net Loss

\$	7,200.00

With this request we ask for your commitment for the fiscal 2017-2018 year.



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda I
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000.

Discussion

Approved By

Initial

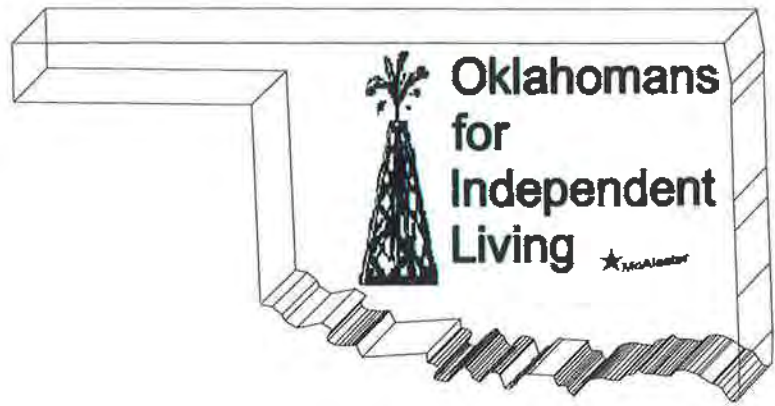
Date

Department Head

City Manager

P. Stasiak

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



601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

April 27, 2017

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

Dear Mr. Stasiak,

The Oklahomans for Independent Living are requesting a continuation of funding in the amount of \$24,000.00 for the accessible, door to door transportation program for McAlester's citizens that have disabilities or are elderly without a means of transportation.

I am available to meet with you to provide additional information as needed. On behalf of those people with disabilities that are served by OIL, I respectfully submit this request for your consideration.

Sincerely,

Pamela Pulchny,
Executive Director

Cc Mayor John Brown

United Way of
Southeastern Oklahoma



AGREEMENT BETWEEN THE CITY OF MCALESTER
AND
OKLAHOMANS FOR INDEPENDENT LIVING

This Agreement, made and entered into this 1st day of July, 2017 by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

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

OIL agrees to provide services for people with disabilities such as transportation, assistive technology, recreation, volunteer programs, Americans with Disabilities Act and disability awareness training, employment assistance, information and referral, advocacy, peer counseling, Independent Living Skills training, nursing facility transition/diversion and youth transition from school to post-secondary life.

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

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

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

- 1) Door-to-door transportation to be provided to individuals with disabilities and elderly persons with functional limitations to facilitate living; a minimum of twenty-four (24) hours is required; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and
- 3) Disability information and referrals; and
- 4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
- 5) Social and recreational programs for McAlester citizens with disabilities; and
- 6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and

- 7) Employment assistance to people with disabilities; and
- 8) Peer counseling and support groups to promote independence for people with disabilities; and
- 9) Individual assistance to advocate and encourage independence; and
- 10) ADA information and assistance for individuals, business and the City to help improve access and compliance with the regulations.
- 11) Nursing facility transition back into the community or diversion from entering the nursing facility.
- 12) Youth transition from school and into the workforce and assistance in obtaining secondary education. Provide readiness skills such as resume building, dress for success, job etiquette, and application assistance.

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

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

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

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

The term of this agreement shall be for the 2017-2018 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June-30, 2018, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

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

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

CITY OF MCALESTER
An Oklahoma Municipal Corporation

John Browne, Mayor

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the ____ day of _____, 2017.

OKLAHOMANS FOR INDEPENDENT LIVING



Pamela Pulchny, Executive Director

Approved as for form and legality:

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda J
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 4

Subject

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

Recommendation

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

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



May 19, 2017

Old Town Association
2701 N. Main Street
McAlester, OK 74501

City of McAlester
City Council
McAlester, OK 74501

The Old Town Association is again formally requesting funds from the City of McAlester to assist in the production of the annual Wild West Festival. This will be our 21st year to host this great event. We work hard to promote and produce this event but know that our limited resources will not suffice to produce it at the level of the past without your help.

The following is an estimated budget of expenses:

Advertising	8,500
Entertainment	13,500
Entertainment Support	1,500
Miscellaneous	<u>1,500</u>
Total Expenses	<u><u>25,000</u></u>

Of this amount we request the City of McAlester to budget \$12,800. The Old Town Association will work to raise the difference in this amount through various means.

Thank you for your consideration.

Brenda Baxter, Chair
Wild West Festival Committee



I am Brenda Baxter, 2701 North Main Street, Old Town Association Chair for the 2016 Wild West Festival held in Historic Old Town on September 30 and October 1. This was our 20th year to host the Wild West Festival and we have watched it grow from a few hundred to approximately 8,200 in 2016. The weather was just beautiful both days and as it turned out we had the first of the cooler weather for the weekend.

We had some great performers, 45 food and craft vendors. We had gunfights, a medicine show, trick roper and some great country and bluegrass music. We consider our entertainment this year to be some of the best we have ever had.

We advertised in every free venue we could find such as Travel OK, Oklahoma Living Magazine, Travel and Explore Oklahoma to name a few. We also advertised in the appropriate newspapers, radio and magazines such as the North Texas Farm & Ranch Magazine, OKFR Magazine and lots of social media. I gave out many interviews as many of these advertisers called for interviews. Also, the Oklahoma Tourism Department sent a film crew who professed to have gotten some great shots of entertainment and crowds. They will use the footage to promote Oklahoma and McAlester tourism.

We have found that the public is craving more events like this for our area which are family oriented entertainment and the Wild West Festival fits this niche perfectly. With our sheriff badge give a way our count was in excess of 8,200 in attendance. There were many that we missed giving badges to and those who refused badges. We plan to host the event on Saturday - Sunday in 2017.

As you can see from our final expense accounting Old Town Association receipts for the festival were \$10,557 which along with funds from the City of McAlester and Old Town Association we covered our total expenses of \$23,357.

Old Town Association 2016 Wild West Festival Final Accounting

Reciepts:	6,416.00
Donations	3,000.00
City of McAlester	12,800.00
Old Town Associaion	1,140.60
Total Receipts	\$ 23,356.60

Expenses Paid:	
News Capital	1,250.00
Briggs	166.00
Briggs	119.00
Eufaula Radio	750.00
McAlester Radio	1,950.00
Jumpin Jiminy	9,180.50
Quibble Brothers	2,000.00
Michael Wesley Hayes	1,000.00
Sticker Giant	361.63
SoundPrairie Pro Audio	1,999.00
Briggs	213.00
Oklahoma Kid	500.00
George Hopkins	500.00
Indian Territory Pistoliers	500.00
Ralph Cox	200.00
Movies in the Park	450.00
Bargain Journal	250.00
Floyd Morgan Jr. Photography	250.00
OKFR Magazine	675.00
JMMC-CAO (MCAAP Stage)	575.00
Oriental Trading	401.09
Crowns	43.40
iTunes	22.98

Total Expenses	\$ 23,356.60

AGREEMENT FOR THE PARTIAL FUNDING OF THE 2017 WILD WEST FESTIVAL

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

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the 2017 Wild West Festival which is scheduled for October 7th and 8th, 2017.

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

1. **City.** The City agrees to contribute, after being properly invoiced by OTA, Twelve Thousand Eight Hundred Dollars (\$12,800) for the partial cost of entertainment and promotion for the 2017 Wild West Festival. Funding will be disbursed through McAlester Tourism Department.
2. **OTA.** OTA agrees to provide the City with a detailed report accounting for the City contribution no later than November 30, 2017. Further, OTA agrees to remit, at the time OTA issues its detailed report, any City monies not spent for the purposes outlined in Section 1.
3. **Term and Termination.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.
4. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable, it shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this _____ day of June, 2017.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

ATTEST:

Cora Middleton, City Clerk

ATTEST:

By: _____
John Browne, Mayor

OLD TOWN ASSOCIATION

By: Brenda Baxter
Brenda Baxter, President



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda K
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2017/2018 funding in the amount of \$50,000.

Recommendation

Staff recommends authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2017/2018 funding in the amount of \$50,000.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

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

**THIS AGREEMENT MADE AND ENTERED INTO THIS _____ DAY
OF _____, 2017, BY AND BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF PITTSBURG COUNTY OF
OKLAHOMA, HEREINAFTER CALLED COUNTY, AND MCALESTER,
OKLAHOMA, HEREINAFTER CALLED CITY.**

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

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

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

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

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

III.

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

IV.

FINANCIAL TRANSACTIONS

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

BUDGETS

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

The City of McAlester shall compensate the City/Pittsburg County Emergency Management in the amount of \$50,000 for the fiscal year 2017/2018, beginning July 1, 2017 ending June 30, 2018. The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments.

TASK ASSIGNMENTS AND RESPONSIBILITIES

1. EMERGENCY MANAGEMENT DIRECTOR is responsible for:

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

WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE

WRITTEN.

Kevin Smith
Chairman, Bd of County
Commissioners

John Brown
Mayor

Attest:

Attest

Hope Trammell
County Clerk

Cora Middleton
City Clerk

Appropriation Ledger
Account SR-1A: CIVIL DEFENSE PS
Fiscal Year 2016-2017

<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>
	7/12/2016	Gross Payroll	000362	\$6,005.86					0.00	6,005.86	(6,005.86)
	7/12/2016	ENLOE, KEVIN J	000362			\$704.77	7/18/2016	000087	(704.77)	5,301.09	(6,005.86)
	7/12/2016	LUPARDUS, LOIS A.	000362			\$1,117.16	7/18/2016	000088	(1,821.93)	4,183.93	(6,005.86)
	7/12/2016	TRIPP, HILLARY N	000362			\$966.90	7/18/2016	000089	(2,788.83)	3,217.03	(6,005.86)
	7/12/2016	HACKLER AND HACKLER	000362			\$93.15	7/29/2016	000090	(2,881.98)	3,123.88	(6,005.86)
	7/12/2016	LOVE BEAL & NIXON P.C.	000362			\$321.92	7/21/2016	000092	(3,203.90)	2,801.96	(6,005.86)
	7/12/2016	NATIONWIDE RETIREMENT S	000362			\$30.00	7/21/2016	000093	(3,233.90)	2,771.96	(6,005.86)
	7/12/2016	OKLA. EMPLOYEES CREDIT U	000362			\$75.00	7/20/2016	000094	(3,308.90)	2,696.96	(6,005.86)
	7/12/2016	OKLA. PUBLIC EMPLOYEES R	000362			\$967.54	8/5/2016	000095	(4,276.44)	1,729.42	(6,005.86)
	7/12/2016	OKLAHOMA DEPARTMENT O	000362			\$250.00	7/20/2016	000096	(4,526.44)	1,479.42	(6,005.86)
	7/12/2016	THE BANK N.A.-OTC	000362			\$177.00	7/15/2016	000098	(4,703.44)	1,302.42	(6,005.86)
	7/12/2016	THE BANK NA	000362			\$1,302.42	7/15/2016	000099	(6,005.86)	0.00	(6,005.86)
	7/26/2016	Gross Payroll	000798	\$7,703.63					(6,005.86)	7,703.63	(13,709.49)
	7/26/2016	ENLOE, KEVIN J	000798			\$616.21	8/3/2016	000257	(6,622.07)	7,087.42	(13,709.49)
	7/26/2016	LUPARDUS, LOIS A.	000798			\$1,076.43	8/3/2016	000258	(7,698.50)	6,010.99	(13,709.49)
	7/26/2016	TRIPP, HILLARY N	000798			\$960.90	8/1/2016	000259	(8,659.40)	5,050.09	(13,709.49)
	7/26/2016	AFLAC	000798			\$183.82	8/5/2016	000263	(8,843.22)	4,866.27	(13,709.49)
	7/26/2016	ASSURITY LIFE INSURANCE (	000798			\$37.99	8/2/2016	000264	(8,881.21)	4,828.28	(13,709.49)
	7/26/2016	HACKLER AND HACKLER	000798			\$93.15	8/8/2016	000266	(8,974.36)	4,735.13	(13,709.49)
	7/26/2016	LOVE BEAL & NIXON P.C.	000798			\$264.80	8/4/2016	000269	(9,239.16)	4,470.33	(13,709.49)
	7/26/2016	OK PUBLIC EMP HEALTH & W	000798			\$1,770.09	8/3/2016	000270	(11,009.25)	2,700.24	(13,709.49)
	7/26/2016	OKLA. EMPLOYEES CREDIT U	000798			\$75.00	8/3/2016	000271	(11,084.25)	2,625.24	(13,709.49)
	7/26/2016	OKLA. PUBLIC EMPLOYEES R	000798			\$967.54	8/5/2016	000272	(12,051.79)	1,657.70	(13,709.49)
	7/26/2016	OKLAHOMA DEPARTMENT O	000798			\$250.00	8/3/2016	000273	(12,301.79)	1,407.70	(13,709.49)
	7/26/2016	THE BANK N.A.-OTC	000798			\$168.00	7/29/2016	000275	(12,469.79)	1,239.70	(13,709.49)
	7/26/2016	THE BANK NA	000798			\$1,239.70	7/29/2016	000276	(13,709.49)	0.00	(13,709.49)
	8/11/2016	Gross Payroll	001397	\$6,005.86					(13,709.49)	6,005.86	(19,715.35)
	8/11/2016	ENLOE, KEVIN J	001397			\$777.38	8/17/2016	000410	(14,486.87)	5,228.48	(19,715.35)
Year Total:				\$19,715.35	\$0.00	\$14,486.87			\$-14,486.87	\$5,228.48	\$-19,715.35

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

5/2/2017
8:33:23AM

Appropriation Ledger

Account SR-1A: CIVIL DEFENSE PS

Fiscal Year 2016-2017

<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>
	8/11/2016	LUPARDUS, LOIS A.	001397			\$1,117.16	8/17/2016	000411	(15,604.03)	4,111.32	(19,715.35)
	8/11/2016	TRIPP, HILLARY N	001397			\$966.90	8/17/2016	000412	(16,570.93)	3,144.42	(19,715.35)
	8/11/2016	HACKLER AND HACKLER	001397			\$342.46	8/23/2016	000413	(16,913.39)	2,801.96	(19,715.35)
	8/11/2016	NATIONWIDE RETIREMENT S	001397			\$30.00	8/23/2016	000415	(16,943.39)	2,771.96	(19,715.35)
	8/11/2016	OKLA. EMPLOYEES CREDIT U	001397			\$75.00	8/22/2016	000416	(17,018.39)	2,696.96	(19,715.35)
	8/11/2016	OKLA. PUBLIC EMPLOYEES R	001397			\$967.54	9/8/2016	000417	(17,985.93)	1,729.42	(19,715.35)
	8/11/2016	OKLAHOMA DEPARTMENT O	001397			\$250.00	8/23/2016	000418	(18,235.93)	1,479.42	(19,715.35)
	8/11/2016	THE BANK N.A.-OTC	001397			\$177.00	8/16/2016	000420	(18,412.93)	1,302.42	(19,715.35)
	8/11/2016	THE BANK NA	001397			\$1,302.42	8/16/2016	000421	(19,715.35)	0.00	(19,715.35)
	8/29/2016	Gross Payroll	001932	\$7,703.63					(19,715.35)	7,703.63	(27,418.98)
	8/29/2016	ENLOE, KEVIN J	001932			\$688.98	9/2/2016	000565	(20,404.33)	7,014.65	(27,418.98)
	8/29/2016	LUPARDUS, LOIS A.	001932			\$1,076.43	9/2/2016	000566	(21,480.76)	5,938.22	(27,418.98)
	8/29/2016	TRIPP, HILLARY N	001932			\$960.90	9/2/2016	000567	(22,441.66)	4,977.32	(27,418.98)
	8/29/2016	AFLAC	001932			\$183.82	9/8/2016	000571	(22,625.48)	4,793.50	(27,418.98)
	8/29/2016	ASSURITY LIFE INSURANCE C	001932			\$37.99	9/9/2016	000572	(22,663.47)	4,755.51	(27,418.98)
	8/29/2016	HACKLER AND HACKLER	001932			\$285.18	9/9/2016	000574	(22,948.65)	4,470.33	(27,418.98)
	8/29/2016	OK PUBLIC EMP HEALTH & W	001932			\$1,770.09	9/9/2016	000577	(24,718.74)	2,700.24	(27,418.98)
	8/29/2016	OKLA. EMPLOYEES CREDIT U	001932			\$75.00	9/7/2016	000578	(24,793.74)	2,625.24	(27,418.98)
	8/29/2016	OKLA. PUBLIC EMPLOYEES R	001932			\$967.54	9/8/2016	000579	(25,761.28)	1,657.70	(27,418.98)
	8/29/2016	OKLAHOMA DEPARTMENT O	001932			\$250.00	9/7/2016	000580	(26,011.28)	1,407.70	(27,418.98)
	8/29/2016	THE BANK N.A.-OTC	001932			\$168.00	9/1/2016	000582	(26,179.28)	1,239.70	(27,418.98)
	8/29/2016	THE BANK NA	001932			\$1,239.70	9/1/2016	000583	(27,418.98)	0.00	(27,418.98)
	9/13/2016	Gross Payroll	002450	\$6,005.86					(27,418.98)	6,005.86	(33,424.84)
	9/13/2016	ENLOE, KEVIN J	002450			\$1,119.84	9/19/2016	000753	(28,538.82)	4,886.02	(33,424.84)
	9/13/2016	LUPARDUS, LOIS A.	002450			\$1,117.16	9/19/2016	000754	(29,655.98)	3,768.86	(33,424.84)
	9/13/2016	TRIPP, HILLARY N	002450			\$966.90	9/19/2016	000755	(30,622.88)	2,801.96	(33,424.84)
	9/13/2016	NATIONWIDE RETIREMENT S	002450			\$30.00	9/21/2016	000758	(30,652.88)	2,771.96	(33,424.84)
	9/13/2016	OKLA. EMPLOYEES CREDIT U	002450			\$75.00	9/21/2016	000759	(30,727.88)	2,696.96	(33,424.84)
Year Total:				\$33,424.84	\$0.00	\$30,727.88			\$-30,727.88	\$2,696.96	\$-33,424.84

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

5/2/2017
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Appropriation Ledger

Account SR-1A: CIVIL DEFENSE PS

Fiscal Year 2016-2017

<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>
	9/13/2016	OKLA. PUBLIC EMPLOYEES R	002450			\$967.54	10/5/2016	000760	(31,695.42)	1,729.42	(33,424.84)
	9/13/2016	OKLAHOMA DEPARTMENT O	002450			\$250.00	9/20/2016	000761	(31,945.42)	1,479.42	(33,424.84)
	9/13/2016	THE BANK N.A.-OTC	002450			\$177.00	9/16/2016	000763	(32,122.42)	1,302.42	(33,424.84)
	9/13/2016	THE BANK NA	002450			\$1,302.42	9/16/2016	000764	(33,424.84)	0.00	(33,424.84)
	9/27/2016	Gross Payroll	002844	\$7,703.63					(33,424.84)	7,703.63	(41,128.47)
	9/27/2016	ENLOE, KEVIN J	002844			\$974.16	10/3/2016	000887	(34,399.00)	6,729.47	(41,128.47)
	9/27/2016	LUPARDUS, LOIS A.	002844			\$1,076.43	10/3/2016	000888	(35,475.43)	5,653.04	(41,128.47)
	9/27/2016	TRIPP, HILLARY N	002844			\$960.90	10/3/2016	000889	(36,436.33)	4,692.14	(41,128.47)
	9/27/2016	AFLAC	002844			\$183.82	10/12/2016	000893	(36,620.15)	4,508.32	(41,128.47)
	9/27/2016	ASSURITY LIFE INSURANCE C	002844			\$37.99	10/7/2016	000894	(36,658.14)	4,470.33	(41,128.47)
	9/27/2016	OK PUBLIC EMP HEALTH & W	002844			\$1,770.09	10/5/2016	000899	(38,428.23)	2,700.24	(41,128.47)
	9/27/2016	OKLA. EMPLOYEES CREDIT U	002844			\$75.00	10/5/2016	000900	(38,503.23)	2,625.24	(41,128.47)
	9/27/2016	OKLA. PUBLIC EMPLOYEES R	002844			\$967.54	10/5/2016	000901	(39,470.77)	1,657.70	(41,128.47)
	9/27/2016	OKLAHOMA DEPARTMENT O	002844			\$250.00	10/4/2016	000902	(39,720.77)	1,407.70	(41,128.47)
	9/27/2016	THE BANK N.A.-OTC	002844			\$168.00	9/30/2016	000904	(39,888.77)	1,239.70	(41,128.47)
	9/27/2016	THE BANK NA	002844			\$1,239.70	9/30/2016	000905	(41,128.47)	0.00	(41,128.47)
	10/11/2016	Gross Payroll	003354	\$6,005.86					(41,128.47)	6,005.86	(47,134.33)
	10/11/2016	ENLOE, KEVIN J	003354			\$1,119.84	10/17/2016	001058	(42,248.31)	4,886.02	(47,134.33)
	10/11/2016	LUPARDUS, LOIS A.	003354			\$1,117.16	10/17/2016	001059	(43,365.47)	3,768.86	(47,134.33)
	10/11/2016	TRIPP, HILLARY N	003354			\$966.90	10/17/2016	001060	(44,332.37)	2,801.96	(47,134.33)
	10/11/2016	NATIONWIDE RETIREMENT S	003354			\$30.00	10/19/2016	001063	(44,362.37)	2,771.96	(47,134.33)
	10/11/2016	OKLA. EMPLOYEES CREDIT U	003354			\$75.00	10/19/2016	001064	(44,437.37)	2,696.96	(47,134.33)
	10/11/2016	OKLA. PUBLIC EMPLOYEES R	003354			\$967.54	11/8/2016	001065	(45,404.91)	1,729.42	(47,134.33)
	10/11/2016	OKLAHOMA DEPARTMENT O	003354			\$250.00	10/19/2016	001066	(45,654.91)	1,479.42	(47,134.33)
	10/11/2016	THE BANK N.A.-OTC	003354			\$177.00	10/14/2016	001068	(45,831.91)	1,302.42	(47,134.33)
	10/11/2016	THE BANK NA	003354			\$1,302.42	10/14/2016	001069	(47,134.33)	0.00	(47,134.33)
	10/27/2016	Gross Payroll	003798	\$7,665.74					(47,134.33)	7,665.74	(54,800.07)
	10/27/2016	ENLOE, KEVIN J	003798			\$941.56	11/2/2016	001209	(48,075.89)	6,724.18	(54,800.07)
Year Total:				\$54,800.07	\$0.00	\$48,075.89			\$-48,075.89	\$6,724.18	\$-54,800.07

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

Appropriation Ledger

Account SR-1A: CIVIL DEFENSE PS

Fiscal Year 2016-2017

<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>
	10/27/2016	LUPARDUS, LOIS A.	003798			\$1,038.39	11/2/2016	001210	(49,114.28)	5,685.79	(54,800.07)
	10/27/2016	TRIPP, HILLARY N	003798			\$928.30	11/2/2016	001211	(50,042.58)	4,757.49	(54,800.07)
	10/27/2016	AFLAC	003798			\$183.82	11/14/2016	001215	(50,226.40)	4,573.67	(54,800.07)
	10/27/2016	ASSURITY LIFE INSURANCE (	003798			\$46.31	11/9/2016	001216	(50,272.71)	4,527.36	(54,800.07)
	10/27/2016	OK PUBLIC EMP HEALTH & W	003798			\$1,877.25	11/8/2016	001222	(52,149.96)	2,650.11	(54,800.07)
	10/27/2016	OKLA. EMPLOYEES CREDIT U	003798			\$75.00	11/4/2016	001223	(52,224.96)	2,575.11	(54,800.07)
	10/27/2016	OKLA. PUBLIC EMPLOYEES R	003798			\$967.54	11/8/2016	001224	(53,192.50)	1,607.57	(54,800.07)
	10/27/2016	OKLAHOMA DEPARTMENT O	003798			\$250.00	11/3/2016	001225	(53,442.50)	1,357.57	(54,800.07)
	10/27/2016	THE BANK N.A.-OTC	003798			\$161.00	11/1/2016	001227	(53,603.50)	1,196.57	(54,800.07)
	10/27/2016	THE BANK NA	003798			\$1,196.57	11/1/2016	001228	(54,800.07)	0.00	(54,800.07)
	11/4/2016	BUDGET			\$119528.16	BUDGET FY 2017			64,728.09	0.00	64,728.09
	11/10/2016	Gross Payroll	004306	\$6,005.86					64,728.09	6,005.86	58,722.23
	11/10/2016	ENLOE, KEVIN J	004306			\$1,119.84	11/17/2016	001377	63,608.25	4,886.02	58,722.23
	11/10/2016	LUPARDUS, LOIS A.	004306			\$1,117.16	11/17/2016	001378	62,491.09	3,768.86	58,722.23
	11/10/2016	TRIPP, HILLARY N	004306			\$966.90	11/17/2016	001379	61,524.19	2,801.96	58,722.23
	11/10/2016	NATIONWIDE RETIREMENT S	004306			\$30.00	11/23/2016	001383	61,494.19	2,771.96	58,722.23
	11/10/2016	OKLA. EMPLOYEES CREDIT U	004306			\$75.00	11/22/2016	001384	61,419.19	2,696.96	58,722.23
	11/10/2016	OKLA. PUBLIC EMPLOYEES R	004306			\$967.54	12/8/2016	001385	60,451.65	1,729.42	58,722.23
	11/10/2016	OKLAHOMA DEPARTMENT O	004306			\$250.00	11/22/2016	001386	60,201.65	1,479.42	58,722.23
	11/10/2016	THE BANK N.A.-OTC	004306			\$177.00	11/16/2016	001388	60,024.65	1,302.42	58,722.23
	11/10/2016	THE BANK NA	004306			\$1,302.42	11/16/2016	001389	58,722.23	0.00	58,722.23
	11/28/2016	Gross Payroll	004618	\$7,665.74					58,722.23	7,665.74	51,056.49
	11/28/2016	ENLOE, KEVIN J	004618			\$941.56	12/5/2016	001534	57,780.67	6,724.18	51,056.49
	11/28/2016	LUPARDUS, LOIS A.	004618			\$1,038.39	12/2/2016	001535	56,742.28	5,685.79	51,056.49
	11/28/2016	TRIPP, HILLARY N	004618			\$928.30	12/2/2016	001536	55,813.98	4,757.49	51,056.49
	11/28/2016	AFLAC	004618			\$183.82	12/9/2016	001540	55,630.16	4,573.67	51,056.49
	11/28/2016	ASSURITY LIFE INSURANCE (	004618			\$46.31	12/8/2016	001541	55,583.85	4,527.36	51,056.49
	11/28/2016	OK PUBLIC EMP HEALTH & W	004618			\$1,877.25	12/6/2016	001547	53,706.60	2,650.11	51,056.49
Year Total:				\$68,471.67	\$0.00	\$65,821.56			\$53,706.60	\$2,650.11	\$51,056.49

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Account SR-1A: CIVIL DEFENSE PS

Fiscal Year 2016-2017

<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>
	11/28/2016	OKLA. EMPLOYEES CREDIT U	004618			\$75.00	12/7/2016	001548	53,631.60	2,575.11	51,056.49
	11/28/2016	OKLA. PUBLIC EMPLOYEES R	004618			\$967.54	12/8/2016	001549	52,664.06	1,607.57	51,056.49
	11/28/2016	OKLAHOMA DEPARTMENT O	004618			\$250.00	12/5/2016	001550	52,414.06	1,357.57	51,056.49
	11/28/2016	THE BANK N.A.-OTC	004618			\$161.00	12/1/2016	001552	52,253.06	1,196.57	51,056.49
	11/28/2016	THE BANK NA	004618			\$1,196.57	12/1/2016	001553	51,056.49	0.00	51,056.49
	12/13/2016	Gross Payroll	005145	\$6,005.86					51,056.49	6,005.86	45,050.63
	12/13/2016	ENLOE, KEVIN J	005145			\$1,119.84	12/19/2016	001705	49,936.65	4,886.02	45,050.63
	12/13/2016	LUPARDUS, LOIS A.	005145			\$1,117.16	12/19/2016	001706	48,819.49	3,768.86	45,050.63
	12/13/2016	TRIPP, HILLARY N	005145			\$966.90	12/19/2016	001707	47,852.59	2,801.96	45,050.63
	12/13/2016	NATIONWIDE RETIREMENT S	005145			\$30.00	12/21/2016	001711	47,822.59	2,771.96	45,050.63
	12/13/2016	OKLA. EMPLOYEES CREDIT U	005145			\$75.00	12/21/2016	001712	47,747.59	2,696.96	45,050.63
	12/13/2016	OKLA. PUBLIC EMPLOYEES R	005145			\$967.54	1/9/2017	001713	46,780.05	1,729.42	45,050.63
	12/13/2016	OKLAHOMA DEPARTMENT O	005145			\$250.00	12/21/2016	001714	46,530.05	1,479.42	45,050.63
	12/13/2016	THE BANK N.A.-OTC	005145			\$177.00	12/16/2016	001716	46,353.05	1,302.42	45,050.63
	12/13/2016	THE BANK NA	005145			\$1,302.42	12/16/2016	001717	45,050.63	0.00	45,050.63
	12/22/2016	Gross Payroll	005388	\$7,665.74					45,050.63	7,665.74	37,384.89
	12/22/2016	ENLOE, KEVIN J	005388			\$941.56	1/3/2017	001808	44,109.07	6,724.18	37,384.89
	12/22/2016	LUPARDUS, LOIS A.	005388			\$1,038.39	1/3/2017	001809	43,070.68	5,685.79	37,384.89
	12/22/2016	TRIPP, HILLARY N	005388			\$928.30	1/3/2017	001810	42,142.38	4,757.49	37,384.89
	12/22/2016	AFLAC	005388			\$183.82	1/5/2017	001814	41,958.56	4,573.67	37,384.89
	12/22/2016	ASSURITY LIFE INSURANCE C	005388			\$46.31	1/11/2017	001815	41,912.25	4,527.36	37,384.89
	12/22/2016	OK PUBLIC EMP HEALTH & W	005388			\$1,877.25	1/5/2017	001820	40,035.00	2,650.11	37,384.89
	12/22/2016	OKLA. EMPLOYEES CREDIT U	005388			\$75.00	1/5/2017	001821	39,960.00	2,575.11	37,384.89
	12/22/2016	OKLA. PUBLIC EMPLOYEES R	005388			\$967.54	1/9/2017	001822	38,992.46	1,607.57	37,384.89
	12/22/2016	OKLAHOMA DEPARTMENT O	005388			\$250.00	1/9/2017	001823	38,742.46	1,357.57	37,384.89
	12/22/2016	THE BANK N.A.-OTC	005388			\$161.00	12/30/2016	001825	38,581.46	1,196.57	37,384.89
	12/22/2016	THE BANK NA	005388			\$1,196.57	12/30/2016	001826	37,384.89	0.00	37,384.89
	1/10/2017	Gross Payroll	005903	\$6,005.86					37,384.89	6,005.86	31,379.03
Year Total:				\$88,149.13	\$0.00	\$82,143.27			\$37,384.89	\$6,005.86	\$31,379.03

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

Appropriation Ledger
Account SR-1A: CIVIL DEFENSE PS
Fiscal Year 2016-2017

<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>
	1/10/2017	ENLOE, KEVIN J	005903			\$1,120.68	1/17/2017	001973	36,264.21	4,885.18	31,379.03
	1/10/2017	LUPARDUS, LOIS A.	005903			\$1,117.58	1/17/2017	001974	35,146.63	3,767.60	31,379.03
	1/10/2017	TRIPP, HILLARY N	005903			\$967.31	1/17/2017	001975	34,179.32	2,800.29	31,379.03
	1/10/2017	NATIONWIDE RETIREMENT S	005903			\$30.00	1/18/2017	001978	34,149.32	2,770.29	31,379.03
	1/10/2017	OKLA. EMPLOYEES CREDIT U	005903			\$75.00	1/19/2017	001979	34,074.32	2,695.29	31,379.03
	1/10/2017	OKLA. PUBLIC EMPLOYEES R	005903			\$967.54	2/8/2017	001980	33,106.78	1,727.75	31,379.03
	1/10/2017	OKLAHOMA DEPARTMENT O	005903			\$250.00	1/18/2017	001981	32,856.78	1,477.75	31,379.03
	1/10/2017	THE BANK N.A.-OTC	005903			\$177.00	1/13/2017	001983	32,679.78	1,300.75	31,379.03
	1/10/2017	THE BANK NA	005903			\$1,300.75	1/13/2017	001984	31,379.03	0.00	31,379.03
	1/18/2017	Gross Payroll	006112	\$538.26					31,379.03	538.26	30,840.77
	1/18/2017	LUPARDUS, LOIS A.	006112			\$215.45	1/24/2017	002077	31,163.58	322.81	30,840.77
	1/18/2017	TRIPP, HILLARY N	006112			\$215.45	1/23/2017	002078	30,948.13	107.36	30,840.77
	1/18/2017	THE BANK NA	006112			\$107.36	1/20/2017	002080	30,840.77	0.00	30,840.77
	1/27/2017	Gross Payroll	006382	\$7,644.58					30,840.77	7,644.58	23,196.19
	1/27/2017	ENLOE, KEVIN J	006382			\$742.48	2/7/2017	002183	30,098.29	6,902.10	23,196.19
	1/27/2017	LUPARDUS, LOIS A.	006382			\$1,038.81	2/3/2017	002184	29,059.48	5,863.29	23,196.19
	1/27/2017	TRIPP, HILLARY N	006382			\$928.72	2/2/2017	002185	28,130.76	4,934.57	23,196.19
	1/27/2017	AFLAC	006382			\$183.82	2/9/2017	002189	27,946.94	4,750.75	23,196.19
	1/27/2017	ASSURITY LIFE INSURANCE C	006382			\$46.31	2/10/2017	002190	27,900.63	4,704.44	23,196.19
	1/27/2017	OK PUBLIC EMP HEALTH & W	006382			\$2,153.81	2/7/2017	002195	25,746.82	2,550.63	23,196.19
	1/27/2017	OKLA. EMPLOYEES CREDIT U	006382			\$75.00	2/8/2017	002196	25,671.82	2,475.63	23,196.19
	1/27/2017	OKLA. PUBLIC EMPLOYEES R	006382			\$967.54	2/8/2017	002197	24,704.28	1,508.09	23,196.19
	1/27/2017	OKLAHOMA DEPARTMENT O	006382			\$250.00	2/7/2017	002198	24,454.28	1,258.09	23,196.19
	1/27/2017	THE BANK N.A.-OTC	006382			\$147.00	2/1/2017	002200	24,307.28	1,111.09	23,196.19
	1/27/2017	THE BANK NA	006382			\$1,111.09	2/1/2017	002201	23,196.19	0.00	23,196.19
	2/13/2017	Gross Payroll	006922	\$6,005.86					23,196.19	6,005.86	17,190.33
	2/13/2017	ENLOE, KEVIN J	006922			\$1,120.68	2/21/2017	002327	22,075.51	4,885.18	17,190.33
	2/13/2017	LUPARDUS, LOIS A.	006922			\$1,117.58	2/17/2017	002328	20,957.93	3,767.60	17,190.33
Year Total:				\$102,337.83	\$0.00	\$98,570.23			\$20,957.93	\$3,767.60	\$17,190.33

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

Appropriation Ledger

Account SR-1A: CIVIL DEFENSE PS

Fiscal Year 2016-2017

<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>
	2/13/2017	TRIPP, HILLARY N	006922			\$967.31	2/17/2017	002329	19,990.62	2,800.29	17,190.33
	2/13/2017	NATIONWIDE RETIREMENT S	006922			\$30.00	3/14/2017	002332	19,960.62	2,770.29	17,190.33
	2/13/2017	OKLA. EMPLOYEES CREDIT U	006922			\$75.00	3/14/2017	002333	19,885.62	2,695.29	17,190.33
	2/13/2017	OKLA. PUBLIC EMPLOYEES R	006922			\$967.54	3/20/2017	002334	18,918.08	1,727.75	17,190.33
	2/13/2017	OKLAHOMA DEPARTMENT O	006922			\$250.00	2/22/2017	002335	18,668.08	1,477.75	17,190.33
	2/13/2017	THE BANK N.A.-OTC	006922			\$177.00	2/16/2017	002337	18,491.08	1,300.75	17,190.33
	2/13/2017	THE BANK NA	006922			\$1,300.75	2/16/2017	002338	17,190.33	0.00	17,190.33
	2/24/2017	Gross Payroll	007185	\$7,644.58					17,190.33	7,644.58	9,545.75
	2/24/2017	ENLOE, KEVIN J	007185			\$742.48	3/9/2017	002499	16,447.85	6,902.10	9,545.75
	2/24/2017	LUPARDUS, LOIS A.	007185			\$1,038.81	3/6/2017	002500	15,409.04	5,863.29	9,545.75
	2/24/2017	TRIPP, HILLARY N	007185			\$928.72	3/2/2017	002501	14,480.32	4,934.57	9,545.75
	2/24/2017	AFLAC	007185			\$183.82	3/21/2017	002505	14,296.50	4,750.75	9,545.75
	2/24/2017	ASSURITY LIFE INSURANCE C	007185			\$46.31	3/20/2017	002506	14,250.19	4,704.44	9,545.75
	2/24/2017	OK PUBLIC EMP HEALTH & W	007185			\$2,153.81	3/17/2017	002511	12,096.38	2,550.63	9,545.75
	2/24/2017	OKLA. EMPLOYEES CREDIT U	007185			\$75.00	3/6/2017	002512	12,021.38	2,475.63	9,545.75
	2/24/2017	OKLA. PUBLIC EMPLOYEES R	007185			\$967.54	3/20/2017	002513	11,053.84	1,508.09	9,545.75
	2/24/2017	OKLAHOMA DEPARTMENT O	007185			\$250.00	3/7/2017	002514	10,803.84	1,258.09	9,545.75
	2/24/2017	THE BANK N.A.-OTC	007185			\$147.00	3/1/2017	002516	10,656.84	1,111.09	9,545.75
	2/24/2017	THE BANK NA	007185			\$1,111.09	3/1/2017	002517	9,545.75	0.00	9,545.75
	3/28/2017	Gross Payroll	008148	\$7,644.58					9,545.75	7,644.58	1,901.17
	3/28/2017	ENLOE, KEVIN J	008148			\$742.48	4/17/2017	002814	8,803.27	6,902.10	1,901.17
	3/28/2017	LUPARDUS, LOIS A.	008148			\$1,038.81	4/3/2017	002815	7,764.46	5,863.29	1,901.17
	3/28/2017	TRIPP, HILLARY N	008148			\$928.72	4/3/2017	002816	6,835.74	4,934.57	1,901.17
	3/28/2017	AFLAC	008148			\$183.82	4/13/2017	002820	6,651.92	4,750.75	1,901.17
	3/28/2017	ASSURITY LIFE INSURANCE C	008148			\$46.31	4/11/2017	002821	6,605.61	4,704.44	1,901.17
	3/28/2017	OK PUBLIC EMP HEALTH & W	008148			\$2,153.81	4/10/2017	002826	4,451.80	2,550.63	1,901.17
	3/28/2017	OKLA. EMPLOYEES CREDIT U	008148			\$75.00	4/5/2017	002827	4,376.80	2,475.63	1,901.17
	3/28/2017	OKLA. PUBLIC EMPLOYEES R	008148			\$967.54	4/12/2017	002828	3,409.26	1,508.09	1,901.17
Year Total:				\$117,626.99	\$0.00	\$116,118.90			\$3,409.26	\$1,508.09	\$1,901.17

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

5/2/2017
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Fiscal Year 2016-2017

Year Total:	\$117,626.99	\$0.00	\$117,626.99	\$1,901.17	\$0.00	\$1,901.17

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

5/2/2017
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Appropriation Ledger

Account SR-1AA: CIVIL DEFENSE-PARTTIME

Fiscal Year 2016-2017

<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>

Range Totals: \$0.00

\$0.00

\$0.00

Year Total:

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

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

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Fiscal Year 2016-2017

Year Total:	\$85.75	\$0.00	\$85.75	\$414.25	\$0.00	\$414.25
warrant was cancelled or void.					Page 1 of 1	

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

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Appropriation Ledger

Account SR-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	7/5/2016	COMDATA	000048	\$2,000.00					0.00	2,000.00	(2,000.00)
	7/5/2016	OTA PIKEPASS	000049	\$40.00					0.00	2,040.00	(2,040.00)
	7/6/2016	US CELLULAR	000109	\$196.98					0.00	2,236.98	(2,236.98)
	7/7/2016	OK TIRE	000239	\$497.00					0.00	2,733.98	(2,733.98)
	7/8/2016	SIRIUS XM SATELLITE RADI	000240	\$101.99					0.00	2,835.97	(2,835.97)
	7/8/2016	MCCRAY S MANUFACTURIN	000254	\$822.69					0.00	3,658.66	(3,658.66)
	7/11/2016	AT&T	000278	\$50.00					0.00	3,708.66	(3,708.66)
	7/11/2016	US CELLULAR	000109			\$196.98	7/27/2016	000013	(196.98)	3,511.68	(3,708.66)
	7/11/2016	SIRIUS XM SATELLITE RADI	000240			\$101.99	7/25/2016	000014	(298.97)	3,409.69	(3,708.66)
	7/12/2016	VYVE BROADBAND	000316	\$36.95					(298.97)	3,446.64	(3,745.61)
	7/13/2016	VYVE BROADBAND	000412	\$79.70					(298.97)	3,526.34	(3,825.31)
	7/13/2016	CANON FINANCIAL SERVIC	000416	\$125.00					(298.97)	3,651.34	(3,950.31)
	7/14/2016	PUBLIC SERVICE CO. OF OKL	000471	\$400.00					(298.97)	4,051.34	(4,350.31)
	7/14/2016	AT&T	000475	\$495.43					(298.97)	4,546.77	(4,845.74)
	7/18/2016	OK TIRE	000239			\$497.00	8/17/2016	000132	(795.97)	4,049.77	(4,845.74)
	7/18/2016	MCCRAY S MANUFACTURIN	000254			\$822.69	7/29/2016	000133	(1,618.66)	3,227.08	(4,845.74)
	7/18/2016	AT&T	000278			\$50.00	7/28/2016	000134	(1,668.66)	3,177.08	(4,845.74)
	7/18/2016	VYVE BROADBAND	000316			\$36.95	7/27/2016	000135	(1,705.61)	3,140.13	(4,845.74)
	7/18/2016	VYVE BROADBAND	000412			\$79.70	7/27/2016	000136	(1,785.31)	3,060.43	(4,845.74)
	7/18/2016	CANON FINANCIAL SERVIC	000416			\$125.00	7/29/2016	000137	(1,910.31)	2,935.43	(4,845.74)
	7/18/2016	PUBLIC SERVICE CO. OF OKL	000471			\$400.00	7/27/2016	000138	(2,310.31)	2,535.43	(4,845.74)
	7/18/2016	AT&T	000475			\$495.43	7/29/2016	000139	(2,805.74)	2,040.00	(4,845.74)
	7/19/2016	PUBLIC SERVICE CO. OF OKL	000565	\$16.17					(2,805.74)	2,056.17	(4,861.91)
	7/21/2016	MILLER OFFICE EQUIPMENT	000644	\$381.60					(2,805.74)	2,437.77	(5,243.51)
	7/22/2016	ACCO SIG	000701	\$998.00					(2,805.74)	3,435.77	(6,241.51)
	7/25/2016	PUBLIC SERVICE CO. OF OKL	000565			\$16.17	8/5/2016	000173	(2,821.91)	3,419.60	(6,241.51)
	7/25/2016	MILLER OFFICE EQUIPMENT	000644			\$381.60	8/4/2016	000174	(3,203.51)	3,038.00	(6,241.51)
	7/25/2016	ACCO SIG	000701			\$998.00	8/17/2016	000175	(4,201.51)	2,040.00	(6,241.51)
Year Total:				\$6,241.51	\$0.00	\$4,201.51			\$-4,201.51	\$2,040.00	\$-6,241.51

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

Appropriation Ledger
Account SR-2: CIVIL DEFENSE M&O
Fiscal Year 2016-2017

<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>
	8/1/2016	COMDATA	000958	\$2,000.00					(4,201.51)	4,040.00	(8,241.51)
	8/1/2016	OTA PIKEPASS	000959	\$40.00					(4,201.51)	4,080.00	(8,281.51)
	8/1/2016	MILLER OFFICE EQUIPMENT	000976	\$20.50					(4,201.51)	4,100.50	(8,302.01)
	8/1/2016	CANON FINANCIAL SERVIC	000981	\$125.00					(4,201.51)	4,225.50	(8,427.01)
	8/2/2016	HOLMANS FAST LUBE	001033	\$64.41					(4,201.51)	4,289.91	(8,491.42)
	8/2/2016	JET TIRE SERVICE	001040	\$40.00					(4,201.51)	4,329.91	(8,531.42)
	8/3/2016	AT&T	001084	\$505.57					(4,201.51)	4,835.48	(9,036.99)
	8/3/2016	UNITED PACKAGING & SHIP	001101	\$17.99					(4,201.51)	4,853.47	(9,054.98)
	8/8/2016	AT&T	001232	\$50.00					(4,201.51)	4,903.47	(9,104.98)
	8/8/2016	MILLER OFFICE EQUIPMENT	000976			\$20.50	8/18/2016	000336	(4,222.01)	4,882.97	(9,104.98)
	8/8/2016	CANON FINANCIAL SERVIC	000981			\$125.00	8/17/2016	000337	(4,347.01)	4,757.97	(9,104.98)
	8/8/2016	HOLMANS FAST LUBE	001033			\$64.41	8/18/2016	000338	(4,411.42)	4,693.56	(9,104.98)
	8/8/2016	JET TIRE SERVICE	001040			\$40.00	8/18/2016	000339	(4,451.42)	4,653.56	(9,104.98)
	8/8/2016	AT&T	001084			\$505.57	8/18/2016	000340	(4,956.99)	4,147.99	(9,104.98)
	8/9/2016	SIRIUS XM SATELLITE RADI	001275	\$101.99					(4,956.99)	4,249.98	(9,206.97)
	8/9/2016	VYVE BROADBAND	001276	\$36.95					(4,956.99)	4,286.93	(9,243.92)
	8/9/2016	AMERICAN COMMUNICATIO	001277	\$150.00					(4,956.99)	4,436.93	(9,393.92)
	8/11/2016	CINTAS FIRST AID AND SAFE	001369	\$51.25					(4,956.99)	4,488.18	(9,445.17)
	8/12/2016	PUBLIC SERVICE CO. OF OKL	001476	\$400.00					(4,956.99)	4,888.18	(9,845.17)
	8/15/2016	COMDATA	000048		\$-1402.01				(4,956.99)	3,486.17	(8,443.16)
	8/15/2016	COMDATA	000048			\$597.99	8/29/2016	000452	(5,554.98)	2,888.18	(8,443.16)
	8/15/2016	UNITED PACKAGING & SHIP	001101			\$17.99	8/30/2016	000453	(5,572.97)	2,870.19	(8,443.16)
	8/15/2016	AT&T	001232			\$50.00	8/29/2016	000454	(5,622.97)	2,820.19	(8,443.16)
	8/15/2016	SIRIUS XM SATELLITE RADI	001275			\$101.99	8/30/2016	000455	(5,724.96)	2,718.20	(8,443.16)
	8/15/2016	VYVE BROADBAND	001276			\$36.95	8/26/2016	000456	(5,761.91)	2,681.25	(8,443.16)
	8/15/2016	AMERICAN COMMUNICATIO	001277			\$150.00	8/30/2016	000457	(5,911.91)	2,531.25	(8,443.16)
	8/15/2016	CINTAS FIRST AID AND SAFE	001369			\$51.25	8/29/2016	000458	(5,963.16)	2,480.00	(8,443.16)
	8/22/2016	PUBLIC SERVICE CO. OF OKL	001673	\$16.17					(5,963.16)	2,496.17	(8,459.33)
Year Total:				\$9,861.34	\$-1,402.01	\$5,963.16			\$-5,963.16	\$2,496.17	\$-8,459.33

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

5/2/2017
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Appropriation Ledger

Account SR-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	8/22/2016	VYVE BROADBAND	001674	\$79.70					(5,963.16)	2,575.87	(8,539.03)
	8/22/2016	PUBLIC SERVICE CO. OF OKL	001476			\$400.00	8/31/2016	000489	(6,363.16)	2,175.87	(8,539.03)
	8/23/2016	PENGUIN MANAGEMENT IN	001764	\$211.83					(6,363.16)	2,387.70	(8,750.86)
	8/24/2016	STAPLES CREDIT PLAN	001795	\$149.99					(6,363.16)	2,537.69	(8,900.85)
	8/25/2016	NIX AUTO CENTER	001835	\$1,543.32					(6,363.16)	4,081.01	(10,444.17)
	8/25/2016	CINTAS FIRST AID AND SAFE	001837	\$149.31					(6,363.16)	4,230.32	(10,593.48)
	8/29/2016	COMDATA	001886	\$2,000.00					(6,363.16)	6,230.32	(12,593.48)
	8/29/2016	OTA PIKEPASS	001887	\$40.00					(6,363.16)	6,270.32	(12,633.48)
	8/29/2016	REDI REPAIRS LLC	001938	\$380.00					(6,363.16)	6,650.32	(13,013.48)
	8/29/2016	OTA PIKEPASS	000049		\$-32.20				(6,363.16)	6,618.12	(12,981.28)
	8/29/2016	OTA PIKEPASS	000049			\$7.80	9/14/2016	000604	(6,370.96)	6,610.32	(12,981.28)
	8/29/2016	PUBLIC SERVICE CO. OF OKL	001673			\$16.17	9/12/2016	000605	(6,387.13)	6,594.15	(12,981.28)
	8/29/2016	VYVE BROADBAND	001674			\$79.70	9/8/2016	000606	(6,466.83)	6,514.45	(12,981.28)
	8/29/2016	PENGUIN MANAGEMENT IN	001764			\$211.83	9/9/2016	000607	(6,678.66)	6,302.62	(12,981.28)
	8/29/2016	STAPLES CREDIT PLAN	001795			\$149.99	9/13/2016	000608	(6,828.65)	6,152.63	(12,981.28)
	8/29/2016	CINTAS FIRST AID AND SAFE	001837			\$149.31	9/8/2016	000609	(6,977.96)	6,003.32	(12,981.28)
	8/30/2016	AT&T	001998	\$503.72					(6,977.96)	6,507.04	(13,485.00)
	8/30/2016	STAPLES CREDIT PLAN	001999	\$608.86					(6,977.96)	7,115.90	(14,093.86)
	8/31/2016	NIX AUTO CENTER	002042	\$207.02					(6,977.96)	7,322.92	(14,300.88)
	9/2/2016	US CELLULAR	002104	\$194.86					(6,977.96)	7,517.78	(14,495.74)
	9/2/2016	CANON FINANCIAL SERVIC	002105	\$125.00					(6,977.96)	7,642.78	(14,620.74)
	9/6/2016	NIX AUTO CENTER	001835		\$-105.61				(6,977.96)	7,537.17	(14,515.13)
	9/6/2016	NIX AUTO CENTER	002042		\$-15.53				(6,977.96)	7,521.64	(14,499.60)
	9/6/2016	NIX AUTO CENTER	001835			\$1,437.71	9/15/2016	000646	(8,415.67)	6,083.93	(14,499.60)
	9/6/2016	REDI REPAIRS LLC	001938			\$380.00	9/14/2016	000647	(8,795.67)	5,703.93	(14,499.60)
	9/6/2016	AT&T	001998			\$503.72	9/15/2016	000648	(9,299.39)	5,200.21	(14,499.60)
	9/6/2016	STAPLES CREDIT PLAN	001999			\$608.86	9/15/2016	000649	(9,908.25)	4,591.35	(14,499.60)
	9/6/2016	NIX AUTO CENTER	002042			\$191.49	9/15/2016	000650	(10,099.74)	4,399.86	(14,499.60)
Year Total:				\$16,054.95	\$-1,555.35	\$10,099.74			\$-10,099.74	\$4,399.86	\$-14,499.60

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Appropriation Ledger
Account SR-2: CIVIL DEFENSE M&O
Fiscal Year 2016-2017

<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>
	9/6/2016	US CELLULAR	002104			\$194.86	9/16/2016	000651	(10,294.60)	4,205.00	(14,499.60)
	9/6/2016	CANON FINANCIAL SERVIC	002105			\$125.00	9/13/2016	000652	(10,419.60)	4,080.00	(14,499.60)
	9/7/2016	AT&T	002208	\$50.00					(10,419.60)	4,130.00	(14,549.60)
	9/12/2016	PUBLIC SERVICE CO. OF OKL	002385	\$400.00					(10,419.60)	4,530.00	(14,949.60)
	9/12/2016	VYVE BROADBAND	002392	\$36.95					(10,419.60)	4,566.95	(14,986.55)
	9/12/2016	COMDATA	000958		\$-1341.81				(10,419.60)	3,225.14	(13,644.74)
	9/12/2016	COMDATA	000958			\$658.19	9/26/2016	000678	(11,077.79)	2,566.95	(13,644.74)
	9/12/2016	AT&T	002208			\$50.00	9/26/2016	000679	(11,127.79)	2,516.95	(13,644.74)
	9/13/2016	VYVE BROADBAND	002463	\$79.70					(11,127.79)	2,596.65	(13,724.44)
	9/19/2016	OTA PIKEPASS	000959		\$-30.05				(11,127.79)	2,566.60	(13,694.39)
	9/19/2016	OTA PIKEPASS	000959			\$9.95	10/3/2016	000791	(11,137.74)	2,556.65	(13,694.39)
	9/19/2016	PUBLIC SERVICE CO. OF OKL	002385			\$400.00	9/29/2016	000792	(11,537.74)	2,156.65	(13,694.39)
	9/19/2016	VYVE BROADBAND	002392			\$36.95	9/28/2016	000793	(11,574.69)	2,119.70	(13,694.39)
	9/19/2016	VYVE BROADBAND	002463			\$79.70	9/29/2016	000794	(11,654.39)	2,040.00	(13,694.39)
	9/21/2016	PUBLIC SERVICE CO. OF OKL	002665	\$16.24					(11,654.39)	2,056.24	(13,710.63)
	9/26/2016	PUBLIC SERVICE CO. OF OKL	002665			\$16.24	10/10/2016	000813	(11,670.63)	2,040.00	(13,710.63)
	9/27/2016	MILLER OFFICE EQUIPMENT	002853	\$150.00					(11,670.63)	2,190.00	(13,860.63)
	9/29/2016	COOKSON HILLS ELECTRIC C	002946	\$209.02					(11,670.63)	2,399.02	(14,069.65)
	9/30/2016	MILLER OFFICE EQUIPMENT	002949	\$10.30					(11,670.63)	2,409.32	(14,079.95)
	10/3/2016	COMDATA	003004	\$2,000.00					(11,670.63)	4,409.32	(16,079.95)
	10/3/2016	OTA PIKEPASS CUSTOMER S	003005	\$40.00					(11,670.63)	4,449.32	(16,119.95)
	10/3/2016	MILLER OFFICE EQUIPMENT	002853			\$150.00	10/19/2016	000947	(11,820.63)	4,299.32	(16,119.95)
	10/3/2016	COOKSON HILLS ELECTRIC C	002946			\$209.02	10/17/2016	000948	(12,029.65)	4,090.30	(16,119.95)
	10/3/2016	MILLER OFFICE EQUIPMENT	002949			\$10.30	10/19/2016	000949	(12,039.95)	4,080.00	(16,119.95)
	10/4/2016	US CELLULAR	003061	\$365.99					(12,039.95)	4,445.99	(16,485.94)
	10/4/2016	CANON FINANCIAL SERVIC	003062	\$125.00					(12,039.95)	4,570.99	(16,610.94)
	10/4/2016	AT&T	003096	\$501.05					(12,039.95)	5,072.04	(17,111.99)
	10/5/2016	SIRIUS XM SATELLITE RADI	003115	\$101.99					(12,039.95)	5,174.03	(17,213.98)
Year Total:				\$20,141.19	\$-2,927.21	\$12,039.95			\$-12,039.95	\$5,174.03	\$-17,213.98

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

Appropriation Ledger
Account SR-2: CIVIL DEFENSE M&O
Fiscal Year 2016-2017

<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>
	10/10/2016	COMDATA	001886		\$-1208.58				(12,039.95)	3,965.45	(16,005.40)
	10/10/2016	COMDATA	001886			\$791.42	10/19/2016	000980	(12,831.37)	3,174.03	(16,005.40)
	10/10/2016	US CELLULAR	003061			\$365.99	10/21/2016	000981	(13,197.36)	2,808.04	(16,005.40)
	10/10/2016	CANON FINANCIAL SERVIC	003062			\$125.00	10/21/2016	000982	(13,322.36)	2,683.04	(16,005.40)
	10/10/2016	AT&T	003096			\$501.05	10/19/2016	000983	(13,823.41)	2,181.99	(16,005.40)
	10/10/2016	SIRIUS XM SATELLITE RADI	003115			\$101.99	10/27/2016	000984	(13,925.40)	2,080.00	(16,005.40)
	10/24/2016	OTA PIKEPASS	001887		\$-23.30				(13,925.40)	2,056.70	(15,982.10)
	10/24/2016	OTA PIKEPASS	001887			\$16.70	11/8/2016	001135	(13,942.10)	2,040.00	(15,982.10)
	11/4/2016	BUDGET			\$18000.00	BUDGET FY 2017			4,057.90	2,040.00	2,017.90
	11/14/2016	COMDATA	003004		\$-1392.62				4,057.90	647.38	3,410.52
	11/14/2016	COMDATA	003004			\$607.38	11/23/2016	001434	3,450.52	40.00	3,410.52
	11/21/2016	OTA PIKEPASS CUSTOMER S	003005		\$-32.10				3,450.52	7.90	3,442.62
	11/21/2016	OTA PIKEPASS CUSTOMER S	003005			\$7.90	12/5/2016	001450	3,442.62	0.00	3,442.62
	4/3/2017	COMDATA	008280	\$2,000.00					3,442.62	2,000.00	1,442.62
	4/3/2017	OTA PIKEPASS CUSTOMER S	008281	\$40.00					3,442.62	2,040.00	1,402.62
	4/3/2017	CINTAS FIRST AID AND SAFE	008282	\$100.00					3,442.62	2,140.00	1,302.62
	4/3/2017	Range Totals:		\$22,281.19	\$-5,583.81	\$14,557.38					

Year Total: \$22,281.19 \$-5,583.81 \$14,557.38 \$3,442.62 \$2,140.00 \$1,302.62

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

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Appropriation Ledger
Account SR-3: CIVIL DEFENSE CAPITAL OUTLAY
Fiscal Year 2016-2017

<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>
	11/4/2016	BUDGET			\$6000.00	BUDGET FY 2017			6,000.00	0.00	6,000.00
	11/4/2016		Range Totals:	\$0.00	\$0.00	\$0.00					

Year Total:

\$0.00

\$0.00

\$0.00

\$6,000.00

\$0.00

\$6,000.00

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

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HOPE TRAMMELL

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Appropriation Ledger
Account CD-1A: CIVIL DEFENSE PS
Fiscal Year 2016-2017

Dist	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	4/3/2017	MONTHLY APPROPRIATION			\$100.06	MARCH 2017			47,876.33	0.00	47,876.33
	4/7/2017	SPECIAL APPORTIONMENT			\$10000.00	REC# 1579			57,876.33	0.00	57,876.33
	4/7/2017	AIR MED CARE NETWORK	008488	\$150.00					57,876.33	150.00	57,726.33
	4/10/2017	AIR MED CARE NETWORK	008488			\$150.00	4/27/2017	000113	57,726.33	0.00	57,726.33
	4/11/2017	Gross Payroll	008564	\$6,005.86					57,726.33	6,005.86	51,720.47
	4/11/2017	ENLOE, KEVIN J	008564		\$1,120.68		4/17/2017	000118	56,605.65	4,885.18	51,720.47
	4/11/2017	LUPARDUS, LOIS A.	008564		\$1,117.58		4/17/2017	000119	55,488.07	3,767.60	51,720.47
	4/11/2017	TRIPP, HILLARY N	008564		\$967.31		4/17/2017	000120	54,520.76	2,800.29	51,720.47
	4/11/2017	NATIONWIDE RETIREMENT S	008564		\$30.00		4/19/2017	000121	54,490.76	2,770.29	51,720.47
	4/11/2017	OKLA. EMPLOYEES CREDIT U	008564		\$75.00		4/18/2017	000122	54,415.76	2,695.29	51,720.47
	4/11/2017	OKLA. PUBLIC EMPLOYEES R	008564		\$967.54			000123	53,448.22	1,727.75	51,720.47
	4/11/2017	OKLAHOMA DEPARTMENT O	008564		\$250.00		4/19/2017	000124	53,198.22	1,477.75	51,720.47
	4/11/2017	THE BANK N.A.-OTC	008564		\$177.00		4/13/2017	000125	53,021.22	1,300.75	51,720.47
	4/11/2017	THE BANK NA	008564		\$1,300.75		4/13/2017	000126	51,720.47	0.00	51,720.47
	4/25/2017	Gross Payroll	008894	\$7,644.58					51,720.47	7,644.58	44,075.89
	4/25/2017	ENLOE, KEVIN J	008894		\$742.48			000133	50,977.99	6,902.10	44,075.89
	4/25/2017	LUPARDUS, LOIS A.	008894		\$1,038.81		5/1/2017	000134	49,939.18	5,863.29	44,075.89
	4/25/2017	TRIPP, HILLARY N	008894		\$928.72		5/1/2017	000135	49,010.46	4,934.57	44,075.89
	4/25/2017	AFLAC	008894		\$183.82			000136	48,826.64	4,750.75	44,075.89
	4/25/2017	ASSURITY LIFE INSURANCE C	008894		\$46.31			000137	48,780.33	4,704.44	44,075.89
	4/25/2017	OK PUBLIC EMP HEALTH & W	008894		\$2,153.81			000138	46,626.52	2,550.63	44,075.89
	4/25/2017	OKLA. EMPLOYEES CREDIT U	008894		\$75.00			000139	46,551.52	2,475.63	44,075.89
	4/25/2017	OKLA. PUBLIC EMPLOYEES R	008894		\$967.54			000140	45,583.98	1,508.09	44,075.89
	4/25/2017	OKLAHOMA DEPARTMENT O	008894		\$250.00			000141	45,333.98	1,258.09	44,075.89
	4/25/2017	THE BANK N.A.-OTC	008894		\$147.00		4/28/2017	000142	45,186.98	1,111.09	44,075.89
	4/25/2017	THE BANK NA	008894		\$1,111.09		4/28/2017	000143	44,075.89	0.00	44,075.89
	4/26/2017	Range Totals:		\$13,800.44	\$0.00	\$13,800.44					
		Year Total:		\$19,806.30	\$0.00	\$19,806.30			\$44,075.89	\$0.00	\$44,075.89

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

Appropriation Ledger

Account CD-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	7/5/2016	CARRYOVER BALANCE			\$11991.74				11,991.74	0.00	11,991.74
	7/12/2016	STITCH n STUFF	000337	\$510.00					11,991.74	510.00	11,481.74
	7/18/2016	OEMA TREASURER	000534	\$500.00					11,991.74	1,010.00	10,981.74
	7/18/2016	STITCH n STUFF	000337			\$510.00	8/2/2016	000001	11,481.74	500.00	10,981.74
	7/19/2016	SPECIAL APPORTIONMENT			\$4166.67	REC# 73			15,648.41	500.00	15,148.41
	7/25/2016	NMOTION UAS LLC	000726	\$1,819.00					15,648.41	2,319.00	13,329.41
	7/25/2016	OEMA TREASURER	000534		\$-50.00				15,648.41	2,269.00	13,379.41
	7/25/2016	OEMA TREASURER	000534			\$450.00	8/24/2016	000003	15,198.41	1,819.00	13,379.41
	7/26/2016	ATWOODS	000812	\$216.88					15,198.41	2,035.88	13,162.53
	8/1/2016	SMILES PUBLIC SAFETY STO	000992	\$446.85					15,198.41	2,482.73	12,715.68
	8/1/2016	ATWOODS	000812			\$216.88	8/16/2016	000004	14,981.53	2,265.85	12,715.68
	8/2/2016	US CELLULAR	001026	\$194.86					14,981.53	2,460.71	12,520.82
	8/8/2016	NMOTION UAS LLC	000726			\$1,819.00	8/24/2016	000005	13,162.53	641.71	12,520.82
	8/8/2016	US CELLULAR	001026			\$194.86	8/19/2016	000006	12,967.67	446.85	12,520.82
	8/11/2016	TESSCO	001468	\$1,936.36					12,967.67	2,383.21	10,584.46
	8/15/2016	SPECIAL APPORTIONMENT			\$10000.00	REC# 221			22,967.67	2,383.21	20,584.46
	8/18/2016	OEMA TREASURER	001627	\$395.00					22,967.67	2,778.21	20,189.46
	8/22/2016	SPECIAL APPORTIONMENT			\$4166.67	REC# 257			27,134.34	2,778.21	24,356.13
	8/25/2016	SMILES PUBLIC SAFETY STO	001841	\$1,347.50					27,134.34	4,125.71	23,008.63
	8/29/2016	TESSCO	001468			\$1,936.36	9/9/2016	000007	25,197.98	2,189.35	23,008.63
	8/29/2016	OEMA TREASURER	001627			\$395.00	10/18/2016	000008	24,802.98	1,794.35	23,008.63
	8/31/2016	BEARTOOTH MAPPING INC.	002046	\$1,177.05					24,802.98	2,971.40	21,831.58
	9/12/2016	SMILES PUBLIC SAFETY STO	001841			\$1,347.50	9/23/2016	000010	23,455.48	1,623.90	21,831.58
	9/15/2016	GLOBAL STAR	002522	\$199.00					23,455.48	1,822.90	21,632.58
	9/19/2016	BEARTOOTH MAPPING INC.	002046			\$1,177.05	10/4/2016	000011	22,278.43	645.85	21,632.58
	9/21/2016	SPECIAL APPORTIONMENT			\$4166.67	REC# 423			26,445.10	645.85	25,799.25
	9/26/2016	MUSKOGEE COMMUNICATI	002773	\$487.00					26,445.10	1,132.85	25,312.25
	10/3/2016	UNITED STATES TREASURY	002773			\$487.00	10/17/2016	000012	25,958.10	645.85	25,312.25
	Year Total:			\$9,229.50	\$-50.00	\$8,533.65			\$25,958.10	\$645.85	\$25,312.25

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

Appropriation Ledger
Account CD-2: CIVIL DEFENSE M&O
Fiscal Year 2016-2017

<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>
	10/11/2016	AT&T	003323	\$50.00					25,958.10	695.85	25,262.25
	10/11/2016	SIRIUS XM SATELLITE RADI	003324	\$101.99					25,958.10	797.84	25,160.26
	10/12/2016	VYVE BROADBAND	003388	\$36.96					25,958.10	834.80	25,123.30
	10/12/2016	PUBLIC SERVICE CO. OF OKL	003389	\$400.00					25,958.10	1,234.80	24,723.30
	10/17/2016	AT&T	003323			\$50.00	10/27/2016	000014	25,908.10	1,184.80	24,723.30
	10/17/2016	SIRIUS XM SATELLITE RADI	003324			\$101.99	10/27/2016	000015	25,806.11	1,082.81	24,723.30
	10/17/2016	VYVE BROADBAND	003388			\$36.96	10/26/2016	000016	25,769.15	1,045.85	24,723.30
	10/17/2016	PUBLIC SERVICE CO. OF OKL	003389			\$400.00	10/26/2016	000017	25,369.15	645.85	24,723.30
	10/18/2016	PUBLIC SERVICE CO. OF OKL	003569	\$16.27					25,369.15	662.12	24,707.03
	10/18/2016	VYVE BROADBAND	003570	\$79.70					25,369.15	741.82	24,627.33
	10/19/2016	SPECIAL APPORTIONMENT			\$4166.67	REC# 581			29,535.82	741.82	28,794.00
	10/20/2016	ADVANTAGE TRUCK & AUT	003630	\$211.99					29,535.82	953.81	28,582.01
	10/24/2016	PUBLIC SERVICE CO. OF OKL	003569			\$16.27	11/3/2016	000018	29,519.55	937.54	28,582.01
	10/24/2016	VYVE BROADBAND	003570			\$79.70	11/2/2016	000019	29,439.85	857.84	28,582.01
	10/24/2016	ADVANTAGE TRUCK & AUT	003630			\$211.99	11/2/2016	000020	29,227.86	645.85	28,582.01
	10/31/2016	COMDATA	003870	\$2,000.00					29,227.86	2,645.85	26,582.01
	10/31/2016	OTA PIKEPASS	003871	\$40.00					29,227.86	2,685.85	26,542.01
	11/1/2016	US CELLULAR	003955	\$194.70					29,227.86	2,880.55	26,347.31
	11/1/2016	COOKSON HILLS ELECTRIC C	003956	\$68.94					29,227.86	2,949.49	26,278.37
	11/4/2016	CANON FINANCIAL SERVIC	004066	\$125.00					29,227.86	3,074.49	26,153.37
	11/7/2016	CARRYOVER BALANCE			\$1067.57	CARRYOVER FROM FY 2016			30,295.43	3,074.49	27,220.94
	11/7/2016	US CELLULAR	003955			\$194.70	11/28/2016	000021	30,100.73	2,879.79	27,220.94
	11/7/2016	COOKSON HILLS ELECTRIC C	003956			\$68.94	11/21/2016	000022	30,031.79	2,810.85	27,220.94
	11/7/2016	CANON FINANCIAL SERVIC	004066			\$125.00	11/23/2016	000023	29,906.79	2,685.85	27,220.94
	11/8/2016	VYVE BROADBAND	004166	\$36.96					29,906.79	2,722.81	27,183.98
	11/8/2016	SIRIUS XM SATELLITE RADI	004167	\$101.99					29,906.79	2,824.80	27,081.99
	11/8/2016	AT&T	004168	\$50.00					29,906.79	2,874.80	27,031.99
	11/8/2016	AT&T	004171	\$501.33					29,906.79	3,376.13	26,530.66
Year Total:				\$13,245.33	\$-50.00	\$9,819.20			\$29,906.79	\$3,376.13	\$26,530.66

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Appropriation Ledger

Account CD-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	11/10/2016	HOLMANS FAST LUBE	004310	\$67.33					29,906.79	3,443.46	26,463.33
	11/14/2016	VYVE BROADBAND	004166			\$36.96	11/28/2016	000024	29,869.83	3,406.50	26,463.33
	11/14/2016	SIRIUS XM SATELLITE RADI	004167			\$101.99	11/28/2016	000025	29,767.84	3,304.51	26,463.33
	11/14/2016	AT&T	004168			\$50.00	11/28/2016	000026	29,717.84	3,254.51	26,463.33
	11/14/2016	AT&T	004171			\$501.33	11/28/2016	000027	29,216.51	2,753.18	26,463.33
	11/15/2016	SPECIAL APPORTIONMENT			\$4166.67	REC# 745			33,383.18	2,753.18	30,630.00
	11/15/2016	PUBLIC SERVICE CO. OF OKL	004378	\$16.99					33,383.18	2,770.17	30,613.01
	11/15/2016	VYVE BROADBAND	004379	\$79.70					33,383.18	2,849.87	30,533.31
	11/21/2016	HOLMANS FAST LUBE	004310			\$67.33	12/5/2016	000028	33,315.85	2,782.54	30,533.31
	11/21/2016	PUBLIC SERVICE CO. OF OKL	004378			\$16.99	12/6/2016	000029	33,298.86	2,765.55	30,533.31
	11/21/2016	VYVE BROADBAND	004379			\$79.70	12/5/2016	000030	33,219.16	2,685.85	30,533.31
	11/28/2016	COMDATA	004570	\$2,000.00					33,219.16	4,685.85	28,533.31
	11/28/2016	OTA PIKEPASS CUSTOMER S	004571	\$40.00					33,219.16	4,725.85	28,493.31
	11/29/2016	PITTSBURG COUNTY FIREFI	004664	\$25.00					33,219.16	4,750.85	28,468.31
	11/29/2016	COOKSON HILLS ELECTRIC C	004699	\$64.81					33,219.16	4,815.66	28,403.50
	11/30/2016	ADA PAPER COMPANY	004716	\$174.74					33,219.16	4,990.40	28,228.76
	12/5/2016	SMILES PUBLIC SAFETY STO	000992			\$446.85	12/15/2016	000031	32,772.31	4,543.55	28,228.76
	12/5/2016	PITTSBURG COUNTY FIREFI	004664			\$25.00	12/13/2016	000032	32,747.31	4,518.55	28,228.76
	12/5/2016	COOKSON HILLS ELECTRIC C	004699			\$64.81	12/14/2016	000033	32,682.50	4,453.74	28,228.76
	12/7/2016	US CELLULAR	004937	\$194.70					32,682.50	4,648.44	28,034.06
	12/7/2016	AT&T	004938	\$50.00					32,682.50	4,698.44	27,984.06
	12/7/2016	AT&T	004939	\$508.15					32,682.50	5,206.59	27,475.91
	12/7/2016	PUBLIC SERVICE CO. OF OKL	004940	\$400.00					32,682.50	5,606.59	27,075.91
	12/7/2016	ICOM AMERICA INC.	004941	\$55.22					32,682.50	5,661.81	27,020.69
	12/7/2016	CANON FINANCIAL SERVIC	004942	\$125.00					32,682.50	5,786.81	26,895.69
	12/7/2016	HOLMANS FAST LUBE	004956	\$85.95					32,682.50	5,872.76	26,809.74
	12/7/2016	JET TIRE SERVICE	004957	\$20.00					32,682.50	5,892.76	26,789.74
	12/7/2016	HOLMANS FAST LUBE	004958	\$64.41					32,682.50	5,957.17	26,725.33
Year Total:				\$17,217.33	\$-50.00	\$11,210.16			\$32,682.50	\$5,957.17	\$26,725.33

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

PITTSBURG COUNTY CLERK 5/2/2017
HOPE TRAMMELL 8:33:23AM

Appropriation Ledger

Account CD-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	12/12/2016	MCALESTER NEWS CAPITAL	005092	\$167.88					32,682.50	6,125.05	26,557.45
	12/12/2016	SIRIUS XM SATELLITE RADI	005093	\$101.99					32,682.50	6,227.04	26,455.46
	12/12/2016	COMDATA	003870		\$-1437.50				32,682.50	4,789.54	27,892.96
	12/12/2016	COMDATA	003870			\$562.50	12/21/2016	000034	32,120.00	4,227.04	27,892.96
	12/12/2016	US CELLULAR	004937			\$194.70	12/28/2016	000035	31,925.30	4,032.34	27,892.96
	12/12/2016	AT&T	004938			\$50.00	12/22/2016	000036	31,875.30	3,982.34	27,892.96
	12/12/2016	AT&T	004939			\$508.15	12/22/2016	000037	31,367.15	3,474.19	27,892.96
	12/12/2016	PUBLIC SERVICE CO. OF OKL	004940			\$400.00	12/28/2016	000038	30,967.15	3,074.19	27,892.96
	12/12/2016	CANON FINANCIAL SERVIC	004942			\$125.00	12/22/2016	000039	30,842.15	2,949.19	27,892.96
	12/12/2016	HOLMANS FAST LUBE	004956			\$85.95	12/28/2016	000040	30,756.20	2,863.24	27,892.96
	12/12/2016	JET TIRE SERVICE	004957			\$20.00	12/22/2016	000041	30,736.20	2,843.24	27,892.96
	12/12/2016	HOLMANS FAST LUBE	004958			\$64.41	12/28/2016	000042	30,671.79	2,778.83	27,892.96
	12/13/2016	VYVE BROADBAND	005116	\$79.70					30,671.79	2,858.53	27,813.26
	12/13/2016	PUBLIC SERVICE CO. OF OKL	005159	\$400.00					30,671.79	3,258.53	27,413.26
	12/19/2016	MCALESTER NEWS CAPITAL	005092			\$167.88	1/4/2017	000043	30,503.91	3,090.65	27,413.26
	12/19/2016	SIRIUS XM SATELLITE RADI	005093			\$101.99	1/5/2017	000044	30,401.92	2,988.66	27,413.26
	12/19/2016	VYVE BROADBAND	005116			\$79.70	1/5/2017	000045	30,322.22	2,908.96	27,413.26
	12/19/2016	PUBLIC SERVICE CO. OF OKL	005159			\$400.00	12/29/2016	000046	29,922.22	2,508.96	27,413.26
	12/28/2016	SPECIAL APPORTIONMENT			\$4166.67	REC# 976			34,088.89	2,508.96	31,579.93
	12/29/2016	PUBLIC SERVICE CO. OF OKL	005469	\$13.97					34,088.89	2,522.93	31,565.96
	12/29/2016	CINTAS FIRST AID AND SAFE	005479	\$112.84					34,088.89	2,635.77	31,453.12
	12/29/2016	ACCO SIG	005495	\$1,028.00					34,088.89	3,663.77	30,425.12
	1/3/2017	COMDATA	005579	\$2,000.00					34,088.89	5,663.77	28,425.12
	1/3/2017	OTA PIKEPASS	005580	\$40.00					34,088.89	5,703.77	28,385.12
	1/3/2017	CINTAS FIRST AID AND SAFE	005581	\$100.00					34,088.89	5,803.77	28,285.12
	1/3/2017	COOKSON HILLS ELECTRIC C	005596	\$73.61					34,088.89	5,877.38	28,211.51
	1/3/2017	OTA PIKEPASS	003871		\$-39.50				34,088.89	5,837.88	28,251.01
	1/3/2017	OTA PIKEPASS	003871			\$0.50	1/20/2017	000047	34,088.39	5,837.38	28,251.01
Year Total:				\$21,335.32	\$-1,527.00	\$13,970.94			\$34,088.39	\$5,837.38	\$28,251.01

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

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Appropriation Ledger

Account CD-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	1/3/2017	PUBLIC SERVICE CO. OF OKL	005469			\$13.97	1/18/2017	000048	34,074.42	5,823.41	28,251.01
	1/3/2017	ACCO SIG	005495			\$1,028.00	1/26/2017	000049	33,046.42	4,795.41	28,251.01
	1/5/2017	CANON FINANCIAL SERVIC	005692	\$125.00					33,046.42	4,920.41	28,126.01
	1/5/2017	US CELLULAR	005693	\$194.70					33,046.42	5,115.11	27,931.31
	1/6/2017	ATWOODS	005792	\$127.49					33,046.42	5,242.60	27,803.82
	1/9/2017	CINTAS FIRST AID AND SAFE	005479			\$112.84	1/27/2017	000050	32,933.58	5,129.76	27,803.82
	1/9/2017	COOKSON HILLS ELECTRIC C	005596			\$73.61	1/19/2017	000051	32,859.97	5,056.15	27,803.82
	1/9/2017	CANON FINANCIAL SERVIC	005692			\$125.00	1/18/2017	000052	32,734.97	4,931.15	27,803.82
	1/9/2017	US CELLULAR	005693			\$194.70	1/23/2017	000053	32,540.27	4,736.45	27,803.82
	1/10/2017	AT&T	005874	\$50.00					32,540.27	4,786.45	27,753.82
	1/10/2017	REDI REPAIRS LLC	005875	\$1,130.00					32,540.27	5,916.45	26,623.82
	1/10/2017	SIRIUS XM SATELLITE RADI	005876	\$101.99					32,540.27	6,018.44	26,521.83
	1/10/2017	MUSKOGEE COMMUNICATI	005912	\$455.00					32,540.27	6,473.44	26,066.83
	1/11/2017	AT&T	005974	\$504.44					32,540.27	6,977.88	25,562.39
	1/17/2017	COMDATA	004570		\$-1464.91				32,540.27	5,512.97	27,027.30
	1/17/2017	COMDATA	004570			\$535.09	1/25/2017	000054	32,005.18	4,977.88	27,027.30
	1/17/2017	ATWOODS	005792			\$127.49	1/27/2017	000055	31,877.69	4,850.39	27,027.30
	1/17/2017	AT&T	005874			\$50.00	1/27/2017	000056	31,827.69	4,800.39	27,027.30
	1/17/2017	REDI REPAIRS LLC	005875			\$1,130.00	1/26/2017	000057	30,697.69	3,670.39	27,027.30
	1/17/2017	SIRIUS XM SATELLITE RADI	005876			\$101.99	1/27/2017	000058	30,595.70	3,568.40	27,027.30
	1/17/2017	UNITED STATES TREASURY	005912			\$455.00	1/27/2017	000059	30,140.70	3,113.40	27,027.30
	1/17/2017	AT&T	005974			\$504.44	1/25/2017	000060	29,636.26	2,608.96	27,027.30
	1/20/2017	VYVE BROADBAND	006192	\$79.70					29,636.26	2,688.66	26,947.60
	1/20/2017	PUBLIC SERVICE CO. OF OKL	006199	\$400.00					29,636.26	3,088.66	26,547.60
	1/23/2017	I-COM BATTERY SUPPLY	006228	\$190.00					29,636.26	3,278.66	26,357.60
	1/23/2017	PUBLIC SERVICE CO. OF OKL	006229	\$13.76					29,636.26	3,292.42	26,343.84
	1/23/2017	VYVE BROADBAND	006192			\$79.70	2/1/2017	000061	29,556.56	3,212.72	26,343.84
	1/23/2017	PUBLIC SERVICE CO. OF OKL	006199			\$400.00	2/1/2017	000062	29,156.56	2,812.72	26,343.84
Year Total:				\$24,707.40	\$-2,991.91	\$18,902.77			\$29,156.56	\$2,812.72	\$26,343.84

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Appropriation Ledger
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	1/24/2017	UNIVERSITY OF CENTRAL O	006247	\$199.00					29,156.56	3,011.72	26,144.84
	1/25/2017	RENAISSANCE HOTEL	006252	\$269.00					29,156.56	3,280.72	25,875.84
	1/27/2017	COOKSON HILLS ELECTRIC C	006346	\$66.49					29,156.56	3,347.21	25,809.35
	1/30/2017	COMDATA	006408	\$2,000.00					29,156.56	5,347.21	23,809.35
	1/30/2017	OTA PIKEPASS	006409	\$40.00					29,156.56	5,387.21	23,769.35
	1/30/2017	CINTAS FIRST AID AND SAFE	006410	\$100.00					29,156.56	5,487.21	23,669.35
	1/30/2017	OTA PIKEPASS CUSTOMER S	004571		\$-37.55				29,156.56	5,449.66	23,706.90
	1/30/2017	GLOBAL STAR	002522			\$199.00	3/13/2017	000063	28,957.56	5,250.66	23,706.90
	1/30/2017	OTA PIKEPASS CUSTOMER S	004571			\$2.45	2/15/2017	000064	28,955.11	5,248.21	23,706.90
	1/30/2017	ICOM AMERICA INC.	004941			\$55.22	2/13/2017	000065	28,899.89	5,192.99	23,706.90
	1/30/2017	I-COM BATTERY SUPPLY	006228			\$190.00	2/22/2017	000066	28,709.89	5,002.99	23,706.90
	1/30/2017	PUBLIC SERVICE CO. OF OKL	006229			\$13.76	2/13/2017	000067	28,696.13	4,989.23	23,706.90
	1/30/2017	COOKSON HILLS ELECTRIC C	006346			\$66.49	2/10/2017	000068	28,629.64	4,922.74	23,706.90
	2/1/2017	CANON FINANCIAL SERVIC	006501	\$125.00					28,629.64	5,047.74	23,581.90
	2/6/2017	US CELLULAR	006622	\$195.82					28,629.64	5,243.56	23,386.08
	2/6/2017	BEALES GOODYEAR	006623	\$15.00					28,629.64	5,258.56	23,371.08
	2/6/2017	CANON FINANCIAL SERVIC	006501			\$125.00	2/14/2017	000069	28,504.64	5,133.56	23,371.08
	2/7/2017	SIRIUS XM SATELLITE RADI	006692	\$101.99					28,504.64	5,235.55	23,269.09
	2/7/2017	AT&T	006693	\$50.00					28,504.64	5,285.55	23,219.09
	2/13/2017	WALMART COMMUNITY BR	006886	\$500.00					28,504.64	5,785.55	22,719.09
	2/13/2017	COMDATA	005579		\$-1684.95				28,504.64	4,100.60	24,404.04
	2/13/2017	ADA PAPER COMPANY	004716			\$174.74	2/28/2017	000070	28,329.90	3,925.86	24,404.04
	2/13/2017	COMDATA	005579			\$315.05	2/28/2017	000071	28,014.85	3,610.81	24,404.04
	2/13/2017	US CELLULAR	006622			\$195.82	2/28/2017	000072	27,819.03	3,414.99	24,404.04
	2/13/2017	BEALES GOODYEAR	006623			\$15.00	3/2/2017	000073	27,804.03	3,399.99	24,404.04
	2/13/2017	SIRIUS XM SATELLITE RADI	006692			\$101.99	2/28/2017	000074	27,702.04	3,298.00	24,404.04
	2/13/2017	AT&T	006693			\$50.00	3/3/2017	000075	27,652.04	3,248.00	24,404.04
	2/15/2017	VYVE BROADBAND	006985	\$79.70					27,652.04	3,327.70	24,324.34
Year Total:				\$28,449.40	\$-4,714.41	\$20,407.29			\$27,652.04	\$3,327.70	\$24,324.34

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

Appropriation Ledger
Account CD-2: CIVIL DEFENSE M&O
Fiscal Year 2016-2017

<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>
	2/15/2017	AT&T	006986	\$510.55					27,652.04	3,838.25	23,813.79
	2/15/2017	PUBLIC SERVICE CO. OF OKL	006987	\$400.00					27,652.04	4,238.25	23,413.79
	2/21/2017	SPECIAL APPORTIONMENT			\$14166.67	REC# 1296			41,818.71	4,238.25	37,580.46
	2/21/2017	PUBLIC SERVICE CO. OF OKL	007062	\$13.76					41,818.71	4,252.01	37,566.70
	2/21/2017	VYVE BROADBAND	006985			\$79.70	3/1/2017	000076	41,739.01	4,172.31	37,566.70
	2/21/2017	AT&T	006986			\$510.55	3/2/2017	000077	41,228.46	3,661.76	37,566.70
	2/21/2017	PUBLIC SERVICE CO. OF OKL	006987			\$400.00	3/1/2017	000078	40,828.46	3,261.76	37,566.70
	2/27/2017	COMDATA	007215	\$2,000.00					40,828.46	5,261.76	35,566.70
	2/27/2017	OTA PIKEPASS	007216	\$40.00					40,828.46	5,301.76	35,526.70
	2/27/2017	CINTAS FIRST AID AND SAFE	007217	\$100.00					40,828.46	5,401.76	35,426.70
	2/27/2017	OTA PIKEPASS	005580		\$-36.10				40,828.46	5,365.66	35,462.80
	2/27/2017	OTA PIKEPASS	005580			\$3.90	3/13/2017	000079	40,824.56	5,361.76	35,462.80
	2/27/2017	UNIVERSITY OF CENTRAL O	006247			\$199.00	3/10/2017	000080	40,625.56	5,162.76	35,462.80
	2/27/2017	RENAISSANCE HOTEL	006252			\$269.00	3/15/2017	000081	40,356.56	4,893.76	35,462.80
	2/27/2017	PUBLIC SERVICE CO. OF OKL	007062			\$13.76	3/13/2017	000082	40,342.80	4,880.00	35,462.80
	3/3/2017	COOKSON HILLS ELECTRIC C	007384	\$66.29					40,342.80	4,946.29	35,396.51
	3/3/2017	AT&T	007385	\$522.68					40,342.80	5,468.97	34,873.83
	3/3/2017	CANON FINANCIAL SERVIC	007386	\$125.00					40,342.80	5,593.97	34,748.83
	3/6/2017	COMDATA	006408		\$-1304.80				40,342.80	4,289.17	36,053.63
	3/6/2017	COMDATA	006408			\$695.20	3/15/2017	000083	39,647.60	3,593.97	36,053.63
	3/6/2017	COOKSON HILLS ELECTRIC C	007384			\$66.29	3/15/2017	000084	39,581.31	3,527.68	36,053.63
	3/6/2017	AT&T	007385			\$522.68	3/16/2017	000085	39,058.63	3,005.00	36,053.63
	3/6/2017	CANON FINANCIAL SERVIC	007386			\$125.00	3/16/2017	000086	38,933.63	2,880.00	36,053.63
	3/7/2017	US CELLULAR	007487	\$357.28					38,933.63	3,237.28	35,696.35
	3/10/2017	SPECIAL APPORTIONMENT			\$419.92	REC# 1415			39,353.55	3,237.28	36,116.27
	3/10/2017	AT&T	007698	\$50.75					39,353.55	3,288.03	36,065.52
	3/10/2017	SIRIUS XM SATELLITE RADI	007699	\$101.99					39,353.55	3,390.02	35,963.53
	3/13/2017	US CELLULAR	007487			\$357.28	3/23/2017	000096	38,996.27	3,032.74	35,963.53
Year Total:				\$32,737.70	\$-6,055.31	\$23,649.65			\$38,996.27	\$3,032.74	\$35,963.53

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

Appropriation Ledger

Account CD-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	3/13/2017	AT&T	007698			\$50.75	3/23/2017	000097	38,945.52	2,981.99	35,963.53
	3/13/2017	SIRIUS XM SATELLITE RADI	007699			\$101.99	3/22/2017	000098	38,843.53	2,880.00	35,963.53
	3/14/2017	PUBLIC SERVICE CO. OF OKL	007782	\$400.00					38,843.53	3,280.00	35,563.53
	3/14/2017	VYVE BROADBAND	007783	\$79.70					38,843.53	3,359.70	35,483.83
	3/16/2017	PENGUIN MANAGEMENT IN	007881	\$211.83					38,843.53	3,571.53	35,272.00
	3/16/2017	BEALES GOODYEAR	007884	\$883.80					38,843.53	4,455.33	34,388.20
	3/17/2017	CINTAS FIRST AID AND SAFE	007904	\$184.12					38,843.53	4,639.45	34,204.08
	3/20/2017	OTA PIKEPASS	006409		\$-34.50				38,843.53	4,604.95	34,238.58
	3/20/2017	OTA PIKEPASS	006409			\$5.50	4/3/2017	000099	38,838.03	4,599.45	34,238.58
	3/20/2017	PUBLIC SERVICE CO. OF OKL	007782			\$400.00	4/3/2017	000100	38,438.03	4,199.45	34,238.58
	3/20/2017	VYVE BROADBAND	007783			\$79.70	3/29/2017	000101	38,358.33	4,119.75	34,238.58
	3/20/2017	PENGUIN MANAGEMENT IN	007881			\$211.83	4/27/2017	000102	38,146.50	3,907.92	34,238.58
	3/22/2017	SPECIAL APPORTIONMENT			\$4166.67	REC# 1482			42,313.17	3,907.92	38,405.25
	3/22/2017	PUBLIC SERVICE CO. OF OKL	007983	\$13.86					42,313.17	3,921.78	38,391.39
	3/22/2017	BEALES GOODYEAR	007984	\$233.11					42,313.17	4,154.89	38,158.28
	3/23/2017	A-1 MINI STORAGE	008018	\$180.00					42,313.17	4,334.89	37,978.28
	3/23/2017	HARDROCK CASINO & RESO	008027	\$578.76					42,313.17	4,913.65	37,399.52
	3/23/2017	US POSTMASTER	008028	\$94.00					42,313.17	5,007.65	37,305.52
	3/24/2017	MUSKOGEE COMMUNICATI	008056	\$753.40					42,313.17	5,761.05	36,552.12
	3/27/2017	BEALES GOODYEAR	007884			\$883.80	4/5/2017	000103	41,429.37	4,877.25	36,552.12
	3/27/2017	CINTAS FIRST AID AND SAFE	007904			\$184.12	4/10/2017	000104	41,245.25	4,693.13	36,552.12
	3/27/2017	PUBLIC SERVICE CO. OF OKL	007983			\$13.86	4/10/2017	000105	41,231.39	4,679.27	36,552.12
	3/27/2017	BEALES GOODYEAR	007984			\$233.11	4/5/2017	000106	40,998.28	4,446.16	36,552.12
	3/27/2017	A-1 MINI STORAGE	008018			\$180.00	4/4/2017	000107	40,818.28	4,266.16	36,552.12
	3/27/2017	US POSTMASTER	008028			\$94.00	4/4/2017	000108	40,724.28	4,172.16	36,552.12
	3/27/2017	UNITED STATES TREASURY	008056			\$753.40	4/19/2017	000109	39,970.88	3,418.76	36,552.12
	3/30/2017	COOKSON HILLS ELECTRIC C	008216	\$59.69					39,970.88	3,478.45	36,492.43
	4/3/2017	CANON FINANCIAL SERVIC	008329	\$125.00					39,970.88	3,603.45	36,367.43
Year Total:				\$36,534.97	\$-6,089.81	\$26,841.71			\$39,970.88	\$3,603.45	\$36,367.43

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

5/2/2017
8:33:23AM

Appropriation Ledger

Account CD-2: CIVIL DEFENSE M&O

Fiscal Year 2016-2017

<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>
	4/3/2017	COOKSON HILLS ELECTRIC C	008216			\$59.69	4/12/2017	000112	39,911.19	3,543.76	36,367.43
	4/5/2017	US CELLULAR	008410	\$486.39					39,911.19	4,030.15	35,881.04
	4/7/2017	SIRIUS XM SATELLITE RADI	008478	\$101.99					39,911.19	4,132.14	35,779.05
	4/10/2017	AT&T	008529	\$50.00					39,911.19	4,182.14	35,729.05
	4/10/2017	CANON FINANCIAL SERVIC	008329			\$125.00	4/25/2017	000114	39,786.19	4,057.14	35,729.05
	4/10/2017	US CELLULAR	008410			\$486.39	4/24/2017	000115	39,299.80	3,570.75	35,729.05
	4/10/2017	SIRIUS XM SATELLITE RADI	008478			\$101.99	4/24/2017	000116	39,197.81	3,468.76	35,729.05
	4/12/2017	AT&T	008617	\$511.61					39,197.81	3,980.37	35,217.44
	4/17/2017	COMDATA	007215		\$-1158.14				39,197.81	2,822.23	36,375.58
	4/17/2017	OTA PIKEPASS	007216		\$-34.05				39,197.81	2,788.18	36,409.63
	4/17/2017	COMDATA	007215			\$841.86	4/26/2017	000127	38,355.95	1,946.32	36,409.63
	4/17/2017	OTA PIKEPASS	007216			\$5.95	5/1/2017	000128	38,350.00	1,940.37	36,409.63
	4/17/2017	AT&T	008529			\$50.00		000129	38,300.00	1,890.37	36,409.63
	4/17/2017	AT&T	008617			\$511.61	4/26/2017	000130	37,788.39	1,378.76	36,409.63
	4/18/2017	SPECIAL APPORTIONMENT			\$4166.67	REC# 1638			41,955.06	1,378.76	40,576.30
	4/18/2017	VYVE BROADBAND	008718	\$79.70					41,955.06	1,458.46	40,496.60
	4/18/2017	PUBLIC SERVICE CO. OF OKL	008719	\$13.86					41,955.06	1,472.32	40,482.74
	4/24/2017	CINTAS FIRST AID AND SAFE	008848	\$34.84					41,955.06	1,507.16	40,447.90
	4/24/2017	A-1 MINI STORAGE	008864	\$180.00					41,955.06	1,687.16	40,267.90
	4/24/2017	PUBLIC SERVICE CO. OF OKL	008865	\$400.00					41,955.06	2,087.16	39,867.90
	4/24/2017	VYVE BROADBAND	008718			\$79.70		000131	41,875.36	2,007.46	39,867.90
	4/24/2017	PUBLIC SERVICE CO. OF OKL	008719			\$13.86		000132	41,861.50	1,993.60	39,867.90
	4/27/2017	COOKSON HILLS ELECTRIC C	008963	\$62.37					41,861.50	2,055.97	39,805.53
	5/1/2017	COMDATA	009051	\$2,000.00					41,861.50	4,055.97	37,805.53
	5/1/2017	OTA PIKEPASS	009052	\$40.00					41,861.50	4,095.97	37,765.53
	5/1/2017	CINTAS FIRST AID AND SAFE	009053	\$100.00					41,861.50	4,195.97	37,665.53
	5/1/2017	CINTAS FIRST AID AND SAFE	008848			\$34.84		000144	41,826.66	4,161.13	37,665.53
	5/1/2017	A-1 MINI STORAGE	008864			\$180.00		000145	41,646.66	3,981.13	37,665.53
Year Total:				\$40,595.73	\$-7,282.00	\$29,332.60			\$41,646.66	\$3,981.13	\$37,665.53

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

5/2/2017
8:33:23AM

Appropriation Ledger

Account CD-2B: CIVIL DEFENSE LEASE PAYMENT

Fiscal Year 2016-2017

<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>

Range Totals:

\$0.00

\$0.00

\$0.00

Year Total:

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

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

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

5/2/2017
8:33:23AM

Appropriation Ledger
Account CD-3: CIVIL DEFENSE CAPITAL OUTLAY
Fiscal Year 2016-2017

<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>
	7/1/2016	ICOM AMERICA INC.	000005	\$247.86					0.00	247.86	(247.86)
	7/5/2016	CARRYOVER BALANCE			\$11,228.40	CARRYOVER FROM 2015-2016			111,228.40	247.86	110,980.54
	7/18/2016	ICOM AMERICA INC.	000005			\$247.86	7/28/2016	000002	110,980.54	0.00	110,980.54
	9/1/2016	IDLE TIME RV	002055	\$2,690.00					110,980.54	2,690.00	108,290.54
	9/2/2016	DELL MARKETING L.P.	002107	\$4,193.97					110,980.54	6,883.97	104,096.57
	9/6/2016	IDLE TIME RV	002055			\$2,690.00	9/16/2016	000009	108,290.54	4,193.97	104,096.57
	9/21/2016	MUSKOGEE COMMUNICATI	002676	\$10,000.00					108,290.54	14,193.97	94,096.57
	10/3/2016	DELL MARKETING L.P.	002107			\$4,193.97	10/14/2016	000013	104,096.57	10,000.00	94,096.57
	1/24/2017	INMAR MARINE GROUP	006251	\$13,335.46					104,096.57	23,335.46	80,761.11
	3/3/2017	US CELLULAR	007401	\$4,583.91					104,096.57	27,919.37	76,177.20
	3/27/2017	MUSKOGEE COMMUNICATI	002676		\$-342.20				104,096.57	27,577.17	76,519.40
	3/27/2017	UNITED STATES TREASURY	002676			\$9,657.80	4/19/2017	000111	94,438.77	17,919.37	76,519.40
	3/27/2017	INMAR MARINE GROUP	006251			\$13,335.46	4/7/2017	000110	81,103.31	4,583.91	76,519.40
	4/10/2017	US CELLULAR	007401		\$297.06				81,103.31	4,880.97	76,222.34
	4/10/2017	US CELLULAR	007401			\$4,880.97	4/24/2017	000117	76,222.34	0.00	76,222.34
	4/10/2017	Range Totals:		\$35,051.20	\$-45.14	\$35,006.06					

Year Total: \$35,051.20

\$-45.14

\$35,006.06

\$76,222.34

\$0.00

\$76,222.34

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

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McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda L
Department: David Horinek, Public
Prepared By: Works Director Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant.

Recommendation

Staff recommends authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

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

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

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

BACKGROUND

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

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

1) TERM

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

2) SERVICES

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

2.2 The Operator shall:

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

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

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

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

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

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

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

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

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

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

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

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

3) REPAIRS AND MAINTENANCE

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

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

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

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

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

4) CHEMICALS

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

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

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

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

5) ELECTRICITY

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

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

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

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

6) AUTHORITY OBLIGATIONS

6.1 The Authority shall:

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

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

7) FEES AND PAYMENT

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

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

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

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

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

8) TERMINATION

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

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

9) FINES, INDEMNIFICATION AND LIMITATION

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

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

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

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

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

10) INSURANCE

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

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

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

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

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

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

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

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

11) DISPUTES

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

12) INITIAL CAPITAL IMPROVEMENT AND PROFESSIONAL SERVICES PROJECTS

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

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

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

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

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

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

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

13) MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MCALESTER PUBLIC WORKS AUTHORITY:

By: Steve Harris
Title: Mayor

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By: Paul Albion
Title: VP

Schedule 1: The Services

The Services include:

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

Routine preventive maintenance

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

Schedule 2: The Facilities

1 Water Supply

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

2 Water Treatment Plant

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

3 Storage Tanks

The following storage tanks are included in the Facilities:

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

5 Booster Stations

The following booster stations are included in the Facilities:

- a. KFC Station
- b. Summit Ridge

Schedule 3: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 4: Authority's Permits

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

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



received
8-1-08

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY
Governor

July 28, 2008

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

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

Dear Mr. Medley:

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

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

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

Sincerely,

Carol Paden

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

CMP/TK/kw

Enclosures

c: McAlester DEQ Office
Stan Ketchum, DEQ Regional Manager



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

AUTHORIZATION NUMBER: OKG380039
FACILITY ID NUMBER: W-20603

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

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

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

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

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

at a point located approximately:

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

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

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

This Authorization shall become effective on January 1, 2008.

This Authorization shall expire at midnight December 31, 2012.

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

Issued this 28th day of July, 2008.

For the Oklahoma Department of Environmental Quality:

A handwritten signature in cursive script, reading "Carol Paden", is written over a horizontal line.

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

PART I**A. Effluent Limitations and Monitoring Requirements**

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

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

^a When discharging.

^b Readings may be averaged for the month if an individual sample is in excess of the monthly average.

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

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

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

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

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

B. Reporting and Monitoring Requirements

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

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

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

PART II
OTHER PERMIT REQUIREMENTS

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

PART III. STANDARD CONDITIONS FOR OPDES MUNICIPAL/DOMESTIC PERMIT

SECTION A. Definitions

In addition to the definitions included in the Oklahoma Pollutant Discharge Elimination System Act (OPDES Act), Title 27 O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder (See OAC 252.606); the following definitions shall apply to this permit:

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

SBR Composite Sample:

SBR Sample

A minimum of three aliquots collected from the discharge of a reactor. The first aliquot must be collected no later than $\frac{1}{4}$ time, the second approximately $\frac{1}{2}$ time, and the third no earlier than $\frac{3}{4}$ time from the initiation of a discharge cycle to the stoppage of the discharge cycle. The three aliquots shall consist of equal portions unless the rate of discharge from the reactor varies significantly during the cycle, in which case the measurement of the flow occurring at the time of their collection.

Single Composite SBR Sample

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

Two-Cycle Composite SBR Sample

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

Three-Cycle Composite SBR Sample

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

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

SECTION B. Monitoring, Record Keeping, Reporting and Liabilities

1. Monitoring

a. Site and Frequency

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

b. Representative Samples

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

c. Averaging of Measurements

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

d. Additional Monitoring by the Permittee

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

2. Testing Requirements

a. Methods

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

b. Maintenance and Calibration

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

c. Quality Control

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

3. Flow Measurements

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

4. Records

a. Contents

Records of monitoring information shall include:

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

b. Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three (3) years from the date of the sample, measurement, report, or application. This period may be extended by request of the Executive Director at any time.

5. Discharge Monitoring Reports (DMRs)

All monitoring information required in Part I, Section A of this permit shall be included on DMRs (EPA form 3320-1). Reporting periods shall end on the last day of the month. The reports shall be prepared monthly. The original and one copy shall be submitted to the Oklahoma Department of Environmental Quality at the address shown below no later than the tenth (10th) day of the following month. A copy shall also be submitted simultaneously to the appropriate local DEQ office. All operating records and reports shall comply with the OPDES Act, the Oklahoma Environmental Quality Code, and the requirements of 40 CFR § 122.41(j).

Water Quality Division
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, OK 73101-1677

6. Noncompliance Reports

a. Twenty-Four Hour Reporting

(1) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. The DEQ shall be notified by calling 1-800-256-2365 or 702-8290 (Oklahoma City Metropolitan Area). A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The report shall contain the following information:

- (a) A description of the noncompliance and its cause;
- (b) The period of noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and,
- (c) Steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

(2) The following shall be included as information which must be reported within 24 hours:

- (a) Any unanticipated bypass which exceeds any effluent limitation in the permit;
- (b) Any upset which exceeds any effluent limitation in the permit;
- (c) Any violation of a maximum daily discharge limit for any of the pollutants listed by the Executive Director in Part I, Section A, and,
- (d) Any bypass in the collection system [sanitary sewer overflow (SSO)].

(3) The Executive Director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

b. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under Part III, Sections B.3 and B.6.a or the reporting requirements of any Schedule of Compliance included in Part I, Section B at the time monitoring reports are submitted. The reports shall contain the information listed at Part III, Section B.6.a.

7. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under the Act.

8. Criminal, Civil and Administrative Penalties

Violations of the permit conditions contained in this permit may subject the permittee to state administrative, civil or criminal penalties as set forth in 27A O.S. § 2-6-206 and/or federal penalties as provided for in Title 18 of the United States Code, and regulations promulgated thereon. Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

SECTION C. Other Conditions

1. Permit Application

a. Timely Application

Upon timely application for a permit, any prior permit remains in effect until a new one is issued.

b. Date of Application

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. The application shall be submitted at least 180 days before the expiration date of this permit unless otherwise authorized by the Executive Director. He or she may grant permission to submit an application less than 180 days in advance but no later than the permit expiration date. Continuation of expiring permits shall be governed by regulations promulgated at 40 CFR § 122.6 and any subsequent amendments.

c. Relevant Facts

When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Executive Director, it shall promptly submit such facts or information.

2. Changes

a. Change in discharge

(1) Anticipated Noncompliance

The permittee shall give advance notice of any planned changes in the permitted facility or activity, which may result in

noncompliance with permit requirements.

(2) Municipal Permits

Any change in the facility discharge (including the introduction of any new source or significant discharge or significant changes in the quantity or quality of existing discharges to the treatment system that may result in new or increased discharges of pollutants) must be reported to the permitting authorities. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violations or add to existing violations of the effluent limitations specified herein.

(3) Other Permits

The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- (a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR § 122.29(b); or,
- (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to all pollutants whether or not they are subject to effluent limitations in the permit.

b. Transfer of Ownership or Control

This permit is not transferable to any person except after notice to the Executive Director. The Executive Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as necessary under the Act.

3. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

4. Duty to Comply

- a. All authorized discharges shall comply with the rules of the DEQ, which are hereby incorporated by reference: the Act and OPDES Regulations, and all provisions, conditions, and requirements included in this permit.
- b. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of applicable state and federal laws and the Act, the Oklahoma Environmental Quality Code and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
- c. The permittee shall comply with effluent standards or prohibitions established under the Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

6. Duty to Halt or Reduce Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

7. Duty to Provide Information

The permittee shall furnish within a reasonable time, any information which the Executive Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish, upon request, copies of records required to be kept by this permit.

8. Permit Modification, Suspension and Revocation

After notice and opportunity for a hearing, as is required by law, this permit may be modified, suspended, revoked and reissued, or terminated during its term in accordance with 40 CFR §§ 122.62 and 122.64, and Title 27 O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder (See OAC 252.606). The filing of a request for a permit modification or reissuance, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

9. Proper Operation and Maintenance

- a. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by permittee as efficiently as possible and in a manner which will minimize upsets and discharges of excessive

pollutants and will achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of this permit.

- b. The permittee shall provide an adequate operating staff which is duly qualified to carry out operation, maintenance and testing functions required to insure compliance with the conditions of this permit.
- c. Collected screenings, slurries, sludges and other solids shall be disposed of in accordance with the Oklahoma Solid Waste Management Act and in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the state and in compliance with applicable rules of the DEQ.

10. Power Failure

The permittee is responsible for maintaining adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures either by means of alternative power sources, standby generators, or retention of inadequately treated effluent.

11. Upsets and Bypasses

a. Upsets

- (1) An upset constitutes an affirmative defense to an enforcement action brought for noncompliance with technology-based permit effluent limitations if the following requirements are met. A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and that the permittee can identify the specific cause(s) of the upset;
 - (b) The permitted facility was at the time being properly operated;
 - (c) The permittee submitted notice of the upset as required in Part III, Section B.6 of this permit;
 - (d) The permittee complied with any remedial measures under Part III, Section C.5.
- (2) Burden of Proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

b. Bypasses

- (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
 - (a) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the reporting requirements of Part III, Sections C.11.b(1) and (2).
 - (b) Bypass exceeding limitations is prohibited, and the Executive Director may take enforcement action against a permittee for bypass, unless:
 - i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,
 - iii. The permittee submitted notices required by Part III, Section B.6.
 - (c) The Executive Director may allow an anticipated bypass that exceeds limitations after considering its adverse effects, if he/she determines that it will meet the three conditions listed at Part III, Section C.11.b.(1)(b).
- (2) Unanticipated bypass. The permittee shall, within 24 hours, submit notice of an unanticipated bypass as required in Part III, Section B.6.

12. Percent Removal

For publicly owned treatment works, the 30-day average (or monthly average) percent removal for Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) shall not be less than 85 percent unless otherwise authorized by the permitting authority in accordance with 40 CFR § 133.103. This requirement may be waived in permits containing mass loading limits for BOD and TSS.

13. Right of Entry

The permittee shall allow the Executive Director, and/or his/her authorized representative(s), upon presentation of credentials and such other documents as may be required by the law to:

- a. Enter upon the permittee's premises or other premises under the control of the permittee, where an effluent source is located or may be located or in which any records are required to be kept under the terms and conditions of this permit;
- b. Have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit, or the Act or DEQ rules;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), maintenance, practices or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

14. Toxic Effluent Standards

- a. Notwithstanding Section III.C.8 of this permit, if any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under the Act for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition.
- b. The permittee is prohibited from discharging any toxic substance in a toxic amount.

15. Signatory Requirements

All applications, reports, or information submitted to the Executive Director shall be signed and certified.

- a. All permit applications shall be signed as follows:

- (1) For a corporation - by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

- (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or,
- (b) The manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- (2) For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

- (3) For a municipality, state, federal, or other public agency - by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:

- (a) The chief executive officer of the agency, or
- (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

- b. All reports required by the permit and other information requested by the Executive Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- (1) The authorization is made in writing by a person described above;
- (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. A duly authorized representative may thus be either a named individual or an individual occupying a named position; and,
- (3) The written authorization is submitted to the Executive Director.

- c. Certification. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

16. Confidentiality

Except for applications, effluent data, permits, and other data specified in 40 CFR § 122.7, any information submitted pursuant to this permit may be claimed as confidential by the submitter. The Executive Director will rule upon such claim in accordance with the Act. If no claim is made at the time of submission, information may be made available to the public without further notice.

f:\standard municipal permit documents\part iii.doc
updated 12/10/04

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR AUTHORIZATION UNDER GENERAL PERMIT OKG38 TO DISCHARGE FILTER BACKWASH WASTEWATER
UNDER THE OKLAHOMA POLLUTANT DISCHARGE ELIMINATION SYSTEM (OPDES)

FORM 2MW

FOR DEQ USE ONLY	Application/Permit Number OKG38 _____ Date Received: _____ SIC Code: _____ If a proposed facility, give estimated date of completion: _____ DEQ PERMIT ENGINEER: _____	Facility ID No. _____

DO NOT attempt to complete this application without reading the instructions!

SECTION I

1. Legal name of applicant:

M^o Alester Public Works Authority

2. Mailing address of applicant:

Street Address or PO Box P.O. Box 578
City M^o Alester County Pittsburg State Oklahoma Zip Code 74502
Telephone (918) 423-9300 Ext. 4995 Fax (918) 421-4970
E-mail Address david.medley@cityofmcalester.com

3. Name and address of facility:

Facility Name M^o Alester Water Treatment Plant
Street Address 5200 Water Works Road
City M^o Alester County Pittsburg State Oklahoma Zip Code 74501
Telephone (918) 423-0267 Fax (918) 424-8124
E-mail Address wtrplt@cityofmcalester.com

4. Location of discharging facility (e.g., NE ¼, SW ¼, SE ¼, Section 1, Township 2 North, Range 3 West):

Legal Description of Facility Location SW ¼, NE ¼, _____, Section 14, Township 6N, Range 14E
Latitude: 34°59'40.125 N Longitude: 95°47'41.149 W

5. Type Ownership: Public ☒ Private () Federal () State ()

6. Contact Person:

Name and Title David R. Medley
Address P.O. Box 578 City M^o Alester
County Pittsburg State Oklahoma Zip Code 74502 Telephone (918) 423-9300 Ext. 4995
Fax (918) 421-4970 Cell Phone (918) 424-4454

E-mail Address David.Medley@cityofmealester.com

7. Type of discharge:

- ☒ A. Filter backwash from water treatment plant
☐ B. Other (specify) _____

8. Type of treatment for filter backwash water:

Detention pond(s): One cell _____ Two or more cells 2

- ☒ A. With treatment by a conventional plant
☐ B. With treatment by a package plant
☐ C. With treatment by a reverse osmosis plant
☐ D. Other (specify) _____

9. Indicate below the type of chemicals used in the water treatment process:

- ☐ Lime (calcium oxide)
☒ Alum (aluminum potassium sulfate)
☐ Ferric chloride
☒ Other (specify) caustic soda, polymer, chlorine, polyphosphate

10. Average production (capacity) of water plant 4.870 million gallons per day (mgd) of potable water

11. Total volume of filter backwash wastewater discharged .090 mgd

12. Discharge point number
(List all outfalls)

Total volume presently discharged
in mgd

001

.090

002 (if applicable)

003 (if applicable)

13. Legal description(s) of all discharge point(s):

Outfall 001:

Name of receiving water(s): tributary of Coal Creek

Discharge is (check one) Continuous ☐ Intermittent ☒ Seasonal ☐

Latitude: 34°59'40.125 N Longitude: 95°41'41.149 W

Legal Description of Discharge Point SW 1/4, NE 1/4, Section 14, Township 6N, Range 14E

Outfall 002 (if applicable):

Name of receiving water(s): NA

Discharge is (check one) Continuous ☐ Intermittent ☐ Seasonal ☐

Latitude: _____ N Longitude: _____ W

Legal Description of Discharge Point _____, Section _____, Township _____, Range _____

Outfall 003 (if applicable):

Name of receiving water(s): NA

Discharge is (check one) Continuous () Intermittent () Seasonal ()

Latitude: _____ N Longitude: _____ W

Legal Description of Discharge Point _____, _____, _____, Section _____, Township _____, Range _____

14. Water Treatment Plant Residuals generated by this facility:

A. Land application of residuals

Residuals management plan, if any:

Land application general permit number _____ approved by the Department of Environmental Quality
or the Oklahoma State Department of Health on _____

Location(s) of current land application site(s) (legal description to the nearest 10 acres).

Site 1: _____, _____, _____, Section _____, Township _____, Range _____, County _____

Site 2 (if applicable): _____, _____, _____, Section _____, Township _____, Range _____, County _____

Site 3 (if applicable): _____, _____, _____, Section _____, Township _____, Range _____, County _____

B. Landfilled residuals

Name of Landfill McAlester Municipal Landfill

Landfill permit number 3561012

15. Landowner Notification (THIS SECTION MUST BE COMPLETED PRIOR TO SUBMISSION OF THE APPLICATION - THE APPLICATION WILL AUTOMATICALLY BE CONSIDERED INCOMPLETE IF IT IS NOT COMPLETED):

Is any part of the land on which the facility is located (including treatment units, discharge conveyances, stormwater holding basins and/or flow equalization basins) owned by a person or entity other than the applicant?

(X) No

() Yes - the applicant or applicant's certifying official must ensure that such landowner(s) have been notified of the applicant's intent to obtain an OPDES permit and initial the box to the right indicating that such notification has been made.

☐

16. List other information which should be brought to the attention of the Department of Environmental Quality (DEQ) in regard to the issuance of a discharge permit for the facility.

Discharge Permit is currently under Consent Order, Case #09-241.

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I also certify that I will provide for the operation of this facility in accordance with the Oklahoma Discharge Permits and Pollution Control Regulations and will provide certified operators as required by the Oklahoma Water and Wastewater Operators Certification Act. I further certify that I shall acquire or possess a right to the use of the property or properties on which the discharging facilities, activities or discharge sources are located as well as the property on which the proposed discharge point(s) are located, including the access route thereto. I understand I shall maintain such right of use and access for the duration of the permit term. I am aware that there are significant penalties for submitting false information, including revocation of the permit and the possibility of fine and imprisonment for knowing violations.

Note: Applications must be signed by the authorized chief elective or executive officer of the applicant, or by the applicant, if an individual.

Name (print)

Steve Harrison

Title

Chairman

Date

Signature

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires _____

Notary Public

The application shall be filed in duplicate with the original and one copy to be submitted to the DEQ, and one copy to be submitted to the local DEQ office.

Please return completed form with attachments to:

Water Quality Division
Department of Environmental Quality
707 N. Robinson
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

The information provided in the application will be considered in the evaluation and processing of a discharge permit for the referenced facility. Be advised that test procedures used in the analyses of influents, effluents and residuals, must conform to approved EPA methodology or it will not be accepted for the discharge permit evaluation.

Please note that the application must be signed by the authorized chief elective or executive officer of the applicant, or by the applicant if an individual. The authorized signature must be notarized. An example of a common mistake is when a Public Works Authority Chairman signs the application as - John Doe, Mayor. The Mayor is not the legal official of the PWA; the chairman is, even if the individual holds both positions.

Please read the certification carefully. There are significant penalties for submitting false information on this application form.

Please detach these instructions and return only the completed application form itself.

Schedule 5: Annual Base Fee and Compensation Formula

1) Repair and Maintenance, Chemical, and Electricity Limits and Baselines for First Agreement Year:

Annual Repair and Maintenance Limit (for first Agreement Year): one hundred thousand dollars (\$100,000)

Annual Chemical Limit (for first Agreement Year): three hundred and fifty thousand, one hundred seventy dollars (\$350,170)

Annual Electricity Limit (for first Agreement Year): one hundred and seventy one thousand, six hundred sixty three dollars (\$171,663)

2) Annual Base Fee:

The Base Fee on the Commencement Date shall be one million, three hundred fifty thousand, ninety-six dollars (\$1,356,096.00).

The Base Fee shall be payable in twelve (12) equal monthly installments of one hundred thirteen thousand and eight dollars (\$113,008), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted under Section 7 of this Agreement.

3) Compensation Adjustment Formula

The following formula shall be used to determine the increase in Base Fee on each Adjustment Date:

$$AAF = AF_0 \times [P_1 / P_0]$$

where:

AAF = Annual Adjusted Fee (new Base Fee) for the upcoming Agreement Year

AF₀ = Annual Fee (Base Fee) for the Agreement Year just ended

P₁ = Price Index in effect as of April 1st of the Agreement Year that has just ended

P₀ = Price Index in effect as of April 1st of the prior Agreement Year. With respect to the first Adjustment Date, P₀ shall be the Price Index in effect as of the Commencement Date of the Agreement.

Schedule 6: Baseline Conditions

Schedule 7: Proposed Initial Capital Improvement and Professional Services Projects

- 1 Filter Media Evaluation
- 2 Disposal of Old Chemicals
- 3 RMP (Risk Management Plan) for 1 ton containers of chlorine
- 4 Repair and or replace influent flow meter and evaluate all other flow metering needs (backwash flow, wasting flow, individual filter flows, finished flow meter)
- 5 PLC/SCADA programming to start/stop WTP and High Service Pumps and control Remote Pump Stations
- 6 Wiring for automation of chemical injection pumps
- 7 Install five Auma valve motors supplied by the Authority
- 8 Telemetry for raw water pumps and raw chemical injection
- 9 Potassium permanganate feed system at the raw water pump station
- 10 PAC (powdered activated carbon) feed system
- 11 Coagulant feed system improvements (day tank, scale, pumps)
- 12 Caustic Soda feed system improvements (day tank, scale, pumps)
- 13 Add phosphate feed system to finished water (day tank, scale, pumps)
- 14 Add missing scrapers to clarifier rakes
- 15 Chemical storage containment project
- 16 Initial maintenance and repair crew
- 17 Solids disposal truck and trailer

FIRST AMENDMENT
TO THE
WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT

between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

McALESTER PUBLIC WORKS AUTHORITY

Dated April 22, 2014

THIS FIRST AMENDMENT (the "First Amendment") is made on this ____ day of _____, 2014, by and between the McAlester Public Works Authority, a public trust organized under the laws of the State of Oklahoma (hereinafter the "Authority"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator"). The Authority and Operator may be referred to as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into a Water System Operation and Maintenance Agreement (the "Agreement") dated April 22, 2014 with a Commencement Date of July 1, 2014; and

WHEREAS, the Authority and the Operator desire to modify the Agreement pursuant to the terms of this First Amendment to remove the Operator's obligations associated with payment for the Electric Usage associated with the Facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, the Parties hereby agree to amend the Agreement as follows:

1. All capitalized terms contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.
2. Article 5 ELECTRICITY shall be deleted in its entirety.
3. Under Article 6 Authority's Obligations, subsection 6.1(b) shall be amended to read as follows:

Arrange for and pay: (i) all costs related to delivery to and consumption of utilities to the Facility, including, electricity, water, gas, internet services, and telephone usage at the Facilities; (ii) all property, value-related, franchise, sales,

use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; (iii) expenses incurred from the treatment of Non-processible Water, including, without limitation, any penalties and fines that may be assessed as a result; (iv) expenses resulting from raw water or pollutant loads exceeding the Baseline Conditions; and (v) all Capital Improvements.

4. In Schedule 3: Definitions of the Agreement, the definition of "Annual Electricity Limit" shall be deleted in its entirety.

5. In Schedule 5: Annual Base Fee and Compensation Formula, the following amendments shall be made:

The Annual Electricity Limit shall be deleted;

The Annual Base Fee shall be amended to read as follows: "The Base Fee shall be one million, one hundred eighty-four thousand, four hundred and thirty-three dollars (\$1,184,433). The Base Fee shall be payable in twelve (12) equal monthly installments of ninety-eight thousand, seven hundred and two dollars and seventy-five cents (\$98,702.75), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted under Section 7 of the Agreement."

6. All remaining terms and provisions of the Agreement shall remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment shall control.

7. The First Amendment shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

8. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of this First Amendment and all of which, when taken together, will be deemed one and the same agreement.

IN WITNESS WHEREOF, the Authority and the Operator have caused this First Amendment to the Agreement to be executed in their respective names by their duly authorized representatives on this __ day of _____ 2014.

McAlester Public Works Authority:

By: _____

Name:

Title:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:

By: _____

Name:

Title:

SECOND AMENDMENT
TO THE
WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT
between
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and
McALESTER PUBLIC WORKS AUTHORITY
Dated April 22, 2014

THIS SECOND AMENDMENT (the "Second Amendment") is made on this 23 day of June, 2015, by and between the McAlester Public Works Authority, a public trust organized under the laws of the State of Oklahoma (hereinafter the "Authority"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator"). The Authority and Operator may be referred to as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into a Water System Operation and Maintenance Agreement (the "Agreement") dated April 22, 2014 with a Commencement Date of July 1, 2014;

WHEREAS, the Parties executed a First Amendment dated October 23, 2014, which shall remain in effect and shall be included in all references to the Agreement herein; and

WHEREAS, the Authority and the Operator desire to modify the Agreement pursuant to the terms of this Second Amendment to include oversight services for one year from the effective date of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, the Parties hereby agree to amend the Agreement as follows:

1. All capitalized terms contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.
2. Operator shall preform the scope of work outlined in the attached Schedule A (the "Oversight Services") for a period of one year from the effective date of this Second Amendment, unless cancelled as further set out under this Second Amendment or in the Agreement.

3. The Operator shall pay a lump sum amount of \$93,735.00 for the year, which amount shall be paid in 12 equal monthly installments of \$7,811.25. Said amount shall be in addition to any and all fees as set out in the Agreement and Operator shall invoice this amount separately from the Base Fee and other costs covered under the Agreement.

4. The Parties may mutually agree in writing to extend these Oversight Services beyond the initial one-year period. Either party may terminate this Second Amendment at any time with 45 days' written notice to the other Party. In the event of such termination by Operator, the Authority shall pay Operator for all such Oversight Services performed up to the effective date of such termination and Operator shall offer assistance to the Authority in retaining a replacement subcontractor to perform such Oversight Services.

5. Unless the Parties subsequently agree to extend the term of this Second Amendment beyond the initial one-year period, this Second Amendment shall terminate automatically at the end of the term.

6. The following terms and conditions shall apply only to the Oversight Services as set out in this Second Amendment:

- a) To the extent allowed under Applicable Law, Operator liability to the Authority for claims arising out of or related to the Oversight Services shall not exceed the annual amount for such services as set out in in Section 3 of this Second Amendment above.
- b) Operator shall be responsible for the safety, efficiency, and adequacy of its employees and any vehicles and/or machinery, equipment, or materials furnished by Operator during the performance of the Oversight Services. Operator, however, shall not assume any obligation or incur any liability for personal injury or property damage caused by (i) unsafe site conditions not created by Operator; (ii) work being performed by other parties not related to the Operator; (iii) the negligence of the Authority; or (iv) the negligence of any third party.

7. All remaining terms and provisions of the Agreement shall remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions in this Second Amendment shall control.

8. The Second Amendment shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

8. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of this Second Amendment and all of which, when taken together, will be deemed one and the same agreement.

IN WITNESS WHEREOF, the Authority and the Operator have caused this Second Amendment to the Agreement to be executed in their respective names by their duly authorized representatives on this 23 day of June 2015.

McAlester Public Works Authority:

By: Sam Hair
Name:
Title:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:

By: John W Bannen
Name: JOHN W BANNEN
Title: REGIONAL MANAGER

SCHEDULE A

SCOPE OF WORK AND DESCRIPTION OF OVERSIGHT SERVICES

Operator shall assist the Authority with oversight and management services related to the Authority's wastewater collection system and water distribution system. Operator shall provide one employee to perform the Oversight Services, which shall include:

1. Daily oversight and task scheduling of up to 10 Authority employees;
2. Overseeing and managing the Authority's responses to water distribution system and wastewater collection system leaks and repairs;
3. Overseeing and managing the Authority's process of clearing wastewater collection line stoppages;
4. Assisting with and overseeing underground utility locates in compliance with regulatory requirements (Okie Locates);
5. Providing on-call availability to oversee and consult with work crews during non-business hours. Business Hours are defined as 8 am to 5 pm, Monday through Friday.

The Parties may agree to include other tasks not specifically outlined herein by subsequent written communication (email correspondence with both Parties agreeing to such additional tasks shall satisfy the written requirement for this paragraph).

Operator's employee provided for these Oversight Services will, during the term of this Second Amendment, report to the City of McAlester Public Works Operations Supervisor and the McAlester Water Treatment Plant project manager as applicable; provided, however, that at all times said employee shall be solely an employee of Operator and the ultimate control regarding assignment of tasks, duties, responsibilities, hours, benefits, or any other employment related matter whatsoever, shall rest with the Operator.

For the avoidance of doubt, Operator shall not be responsible for the direct manual labor associated with such tasks. Rather, the Oversight Services provided hereunder shall be limited to directing, coordinating, and consulting regarding such tasks. The ultimate authority to implement any recommendations provided by Operator rests with the Authority and Operator shall not assume any liability or responsibility for damages resulting from such tasks, except to the extent that same are due to Operator's gross negligence or willful misconduct.

The Authority shall provide an acceptable vehicle for Operator's use in performing the Oversight Services herein and the Authority shall be responsible for all maintenance, fuel, and other upkeep costs for said vehicle.



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda M
Department: Mel Priddy, Community Services Director
Prepared By: Services Director Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, authorizing the Mayor to sign an agreement with "Feed the Need Foundation for Rural Oklahoma" (KEDDO) for funding of the City of McAlester's Title III nutrition centers.

Recommendation

Staff recommends authorizing the Mayor to sign an agreement for funding with "Feed the Need Foundation for Rural Oklahoma".

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



FEED THE NEED FOUNDATION

FOUNDED FOR RURAL OKLAHOMA

5/31/2017

...

City of McAlester
P. O. Box 548
McAlester, OK 74502

Dear Center Sponsor,

The Title III nutrition centers in the KEDDO area will continue to be administered by Feed the Need Foundation for Rural Oklahoma during the upcoming 2017-2018 fiscal year beginning July 1, 2017.

I have enclosed the center sponsor agreement with this correspondence. We are requiring signed agreements be faxed to our office (580 981 7005) no later than June 16. Return the hard copy via mail (P.O. Box 100, Wright City, OK 74766) before July 1. State policy dictates that we cannot provide services without a signed agreement in place. Specifically, your site cannot serve meals beginning July 1 if we have not received a signed agreement.

After much deliberation and in cooperation with our monitoring agency, we are cautiously presenting an agreement which does not include an increase in sponsor support. Please know, we are continually coordinating and communicating with KEDDO's Area Agency on Aging in regard to funding information. At any time we receive information indicating there is a need for either an increase or a decrease in sponsor support, we will contact you and revise the agreement.

I am available for questions at (580) 236 3705. Please feel free to contact me at any time. Our primary goal is to continue providing vital services to the senior citizens in your community.

Your time, support, and dedication as our partner is greatly appreciated and cannot be adequately expressed herein.

Respectfully yours,

Ellen L. Green Young, Registered and Licensed Dietitian
Executive Director

P.O. Box 100, Wright City, Oklahoma 74766
580 236 3705 / 580 981 7005 (FAX) / eyoung@feedtheneedfoundationok.org

Center Sponsor Contract/Agreement



This contract is entered between Feed the Need Foundation for Rural Oklahoma, "FNF OK", and the City of McAlester, "Center Sponsor". The contract is effective for the one year period beginning the 1st day of July 2017 and ending the 30th day of June 2018.

In consideration of the mutual promises and covenants herein, FNF OK and the Center Sponsor agree as follows:

- I. FNF OK shall provide and be responsible for the following:
 - A. Reimburse the Center Sponsor on a regular basis to assist in defraying center staff salaries, travel, fringe benefits, and other budgeted center expenses as described in the annual budget.
 1. Funds are contingent upon continued federal and state funding.
 2. Funds dispersed to the Center Sponsor on a monthly basis cannot exceed one twelfth (1/12) of the budget unless an explanation of additional expense is detailed in writing on the monthly financial report.
 3. Expense reimbursement will not occur unless and until FNF OK receives reimbursement monies from its funding agency for the corresponding month.
- II. The Center Sponsor shall provide and be responsible for the following:
 - A. Provide and be responsible for the local nutrition center facility, bookkeeper and services pertinent to the operation of the center, agreed annual amount totaling **\$18,735.12** to offset all operational expenses and any additional necessary monies. Grantee shall be apportioned **monthly at a rate of \$1561.26**. Beginning July 1, 2017, quarterly and/or annual allotments are not accepted.
 - B. Responsible for the fire/safety and health standard of the facility and shall assure FNF OK that the facility meets the appropriate and required local and state ordinances, codes and regulations.
 - C. Cooperatively interview applicants for center staff employment and, where appropriate, follow recommendations for individual (s) to be employed, disciplined, and/or terminated. Withholding reimbursement funds, whole or in part, for failing to comply with policies and procedures by the Center Sponsor is at the discretion of FNF OK, Inc.
 - D. Include center staff on the Center Sponsor payroll. Center staff are employees of the Center Sponsor. The Center's budget allocates funding for 262 days per year. There are 250 serving days and 12 paid holidays. If funds are

available, longevity payments will be made to eligible employees per the OK DHS Nutrition Longevity Payment Schedule.

- E. Provide all insurances necessary for the facility and its contents.
- F. Maintain necessary personnel records for center staff and make these records available to FNF OK for review.
- G. Provide necessary personnel for daily operation of the nutrition center and comply with monthly reporting requirements.
- H. Provide congregate services, home delivered services, and other appropriate program services on a regularly scheduled basis.
- I. Establish hours of operation to accommodate the greatest number of potential participants.
- J. Serve meals 250 days per year to congregate and home delivered participants.
- K. Provide FNF OK the supporting documents and required monthly financial report by the 3rd working day of each month.

III. Duties and Regulation of the Nutrition Center Site Manager include but are not limited to the following:

- A. Adhere to policies set forth in the program application and policies of the center sponsor.
- B. Responsible to the center sponsor and FNF OK for the timely submission for all records, documents, monthly reports and other requirements all due to FNF OK no later than the 2nd working day of each month. Reports include but are not limited to: S-19 Report, S-38 Report, Contribution Check (if applicable), KF-1 (contribution sheet), OAA Intake and Update Forms, ADvantage Calendars, OAA Scan Sheets, and Nutrition Education Sign-In Sheets.
- C. Where applicable, responsible for the banking and record-keeping of all project donations.
- D. Maintain all records and make them available for review by FNF OK as necessary.
- E. Responsible for the coordination of staff members, of social activities, of participant transportation to and from the center and any additional activities required by state and federal guidelines.
- F. Conduct and complete Intake and Update forms on all congregate and home bound participants according to OAA policy.
- G. Attend all site manager meetings and additional training as required by FNF OK.

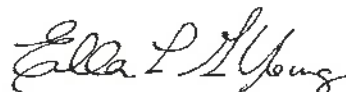
IV. At any such time FNF OK ceases to provide Title III nutrition services, the center sponsor agrees to dispose of equipment purchased with Title III funds in the manner mandated by the KEDDO Area Agency on Aging and federal regulation as promulgated by the Older Americans Act and the Special Unit on Aging, Aging Division, of the Oklahoma Department of Human Services.

In consideration of the promises and covenants stated herein, FNF OK agrees to provide to the center sponsor: administrative assistance, training, other assistance and supervision necessary to provide, through a congregate nutrition center, all program components required by state and federal laws, rules, and regulations for both a Title III nutrition program and ADvantage.

This contract is based on the availability of funds from the KEDDO Area Agency on Aging and may be expanded or reduced according to the availability of said funds. FNF OK shall not be liable for program objectives for which funds are not made available.

IN WITNESS WHEREOF, the parties hereto have caused this contractual agreement to be signed by the duly authorized officers:

For Feed the Need Foundation for Rural Oklahoma

 ROLCO

SIGNATURE of Authorized Agent

SIGNATURE DATE 05/31/2017

Ellen L. Green Young, Registered and Licensed Dietitian
Executive Director

Feed the Need Foundation for Rural Oklahoma, Inc.
P.O. Box 100
Wright City, Oklahoma 74766
580 236 3705 (CELL) / 580 981 7005 (FAX)
eyoungrd@feedtheneedfoundationok.org



**FEED THE NEED
FOUNDATION**
FOR RURAL OKLAHOMA

For Center Sponsor

SIGNATURE of Authorized Agent

SIGNATURE DATE: _____

Print Name of Authorized Agent: _____

Title of Authorized Agent: _____

TENTATIVE BUDGET JUSTIFICATION

PROJECT NAME: FNF OK Nutrition Program

SFY 2018

CATEGORY		TITLE III C-1 Congregate Funding	TITLE III C-1 Homebound Funding	LOCAL FUNDING	NSIP FUNDING	TOTAL Title III less Other FUNDING	Non-Older Americans Act Funding	TOTAL Center Cost
McALESTER - Cooking Site				OAA Program Income and Contributions			Advantage Income Funds	
<u>Site Manager</u>								
<u>Job Family Descriptor: Z20C Level III</u>								
<u>Salary/Pay Band E -</u>								
E Annual	\$23,294.96	\$26,370.60						
Monthly	\$1,939.58	\$2,197.55						
Hourly	\$12.12	\$13.73						
<i>Diane Chadsey (7/2001)</i>								
\$8.00/hr X 8/hrs/day X 261 days =	18,704	9,187	5,930			15,117	1,587	16,704
Full Time: 40/hrs/week								
Longevity	1,266	696	449			1,148	120	1,266
FICA: 8.65% X 16704	1,445	795	513			1,308	137	1,445
W.C. .53% X 16704	89	48	31			80	8	89
Unemp. 1.5% X 16704	251	138	89			227	24	251
Total Fringe	3,050	1,677	1,083	-	-	2,760	290	3,050
Total Site Manager	19,754	10,865	7,013	-	-	17,877	1,877	19,754
<u>Cook</u>								
<u>Job Family Descriptor: Z20B Level I</u>								
<u>Salary/Pay Band E -</u>								
E Annual	\$21,788	\$23,274						
Monthly	\$1,815.67	\$1,939.50						
Hourly	\$11.35	\$12.12						
<i>Anna Hellarud (8/2014)</i>								
\$7.25/hr X 8/hrs/day X 261 days =	11,354	6,244	4,030			10,275	1,079	11,354
Full Time: 40 /hrs/week								
Longevity	320	176	114			280	30	320
FICA: 8.65% X 11353.5	982	540	349			888	93	982
W.C. .53% X 11353.5	60	33	21			54	6	60
Unemp. 1.5% X 11353.5	170	94	60			154	16	170
	1,533	843	544	-	-	1,387	146	1,533
Total Cook	12,886	7,087	4,575	-	-	11,662	1,224	12,886
<u>Cook Aide</u>								
<u>Job Family Descriptor: Z20A Level I</u>								
<u>Salary/Pay Band C -</u>								
C Annual	\$20,750	\$22,236.24						
Monthly	\$1,729.17	\$1,853.02						
Hourly	\$10.81	\$11.58						
<i>Vicki Rose</i>								
\$7.25/hr X 8/hrs/day X 261 days =	15,138	8,326	5,374			13,700	1,438	15,138
Full Time: 40/hrs/week								
Longevity	188	103	67			170	18	188
FICA: 8.65% X 15138	1,309	720	465			1,185	124	1,309
W.C. .53% X 15138	80	44	28			73	8	80
Unemp. 1.5% X 15138	227	125	81			205	22	227
	1,805	993	641	-	-	1,633	171	1,805
Total Cook Aide	16,943	9,319	6,015	-	-	15,333	1,610	16,943

Food Transporter Job Family Descriptor: F54A Level I Salary/Pay Band C -									
C Annual	\$20,750	\$22,236.24							
Monthly	\$1,729.17	\$1,853.02							
Hourly	\$10.81	\$11.68							
Emma Bellis \$7.25/hr X 4hrs/day X 261 days = Part Time: 20 /hrs/week			7,569	4,163	2,687		6,850	719	7,569
Longevity			192	106	68		174	18	192
FICA: 8.65% X 7569			655	360	232		593	62	655
W.C. .53% X 7569			40	22	14		36	4	40
Unemp. 1.5% X 7569			114	62	40		103	11	114
			1,000	550	355	-	905	95	1,000
Total Food Transporter			8,569	4,713	3,042	-	7,755	814	8,569
Custodian Job Family Descriptor: F50A Level I Salary/Pay Band B -									
C Annual	\$20,750	\$21,018.24							
Monthly	\$1,729.17	\$1,751.52							
Hourly	\$10.81	\$10.95							
Paul Allen (4/2015) \$7.25/hr X 4hrs/day X 261 days = Part Time: 20hrs/week			7,569	4,163	2,687		6,850	719	7,569
Longevity			112	62	40		101	11	112
FICA: 8.65% X 7569			655	360	232		593	62	655
W.C. .53% X 7569			40	22	14		36	4	40
Unemp. 1.5% X 7569			114	62	40		103	11	114
			920	506	327	-	833	87	920
Total Custodian			8,489	4,669	3,014	-	7,683	806	8,489
TOTAL PERSONNEL			66,642	36,653	23,658	-	60,311	6,331	66,642
TRAVEL									
Site Manager training: 62 miles X .47 X 12 meetings			350	192	124		316	33	350
Home Delivered Meals 15745 @ \$.47			7,400		2,590		2,590	4,810	7,400
TOTAL TRAVEL			7,750	192	2,714	-	2,907	4,843	7,750
FOOD									
75 Cong. meals X 1.30 / meal X 250 days =			24,375	24,375			24,375		24,375
68 HD meals X 1.30 / meal X 250 days = paid out of Admin budget			22,100		11,050		11,050	11,050	22,100
TOTAL FOOD			46,475	24,375	11,050	-	35,425	11,050	46,475
RENT & UTILITIES									
Rent donated by City of McAlester			-	-	-		0	-	0
Trash \$0/per month X 12 months paid by city			-	-	-		0	-	0
Gas \$0/per month X 12 months paid by city			-	-	-		0	-	0
Electric \$0/per month X 12 months paid by city			-	-	-		0	-	0
TOTAL RENT & UTILITIES			-	-	-	-	-	-	-

Other Costs								
Office Supplies \$25/per month X 12 months	300	165	107			272	29	300
Contract Bookkeeper \$0/per month X 12 months	-	-	-			0	-	0
Communications: \$120/mo X 12 months	1,440	792	511			1,303	137	1,440
Pest Control: \$0/per month X 12 months	-	-	-			0	-	0
Total Other Costs	1,740	957	618	-	-	1,575	165	1,740
TOTAL COSTS McALESTER SITE	76,131	37,802	26,990	-	-	64,792	11,340	76,131
City Sponsor Grantee	18,735			18,735				(18,735)
FY 2018 McALESTER BUDGET								57,396



McAlester City Council

AGENDA REPORT

Meeting Date:	June 24, 2017	Item Number:	Consent Agenda N
Department:	City Manager	Account Code:	
Prepared By:	Peter Stasiak	Budgeted Amount:	
Date Prepared:	June 20, 2017	Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Main Street for funding in the amount of \$30,000.

Recommendation

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

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



McALESTER MAIN STREET

☞ From Old Town to Downtown ☞

119 E Choctaw Ave., Ste 104 ✕ McAlester, OK 74501 ✕ (918) 423-8888 ✕ amy@mcalestermainstreet.org

Economic Vitality

Economic Vitality Committee worked with property owners Downtown and in Old Town for Mixed-used development zoning for Downtown and Old Town Loft Apartments which was approved by City Council a couple of years ago with the stipulation of each Loft having a sprinkler system. McAlester Main Street Executive Director, several City Staff and a couple of building owners took a tour to Okmulgee to see how everyone there work together; it was a great learning experience of how we can all work together to make loft living work for McAlester.

This committee is also spearheading the creation of a Tax Increment Financing District in Downtown and possibly in other areas in McAlester. This will allow for these areas to continue to be established as they grow.

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

Thank you very much for your support.

Respectfully,



Board of Directors
McAlester Main Street Association



McALESTER MAIN STREET

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Design

Maintain the parklet and pocket park in Old Town and Downtown.

Conduct a fundraising campaign for the completing of Street Scape on Choctaw Ave.

Our goal is to raise \$125K in private funding by the end of the next fiscal year.

Economic Reconstruction

Implement business recruitment program for vacant buildings Downtown.

McAlester Main Street is helping create the Tax Increment Financial District as well as the help recruit businesses to downtown.

Organization

Generate \$12,000.00 through membership dues and \$15,000.00 through fundraising activities

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

Host or Co-host Cruise Night, Main Street Banquet, Splash Bash, and Trick or Treat Party in the Street and Chocolate Tour for fundraisers

Changing our 501©6 status to a 501(c)3 status, this will better fit our needs and is the status of most Main Street Programs in Oklahoma.

Promotion

Host or Co-host Crazy Days, CultureFest, Christmas on the Hill, Christmas Parade, and the Armed Forces Day Parade.

Continue to expand marketing efforts for our Main Street member businesses.

Assist with Wild West Festival and Vintage Christmas in Old Town.

Continue working with Chamber of Commerce through the process to install wayfinding signage for both districts.

McALESTER MAIN STREET

From Old Town to Downtown

119 E Choctaw Ave., Ste 104 • McAlester, OK 74501 • (918) 423-8888 • amy@mcalestermainstreet.org

June 16, 2017

Dear Sirs:

With our request for the 2017-2018 fiscal year, McAlester Main Street would like to review our activities so far in the current fiscal year. Below, we have explained our progress in each area of the Main Street Four Point Approach:

Organization

McAlester Main Street fundraisers include Trick or Treat Party on the Street, Wild West Festival, Chocolate Tour and Easter Promotion. Main Street has raised \$14,814.23 from July 2016 to June 16, 2019.

McAlester Main Street has raised \$9820.08 in memberships as of June 16, 2017; this is going back to July 2016.

Promotion

McAlester Main Street is continuing to grow in awareness with our use of social media, McAlester Radio and McAlester News-Capital. This year we created a new website that is very clean and current.

McAlester Main Street Promotion Committee hosted or co-hosted several activities to promote Downtown and Old Town such as the *Wild West Festival, Crazy Days, Shop Small Day, Christmas Parade, Armed Forces Day Parade, CultureFest, and Chocolate Tour*.

Promotional events are a huge part in the contributing to the Historic Districts. They bring the community to the area for a great shopping experience and boosting the economy.

This year we added a very successful event, the Chocolate Tour. This works as a Promotional Event because it gives exposure to each merchant. This also services as an Organizational Event because it turned into a successful fundraiser for McAlester Main Street. We will continue this event annually.

Design

McAlester Main Street Design Committee partnered with the City of McAlester and TSET to create the official plans for Choctaw's Street Scape; these plans consist of the first two blocks to go under construction, from the intersection of 2nd to Main Street. With the plans completed Main Street and our committees have started to meet regarding how to raise the money further to complete this project.

Over the last year, we have been able to add some nice touches to Downtown. McAlester Main Street added the bike racks, and McAlester Main Street was instrumental in getting the lights over Choctaw Ave.

With efforts from the Organization Committee and Promotion Committee McAlester Main Street will be putting up a speaker system this year in Downtown, so people will be able to listen to music outside will going from store to store to shop.

CONTRACT

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

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES

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

2. PAYMENT FOR SERVICES

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

3. EFFECTIVE DATE AND TERMINATION

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

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

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

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

4. ASSURANCES AND WARRANTIES

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

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

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

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

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

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

5. INDEMNIFICATION

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

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

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

6. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force and effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSA's shall contribute the maximum

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

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

- a. "ASSURANCE AND WARRANTIES"
- b. "INDEMNIFICATION."
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executive and adopted upon motion duly made, seconded and passed this _____ day of _____, 2017, for the City of McAlester.

OKLAHOMA

CITY OF MCALESTER,

A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William K Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2017, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.
By: Christi John
Christi John, President of the Board of Directors

ATTEST:

Lee Anderson
Lee Anderson, Vice President of the Board of Directors



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda O
Department: _____
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: June 15, 2017 for John Browne, Mayor Budgeted Amount: _____
Exhibits: _____

Subject

Concur with the Mayor's reappointment of Carl Gullick to the Audit & Finance Advisory Committee for a term to expire March, 2021.

Recommendation

Motion to concur with the Mayor's reappointment of Carl Gullick to the Audit & Finance Advisory Committee.

Discussion

On May 9, 2017, the Council approved Ordinance 2601 amending the terms for members of the Audit & Finance Advisory Board. The Ordinance contained an Emergency Clause that required 5 "yes" votes to be approved and there were only 4 Council members in attendance of the meeting. Therefore, Carl Gullick's reappointment to the Audit & Finance Advisory Committee on May 23, 2017 could not be allowed since Ordinance 2601 was not in effect at that time. The 30 days for an Ordinance to go into effect without an Emergency Clause has now passed.

Approved By

	Initial	Date
Department Head	CMM	0615/17
City Manager	P. Stasiak	



McAlester City Council

AGENDA REPORT

Meeting Date:	June 27, 2017	Item Number:	Consent Agenda P
Department:	Finance		
Prepared By:	Toni Ervin	Account Code:	
Date Prepared:	June 19, 2017	Budgeted Amount:	
		Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage.

Recommendation

Motion to authorize the Mayor to sign agreements with Jordan Carris for renewal of Insurance for Excess Worker's Compensation Insurance which has a claim retention of \$750,000 for annual premium of \$57,226.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

JORDAN CARRIS

INSURANCE & BONDS

Serving Oklahomans Since 1900

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

June 09, 2017

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

Dear Mrs. Ervin,

The excess workers compensation policy is up for renewal on 7/1/2017. You will find the renewal quote attached.

There are two options provided on the quote. The only difference is that this year you can choose to have a two year term instead of a one year term. The premium will be \$57,226.00 each year and billed annually. If you were to choose this option, then all that we would do next year is bill you for \$57,226.00. This option does lock in the rate for two years and you would not have to complete any renewal applications. HOWEVER, the annual audit will still be due at the end of each policy year. I will sent you the audit form to complete the audit after I have received from the company.

The claim retention will be \$750,000 for all job classifications and the policy provides for a \$1,000,000 employer liability limit.

To renew the policy, let me know if you want a one year term or a two year term.

Thank you for the opportunity to provide this quote to you. If you have any questions or need us to attend the board meeting just let me know, we will be happy to answer any questions you may have.

Best Regards,



Lisa Duvall



**Midwest Employers
Casualty Company**
a W. R. Berkley Company

Excess Workers Compensation Quotation Sheet

Insured: City of M cAlester
Policy #: EWC006547

Policy Effective Date: 07/01/2017
Quote Date: 06/07/2017
Quote Expiration Date: 60 Days

POLICY TERMS	1 yr term 2 year term		QUOTE OPTIONS			
	0210257	0210271				
Named States	OK	OK				
SPECIFIC:						
Specific Limit	STATUTORY	STATUTORY				
Specific Retention	\$750,000	\$750,000				
EMPLOYERS LIABILITY:						
Employers Liability Limit	\$1,000,000	\$1,000,000				
Employers Liability Retention	See Specific	See Specific				
AGGREGATE:						
Aggregate Limit	\$1,000,000	\$1,000,000				
Rate as a % of Normal Premium	319.99%	278.74%				
Estimated Aggregate Retention	\$1,476,757	\$2,572,776				
Minimum Aggregate Retention	\$1,447,222	\$2,521,320				
Aggregate Loss Limitation	\$500,000	\$500,000				
RATING BASE:						
Est. Annual Payroll	\$10,165,962	\$10,165,962				
Est. Annual Manual Premium	\$461,501	\$461,501				
Length of Policy (Years)	1.000000	2.000000				
Est. Policy Normal Premium	\$461,501	\$923,002				
Rate as a % of Normal Premium	12.4%	12.4%				
PREMIUM:						
Total Est Policy Prd Premium (Including Flat Charges)	\$57,226	\$114,452				
Policy Minimum Premium	\$51,504	\$103,007				
Deposit Premium	\$57,226	\$57,226				
Deposit Flat Charge(s)	NA	NA				
Total Deposit Due	\$57,226	\$57,226				
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$1,717	\$1,717				
Commission	10%	10%				

Billed Annually

CONDITIONS / COMMENTS:

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda Q
Department: Public Works
Prepared By: George Marcangeli Account Code: _____
Date Prepared: June 20, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, approval and authorization for the Mayor to sign a Professional Consulting Services Agreement with LBR Inc. for the McAlester Regional Airport.

Recommendation

Motion to approve and authorize the Mayor to sign a Professional Consulting Services Agreement with LBR Inc. for the McAlester Regional Airport.

Discussion

The attached Professional Consulting Services Agreement (Exhibit 1) authorizes the City to continue using LBR, Inc. for engineering services and grant application and project management, including interacting with the Federal Aviation Administration (FAA) and the Oklahoma Aeronautics Commission (OAC), on behalf of the City of McAlester for improvements to the McAlester Regional Airport.

At the June 13, 2017 regular meeting, the City Council accepted the staff recommendation to select LBR, Inc. to provide these services following the Request for Proposals process required by the FAA every five (5) years. The attached Agreement was subsequently provided by LBR, Inc.

The Agreement is for a non-specified period of time, but either party may terminate the agreement with thirty (30) days written notice.

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak	

AGREEMENT FOR PROFESSIONAL AIRPORT CONSULTING SERVICES

THIS AGREEMENT, made as of the _____ day of _____, 2017, by and between the City of McAlester, hereinafter called the Owner, and LBR Inc., hereinafter called the Engineer.

NOW THEREFORE, the Owner and the Engineer, for the considerations hereinafter set forth, agree as follows:

SECTION I--BASIC SERVICES OF THE ENGINEER

A. General

1. The Engineer agrees to perform airport consulting services for McAlester Regional Airport in connection with engineering, planning, construction management, and coordination of any airport maintenance or capital improvement project, and management consultation on a continuing, multi-year basis for any / all of the projects shown on Exhibit B, as authorized by Amendment and signed by the Owner and Consultant.
2. The Engineer shall serve as the Owner's professional representative in all phases of the Project, and shall give consultation and advice to the Owner during the performance of his services.

B. Preliminary Cost Estimate and Programming Documents

1. The Engineer shall prepare preliminary cost estimate and programming documents of the Project. Programming documents shall be based upon the Engineer's evaluation of design requirements, criteria and results of any investigations by others of the type described in Section I, B, 1, b, authorized by Owner upon Engineer's recommendation. Work to be performed by the Engineer during this preliminary cost estimate and programming document phase shall consist of:
 - a. Consulting and coordinating with the Owner to determine the requirements of the Project.
 - b. Providing consultation and advice as to the necessity of providing or obtaining other services such as property or boundary surveys, topographic and utility surveys, core drilling and subsurface surveys, laboratory testing and inspection of material samples and other special consultation, and act as the Owner's

representative in connection with any such services.

- c. Based on the Engineer's evaluation of requirements and results of services conducted by others of the types described in Section I, B, 1, b, above, preparing programming documents for the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to prepare programming documents and sketches and a preliminary cost estimate for the Project, and to set forth the Engineer's recommendations.
- d. Submitting to the Federal Aviation Administration (FAA) all necessary documents for project management.
- e. Submitting to the Oklahoma Aeronautics Commission (OAC) all necessary documents for project management.

- 2. The Engineer will furnish the programming documents and preliminary cost estimates to the Owner along with sufficient and necessary copies to FAA and the OAC for review and approval.

C. Final Design

- 1. After written authorization to proceed with the final design phase, the Engineer shall prepare construction drawings and specifications for the Project. Detailed construction drawings and specifications shall, where appropriate, be based upon approved preliminary design, visual inspection of the Project site and detailed surveys conducted at the site of the Project and shall be limited to only those necessary, in the opinion of the Engineer, to provide information and control necessary for clear definition of construction required. Surveys conducted at the site under provision of this paragraph shall not include performance of services described in Section I, B, 1, b.
 - a. The Engineer is authorized to negotiate with a Registered Land Surveyor, having adequate errors and omission's insurance coverage, a contract between the Engineer and the Surveyor for performance of such survey work under terms mutually acceptable to all parties.

2. The Engineer will secure for the Owner, where required, the approval of the FAA / OAC of the plans and specifications and will furnish to the FAA / OAC all necessary documents required for securing a grant-in-aid for financing the Project.
3. When required, the Engineer shall prepare a "Construction Materials Quality Control Plan" to be submitted to FAA. At a minimum, the plan shall list all materials to be tested during construction, the appropriate time for testing, the ASTM test designation, name by which the test is commonly referred, and the frequency of testing required.
4. The Engineer will advise the Owner and the FAA / OAC of any adjustments of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project on the completed drawings and specifications.
5. The Engineer shall prepare Proposal forms and Notice to Bidders and assist the Owner in the preparation of the Contract Documents.
6. The Engineer shall prepare adequate copies of the Contract Documents, Construction Plans and Specifications for advertisement purposes.
7. The Engineer shall advise and assist the Owner in obtaining and evaluating bids and awarding contracts for the construction of the Project, but shall have no liability to prospective bidders.

D. Construction Phase

1. After written authorization to proceed with construction, the Engineer shall perform, solely for benefit of the Owner, inspection and advisory services to review the Contractor's progress in accordance with the Contract Documents, plans and specifications, without altering the Contractor's sole responsibility to comply therewith, which professional services shall include the following:
 - a. Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the

quality or quantity of the work. He will not be responsible for the techniques and sequences of construction and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the work and will inform the Owner of all material variances from the plans and specifications.

- b. Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit only for conformance with the information given by the Plans and Specifications provided that approval of samples does not make the Engineer a guarantor or responsible for work and reports of testing laboratories, which shall have contractual relationship with the Owner and not the Engineer.
- c. Consult with and advise the Owner, act as the Owner's representative at the Project site, issue on behalf of the Owner all instructions of the Owner to the Contractor, prepare routine change orders as required and request approval of any overruns prior to the overrun work being accomplished.
- d. The Engineer shall prepare a "Construction Materials Quality Control Summary" to be submitted at project completion to the FAA. At a minimum, the summary shall include a list of all tests performed showing the dates, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the Federal program. The Summary will include a certification that all testing was completed in accordance with the "Construction Materials Quality Control Plan".
- e. The Engineer shall prepare a summary of materials not passing and the penalty called for by the specifications. This summary shall be submitted to FAA at project completion and will indicate when and to what extent penalties are imposed. The penalties assessed will be itemized in the following pay request.

- f. Based on his on-site observations as an experienced qualified design professional and on his review of the Contractor's application for payment, determine the amount owing to the Contractor in such applications; such recommendations of payment to constitute a representation to the Owner, based on such observations and review data comprising such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and any qualifications stated in his recommendation.
 - g. Conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents and approve, in writing, final payment to the Contractor(s).
- 2. Upon completion of construction, the Engineer shall furnish the FAA / OAC an as-built drawing.
 - 3. Upon completion of construction, the Engineer shall furnish the Owner, on request, three (3) sets of as-built drawings.
 - 4. The Engineer shall prepare all necessary forms for final and partial payments due the Owner and secure the necessary signatures for these forms.

SECTION II--ADDITIONAL SERVICES OF THE ENGINEER

A. General

- 1. If requested, the Engineer shall furnish additional services of the following types which will be paid by the Owner as indicated in Section V, A.
 - a. Obtain or furnish property or boundary surveys necessary for drawing up a sufficient property map (Exhibit "A" to the Project Application).
 - b. Furnish topographic and utility surveys necessary for construction plans and as-built drawings.
 - c. Furnish construction staking and a benchmark.

B. Resident Project Services

1. The Owner or the Engineer shall furnish a full-time resident project representative during construction.
2. The duties, responsibilities and limitations on the authority of the resident project representative shall be set forth in Exhibit "A" which is attached to and made a part of this Agreement.
3. If the Engineer is to provide Resident Project Services, payment for these services shall be as shown in Section V, C.
4. Through directing the continuous on-site observations of the work in progress and field checks of materials and equipment by the resident project representative, the Engineer will endeavor to provide further protection for the Owner against defects and deficiencies in the work of the Contractor(s), but the directing of such resident project representation shall not make the Engineer responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents, or relieve the Contractor of primary responsibility to comply with the Contract Documents, plans and specifications.

C. Use of Local Surveying Services

1. If preferred by the Owner, local surveying services may be obtained instead of the services to be furnished under Section II, A, 1. The Owner shall pay for such local surveying services.
2. The local surveying service shall work with the Engineer and at his directions; however, the Engineer shall not be required to give full-time or even part-time supervision of the local services.
3. The Engineer shall not be held responsible in any manner for the services furnished by the local surveying service. In the event errors develop in the plans or specifications that are attributable to the services of the local surveyor, the Engineer shall not be responsible for these errors.

SECTION III--THE OWNER'S RESPONSIBILITY

The Owner shall:

- A. Provide full information as to the requirements of the Project.
- B. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- C. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.
- D. Authorize and furnish additional services required at Owner's expense as described in Section I, B, 1, b, to enable completion of detail design by the Engineer.
- E. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- F. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs' incident thereto.
- G. Provide such legal, accounting and insurance counseling services as may be required for the Project and such auditing service as the Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.
- H. Give the Engineer its full assistance in obtaining approval of all governmental authorities having jurisdiction over the Project and such other approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
- I. Furnish, or direct the Engineer to furnish at the Owner's expense, necessary additional services as stipulated in Section II of this Agreement, or other services as required.
- J. Designate in writing a person to act as Owner's representative with respect to work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information,

interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

SECTION IV--PERIOD OF SERVICE

Unless sooner terminated, as provided in Section VI, A, this Agreement shall remain in force for a period that may reasonably be required for the design, award of contracts and construction of the Project, including extra work and any required extension thereto.

This Agreement may be amended from time to time to add subsequent phases of this project or to add other projects.

SECTION V--PAYMENTS TO THE ENGINEER

A. Payment for Services under Section I, B, and Section II, A:

1. The Owner represents that an adequate and proper appropriation of funds has been made to cover the payment obligations hereby incurred to the Engineer.
2. The Owner shall pay the Engineer for services performed under Section I, B, Preliminary Cost Estimate and Programming Documents, an amount equal to 40% of the lump sum fee referred to in Section V, B.
3. The Owner shall pay the Engineer for services performed under Section II, A, Additional Services of the Engineer, on the basis of a lump sum fee to be negotiated at the time such Additional Services are required. This lump sum fee shall be authorized by an amendment to this Agreement.
4. Payment for these services shall be made monthly upon representation of the Engineer's detailed statement.

B. Payment for Final Design and Construction Phase under Sections I, C and I, D:

The Owner shall pay the Engineer for the services under Sections I, C and I, D a lump sum fee to be established and authorized by an Amendment to this Agreement.

Payments for these services shall become due at the completion of each phase of the work and shall amount to the following percentages of the total fee for each phase:

- 40% upon completion of preliminary cost estimates and programming documents
- 40% upon approval of final plans and specifications
- 20% upon completion of construction and final closeout documents.

C. Payment for Resident Project Services under Section II, B:

If the Owner requests the Engineer to provide Resident Project Services, a lump sum fee shall be determined and authorized by an Amendment to this Agreement.

D. General

1. If this Agreement is terminated upon completion of any phase of the Engineer's services, progress payments are to be made in accordance with Section V.B. and shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the work, the Engineer shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to the termination. In the event of termination, the Engineer shall be paid all terminal expenses' resulting there from plus payment for additional services then due.
2. If, prior to termination of this Agreement, any work designed or specified by the Engineer during any phase of the work is suspended in whole or in part for more than three (3) months, or abandoned after written notice from the Owner, the Engineer shall be paid for services performed prior to receipt of such notice from the Owner.

- E. Every effort will be made to assist the Owner in procurement of Federal and / or State funding assistance for the project. If it is determined that Federal or State funding assistance cannot be obtained for a project, the Engineer will secure written approval from the Owner before proceeding, beyond the point of such determination, with the engineering or construction of said project.

SECTION VI--GENERAL CONSIDERATIONS

- A. This Agreement may be terminated by either party by thirty (30) days' written notice by either party. If this Agreement is so terminated, the Engineer shall be paid as provided in Sections V, D, 1 and V, D, 2; however, the

Engineer shall be required to furnish an accounting of all costs.

- B. Since the Engineer has no control over the cost of labor and materials, or other competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications; but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids on the Project construction costs.
- C. Remedies. Claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof may be submitted for settlement by arbitration only if both parties agree to such submission. Said Agreement to arbitrate shall be specifically enforceable in accordance with the rules and regulations of the American Arbitration Association and judgment upon any award rendered may be entered upon it in accordance with applicable law in any Court having jurisdiction thereof.
- D. Engineer's Insurance. The Engineer shall acquire and maintain comprehensive general liability and automobile liability insurance coverage. The limits applicable to comprehensive general liability and automobile liability shall be as follows:

Comprehensive General Liability

Bodily Injury, each occurrence	1,000,000
Property Damage, each occurrence	600,000

Automobile Liability--Automobiles and trucks owned, non-owned and hired

Bodily Injury, each person	100,000
Bodily Injury, each occurrence	300,000
Property Damage, each occurrence	50,000

Workmen's Compensation Statutory

- E. Contractor's Insurance. Prior to commencement of work, the Owner shall require the Contractor(s) and any Sub-contractor(s) to furnish to the Owner through the Engineer triplicate copies of Certification of Insurance or copies of policies indicating all exclusions; and showing that the Contractor is carrying insurance as required by the project specifications and contract documents, at his own expense in reliable insurance companies satisfactory to the Owner and authorized to do business in the State of Oklahoma.

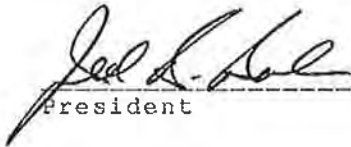
- F. Indemnity. The Owner will require that any Contractor or Subcontractors performing work in connection with drawings and specifications produced under this Agreement hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.
- G. The FAA, OAC, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Engineer shall maintain all required records for three years after Owner makes final payment and all pending matters are cleared.
- H. The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above stated neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.
- I. After completion of the Project, the Engineer shall provide the Owner, documentation prepared under this contract including as-built construction plans, if requested. Basic survey notes and sketches, charts, computations, and other data shall be made available, upon request, to the Owner without restriction or limitation on their use. In the event the Owner does not have proper storage facilities for the protection of full size drawings, he may request the Engineer to retain the drawings with the provision that they will be made available without restriction upon written request or he may request disc copies of digital files.
- J. Nothing in this contract shall be construed as preventing the Owner from acquiring elsewhere the services discussed in Section II.

K, The enclosed Title VI Assurances are hereby made a part of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first written above.

LBR Inc.

CITY OF McALESTER



President

Mayor

ATTEST

ATTEST





Secretary

City Clerk

(Seal)

CERTIFICATION OF LEGALITY:
Approved as to form and legality

By _____
City Attorney

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1 TO STANDARD DOT TITLE VI ASSURANCES

During the performance of this contract, the OBSERVER, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to--
- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

EXHIBIT "A"

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF THE RESIDENT PROJECT REPRESENTATIVE

- A. **GENERAL**--The Resident Project Representative is the Owner's Agent subject to supervision and direction by the Consultant only.
- B. **DUTIES AND RESPONSIBILITIES**--The Resident Project Representative shall:
1. **Schedule:** Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice to the Consultant concerning its acceptability.
 2. **Conferences:** Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Consultant, and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.
 3. **Liaison:** (a) Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's field superintendent. (b) Co-operate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities. (c) Assist the Consultant in obtaining from the Owner additional details or information, when required at the job site, for proper execution of the work.
 4. **Approvals:** When required, assist the Consultant in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
 5. **Samples:** Assist the Consultant in obtaining field samples of materials delivered to the site, which are required to be furnished.
 6. **Shop Drawings:** (a) Receive approved shop drawings and other submissions from the Consultant; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them. (b) Alert the Contractor's field superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the Consultant when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
 7. **Review of Work, Inspections and Tests:** (a) Conduct on-site observations of the work in progress for the Consultant as a basis for determining that the Project is proceeding in accordance with the Contract Documents. (b) Verify that tests, including

equipment and systems startup, which are required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof; observe, record and report to the Consultant appropriate details relative to the test procedure and startups. (c) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the findings of these inspections, and report it to the Consultant.

8. Interpretation of Contract Documents: Transmit to the Contractor the Consultant's interpretations of the Contract Documents.
9. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications, and report them with recommendations to the Consultant.
10. Records: (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, the Consultant's interpretations of the Contract Documents, progress reports and other Project-related documents. (b) Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail, as in the case of observing test procedures and results thereof. (c) Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers. (d) Maintain a set of drawings on which authorized changes are noted and deliver to the Consultant at the completion of the Project.
11. Reports: (a) Furnish the Consultant periodic reports, as required, of progress of the Project and the Contractor's compliance with the approved construction schedule. (b) Consult with the Consultant in advance of scheduled major tests or start of important phases of the Project.
12. Payment Requisitions: Review applications for payment with the Contractor for compliance with established procedure for their submission and forward them with recommendations to the Consultant, noting particularly their relation to the work completed and materials and equipment delivered at the site.
13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble guarantees, certificates, maintenance and operation manuals and other required data to be furnished by the Contractor and, upon acceptance of the Project, deliver this material to the Consultant for his approval and forwarding to the Owner.

14. Completion: (a) Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made. (b) Conduct final inspection in the company of the Consultant and the Owner and prepare a final list of items to be corrected. (c) Verify that all items on final list have been corrected and make recommendations to the Consultant concerning acceptance.

15. Be present on the job site during construction activity.

C. **LIMITATION OF AUTHORITY**--Except upon written instructions of the Consultant the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents.
2. Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
3. Shall not expedite the work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.
5. Shall not authorize the Owner to occupy the Project in whole or in part prior to final acceptance of the work.
6. Shall not participate in specialized field or laboratory tests.

END OF EXHIBIT "A"

EXHIBIT B
McAlester Regional Airport
McAlester, Oklahoma

Rehabilitate Runway 2-20 and Connecting Taxiways. Rehabilitate Taxilanes. Rehabilitate the Parallel Taxiway.

In addition to the project, as advertised, the City of McAlester may require any or all of the following services from the Airport Consultant during the Contract period:

Complete Studies, Design, Engineering, Geotechnical, Preliminary or Construction Testing, Inspection, Boundary or Topographic Surveys, Aerial Photography or Photo Slope Photography, Complete any DBE Requirements, and Engineering Reports, Cost Estimates, ALP updates, and Planning Documents as required for the following projects:

Rehabilitate, Construct or Reconstruct, Mark and Light the Parallel, Partial Parallel, Connecting Taxiway and the Terminal Apron Systems serving Runway 2-20; Improve Airport Drainage and Erosion Control; Remove Obstructions; Improve All Safety Areas, and Complete Approach Slope Surveys for Runway 2 and 20; Conduct Airport Master Plan, Action Plans; Update Airport Layout Plan; Complete Runway and Taxiway Extension; Construction of Hangars; New Terminal Building; Hangar Access Aprons and Taxilanes; Terminal Aprons; Airport Access or Auto Parking Facilities; Service Roads; Noise Study; Road or Railway Improvements or Relocations; New Utility or Utility Relocation Projects; Other Partial Parallel or Connecting Taxiways, and Any Runway Rehabilitation or Reconstruction; Install Vertical/Visual Guidance Systems; Perimeter and Security Fencing; Install Emergency Power Generator, Any Airport Lighting or Electrical Systems; Guidance Signs, Beacon, Wind Indicators, or other Airport Visual Indicators; Any services required for Land Acquisition, Land Acquisition for Approaches, Development, or Airspace Requirements or Protection; Environmental Work for any Airport Project; Memorandum of Agreements or Facilities Requirements; Install Precision Instrument Approaches and Approach Lights or Navigation Aids.

Complete the following Capital Improvement Planning projects: Known and Unknown Resources, Immediate; Short, Medium, and Long Range Capital and Developmental Planning as required by the OAC, FAA, or Sponsor.



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda R
Department: _____
Prepared By: James Stanford, IT Account Code: _____
Date Prepared: Computer Support Specialist Budgeted Amount: _____
June 20, 2017 Exhibits: 1

Subject

Consider and act upon, 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.

Recommendation

Motion to approve and authorize the Mayor to sign a Business Customer Service Agreement between the City of McAlester and U.S. Cellular for wireless telecommunication services and equipment.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Business Customer Service Agreement prepared for:

City of McAlester



Submitted by:
Shannon Burke
918.636.3984
Shannon.burke@uscellular.com

CONFIDENTIAL

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated July 1st, 2016 (the "Effective Date"), is by and between USCC Services, LLC on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and City of McAlester on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

- (a) "Equipment" means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by Customer from USCC, otherwise provided to Customer by USCC for use in connection with Service, or approved in writing by USCC for use in connection with Service(s).
- (b) "Home Market" means the market in which the USCC switch to which your account is assigned at the time your service is established ("Home Market").
- (c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) that USCC provides directly or indirectly to Customer.

2. PROVISION OF SERVICE.

- (a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.
- (b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for

Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each piece of Equipment must be used in USCC's licensed markets. No more than 400 MB of Customer's data usage in any month on each piece of Equipment may be used in USCC's non-licensed markets.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

(e) **Machine to Machine Services ("M2M").** M2M shall refer to Services where data is transmitted over USCC's network between devices (including wireless devices, modems, computer servers, or other machines) with limited to no manual administration, supervision, or intervention. If Customer utilizes M2M Services, the requirements for use of such Services including rates, equipment, and other terms and conditions, shall be set forth in Exhibit B attached hereto and made a part hereof, and M2M Services shall also be governed by this Agreement along with any applicable third party terms and conditions. M2M Services may require 3rd party Equipment, 3rd party services such as software-as-a-service ("SAAS"), and/or the acceptance of third party end-user license agreements by Customer. USCC makes no warranties, representations, or other statements regarding such third party Equipment, agreements, or services and Customer agrees that it may only use such 3rd party Equipment or services that are approved by USCC for use on its network. M2M lines are data only lines for use with M2M equipment approved by USCC only. USCC may prohibit standard wireless devices and equipment from being activated on M2M lines.

(f) **Wireless Priority Service.** USCC is under contract with Computer Sciences Corporation ("CSC"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to CSC and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to USCC providing Customer's call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) **BlackBerry® Services.** If Customer utilizes BlackBerry Service and Equipment, that use shall be governed by this Agreement and the applicable Blackberry License(s). For purposes of this Agreement, "Blackberry License(s)" means the then current standard software

license(s), in whatever form or medium provided by BlackBerry Limited. The current BlackBerry License(s) can be found at www.blackberry.com/legal.

(h) Additional individual Services offered by USCC are subject to specific terms and conditions. Those terms and conditions are included in the specific brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

3. **CUSTOMER SUPPORT.**

USCC will provide Customer with customer support, which may include a major account support team, as set forth in Exhibit C.

4. **RATES AND CHARGES.**

(a) Customer shall pay for Service at the rates set forth in Exhibit B or Exhibit D as the case may be. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform USCC of any changes to the business address. That business address must always be within USCC's licensed markets.

(c) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit B or Exhibit D, then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

5. **EQUIPMENT.**

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit E, if any, as the case may be, for each new line of Service activated by Customer and each Eligible Upgrade. An "Eligible Upgrade" means Customer's first upgrade of wireless handset Equipment for a line of Service after completing 24 months of Service on such line.

Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) Certain Equipment may be purchased utilizing installment plan pricing. Equipment eligible for installment plan pricing and the applicable pricing is set forth in Exhibit E. Customer will be required to execute a separate Retail Installment Contract for Equipment purchases made with installment plan pricing.

(c) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit B or Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(d) For M2M, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a 3rd party only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer owned Equipment at any time and for any reason in its sole discretion.

6. BILLING AND PAYMENT.

(a) USCC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customer's monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service for any reason. Customer agrees that it may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law. Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. **COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service or M2M Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

8. **TERM AND TERMINATION.**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire two years thereafter (the "Initial Term"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be.

(b) **Termination.** Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (A) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (B) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with BlackBerry, or (C) if Customer fails to comply with any applicable BlackBerry License. Additionally, USCC may terminate this Agreement at any time if we cease to provide Service in your Home Market. Customer may terminate service upon written notice to USCC (effective immediately unless a different Termination Date is indicated) and payment of any applicable Early Termination Fees as set forth herein. Customer's request to port any number will be considered notice to USCC to terminate Service immediately and Customer will be liable for all amounts due including any Early Termination Fees. Monthly recurring Services and applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date and depending on the amount of Service that you have used during the month of termination, such a proration may result in you incurring overage charges. If this Agreement is terminated for any reason during the Initial Term other than

for a breach by USCC continuing beyond any applicable cure period or due to USCC ceasing to provide Service in your Home Market, you may be assessed an early termination fee ("ETF").

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 8(b)(A) or Section 8(b)(B) above, Customer will be subject to a prorated early termination fee ("ETF") of \$150.00 per terminated line of Service for feature phones, modems, hotspot devices, and M2M lines utilizing customer owned Equipment and a \$350.00 ETF per terminated line of Service for smartphones, tablets, and M2M lines utilizing Equipment purchased from USCC at a subsidized price. Regardless of the start and end date of the Initial Term or any Renewal Term of this Agreement, any ETF will be prorated over twenty-four months from the date of initial activation of the Equipment on the terminated line of Service in accordance with the following: an ETF of \$350.00 for a 24 month Initial Term will be reduced by \$8.33 for each of months 1 - 23, \$8.41 for month 23, and further reduced to \$0 after the last day of month 24 (\$150.00 remaining ETF applies during month 24); an ETF of \$150.00 for a 24 month Initial Term will be reduced by \$3.13 for each of months 1 - 23 and further reduced to \$0 at the conclusion of month 24 (\$75.00 remaining ETF applies during month 24); and ETF's of any different amount or for a different Initial Term length will be specifically set forth in pricing Exhibit E. Notwithstanding the foregoing and excluding M2M lines, the aforementioned ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. ETF's shall not apply to any line on Service in which the Equipment was purchased pursuant to a Retail Installment Contract. For M2M lines, Customer acknowledges that due to the costs of USCC setting up the line for any Equipment, the previously mentioned ETF amounts will apply whether the Equipment was purchased from USCC or provided by Customer, and Exhibit B may state additional requirements for termination of M2M lines.

(d) **Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. **AUTHORIZED USERS.**

Customer may appoint one or more persons to manage Customer's account ("Authorized Users"). These Authorized Users will be able to access and make changes to Customer's account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make

payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

10. **THEFT.**

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

11. **ARBITRATION.**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY

CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

12. **CERTIFICATE OF AUTHORITY.**

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

13. **LIMITS OF LIABILITY.**

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

14. **DISCLAIMER OF WARRANTIES.**

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING

THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

15. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

16. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. In the event of a conflict or inconsistency between the terms of this Agreement and any other referenced agreement or terms and conditions, the terms of this Agreement shall govern and control. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

17. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

18. NO WAIVER; SEVERABILITY.

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

19. NOTICE.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:

Attn: Shannon Burke
4700 S. Garnett Rd Ste 100
Tulsa, OK 74145

Customer:

Attn: James Stanford
28 E. Washington Ave
McAlester, OK 74501

With a copy to:

USCC Services, LLC
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

20. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

21. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

22. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

23. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

24. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

25. CONFIDENTIALITY.

(a) **Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality.**

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) Ownership and Return of Confidential Information. Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) Required Disclosures. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

USCC SERVICES, LLC

City of McAlester

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

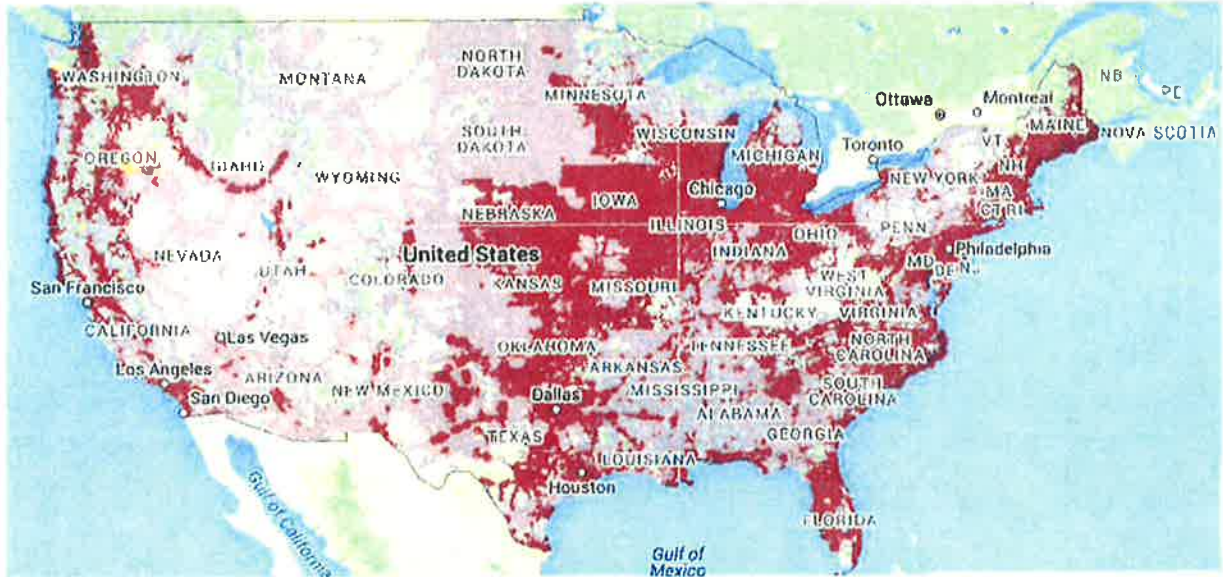
Date _____

Date _____

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
USCC SERVICES, LLC
AND
CITY OF MCALESTER

EXHIBIT A CURRENT COVERAGE MAP

Data Coverage



Voice Coverage

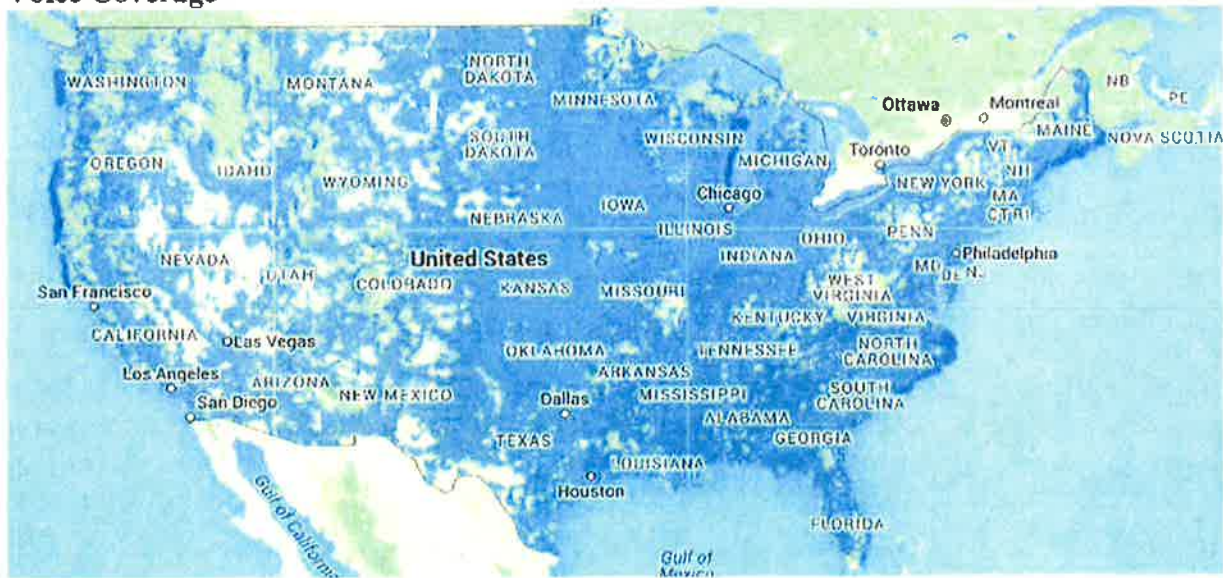


EXHIBIT B

M2M Services

M2M - MACHINE TO MACHINE

Customer Contact Information

City of McAlester
28 E. Washington Ave
McAlester, OK 74501

M2M Rate Plans			
M2M Subscriber Plan Name	Allowance	MRC	Overage Charges
N/A			

Equipment purchased from USCC		
Model and/or Description	Equipment Retail Price	Price with 2yr. Service Agreement
N/A		

Flexible IP			
BO ID	Billing Offer (BO) Name	Cost	Frequency
	N/A		

EXHIBIT C

CUSTOMER SUPPORT

We support our business customers with specialized teams that include some of our most experienced associates.

Account Team Contact Information:

Dedicated Local BAM:

The **Business Account Manager (BAM)** role will provide your account with personal and local sales/service representation. These representatives work closely with customers to understand their business needs and to offer solutions specifically suited to those needs. The Business Account Manager is also available to assist your account in facilitating phone/live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other field support.

- Shannon Burke
- 918.636.3984
- Shannon.burke@uscellular.com

Customer Service Contact Information:

City of McAlester will also have access to a specialized Business-to-Business Customer Service and Billing Support Team.

Business Support: **1-800-819-9373**

EXHIBIT D
RATES

Rate Plan			
# of Lines	Plan Description	Discounts	Cost Per Month
1	150GB Shared Data Plan	30%	\$787.50
24	Smart Phone Monthly Access Charge \$35.00 (X 24 lines)		\$840.00
61	Basic Phone Monthly Access Charge \$20.00 (X 61 lines)		\$1,220.00
4	iPad Monthly Access Charge \$10.00 (X 4 lines)		\$40.00

Total monthly cost:	\$2,887.50

EXHIBIT E
EQUIPMENT

Equipment			
Quantity	Description/ Item ID	Equipment Retail Price	Price with 4yr. Service Agreement
4	Samsung Galaxy S6	\$	\$49.99 (each)
24	iPhone SE	\$	\$0.01 (each)
45	LG Envoy 3 (basic phone)	\$	\$0.01 (each)
12	Kyocera Dura XA (ruggedized phone)	\$	\$49.99 (each)
4	iPad Pro 9.7"	\$	\$729.99 (each)

Total:	\$3,720.49

Accessories			
Quantity	Description/ Item ID	Discount	Price
Unlimited	All Accessories under \$100	30%	N/A

Total:	N/A



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda S
Department: Mel Priddy, Community
Prepared By: Services Director Account Code: _____
Date Prepared: June 20, 2017 Budgeted Amount: _____
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

JOE M. ALLBAUGH
DIRECTOR



MARY FALLIN
GOVERNOR

STATE OF OKLAHOMA
OKLAHOMA DEPARTMENT OF CORRECTIONS
Jackie Brannon Correctional Center

June 13, 2017

Mel Priddy, Community Services Director
City of McAlester
801 N. 9th
McAlester, OK 74501

RE: PPWP Contract for period July 1, 2017 through June 30, 2018 – Parkway

Mr. Priddy,

The attached documents (2) are submitted to you as per our recent conversation regarding renewal of the Prisoners Public Works Project (PPWP) contract. As we discussed, and as included in paragraph 6 on the attached contract, the cost will be \$120.00 per month per prisoner (the number stated in paragraph 4); no pro-rations will be made.

Please complete the attached Application for PPWP Inmates (Attachment I, OP-090106). We have inserted the detailed description of the work will be performing from the FY 2017 contract, please revise as needed.

In addition, please complete the following items on the PPWP Contract (Attachment A, OP-090106). Please ensure the information entered in paragraphs 4 and 5 agrees with the Application form (Attachment I – see previous paragraph).

Paragraph 4. Insert the number of prisoners requested.

Paragraph 5. The responsibilities listed are from the FY 2017 contract; please revise as needed.

Paragraph 37. Please verify the agency's contact information, including email address.

Paragraph 45. Complete the section for "Public Agency".

Please return the completed Application and Contract to my office at your earliest convenience via email to jerry.chrisman@doc.ok.gov . If you have any questions, or need additional information, please contact me.

Sincerely,

Jerry Chrisman, Warden

Application for Prisoner Public Works Program Inmates

All applicants must meet the criteria for PPWP eligibility as set in state statute 57 O.S. Section 215 and Oklahoma Department of Corrections Policy (OP-090106, entitled "Prisoner Public Work Contracts and Assignment of Inmates to Public Works Programs")

Applicant: City of McAlester (Parkway)

(Must be an agency as described in 57 O.S. Section 215)

Location: 1600 E. Monroe Land Maintenance Shop Building

Facility You Are Requesting PPWP Inmates from: Jackie Brannon Correctional Center

Number of Inmates You Are Requesting: 3

Days Work Crew Will Be Working: Mon-Fri. **Work Hours:** 0700-1800

The Oklahoma Department of Corrections (ODOC) requires that all PPWP crew be supervised at a ratio of one (1) staff to every ten (10) inmates; staff that supervises inmate work crews must complete a background check and attend required ODOC training annually.

Number of Staff You Will Provide for Supervision: 5

Provide a Detailed Description of the Work that Inmates Will Be Performing: (Use additional pages if needed)

Weed-eating 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.

Inmates assigned to jobs that require the use of equipment (Lawn Mowers; Weed Eaters; Tractors; Heavy Equipment; Welders; etc.) must be provided proper training on their use prior to operating the equipment. This training must be documented for each inmate and be readily available to the ODOC. The inmate must also be provided and must wear protective equipment in accordance with OSHA standards when utilizing equipment. Training and equipment will be provided by the contracting agency.

Provide a Detailed List of Equipment Inmates Will Be Using: (Use additional pages if needed)

Weedeater, lawn mower, chainsaw, back pack blowers, edgers, riding mower hedge trimmers and assorted hand tools.

Does Your Agency Have Qualified Staff to Provide Training?: Yes

The contracting agency will be responsible for the transportation of the PPWP to and from the facility

Does Your Agency Have Adequate Transportation Vehicles?: Yes

The completion of this request is not a guarantee that a PPWP crew will be assigned to your agency. Your request will be reviewed and a determination will be made based on the inmate availability at the facility you request as well as the ODOC staff resources needed to provide this crew. If your request is approved you will be asked to complete and sign a PPWP contract with the Oklahoma Department of Corrections.

Mal Cuddy Community Services
Signature and Title Director

6/20/17
Date

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.

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, 2017 and ending on June 30, 2018.
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 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.
6. The Public Agency agrees to pay to the Department \$120.00 per month per prisoner (the number stated in paragraph 4). This amount includes the base cost and a ten percent administrative fee.
7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
8. The Department will not provide supervision of prisoners assigned to the Public Works Project.

9. The Department will provide lunches to the prisoners, unless otherwise agreed.
10. The Public Agency will 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.
11. 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.
12. 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.
13. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
14. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts and 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.
15. 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.
16. 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.
17. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
18. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 37, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice not paid within sixty (60) days from the date of

the invoice may result in the Public Agency not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

19. 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.
20. The Department will have the ultimate responsibility for the security of the prisoners.
21. 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.
22. 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).
23. 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.).
24. 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.
25. 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.
26. 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. Training associated with the use of lawn equipment; power tools and hand tools must meet OSHA and Department of Labor standards, and this training can be conducted without the Departments review of the curriculum. Training associated

with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
35. 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.
36. The terms of this contract may only be amended by agreement of the parties and in writing.
37. 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:

38.
For the Department:
David 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

39. 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.
40. 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.
41. 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.
42. 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.
43. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
44. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Governmental 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 Governmental 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.
45. 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.

46. Signatures:

Department:

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

Public Agency:

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

JOE M. ALLBAUGH
DIRECTOR



MARY FALLIN
GOVERNOR

STATE OF OKLAHOMA
OKLAHOMA DEPARTMENT OF CORRECTIONS
Jackie Brannon Correctional Center

June 13, 2017

Mel Priddy, Community Services Director
City of McAlester
801 N. 9th
McAlester, OK 74501

RE: PPWP Contract for period July 1, 2017 through June 30, 2018 – Oakhill Cemetery

Mr. Priddy,

The attached documents (2) are submitted to you as per our recent conversation regarding renewal of the Prisoners Public Works Project (PPWP) contract. As we discussed, and as included in paragraph 6 on the attached contract, the cost will be \$120.00 per month per prisoner (the number stated in paragraph 4); no pro-rations will be made.

Please complete the attached Application for PPWP Inmates (Attachment I, OP-090106). We have inserted the detailed description of the work will be performing from the FY 2017 contract, please revise as needed.

In addition, please complete the following items on the PPWP Contract (Attachment A, OP-090106). Please ensure the information entered in paragraphs 4 and 5 agrees with the Application form (Attachment I – see previous paragraph).

Paragraph 4. Insert the number of prisoners requested.

Paragraph 5. The responsibilities listed are from the FY 2017 contract; please revise as needed.

Paragraph 37. Please verify the agency's contact information, including email address.

Paragraph 45. Complete the section for "Public Agency".

Please return the completed Application and Contract to my office at your earliest convenience via email to jerry.chrisman@doc.ok.gov. If you have any questions, or need additional information, please contact me.

Sincerely,

Jerry Chrisman, Warden

Application for Prisoner Public Works Program Inmates

All applicants must meet the criteria for PPWP eligibility as set in state statute 57 O.S. Section 215 and Oklahoma Department of Corrections Policy (OP-090106, entitled "Prisoner Public Work Contracts and Assignment of Inmates to Public Works Programs")

Applicant: City of McAlester (Oakhill Cemetery)
(Must be an agency as described in 57 O.S. Section 215)
Location: 1501 E. Washington

Facility You Are Requesting PPWP Inmates from: Jackie Brannon Correctional Center

Number of Inmates You Are Requesting: 3

Days Work Crew Will Be Working: Mon-Fri **Work Hours:** 0700-1800

The Oklahoma Department of Corrections (ODOC) requires that all PPWP crew be supervised at a ratio of one (1) staff to every ten (10) inmates; staff that supervises inmate work crews must complete a background check and attend required ODOC training annually.

Number of Staff You Will Provide for Supervision: 2

Provide a Detailed Description of the Work that Inmates Will Be Performing: (Use additional pages if needed)

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

Inmates assigned to jobs that require the use of equipment (Lawn Mowers; Weed Eaters; Tractors; Heavy Equipment; Welders; etc.) must be provided proper training on their use prior to operating the equipment. This training must be documented for each inmate and be readily available to the ODOC. The inmate must also be provided and must wear protective equipment in accordance with OSHA standards when utilizing equipment. Training and equipment will be provided by the contracting agency.

Provide a Detailed List of Equipment Inmates Will Be Using: (Use additional pages if needed)

Weedeaters, riding lawnmowers

Does Your Agency Have Qualified Staff to Provide Training?: Yes

The contracting agency will be responsible for the transportation of the PPWP to and from the facility.

Does Your Agency Have Adequate Transportation Vehicles?: Yes

The completion of this request is not a guarantee that a PPWP crew will be assigned to your agency. Your request will be reviewed and a determination will be made based on the inmate availability at the facility you request as well as the ODOC staff resources needed to provide this crew. If your request is approved you will be asked to complete and sign a PPWP contract with the Oklahoma Department of Corrections.

Mal Cuddy Community Services
Signature and Title Director

6/20/17
Date

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.

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, 2017 and ending on June 30, 2018.
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 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.
6. The Public Agency agrees to pay to the Department \$120.00 per month per prisoner (the number stated in paragraph 4). This amount includes the base cost and a ten percent administrative fee.
7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
8. The Department will not provide supervision of prisoners assigned to the Public Works Project.

9. The Department will provide lunches to the prisoners, unless otherwise agreed.
10. The Public Agency will 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.
11. 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.
12. 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.
13. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
14. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts and 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.
15. 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.
16. 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.
17. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
18. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 37, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice not paid within sixty (60) days from the date of

the invoice may result in the Public Agency not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

19. 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.
20. The Department will have the ultimate responsibility for the security of the prisoners.
21. 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.
22. 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).
23. 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.).
24. 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.
25. 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.
26. 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. Training associated with the use of lawn equipment; power tools and hand tools must meet OSHA and Department of Labor standards, and this training can be conducted without the Departments review of the curriculum. Training associated

with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
35. 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.
36. The terms of this contract may only be amended by agreement of the parties and in writing.
37. 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:

38.
For the Department:
David 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

39. 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.
40. 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.
41. 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.
42. 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.
43. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
44. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Governmental 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 Governmental 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.
45. 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.

46. Signatures:

Department:

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

Public Agency:

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

JOE M. ALLBAUGH
DIRECTOR



MARY FALLIN
GOVERNOR

STATE OF OKLAHOMA
OKLAHOMA DEPARTMENT OF CORRECTIONS
Jackie Brannon Correctional Center

June 13, 2017

Mel Priddy, Community Services Director
City of McAlester
801 N. 9th
McAlester, OK 74501

RE: PPWP Contract for period July 1, 2017 through June 30, 2018 – Fairgrounds and Expo Center

Mr. Priddy,

The attached documents (2) are submitted to you as per our recent conversation regarding renewal of the Prisoners Public Works Project (PPWP) contract. As we discussed, and as included in paragraph 6 on the attached contract, the cost will be \$120.00 per month per prisoner (the number stated in paragraph 4); no pro-rations will be made.

Please complete the attached Application for PPWP Inmates (Attachment I, OP-090106). We have inserted the detailed description of the work will be performing from the FY 2017 contract, please revise as needed.

In addition, please complete the following items on the PPWP Contract (Attachment A, OP-090106). Please ensure the information entered in paragraphs 4 and 5 agrees with the Application form (Attachment I – see previous paragraph).

Paragraph 4. Insert the number of prisoners requested.

Paragraph 5. The responsibilities listed are from the FY 2017 contract; please revise as needed.

Paragraph 37. Please verify the agency's contact information, including email address.

Paragraph 45. Complete the section for "Public Agency".

Please return the completed Application and Contract to my office at your earliest convenience via email to jerry.chrisman@doc.ok.gov. If you have any questions, or need additional information, please contact me.

Sincerely,

Jerry Chrisman, Warden

Application for Prisoner Public Works Program Inmates

All applicants must meet the criteria for PPWP eligibility as set in state statute 57 O.S. Section 215 and Oklahoma Department of Corrections Policy (OP-090106, entitled "Prisoner Public Work Contracts and Assignment of Inmates to Public Works Programs")

Applicant: City of McAlester (Fairgrounds/Expo)
(Must be an agency as described in 57 O.S. Section 215)

Location:

Facility You Are Requesting PPWP Inmates from: Jackie Brannon Correctional Center

Number of Inmates You Are Requesting: 4

Days Work Crew Will Be Working: Mon thru Sun. Work Hours: VARIES

The Oklahoma Department of Corrections (ODOC) requires that all PPWP crew be supervised at a ratio of one (1) staff to every ten (10) inmates; staff that supervises inmate work crews must complete a background check and attend required ODOC training annually.

Number of Staff You Will Provide for Supervision: 2

Provide a Detailed Description of the Work that Inmates Will Be Performing: (Use additional pages if needed)

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

Inmates assigned to jobs that require the use of equipment (Lawn Mowers; Weed Eaters; Tractors; Heavy Equipment; Welders; etc.) must be provided proper training on their use prior to operating the equipment. This training must be documented for each inmate and be readily available to the ODOC. The inmate must also be provided and must wear protective equipment in accordance with OSHA standards when utilizing equipment. Training and equipment will be provided by the contracting agency.

Provide a Detailed List of Equipment Inmates Will Be Using: (Use additional pages if needed)

Cleaning Equipment, weed eaters, lawn mowers

Does Your Agency Have Qualified Staff to Provide Training?: YES

The contracting agency will be responsible for the transportation of the PPWP to and from the facility.

Does Your Agency Have Adequate Transportation Vehicles?: YES

The completion of this request is not a guarantee that a PPWP crew will be assigned to your agency. Your request will be reviewed and a determination will be made based on the inmate availability at the facility you request as well as the ODOC staff resources needed to provide this crew. If your request is approved you will be asked to complete and sign a PPWP contract with the Oklahoma Department of Corrections.

Ann J. Kilson, Expo Manager
Signature and Title

6/20/17
Date

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, 2017 and ending on June 30, 2018.
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.
6. The Public Agency agrees to pay to the Department \$120.00 per month per prisoner (the number stated in paragraph 4). This amount includes the base cost and a ten percent administrative fee.
7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
8. The Department will not provide supervision of prisoners assigned to the Public Works Project.

9. The Department will provide lunches to the prisoners, unless otherwise agreed.
10. The Public Agency will 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.
11. 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.
12. 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.
13. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
14. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts and 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.
15. 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.
16. 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.
17. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
18. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 37, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice not paid within sixty (60) days from the date of

the invoice may result in the Public Agency not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

19. 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.
20. The Department will have the ultimate responsibility for the security of the prisoners.
21. 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.
22. 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).
23. 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.).
24. 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.
25. 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.
26. 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. Training associated with the use of lawn equipment; power tools and hand tools must meet OSHA and Department of Labor standards, and this training can be conducted without the Departments review of the curriculum. Training associated

with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
35. 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.
36. The terms of this contract may only be amended by agreement of the parties and in writing.
37. 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 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

38. 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.

39. 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.
40. 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.
41. 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.
42. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
43. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Governmental 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 Governmental 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.
44. 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.

45. Signatures:

Department:

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

Public Agency:

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: Consent Agenda T
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 21, 2017 Budgeted Amount: _____
Exhibits: Multiple

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement for the 2017 Junior Sunbelt Classic between McAlester Public Schools and the City of McAlester for funding in the amount of \$15,000.

Recommendation

Staff recommends authorization for the Mayor to sign an Agreement between the McAlester Public Schools and the City of McAlester, for funding in the amount of \$15,000.

Discussion

Approved By

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

**AGREEMENT FOR THE PARTIAL FUNDING OF THE 2017
JUNIOR SUNBELT CLASSIC**

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

WHEREAS, the City and School desire to enter into this Agreement pursuant to the Interlocal Cooperation Act (74 O.S.1001); and

WHEREAS, the City and School desire to use government assets in a efficient and effective manner for the benefit of both parties; and

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the "2017 Junior Sunbelt Baseball Classic", which is scheduled for the week of June 2 through 7, 2017.

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

1. **City.** The City agrees to contribute, after being properly invoiced by the School, fifteen thousand dollars (\$15,000) for the partial cost of umpire fees and motel expenses for the Sunbelt Classic.
2. **School.** The School agrees to provide the City with a detailed report accounting for the City contribution by no later than August 15, 2017. Further, the School agrees to remit, at the time the School issues its detailed report, any City monies not spent for the purposes outlined in number one.
3. **Term and Termination.** The term of this Agreement shall be from June 1, 2017 until September 1, 2017.
4. **Miscellaneous Provisions:**
 - a. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
 - b. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason to be held invalid, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this 11th day of April, 2016.

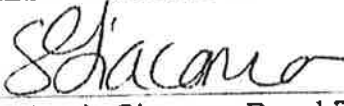
CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Mayor

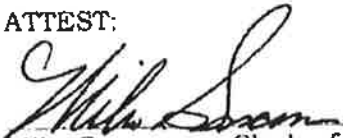
ATTEST:

Cora Middleton, City Clerk

McALESTER PUBLIC SCHOOLS

By: 
Stephanie Giacomo, Board President

ATTEST:


Mike Sossamon, Clerk of the Board

Receipt	51927	936	0	0	805	0	0	701 6/19/2016	DOC		
Receipt	51931	936	0	0	805	0	0	701 6/1/2016	Sunbelt sponsors	\$1,500.00	\$1,500.00
Receipt	51934	936	0	0	805	0	0	705 6/6/2016	Sunbelt donations	\$2,850.00	\$2,850.00
Receipt	51935	936	0	0	805	0	0	705 6/7/2016	Baseball Entry fee	\$275.00	\$275.00
Receipt	51936	936	0	0	805	0	0	705 6/9/2016	Sunbelt donation	\$300.00	\$300.00
Receipt	51939	936	0	0	805	0	0	705 6/10/2016	Sunbelt banquet/passes	\$2,390.00	\$2,390.00
Receipt	51938	936	0	0	900	0	0	705 6/10/2016	Sunbelt	(\$600.00)	(\$600.00)
Receipt	51937	936	0	0	805	0	0	705 6/10/2016	Sunbelt	\$300.00	\$300.00
Receipt	51938	936	0	0	900	0	0	705 6/10/2016	Sunbelt	\$600.00	\$600.00
Receipt	51938	936	0	0	805	0	0	705 6/10/2016	Sunbelt	\$600.00	\$600.00
Receipt	51943	936	0	0	805	0	0	705 6/13/2016	Sunbelt gate	\$1,708.00	\$1,708.00
Receipt	51942	936	0	0	805	0	0	705 6/13/2016	Sunbelt T shirts	\$1,688.00	\$1,688.00
Receipt	51941	936	0	0	805	0	0	705 6/13/2016	Sunbelt concession	\$1,365.00	\$1,365.00
Receipt	51944	936	0	0	805	0	0	705 6/13/2016	Sunbelt concessions	\$1,471.00	\$1,471.00
Receipt	51945	936	0	0	805	0	0	705 6/13/2016	Sunbelt T shirts	\$1,645.00	\$1,645.00
Receipt	51940	936	0	0	805	0	0	705 6/13/2016	Sunbelt gate	\$3,118.00	\$3,118.00
Receipt	51947	936	0	0	805	0	0	705 6/14/2016	Sunbelt gate	\$636.00	\$636.00
Receipt	51948	936	0	0	805	0	0	705 6/14/2016	Sunbelt concessions	\$1,635.00	\$1,635.00
Receipt	51949	936	0	0	805	0	0	705 6/14/2016	Sunbelt T shirts	\$913.75	\$913.75
Receipt	51952	936	0	0	805	0	0	705 6/15/2016	Sunbelt T shirts	\$694.00	\$694.00
Receipt	51950	936	0	0	805	0	0	705 6/15/2016	Sunbelt gate	\$999.00	\$999.00
Receipt	51951	936	0	0	805	0	0	705 6/15/2016	Sunbelt concession	\$1,309.00	\$1,309.00
Receipt	51956	936	0	0	805	0	0	705 6/16/2016	Sunbelt sponsor	\$650.00	\$650.00
Receipt	51954	936	0	0	805	0	0	705 6/16/2016	Sunbelt concession	\$2,163.20	\$2,163.20
Receipt	51953	936	0	0	805	0	0	705 6/16/2016	Sunbelt gate	\$804.00	\$804.00
Receipt	51955	936	0	0	805	0	0	705 6/16/2016	Sunbelt T shirts	\$1,195.00	\$1,195.00
Receipt	51960	936	0	0	805	0	0	701 6/23/2016	BancFirst	\$300.00	\$300.00

Total Of: 936: DUGOUT CLUB CONCESSIONS

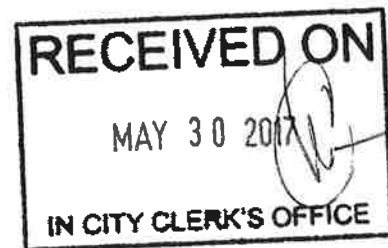
~~\$27,988.34~~ ~~\$27,988.34~~

\$ 31,106.90

McAlister Junior Sunbelt
2016

Revenue

2016 Sunbelt Expenses



Banquet

- City of McAlester - \$315.00
- US Food - \$400.00
- Wal-Mart - \$600.00
- Decorations - \$200.00
- PFG - \$350.00

Concession

- Sooner Coca Cola - \$700.00
- Performance Food Groups – \$650.00
- Lovera's – \$250.00
- Wal-Mart – \$620.00
- Hyland Dairy - \$100.00
- Indian Nation Wholesale - \$500.00
- Redwood Distributing – \$400.00

Hotel

- AmericInn - \$9,000.00

T-Shirts

- CSP - \$3,500.00

Umpires

- 14 Umpires = \$7770.00
 1. 45 Games@ \$70.00 X2 (\$140.00) = \$6300.00
 2. 5 Games @ \$70.00 X3 (\$210.00) = \$1050.00
 3. 1 Assigning Fee = \$350.00

McAlester Public Schools Transportation

- Bus - \$3,800.00

Total Estimated Expenses - \$29,155.00

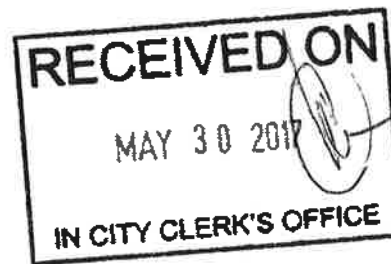
Payment	1244	936	3200	670	805	3330	0	701 6/7/2016	Stephenson Wholesale Co., Inc.	(\$940.98)	(\$940.98)
Payment	1245	936	3200	670	805	3330	0	701 6/8/2016	BSN Sports	(\$1,297.00)	(\$1,297.00)
Payment	1267	936	3200	670	805	3330	0	701 6/8/2016	Wal-Mart	(\$120.74)	(\$120.74)
Payment	1262	936	3200	670	805	3330	0	701 6/8/2016	Sooner Coca-Cola	(\$277.50)	(\$277.50)
Payment	1267	936	3200	670	805	3330	0	701 6/8/2016	Wal-Mart	(\$306.78)	(\$306.78)
Payment	1269	936	1000	343	805	3330	0	705 6/20/2016	Colby Barnett	(\$560.00)	(\$560.00)
Payment	1272	936	3200	670	805	3330	0	701 6/22/2016	Lovera's Grocery	(\$99.50)	(\$99.50)
Payment	1284	936	2199	683	805	3330	0	705 6/22/2016	Americinn	(\$9,240.00)	(\$9,240.00)
Payment	1286	936	1000	343	805	3330	0	705 6/22/2016	Terry Kimmel Jr.	(\$980.00)	(\$980.00)
Payment	1297	936	3200	670	805	3330	0	701 6/22/2016	Stephenson Wholesale Co., Inc.	(\$2,268.77)	(\$2,268.77)
Payment	1298	936	3200	670	805	3330	0	701 6/22/2016	Sooner Coca-Cola	(\$684.50)	(\$684.50)
Payment	1300	936	3200	670	805	3330	0	701 6/22/2016	Custom Screen Printers	(\$4,717.00)	(\$4,717.00)
Payment	1306	936	5200	930	805	3330	0	705 6/22/2016	MPS General Fund	(\$707.50)	(\$707.50)
Payment	1299	936	3200	670	805	3330	0	701 6/22/2016	Lovera's Grocery	(\$284.25)	(\$284.25)
Payment	1296	936	1000	343	805	3330	0	705 6/22/2016	Burl Butler	(\$350.00)	(\$350.00)
Payment	1295	936	1000	343	805	3330	0	705 6/22/2016	Kurt Grider	(\$350.00)	(\$350.00)
Payment	1294	936	1000	343	805	3330	0	705 6/22/2016	Mike Sexton	(\$490.00)	(\$490.00)
Payment	1293	936	1000	343	805	3330	0	705 6/22/2016	Lewis Wantland	(\$630.00)	(\$630.00)
Payment	1292	936	1000	343	805	3330	0	705 6/22/2016	Thomas Hilburn	(\$420.00)	(\$420.00)
Payment	1291	936	1000	343	805	3330	0	705 6/22/2016	Mat Wilson	(\$420.00)	(\$420.00)
Payment	1290	936	1000	343	805	3330	0	705 6/22/2016	Zane James	(\$280.00)	(\$280.00)
Payment	1289	936	1000	343	805	3330	0	705 6/22/2016	Brad Davenport	(\$280.00)	(\$280.00)
Payment	1288	936	1000	343	805	3330	0	705 6/22/2016	Barry Crow	(\$1,050.00)	(\$1,050.00)
Payment	1287	936	1000	343	805	3330	0	705 6/22/2016	Jered Jones	(\$560.00)	(\$560.00)
Payment	1285	936	1000	343	805	3330	0	705 6/22/2016	Jim Perry	(\$1,070.00)	(\$1,070.00)
Payment	1315	936	3200	670	801	3330	0	701 6/29/2016	Redwood Heights Developers, Inc	(\$145.20)	(\$145.20)
Payment	1318	936	3200	670	805	3330	0	701 6/29/2016	Wal-Mart	(\$862.06)	(\$862.06)
Payment	1319	936	3200	670	805	3330	0	701 6/29/2016	Wal-Mart	(\$233.50)	(\$233.50)
~~50917 936 0 0 805 0 0 701 12/11/2015 City - Sunbelt \$15,000.00 \$15,000.00~~											
Receipt	51431	936	0	0	805	0	0	701 2/22/2016	Scrimmage	\$223.25	\$223.25
Receipt	51431	936	0	0	805	0	0	701 2/22/2016	Scrimmage Concession	\$114.26	\$114.26
Receipt	51433	936	0	0	805	0	0	701 3/7/2016	Conc - Broken Bow	\$108.88	\$108.88
Receipt	51441	936	0	0	805	0	0	701 3/7/2016	Conc - Broken Bow	\$246.72	\$246.72
Receipt	51444	936	0	0	805	0	0	701 3/7/2016	Conc Broken Bow/Allen	\$652.83	\$652.83
Receipt	51444	936	0	0	805	0	0	701 3/7/2016	Conc Broken Bow/Allen	\$199.00	\$199.00

29,625.25

McAlester Sunbelt
2016
Expenses

2017 Sunbelt Expenses

(Estimate)



Banquet

- City of McAlester - \$315.00
- US Food - \$400.00
- Wal-Mart - \$600.00
- Decorations - \$200.00
- PFG - \$350.00

Concession

- Sooner Coca Cola - \$700.00
- Performance Food Groups - \$650.00
- Lovera's - \$250.00
- Wal-Mart - \$620.00
- Hyland Dairy - \$100.00
- Indian Nation Wholesale - \$1500.00

Hotel

- AmericInn - \$9,000.00

T-Shirts

- CSP - \$5,000.00

Umpires

- 14 Umpires = \$7770.00
 1. 45 Games @ \$70.00 X2 (\$140.00) = \$6300.00
 2. 5 Games @ \$70.00 X3 (\$210.00) = \$1050.00
 3. 1 Assigning Fee = \$350.00

McAlester Public Schools Transportation

- Bus - \$3,800.00

Total Estimated Expenses - \$31255.00

ACTIVITY FUNDS

ACTIVITY FUNDS



McALESTER PUBLIC SCHOOLS
PO Box 1027 McAlester, OK 74502

Date of Requisition 5/16/16

ACTIVITY FUNDS REQUISITION & PURCHASE/TRAVEL AUTHORIZATION:

VENDOR AmericInn
ADDRESS _____
CITY, ST, ZIP _____
PHONE _____
FAX _____

SHIP TO _____

SCHOOL _____

ADDRESS _____

McAlester, OK 74501

918-423-4771

RECEIVED ON

JUN 20 2017

IN CITY CLERK'S OFFICE

SCHOOL YEAR	FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS	SITE
2015-2016	61	936	2199	1.82	805	3330	000	705

QUANTITY	DESCRIPTION (OF GOODS AND SERVICES)	UNIT PRICE	TOTAL PRICE
301	Rooms for Coaches and Officials	\$9,000.00	\$9,000.00
	Sunbelt <u>30rms for 7 nights</u>	\$0.00	
		\$0.00	
	Junior Sunbelt June 9-15, 2016		
TOTAL			\$9,000.00

9,240.00

TRAVEL INFORMATION

Purpose of travel _____

Conference location _____

Travel Dates _____

Check in: _____ Check out: _____

Estimated registration fees	
Estimated hotel costs	
Estimated mileage if school vehicle not available	
Other expenses (such as meals, tolls, etc)	
Total estimated travel costs:	\$

Dug Out Concession

Name of Activity Account

Signed

Sponsor of Activity Fund Account

Authorization--Central Office

Signature of Principal

Purchase Order No.

REQUIRED BEFORE PURCHASE

IMPORTANT INSTRUCTIONS

1. Complete requisition before purchasing goods/services or making travel arrangements
2. Sign and present to Principal for approval and signature
3. Route to Central Office for approval and assignment of Purchase Order number
4. Upon receipt of copy, order goods/services or make travel arrangements
5. Return copy of requisition with signed receipts and/or packing slips to Activity Funds Custodian after verifying receipt of goods
6. All travel documentation must be submitted to Central Office within seven (7) days of return for full reimbursement

PAID

JUN 22 2017

Check #

1284



Welcome to the end of the day.



AMERICINN LODGE AND SUITES MCALESTER OK

McAlester Public Schools
Attn: Carolyn
P.O. Box 1027
McAlester OK 74501
United States

Date : 06-17-16

A/R Account Number : MPC111

Amount Paid : \$ _____

Page Number : 3

DATE	INV. NO.	FOLIO NO.	DESCRIPTION	DEBIT	CREDIT	BALANCE
06-15-16	11112	90950	Jr Sunbelt Classic 2016,	330.00		330.00
06-15-16	11113	90951	Jr Sunbelt Classic 2016,	330.00		330.00
06-15-16	11114	90952	Jr Sunbelt Classic 2016,	330.00		330.00
06-15-16	11115	90953	Jr Sunbelt Classic 2016,	330.00		330.00
06-15-16	11116	90954	Jr Sunbelt Classic 2016,	330.00		330.00
06-15-16	11117	90955	Jr Sunbelt Classic 2016,	330.00		330.00
06-15-16	11118	90957	Jr Sunbelt Classic 2016,	330.00		330.00
06-16-16	11119	90962	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11120	90963	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11121	90964	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11122	90965	Jr Sunbelt Classic 2016,	385.00		385.00
Page Total						3,850.00
Balance Due						<u>9,240.00</u>

Homer



AMERICINN.COM | 800.634.3444

609 S George Nigh Expressway /
McAlester, OK 74502
Phone: 818 426 1300 Fax: 818 426 1330



Welcome to the end of the day.

AMERICINN LODGE AND SUITES MCALESTER OK

McAlester Public Schools
Attn: Carolyn
P.O. Box 1027
McAlester OK 74501
United States

Date : 06-17-16

A/R Account Number : MPC111

Amount Paid : \$ _____

Page Number : 3

DATE	INV. NO.	FOLIO NO.	DESCRIPTION	DEBIT	CREDIT	BALANCE
06-16-16	11123	90966	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11124	90967	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11126	90970	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11127	90971	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11128	90972	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11129	90973	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11130	90974	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11131	90975	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11132	90976	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11133	90977	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11134	90978	Jr Sunbelt Classic 2016,	385.00		385.00
Page Total						4,235.00
Balance Due						<u>9,240.00</u>





AMERICINN LODGE AND SUITES MCALESTER OK

McAlester Public Schools
Attn: Carolyn
P.O. Box 1027
McAlester OK 74501
United States

Date : 06-17-16

A/R Account Number : MPC111

Amount Paid : \$ _____

Page Number : 3

DATE	INV. NO.	FOLIO NO.	DESCRIPTION	DEBIT	CREDIT	BALANCE
06-16-16	11135	90979	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11136	90989	Jr Sunbelt Classic 2016,	385.00		385.00
06-16-16	11137	90990	Jr Sunbelt Classic 2016,	385.00		385.00
Page Total						1,155.00
Balance Due						<u>9,240.00</u>

Aging Summary :

Up to 30	31 - 60	61 - 90	91 - 120	121 - 150	151 and Over
9,240.00	0.00	0.00	0.00	0.00	0.00





McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 319
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-15-16
FOLIO NO. 90950
CONF NO. 1724636
PAGE NO. 1 of 1
CASH NO. 48

06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-16-16	State Tax	-4.95	
06-16-16	Lodging Tax	-3.30	
Total		330.00	0.00
Balance			330.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 320
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-15-16
FOLIO NO. 90951
CONF NO. 1724630
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-16-16	State Tax	-4.95	
06-16-16	Lodging Tax	-3.30	
Total		330.00	0.00
Balance			330.00

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 305
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-15-16
FOLIO NO. 90952
CONF NO. 1724631
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-16-16	State Tax	-4.95	
06-16-16	Lodging Tax	-3.30	
Total		330.00	0.00
Balance			330.00

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 318
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-15-16
FOLIO NO. 90953
CONF NO. 1724637
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-16-16	State Tax	-4.95	
06-16-16	Lodging Tax	-3.30	
Total		330.00	0.00
Balance			330.00

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr, Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 222
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-15-16
FOLIO NO. 90954
CONF NO. 1724621
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-16-16	State Tax	-4.95	
06-16-16	Lodging Tax	-3.30	
Total		330.00	0.00
Balance			330.00

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P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 219
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-15-16
FOLIO NO. 90955
CONF NO. 1724623
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-16-16	State Tax	-4.95	
06-16-16	Lodging Tax	-3.30	
Total		330.00	0.00
Balance			330.00

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 111
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-15-16
FOLIO NO. 90957
CONF NO. 1724618
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-16-16	State Tax	-4.95	
06-16-16	Lodging Tax	-3.30	
Total		330.00	0.00
Balance			330.00

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P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 107
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90962
CONF NO. 1724620
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 114
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90963
CONF NO. 1724632
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 115
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90964
CONF NO. 1724628
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 116
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90965
CONF NO. 1724633
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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Welcome to the end of the day.

McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 118
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90966
CONF NO. 1724629
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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Welcome to the end of the day-

McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 205
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90967
CONF NO. 1724639
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 208
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90970
CONF NO. 1724644
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 209
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90971
CONF NO. 1724645
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

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Welcome to the end of the day~

McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 212
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90972
CONF NO. 1724619
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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Welcome to the end of the day.

McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 214
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90973
CONF NO. 1724641
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

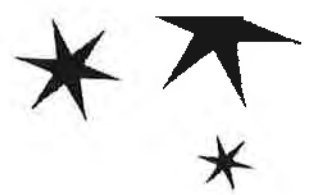
ROOM NUMBER: 215
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90974
CONF NO. 1724642
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 216
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90975
CONF NO. 1724622
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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Welcome to the end of the day.

McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 218
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90976
CONF NO. 1724626
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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Welcome to the end of the day.

McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 220
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90977
CONF NO. 1724627
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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Welcome to the end of the day:-

McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

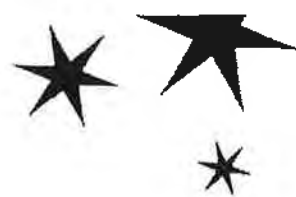
ROOM NUMBER: 315
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90978
CONF NO. 1724624
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 316
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90979
CONF NO. 1724625
PAGE NO. 1 of 1
CASH NO. 48

06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 306
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90989
CONF NO. 1724635
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature

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McAlester Public Schools
P.O. Box 1027
McAlester OK 74501

GUEST NAME: Jr Sunbelt Classic 2016,
COMPANY: McAlester Public Schools
A/R NUMBER: MPC111
GROUP CODE: Jr. Sunbelt Classic Tournament 2016
MEMBERSHIP:
MEMBERSHIP NO.

ROOM NUMBER: 307
ARRIVAL DATE: 06-09-16
DEPARTURE DATE: 06-16-16
FOLIO NO. 90990
CONF NO. 1724634
PAGE NO. 1 of 1
CASH NO. 48
06-17-16

DATE	DESCRIPTION	CHARGES	CREDITS
06-09-16	Room - Transient	55.00	
06-09-16	State Tax	4.95	
06-09-16	Lodging Tax	3.30	
06-10-16	Room - Transient	55.00	
06-11-16	Room - Transient	55.00	
06-12-16	Room - Transient	55.00	
06-13-16	Room - Transient	55.00	
06-14-16	Room - Transient	55.00	
06-15-16	Room - Transient	55.00	
06-17-16	State Tax	-4.95	
06-17-16	Lodging Tax	-3.30	
Total		385.00	0.00
Balance			385.00

Guest Signature _____

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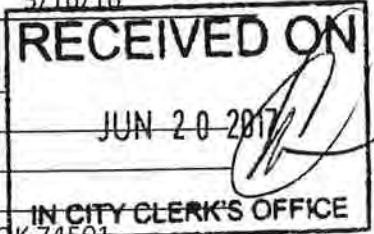
ACTIVITY FUNDS

ACTIVITY FUNDS



McALESTER PUBLIC SCHOOLS
PO Box 1027 McAlester, OK 74502

Date of Requisition 5/16/16



ACTIVITY FUNDS REQUISITION & PURCHASE/TRAVEL AUTHORIZATION

VENDOR Officials
ADDRESS _____
CITY, ST, ZIP _____
PHONE _____
FAX _____

SHIP TO _____
SCHOOL _____
ADDRESS _____
McAlester, OK 74501
918-423-4771

SCHOOL YEAR	FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS	SITE
2015-2016	61	936	1000	343	805	3330	000	705

QUANTITY	DESCRIPTION (OF GOODS AND SERVICES)	UNIT PRICE	TOTAL PRICE
	Sunbelt Officials		\$7,800.00
	<i>June 9-15, 2016</i>		
	<i>15 Officials (15)</i>		
TOTAL			\$7,800.00

TRAVEL INFORMATION

Purpose of travel _____
Travel Dates _____

Conference location *Ch #1285*
Check in: _____ Check out: *1296*

Estimated registration fees	
Estimated hotel costs	
Estimated mileage if school vehicle not available	
Other expenses (such as meals, tolls, etc)	
Total estimated travel costs:	\$

Dug Out Concession

Name of Activity Account

Monte Madewell
Authorization-Central Office

Signed _____
Sponsor of Activity Fund Account

Signature of Principal

Purchase Order No. *1711-1725*
REQUIRED BEFORE PURCHASE

IMPORTANT INSTRUCTIONS

1. Complete requisition before purchasing goods/services or making travel arrangements
2. Sign and present to Principal for approval and signature
3. Route to Central Office for approval and assignment of Purchase Order number
4. Upon receipt of copy, order goods/services or make travel arrangements
5. Return copy of requisition with signed receipts and/or packing slips to Activity Funds Custodian after verifying receipt of goods
6. All travel documentation must be submitted to Central Office within seven (7) days of return for full reimbursement

1724 - Cancelled
1725 - Cancelled

1711
1712
1713
1714

1715
1716
1717
1718
1719
1720
1721
1722
1723

Holiman, Angela

From: Martin, Mary
Sent: Thursday, May 19, 2016 3:39 PM
To: Holiman, Angela
Subject: FW: sunbelt

Angie,
Here is the list from Jim Perry.
Mary

From: Jim Perry [<mailto:editor@cushingcitizen.com>]
Sent: Thursday, May 19, 2016 9:49 AM
To: Martin, Mary <MMMartin@mcalester.k12.ok.us>
Subject: sunbelt

here's what i have SO FAR (you know umpires; changes sure to happen)

Jim Perry, 10 games (man who makes schedule)

Colby Barnett, 8

Barry Crow, 16

Mike Sexto, 6

Terry Kimmell Jr., 12

Thomas Hilburn, 8

Lewis Wantland, 9

Mat Wilson, 6 (one "T"???)

Zane Copper, 5

Jered Jones, 8

Burl Butler, 5

Kurt Grider, 5

Brad Davenport, 4

102 games total

\$70 per

\$300 for my fees

thanks!

shalom

Jim Perry

Managing Editor

Cushing Citizen

202 N. Harrison Ave.

Cushing, OK 74023

Phone 918.285.5555

Cell 405.612.9860

2015 Pay Voucher for Baseball Officials

	Event	Sunbow	vs.	
Date of Game		Visiting Team		Home Team
Colby Barnett			440 - 98-4949	918 470-6607
Name of Official		OSSAA ID	Social Security Number	Phone
3626 SUMMIT ROAD		McLuskey	OK	74501
Home Address		City	ST	Zip Code

Game Count by Position		Game Fees	
		(Multiply count times applicable fee by position.)	
Varsity	8	Varsity Total	\$560.00
JV		Sub Varsity Total	
JH		Jr. High Total	
1 UMPIRE			

	(enter 0 if not the driver)	
		Total Mileage Fee
Mileage will be paid at the discretion of the school.		Grand Total
Colby Barnett	Marty Mackin	
Umpire Signature	Athletic Dept	

Check #

PAID JUN 2 2015

PAID

PAID JUN 2 2015

Check # 1269

2015 Pay Voucher for Baseball Officials

6-10-16 to 6-15-16

Event

Jr Sunbelt Sox

vs.

Date of Game

Visiting Team

Home Team

James A Perry

Name of Official

239

OSSAA ID

445-56-0498

Social Security Number

405-612-7860

Phone

1605 Fairway Drive Perkins OK 74059

Home Address

Perkins

City

OK

ST

74059

Zip Code

Game Count by Position

Varsity

865 70

11

JV

5 Innings / \$45

7 Innings / \$50

JH

5 Innings / \$50

1 UMPIRE

Game Fees

(Multiply count times applicable fee by position.)

Varsity Total

770⁰⁰

Sub Varsity Total

Jr. High Total

(enter 0 if not the driver)

Anthony Fae

Total Mileage Fee

300⁰⁰

Grand Total

\$1070⁰⁰

Mileage will be paid at the discretion of the school.

Umpire Signature

Athletic Dept

PAID

JUN 22 2016

Check # 1285

PO 1711

2015 Pay Vocher for Baseball Officials

<u>6/10/16</u>	Event		vs.	
Date of Game		Visiting Team		Home Team
<u>Terry Kimmel Jr</u>		<u>23990</u>	<u>445-84-4963</u>	<u>918-698-0194</u>
Name of Official		OSSAA ID	Social Security Number	Phone
<u>PO BOX 1551</u>		<u>Broken Arrow</u>	<u>OK</u>	<u>74013</u>
Home Address		City	ST	Zip Code

Game Count by Position		Game Fees (Multiply count times applicable fee by position.)	
Varsity	<u>\$65</u> <u>10</u>		
	<u>14</u>	Varsity Total	<u>980.00</u>
JV	5 Innings / \$45		
	7 Innings / \$50	Sub Varsity Total	
JH	5 Innings / \$50		
1 UMPIRE		Jr. High Total	

	(enter 0 if not the driver)	
		Total Mileage Fee
		Grand Total
Mileage will be paid at the discretion of the school.		
<u>[Signature]</u>		<u>[Signature]</u>
Umpire Signature		Athletic Dept

PAID
JUN 22 2016
Check # 1286

PO 1713

2015 Pay Voucher for Baseball Officials

	Event		vs.	
Date of Game		Visiting Team		Home Team
Name of Official	OSSAA ID	Social Security Number		Phone
Home Address		City	ST	Zip Code

Game Count by Position

Game Fees (Multiply count times applicable fee by position.)

Varsity	\$65	
JV	5 Innings / \$45	
	7 Innings / \$50	
JH	5 Innings / \$50	
1 UMPIRE		

Varsity Total	
Sub Varsity Total	
Jr. High Total	

(enter 0 if not the driver)

Total Mileage Fee

Grand Total

Mileage will be paid at the discretion of the school.

Umpire Signature

Athletic Dept

PAID

JUL 22 2015

Check # 1287

PO 1714

2015 Pay Voucher for Baseball Officials

6-10/6-15	Event		vs.	
Date of Game		Visiting Team		Home Team
Barry Crow		20443		447-72-0422
Name of Official		OSSAA ID		Social Security Number
15301 W 16th		39		918-287-9516
Home Address		City		Phone
SAND SPRINGS		OK		74063
		ST		Zip Code

Game Count by Position

Varsity	\$65	15
JV	5 Innings / \$45	
	7 Innings / \$50	
JH	5 Innings / \$50	
1 UMPIRE		

Game Fees (Multiply count times applicable fee by position.)

Varsity Total	1056<sup>00</sup>
Sub Varsity Total	
Jr. High Total	

(enter 0 if not the driver)

Total Mileage Fee

Grand Total

Mileage will be paid at the discretion of the school.

Umpire Signature

Athletic Dept

PAID

JUN 22 2015

Check # 1288

PO 1715

2015 Pay Vocher for Baseball Officials

	Event		vs.	
Date of Game		Visiting Team		Home Team
Name of Official		OSSAA ID		Phone
Home Address		City	ST	Zip Code

Game Count by Position		Game Fees (Multiply count times applicable fee by position.)	
Varsity		Varsity Total	
JV		Sub Varsity Total	
JH		Jr. High Total	
1 UMPIRE			

	(enter 0 if not the driver)	Total Mileage Fee	
		Grand Total	
Mileage will be paid at the discretion of the school.			
		Athletic Dept	
Umpire Signature			

PAID
JUN 22 2015
Check # 1289

PO 1714

2015 Pay Vocher for Baseball Officials

	Event		vs.	
Date of Game		Visiting Team		Home Team
Name of Official		OSSAA ID		Phone
Home Address		City	ST	Zip Code

Game Count by Position		Game Fees (Multiply count times applicable fee by position.)	
Varsity		Varsity Total	
JV		Sub Varsity Total	
JH		Jr. High Total	
1 UMPIRE			

	(enter 0 if not the driver)	Total Mileage Fee	
		Grand Total	
Umpire Signature		Athletic Dept	

PAID
JUN 22 2015
Check # 1290
PO 1717

2015 Pay Vocher for Baseball Officials

	Event		vs.	
Date of Game		Visiting Team		Home Team
MAT WILSON		444-80-3391	918-607-1529	
Name of Official	OSSAA ID	Social Security Number	Phone	
4933 E Cedar Ridge Rd	CLAREMORE	OK	74019	
Home Address	City	ST	Zip Code	

Game Count by Position		Game Fees
(Multiply count times applicable fee by position.)	
Varsity	10 6	Varsity Total	480w
JV	5 Innings / \$45 7 Innings / \$50 	Sub Varsity Total	
JH	5 Innings / \$50 	Jr. High Total	
1 UMPIRE			

	(enter 0 if not the driver)	
		Total Mileage Fee
Mileage will be paid at the discretion of the school.		Grand Total
Signature		540
480w
Umpire Signature		MOM
		Athletic Dept

PAID
JUN 12 2015
Check # 1291

PO1718

2015 Pay Vocher for Baseball Officials

	Event		vs.	
Date of Game		Visiting Team		Home Team
Thomas Hilburn			442-86-9494	918-639-7748
Name of Official		OSSAA ID	Social Security Number	Phone
1301 Cherokee Avenue		Hartsheime	OK	24547
Home Address		City	ST	Zip Code

Game Count by Position		Game Fees (Multiply count times applicable fee by position.)	
Varsity	6	Varsity Total	420.00
JV	5 Innings / \$45 7 Innings / \$50	Sub Varsity Total	
JH	5 Innings / \$50	Jr. High Total	
1 UMPIRE			

	(enter 0 if not the driver)	Total Mileage Fee	
		Grand Total	540.40
Mileage will be paid at the discretion of the school.			
ZC Hilburn	JSM	Athletic Dept	
Umpire Signature			

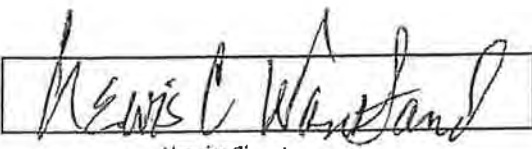
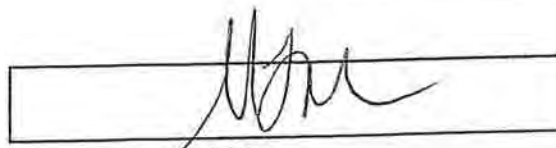
PAID
 3/12/15
 Check # 1292

PO 1719

2015 Pay Voucher for Baseball Officials

OKLA. SUNBELT	Event		vs.		Home Team
Date of Game		Visiting Team			
LEWIS WATLAND		7818		444-56-0128	918-638-3888
Name of Official	WATLAND	OSSAA ID		Social Security Number	Phone
9705 CANYON RD				CLARENORE	OK
Home Address				City	ST
					Zip Code

Game Count by Position		Game Fees (Multiply count times applicable fee by position.)	
Varsity	\$65	Varsity Total	630.00
JV	5 Innings / \$45	Sub Varsity Total	
	7 Innings / \$50		
JH	5 Innings / \$50	Jr. High Total	
1 UMPIRE			

		Total Mileage Fee	
(enter 0 if not the driver)		Grand Total	630
Mileage will be paid at the discretion of the school.			
 Umpire Signature		 Athletic Dept	

PAID

JUN 22 2015

Check #

1293

PO 1720

2015 Pay Vocher for Baseball Officials

<u>June 10 2015</u>	Event	<u>SUBSET</u>	vs.	
Date of Game		Visiting Team		Home Team
<u>MIKE SEXTON</u>		<u>20955</u>	<u>448-68-4705</u>	<u>918-855-7666</u>
Name of Official		OSSAA ID	Social Security Number	Phone
<u>9131 FREEDOM AVE</u>		<u>Spaulpa</u>	<u>OK</u>	<u>79066</u>
Home Address		City	ST	Zip Code

Game Count by Position

Game Fees (Multiply count times applicable fee by position.)

Varsity	<u>\$65</u>	<u>7</u>
JV	5 Innings / \$45	
	7 Innings / \$50	
JH	5 Innings / \$50	
1 UMPIRE		

Varsity Total	<u>490</u>
Sub Varsity Total	
Jr. High Total	

(enter 0 if not the driver)

Total Mileage Fee	

Grand Total	<u>490</u>

Mileage will be paid at the discretion of the school.

<u>MIKE SEXTON</u>
Umpire Signature

<u>[Signature]</u>
Athletic Dept.

PAID

JUN 22 2015

Check # 1294

PO 1721

2015 Pay Voucher for Baseball Officials

	Event		vs.	
Date of Game		Visiting Team		Home Team
Kurt Grider		19032		447-92-5257
Name of Official		OSSAA ID		Social Security Number
2511 E. 134TH CT. S.		Bixby		918-313-0617
Home Address		City		Phone
		OK		74008
		ST		Zip Code

Game Count by Position		Game Fees (Multiply count times applicable fee by position.)	
Varsity	140 5	Varsity Total	350.00
JV	5 Innings / \$45 7 Innings / \$50	Sub Varsity Total	
JH	5 Innings / \$50	Jr. High Total	
1 UMPIRE			

	(enter 0 if not the driver)	Total Mileage Fee	
		Grand Total	350
Mileage will be paid at the discretion of the school.			
Kurt Grider	Athletic Dept		
Umpire Signature	Athletic Dept		

PAID
JUL 22 2015
Check # 1295

P01722

2015 Pay Vocher for Baseball Officials

	Event		vs.	
Date of Game		Visiting Team		Home Team
Burl Butler		447 - 64 - 1451	405.3061577	
Name of Official	OSSAA ID	Social Security Number	Phone	
4205 Windchime Dr	OKC	OK	73120	
Home Address	City	ST	Zip Code	

Game Count by Position

Varsity	\$65	5
JV	5 Innings / \$45	
	7 Innings / \$50	
JH	5 Innings / \$50	
1 UMPIRE		

Game Fees (Multiply count times applicable fee by position.)

Varsity Total	350.00
Sub Varsity Total	
Jr. High Total	

(enter 0 if not the driver)

Total Mileage Fee

Grand Total

Mileage will be paid at the discretion of the school.

Umpire Signature

Athletic Dept

PAID
JUN 22 2015
Check # 1296

901723



McAlester City Council

AGENDA REPORT

Meeting Date:	June 27, 2017	Item Number:	Consent Agenda U
Department:	Economic Development	Account Code:	
Prepared By:	Kirk Ridenour	Budgeted Amount:	
Date Prepared:	June 21, 2017	Exhibits:	1

Subject

Consider and act upon, to approve and authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions, LLC for a twelve month term from July 1, 2017 through June 30, 2018.

Recommendation

Motion to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions, LLC for a twelve month term from July 1, 2017 through June 30, 2018.

Discussion

This Agreement is a renewal of last year's contract with Mr. Rickey Hayes. All terms and conditions, as well as cost, remain the same.

Approved By

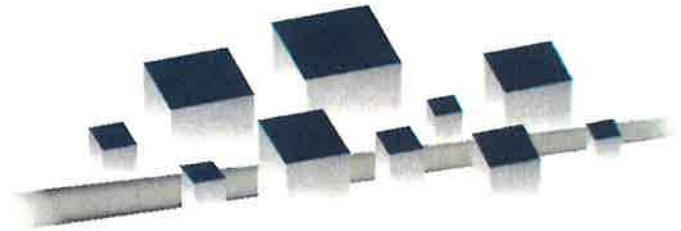
Initial

Date

Department Head

City Manager

P. Stasiak



RETAIL ATTRACTIONS, LLC
Economic Development Consulting

McAlester, Oklahoma Proposal

Submitted by:
Rickey Hayes, Principal
Retail Attractions, LLC
12150 E 96th St N, Suite 107
Owasso, Oklahoma 74055
Phone (918) 376-6707
www.retailattractions.com

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Section A: Company Information

Retail Attractions, LLC was founded by Owner / CEO Rickey Hayes in 2007 to provide a suite of services to cities and other governmental entities who desire to see new retail development and the increased revenue (both in sales taxes and in ad valorem taxes) that retail and other commercial development brings to the community. Communities and their citizens benefit when national retailers and restaurants, quality residential developments, and state of the art health care facilities choose to locate in their city. Our goal was and is to make the jobs of those responsible for bringing retail to cities easier. Developers and retailers benefit from choosing a location in a Retail Attractions client city because our efforts are geared at helping the local governments make the development process smooth and efficient. Potential sites are identified and pre-screened; and quality, up-to-date market data is made available and kept current.

Retail Attractions offices are located at 12150 East 96th Street North, Suite 107, in Owasso, Oklahoma 74055.

There is an updated company information booklet attached to this proposal that provides an overview of our company, a comprehensive list of city, county, and other governmental references as well as a list of references from all disciplines of retail development.

Section B: Team Members

RICKEY HAYES, PRINCIPAL



During his six years as Economic Development Director for the City of Owasso, Rickey Hayes facilitated new commercial construction totaling more than 10 million square feet with more than a half a billion dollars in total value, resulting in a city sales tax base more than triple what it had been. Since beginning Retail Attractions, Rickey has helped cities launch millions of square feet of additional retail space and reap the associated benefits in additional revenues, goods and services for their citizens. Rickey has developed an extensive personal network of relationships in the areas of government, retail, land development, real estate and site selection, leasing and tenanting, engineering, creative financing for development projects, as well as architecture and planning. Rickey holds a Bachelors Degree in Criminal Justice and a Masters Degree in Counseling from Great Plains Baptist College. Rickey is a member of International Council of Shopping Centers (ICSC). Rickey and his wife, Wendy, have four children, and four grandchildren.

ROBERT NICHOLS, INFORMATION TECHNOLOGY

Rob has a Bachelor of Science in Electrical Engineering from Oklahoma State University. He has been with Retail Attractions since inception and manages the website, data storage and access for Retail Attractions. Rob lives with his wife and two children in Skiatook, Oklahoma.

MICAH HAYES, RESEARCH / CITY DATA

Micah has been employed by Retail Attractions since inception and is responsible for the collection of data on our client cities. Micah and his wife reside in Austin, TX.

SARA STEPHENS, OFFICE MANAGER / DATA RESEARCH

CHARITY MUEHLENWEG, PUBLIC RELATIONS / MARKETING

TED TURNER, SALES TAX DATA & FORECASTING

RONALD CATES, GENERAL COUNSEL

LIZ PRUITT, REAL ESTATE AND GENERAL MARKETING

Section C: Narrative / Objectives

Retail Attractions, LLC desires a long term relationship with the City of McAlester, Oklahoma. Our job will be complete when the McAlester community goes from relatively unknown on the national retail radar to a market that is much in demand. Knowing that the process of retail development is painfully slow, we always caution our client cities to be patient and to work with us as our company begins to sow information of the McAlester market and the community's desire to welcome quality retail development to the city. It is my firm belief that if the McAlester community leaders will stay the course, in due time there will be multiple national development groups working on multiple sites in the city.

The foundational reality behind bringing retail and restaurants to a community is strong relationships. It is not data. It is not graphics or market maps. It is relationships with developers, site evaluators, corporate real estate executives, and brokers who are looking for sites and deals for both investors and the retailers and restaurants themselves. Our company is founded on those relationships, and we would certainly like to bring them to bear on the McAlester retail market.

Our goal is to continue interaction with local stakeholders, land owners, and owners of commercial real estate and to compliment the efforts of city administration and economic development staff. In addition to the development and strategic marketing of local development opportunities, actively continue identification of private sector retail and restaurant targets and aggressively pursue them for your community.

Section D. Parties

This Agreement is between the City Of McAlester, hereinafter called City, and Retail Attractions, LLC, hereinafter called Consultant for consulting services in an effort to attract retailers and restaurants, office, medical, hospitality / hotel, residential and multifamily development to the city, subject to the terms and conditions specified in this Agreement.

Section E: Term of Agreement

The term of this professional economic development consulting services Agreement is for a twelve (12) month period commencing on July 1, 2017 through June 30, 2018. This Agreement may be renewed for an additional twelve (12) month period upon the fees, terms and conditions agreed to in writing by both parties. However, City or Consultant may terminate this Agreement as described in Section H, Paragraph 1.

Section F: Scope of Work

Retail Attractions, LLC (Consultant) shall provide the following services:

1. Continue to research, identify, and validate McAlester, Oklahoma trade area market and retail, office, and residential growth potential. This information will be comprised of the latest market data available. Consultant will provide all data to designated City personnel.
2. Prepare all maps [trade area, drive time and distance, concentric rings, and thematic demographic data]; leakage and market potential reports.
3. Use Consultant's broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. We will work with City staff to develop incentive packages that are advantageous for both parties.
4. Consult with City staff and/or designated official(s) to identify targets that will meet the long term needs of the City of McAlester and response to the leakages identified. Our initial strategy is to target retail and restaurant entities that will draw consumers from the entire market into the McAlester trade area. Also targeted will be retailers and restaurants that fill leakage gaps.
5. Actively recruit targets identified and approved by the City of McAlester and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, and development / industry contacts continually throughout the term of this contract. Forward all industry news articles, press releases, and retail-specific press as well as articles, posts, and other related data related to city growth, marketing, and economic development to City staff and representatives.
6. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, when necessary, transport key personnel to McAlester for meetings with City staff which Consultant will be available to mediate.
7. Contact our extensive network of developers to create interest in the McAlester market, define development opportunities and coordinate when needed / attend meetings with city and developers.

Section F: Scope of Work- continued

8. Represent the City of McAlester at the May 2018 ICSC RECON in Las Vegas, NV and the November 2017 ICSC RECON show in Dallas, TX. Before ICSC events CONSULTANT will consult with City staff to research attendees and strategize contact efforts.
9. Provide monthly updates to designated contact.
10. Bid any specialized marketing materials, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids.

Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

Consulting Fees

Consultation fee, per month, payable monthly on the 1st of each month during the term of the agreement to Retail Attractions, LLC.	12	\$2,500.00	\$30,000.00
All travel (other than for scheduled meetings) will be paid by city. All travel expense shall be approved by city prior to payment.	tba	tba	tba

Section G: NOTICES

Reports and notices shall be made by Consultant to City's representative:

Kirk Ridenour

City of McAlester

P. O. Box 578

McAlester, OK 74501

Reports and notices shall be made by City to Consultant's representative:

Rickey Hayes

Retail Attractions, LLC

12150 East 96th Street, Suite 107

Owasso, OK 74055

Section H: MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause; however, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

City shall pay Consultant for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of City. Consultant shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by Consultant pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by City or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. City shall hold harmless Consultant and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns. City and Consultant each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such

independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. Consultant is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa County.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, Consultant's employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings, and specifications or other documents prepared by the Consultant, Consultant's employees, subcontractors, agents and consultants.
8. Compliance with Applicable Law. Consultant, Consultant's consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the City of McAlester, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. Consultant shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.
9. Certificates of Insurance. Consultant shall furnish City certificates of insurance for General Liability; Professional Liability; Automobile Liability and Worker's Compensation Insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of June 2017.

City:

Consultant:

CITY OF MCALESTER, OK

RETAIL ATTRACTIONS, LLC

By: _____

Mayor, John Browne

By: _____

Rickey Hayes, CEO

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM:

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 27, 2017</u>	Item Number:	<u>1</u>
Department:	<u>City Manager</u>		
	<u>Cora Middleton, City Clerk</u>		
Prepared By:	<u>Millie Vance, Grant Writer</u>	Account Code:	<u></u>
Date Prepared:	<u>June 13, 2017</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Consider and act upon, adopting Citizen's Participation Plan for FY-2017 CDBG Project.

Recommendation

Motion to approve Citizen's Participation Plan for FY-2017 CDBG Project.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial
CMM

Malinda Aem

Date
06/13/17

6/22/17

Community Development Block Grant 2017 Small Cities CDBG

CITY OF McALESTER CITIZEN PARTICIPATION PLAN

The **City of McAlester** intends to implement a citizen participation program for its 2017 application process to accomplish the following objectives:

Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where CDBG funds are proposed to be used.

This will be accomplished by:

1. Providing frequent and timely public notice of CDBG program activities in the local newspaper or by posting at the City Hall.
2. Adopting a comprehensive CDBG Statement of Needs.
3. Conducting a Public Hearing to inform citizens of the proposed 2017 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Board meeting.

Ensure that citizens will be given reasonable and timely access to local meetings, information and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
2. The range of activities that may be undertaken with those funds.
3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.
4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the Community in accordance with Section 104(d)(1) and (2) of the Act.
5. The basis on which the **City of McAlester** may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the **City of McAlester** and does not necessarily include providing funding to such groups.

6. This requirement will be accomplished by discussing the CDBG proposal during regular Board meetings and in one public hearing prior to the submittal of the **City of McAlester's** 2017 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2017 CDBG process will be maintained in the City Hall of the **City of McAlester** by the Clerk and will be available upon request for review by the public. A brief summary of the proposed 2017 CDBG project will be available for public review after the Council has made its final selection.

Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other at the end of the grant period if the **City of McAlester** receives funding that discusses the **City of McAlester's** accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped.

This requirement will be met through scheduling a Public Hearing to discuss the **City of McAlester** 2017 CDBG proposal. At this hearing the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the local newspaper or by posting at 3 public places including the City Hall. The hearing will be held in the early evening so that citizens who work may attend. A second hearing will be held at the end of the grant period if the **City of McAlester** is funded in 2017 CDBG process.

Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate.

The **City of McAlester** does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the **City of McAlester's** funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the **City of McAlester's** 2017 CDBG application process is believed by the Community to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

Provide the place, telephone number and times when citizens are able to submit written complaints or grievances and the process the Community will use to provide a timely, written response to such complaints or grievances.

Citizens with comments or grievances on the 2017 CDBG process may submit them in writing or in person at the City Hall office of City Manager during regular business hours or may call **(918) 423-9300**. The City will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the **City of McAlester** City Council accepts the responsibility for implementing its provisions. The City Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2017 CDBG program.

Adopted this **27th** day of **June, 2017**, by the **City Council of the City of McAlester**.

John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

(City Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017
Department: City Manager
Cora Middleton, City Clerk
Prepared By: Millie Vance, Grant Writer
Date Prepared: June 13, 2017

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, adopting a Resolution to apply for FY-2017 CDBG Grant.

Recommendation

Motion to adopt a Resolution to apply for FY-2017 CDBG Grant.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial
CMM

Malinda Acm

Date
06/13/17

6/22/17

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2017 SMALL CITIES PROGRAM**

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of McAlester (Unit of Government) is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the (Governing Body) City Council that the City of McAlester (Government Subdivision) desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City Council (Governing Body) that the City of McAlester (Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of McAlester (Government Subdivision) is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 27th day of June, 2017, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

John Browne, Mayor

6/27/2017

(Type) Name and Title of Chief Elected Official

Date

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me _____, 20____ My commission

expires _____, 20____.

Commission No. _____

Clerk Signature



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: 3
Department: City Manager
Cora Middleton, City Clerk
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: June 13, 2017 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, adopting a Resolution on Leveraged/Matching funds for FY-2017 CDBG Waterline Replacement Project.

Recommendation

Motion to adopt a Resolution on Leveraged/Matching funds for FY-2017 CDBG Waterline Replacement Project.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial
CMM

Mal Ruddy AEM

Date
06/13/17grant

6/13/17

Resolution # _____

RESOLUTION ON LEVERAGED FUNDS

Whereas, the **City of McAlester** is applying for CDBG funds from the Oklahoma Department of Commerce (ODOC); and

Whereas, the **City of McAlester** hereby commits leveraged funds in the FY-2017 grant application to ODOC for the 2017 Waterline Replacements Project;

Now therefore, the **City of McAlester** does designate the following source of leveraged funds:

<u>SOURCE</u>	<u>AMOUNT</u>
Cash - City of McAlester (For engineering, inspection, admin. & construction costs.)	\$91,936.00
TOTAL	\$91,936.00

This resolution adopted on this 27th day of June, 2017,
by the City Council of the **City of McAlester**.

John Browne, Mayor

Typed Name and Title

Signature of Mayor

Attest: Cora Middleton, Clerk

(Seal)

 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers		Opinion of Probable Construction Cost			
		City of McAlester			
		June 2, 2017			
		Page 1 of 1	Project # MC-17-08		
2016 CDBG Water Projects					
Project 1: Water Line Replacement: 14th Street, Keller Ave to Fleming Ave and Looped over to 13th Street					
Item	Description	Unit	Qty	Unit Price	Total Price
1	8-Inch PVC C900 Water Main	Linear Feet	1,000	\$ 25.00	\$ 25,000.00
2	6-Inch PVC C900 Water Main, Restrained Joint Installed by Boring (13th and 14th Street)	Linear Feet	100	\$ 50.00	\$ 5,000.00
3	6-inch Gate Valve	Each	2	\$ 1,000.00	\$ 2,000.00
4	24x6 Tapping Tee	Each	1	\$ 6,000.00	\$ 6,000.00
5	Connect to Existing 6-Inch Water Main	Each	1	\$ 2,500.00	\$ 2,500.00
6	Fire Hydrant Assembly	Each	3	\$ 2,500.00	\$ 7,500.00
Project 1 Construction Subtotal					\$ 48,000.00
Project 2: Water Line Replacement: Park Ave, 4th to 7th					
Item	Description	Unit	Qty	Unit Price	Total Price
1	8-Inch PVC C900 Water Main	Linear Feet	30	\$ 28.00	\$ 840.00
2	6-Inch PVC C900 Water Main	Linear Feet	1,350	\$ 25.00	\$ 33,750.00
3	6-Inch PVC C900 Water Main, Restrained Joint Installed by Boring (5th and 7th Street)	Linear Feet	100	\$ 50.00	\$ 5,000.00
4	8-inch Gate Valve	Each	1	\$ 1,250.00	\$ 1,250.00
5	6-inch Gate Valve	Each	4	\$ 1,000.00	\$ 4,000.00
6	24x8 Tapping Tee	Each	1	\$ 6,177.00	\$ 6,177.00
6	Connect to Existing 8-inch Water Main	Each	1	\$ 3,000.00	\$ 3,000.00
7	Connect to Existing 6-Inch Water Main	Each	3	\$ 2,500.00	\$ 7,500.00
8	Fire Hydrant Assembly	Each	3	\$ 2,500.00	\$ 7,500.00
Project 2 Construction Subtotal					\$ 69,017.00
Project 3: Water Line Replacement: 5th Street, Krebs Ave to Short Ave and Looped over to 4th Street					
Item	Description	Unit	Qty	Unit Price	Total Price
1	6-Inch PVC C900 Water Main	Linear Feet	600	\$ 25.00	\$ 15,000.00
2	6-Inch PVC C900 Water Main, Restrained Joint Installed by Boring (13th and 14th Street)	Linear Feet	100	\$ 50.00	\$ 5,000.00
3	6-Inch Gate Valve	Each	2	\$ 1,000.00	\$ 2,000.00
4	6x6 Tapping Tee	Each	2	\$ 3,500.00	\$ 7,000.00
5	Fire Hydrant Assembly	Each	2	\$ 2,500.00	\$ 5,000.00
Project 3 Construction Subtotal					\$ 34,000.00
Construction Total					\$ 151,017.00
Engineering Fee (Fee Curve)					\$ 17,500.00
Resident Project Representative Fee (Fee Curve)					\$ 7,000.00
ODEQ Construction Permit Fee					\$ 1,000.00
CDBG Administration Fee					\$ 7,355.00
Total Project Cost					\$ 183,872.00
					
The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will be the same as these estimated costs.					



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017
Department: City Manager
Cora Middleton, City Clerk
Prepared By: Millie Vance, Grant Writer
Date Prepared: June 13, 2017

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

Subject

Consider and act upon, adopting a Residential Anti-Displacement Plan for FY-2017 CDBG Waterline Replacement Project.

Recommendation

Motion to adopt a Residential Anti-Displacement Plan for FY-2017 CDBG Waterline Replacement Project.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial
CMM

Millie Vance

Date
06/13/17grant

6/22/17

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The **City of McAlester** will undertake community economic development activities (Waterline Replacement Project) funded through the Oklahoma Department of Commerce CDBG Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the **City of McAlester** in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the **City of McAlester** will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
2. A time schedule for commencement and completion of the demolition or conversion;
3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with the housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the **City of McAlester** will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

City of McAlester

By: _____
John Browne, Mayor

ATTEST

Date: _____

Cora Middleton, City Clerk

(City Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017
Department: City Manager
Cora Middleton, City Clerk
Prepared By: Millie Vance, Grant Writer
Date Prepared: June 13, 2017

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

Subject

Consider and act upon, approval and authorizing the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2017 CDBG grant application and administer project.

Recommendation

Motion to approve and authorize the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2017 CDBG grant application and administer project.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial
CMM

Malinda AEM

Date
06/13/17

6/22/17

CONTRACT FOR ADMINISTRATIVE SERVICES

The **City of McAlester** hereafter referred to as **City**, and **Millie Vance Incorporated** hereafter referred to as **Contractor**, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the 27th day of August 2017, and shall be in effect through the 27th day of August, 2018. The contract period may be extended by mutual agreement of both parties.

This contract will be null and void if no grant funds are received.

I. SCOPE OF SERVICES

The **Contractor** agrees to perform administrative consulting services as specified in **Administrative Responsibilities, Attachment 2 of CDBG Requirement 402**, (hereby attached to this contract), of the CDBG Implementation Manual for the purpose of carrying out the Community Development Block Grant (CDBG) project:

Project: CDBG 17 **Project Name:** CDBG Waterline Replacements Project

II. COMPENSATION AND METHOD OF PAYMENT

If the project is funded, the **City** agrees to pay the **Contractor**, as compensation for administrative consulting services, a total sum not to exceed **\$7,355**

III. GENERAL TERMS AND CONDITIONS

A. **Subcontract Notification Provision:** None of the work and services covered by this contract may be subcontracted without the written consent of the **City**. In no event will any subcontract incur any obligation on the part of the **City**.

B. **Modification:** This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.

C. **Interpretation, Remedies:**

1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree, in writing, to utilize an outside mediator to assist the parties to come to an agreement.
2. Neither forbearance nor payment by the **City** shall be construed to constitute waiver of any remedies for any default or breach by the **Contractor** that exists then or occurs later.

D. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

E. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Contractor**. **Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for **Contractor**, **Contractor** will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees for all the hereinbefore described expenses, claims, actions or amounts recovered.

F. PERSONNEL

1. The **Contractor** represents that she has or will secure, at her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the **City**.
2. The **Contractor** has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the **Contractor** or under her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

G. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the **Contractor** shall fail to fulfill in a timely and proper manner her obligations under this contract or if the **Contractor** shall violate any of the covenants, agreements or stipulations of this contract, the **City** shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the contract by the **Contractor** and the **City** may withhold any payments to the **Contractor** until such time as the exact amount of damages due the **City** from the **Contractor** is determined.

H. TERMINATION FOR CONVENIENCE OF THE CITY

The **City** may terminate this contract at any time by giving at least 30 days notice in writing to the **Contractor**. If the contract is terminated by the **City** as provided herein, the **Contractor** will be paid for the time provided and all allowable expenses incurred up to the termination date.

I. CONFLICT OF INTEREST

No member of the governing body of the **City** or any other officer, employee or agent of the **City** who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the **Contractor** shall take appropriate steps to assure compliance.

J. INTEREST OF CONTRACTOR AND EMPLOYEES

The **Contractor** covenants that she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The **Contractor** further covenants that in the performance of this agreement, no person having any such interest shall be employed.

K. REPORTS AND INFORMATION

1. The **Contractor**, at such times and in such forms as the **City** may require, shall furnish the **City** with such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
2. The **Contractor** shall furnish the **City** with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the **City** or Federal and State grantor agencies.

L. COMPLIANCE WITH LOCAL LAWS

The **Contractor** shall comply with all applicable laws, ordinances and codes of the State and local governments and the **Contractor** shall save the **City** harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

M. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the **Contractor**.

N. RECORDS AND AUDITS

The **Contractor** shall assist the **City** in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. The **Contractor** shall also retain **Contractor's** own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by the **City** or until all audit findings have been resolved, whichever is later. **Contractor** shall permit authorized representatives of the Oklahoma Dept. of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

0. ANTI-KICKBACK REGULATIONS

The **Contractor** shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

P. EQUAL EMPLOYMENT OPPORTUNITY

The **Contractor** shall comply with the following equal opportunity requirements as part of CDBG assurances:

- 1. Civil Rights Act of 1964, Title VI:** **Contractor** shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance.
- 2. Housing and Community Development Act of 1974, Section 109:** **Contractor** shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded under the Act.
- 3. Housing and Urban Development Act of 1968, Section 3:** **Contractor** shall comply with Section 3, which provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.
- 4. Affirmative Action:** **Contractor** shall take affirmative action steps to contract with small and minority-owned firms and women's business enterprises as a part of the requirements of 24 CFR, Part 85.36 or 24 CFR, Part 570, Sub-part J. Affirmative action steps include but are not limited to the following:
 - a. Including qualified small, minority and women's business enterprises on solicitation lists;
 - b. Assuring that small, minority and women's business enterprises are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women's business enterprises participation;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors;
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative action steps in a through e. above.

Q. AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by Federal funds.

R. REHABILITATION ACT OF 1973, SECTION 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any programs or activities receiving Federal financial assistance.

Executed by:

City of McAlester
Name of City

Signature

John Browne, Mayor
Typed Name & Title

June 27, 2017
Date

ATTEST:

Signature

Cora Middleton, City Clerk
Typed Name & Title

(CITY SEAL)

Executed by:

Millie Vance Incorporated
Contractor

Signature

Millie Vance, President
Typed Name & Title

June 27, 2017
Date

(CORPORATE SEAL)

ADMINISTRATIVE RESPONSIBILITIES

I. ADMINISTRATIVE TASKS

When a **Contractor (administrator)** enters into a contract for administrative services, the administrator shall comply with all Federal and State laws and all ODOC requirements. However, the **City** is not relieved of its contractual obligation to ensure compliance. The following list identifies who shall be responsible to ensure the following tasks are completed in a timely manner:

	<u>City</u>	<u>Certified CDBG Administrator</u>
A. Public Hearings	☐	☒
B. Environmental Review	☐	☒
C. Release of Funds	☐	☒
D. Requests for Payment	☐	☒
E. Monthly Expenditure Reports	☐	☒
F. Project Files	☐	☒
G. Quarterly Progress Reports	☐	☒
H. Bid Documents, Notice of Award, Pre-Construction Conference, Notice to Proceed	☐	☒
I. Weekly Payrolls	☐	☒
J. On-site Interviews	☐	☒
K. Coordinate On-site Visits (Construction)	☐	☒
L. Closeout Documents	☐	☒
M. Job Tracking	☐	☒

II. DEFINITIONS: The following are definitions of the above assigned tasks:

- A. Public Hearing: All public hearings must be held in accordance with the **City's** Citizen Participation Plan in order to comply with 24 CFR 570.486.
- B. Environmental Review: Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds and acquiring adequate documentation. For activities not exempt from environmental assessments, an environmental assessment will be prepared. For activities exempt and/or categorically excluded from environmental assessments, prepare a written Finding of Exemption, which should identify the project or activity and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands and other applicable authorities.
- C. Release of Funds: Preparation of Environmental Review, leverage/commitment (if applicable), insurance and bonding, Residential Anti-Displacement Plan, Placement Plan (ED projects only), and Special Conditions (as required). These documents will be presented to the local governing board for approval and signature and submitted to ODOC for processing.

- D. Requests for Payment: Requests for funds must be submitted to ODOC on the approved form and prepared in conformance with the instructions provided. **Only** request funds that can be expended within the allotted time (15 days from date funds received). The following information is needed to complete this form: Engineer pay estimates, approved invoices, Non-collusion affidavits and other documents as required by the governing board. Although the administrator can complete this form, the **City** must sign it.
- E. Monthly Expenditure Reports: The **City** must report all funds received in a timely manner. A Monthly Expenditure Report must be completed and sent to ODOC by the 10th of the following month in which CDBG funds have been received. The administrator can complete this report, however, it must be signed by an authorized representative of the **City**. Failure to submit this report will result in Requests for Payment being held until all funds received have been reported.
- F. Project Files: All originals are to be maintained with the **City** to demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained.
- G. Quarterly Program Reports: This report must be prepared and submitted to ODOC by the 10th day of July, October, January, and April.
- H. Bid Documents, Notice of Award, Pre-construction Conference, and Notice to Proceed: Preparation of the Notice of Award with certification from the construction contractor that he is not listed on the "Debarred List". Ensure a copy is submitted to ODOC. Conduct the Pre-Construction Conference, prepare a report in conjunction with contractor, engineer, architect, and subcontractor to explain contract requirements.
- I. Weekly Payrolls: Ensure weekly payrolls and statements of compliance are submitted and compared with Davis-Bacon Wage Rates.
- J. On-site Interviews: Conduct on-site interviews of at least 10% of the subcontractor's employees for each job classification. Interview must be conducted at least once during the course of construction.
- K. On-Site Visits: Coordinate On-Site visits.
- L. Closeout Documents: Transmittal of CDBG Closeout documents, Final Expenditure Reports, Contract Closeout Certifications and Beneficiary Report.
- M. Job Tracking: If applicable to project, track jobs and prepare quarterly reports to submit to ODOC.



McAlester City Council

AGENDA REPORT

Meeting Date:	June 27, 2017	Item Number:	6
Department:	Community & Economic Development		
Prepared By:	Jayne Clifton	Account Code:	
Date Prepared:	June 20, 2017	Budgeted Amount:	
		Exhibits:	14

Subject

Consider and act upon, an Ordinance to close the public ways and easements in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma subject to the special condition that a utility easement be maintained for the City of McAlester's existing water and sewer mains within the easement to be closed.

Recommendation

Motion to approve and act upon the Ordinance to close the public ways and easements in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma subject to the special condition that a utility easement be maintained for the City of McAlester's existing water and sewer mains within the easement to be closed and to authorize the Mayor to sign the Ordinance.

Discussion

At the Regular Meeting on Tuesday, May 16, 2017, the McAlester Planning Commission voted unanimously (8 Yes 0 No) to recommend to the City Council the request to close the easement, as more particularly described in the ordinance, be granted.

Attachments:

1. Draft Ordinance
2. Draft Minutes of the May 16, 2017 Planning Commission Meeting
3. Staff Report to the Planning Commission
4. Application requesting the closure of the easement
5. Abstractor's Certificate
6. Area of Request Map with easement shown
7. Site Location Map with easement shown
8. Notice to Municipal & Public Utilities
9. Proof of Publication of Notice in Newspaper
10. Copy of Letter to Property Owners within 300 feet
11. Proof of Sign Posted on Property
12. City of McAlester Engineering Department Response
13. AT&T Response
14. AEP/PSO Response

Approved By

Initial

Date

Department Head
City Manager

J. Clifton
P. Stasiak

McAlester *ACM*

6/27/17

ORDINANCE NO. _____

AN ORDINANCE TO CLOSE THE PUBLIC WAYS AND EASEMENTS THAT LIES IN THE NORTHERLY 30 FEET OF LOT 92; AND THE EASTERLY 30 FEET OF LOT 92 LYING NORTH OF U.S. HIGHWAY NO. 69; AND THE SOUTHERLY 30 FEET OF LOT 68; AND THE EASTERLY 30 FEET OF THE SOUTHERLY 182.39 FEET OF LOT 68; AND THE WESTERLY 30 FEET OF THE SOUTHERLY 180.99 FEET OF LOT 68; IN TOWNSITE ADDITION NO. 4, IN PITTSBURG COUNTY, STATE OF OKLAHOMA.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McALESTER, OKLAHOMA, THAT:

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following easements, alleys and public ways more particularly described as:

The Public Ways and Easements that lies in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

and to retain a utility easement for the City of McAlester's existing water and sewer mains within the easement being closed.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The closing of the streets and alleys adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this 27th day of June 2017.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 27th day of June 2017.

By _____
William J. Ervin, City Attorney

McAlester Planning Commission Minutes
Tuesday, May 16, 2017 Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:31 P.M. Roll was called and a quorum was present.

Commissioners Present: 8

Mark Emmons	Justin Few	Carl Gullick	Susan Kanard
Tony Korp	Frank Phillips	Karl Scifres	Karen Stobaugh

Commissioners Absent: 3

Steve Cox	Primus Moore	Chris Taylor

Item 2 Approval of the Minutes from April 18, 2017

Minutes from April 18, 2017 were not yet provided to the Commission for approval.

GENERAL BUSINESS:

Item 3 Public Hearing: Discussion and action on V. E. #151, a request to close the easement that lies in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

Chairman Emmons opened the item for discussion at 6:32 P.M. Jayme Clifton, Director of Community Development, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference. AEP/Public Service Company of Oklahoma and AT&T responded in writing that they had no objection to the closure. Both the City of McAlester Engineering/Public Works Department and CenterPoint reported they had utilities in the easement and both requested, by prescriptive easement, that the utility easements remain accessible for future maintenance. Mrs. Clifton pointed out that two property owners had submitted their objections in writing. Staff recommended at minimum that the applicants request to close the easement that lies in the Westerly 30 feet of the Southerly 180.99 feet of Lot 68, be granted subject to a special condition that a utility easement was maintained for existing utilities. She requested the Commission determine the appropriate action concerning the Easterly 30 feet of the Southerly 182.39 feet of Lot 68; The Westerly 30 feet of the Southerly 180.99 feet of Lot 68.

Blake Lynch of Wagner & Lynch, counsel for the applicant Choctaw Nation of Oklahoma, provided a summary of the Nation's property ownership in the area and anticipated expansion of existing services. Mr. Lynch stated there was no objection to easements for the existing utilities. He stated for property owners in opposition, the requested closing would not affect access to their property because 30 feet of the total 60 feet easement would remain open, the application was for the 30 feet adjoining Choctaw Nation's property. Mr. Lynch pointed out that narrow roadways were common in the described area and that additional access from other directions were available for Lot 66 and Lot 70. He accounted previous corrective action Choctaw Nation took to remedy problems with storm water runoff and maintained the same could be done for future developments, though consideration for it was not included in the application to close but would be in later building processes. Commissioners Korp, Gullick, and Few requested clarification of the surrounding property owned by Choctaw Nation. Mr. Lynch answered them with descriptions of property

McAlester Planning Commission Minutes
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City Council Chambers
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previously owned and property recently purchased from Union Ironworks. There were no other comments or questions for Mr. Lynch. Chairman Emmons asked if anyone else wished to speak in favor of or in opposition the item.

Randel Manry of 1000 Berrypatch Lane and Jerry Matthews of 1001 Berry Patch Lane, came forward and expressed concerns about the zoning of commercial property adjoining residential. Mrs. Clifton verified the property was zoned commercially as C-5. Chairman Emmons stated his belief the property had been zoned C-5 for 12 to 15 years due to the previous developer's plans to improve with residential neighborhood and a shopping center.

Kendall Young, 2508 Hardy Springs Road, stated he had concerns with drainage and with access to his property he co-owned with Al Horton. Chairman Emmons explained required drainage plans during the building permitting process. He then requested clarification on the location of the driveway. Mr. Young described 4-5 feet of water in his backyard and provided the developments of his driveway that neighbors Mr. Manry's house.

Jimmy Camp came forward, on behalf of his father-in-law Al Horton, and stated Mr. Horton's concerns were the same as stated by Mr. Young. Mr. Camp stated the access and maintenance of their road was shared with Mr. Young. He maintained that if Mr. Young sold his property that Mr. Horton would then be required to extend a road from Ten Springs Avenue to the property in the road easement. After discussion between Chairman Emmons, Mr. Lynch, Mr. Camp and Mr. Young about the driveway location, Mr. Lynch then announced he and the property owners discovered closing of Westerly 30 feet of Lot 68 would not affect the driveway used by the property owners in Lot 66 and the remaining 30 feet would allow room for the driveway to be extended should Mr. Young sell his property. Chairman Emmons inquired if Manry's driveway was affected. Mr. Manry confirmed his paved drive did not extend south of their fence or property line.

Chairman Emmons asked if any others wished to speak. Commissioners Few and Phillips inquired about the Easterly portions and the Key's concerns. Chairman Emmons said it was the same situation as the Westerly portion and the property owners would still have 30 feet beginning from either Cobblestone Lane or the highway service road. Chairman Emmons asked if anyone else wished to speak in favor of or in opposition the item.

Chairman Emmons closed discussion on the matter at 6:35 P.M. and called for a motion. Commissioner Gullick motioned to approve the applicants request to close subject to a special condition an easement be maintained for existing utilities. The motion was seconded by Commissioner Korp. Chairman Emmons asked if there were any comments from the Commission. There were none, and roll was called.

The vote was 8-0

AYE: Scifires, Stobaugh, Phillips, Few, Gullick, Kanard, Korp, Emmons

NAY: None

The motion carried.

Item 4

Discussion and action on the Comprehensive Plan Update Subcommittee's recommendation as to the proposals received in response to the RFP and to make recommendations to the McAlester City Council.

Chairman Emmons opened the item for discussion and action at 7:10 P.M. and briefly discussed the need for a Comprehensive Plan every ten years. He then described the Selection Committee's process of choosing a firm from the five proposals received in the RFP process. Commissioner Phillips described the individual scoring of the proposals

performed by the Selection Committee members, interpreted the scoring process, and that Guernsey stood out from the other firms. Mrs. Clifton detailed the reference checks performed and the subsequent visit by Guernsey.

Chairman Emmons then imparted the Selection Committee's recommendation of Guernsey and requested the Commission make recommendation of the same to the City Council. There was discussion on the importance of the Planning Commission being closely involved and engaged in the process once it began. Commissioner Stobaugh requested a timeline. Mrs. Clifton referenced a timeline from Guernsey that showed 15 to 18 months. Chairman Emmons recounted experiences from the 1996 Comprehensive Plan, the abrupt passing of the project manager, and then shared the many resources Guernsey proposed to use. He then explained McAlester's unique items that were addressed by Guernsey in their proposals. Mrs. Clifton clarified Guernsey's submission of City of Enid's and City of Moore's Comprehensive Plans because of the similarities to McAAP and Downtown/Old Town. Chairman Emmons asked if anyone else wished to speak on the matter. No one else came forward.

Chairman Emmons closed discussion on the matter at 7:25 P.M. and called for a motion. Commissioner Scifres motioned to recommended Guernsey to the City Council for the Comprehensive Plan Update. The motion was seconded by Commissioner Kanard. Chairman Emmons asked if there were any comments from the Commission. There were none, and roll was called.

The vote was 8-0

AYE: Scifres, Stobaugh, Phillips, Few, Gullick, Kanard, Korp, Emmons

NAY: None

The motion carried

Item 5 New Business

There was no new business.

Item 6 Staff Report

Mrs. Clifton reported her promotion to Director of Community Development, and the available Planning Technician position had been posted.

Item 7 Commission Report

There was no Commission Report.

Item 8 Adjournment

A motion made by Commissioner Few was seconded by Commissioner Gullick to adjourn the meeting at 7:32 PM. There was no objection.

The vote was 8-0

AYE: Stobaugh, Phillips, Few, Gullick, Kanard, Korp, Scifres, Emmons

NAY: None

The motion carried.

Approved:

Planning Commission Chairman

Date



City of McAlester

Community & Economic Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

STAFF REPORT PLANNING COMMISSION May 16, 2017

To: McAlester Board of Adjustment
From: Jayme Clifton, Planning Technician/Executive Assistant
Date: May 12, 2017

Case: VE #151 Closing of Public Ways or Easement

Applicant: Choctaw Nation of Oklahoma
Represented by Blake Lynch, Wagner & Lynch

Zoning District: C-5 Highway Commercial/Recreation District

Legal: The Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

General Description:

Applicant is requesting the closing of the public ways and easements that lie in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

Municipal & Public Utility Notifications:

AT&T Corporation -----	No objection – No utilities in easement
CenterPoint Energy -----	Objection – Utilities in easement
AEP/PSO -----	No objection – No utilities in easement
Vyve Broadband -----	No response
City of McAlester Police Department -----	No response
City of McAlester Fire Department -----	No response
City of McAlester Engineering/Public Works -----	Objection – Utilities in easement

General Notifications:

Publication in McAlester News Capital	April 23, 2017
Posting of Sign on Property	April 28, 2017

Planning Director
(918) 423-9300 ext.4951

James Schulz - Code Enforcement
(918) 423-9300 ext. 4986

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

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

Jayme Clifton - Executive Asst./Planning Tech.
(918) 423-9300 ext. 4984

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

Notification to Property Owners within 300 Feet:

Property Owners within 300 feet	32 (<i>Mailed April 28, 2017</i>)
Notification receipts received	28
Letters returned unclaimed	1
Notifications still out	3

Attachments:

Application
Abstractor's Certificate
Area of Request Map
Site Location Map
Notice to Municipal & Public Utilities
Proof of Publication of Notice in Newspaper
Copy of Letter to Property Owners within 300 feet
Proof of Sign Posted on Property
City of McAlester Engineering Department Response
AT&T Response
AEP/PSO Response
Brad Burgess on behalf of CenterPoint Energy Response
Property Owners Al & Lona Horton's Responses
Property Owners Jim & LaVerne Key's Response with Site Map & Utility Map

Background Information:

11 O.S. 42-101 Definitions:

In Sections 11-42-101 through 11-42-115 of this title, the following terms shall have the meanings respectively provided for them in this section, unless the context otherwise requires:

1. "Close" means a legislative act of the governing body of a municipality discontinuing the public use of a public way or easement without affecting title to real property;
2. "Vacate" means the termination, by written instrument, as provided in Section 11-42-106 of this title, or judicial act of the district court, of private and/or public rights in a public way, easement or plat and vesting title in real estate in private ownership;
3. "Public way" means a street, avenue, boulevard, alley, lane or thoroughfare open for public use; and
4. "Easement" means rights in real property as set forth in Section 49 of Title 60 of the Oklahoma Statutes.

O.S. §, 42-105 Rights of Transmission Companies

No vacation of any plat or public way, or part thereof, shall operate to invalidate or impair the right of any municipal utility or regulated transmission company to continue to possess, occupy, and use that part of the public ways, utility easements, or rights-of-way existing within the affected area and occupied and used by any municipal utility or regulated transmission company for the performance of its public service undertaking. Said easements shall be defined in any decree of vacation. The municipal utility or regulated transmission company may maintain, replace, repair, and operate its facilities, have unrestricted ingress and egress to said locations, and remove its facilities without impairment by reason of the vacation or partial vacation of any plat or public way.

The City has sanitary sewer and a water lines and CenterPoint has a gas main in the proposed closure of the Westerly portion of Lot 68. The City of McAlester Public Works Department requests if the easement is closed, that the sewer and water casements be left accessible for future maintenance and repair.

Additionally Al and Lona Horton have concerns about accessing their property in Lot 66 if the Westerly portion of Lot 68 is closed. Jim and LaVerne Key have concerns about accessing their property in Lot 70 if the Easterly portion of Lot 68 is closed.

Requested Closing	Responses in Opposition
Northerly 30 feet of Lot 92	None
Southerly 30 feet of Lot 68	None
Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69	None
Easterly 30 feet of the Southerly 182.39 feet of Lot 68	Key
Westerly 30 feet of the Southerly 180.99 feet of Lot 68	City; CenterPoint; Horton

Staff Analysis:

The Community and Economic Development Staff recommends that the applicants request to close the easement that lies in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68, in Townsite Addition No. 4, Pittsburg County, State of Oklahoma be approved.

Staff recommends the Planning Commission determine the appropriate action concerning the Easterly 30 feet of the Southerly 182.39 feet of Lot 68; The Westerly 30 feet of the Southerly 180.99 feet of Lot 68, in Townsite Addition No. 4, Pittsburg County, State of Oklahoma. Furthermore, based on the responses from the City of McAlester Engineering/Public Works Department and CenterPoint, staff recommends at minimum that the applicants request to close the easement that lies in the Westerly 30 feet of the Southerly 180.99 feet of Lot 68, be subject to a special condition that a utility easement is maintained, for the City's existing water and sewer mains and CenterPoint's existing gas main.

FOR OFFICE USE ONLY

Community & Economic
Development Department

APR 10 2017

Received

CITY OF McALESTER, OKLAHOMA

APPLICATION FOR CLOSING OF PUBLIC WAYS OR EASEMENT

DATE: 04/10/17 APPLICATION NUMBER VE# 151

A filing fee of \$ 175.00 has been paid.

1. I, (we), the undersigned, being owner(s) of property abutting the following described street, alley or easement, do hereby respectfully make application and petition to the City Planning Commission and the City Council to close said Public Way or Easement.

LOCATION OF STREET, ALLEY OR EASEMENT: Please see attached!

The NE 30' of Lot 92; and The Easterly 30' of Lot 92 lying N of US Hwy No. 69; and the Southerly 30' of Lot 68; and The Easterly 30' of the southerly 182.39 ft of Lot 68 and The Westerly 30' of the southerly 180.99 ft of Lot 68 in Township Addition No. 4, in Pittsburg County, State of Oklahoma

2. Attach a sketch, plan or copy of a map of the area surrounding the street, alley, or easement to be closed. Please see attached

3. The applicant is requested to execute the attached Affidavit in conjunction with the application. A bonded certified abstractor's list may be substituted. Please see attached certified abstractor's list.

SIGNATURE OF APPLICANTS: ADDRESS (ZIP CODE): PHONE:

FOR OFFICE USE ONLY

Public Utilities - The following utility companies have been notified by letter:

YES:

NO:

_____ <u>Electrical (PSO)</u>	_____	_____
_____ <u>Gas (ARKLA)</u>	_____	_____
_____ <u>Water (City Eng.)</u>	_____	_____
_____ <u>Sewer (City Eng.)</u>	_____	_____
_____ <u>Cable T.V.</u>	_____	_____
_____ <u>Telephone</u>	_____	_____

n/A

PLEASE SEE ATTACHED

AFFIDAVIT

STATE OF OKLAHOMA)
PITTSBURG COUNTY) SS

being duly sworn, states:

1. That application has been made for the closing of a street(),
alley(), or easement(), described as follows:

2. The following are all individuals, firms, or corporations owning
property, as recorded this date by deed in the Pittsburg County
Court House, abutting upon said public way or easement in the
area sought to be closed, and such other owners of record whose
property is within three-hundred feet (300') in any direction
from the public way or easement sought to be closed. (List to
be provided by abstractor.)

NAME:

ADDRESS:

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


SIGNATURE

Subscribed and sworn to before me this ____ day of _____
19____.

NOTARY PUBLIC

My Commission Expires:

WARRANTY DEED

Corporation Form



1-2016-009331 Book 2264 Pg:278
10/28/2018 1:54 pm Pg 0278-0278
Fee: \$ 13.00 Doc: \$ 2,025.00
Hope Trammel - Pittsburg County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That Union Iron Works, Inc., an Oklahoma corporation, whose principal place of business is in Pittsburg County, State of Oklahoma, party of the first part, in consideration of the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,350,000.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto CHOCTAW NATION OF OKLAHOMA, Do Deputa (12) Deputa In 1402 Acres - Wayne White, party of the second part, the following described real property and premises situate in Pittsburg County, State of Oklahoma, to-wit:

A tract of land in Lots 68 and 92, Townsite Addition No. 4, and in the NE¼ NW¼ NE¼ of Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, and further described as follows: Beginning at the Southwest Corner of Lot 68; thence North 1°10'56" West along the West line of Lot 68 a distance of 180.99 feet to the Southwest Corner of The Springs First Addition; thence North 88°46'23" East along The Springs First Addition a distance of 659.99 feet to the Southeast Corner of The Springs First Addition and the East line of Lot 68; thence South 1°11'49" East along said East line a distance of 182.39 feet to the Northeast Corner of Lot 92; thence South 1°11'49" East along the East line of Lot 92 a distance of 1228.05 feet to the North right-of-way line of Highway 69; thence South 67°51'52" West along said right-of-way line a distance of 353.29 feet; thence North 1°11'49" West a distance of 1293.33 feet; thence South 88°53'36" West and parallel to the North line of Lot 92 a distance of 329.95 feet to the West line of Lot 92; thence North 1°10'56" West along the West line of Lot 92 a distance of 61.4 feet to the point of beginning, less and except all the oil, gas and other minerals lying thereunder.

together with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors and assigns, forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

IN WITNESS WHEREOF, the party of the first part hereto has caused these presents to be signed in its name by Fred W. Ettner, its Vice President, at McAlester, Oklahoma, this 28 day of October 2016.

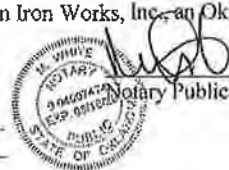
UNION IRON WORKS, INC.,

By Fred W. Ettner
Fred W. Ettner, Vice President

[illegible]

The foregoing instrument was acknowledged before me this 28 day of October 2016 by Fred W. Ettner, Vice President of Union Iron Works, Inc., an Oklahoma corporation.

My Commission Expires: _____
Commission No.: _____



PIONEER ABSTRACT COMPANY

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

Community & Economic
Development Department

APR 10 2017

Received

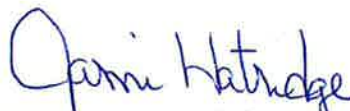
CERTIFICATE

The Northerly 30 feet of Lot 92; and
The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and
the Southerly 30 feet of Lot 68; and
The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and
The Westerly 30 feet of the Southerly 180.99 feet of Lot 68;
In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

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

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

Dated this 6th day of April, 2017.



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

Subscribed and sworn to before me this 6th day of April, 2017.

My commission expires:


Notary Public

2-28-18
02003696

Order # 9568-17 sc

RECORD OWNER

Choctaw Nation of Oklahoma
 ATTN: Wayne Wylie
 P.O. Drawer 1210
 Durant, Oklahoma 74702

LEGAL DESCRIPTION OF PROPERTY

A tract in Lots 68 and 92, Townsite Addition No. 4, and in the NW NE of Section 19, Township 5 North, Range 15 East, described as:
 Beginning at the SW corner of Lot 68;
 Thence N 01° 10' 56" W along the West Line of Lot 68 a distance of 180.99 feet to the Southwest Corner of the Springs 1st Addition;
 Thence N 88° 46' 23" E along the Springs 1st Addition a distance of 659.88 feet to the SE corner of The Springs 1st Addition and the East Line of Lot 68;
 Thence S 01° 11' 49" E along the East Line a distance of 182.39 feet to the Northeast Corner of Lot 92;
 Thence S 01° 11' 49" E along the East Line of Lot 92 a distance of 1,228.05 feet to the North Right-of-Way Line of U.S. Highway No. 69;
 Thence S 67° 51' 52" W along the Right-of-Way Line a distance of 353.29 feet;
 Thence N 01° 11' 49" W a distance of 1,293.33 feet;
 Thence S 88° 53' 36" W and parallel to the North Line of Lot 92 a distance of 329.95 feet to the West Line of Lot 92;
 Thence N 01° 10' 56" W along the West Line of Lot 92 a distance of 61.4 feet to the point of beginning.

United States of America Trustee
 for the Choctaw Nation of Oklahoma
 P.O. Box 1210
 Durant, Oklahoma 74702

Tract in Lot 92, in Townsite Addition No. 4, described as:
 Beginning at the SW corner of Lot 92;
 Thence N 88° 48' 50" E a distance of 217.93 feet;
 Thence N 01° 11' 49" W a distance of 323.7 feet;
 Thence N 88° 48' 11" E a distance of 112.07 feet;
 Thence N 01° 11' 49" W a distance of 932.89 feet to a point 61.4 feet South of the North Line of Lot 92;
 Thence S 88° 53' 36" W a distance of 329.95 feet to a point on the West Line of Lot 92;
 Thence S 01° 11' 41" E along the West Line of Lot 92 a distance of 1,257.07 feet to the point of beginning;
 And
 A tract in the NE of Section 19, Township 5 North, Range 15 East, described as:
 Beginning at the Northwest Corner of the NE;
 Thence N 88° 48' 50" E a distance of 660.27 feet to the SW corner of Lot 92, the true point of beginning;
 Thence N 88° 48' 50" E a distance of 217.93 feet;
 Thence S 01° 11' 49" E a distance of 82.19 feet to a point on the North Right-of-Way of U.S. Highway No. 69;
 Thence S 67° 51' 52" W along said Right-of-Way line a distance of 233.35 feet;
 Thence N 01° 11' 41" W a distance of 165.62 feet to the point of beginning.

Pittsburg Farm Bureau
1125 South George Nigh
McAlester, Oklahoma 74501

Tract in Lot 92, Townsite Addition No. 4 and in
Section 19, Township 5 North, Range 15 East,
described as:
Beginning at the SW corner of Lot 92;
Thence Easterly along the South Line of Lot 92 a
distance of 330 feet to the point of beginning;
Thence N 01° 11' 49" W a distance of 323.72
feet;
Thence S 88° 48' 11" W a distance of 112.07
feet;
Thence S 01° 11' 49" E a distance of 323.70 feet
to a point on the South Line of Lot 92;
Thence N 88° 48' 50" E a distance of 112.07 feet
to the point of beginning;
And
A tract in the NW NE of Section 19, Township 5
North, Range 15 East, described as:
Beginning at the NW corner of the NE;
Thence N 88° 48' 50" E a distance of 878.2 feet
to the true point of beginning;
Thence N 88° 48' 50" E a distance of 112.07 feet;
Thence S 01° 11' 49" E a distance of 39.28 feet
to a point on the North Right-of-Way Line of U.S.
Highway No. 69;
Thence S 67° 51' 52" W along the said Right-of-
Way a distance of 120 feet;
Thence N 01° 11' 49" W a distance of 82.19 feet
to the point of beginning.

Eufaula Hospitality LLC
118 North 7th Street
Durant, Oklahoma 74501

All of Lot 91 less 2.5 acres for Highway 69 Right-
of-Way, in Townsite Addition No. 4.

Jimmie Key and LaVerne Key Trust
707 South Richmond
Tulsa, Oklahoma 74112

The South 5 acres of Lot 70, in Townsite Addition
No. 4.

Kendall G. Young
Janice C. Young
2508 Hardy Springs Road
McAlester, Oklahoma 74501

The Northerly 125 feet of the Southerly 280 feet
of Lot 66, in Townsite Addition No. 4.

Harold Swilling
P.O. Box 100
McAlester, Oklahoma 74502

The Southerly 135 feet of the Northerly 260 feet
of Lot 66, in Townsite Addition No. 4.

Peggy A. Randazzo
2504 Hardy Springs Road
McAlester, Oklahoma 74501

The Southerly 120 feet of the Northerly 380 feet
of Lot 66, in Townsite Addition No. 4.

Al J. Horton
Lona L. Horton
2512 Hardy Springs Road
McAlester, Oklahoma 74501

The Northerly 125 feet of the Southerly 155 of
Lot 66, in Townsite Addition No. 4.

Joshua R. Sutmiller
Jessie L. Sutmiller
1449 Nitzel Road
Eufaula, Oklahoma 74432

The Southerly 30 feet of Lot 66 and the Northerly
113 feet of Lot 93, in Townsite Addition No. 4.

Jan Elizabeth Jordan
2606 South 9th Street
McAlester, Oklahoma 7401

Tract in the North-Half of Lot 93, in Townsite Addition No. 4, described as:
Beginning at the NW corner of Lot 93;
Thence Southerly along the West Line of said Lot a distance of 113 feet to the point of beginning;
Thence Easterly to a point 111.85 feet South of the NE corner of said Lot;
Thence Southerly along the East Line of Lot 93 a distance of 125 feet;
Thence Westerly in a straight line to a point in the West Line of Lot 93, which point is 238 feet South of the NW corner of Lot 93;
Thence Northerly along the West Line of Lot 93 a distance of 125 feet to the point of beginning;

And

A tract in the North-Half of Lot 93, Townsite Addition No. 4, described as:
Beginning at the NW corner of Lot 93;
Thence Southerly along the West Line of said Lot a distance of 238 feet to the point of beginning;
Thence Easterly in a straight line to a point on the East Line of Lot 93, which point is 236.85 feet South of the NE corner of said Lot;
Thence Southerly along the East Line of Lot 93 a distance of 25 feet;
Thence Westerly in a straight line to a point in the West Line of Lot 93, which point is 263 feet South of the NW corner of Lot 93;
Thence Northerly along the West Line of Lot 93 a distance of 25 feet to the point of beginning.

Patricia Key
P.O. Box 1211
McAlester, Oklahoma 74502

The Southerly 100 feet of the Northerly 363 feet of Lot 93, in Townsite Addition No. 4.

James Haley
1206 Stonegate Lane
McAlester, Oklahoma 74501

Lot 17, in Block 1, Cobblestone Addition.

Mark Allen Davis
Janella Mary Davis
1204 Stonegate Lane
McAlester, Oklahoma 74501

Lot 18, in Block 1, Cobblestone Addition.

Julie Ann Warren
James Gabriel S. Sullivan
1202 Stonegate Lane
McAlester, Oklahoma 74501

Lot 19, in Block 1, Cobblestone Addition.

Tina Bass
1200 Stonegate Lane
McAlester, Oklahoma 74501

Lot 20, in Block 1, Cobblestone Addition.

Thomas N. Treue
Judy A. Boswell
2109 Country Springs
McAlester, Oklahoma 74501

Lot 8, in Block 3, The Springs.

Walter Bethune
Shiela Bethune
2111 Country Springs
McAlester, Oklahoma 74501

Lot 9, in Block 3, The Springs.

Melinda Nix
29 River Oaks
McAlester, Oklahoma 74501

Lot 10, in Block 3, The Springs.

Jon M. McCauley and
Debra S. McCauley, Trustees
1003 Berry Patch
McAlester, Oklahoma 74501

Lot 11, in Block 3, The Springs.

Jerry W. Mathiews
Artha Ann Mathiews
1001 Berrypatch Street
McAlester, Oklahoma 74501

Lot 12, in Block 3, The Springs.

Randel Manry
Phyllis Manry
1000 Berrypatch
McAlester, Oklahoma 74501

Lot 1, in Block 1, The Springs 1st Addition.

Travis Kanard
510 Shawnee Street
Norman, Oklahoma 73071

Lot 2, in Block 1, The Springs 1st Addition.

Ronald D. DeGiacomo
Mary A. DeGiacomo
1004 Berrypatch
McAlester, Oklahoma 74501

Lot 3, in Block 1, The Springs 1st Addition.

Larry Case
Vickie Case
1006 Berrypatch
McAlester, Oklahoma 74501

Lot 4, in Block 1, The Springs 1st Addition.

Jason C. Crittenden
P.O. Box 728
McAlester, Oklahoma 74502

Lots 5 and 6, in Block 1, The Springs 1st Addition.

G.W. Ellis
J.M. Ellis
P.O. Box 1225
McAlester, Oklahoma 74502

Lot 11, in Block 2, The Springs.

Wayne Ellis
Judy Ellis
P.O. Box 1225
McAlester, Oklahoma 74502

Lot 12, in Block 2, The Springs.

Twin City Financial Inv Corp
4111 Jack Cullen Drive
Texarkana, Arkansas 71854

NE NE NE; and
S2 NE NE; and
All of the E2 NW NE NE lying South and East of
U.S. Highway No. 69 Bypass; and
Tract in the W2 NW NE NE of Section 19,
Township 5 North, Range 15 East, described as:
Beginning at the intersection of the Southerly
right-of-way line of U.S. Highway No. 69 and the
West Line of the NE NE;
Thence Southerly along the West Line a distance
of 430.82 feet to the point of beginning;
Thence Easterly a distance of 186.66 feet;
Thence Northerly a distance of 502.64 feet to a
point on the Southerly right-of-way line of U.S.
Highway No. 69;
Thence Northeasterly along the South right-of-
way line to a point where it intersects the East
Line of the W2 NW NE NE;
THENCE Southerly along the East Line to the SE
corner of the W2 NW NE NE;
Thence Westerly to the West Line of the NE NE;
Thence North along the West Line to the point of
beginning.

SD3, LLC
304 Edgewood Drive
McAlester, Oklahoma 74501

Tract in the NE NE of Section 19, Township 5
North, Range 15 East, described as:
Beginning at the intersection of the Southerly
right-of-way line of U.S. Highway No. 69 and the
West Line of the NE NE;
Thence Southerly along the West Line of the NE
NE a distance of 430.82 feet;
Thence Easterly a distance of 186.66 feet;
Thence Northerly a distance of 502.64 feet to a
point on the Southerly right-of-way line of U.S.
Highway No. 69;
Thence Southwesterly along said right-of-way a
distance of 200 feet to the point of beginning.

Farm Credit Services
Of East Central Oklahoma
601 East Kenosha
Broken Arrow, Oklahoma 74012

A tract in the N2 NE of Section 19, Township 5
North, Range 15 East, described as:
Beginning 1131.90 feet North of Southeast
Corner of the NW NE at the intersection of the
South right-of-way line of U.S. Highway No. 69
and the East Line of the NW NE for the point of
beginning;
Thence Southerly a distance of 303.45 feet;
Thence Westerly a distance of 140.19 feet;
Thence Northerly 250 feet to a point on the
South right-of-way line of U.S. Highway No. 69;
Thence Northeasterly along the South right-of-
way Line of U.S. Highway No. 69 a distance of
150 feet to the point of beginning.

State of Oklahoma
Dept. of Transportation
25 South Oklahoma Ave, Ste 302
Oklahoma City, Oklahoma 73104

U.S. Highway No. 69 Right-of-Way.

City of McAlester
McAlester, Oklahoma

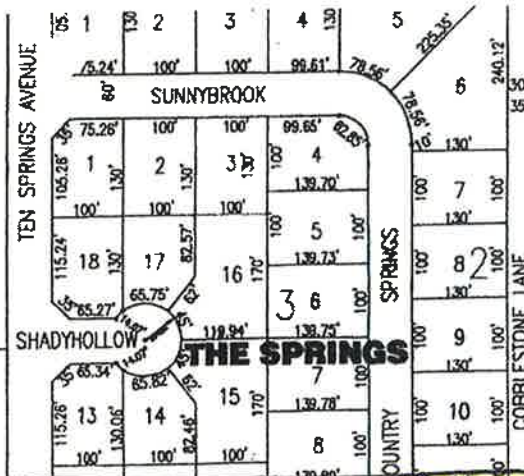
Easements, Alleys, Public Ways.

Pittsburg County Board of
County Commissioners

Easements, Alleys, Public Ways.

LOT 65

630'



LOT 69



LOT 66

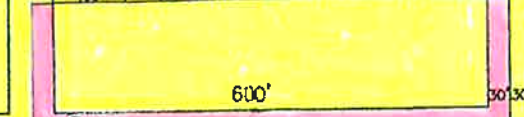
630'



LOT 70



600'



600'

600'

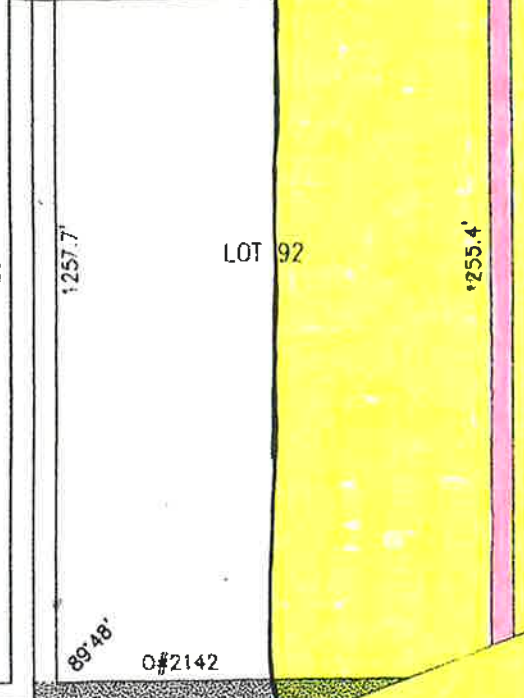


600'

TOWNSITE ADDITION

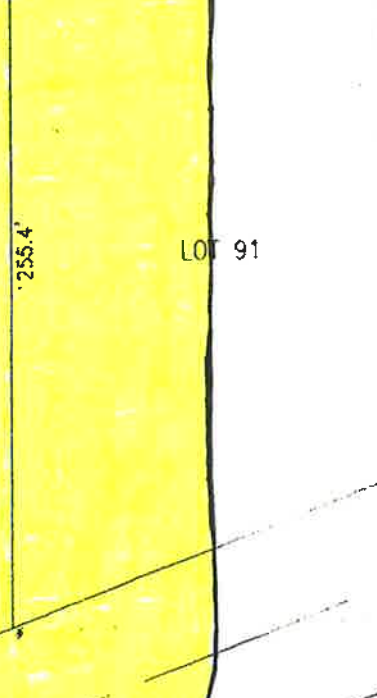
LOT 93

1257.7'



LOT 92

255.4'



LOT 91

255.4'

600'

89.48'

O#2142

1083.25'

Berry Patch

SITE LOCATION

SCALE: 1"=200'



Prepared By:
**City of McAlester
Engineering Department**



City of McAlester

Community & Economic Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

DATE: Wednesday April 19, 2017

TO: Vyve Broadband
AT&T Corporation
Centerpoint Energy
AEP / PSO
City of McAlester Engineering
City of McAlester Police Department
City of McAlester Fire Department

FROM: Jayme Clifton – Planning Technician, Community and Economic Development

RE: Request for Closing - V.E. Case #151

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, May 16, 2017 at 6:30 p.m. to hear a request to close the following public ways or easements:

The Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

We would appreciate your comments as to the feasibility of closing the above easement. Written responses should be received no later than Tuesday, May 9, 2017.

Maps of the area requested are attached.

Thanks for your attention to this matter.

Planning Director
(918) 423-9300 ext 4951

James Schulz - Code Enforcement Inspector
(918) 423-9300 ext. 4986

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

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

Jayme Clifton - Executive Asst /Planning Tech.
(918) 423-9300 ext. 4984

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

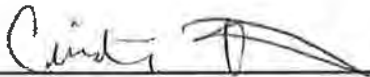
Cindi Irvin, being duly sworn, says:

That she is Sales Representative of the McAlester News-Capital, 500 S 2nd in McAlester, OK, a daily newspaper of general circulation, printed and published in , Pittsburg County, Oklahoma; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 23, 2017

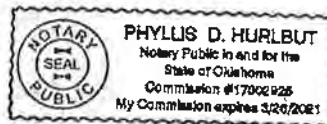
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Sales Representative

Subscribed to and sworn to me this 23rd day of April 2017.



Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021

03100051 00015616

City of McAlester LL
PO Box 578
MCALESTER, OK 74502

(Published in the McAlester News-Capital on April 23rd, 2017.)

CITY OF MCALESTER

NOTICE OF HEARING ON PETITION TO CLOSE PUBLIC WAY OR EASEMENT
NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, May 16, 2017 at 6:30 p.m. concerning an application filed requesting the closing of the following public ways or easements:

The Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, In Pittsburg County, State of Oklahoma.

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

FURTHER NOTICE IS HEREBY GIVEN to all property owners and residents of the City of McAlester, that if the Tuesday, May 16, 2017 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the May 16, 2017 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, June 20, 2017 McAlester Planning Commission meeting at 6:30 p.m.

/S/Cora Middleton, City Clerk

Date:04/19/17



City of McAlester

Community & Economic Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

April 28, 2017

RE: V.E. Case #151

Dear Property Owner:

An application has been filed with the Community and Economic Development Department, City of McAlester requesting the closing of the following easement:

The Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, May 16, 2017 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written responses should be received by Tuesday, May 9, 2017.

Please be advised that if the Tuesday, May 16, 2017 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the May 16th Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the May 16th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, June 20, 2017 McAlester Planning Commission meeting at 6:30 p.m.

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

Sincerely,

Jayme Clifton
Planning Technician

Attachment(s): Area of Request Map & Site Location Map

cc: John Browne, Mayor
Cully Stevens, 2nd Ward Councilman
Mark Emmons, Planning Commission Chairman

Planning Director
(918) 423-9300 ext. 4951

James Schultz - Code Enforcement Inspector
(918) 423-9300 ext. 4986

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

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

Jayme Clifton - Executive Asst./Planning Tech
(918) 423-9300 ext. 4984

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987



FOR SALE SOLD
9.5
• ZONED COMMERCIAL
• UTILITIES ON SITE
• HIGHWAY FRONTAGE
Call CULLY STEVENS 98-424-1391
www.fishersrealty.com

RE-ZONING NOTICE
THIS PROPERTY IS THE SUBJECT
OF A RE-ZONING
APPLICATION
FILED WITH THE
PLANNING BOARD
ON 4/18/17
FOR RE-ZONING
FROM A-1 TO C-1
THE PLANNING BOARD
HEARING WILL BE HELD
ON 5/1/17 AT 7:00 PM
AT THE PLANNING BOARD
HEARING ROOM
1000 N. ALBANY ST.
FISHERS, IN 46033

04/28/2017

INTER-OFFICE MEMORANDUM

Date: April 24, 2017

To: Jayme Clifton – Planning Technician, Community and Economic Development

From: Kevin Hardwick – Senior Engineer Technician, Engineering Department

RE: Request for Closing – V.E. Case #151

.....

Please be advised that the City of McAlester Engineering Department has reviewed the request to close the following public ways or easements:

The Easement that lies in the westerly 30 feet of the Southerly 182.39 feet of Lot 68, in Townsite Addition No. 4, Pittsburg County, State of Oklahoma.

The City has a sanitary sewer and a water main in this portion of the proposed closure. I consulted with the City Attorney and he agreed that the City has a prescriptive easement for the sanitary sewer and water main. Therefore, the City of McAlester Public Works Department requests if this Easement is closed, that the sewer and water easements be left accessible for future maintenance and repair, of no less than 30 feet. If you or the Planning Commission has any questions regarding this matter, please feel free to contact my office at 918-423- 9300, ext. 4994.



Pat Mason, Manager
Engineering/ROW

AT&T Oklahoma
7001 NW 23rd Street
Room 306
Bethany, OK 73008

T: 405.291.6755
F: 405.491.7440
pm8484@att.com

**Community & Economic
Development Department**

APR 28 2017

Received

April 25, 2017

Jayme Clifton – Planning Technician
Community and Economic Development
City of McAlester
P O Box 578
McAlester, OK 74502

Re: Request for Closing – V.E. Case #151

Dear Jayme:

In response to your notice regarding the referenced matter, Southwestern Bell Telephone Company ("SWBT") does not object to closing the streets or easements described as:

"The Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of US Highway No. 69; and the Southerly 30 feet of Lot 68; and the Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and the Westerly 30 feet of the Southerly 180.99 feet of Lot 68; in Townsite Addition No. 4, Pittsburg County, State of Oklahoma.

Thank you for your assistance, and please do not hesitate to call our engineer for this area, Ronnie Gragg, with any questions or concerns. He can be reached at (918) 423-9987.

Yours truly,

Pat Mason

c: Ronnie Gragg, Manager OSP Plng & Engrg Design

From: Mark Payton III [mailto:mfpayton@aep.com]
Sent: Wednesday, April 26, 2017 2:12 PM
To: Jayme Clifton <jayme.clifton@cityofmcalester.com>
Cc: Tyler H Devereux <thdevereux@aep.com>; Todd W Monks <twmonks@aep.com>; Rick Knell <rdknell@aep.com>; Barry G Smith <bgsmith@aep.com>; Clint Mahan <cmmahan@aep.com>
Subject: RE: VE #151 Request for Closing -- PITTSBURG COUNTY

Dear Mr. Clifton:

Public Service Company of Oklahoma has no objection to the street closure as shown by the attachments to your message of April 19, 2017, concerning:

The Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

If you have any questions, comments or need anything further, please don't hesitate to contact me.

Mark F. Payton III
AEP/Public Service Company of Oklahoma
P.O. Box 201, GO-3C
Tulsa, Oklahoma 74102-9988
Phone: (918) 599-2272
Fax: (918) 599-3226
mfpayton@aep.com

The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

BURGESS, BURGESS, BURGESS & HIGHTOWER

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

BILL W. BURGESS, JR.
BRAD W. BURGESS
SYLVIA M. BURGESS
M. MONTY HIGHTOWER

21 N.W. 44TH STREET, SUITE 201
LAWTON, OKLAHOMA
73505
TELEPHONE 580-355-8920
FAX 580-355-8999
e-mail: legal@burgess-hightower.com

Community & Economic
Development Department

MAY 02 2017

Received

April 28, 2017

Community of Economic Development
P.O. Box 578
McAlester, Oklahoma 74502

RE: Community of Economic Development v. CenterPoint
BLF No. 379-1246

Dear Community of Economic Development:

This letter is to advise you that I represent CenterPoint in the above reference matter. This will serve as my Entry of Appearance. My understanding is that CenterPoint has facilities within the section line described in the petition and notice of hearing.

Thank you for your cooperation. If you have any questions, please advise.

Sincerely,



Brad Burgess

BB:jf

From: Brad Burgess [mailto:brad@burgess-hightower.com]
Sent: Friday, May 12, 2017 2:16 PM
To: Jayme Clifton <jayme.clifton@cityofmcalester.com>
Cc: Dylan Rogers <dylan.rogers@centerpointenergy.com>
Subject: Community & Economic Development- McAlester

Jamie:

I have been advised by the engineering department at CenterPoint that the company will need to maintain a utility easement along the west side of the property which is the subject of the closure. CenterPoint believes that it has a gas main which may be in conflict with the closure request. I have attached a drawing from the engineering department which shows the gas main as to Berry Patch Road and the west section of the closure. CenterPoint needs to be able to maintain this gas main.

Thank you for your cooperation. If you have any questions, please advise.

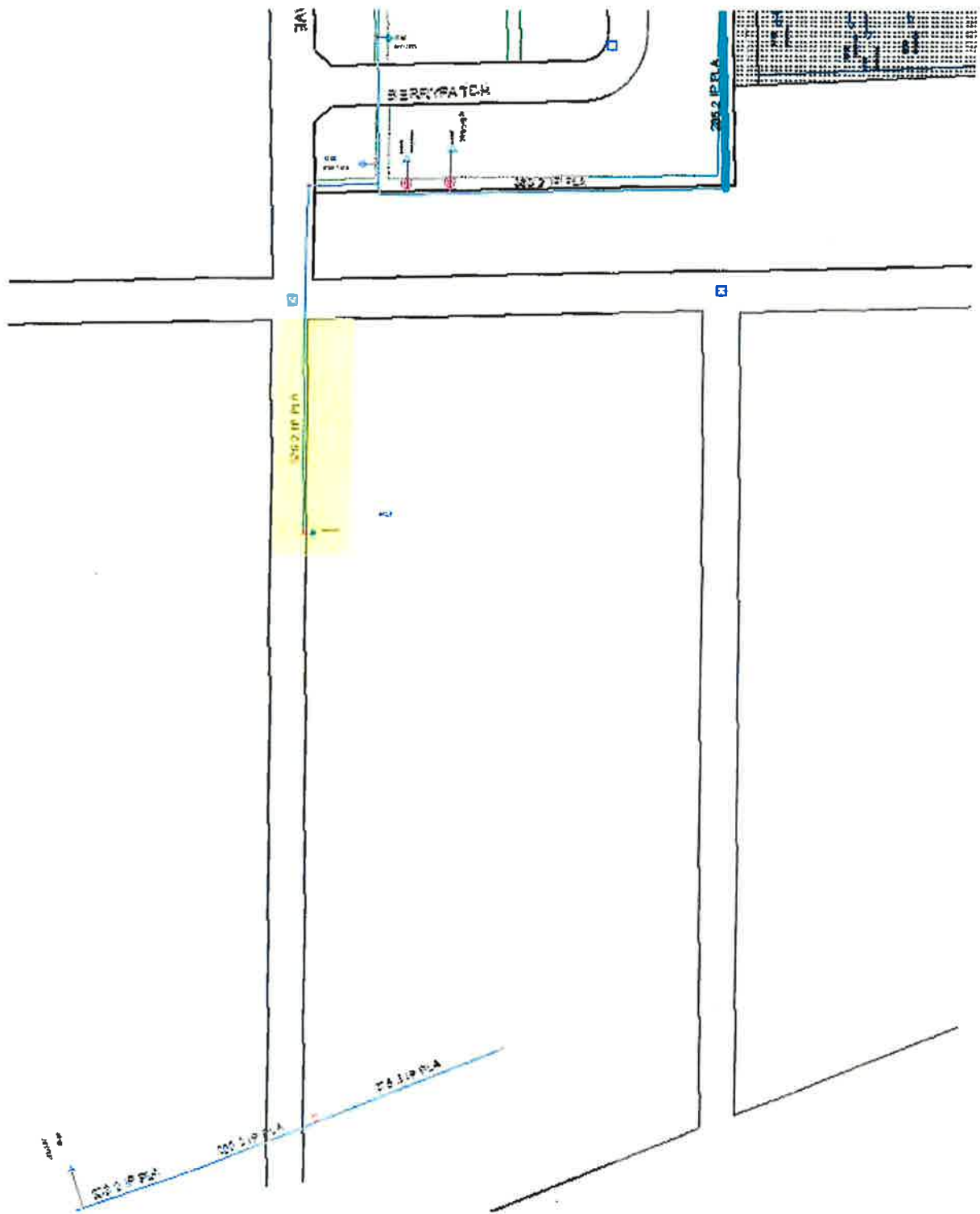
Sincerely,

BB

Brad Burgess
Burgess & Hightower Law Firm
21 NW 44th Street Ste 201
Lawton Oklahoma 73505
Phone: 580.355.8920
Fax: 580.355.8999

CONFIDENTIALITY NOTICE:

THIS MESSAGE AND ANY ATTACHMENTS MAY CONTAIN INFORMATION THAT IS HIGHLY CONFIDENTIAL, PRIVILEGED AND EXEMPT FROM DISCLOSURE. ANY RECIPIENT OTHER THAN THE INTENDED RECIPIENT IS ADVISED THAT ANY DISSEMINATION, DISTRIBUTION, COPYING OR OTHER USE OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY. THANK YOU.



Al & Lona Horton
2512 Hardy Springs Road
McAlester, OK 74501
918-423-6086

Community & Economic
Development Department

MAY 10 2017

Received

May 8 2017

City of McAlester
Community & Economic Development
P.O. Box 578
McAlester, OK 74502

RE: V.E. Case #151

Dear Sir:

Our property backs up to Ten Springs Avenue. We have gone to considerable expense to build an access road with culverts to the back of our property so that we are able to mow. We are also concerned about the control of water runoff in this area. When the Choctaw Clinic was built, it caused damage from water runoff on our property which the Choctaw Nation had to repair.

It is our understanding that this would affect 3 or more families in our area. If you intend to build a road through this area where we would still have access to the back of our property then we have no objection to this proposal. We do not want to lose access to our property.

Sincerely,



Al J. Horton

City of McAlester

May 9, 2017

Community & Economic Development

11 St & Washington

PO Box 578

Subject: VE Case #152

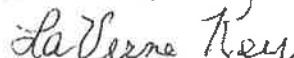
We received your information in regard to VE Case #151.

We are the owners of the property of Lot 70. Due to concerns about accessing our property on Lot 70, we object to the closing of the easements at the Easterly 30 feet of the Southerly 182.39 feet of the Lot 68.

We may not be available on the evening of May 9, 2017 at 6:30 p.m.

Sincerely,


Jammie Key


LaVerne Key Trust

707 South Richmond Ave.

Tulsa Okla 74112-4115

Community & Economic
Development Department

MAY 11 2017

Received

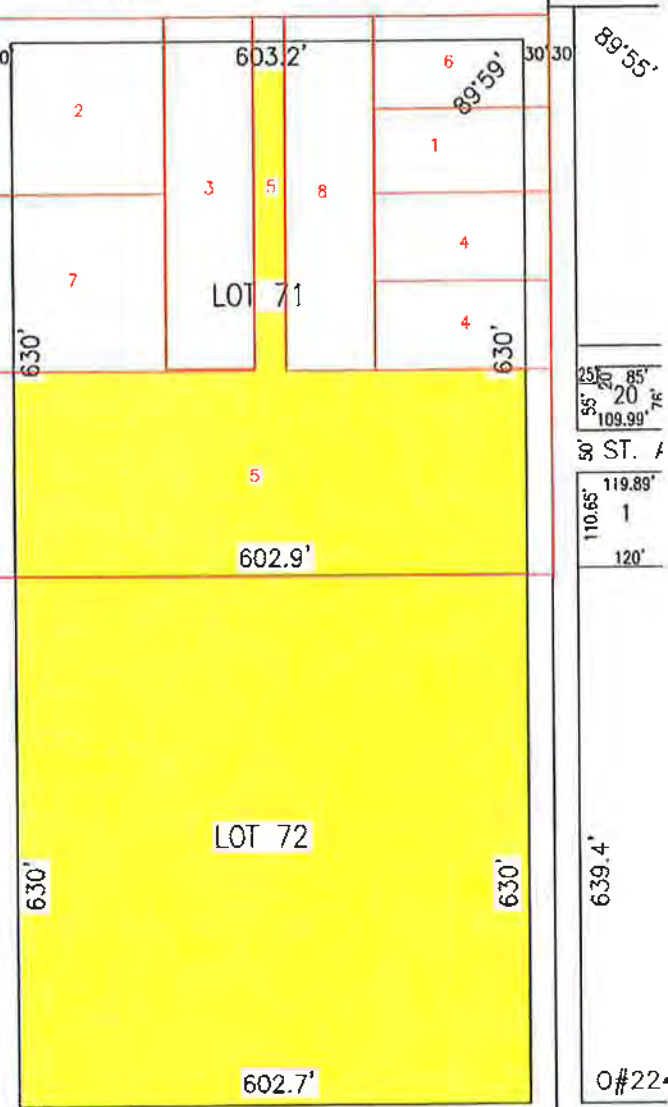
O#1387

REYNOLD'S ACRES

135'	7	8	9	10	11	135'
130'		90'	90'	90'	90'	140'

80'	7	90'	90'	6	9	110'
80'	8	135'	145'	90'	7	8
				140'		140'

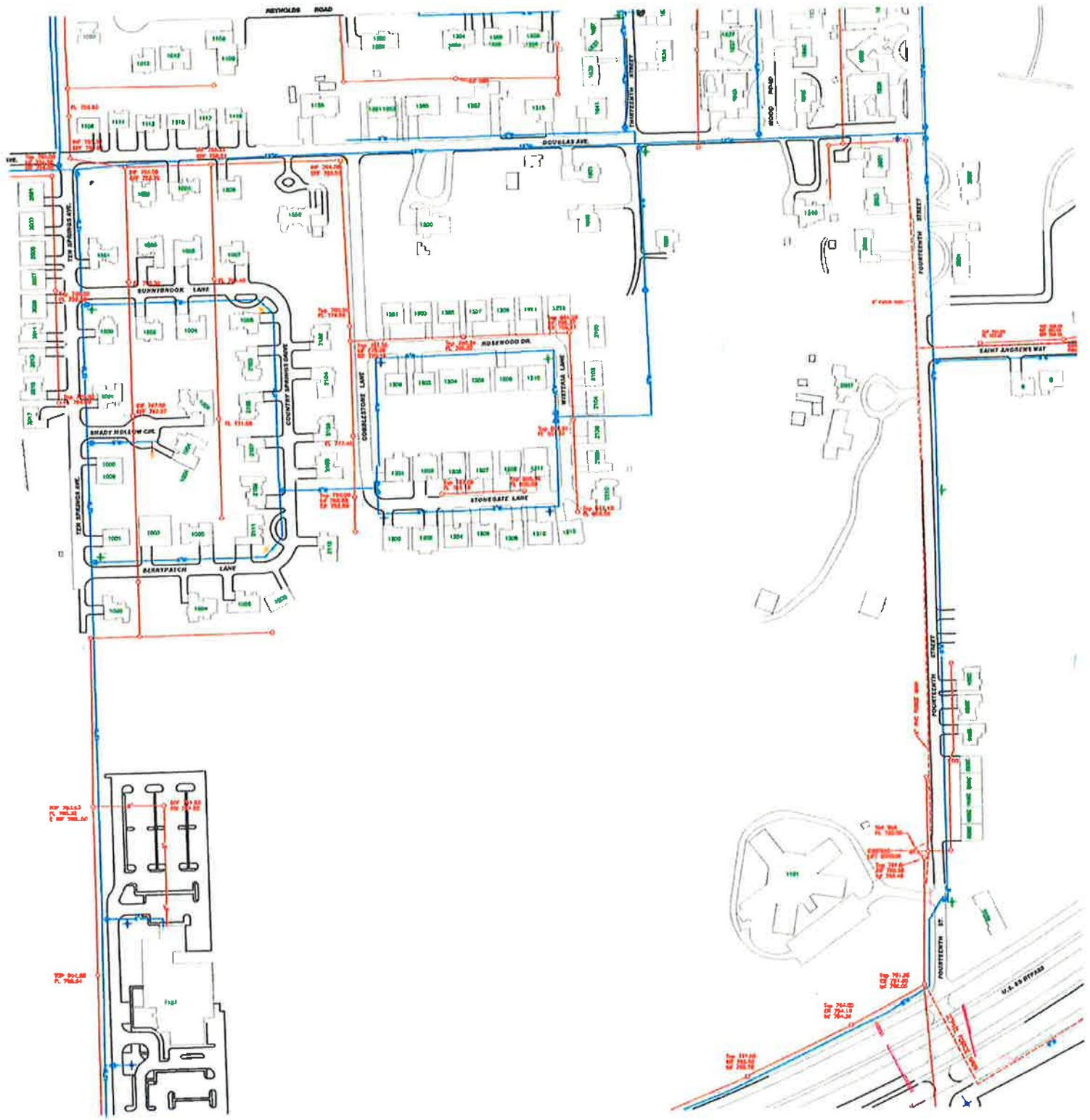
NUE

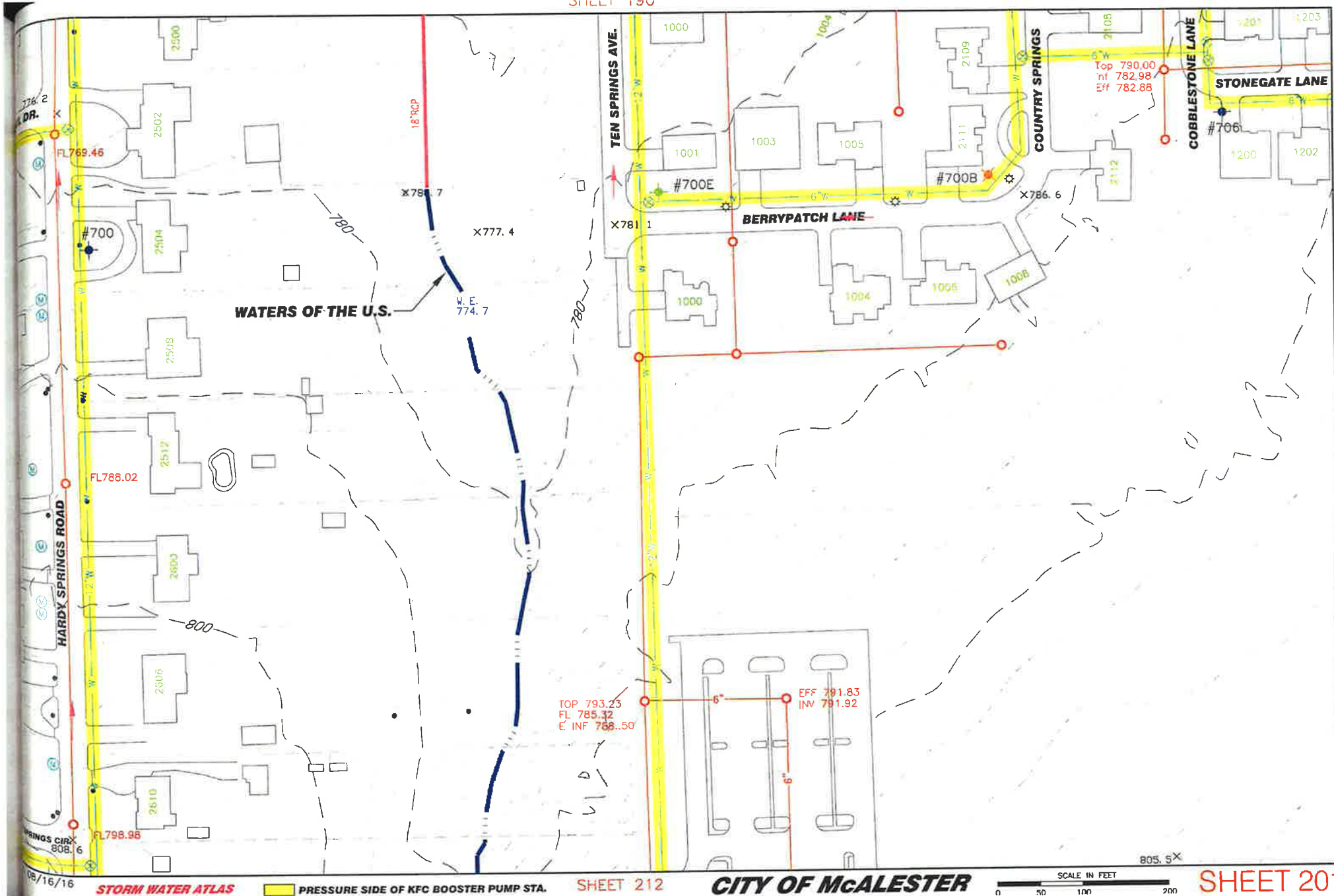


ADDITION

NO. 4









McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: 7
Department: Finance
Prepared By: Toni Ervin, Chief Financial Officer Account Code: _____
Date Prepared: June 16, 2017 Budgeted Amount: _____
Exhibits: _____

Subject

Discussion and update on Financials.

Recommendation

Discussion.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

mel Cuddy Hem

Date

6/22/17

City of McAlester

Financial Summary as of May 31, 2017

Percentage of year complete: 91.67%

GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 918,300	\$ 918,300	\$ 918,300	
REVENUES	12,604,430	12,644,430	11,537,427	91.25%
EXPENDITURES	(13,694,882)	(14,014,826)	(12,176,329)	86.88%
REVENUES OVER (UNDER) EXPENDITURES	\$ (1,090,452)	\$ (1,370,396)	\$ (638,902)	
TRANSFERS IN	\$ 1,907,147	\$ 2,143,444	\$ 1,600,822	74.68%
TRANSFERS OUT	(816,695)	(970,738)	(931,848)	95.99%
NET TRANSFERS	\$ 1,090,452	\$ 1,172,706	\$ 668,974	
INCREASE (DECREASE) TO BALANCE	\$ -	\$ (197,690)	\$ 30,072	
ENDING BALANCE	\$ 918,300	\$ 720,610	\$ 948,372	

MPWA FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE (estimated)	\$ 771,834	\$ 771,834	\$ 771,834	
REVENUES	8,752,134	9,028,431	7,906,310	87.57%
EXPENDITURES	(6,832,487)	(6,957,287)	(5,747,243)	82.61%
REVENUES OVER (UNDER) EXPENDITURES	\$ 1,919,647	\$ 2,071,144	\$ 2,159,067	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(2,162,101)	(2,478,398)	(1,935,776)	78.11%
	\$ (2,162,101)	\$ (2,478,398)	\$ (1,935,776)	
INCREASE (DECREASE) TO BALANCE	\$ (242,454)	\$ (407,254)	\$ 223,291	
ENDING BALANCE	\$ 529,380	\$ 364,580	\$ 995,125	

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS -06/2017

Analysis A - These numbers are calculating by evenly dividing budgets and multiplying projections. (ie: 9 months divided by 12)

			Budget for year	YTD Collections JUNE 2017	% of the year complete (12/12)	Projected Year End	Budget less Projected	Budget (12/12)	Projected Annual Difference (over budget)
01	General	2 cents	8,041,680	7,524,277	1.0000	7,524,277	517,403	8,041,680	517,403
26	Educational	0.25cent	1,005,210	940,535	1.0000	940,535	64,675	1,005,210	64,675
30	Economic Development	0.25cent	1,005,210	940,535	1.0000	940,535	64,675	1,005,210	64,675
38	Dedicated Sales Tax	1 cent	4,020,840	3,762,139	1.0000	3,762,139	258,701	4,020,840	258,701
			14,072,940	13,167,485		13,167,485	905,455		905,455

Analysis B - These numbers are calculating by using three year average numbers for percentage of year completion on total collections and

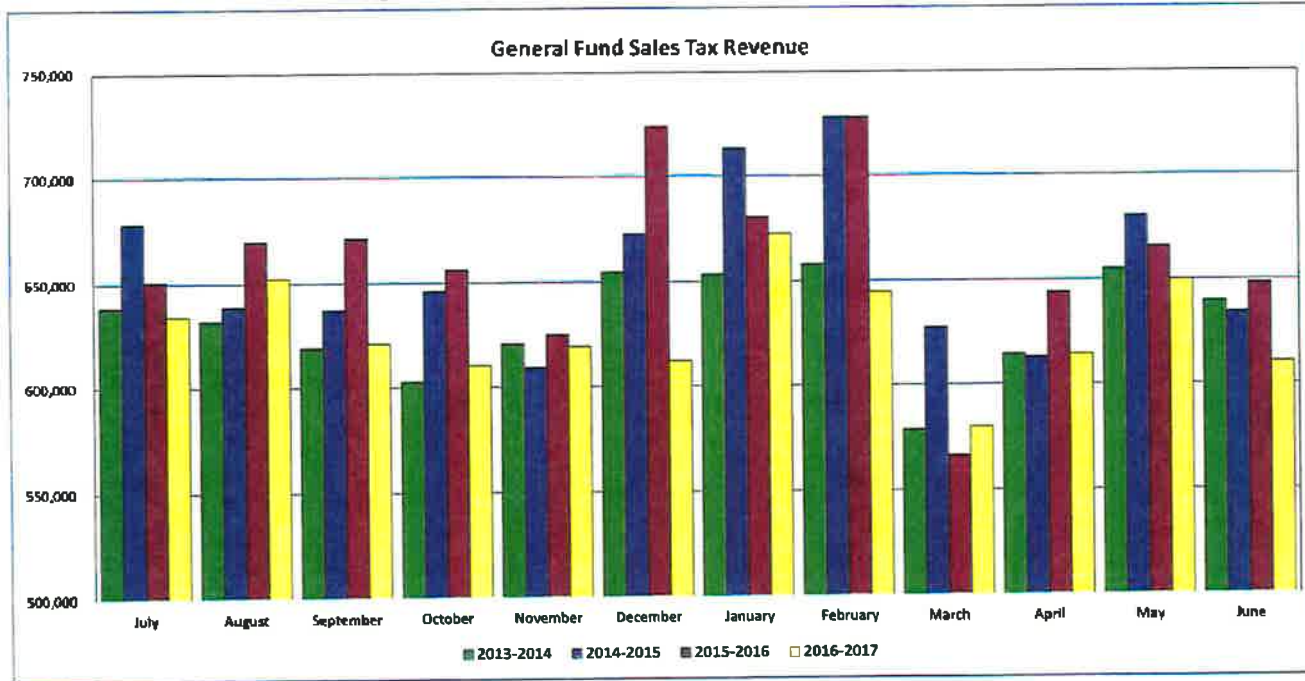
			Budget for year	YTD Collections JUNE 2017	% of year collected (3 yr average)	Projected Year End	Budget less Projected	Budget per 3 year average	Projected Annual Difference (over budget)
01	General	2 cents	8,041,680	7,524,277	1.0000	7,524,277	517,403	8,041,680	517,403
26	Educational	0.25cent	1,005,210	940,535	1.0000	940,535	64,675	1,005,210	64,675
30	Economic Development	0.25cent	1,005,210	940,535	1.0000	940,535	64,675	1,005,210	64,675
38	Dedicated Sales Tax	1 cent	4,020,840	3,762,139	1.0000	3,762,139	258,701	4,020,840	258,701
			14,072,940	13,167,485		13,167,485	905,455		905,455

Current Year - General Fund Collections

Collections Average based on General Fund Only

	2013-2014	%of year	2014-2015	%of year	2015-2016	%of year	3 yr average
634,582 JUL	638,883	0.0844	678,826	0.0861	651,128	0.0821	0.0842
652,685 AUG	632,369	0.0835	639,149	0.0811	670,479	0.0845	0.0830
621,415 SEP	619,254	0.0818	637,490	0.0809	671,817	0.0847	0.0824
610,556 OCT	602,907	0.0796	646,480	0.0820	656,874	0.0828	0.0815
619,561 NOV	621,063	0.0820	609,468	0.0773	625,417	0.0788	0.0794
612,319 DEC	655,147	0.0865	673,245	0.0854	724,299	0.0913	0.0877
672,962 JAN	653,898	0.0864	713,781	0.0905	681,093	0.0858	0.0876
644,877 FEB	658,527	0.0870	728,463	0.0924	728,461	0.0918	0.0904
579,901 MAR	578,831	0.0765	627,860	0.0796	566,427	0.0714	0.0758
614,491 APR	614,862	0.0812	613,352	0.0778	644,363	0.0812	0.0801
650,320 MAY	655,718	0.0866	680,791	0.0864	666,458	0.0840	0.0856
610,608 JUN	639,904	0.0845	634,765	0.0805	648,722	0.0817	0.0823
7,524,277	7,571,364	100%	7,883,669	100%	7,935,538	100%	

City of McAlester: Financial Update

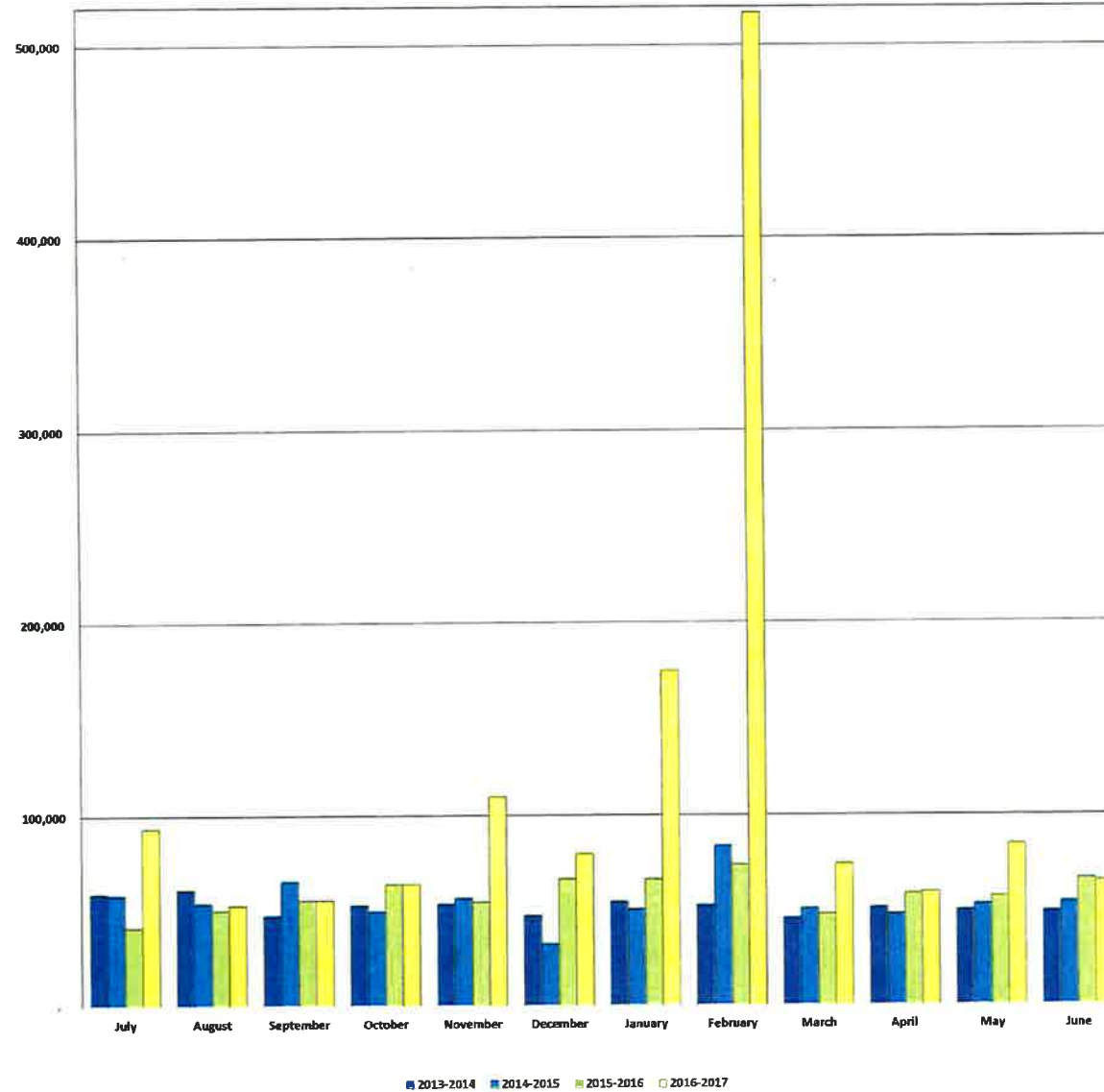


GENERAL FUND - SALES TAX REVENUE

Month	Year - to - Date Comparison			
	2013-2014	2014-2015	2015-2016	2016-2017
July	638,883	678,826	651,128	634,582
August	632,369	639,149	670,479	652,685
September	619,254	637,490	671,817	621,415
October	602,907	646,480	656,874	610,556
November	621,063	609,468	625,417	619,561
December	655,147	673,245	724,299	612,319
January	653,898	713,781	681,093	672,962
February	658,527	728,463	728,461	644,877
March	578,831	627,860	566,427	579,901
April	614,862	613,352	644,363	614,491
May	655,718	680,791	666,458	650,320
June	639,904	634,765	648,722	610,608
	<u>7,571,363</u>	<u>7,883,669</u>	<u>7,935,538</u>	<u>7,524,277</u>

GENERAL FUND REVENUES

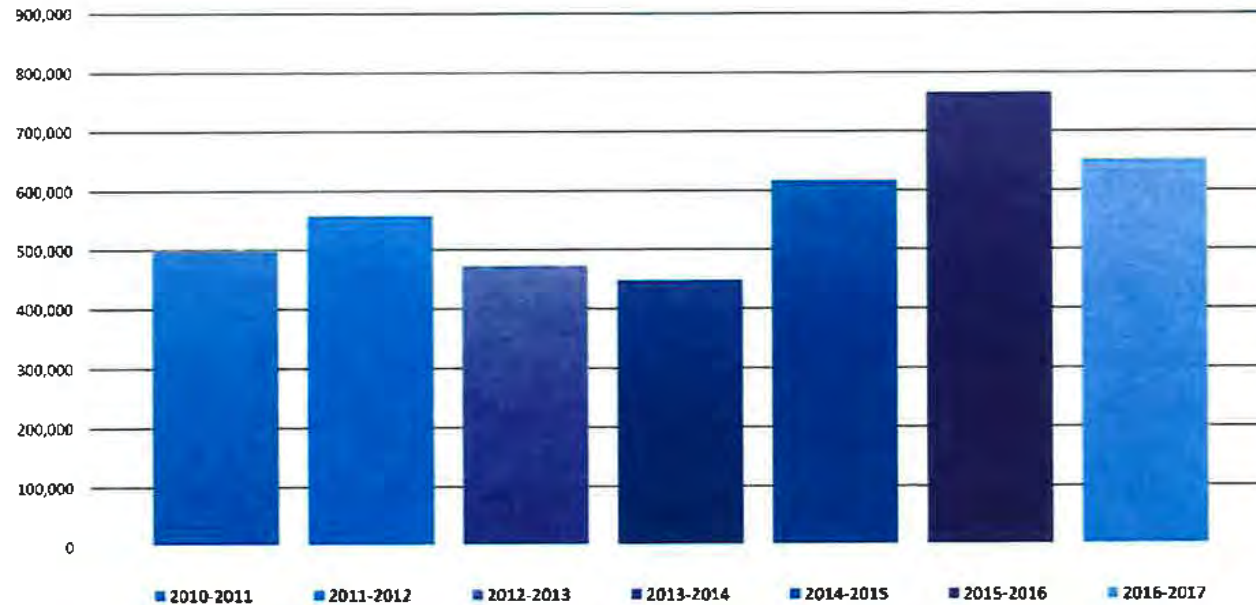
Use Tax



USE TAX	2013-2014	2014-2015	2015-2016	2016-2017
July	59,313	61,443	47,849	93,558
August	47,849	65,698	55,845	55,740
September	53,232	49,936	64,231	64,099
October	53,959	56,840	54,870	109,807
November	47,665	32,844	66,743	79,892
December	54,984	50,932	66,517	174,928
January	53,026	83,901	74,096	516,781
February	46,178	51,167	48,228	74,318
March	51,593	48,362	58,857	59,681
April	50,255	53,266	57,400	84,754
May	49,519	54,575	65,519	65,206
June				
	629,114	660,283	705,448	1,431,842

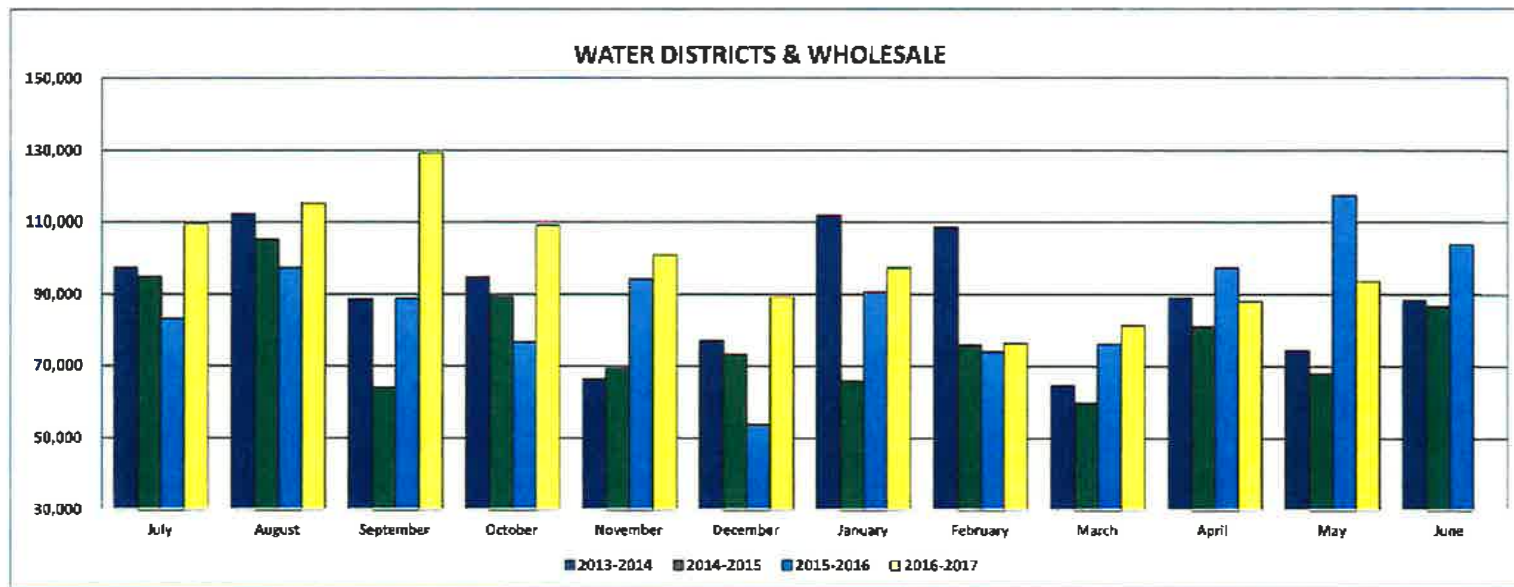
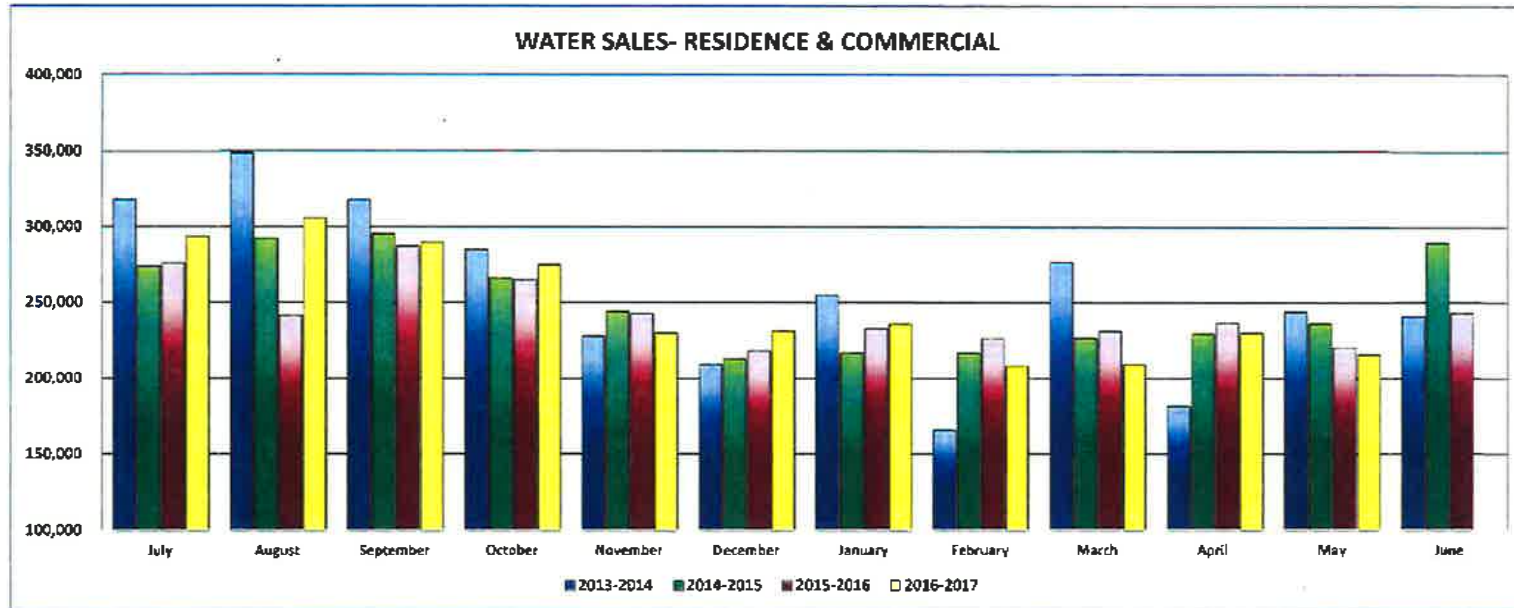
City of McAlester: Financial Update

History of Hotel Tax



Hotel Tax History							
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
July	41,808	51,479	42,518	36,366	40,779	75,703	68,325
August	31,322	51,651	37,639	39,389	38,731	78,517	57,886
September	34,961	49,772	41,859	37,274	39,498	64,706	50,314
October	44,785	48,594	39,571	39,880	38,196	75,592	53,428
November	42,862	49,167	51,147	40,694	70,340	74,663	54,886
December	43,457	46,855	31,705	38,115	46,907	64,865	52,584
January	35,259	37,742	37,256	30,789	50,273	49,104	34,355
February	34,975	44,998	37,529	32,891	54,257	47,303	53,708
March	35,203	45,366	39,148	34,033	53,515	56,515	44,140
April	54,325	45,655	40,564	39,306	60,374	62,866	64,829
May	41,785	42,900	36,629	39,189	55,799	53,236	56,182
June	57,001	43,870	36,575	40,521	68,749	63,718	62,391
	497,743	558,049	472,140	448,446	617,416	766,788	653,027

MPWA REVENUES 2016-2017



CITY OF MCALESTER
TREASURY REPORT

MAY 2017

BANK/AGENCY	BALANCE 5/30/2017	HIGHEST BALANCE OF MONTH
FIRST NATIONAL BANK:		
POOLED CASH	\$ 11,801,628	\$ 12,635,267
PAYROLL	10,019	100,569
NON UNIFORM COUNCIL	2,905	2,905
2003 A BOND EDUCATIONAL	148,333	148,333
2003B/2004 ECONOMIC DEV	193,223	193,223
STATE FORFIETURE (PD REVOLVING EVIDENCE)	52,805	52,805
EMERGENCY FUND ACCOUNT	2,824,446	2,824,446
ECONOMIC DEVELOPMENT	211,443	211,443
WORKER'S COMP	25	3,766
 CD - Emergency -#73557	 875,370	 875,370
CD - CIP -#73556	323,506	323,506
CD -ECON DEV #73558	547,106	547,106
CD - 73927	250,216	250,000
TOTAL	\$ 17,241,025	\$ 18,168,739
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(18,528,018)	(18,528,018)
 (OVER)/UNDER PLEDGED	 \$ (1,786,993)	 \$ (859,279)

GENERAL FUND - CLAIM ON POOLED CASH =	<u>\$1,103,986</u>
MPWA - CLAIM ON POOLED CASH =	<u>\$947,368</u>



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: 8
Department: City Council
Jason Barnett,
Prepared By: Councilman Ward 6 Account Code: _____
Date Prepared: June 21, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Discussion of McAlester Code of Ordinances Sec. 102-112, Ordinance 2137, Operation of Golf Carts on City Streets.

Recommendation

Discussion.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

Melinda Acun

6/22/17

ORDINANCE 2137

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF McALESTER BY ADDING A SECTION TO BE NUMBERED 102-97 PROVIDING FOR GOLF CARTS ON CITY STREETS AND ALLEYS, PROVIDING FOR AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McALESTER that:

SECTION 1: The Code of Ordinances of the City of McAlester is hereby amended by adding a section, to be numbered 102-97, which reads as follows:

Section 102-97

Operation of Golf Carts on City Streets

A. Golf carts may be operated on the streets and alleys of the City with the following restrictions:

- (1) The operation of golf carts are confined to travel to and from the golf course. (Thunder Creek Golf Course not included)
- (2) The operator of the golf cart must have and be in his possession a valid vehicle drivers license.
- (3) All operation on city streets and/or alleys must occur during daylight hours.

B. It shall be unlawful for golf carts to be driven on any city street or alley other than as authorized in "A" of this section.

SECTION 2: Emergency Clause

That an emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof it is necessary that this Act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 24th day of July, 2001.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

(SEAL)

By Dale Covington
Dale Covington, Mayor

ATTEST:

Bobbie Lanz
Bobbie Lanz, City Clerk

Approved as to form and legality this 24th day of July, 2001.

By Wesley Brown
Wesley Brown, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date:	June 27, 2017	Item Number:	9
Department:	Community & Economic Development		
Prepared By:	Jayne Clifton	Account Code:	N/A
Date Prepared:	June 16, 2017	Budgeted Amount:	N/A
		Exhibits:	3

Subject

Consider and act upon, to approve the selection of Guernsey as the most suitable firm for the update of the City of McAlester Comprehensive Plan and to authorize staff to begin negotiations with Guernsey for the efforts of negotiating a contract for review, consideration, and approval by the Council.

Recommendation

Motion to approve the selection of Guernsey as the most suitable firm for the update of the City of McAlester Comprehensive Plan and to authorize staff to begin negotiations with Guernsey, for the efforts of negotiating a contract for review, consideration, and approval by the Council.

Discussion

A Request for Proposal (RFP) was issued by the City of McAlester on January 25, 2017. The scope of services requested in the RFP was developed by City staff from reviewing other communities. The updated Comprehensive Plan is envisioned as both a physical plan and policy guide for staff and decision makers regarding future development in McAlester over the next 15 years. The project timeframe developed for the Comprehensive Plan Update was as follows:

January 25, 2017	RFP Released
February 17, 2017	Questions due to the City
March 17, 2017	Deadline for submission of RFP Responses
April 2017	Proposal Evaluation and Interviews
May 2017	Contract Negotiations and Contract Award by City Council
June 2017	Kick Off Meeting on Planning Effort
August 2018/November 2018	Target date for Completion (15 to 18 Months)

City staff contacted the Oklahoma Municipal League (OML) and the Oklahoma Chapter of the American Planning Association (OKAPA), in addition to a thorough search of planning firms that had developed comprehensive plans in various other comparable cities throughout Oklahoma. The goal was to develop a target list of planning firms that had experience in comprehensive planning of which to send an invitation to the RFP. City staff sent out 19 invitations and had the APA and OKAPA place an announcement about our RFP on their website. In all, the RFP was requested by and distributed to 20 professional firms that had the qualifications and experience to develop a Comprehensive Plan. The City received a total of five RFP responses in February 2017, including those from Crafton Tull, Freese & Nichols, Inc., C.H. Guernsey & Company, Half Associates,

Inc., and Institute for Building Technology & Safety (IBTS).

A Selection Committee was organized to manage and oversee the review of the proposals and the selection of a firm. The make-up of the Selection Committee consisted of five members from the City of McAlester Planning Commission—Mark Emmons, Primus Moore, Carl Gullick, Steve Cox, and Frank Phillips.

The committee reviewed the five RFP responses received by utilizing a selection criterion matrix on the evaluation criteria set forth in the RFP document and evaluating the fee statement structures proposed by the respondents. Initially, the committee narrowed the list of consultants to three firms. After further review, the committee determined to invite one firm to McAlester for a visit. Guernsey visited with the Selection Committee and City Staff in May 2017, and provided a formal presentation of their RFP response which was then followed by a question and answer session with the Selection Committee and City Staff.

Based on the project approach, documents provided, analysis of the qualifications, and cost-effectiveness through the input received the Selection Committee recommended Guernsey to the Planning Commission at the regular meeting on May 18, 2017. The Planning Commission approved the recommendation with a unanimous vote (8 Yes 0 No) for the selection of Guernsey as the most suitable firm for the update of the City of McAlester Comprehensive Plan.

The City of McAlester has budgeted for FY 2017-2018 the following:

- Planning Consultants (01-5652302) - \$45,000.00
- Economic Development Consultants (30-5652302) - \$115,000

Attachments:

1. Summary of Scope of Work from the Comprehensive Plan Update RFP
2. Table of Responses to RFP & Fee Statements
3. Excerpts from Guernsey's Comprehensive Plan Update RFP Response

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	J. Clifton	
City Manager	P. Stasiak <i>pkhuddy ACM</i>	<i>6/22/17</i>

McAlester Planning Commission Minutes
Tuesday, May 16, 2017 Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1

Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:31 P.M. Roll was called and a quorum was present.

Commissioners Present: 8

Mark Emmons	Justin Few	Carl Gullick	Susan Kanard
Tony Korp	Frank Phillips	Karl Scifres	Karen Stobaugh

Commissioners Absent: 3

Steve Cox	Primus Moore	Chris Taylor

Item 2

Approval of the Minutes from April 18, 2017

Minutes from April 18, 2017 were not yet provided to the Commission for approval.

GENERAL BUSINESS:

Item 3

Public Hearing: Discussion and action on V. E. #151, a request to close the easement that lies in the Northerly 30 feet of Lot 92; and The Easterly 30 feet of Lot 92 lying North of U.S. Highway No. 69; and the Southerly 30 feet of Lot 68; and The Easterly 30 feet of the Southerly 182.39 feet of Lot 68; and The Westerly 30 feet of the Southerly 180.99 feet of Lot 68; In Townsite Addition No. 4, in Pittsburg County, State of Oklahoma.

Chairman Emmons opened the item for discussion at 6:32 P.M. Jayme Clifton, Director of Community Development, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference. AEP/Public Service Company of Oklahoma and AT&T responded in writing that they had no objection to the closure. Both the City of McAlester Engineering/Public Works Department and CenterPoint reported they had utilities in the easement and both requested, by prescriptive easement, that the utility easements remain accessible for future maintenance. Mrs. Clifton pointed out that two property owners had submitted their objections in writing. Staff recommended at minimum that the applicants request to close the easement that lies in the Westerly 30 feet of the Southerly 180.99 feet of Lot 68, be granted subject to a special condition that a utility easement was maintained for existing utilities. She requested the Commission determine the appropriate action concerning the Easterly 30 feet of the Southerly 182.39 feet of Lot 68; The Westerly 30 feet of the Southerly 180.99 feet of Lot 68.

Blake Lynch of Wagner & Lynch, counsel for the applicant Choctaw Nation of Oklahoma, provided a summary of the Nation's property ownership in the area and anticipated expansion of existing services. Mr. Lynch stated there was no objection to easements for the existing utilities. He stated for property owners in opposition, the requested closing would not affect access to their property because 30 feet of the total 60 feet easement would remain open, the application was for the 30 feet adjoining Choctaw Nation's property. Mr. Lynch pointed out that narrow roadways were common in the described area and that additional access from other directions were available for Lot 66 and Lot 70. He accounted previous corrective action Choctaw Nation took to remedy problems with storm water runoff and maintained the same could be done for future developments, though consideration for it was not included in the application to close but would be in later building processes. Commissioners Korp, Gullick, and Few requested clarification of the surrounding property owned by Choctaw Nation. Mr. Lynch answered them with descriptions of property

previously owned and property recently purchased from Union Ironworks. There were no other comments or questions for Mr. Lynch. Chairman Emmons asked if anyone else wished to speak in favor of or in opposition the item.

Randel Manry of 1000 Berrypatch Lane and Jerry Matthews of 1001 Berry Patch Lane, came forward and expressed concerns about the zoning of commercial property adjoining residential. Mrs. Clifton verified the property was zoned commercially as C-5. Chairman Emmons stated his belief the property had been zoned C-5 for 12 to 15 years due to the previous developer's plans to improve with residential neighborhood and a shopping center.

Kendall Young, 2508 Hardy Springs Road, stated he had concerns with drainage and with access to his property he co-owned with Al Horton. Chairman Emmons explained required drainage plans during the building permitting process. He then requested clarification on the location of the driveway. Mr. Young described 4-5 feet of water in his backyard and provided the developments of his driveway that neighbors Mr. Manry's house.

Jimmy Camp came forward, on behalf of his father-in-law Al Horton, and stated Mr. Horton's concerns were the same as stated by Mr. Young. Mr. Camp stated the access and maintenance of their road was shared with Mr. Young. He maintained that if Mr. Young sold his property that Mr. Horton would then be required to extend a road from Ten Springs Avenue to the property in the road easement. After discussion between Chairman Emmons, Mr. Lynch, Mr. Camp and Mr. Young about the driveway location, Mr. Lynch then announced he and the property owners discovered closing of Westerly 30 feet of Lot 68 would not affect the driveway used by the property owners in Lot 66 and the remaining 30 feet would allow room for the driveway to be extended should Mr. Young sell his property. Chairman Emmons inquired if Manry's driveway was affected. Mr. Manry confirmed his paved drive did not extend south of their fence or property line.

Chairman Emmons asked if any others wished to speak. Commissioners Few and Phillips inquired about the Easterly portions and the Key's concerns. Chairman Emmons said it was the same situation as the Westerly portion and the property owners would still have 30 feet beginning from either Cobblestone Lane or the highway service road. Chairman Emmons asked if anyone else wished to speak in favor of or in opposition the item.

Chairman Emmons closed discussion on the matter at 6:35 P.M. and called for a motion. Commissioner Gullick motioned to approve the applicants request to close subject to a special condition an easement be maintained for existing utilities. The motion was seconded by Commissioner Korp. Chairman Emmons asked if there were any comments from the Commission. There were none, and roll was called.

The vote was 8-0

AYE: Scifires, Stobaugh, Phillips, Few, Gullick, Kanard, Korp, Emmons

NAY: None

The motion carried.

Item 4

Discussion and action on the Comprehensive Plan Update Subcommittee's recommendation as to the proposals received in response to the RFP and to make recommendations to the McAlester City Council.

Chairman Emmons opened the item for discussion and action at 7:10 P.M. and briefly discussed the need for a Comprehensive Plan every ten years. He then described the Selection Committee's process of choosing a firm from the five proposals received in the RFP process. Commissioner Phillips described the individual scoring of the proposals

performed by the Selection Committee members, interpreted the scoring process, and that Guernsey stood out from the other firms. Mrs. Clifton detailed the reference checks performed and the subsequent visit by Guernsey.

Chairman Emmons then imparted the Selection Committee's recommendation of Guernsey and requested the Commission make recommendation of the same to the City Council. There was discussion on the importance of the Planning Commission being closely involved and engaged in the process once it began. Commissioner Stobaugh requested a timeline. Mrs. Clifton referenced a timeline from Guernsey that showed 15 to 18 months. Chairman Emmons recounted experiences from the 1996 Comprehensive Plan, the abrupt passing of the project manager, and then shared the many resources Guernsey proposed to use. He then explained McAlester's unique items that were addressed by Guernsey in their proposals. Mrs. Clifton clarified Guernsey's submission of City of Enid's and City of Moore's Comprehensive Plans because of the similarities to McAAP and Downtown/Old Town. Chairman Emmons asked if anyone else wished to speak on the matter. No one else came forward.

Chairman Emmons closed discussion on the matter at 7:25 P.M. and called for a motion. Commissioner Scifres motioned to recommended Guernsey to the City Council for the Comprehensive Plan Update. The motion was seconded by Commissioner Kanard. Chairman Emmons asked if there were any comments from the Commission. There were none, and roll was called.

The vote was 8-0

AYE: Scifres, Stobaugh, Phillips, Few, Gullick, Kanard, Korp, Emmons

NAY: None

The motion carried

Item 5 New Business

There was no new business.

Item 6 Staff Report

Mrs. Clifton reported her promotion to Director of Community Development, and the available Planning Technician position had been posted.

Item 7 Commission Report

There was no Commission Report.

Item 8 Adjournment

A motion made by Commissioner Few was seconded by Commissioner Gullick to adjourn the meeting at 7:32 PM. There was no objection.

The vote was 8-0

AYE: Stobaugh, Phillips, Few, Gullick, Kanard, Korp, Scifres, Emmons

NAY: None

The motion carried.

Approved:

Planning Commission Chairman

Date

II. Questions and Addenda

If you intend to submit a Proposal, please provide notice of your intention to Jayme Clifton via email (jayme.clifton@cityofmcalester.com) so that you may receive all future notices for this solicitation.

All questions regarding this RFP must be submitted in writing to Mrs. Clifton via e-mail (jayme.clifton@cityofmcalester.com). Please do not contact the City by telephone. Questions must be received no later than 4:00 P.M. U.S. Central Standard Time, on Friday, February 17, 2017. All questions must cite the particular RFP section, if applicable. The City will not be responsible for any oral instruction or clarification. Responses to any substantive questions, if issued, will be provided in writing to all known recipients that have documented their intent to respond to the RFP.

If a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, notification should be sent immediately to Mrs. Clifton via e-mail (jayme.clifton@cityofmcalester.com) requesting written clarification or modification to the RFP. Should the City find it necessary, addenda or modification to the RFP will be provided in writing to all known recipients that have documented their intent to respond to the RFP.

III. Scope of Work

A. Objective

The City of McAlester, Oklahoma is requesting proposals from qualified consulting firms with experience in community development, land use planning, long range planning, GIS mapping, demographic and economic analysis, and citizen outreach to provide professional planning services to update the City's 1996 McAlester Comprehensive Plan. The updated Comprehensive Plan is envisioned as both a physical plan and policy guide for staff and decision makers regarding future development in McAlester over the next 15 years.

The consultant shall review, update and revise the contents of the 1996 Comprehensive Plan, and also update the maps, supporting data, technical components and visual quality of the plan. Updates are to reflect existing conditions, future trends and desired community vision as well as establish specific, feasible actions and policies.

The planning analysis shall address the suitability of existing land use regulations, public/private facilities, and services to meet the growing and changing needs of the population in the city. The Plan shall also explore where public and/or private initiatives shall be necessary to maintain and improve services and facilities.

The City of McAlester has established the plan elements identified herein to serve as a general guide for the plan's development. Many of the elements listed will require substantial review and revisions while some plan components from the City's 1996 Comprehensive Plan will require only minor review or minor revisions and/or integration with the updated Plan. The elements serve as a guide for the plan's development and planning firms responding to this RFP are welcome to suggest creative or innovative addition/modifications to these elements. Such suggestions should be listed and explained in their submitted proposal.

B. General Requirement

Staff from the selected firm will be expected to visit the City of McAlester and familiarize themselves with the area.

C. Community Engagement

Citizen participation is paramount to the development of the Plan. This project will require a large amount of community engagement and participation in the planning process. The City would like to utilize a variety of engagement formats including traditional public meetings as well as online and social media tools to include the broadest range of constituents within the city. The process should “build them in” or ensure a general feeling of community ownership of the plan through active support and involvement in implementation.

D. Boundary of Plan

The boundary of the updated Comprehensive Plan will be the corporate limits of the City of McAlester and its immediate environs, inclusive of any areas proposed for future annexation. It shall also consider any potential impacts that McAlester’s future development might have on the military readiness and defense capabilities of the nearby McAlester Army Ammunition Plant (McAAP).

E. Community SWOT Analysis (strengths, weaknesses, opportunities, and threats)

A comprehensive assessment of all of the existing conditions, trends, and opportunities and challenges – physical, economic, and social – shall be completed in a SWOT Analysis format.

- a. Identify community strengths, inclusive of assets that attract residents and business & provide recommendations on how to develop and maintain these strengths/assets.
- b. Identify community detractors and/or weaknesses & provide recommendations to address the community’s weaknesses.
- c. Identify future opportunities & provide recommendations on how to position the community to take full advantage of those future opportunities.
- d. Identify threats and provide recommendations on how to mitigate those threats.

The topic areas inclusive of but not limited to those identified below shall be addressed as part of the SWOT Analysis assessment:

- Land Use
- Population, Household and Labor Force Characteristics and Trends
- Employment and Economic Characteristics and Trends
- Quality of Life: Worksite/Community Wellness, Community Gardens, Gathering Places, etc.
- Transportation System and Circulation
- Natural and Cultural Resources
- Community Facilities
- City Services, Permitting and Regulations

F. Community Identity & Vision

The Visioning Phase is a vital early stage of the planning process. The consultant must identify or create a community identity and vision shaped by area residents that will then be used to enhance future growth and redevelopment and create a sense of place for existing and future residents. The vision statement shall provide the foundation for comprehensive plan goals and objectives and will ultimately shape future decision making in McAlester.

G. Elements of Comprehensive Plan Update

The following is a general overview of the consultant's required tasks.

a. Executive Summary

An executive summary is expected to be developed that outlines the vision, detailed goals and objectives, and policy statements that are laid out in the Comprehensive Plan. This executive summary will be used as a guide for decision making and as a means to inform the citizenry of the community. It is expected that the executive summary will be located within the Comprehensive Plan document but should also be usable as a stand-alone document in a form that is suitable for easy distribution.

b. Community Profile Development

A complete inventory, review and analysis of existing conditions is required. The community profile needs to be developed which includes at least the following: community history, existing land uses, natural environment elements, thoroughfares and transportation, community facilities, and other relevant topics. Demographic, socio-economic, and population analysis using the latest data available will need to be prepared as well. A comprehensive land use survey and database shall be prepared resulting in a current land use plan which may be used to develop the future land use plan.

Prepare population and socioeconomic estimates and projections on the City and County. Using the year 2010 as a base year, estimates should be forecast for 2020, 2025, and 2030. Identify areas of the City that are likely to experience the projected growth.

The Community Inventory shall include but not be limited to:

- Identification of critical facilities
- Public facilities (including parks & schools)
- Public utilities
- Infrastructure analysis
- Determine if existing facilities are capable of handling future growth
- Identify deficiencies in community facilities & recommend changes

c. Development of Goals, Objectives, and Policies

The goals, objectives and policies of the Comprehensive Plan should be developed with significant public participation in order to develop an acceptable and viable vision and guide for the community regarding future development and re-development. The development of goals must also identify current gaps or conflicts between current codes and ordinances and the new Comprehensive Plan developed.

d. Future Land Use Plan and Map

- Analyze existing land use & recommend changes
- Update future land use map

Realistic population projections and build-out scenarios are expected to be developed regarding preferred land-use patterns. The build-out scenarios shall include projections of uses, infrastructure improvements required, estimated cost of infrastructure, and projection of future city sales tax revenue. The build out scenarios shall be presented to City Council, City Staff, and the public in order to allow them to evaluate the cost benefit analysis and return on investment (ROI) of various development and re-development scenarios.

Define all land use categories and establish criteria to be used in determining the location of various uses to accommodate the population projections and build-out scenarios. Identify locations for future open space, recreation, residential, commercial, industrial, community and education areas, and provide a land use map that reflects these land use assumptions. It should also address the need to preserve lands for future targeted development and to avoid piecemeal development that would yield a less positive fiscal and economic impact. Recommend a management process to be implemented by the City that will guide land development, monitor development trends and define procedures to revise the plan as needed in the future.

e. Annexation Strategies

Prepare a schedule and map showing potential areas of annexation. Provide a methodology, which includes an appropriate cost-benefit analysis for determining when and where to initiate annexation proceedings. This section should also take into account adjacent rural water districts. Topography of the potential areas of annexation should be studied to determine if sewer service is feasible for these areas.

f. Transportation

All transportation needs and modes should be considered and accommodated, including pedestrian modes and identifying opportunities for bicycle lanes.

Identify current and future significant transportation corridors within the City and recommend development standards for such corridors. Standards should address appropriate land use, architectural considerations, historic preservation where applicable, and appropriate signage (including way finding signage). Corridors should include but not be limited to State Highways.

g. Stormwater Plan

Incorporate goals, objectives and policies recommended in the City's Stormwater Master Plan. In addition, integrate the recommendations regarding flood plain and watershed protection into all pertinent components of the Comprehensive Plan.

h. Infrastructure Element

Review existing plans related to water supply and sanitary sewer facilities and recommend any future modifications to those plans that will be required in order to achieve the overall community vision or to support the projected build-out scenarios for future land use mixes.

i. Technology Infrastructure

Make recommendations as to best practices for encouraging the advancement of the community's technology infrastructure.

j. Economic Development/Redevelopment

The Plan should include an economic analysis of the community to help drive the goals of the planning effort. Review and analyze local, state and regional factors that influence the future development and redevelopment opportunities in McAlester.

h. Parks, Trails and Open Space

Develop implementation strategies that provide a cohesive and consistent means to build a park, trail and open space system in the community.

- i. Housing
 - o A Housing Market Analysis should be provided that measures present and projected housing and population trends.
 - o Community character – provide methods to ensure a cohesive, complimentary mix of residential, commercial, agricultural and industrial uses for current and future residents.
 - o Forecast future housing trends & demands for all types of housing over the next 5, 10, and 15 years.

Review and incorporate recommendations and strategies to encourage a variety of housing types and sizes, including addressing the increased demand for urban-style multi-family housing options.

Include a discussion of types of housing, present and future demand, condition of current housing stock, location of various types of housing, growth trends and patterns, housing values, home ownership, housing density, vacancy rates, rental rates, neighborhood revitalization and a discussion of major housing issues. Make recommendations for new neighborhood interconnectivity, and traditional neighborhood design, where appropriate.

- j. Community design guidelines

Development that is out of scale, poorly designed, or of low quality can undermine the character of the community. Too often, site planning and building design of new developments do not adequately take into consideration a project's setting within the community and its contribution to the urban streetscape.

Draft design guidelines to promote structures, urban spaces and landscapes that are enjoyable to view, inhabit and experience. The Community Design Guidelines should provide design professionals, property owners, commissioners, staff, and residents with a clear and common understanding of the City's expectations for the planning, design, and review of development proposals in McAlester, and to increase the community's awareness and appreciation of design considerations.

- k. Neighborhood Revitalization

Identification of areas within the community that are in need of innovative redevelopment strategies. Provide recommendations on redevelopment strategies for implementation.
- l. Downtown/Old Town Vitality

The Plan shall provide strategies and guidance for enhancing the downtown and old town to revitalize and maintain the areas, and to help define their role in the community.
- m. Sustainability

Integrate the latest measures the City should pursue and policies that are recommended to achieve a sustainable community. The plan should ensure that all elements of the built environment work together to provide sustainable places to live, work, and recreate while maintaining a high quality of life. The plan shall also address new topics such as community health and wellness, environmental stewardship, and economic resiliency.
- n. Healthy Community

Incorporate healthy communities' principles into all pertinent recommendations of the Comprehensive Plan. In particular principles regarding safe, accessible active lifestyles for all populations and a clean natural environment should be integrated within the major components of the Plan.

- o. Resiliency
The consultant should provide the latest research and recommendations for developing a resilient community. (A community that is prepared to deal with natural and man-made disasters as well as economic shifts.) The current emergency operations plan and hazard mitigation plan should be reviewed and integrated with this element of the plan. Any gaps that may exist should be identified.
 - p. Special Planning Areas
Evaluate development patterns in the city to determine if there are areas in the city with special conditions that require further study or policies.
 - q. Community Character and Urban Design
The Plan, through community input and review of existing plans, shall have a set of policies that address community image and preservation of community attributes and character. The consultant should consider density, aesthetic design guidelines, sign regulations, building types and transportation corridors.
 - r. Implementation Plan
To include recommendations for implementation strategies. Benchmarks should be established for the Plan.
- II. McAlester Code of Ordinances- Chapter 62 Land Development Code Update
The consultant shall review the current Land Development Code in its entirety to identify gaps or conflicts with the updated Comprehensive Plan's recommendations. Consultant shall prepare the appropriate ordinances for consideration of the Planning Commission and City Council to address these gaps or conflicts, as well as any outdated provisions of the Code as well.
- Key Components of Chapter 62 Land Development Code to be addressed shall include but not be limited to:
- a. Article V- Zoning Ordinance of the City of McAlester- Portions of the current zoning codes for the City are outdated. The Plan shall include updates or further exploration into the current zoning ordinance and recommend updates to the existing code.
 - b. Article VI- Subdivision Regulations
 - c. Article VII- Sign Ordinance
- I. Ensure that all recommendations are consistent with applicable laws, ordinances, etc.
The consultant shall ensure all of their recommendations are consistent with:
- a. State and local statutes
 - b. Federal requirements including but not limited to; FEMA, DEQ, EPA, ADA & DOT
 - c. McAlester Municipal Code of Ordinances
 - d. Hazard Mitigation Plan
 - e. Community Vision
- J. Comprehensive Plan & Ordinance Adoption
The consultant team will participate in public hearings, Planning Commission, and City Council Meetings as needed, leading to adoption of the final SWOT Analysis, Community Identity & Vision, Comprehensive Plan Update and Amendments to the Chapter 62 Land Development Code. The consultant team will present summary overviews of the proposed documents and be available to respond to questions and concerns that may arise during the hearings/meetings. At the conclusion of the hearings/meetings, the consultant team will make any needed revisions to the ordinance documents to reflect revisions necessitated by the public hearings/meetings and adoption process.

Response to Comprehensive Plan Update RFP

Fee Schedules

Submitting Firm	Community SWOT Analysis	Community Identity & Vision	Comprehensive Plan Update	Chapter 62 Land Development Code	Any Travel, Overhead, Miscellaneous, Etc.	TOTAL COST
Crafton Tull & Associates, Inc. 214 East Main Oklahoma City, OK 73104	\$15,000	\$10,000	\$60,000 - \$65,000	\$60,000 - \$65,000	\$5,000	\$150,000 - \$160,000
Freese and Nichols 6303 North Portland Avenue Oklahoma City, OK 73112	\$197,000			\$183,000	--	\$380,000
Guernsey 5500 North Grand Boulevard Oklahoma City, OK 73112	\$56,300	\$39,400	\$54,400	\$9,300	Included	\$159,400
Halff 435 North Walker Avenue Oklahoma City, OK 73102	\$150,000 - \$235,000			\$100,000 - \$140,000	\$10,000 - \$15,000	\$260,000 - \$390,000
Institute for Building Technology & Safety (IBTS) 45207 Research Place Ashburn, VA 20147	\$70,864.84	\$38,563.92	\$12,429.69	\$38,407.74	\$8,650.95	\$168,917.14



March 17, 2017

Community & Economic Development Department
City of McAlester
28 E. Washington Avenue
McAlester, OK 74502

RE: Comprehensive Plan RFP Response

Dear Selection Committee:

Community planning is a necessity and requires vision, passion, intensity, urgency, and commitment. The fabric of a community is defined by its people, culture, businesses, and the region in which it is located. The future plan results when the intangible characteristics identified above align with the community fabric to formulate a future that creates value on many levels and a sustainable and better quality of life for citizens in the community and region.

Guernsey has assembled a team of qualified professionals eager to assist the City of McAlester (City) with the update of the Comprehensive Plan. Guernsey has been in business since 1928 and has since worked extensively with municipalities, government entities, and private companies. Our 89-year history as a planning, architecture, and engineering firm in Oklahoma is testament to our strong capabilities and company stability. Based on our experience and understanding of the scope of work, we would be an excellent choice to perform this project. Our Team includes:

- Nealon Planning
- Butzer Architects and Urbanization
- Duncan Associates

The Guernsey Team has extensive experience with community vision and strategy, comprehensive planning and plan implementation. The Team has a good understanding of the City and the priorities the City is looking to achieve. Guernsey, and select Guernsey staff, have previous experience with the City on previous or proposed projects. Our Team supports the comprehensive resources required to address the needs of this project and has a thorough understanding of the many requirements associated with this type of endeavor. Our principal contact is Ken Senour, Sr. Vice President, 5500 N. Grand Blvd, Oklahoma City, OK, 73112.

We are very interested in assisting McAlester with this project and appreciate the opportunity to demonstrate our capabilities. Please direct any questions or comments to Ken Senour (405.416.8140) or e-mail: ken.senour@guernsey.us.

We look forward to continuing discussions.

Sincerely,
Guernsey

Ken Senour, CEP, QEP
Sr. Vice President

PROJECT UNDERSTANDING

Our Team has reviewed the Comprehensive Plan 1996-2006. The key part of the plan identifies the Vision for the City. That Vision included the following:

- Provide a framework for sustainable community development to ensure proper growth management
- Assure economic development in McAlester will enhance and enrich the quality of life
- Develop a central business district which financially benefits the citizens of McAlester and the surrounding trade area
- Evaluate housing in all residential areas and establish a method to ensure a variety of types that are also safe, healthy, served by all public utilities and have appropriate connectivity to public facilities, schools, and commercial areas
- Provide well designed and maintained transportation in McAlester which ensures safety and ease of movement for all McAlester
- Provide and plan for public utilities that adequately serve the population; allow for growth; promote and attract economic development; and encourage efficient use of land and fiscal resources
- Provide land area, facilities, and activities to service the recreation needs of McAlester
- Provide sufficient land area and facilities to serve the education and cultural needs of all persons in the community and assure that facilities are conveniently accessible
- Provide a complete range of public services to the community
- Implement the comprehensive plan as a working document to guide the future growth and development of McAlester

In addition to a future land use plan that promotes a market-realistic development pattern, the process to develop the comprehensive plan must include an examination of its valuable natural resources, thoroughfares and transportation, emergency and community services, infrastructure, and resiliency for each to ensure the City remains on the right path to make sound decisions in order to maximize opportunities along the way. The process must engage the public in a meaningful discourse as the City seeks answers to several thought-provoking and idea-generating questions.

The following may be among those questions:

- HOW WILL THIS GROWTH SHAPE MCALESTER'S IDENTITY OVER THE LONG TERM?
- WHAT BOLD MOVES CAN THE CITY MAKE TO ENSURE THAT THE COMMUNITY CHARACTER REMAINS WHILE PROVIDING FOR NEW RESIDENTS TO JOIN THE COMMUNITY?
- HOW CAN THE CITY CONTINUE TO SUPPORT STRONG AND SAFE NEIGHBORHOODS AND THRIVING BUSINESSES?
- WHAT DOES IT TAKE TO POSITION MCALESTER FOR CONTINUED SUCCESS?
- WHAT CHANGES CAN BE MADE TO ENSURE A RESILIENT FUTURE?



These are all important questions that deserve careful thought. The Team has had the privilege of working with many high growth, similarly situated communities. We understand the impacts that growth places on the built and natural systems that determine a community's quality of life. Through the planning process, the Team will work with the community to answer these and similar questions, develop a widely-supported vision and identify the investments and strategic initiatives needed to realize that future. Our detailed approach aligns well with the requirements of the Comprehensive Plan Update.

PHASE 1: PROJECT INITIATION

1.1 PROJECT COORDINATION PLAN

The consultant team will develop a simple Project Coordination Plan (PCP) to ensure optimal coordination among project partners (consultant team members, City staff, and key stakeholders). In addition, the PCP will identify points of contact within the consultant team for certain project-related tasks, describe regular project management activities, and outline the delivery of work products.

1.2 COMMUNITY ENGAGEMENT PLAN (PEP) AND IMPLEMENTATION

In order to educate, inform, and engage community members during this planning process, the consultant team can work with project partners to develop a customized strategy that draws from a menu of public involvement options ranging from innovative social media techniques to traditional community meetings. Working with City staff, the consultant team has the ability to develop an approach that engages a variety of stakeholders including property owners, business interests, community groups, institutions, and the general public.



Stakeholder Interviews - Stakeholder interviews will be conducted on an as-needed basis to provide important insights that may not be immediately apparent from a review of existing plans and data. Stakeholders may include key staff from city departments; elected and appointed officials; representatives from the Community Development Department, Convention and Visitors Bureau, Chamber of Commerce, McAlester Army

Ammunition Plant representatives, higher education, and institutional stakeholders such as the McAlester school district. Stakeholders will be asked a series of questions, as well as be engaged in a conversation that identifies key issues and opportunities. Information gathered may include the development climate, perceived and real obstacles, community and business concerns, and available financial and organizational resources.

Project Website - A website should educate, inform, and engage the community in the planning process. The Guernsey Team will utilize Mindmixer (or equivalent) to enhance the engagement efforts by recreating the in-person meeting online.

Community Survey - Surveys are a powerful tool in gaining community feedback regarding particular issues, and they have the positive secondary effect of increasing public awareness of the planning process. The overall objective of this survey will be to confirm issues and gain consensus on emerging themes as perceived by the community. The Team will work with the City to further define the variables that are of greatest concern to the community, as revealed during the planning process, and to determine the appropriate survey questions. The survey will be made available through the project website.



Project Brand - Developing a targeted branding strategy for the project will bolster current efforts to communicate the future vision for the City as well as the unique history, character, and features that define McAlester. The first step will be to formally develop a unique custom identity that will become the consistent visual representation of both the process and resulting Plan. This approach will also identify specific actions

and tools that will facilitate the highest levels of public awareness during Plan development and implementation processes.

1.3 KICKOFF MEETING WITH STAFF/CITY TOUR

This will be an informal gathering to kick-off the project Team's upfront work, provide an opportunity for planning staff and the Team to become better acquainted, review the project schedule and potential meeting dates, and discuss data to be acquired. The Team will initiate a discussion of the group's initial thoughts regarding issues and opportunities followed by a discussion of project goals and expectations.

A focused session in which the project partners examine the study area through the project lens is an effective way to get all the parties simultaneously engrossed in the project and to forge a productive working relationship. A tour of the area will strengthen the Team's grasp of the existing conditions and stimulate the generation of ideas to explore during the planning process. This tour should include the City staff and others with knowledge of the local development patterns and issues. This sharing of insights will expose those important local conditions and issues that might not be immediately apparent. Team members will observe conditions, receive input from City staff on key locations/challenges, record observations, and take photos. Minutes of the kick-off meeting and site tour will be provided.

PHASE 2: CITY ASSESSMENT

2.1 DATA COLLECTION

At project initiation, the Team will gather data to be utilized in the course of developing the Plan. The **Guernsey** Team will prepare a data inventory, which will include any data contained in the database currently, as well as any outstanding data needs. The inventory will also identify the types and formats of data required. GIS data acquired will be used to prepare existing-conditions maps to be used in the early stages of the project.

In addition to data, our Team will collect and review adopted plans and studies to gain a better understanding of the policies in place that are shaping growth and influencing development, redevelopment, investments, and other types of changes in the study area including the City's current 1996-2006 Comprehensive Plan and other documents.



City of McAlester staff and other project partners can provide valuable input at this stage of the process because they are the most familiar with the issues and opportunities. At this point in the process, the **Guernsey** Team will provide staff with an inventory of information that can be utilized to identify the key issues and opportunities and summarize supporting information. From this, the Team can quickly grasp these issues and opportunities, help clarify the goals for the study area, and ensure the priorities are understood so the planning effort can focus on addressing them.

2.2 ADDITIONAL ANALYSIS & CITY ASSESSMENT REPORT

The Guernsey Team will augment the information provided by the City in 2.1 with supplemental research. The Team will prepare a document that describes the existing conditions in the City and the findings of the assessment. Included in this document will be maps and infographics that further convey the most salient points associated with the key issues and opportunities.

2.2.1 DEMOGRAPHICS AND SOCIOECONOMICS

As part of our initial analysis, the Team will reflect on the evolution of McAlester as the City it is today. The Team will weave the story of McAlester's growth and development throughout its history into the planning process to provide context to Plan elements and recommendations. Included in our initial assessment will be a thorough demographic analysis, an understanding of the composition today as well as the likely population increases by age cohorts by 2030. Overall growth projections will be forecasted in 5-year increments (2020, 2025, and 2030).

2.2.2 LAND USE

The primary purpose of the land use analysis is to answer questions that are critical to the creation of a vision for the future of the City, such as *how suitable is available land for new housing*, and *where is the greatest development pressure likely to be?* In this task, the Team will examine the existing development pattern and the likely distribution of new development to assess the issues and opportunities.



The Team will examine the existing development pattern, employing GIS data and aerial photography. The primary purpose of this step is to examine the diversity of development in terms of uses, design character and density/intensity. From this examination, we will define a set of generalized land use categories. This analysis will result in a map of existing land use which will be used in subsequent tasks.

2.2.3 COMMUNITY CHARACTER AND URBAN DESIGN

Through a qualitative assessment of development characteristics in the study area, the Team will identify the features that, in combination, contribute to the character of subareas. The Team will identify those features that distinguish one area from another, such as the mixture of uses, heights of buildings and scale of public spaces and streets. For example, though both contain commercial-use facilities, the traditional downtown area differs from suburban commercial corridors in terms of the types of tenants and buildings, building orientation and arrangement, location of parking, scale of streets, signage, etc. The areas identified will be described using a combination of text, imagery and diagrams. The definition of these areas will allow for a categorization by type. Initially, the Team will assign each character area type to one or more subareas to graphically describe the character of each as they exist today.



The types of character areas may be expanded to include some types that do not exist today but represent what the community has expressed as desirable types to encourage in the future. The full range of definitions will be refined later in Phase 3 and incorporated into the concept plan.

Unlike conventional land use plans, the future vision for McAlester will depict a set of character areas that go beyond future land use. This

vision will show the distribution of existing and future land uses in context. Retail uses in Old Town, for example, will be distinguished from retail uses elsewhere in the City based on the differences in character areas assigned to various locations. With this approach, the vision will illustrate a more realistic representation of the future opportunities and preferences.

2.2.4 HOUSING AND NEIGHBORHOODS

As part of this initial analysis, the Team will assess the City's existing housing stock in terms of occupancy, supply, affordability, and quality. Furthermore, based on demographic projections, we will analyze the size and growth of the market by income, household type, tenure, and other key metrics. This analysis will consider housing as a key component of successful neighborhood development and redevelopment. The analysis will reveal areas to promote targeted revitalization and redevelopment interventions. The analysis will include 5-, 10- and 15-year projects.



2.2.5 TRANSPORTATION

A complete understanding of the transportation network is critical to developing a sound, resilient plan for the future of development in McAlester. As part of the initial analysis, the Team will evaluate the City's existing transportation systems to understand the existing connectivity among roadway, bicycle and pedestrian, transit and freight networks throughout the City. The Guernsey Team will use current data available from ODOT, Pittsburg County, and the City to evaluate existing transportation conditions along major roadways. This analysis will inform the transportation component of the concept plan in that it will help define future circulation patterns for all modes.

2.2.6 ECONOMIC DEVELOPMENT

An economic framework ultimately seeks to enhance a community's standard of living and opportunities for self-empowerment through improved access to development of skills and attraction of talent and capital, as well as the means to connect to the outside world. This involves an evaluation of what is possible in the physical environment—an analysis of housing, retail, office, hospitality and industrial uses, but also its economic systems—its talent pool, access to capital, and its creativity and ingenuity in adapting and evolving as economic shifts occur.

2.2.6.1 MARKET ANALYSIS

Market analysis will be conducted to determine the specific scope of opportunities, for housing and retail that exist to supply unmet demand to different consumer groups and residents. Analysis will include:



- Market and Trade Area Definition
- Demand and market segmentation analysis: market segmentation and consumer group analysis will be undertaken to identify demand for different development products. Retail demand analysis will make use of retail demand gap and buying power analysis for retail to determine if certain retail segments are missing in the market.
- Supply analysis: market metrics will be provided, including achievable rents, lease rates, and sale prices; absorption and achievable velocities of development; and achievable amounts of development.

2.2.7 PARKS AND OPEN SPACES

A comprehensive system of public and private spaces for recreation—passive and active—are critical to livability and sense of place. The Team will inventory existing facilities to understand the system of parks and recreation currently available to residents in McAlester. As the City continues to grow and the population diversifies, park and recreation facilities will become increasingly important to maintain the community's quality of life.



2.2.8 PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE

As development consistent with this Plan occurs, specific infrastructure improvements will be needed to support, and even facilitate such development. An understanding of existing utility system capacity and the potential impacts of implementing the Plan will

raise questions that will shape the land use discussion later in the process. Therefore, in this step, the **Guernsey** Team will review infrastructure plans to reveal where new development can be supported easily in the short term and where water and wastewater service limits future development. The Team will review water, drainage and wastewater plans for the community to determine related impacts on future land use and growth and integrate the study information into the planning process.

We will assess the current state of technology used by the community to operate various systems and ascertain the security in place to protect and sustain those systems. **Guernsey** has extensive experience in the performance of planning and design for transportation, water and wastewater, and storm water systems. Our understanding of these systems is comprehensive and will allow us to integrate our analysis into the fabric of the comprehensive plan.

The need for community facilities, such as schools and libraries, will also increase with additional population growth. The Team will prepare an analysis of existing public facilities to determine deficiencies and make recommendations for public improvements that will accommodate projected growth and development. Following a review of relevant plans, the Team will discuss the adequacy of existing and planned facilities with City staff and representatives of each service provider so that an inventory can be confirmed and any existing deficiencies in the systems can be better understood.

2.2.9 COMMUNITY HEALTH AND QUALITY OF LIFE

The **Guernsey** Team will make a deliberate effort to address community health and quality of life in the Plan. However, based on previous experience, implementing improvements to community structure to facilitate better health and enhance the quality of the places within which people live, work and recreate are best addressed in connection with all of the other plan elements. Therefore, rather than creating a separate plan element, the Team will help formulate pertinent goals, objectives, and policies within the other elements to advance goals and objectives aimed at bring about measurable results. As a starting point, we will review the County's Community Health Assessment, and determine ways in which the issues described in it can be addressed through development design, conservation, infrastructure, parks, open space, housing quality, jobs, education, food access, and community services. Combined with programs focused on health promotion, tailored interventions can be defined



specifically for McAlester for improved health outcomes and overall improved well-being.

2.2.10 SWOT ANALYSIS

Having reviewed and synthesized information about the existing conditions of McAlester and trends affecting the area, the Team will conduct a SWOT analysis to identify the primary opportunities and challenges to ensure the focus of the process and the resulting plan specifically address these opportunities and challenges. The presentation to the Steering Committee and public will highlight the findings as input is solicited. It is anticipated that this analysis will consider any potential impacts that McAlester's future development might have on the military readiness and defense capabilities of the nearby McAAP as well as McAlester's opportunities related to its position in the region and any assets that distinguish it from other communities in the region, such as infrastructure, technology, recreational amenities, history, and culture.

2.3 STEERING COMMITTEE MEETING & COMMUNITY WORKSHOP 1: MCALESTER TODAY

The first community workshop will bring together a diverse group of stakeholders including local elected officials, community leaders, and members of the general public for a public meeting to develop an initial vision of the future for McAlester and determine a set of sound, community-supported goals. Based on the findings of the City Assessment, the agenda will take attendees from the big-picture view of the City through a focused look at subareas with a discussion of the opportunities and challenges, as determined through the SWOT analysis. The meeting will culminate in an interactive session to confirm the opportunities and challenges, and to update, refine and prioritize the goals through an expression of values, which will inform the direction of the plan.

PHASE 3: CONCEPT PLAN DEVELOPMENT

3.1 COMMUNITY IDENTITY AND VISION

3.1.1 INITIAL CONCEPT

Based on the results of Phase 2 and community values as expressed in the goals and objectives, a Concept Plan will be developed to initially depict an alternative policy direction. To build on previous community-supported efforts, this concept will incorporate recent plans. This will be the first concept and will be used as a starting point in Community Meeting 2. Up to two alternatives to this initial concept will be developed in this phase to arrive at a future vision for McAlester.

3.1.2 ALTERNATIVE GROWTH AND DEVELOPMENT SCENARIOS

To fully appreciate the potential impacts of future growth, the community must consider possible land use patterns that could emerge over time given different policy directions. Through modeling of various scenarios, the Team can help inform the selection of a



preferred future vision. The build-out scenarios can include projections of uses, infrastructure improvements required, estimated cost of infrastructure, and projection of future city sales tax revenue.

3.1.3 SPECIAL PLANNING AREAS

In many cases, one of the most helpful ways of communicating the spirit of the overall plan is by demonstrating the results of putting it into action. To this end, the team will also prepare up to three conceptual subarea plans. Each subarea plan will conceptually illustrate development design at that specific location. At this level of detail, the team can graphically express more specific ideas pertaining to building form, mixture of uses, infill development approaches, street pattern and streetscape, parks and open space, etc. In addition to Old Town, the Team will illustrate two areas defined with input from staff and the Steering Committee.

3.2 STEERING COMMITTEE MEETING & COMMUNITY WORKSHOP 2: SHAPING MCALESTER'S FUTURE

The purpose of this community workshop is to simultaneously examine all of the plan elements and gain an understanding of the interrelationship of the elements; explore the many choices within the land use concepts; understand the manner in which the land use concepts address the issues, opportunities, and constraints; and evaluate the land use concepts by judging the performance of each relative to the goals (using results of task 3.1.2). The end product will be a preferred future land use vision with supporting concepts.

PHASE 4: DIRECTION

4.1 POLICY FRAMEWORK & IMPLEMENTATION STRATEGIES

Based on goals, objectives, and the details of the Future Land Use Plan, the Team will draft a set of policy recommendations and strategies (including resiliency) tailored to meet the needs and expectations of the City. The Team will refer to precedents throughout Oklahoma and the U.S. for best practices and lessons learned to ensure a policy framework that is up-to-date yet meaningful for this region given its unique circumstances. Each part of this plan will consider proactive resiliency strategies and tools for responding to the short and long term stresses that often impact Oklahoma communities.

The array of policies to be addressed will include but not be limited to:

- Economic development
- Housing location and neighborhood revitalization
- Community design (basis for guidelines and to inform the code amendments); multimodal transportation
- Natural resource protection
- Infill development and redevelopment
- Community health and well-being
- Sustainability and resiliency



One of the key elements of the toolbox will be a series of regulatory recommendations to Chapter 62 of the City's Land Development Code (LDC). The recommendations developed at this stage will inform the scope of work to be undertaken following plan adoption. Refer to Phase 6.

The recommended policies will be supported by an updated set of implementation strategies documented in the form of a "toolbox," which will provide a menu of techniques to be considered as the City moves into the plan implementation stage. The toolbox will include an assortment of regulatory and incentive-based tools, capital needs, funding options, model ordinance provisions, programs that foster local government collaboration, and programs that attract private investment, particularly catalyst projects.

Following staff review of the policy framework and implementation strategies, **Guernsey Team** will conduct a day-long work session with the City to discuss, refine and prioritize recommendations and implementation strategies.

4.2 ACTION PLAN

The Team will further assist the City by creating an action plan that identifies the implementation strategies to be implemented in the short term, and indicating possible time frames for the remaining strategies to be undertaken in the long term. The action plan will provide specific strategies on critical needs regarding updates to various plans and zoning, subdivision regulations, design guidelines, and recommended enforcement provisions, as well as a listing of potential design- and market-based incentives appropriate for the City. The Team will name the types of entities that would be best suited to execute each strategy listed, so that responsibilities can be assigned (or assumed) at the local and regional levels. The worksheet will serve as an effective tool in not only guiding the implementation activities but in monitoring progress and recording successes.

Within the action plan will be the identification of up to five major strategic initiatives to be led by the City. The initiatives will be selected conferring with City staff and elected and appointed officials. The initiatives will focus on critical needs regarding capital improvements, modifications to existing regulations, and potential design- and market-based incentives appropriate for the City. The **Guernsey** Team will refer to precedents regionally and throughout the US to ensure the action steps related to these initiatives take into account best practices and lessons learned.

4.3 STEERING COMMITTEE MEETING AND COMMUNITY MEETING #3: PUTTING THE PLAN INTO ACTION

The third and final community meeting will be held to present to the community the Future Land Use Plan map with supporting illustrations, and draft recommendations and implementation strategies. Special attention will be given to the major strategic initiatives. Attendees will be engaged in a dialogue about the menu of tools to be employed at the local level as well as opportunities for regional coordination, private sector participation, and opportunities for area agencies and organizations to advance implementation. A key takeaway will be the timeframe for implementation. By engaging the public in a discussion about short-, mid-, and long-term action steps, the City can better manage the community's expectations regarding the timing of investments and corresponding changes. The support garnered at this meeting will be crucial to the successful recruitment of champions that will help maintain momentum after the plan is adopted.

PHASE 5: PLAN DOCUMENTATION

5.1 UPDATED COMPREHENSIVE PLAN DOCUMENTS

The **Guernsey** Team will produce the plans and companion document to provide the City and others with a suite of products that will facilitate plan implementations.

5.1.1 FIRST DRAFT REPORT - CLIENT/STEERING COMMITTEE REVIEW

This report will present the plan in a single document with a detailed appendix that contains technical memos, maps, and other pertinent information gathered or produced during the process. The first draft will be intended for review by the City and Steering Committee.

5.1.2 SECOND AND FINAL DRAFT REPORT - PUBLIC REVIEW

A second draft of the full report will incorporate feedback on the First Draft and will be delivered to the City in electronic form for distribution via the web site. Following an adequate review period, the City will compile a single set of public review comments and deliver it to the **Guernsey** Team. The **Guernsey** Team will make a presentation to the Planning Commission and City Council in one joint meeting prior to the initiation of the formal adoption process. Once appropriate approval is gained, the Team will develop the third/final plan document.

5.1.3 PLAN PRESENTATION

A PowerPoint presentation will be prepared that gives an overview of the plans and highlights various sections contained within it. More importantly, the presentation will

generally explain the intended use of the document by the City and any others who will actively participate in the implementation of the plans. This presentation will be used by the Guernsey Team in making a presentation to the Planning Commission and City Council in one joint meeting as part of the formal adoption process (see 5.1.2).

5.2 EXECUTIVE SUMMARY

One key to the successful implementation of any plan is the effective communication of it after the planning process. Public education efforts designed to rally support for both plans are key to this communication effort. Therefore, a brief summary of the plan will be prepared. Our Team will design this illustrative piece so that it can be produced by the City in a cost-effective manner. The end product will serve as a marketing tool for the implementers of the plans, helping them "sell" others on the vision and methods for achieving it.

PHASE 6: CODE

6.1 CODE DEVELOPMENT

The Guernsey Team will work with the City to develop a set of land development regulations that are aimed at implementing the adopted Plan. Since the details of the Plan cannot be fully understood this stage, the effort cannot be adequately scoped. Therefore, the scope provided here should be re-evaluated, refined, and expanded at the conclusion of the planning process to ensure the updated land development codes (LDC) adequately address outdated provisions, gaps, and conflicts with the updated Comprehensive Plan's recommendations. Tasks 6.1.1 through 6.1.5 provide a basic framework for the process of updating McAlester's land development regulations.

6.1.1 CODE STRATEGY

Building on the assessment conducted during the planning process as well as the recommendations set forth in the adopted Plan, the Team will prepare a brief report describing the recommended approach to the LDC amendments to create of an effective set of regulations. The Articles of the LDC to be addressed shall include but not be limited to:

- Article V- Zoning Ordinance
- Article VI- Subdivision Regulations
- Article VII- Sign Ordinance



6.1.2 CODE DRAFTING

Based on an approved strategy, the Team will prepare proposed Code updates one chapter at a time. However, chapters will be grouped into sets, or “modules,” for ease of review by staff and Steering Committee. At least four modules (2+ for zoning, 1+ for subdivision, and 1+ for signs) will be presented sequentially for feedback. The Steering Committee will be engaged in the hands-on process to review, assess, and give feedback on one module prior to moving forward with the next module.

6.1.3 FIRST DRAFT CODE- CLIENT/STEERING COMMITTEE REVIEW

With input on each modules, the Team will refine the content of each chapter to produce an initial draft code suitable for staff and Steering Committee review. Following an adequate review period, the City will compile a single set of public review comments and deliver it to the Guernsey Team.

6.1.4 SECOND DRAFT CODE- PUBLIC REVIEW

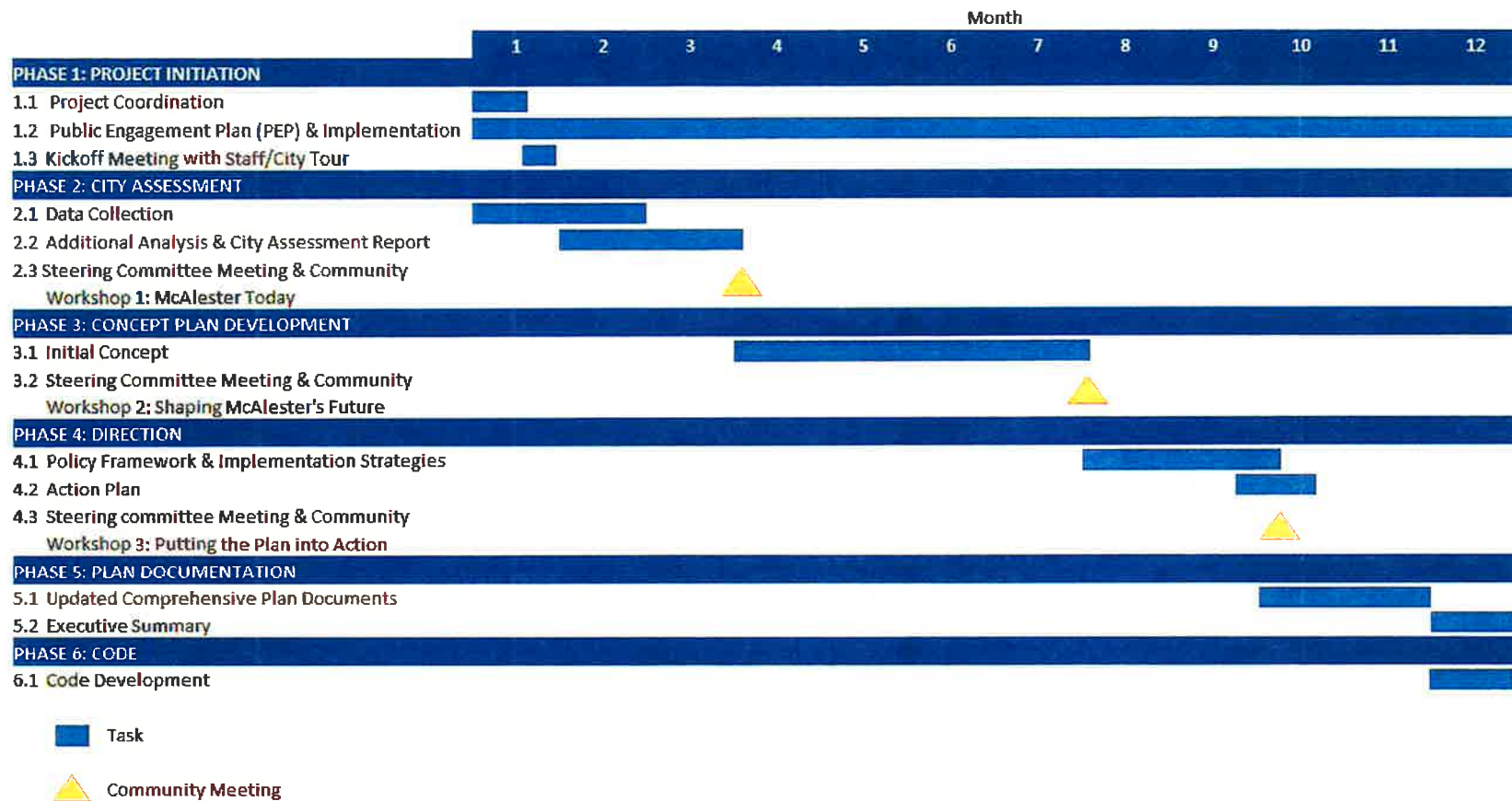
A second draft of the full code will incorporate feedback on the First Draft and will be delivered to the City in electronic form for distribution via the web site. Following an adequate review period, the City will compile a single set of public review comments and deliver it to the Guernsey Team.

6.1.5 FINAL CODE DOCUMENT

The Guernsey Team will make a presentation to the Planning Commission and City Council in one joint meeting prior to the initiation of the formal adoption process. Once appropriate approval is gained, the Team will develop the third/final code document.

PROJECT SCHEDULE

The proposed project schedule indicates a series of logical steps from project initiation to preparation of the final report and presentation. It reflects a 12-month process. If necessary, the schedule may be adjusted to accommodate holidays, avoid regularly scheduled meetings, etc. Since this process is a collaborative effort, all phases of the project will involve regular communication to discuss progress and products of the work. The final schedule for the planning process will be established in the initial stage of the project and will be designed to meet the objectives discussed during contract negotiations.



FIRM DESCRIPTION



Guernsey is a mosaic of engineering, architectural, and consulting services. If you examine us closely, you might only see the component pieces. But if you look at the bigger picture, you see a unique, cohesive, employee-owned firm, capable of handling a wide array of projects, private or public, with a client's-first commitment.

We are a multi-discipline firm, employing engineers, architects, landscape architects, planners, consultants, environmental scientists, designers, analysts, accountants, and managers. Our clients include municipalities; federal; state; military entities; utilities; Native American tribes; universities; Fortune 500 companies; oil and gas companies; and more. Because we offer all these services under one roof, we are able to collaborate efficiently, giving you access to expert advice in a variety of disciplines and business sectors.

Guernsey is a well-established firm with 89 years' experience in PLANNING, engineering, architecture and consulting. We are employee-owned, client-focused, and community-oriented. We encourage our employees to commit to their projects with a persisting attitude of integrity and a focus on our client.

Services offered by **Guernsey** to support the proposed project include community/urban/land use planning, civil engineering, architecture, transportation planning, infrastructure analysis, environmental planning, and landscape architecture. Discipline specialists from these practice areas will support the project. Key disciplines/certifications supporting the project include:

- Urban/Community Planning (AICP)
- Landscape Architecture (RLA)
- Civil Engineering (PE)
- Electrical/Mechanical Engineering (PE)
- Transportation Engineering (PE)
- GIS Mapping (GLSP)
- Environmental Planning (CEP, QEP)



Guernsey has a long history of providing services to municipalities since 1928. We have a unique understanding and perspective of the processes and systems necessary for communities to function resiliently. We comprehend the big picture, but do not overlook the various components that must be sustainable.

Key elements of the process in which we have familiarity and experience include:

- Urban Planning
- Water
- Wastewater
- Transportation
- Drainage
- Infrastructure/Utilities
- Facilities
- Parks
- Land Use
- Zoning
- Sustainability
- Public Involvement
- Sustainable Practices
- Regional Collaboration

Guernsey supports the credentials locally to perform and implement the plan. In assessing the needs of the City of McAlester, we believe supplementing our Team with specialized partners will enhance the Team. Our Team includes the following:



Nealon Planning, LLC. Planning and urban design for public and private sector clients. Project types and services include planning for municipalities and multi-county regions (comprehensive plans, land use plans, corridor studies, open space plans, downtown and small area plans, land development codes, etc.), entitlements and public involvement. Sole proprietor, Meg Nealon, AICP, previously worked for Land Design, a nationally-recognized urban planning firm.



Butzer Architects and Urbanism. Butzer is a professional Oklahoma City-based architecture and urban design practice dedicated to improving communities through exceptional practice, teaching, and community service. Located in the historic Film Row District, Hans and Torrey Butzer lead a collaboration founded on research, common sense, and a distinguished design track record. The scale of projects undertaken by the practice is varies, proven by a portfolio that ranges from the design and fabrication of furniture to generations-impacting master planning. Inspired by the fields of architecture, landscape architecture, interior design, urban design/planning, engineering, construction, and industrial design, the work produced by BAU has received numerous architecture and landscape design awards. With an emphasis on integrity, professionalism, and sustainability, the partners' nearly 50 years of combined experience thrives on visioning and solving problems with eloquence and beauty. BAU provides a set of services for special projects, clients, and users.



Duncan Associates is a nationally-known, award-winning planning consulting firm that specializes in plan implementation services for cities, counties, regions, and states throughout the nation. The firm was founded in Fort Lauderdale in 1977 and now has offices in Austin, Texas and Chicago, Illinois. Over the past three decades, the firm as assisted over 300 public clients in more than 40 states with the preparation of their land development regulations, impact fee studies, and special studies. Their clients include many of the nation's largest and fastest growing communities including Tulsa and Pryor in Oklahoma, and Fort Worth, Plano, Arlington and Denton in North Texas. Projects that the firm has been involved with have received

awards from the Texas, Nevada, North Carolina, Georgia, Colorado, Louisiana and Florida chapters of the American Planning Association.

PROJECT TEAM

The **Guernsey** Project Team is presented on the organization chart on page 23. The Team is set up similarly to other teams we have established for previous comprehensive planning work. **Guernsey** is diversified and multidisciplinary in our approach to such projects. Our staff and teaming partners are well versed in performing these kinds of projects in an interactive and integrated approach.

The Team consists of urban planners, landscape architects, civil engineers, architects, and other professionals with skills and expertise in urban planning. This team generally has been involved in recent comprehensive plans and transportation plans for several communities including Edmond, Enid, Moore, Stillwater, and Owasso.

Highlights of key team members include:

1. **Principal/Partner-in-Charge (PIC):** Ken Senour, CEP, QEP, has over 40 years' experience performing regional, community, and military planning. He has been PIC for three comprehensive plans in Oklahoma for Edmond, Moore, and Enid, and several transportation plans. He also has served as PIC for water and wastewater master plans. The RFP requests that three references be provided for the PIC. Included are the following:
 - Comprehensive Plan, City of Moore, Elizabeth Jones, AICP, City Planner, 405793.5053, ejones@cityofmoore.com
 - Various Projects, City of Oklahoma City, Eric Wenger, PE, Public Works Director, Oklahoma City, 405.297.2345, eric.wenger@okc.gov
 - Various Projects, Ryan Whaley Coldiron Jantzen, Peters & Webber, Steve Jantzen, Attorney at Law, 405.239.6040, sjantzen@ryanwhaley.com
2. **Project Manager (PM):** Karl Stickley, PE, has 40 years' experience as a civil engineer/planner for numerous community projects. He served as the project manager for the Comprehensive/Transportation Plan for Enid, Comprehensive Plan for Edmond, and transportation plans for Edmond, Stillwater, and Owasso. He is a highly recognized professional in Oklahoma for providing high quality planning and engineering services
3. **Urban Planning Lead:** Paul Ryckbost, PE, AICP, will provide key expertise in this role. Paul previously was an employee with the City of Oklahoma City working in both the Public Works Department and the Planning Department. He was involved in the comprehensive plan for Oklahoma City known as *planOKC* and has been actively involved with comprehensive plans for both Enid and Moore
4. **Lead Architect/Planner:** Chuck Knight, FAIA, LEED AP, CID, NCARB, Chuck is an architect fully engaged in executing socially and environmentally responsible plans that significantly improve the quality of life for communities. He has made meaningful impact on society and mixed cultures and has the experience to

bring ideas and people together to benefit a given community. He will assist with the development of strategic comprehensive plan that will provide for sustainable economic growth. He will assist with the development of initiatives for the community of McAlester and seek to connect, create and stimulate financing options through established partnerships.

5. **Urban Planning:** Meg Nealon, AICP, PLA, a community planner and landscape architect, has been assisting clients in the public and private sectors with complex planning and design efforts for 25 years. She combines her analytical capabilities, knowledge, and experience derived from a wide range of projects, which include plans that define sound public policies, establish regulatory frameworks, convey direction through scenario planning and conceptual design plans, initiate change with effective implementation strategies, and are based on inclusive public engagement programs
6. **Urban Design Architect/Code Strategy :** Hans Butzer, AIA, AK NW, LEED AP, Hans is a proponent of new urbanism and as an Architect has collaborated with municipalities on a common sense approach to urban master planning. He is known for his role in the design of key public sights in Oklahoma City and his civic engagement and advocacy. He designed the award winning Oklahoma City National Memorial, Maywood Park, John Rex Elementary School in downtown Oklahoma City and is an active member on **Guernsey's Team** for preparing the City of Moore's Comprehensive Plan, Envision Moore, 2040. Hans designs and participation lend to a community's sense of unity shared values and common ground over time.
7. **Lead Landscape Architect:** Darran Scott, RLA, has 15 years' experience regarding planning and urban design. Darran has past and current experience developing streetscapes for communities (Purcell, Oklahoma City), preparing comprehensive plans (Enid and Moore), preparing transportation plans (Owasso), and developing parks (Lawton, Piedmont), and a trails master plan (Piedmont). His involvement in the public engagement process with numerous municipal projects will bring added value to the process.

This Team is intact, cohesive, efficient, and effective. The Team has recent experience in preparing the comprehensive plans for Edmond, Moore and Enid. Our ability to get a jump start on the project will reflect our sense of urgency and knowledge of the process.



Principal-in-Charge
Ken Senour, CEP, QEP

Project Manager
Karl Stickley, PE
Urban Planning Leader
Paul Ryckbost, AICP, PE

Comprehensive Plan Development
Darran Scott, RLA
Ken Senour, CEP, QEP
Meg Nealon, AICP

Visioning/Public Engagement (SWOT Analysis)

- Darran Scott, RLA
- Paul Ryckbost, AICP, PE
- Meg Nealon, AICP

Socioeconomics, Land Use, Population

- Meg Nealon, AICP
- Darran Scott, RLA
- Leslie Novotny

Public Services/Infrastructure

- Karl Stickley, PE
- Larry Roach, PE

Transportation

- Karl Stickley, PE
- Ed Donwerth, PE
- Theron Smith, PE

Economic Development

- Chuck Knight, AIA
- Meg Nealon, AICP
- Hans Butzer, AIA, AK NW, LEED AP

Housing

- Hans Butzer, AIA, AK NW, LEED AP
- Chuck Knight, AIA

Downtown Redevelopment

- Paul Ryckbost, AICP, PE
- Chuck Knight, AIA
- Hans Butzer, AIA, AK NW, LEED AP
- Meg Nealon, AICP

Downtown/Old Town Vitality

- Chuck Knight, AIA
- Darran Scott, RLA
- Hans Butzer, AIA, AK NW, LEED AP
- Meg Nealon, AICP
- Paul Ryckbost, AICP, PE
- Darran Scott, RLA

Community (Urban) Design/Appearance/Historic Preservation

- Chuck Knight, AIA
- Darran Scott, RLA
- Hans Butzer, AIA, AK NW, LEED AP
- Meg Nealon, AICP

Parks & Recreation

- Darran Scott, RLA
- Leslie Novotny

Technology, Resiliency, Healthy Community

- Karl Stickley, PE
- Paul Ryckbost, AICP, PE
- Meg Nealon, AICP

Code of Ordinances, Design Guidelines

- Chuck Knight, AIA
- Hans Butzer, AIA, AK NW, LEED AP
- Kirk Bishop

The chart below lists the project staff and their roles for the development of the plan. All members can be involved in public engagement activities as needed.

Firm	Team Member	Project Role
Guernsey	Ken Senour, CEP, QEP	Principal-in-Charge, Comprehensive Plan Development
	Karl Stickley, PE	Project Manager, Public Services & Infrastructure, Transportation, Technology, Resiliency, Healthy Community
	Paul Ryckbost, AICP, PE	Urban Planning Leader, Visioning/Public Engagement, Downtown Redevelopment, Downtown/Old Town Vitality, Technology, Resiliency, Healthy Community
	Chuck Knight, AIA	Economic Development, Housing, Downtown Redevelopment, Downtown/Old Town Vitality, Community Design/Appearance/Historic Preservation, Code of Ordinances Guidelines
	Darran Scott, RLA	Comprehensive Plan Development, Visioning/Public Engagement, Socioeconomics, Land Use, Population, Community Design/Appearance/Historic Preservation, Parks & Recreation, Downtown/Old Town Vitality
	Leslie Novotny	Socioeconomics, Land Use, Population, Parks & Recreation
	Larry Roach, PE	Public Services & Infrastructure
	Theron Smith, PE	Transportation
	Ed Donwerth, PE	Transportation
	Leslie Novotny	Land Use/Urban Design, Natural Resources/Parks & Recreation, Open Space Landscape Architect
Nealon Planning	Meg Nealon, AICP	Comprehensive Plan Development, Visioning/Public Engagement, Socioeconomics, Land Use, Population, Economic Development, Downtown Redevelopment, Downtown/Old Town Vitality, Technology, Resiliency, Healthy Community
BAU	Hans Butzer, AIA, AK NW, LEED AP	Housing, Community Design/Appearance/Historic Preservation, Economic Development, Housing, Downtown Redevelopment, Downtown/Old Town Vitality, Code of Ordinances, Design Guidelines

Duncan Associates	Kirk Bishop	Code of Ordinances, Design Guidelines

The following pages present resumes of the key professionals involved in this project.



KEN SENOUR, CEP, QEP

**Sr. Vice President;
Principal-in-Charge**

Mr. Senour is a Senior Vice President and Manager of the Engineering and Environmental (E&E) Group and is responsible for managing personnel, projects, contracts, and can align the resources necessary for the completion of a successful comprehensive plan. Ken has 44 years' experience and has a comprehensive background in planning/management. He was the project manager for the Arkansas River Master Plan. He has served as PIC for numerous projects including the City of Enid's Comprehensive Plan/Transportation Plan, the City of Moore's (Energy Efficiency Conservation Strategy), Drop-off Recycling Center, and Alternative Fuel Vehicle Transition and Fleet Management Plan; and the City of Chickasha's (Water & Wastewater Master Plan and Street and Drainage Inventory).

RELEVANT EXPERIENCE

Moore Comprehensive Plan, Moore, OK - Principal-in-Charge

Enid Comprehensive Plan & Master Transportation Plan, Enid, OK - Principal-in-Charge

Land Use Plan-Update, Edmond, OK - Principal-in-Charge

Master Transportation Plan, Edmond, OK - Principal-in-Charge

Stillwater Transportation Enhancement Plan (STEP), Stillwater, OK - Principal-in-Charge

Owasso Transportation Master Plan, Owasso, OK - Principal-in-Charge

Street and Drainage Inventory Master Plan, Chickasha, OK - Principal-in-Charge

Water Master Plan, Enid, OK - Principal-in-Charge

Wastewater Master Plan, Tuttle, OK - Principal-in-Charge

Trails Master Plan, Midwest City & Piedmont, OK - Principal-in-Charge

EDUCATION

BS, Biology & Geography,
Bowling Green State
University

CERTIFICATIONS

Certified Environmental
Professional (CEP)
Qualified Environmental
Professional (QEP)

REGISTRATIONS

OSHA/SARA Operations
Training Certification 40-hour





KARL STICKLEY, PE

Sr. Vice President, Project Manager

Mr. Stickley is a Senior Vice President of Guernsey and has a master's degree in transportation engineering. Karl has served as Project Manager for a variety of master planning projects, including the City of Enid's Comprehensive Plan/Transportation Plan (Co-Manager), the City of Enid's Water Master Plan; ACOG's Corridor Alternatives Analysis Study in Central Oklahoma, the City of Chickasha's (Water & Wastewater Master Plan, Street & Drainage Inventory); the City of Tuttle's Wastewater Treatment Feasibility Study; the City of Edmond's Edmond Land Use Plan, and numerous other municipal studies, analysis, and design projects. Many of his projects demand extensive public meeting efforts where presentations of concepts to focused committees and the general public are essential to the project's success. His familiarity with municipal projects and infrastructure will be critical to the process.

RELEVANT EXPERIENCE

Enid Comprehensive Plan and Transportation Master Plan,
Enid, OK – Project Manager

Moore Comprehensive Plan-Transportation & Utilities
Land Use Plan-Update, Edmond, OK – Project Manager

Sanitary Sewer Hydraulic Modeling, (consultant to
Pipeline Analysis) Citywide, Ardmore, OK – Project
Manager

Wastewater Treatment Plant Feasibility Study, Ardmore
Airpark, Ardmore, OK – Project Manager

Dam Analysis/Condition Assessment at three Dams near
Ardmore, OK – Project Manager

Master Transportation Plan, Edmond, OK – Project
Manager

Stillwater Transportation Enhancement Plan (STEP),
Stillwater, OK – Project Manager

Owasso Transportation Master Plan, Owasso, OK – Project
Manager

Street and Drainage Inventory Master Plan, Chickasha, OK
– Project Manager

Water Master Plan, Enid, OK – Project Manager

EDUCATION

MS, Traffic & Transportation
Engineering, Kansas State
University, 1976

BS, Civil Engineering, Kansas
State University, 1975

REGISTRATION

Professional Engineer, OK,
KS, TX, NM, AR, CO, UT, WY,
FL





PAUL RYCKBOST, AICP, PE

Urban Planning Leader

Mr. Ryckbost is an Urban/Community Planner with over eight years' experience evaluating urban designs, creating comprehensive plans, managing capital improvement plans and construction, and strategic sourcing of utility systems. He formerly was an employee with Oklahoma City serving in the Public Works and Planning Departments. He will be responsible for the overall direction of the project and development of the plan. His familiarity with the comprehensive planning process and the relationship between municipal government and the public will be very valuable to the City. Paul served as a staff member for Oklahoma City's Green Infrastructure Task Force and focused on enhancing the use of low impact development and open space. Paul is the project manager for the City of Enid's Comprehensive Plan/Transportation Plan.

RELEVANT EXPERIENCE

Moore Comprehensive Plan - Project Manager
Enid Comprehensive Plan and Transportation Master Plan, Enid, OK - Urban Planner
PlanOKC (Oklahoma City Comprehensive Plan), Oklahoma City, OK - Lead Staff Member
Oklahoma State University (OSU), Stillwater, OK - Strategic Sourcing
Bricktown Strategic Plan (Bricktown, Stockyards City and Urban Design), Oklahoma City, OK - Design Review Staff
Oklahoma City Design Regulations and Guidelines, Oklahoma City, OK - Planner
Asian District Streetscape, Oklahoma City, OK - Contract and Construction Management
Phase I and Phase II NE 23rd Street Streetscape, Oklahoma City, OK - Construction Management
North Portland Avenue Sidewalk, Oklahoma City, OK - Design and Construction Management
Capitol-Medical Bicycle/Pedestrian Facility, Oklahoma City, OK - Project Designer
2007 General Obligation Bond Election, Oklahoma City, OK - Project Planner

EDUCATION

Master of Urban Planning
University of Michigan (2005)

Bachelor of Science, Civil Engineering
Calvin College (2003)

LICENSING

American Institute of Certified Planners, No. 24704
Oklahoma

Registered Professional Civil Engineer, No. 27244





CHARLES KNIGHT, FAIA, LEED AP, CID, NCARB

**Sr. Vice President;
Downtown Redevelopment, Community
Design/Appearance/Historic Preservation**

Mr. Knight brings relentless passion for communities together around a creative idea and technical solution. He constantly promotes the skill sets architects and engineers bring forward to initiate project viability. Working with community members to identify design opportunities and facilities that they need assistance i.e. programming, planning diagrams, imagery etc. He assists efforts to identify projects and parcels of land to meet the needs of each design. He provides thoughtful leadership to converge with innovative cultural – social ideas with community members and stake holders to strengthen day –to-day practices; reinforcing each community's core values to become even more aware of community wide reach and influence. Mr. Knight brings a broader creative awareness and appreciation for a community's diversity while looking toward new and recommissioned built environments where people can trust community values and a can do attitude with others.

RELEVANT EXPERIENCE

Master Plan, Cleveland State University, Cleveland, OK

New Economic Development Process, "Re-Generative Design" concept of "pay-it-forward", Maldives Islands – Founder (non-profit group)

New Economic Development, "Empowering Social Change Beyond Building" that looks at the impossible as merely an opportunity, Maldives Islands – Founder (non-profit group)

Sustainable Medical Facility Design, 1.7 million SF Children's Hospice, Sri Lanka – Holistic business to create and stimulate financing opportunities for struggling cultures and societies

Community Life Commons, Northwestern College, St. Paul, MN

Great River Energy Headquarters, Maple Grove, MN

Developed programs to help underserved communities through Public, Private, Partnership, Cannon Design and Arizona State University, Pina County, AZ

EDUCATION

BA, Architecture, Oklahoma State University

MA, Architecture, University of Illinois

CERTIFICATIONS

National Council of Architectural Registration Boards (NCARB) Cert # 53974
LEED Accredited Professional

REGISTRATIONS

Registered Architect

Oklahoma

Illinois

Arkansas

Colorado

Fellow American Institute of Architects





DARRAN SCOTT, RLA

Comprehensive Plan Development

Mr. Scott is landscape architect and has 11 years of experience implementing landscape architecture projects. Darran has worked on numerous types of projects to include: master planning, site layout and development, landscape & irrigation design for municipal, state, federal, and private entities. He has extensive experience in streetscape design, park master planning, and sustainable design. He is currently involved with urban planning projects for Enid, Chickasha, Owasso, Purcell, and others.

RELEVANT EXPERIENCE

Moore Comprehensive Plan, Moore OK-Landscape Architect

Trails Master Plan, Piedmont, OK - Project Manager

Enid Comprehensive Plan and Transportation Master Plan, Enid, OK - Project Landscape Architect

Owasso Transportation Master Plan, Owasso, OK-Project Landscape Architect

Community Parks Design, Lawton, OK - Project Manager

Wayfinding Plan Elements and Pilot Project, Norman, OK- Project Manager

63rd Street Enhancements Planning and Design, Oklahoma City, OK - Project Landscape Architect

Northern Oklahoma College Wayfinding Master Plan, Tonkawa, Enid and Stillwater, OK - Project Manager

Moore Downtown Streetscape, Moore, OK - Project Landscape Architect (while with another firm)

Green Avenue Streetscape, Planning, Landscape Architecture and Engineering Design, Purcell, OK - Project Manager

Waste Connections Oklahoma Landfill Expansion and Planning, Oklahoma City, OK - Project Manager

EDUCATION

BLA, Landscape Architecture,
Oklahoma State University, 2004

BS, Landscape Contracting,
Oklahoma State University, 2004

REGISTRATION

Licensed Landscape Architect, OK





LARRY ROACH, PE

Professional Engineer

Mr. Roach's experience spans over 40 years and includes major projects work for communities. His experience also includes public involvement, civil engineering, population projections, water system/water supply evaluations, and wastewater management and treatment. Mr. Roach specializes in the management and execution of capital projects. He has extensive experience in the planning, design, and construction administration of municipal work including water supply, water treatment plants, wastewater treatment plants, storm sewers, sanitary sewers, and water distribution systems. Larry's experience includes the City of Chickasha's Water and Wastewater Master Plan, the City of Enid's Water Master Plan, and the City of Tuttle's Wastewater Master Plan.

RELEVANT EXPERIENCE

Comprehensive Water Supply/Municipal Plans for the Cities of Shawnee, Enid, Oklahoma City, Guthrie, McAlester, Walters & Ardmore, OK

Water System Master Plan, Enid, OK - Sr. Project Engineer

Water/Wastewater/Storm Water Master Plan, Ardmore, OK - Project Manager

Wastewater System/Facility Feasibility Study, Tuttle, OK - Sr. Project Manager

Water and Wastewater System Master Plan, Chickasha, OK - Sr. Project Engineer

Water and Wastewater System Improvements, Chickasha, OK - Project Manager

Oklahoma Comprehensive Water Plan, USACE, Tulsa District and Oklahoma Water Resources Board, Statewide - Sr. Project Manager

Sunflower H2O Initiative, Regional Water System Study, Kansas and Oklahoma - Sr. Project Manager

Water Reuse and Water Non-Reuse Feasibility Study at Lake Thunderbird, Central Oklahoma -Sr. Project Manager

EDUCATION

Biological Science, Oklahoma State University, 1975

Bioenvironmental (Civil) Engineering, Oklahoma State University

REGISTRATION

Professional Engineer, OK



THERON SMITH, PE

Professional Engineer



Mr. Smith has over 35 years of experience as a civil engineer. His focus is transportation, utility, and water resources projects. Project types include engineering design, master planning, and site development for municipal, state, and federal governments and private entities. Additional experience includes: CAD/GIS development, engineering design for infrastructure improvements (roadway, grading, drainage, feasibility studies, water and sewer systems, permitting, etc.), and environmental concerns. Theron served as the Public Works Deputy Director and Engineering Division Manager for the City of Stillwater, Oklahoma where he was responsible for Engineering Design and

Program Management for \$32M in Transportation and Infrastructure Projects. He is thoroughly familiar with municipal engineering design projects.

RELEVANT EXPERIENCE

Moore Comprehensive Plan, Moore, OK - Sr. Project Engineer

Transportation Plan, Owasso, OK - Sr. Project Engineer

Freight Route Feasibility Study, Lawton, OK - Sr. Project Engineer

48" Water Line Design, Oklahoma City, OK - Sr. Project Engineer

Bank Stabilization/Permit Study, Braums near Tuttle, OK - Project Manager

Wichita Travel Plaza Water Line Design, Anadarko, OK - Sr. Project Engineer

Water Line and Sewer Line Replacements for Porter Avenue Widening, Norman, OK - Project Manager

New Facility Design, Planning, and Site Utilities, Confidential Client, Oklahoma City Area, OK - Sr. Project Engineer

Anderson Road Widening and Drainage Improvements, Oklahoma City, OK - Project Manager

12th Avenue Reconstruction and Sewer and Water Line Relocation and Improvements, Stillwater, OK - Project Manager

EDUCATION

BS, Agriculture (Forest Management), Oklahoma State University, 1979

AS, Life Sciences, St. Gregory College, 1977

REGISTRATION

Professional Engineer, OK





ED DONWERTH, PE

Civil Engineer

Mr. Donwerth has eight years' experience in the civil engineering field. He has provided engineering, technical advice and assisted in solutions for municipal, state, and federal clients. Mr. Donwerth is responsible for project coordination, sub consultant coordination and utility relocation coordination and engineering design. Ed's current projects include numerous ODOT roadway and bridge and approaches, City of Owasso's Master Transportation Plan, and Central Oklahoma Corridors Alternatives Analysis Study, Oklahoma

City Region, Association of Central Oklahoma Governments (ACOG). Municipal projects include 192nd Street Widening, 122nd & May to 112th and Miller Drainage Improvements, and 36th Avenue & Quail Drive Intersection Improvements & Drainage Study in Norman.

RELEVANT EXPERIENCE

Central Oklahoma Corridors Alternatives Analysis Study, Oklahoma City Region, Association of Central Oklahoma Governments (ACOG) – Project Engineer

192nd Street Widening (including drainage, drainage structures, sidewalk), Oklahoma City, OK – Project Engineer

36th Avenue NW at Quail Drive & Brookhollow Roadway and Intersection Improvements and Drainage Study, Norman, OK – Project Engineer

Pavement Analysis, Parking Lot Assessment, and Traffic Flow Analysis, Ft. Sill, Oklahoma, USACE, Tulsa District – Project Engineer/Site Evaluations

US-77 Roadway Widening, Resurfacing, Grading & Drainage, and Bridges, Cleveland County, South of Noble, OK, ODOT – Task Manager/Project Engineer

US-75 Realignment and Roadway Improvements, Hughes County, OK, ODOT – Task Manager/Project Engineer

Utility Relocation Coordination for Downtown Streetscape Project 180, Oklahoma City, OK – Task Manager/Project Engineer

EDUCATION

BS, Civil Engineering, University of Oklahoma, 1996

REGISTRATION

Professional Engineer, OK

Oklahoma City ADA Certified





LESLIE NOVOTNY

Landscape Architect Intern

Ms. Novotny has three years of experience as a landscape architect intern. Her experience includes: planning, urban design, and environmental disciplines. Additional experience includes municipal and private development projects from environmental assessments, planning, schematic design, to construction. Her objectives include integrating environmental stewardship with current design trends, technology, social and economic principles. Leslie is currently

working on the City of Enid's Comprehensive Plan/Transportation Plan, the City of Owasso's Transportation Plan, and the City of Purcell's Planning and Green Avenue Enhancement projects.

RELEVANT EXPERIENCE

Moore Comprehensive Plan, Moore OK - Technical Support

Trails Master Plan, Piedmont, OK - Technical Support

Enid Comprehensive Plan and Transportation Master Plan, Enid, OK - Project Landscape Architect Designer, Report Preparation, and Technical Support

Owasso Transportation Master Plan, Owasso, OK - Project Landscape Architect/Public Meetings/Report Preparation

Community Parks Design, Lawton, OK - Tech. Support

Wayfinding Plan Elements and Pilot Project, Norman, OK - Project Manager

Northern Oklahoma College Wayfinding Master Plan, Tonkawa, Enid and Stillwater, OK - Project Designer and Technical Support

Green Avenue Streetscape, Planning, Landscape Architecture and Engineering Design, Purcell, OK - Project Designer and Technical Support

Waste Connections Oklahoma Landfill Expansion and Planning, Oklahoma City, OK - Landscape Designer and Technical Support

Street and Drainage Inventory and Master Plan, Chickasha, OK - Reconnaissance Collection/On-Site Investigation and Technical Support

EDUCATION

MLA, Landscape Architecture, University of Oklahoma

BED, Environmental Design, University of Oklahoma

AA, Arts, Oklahoma City Community College





MEG NEALON, AICP, PLA

Comprehensive Plan Development, Visioning/Public Engagement

Meg Nealon, a community planner and landscape architect, has been assisting clients in the public and private sectors with complex planning and design efforts for 25 years. She combines her analytical capabilities, knowledge, and experience derived from a wide range of projects, which include plans that define sound public policies, establish regulatory frameworks, convey direction through scenario planning and conceptual design plans, initiate change with effective implementation strategies, and are based on inclusive public engagement programs. For most of her career, she was employed by a nationally recognized land planning and urban design firm. As a partner, she led the firm's public sector planning practice. She has also worked with developers, assisting with master planning, entitlements, and due diligence for large-scale mixed-use developments, and she brings this private sector perspective to planning projects. As the founder of Nealon Planning, she is focused on assisting communities to manage change while respecting the natural and cultural assets upon which their identities and economic opportunities are based

RELEVANT EXPERIENCE

Fuquay-Varina Comprehensive Plan, Fuquay-Varina, NC
 Envision Moore (Comprehensive Plan), Moore, OK
 Apex Comprehensive Plan, Apex, NC*
 Apex Comprehensive Plan Update, Apex, NC*
 Apex I-540/South Salem Street Small Area Plan, Apex, NC*
 Apex Western Area Plan, Apex, NC*
 Fort Mill Comprehensive Plan, Fort Mill, SC*
 Fort Mill Comprehensive Plan Update, Fort Mill, SC*
 Harrisburg Area Land Use Plan, Harrisburg, NC*
 Harrisburg Morehead West Area Plan, Harrisburg, NC
 Waynesboro Land Use Guide, Waynesboro, VA*
 Montreat Comprehensive Plan, Montreat, NC*
 Central Franklin Area Plan, Franklin, TN*
 Leander Comprehensive Plan, Leander, TX*
 Haslet Comprehensive Plan, Haslet, TX
 Devine Street/Ft. Jackson Boulevard Node Plan, Columbia, SC*
 University Research Park Area Plan, Charlotte, NC*
 Lake Lure Comprehensive Plan, Lake Lure, NC*
 Statesville Downtown & NC-115 Master Plan, Statesville, NC*
 Hickory Inspiring Spaces Plan, Hickory, NC*

** Project work completed while employed by LandDesign.*

EDUCATION

Master of City & Regional Planning, University of North Carolina/1998

BS, Landscape Architect, University of Georgia, 1991

REGISTRATION

Landscape Architect, NC
 Certified Planner

AFFILIATIONS

American Planning Assoc.
 American Society of Landscape Architects
 Urban Land Institute
 NC Board of Landscape Architects
 Charlotte-Mecklenburg Historic District Commission (2010-2013)





HANS E. BUTZER, AIA, LEED AP

Housing, Downtown Redevelopment, Community Design/Appearance/Historic Preservation

Together with his wife/partner, Has is best known as the co-designer of the internationally acclaimed Oklahoma City Natinal Memorial. Since the dedication of the Memorial in 2000, he remains active in the central Oklahoma community through his teaching, design practice and involvement on various community boards.

Hans continues to be deeply invloved with the design of projects in both Norman and Oklahoma City. He is co-designer of the Century Center Mixed-Use Redevelopment, the Oklahoma Skydance Bridge, and the award-winning SLIVR Archetecture and Engineering Center. The core intent of his work is fostering community through architectural and urban space.

<u>TITLE</u>	<u>AWARDS</u>
Principal	
Dean of Architecture	2016 AIA THOMAS JEFFERSON AWARD
A. Blaine Imel, Jr. Professor	
Mabrey Presidential Professor of Architecture and Urban Design	<u>SELECT CAREER EXPERIENCES</u>
The University of Oklahoma Division of Architecture	MAPS3 DOWNTOWN PARK
	Café, Stage, Beathouse, Play, and Skating Pavilions
	Oklahoma City, OK
<u>EDUCATION</u>	MOORE MASTER PLAN
B. ARCH (High Honors), The University of Texas at Austin,	Moore, OK
1990	
M.ARCH 2, Harvard University Graduate School of Design,	YUKON URBAN GATEWAY SMART CODE
1999	Yukon, OK
<u>PROFESSIONAL LICENSE</u>	ROBINSON HILL MASTER PLAN
Architect, State of Oklahoma	Oklahoma City, OK
Architect, North-Rhine/Westphalia, Germany	
LEED AP, United States Green Building Council	SLIVR CREATIVE LAB
<u>PROFESSIONAL EXPERIENCE</u>	Oklahoma City, OK
Butzer Architects and Urbanism, 2015-Present	
Director	DOWNTOWN AIRPARK MASTER PLAN
Butzer Gardner Architects, 2008-2015	Oklahoma City, OK
Director	
TAParchitecture, 2004-2008	SKYDANCE BRIDGE
Principal of Design	[with S-X- L design consortium]
Butzer Design Partnership, 1990-2004	Oklahoma City, OK
Director	
Meyer Ernst Partner, Berlin, Germany, 1995-1997	THE VILLAGE MASTER PLAN
Director of Design	Oklahoma City, OK
Clemenz und Partner, Berlin, Germany, 1994-1995	
Design Architect	MIDTOWN URBAN RENEWAL PLAN
J.S.K./Perkins & Will, Duesseldorf, Germany, 1992-1994	Oklahoma City, OK
Architect Intern	
	OKLAHOMA CITY NATIONAL MEMORIAL
	Oklahoma City, OK





KIRK BISHOP

Code of Ordinances, Design Guidelines

Kirk is a principal with Duncan Associates. During his 30 years with the firm he has served as a zoning and development code consultant to local governments throughout the U.S.

Kirk's substantial portfolio of work includes development ordinance revisions and code updates for dozens of local governments including several large cities such as Chicago, Philadelphia, Pittsburgh, Kansas City, Detroit, Tulsa, and Toledo. In recognition of his big city zoning experience, he was invited by Harvard University and the Lincoln Institute of Land Policy to serve on a three-member panel of zoning advisors for planning directors of the 25 largest U.S. cities.

Kirk's background also includes code rewrites for many smaller communities and counties, as well as specialized zoning assignments for state and regional agencies. He prepared two feedlot zoning handbooks for the Minnesota Department of Agriculture and recently completed a report for the Indian Nations Council of Government (OK) recommending zoning strategies for alternative fuel vehicle fueling stations.

Before joining Duncan Associates, Kirk was a senior research associate with the American Planning Association, where he served as principal researcher for studies, reports and training workshops. His examination of zoning strategies that enhance the visual quality and functional operation of road corridors was published as a Planning Advisory Service Report, *Designing Urban Corridors*.

Early in his career, Kirk worked as a senior planner with the City of Austin (TX), where he was responsible for zoning and subdivision case review, land-use studies, historic preservation and staff support for a council-appointed citizens' panel charged with reviewing amendments to the city's land development code.

Kirk is a frequent speaker at conferences and training workshops and a regular guest lecturer in the University of Illinois at Chicago's Urban Planning and Public Affairs program.

RELEVANT EXPERIENCE

Chicago, IL - Zoning Ordinance - Project Manager

Philadelphia, PA - Zoning Ordinance - Co-Project Manager

Pittsburgh, PA - Zoning Ordinance - Project Manager

Kansas City, MO - Zoning and Development Code - Principal Planner

Portland, OR - zoning and ordinance Assessment - Project planner

Tulsa, OK - Zoning Code - Project Manager

Toledo, OH - Zoning Code - Project Manager

EDUCATION

MA, Urban and Regional Planning, University of Iowa

BA, Political Science, University of Iowa

LIST OF WORK PERFORMED FOR PUBLIC ENTITIES IN THE LAST FIVE YEARS (include reasoning as to why you consider innovative or distinct)

Guernsey's roots remain firmly entrenched with Oklahoma municipalities and public agencies in developing, improving and upgrading infrastructure and communities. Today, our services are comprehensive and cover a wide spectrum of activities that are beneficial to communities of all sizes. Guernsey is a leader in the performance of a variety of planning and design services for Oklahoma communities. Our focus is to assist in the improvement of quality of life amenities. Communities for which we have provided these services include:

- Ardmore (water, wastewater)
- Altus (water, electrical)
- Ada (water)
- Broken Arrow (water, transportation)
- Chickasha (water, wastewater Streets, drainage)
- Davis (urban planning)
- Edmond (transportation, land use, water)
- Enid (water, comprehensive planning, transportation planning)
- Lawton (transportation, parks)
- Midwest City (parks, land use, trails)
- Moore (sustainability planning, comprehensive planning)
- Oklahoma City (utilities, sustainability, planning, transportation, water, wastewater, drainage, parks, urban design)
- Owasso (transportation planning)
- Ponca City (water)
- Purcell (transportation, landscape architecture)
- Stillwater (transportation planning, Water, wastewater)
- Tulsa (water transportation)
- Tuttle (wastewater)
- Central Oklahoma Master Conservancy Conservancy District (water-Norman, Midwest City, Del City)
- Central Oklahoma Water Resources Authority (water-Yukon, Mustang, El Reno, Okarche, Calumet)
- Foss Reservoir Master Conservancy District (water-Cordell, Hobart, Bessie)
- Association of Central Oklahoma Governments (ACOG) (wastewater-Union City, Minco, Mustang, Tuttle, Newcastle, Moore, OKC, Norman, Noble, Lexington, Purcell)
- US Army Corps of Engineers, Tulsa District – (river community master planning-Tulsa, Sand Springs, Jenks, Bixby, Broken Arrow)

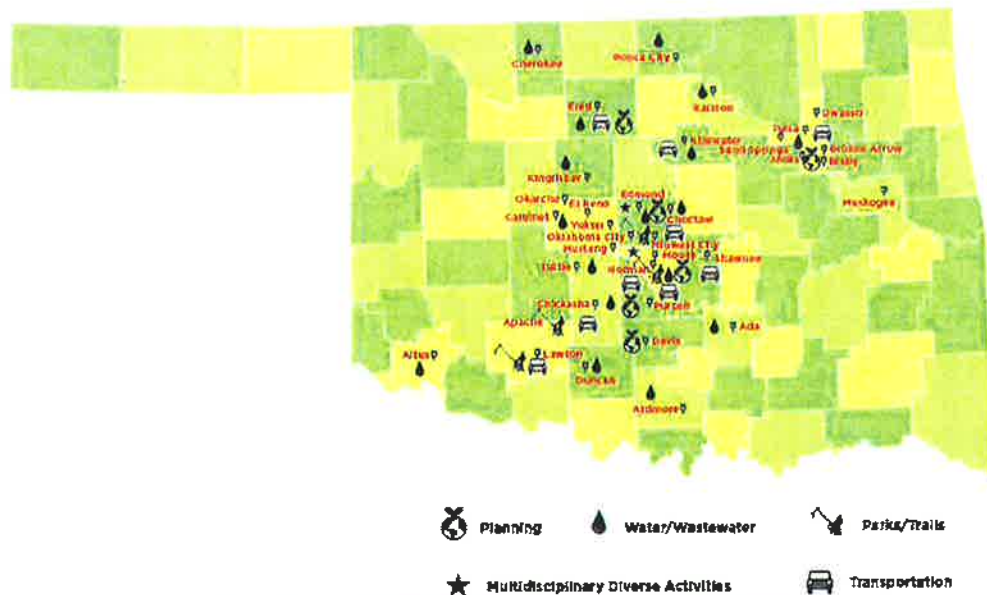
Guernsey has grown and built our staff to accommodate municipalities and communities. Municipalities require services from firms that support the disciplines and expertise to address their challenges. Multidisciplinary specialists are a necessity to accomplish needs. Specific municipal planning projects include:

- Comprehensive Plan/Transportation Plan, City of Enid
- Multi-Modal Transit Transfer Center Feasibility Study, City of Lawton

- Land Use Plan Update, City of Edmond
- Transportation Master Plan, City of Edmond
- Transportation Master Plan, City of Owasso
- Stillwater Transportation Enhancement Plan (STEP), City of Stillwater
- Arkansas River Corridor (42 miles) Master Plan, Tulsa County, OK
- Comprehensive Sustainability Plan & Implementation Study, City of OKC
- Community Trail Master Plan & Implementation, City of Midwest City
- Wayfinding Master Plan, City of Norman
- Wayfinding Master Plan, Northern Oklahoma College (Tonkawa, Enid, Stillwater)
- Water System Master Plan, City of Enid
- Water & Wastewater Master Plan, City of Chickasha
- Wastewater Master Plan, City of Tuttle
- Alternatives Analysis Corridor Study for Mass Transit (Edmond, OKC & Norman), ACOG, Central OK

The map below highlights Oklahoma communities and our involvement with them in a number of areas. As reflected, we have a great understanding of and experience with many communities regarding their challenges. The projects presented on the following pages are diversified, multidisciplinary, and comprehensive.

Projects performed by the **Guernsey** Team, performed in the last five years, fit the model and are specifically focused on McAlester's needs. Detailed descriptions of key projects follow. Key results, innovations and impacts (see the bottom of each project sheet) are highlighted for each project.



Below is our proposed estimated fee. The fee involves a number of factors/variables based on the scope of services/number of meetings, etc.

Planning Element	Not to Exceed Cost
Community SWOT Analysis (Includes Phases 1 & 2 of Scope)	\$56,300
Community Identity and Vision (Includes Phase 3 of Scope)	\$39,400
Comprehensive Plan Update (Includes Phase 4 & 5 of Scope)	\$54,400
*Chapter 62 Land Development Code • Article V – Zoning Ordinance • Article VI – Subdivision Regulations • Article VII – Sign Ordinance •	\$9,300
Any Travel, Overhead, Miscellaneous, Etc. Cost not included above	Included in Elements Shown Above
TOTAL COST	\$159,400

*The cost included is to provide an assessment of needed code amendments. The actual amendments or new ordinances will be negotiated once the plan is nearing completion based on the recommendations of the plan.

We remain flexible regarding the scope and fee. These two pieces can be interpreted differently by the City and other consultants. We are open to further discussion regarding this topic.

The following estimate fee table is provided for convenience and correlates with the provided scope included in the proposal.

PHASE 1: PROJECT INITIATION	\$20,600
1.1 Project Coordination	
1.2 Public Engagement Plan and Implementation	
1.3 Kickoff Meeting with Staff/City Tour	
PHASE 2: CITY ASSESSMENT	\$35,700
2.1 Data Collection	
2.2 Additional Analysis and City Assessment Report	
2.3 Steering Committee Meeting and Community Workshop 1: McAlester Today	
PHASE 3: COMMUNITY IDENTITY AND VISION	\$39,400
3.1 Initial Concept	
3.2 Steering Committee Meeting and Community Workshop 2: Shaping McAlester's Future	
PHASE 4: DIRECTION	\$29,400
4.1 Policy Framework & Implementation Strategies	
4.2 Action Plan	
4.3 Steering Committee Meeting and Community Workshop 3: Putting the Plan into Action	
PHASE 5: PLAN DOCUMENTATION	\$25,000
5.1 Updated Comprehensive Plan Documents	
5.2 Executive Summary	
PHASE 6: CODE	\$9,300
*6.1 Code Development	
TOTAL COST	\$159,400

*The cost included is to provide an assessment of needed code amendments. The actual amendments or new ordinances will be negotiated once the plan is nearing completion based on the recommendations of the plan.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 27, 2017</u>	Item Number:	<u>10</u>
Department:	<u>City Clerk</u>		
Prepared By:	<u>Cora Middleton, City Clerk</u>	Account Code:	<u></u>
Date Prepared:	<u>June 13, 2017</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>Multiple</u>

Subject

Consider and act upon, declaring a 2015 Ford Explorer, vin. #8882, surplus property in accordance with the Code of Ordinances Sec. 2-410 and authorize the City Manager to accept insurance settlement.

Recommendation

Motion to declare a 2015 Ford Explorer, vin. #8882, surplus property and authorize the acceptance of insurance settlement.

Discussion

On May 5, 2017, the 2015 Ford Explorer, vin. #8882, was involved in an accident where it was totaled. Oklahoma Mutual Assurance Group, the City of McAlester's Auto insurance, has offered a settlement in the amount of \$22,435.00 less the \$500.00 deductible.

The insurance claim and supporting documents are following.

Approved By

Department Head		Initial	Date
City Manager	P. Stasiak	CMM	06/13/17
		<u>McAlester Aem</u>	<u>6/22/17</u>



May 9, 2017

City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, OK 74502-0578

Re: Vehicle : 2015 Ford Explorer V#8882
Date of Loss : 5/5/2017
Claim Number : 203421-LR
Loss Type : Auto Collision
Deductible : \$500.00

Dear Ms. Middleton:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Lori Randall
(405) 657-1400
Fax: (405) 657-1401
lrandall@omag.org

We look forward to working with you on this matter. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

05/16/17 - Sending Bill Baker to inspect vehicle
OMAG needs copy of Title ✓
05/31/17 Vehicle Total Loss = Settlement from OMAG
22,435.00 less deductible
or less 3K Salvage if we want
to keep

Fax Transmission**Date:** 5/9/2017 3:17:11 PM**Subject:** Acknowledgement Letter**Total pages:** 2**To:** Cora Middleton**Company:** McAlester**Phone:****Fax:** (918) 421-4971**From:** OMAG Claims Department**Phone:** 4056571400**Fax:** 4056571401

Message:

If you have any questions or additional information, please contact the Adjuster indicated in the letter. Thank you!
OMAG Claims

Cora Middleton

From: Cora Middleton
Sent: Tuesday, May 09, 2017 12:56 PM
To: 'claims@omag.org'
Subject: PD Auto Accident, Brian Greer - 05.05.17
Attachments: 17.05.05, PD Brian Greer accident photo 1.JPG; 17.05.05, PD Brian Greer accident photo 2.JPG; 17.05.05, PD Brian Greer accident photo 3.JPG; 17.05.05, PD Brian Greer accident photo 4.jpg; 17.05.05, PD Brian Greer accident report.pdf; 17.05.05, PD Brian Greer statement.pdf; OMAG Auto Loss Notice, 05.05.17.pdf

To Whom It May Concern;

Attached is information relating to an auto accident that occurred on Friday, May 5, 2017. I do not have repair estimates at this time.

Please call if you have any questions.

Thank you,

Cora Middleton, CMC
City Clerk

This form is for damage to City or Town vehicles *ONLY*. All other General Liability or Auto claims should be reported on the Tort Claim Form.

OMAG AUTO LOSS NOTICE

Today's date: May 9, 2017

Insured: City of McAlester

Date & Time of Incident: May 5, 2017 12:47 pm

Location of Incident: 45 Hwy 69 / George Nigh Exp. McAlester, OK

Location of Damaged City Vehicle (place where it can be inspected, if necessary): 1212 West St., McAlester, OK

CITY VEHICLE INVOLVED IN INCIDENT:

<u>2015</u>	<u>Ford</u>	<u>Explorer</u>	<u>8882</u>
Year	Make	Model	VIN (last 4 digits)

Description of Damages to City Vehicle: Front end
smashed

Estimated Amount of Damages: unknown (Attach estimates if already obtained):

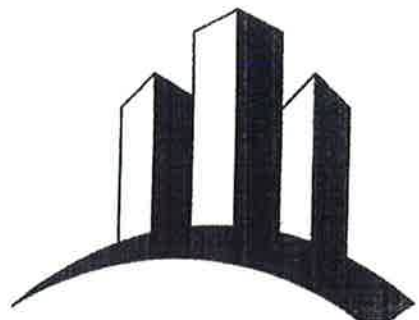
Name of Contact Person: Cora Middleton

Phone Number of Contact Person: (918) 423-9300 ext. 4956

Describe Incident: Police vehicle was traveling through construction zone and rear ended semi-trailer that had stopped.

Attach related reports (Police, OHP, City Acc. Reports, etc.)

FAX OR MAIL THIS FORM IMMEDIATELY TO:
OMAG Claims Department



RECEIVED ON
NOV 08 2017
IN CITY CLERK'S OFFICE

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

Incident Report

Investigation Completed ☒ **X**
 Investigation Made at Scene ☒ **X**
 Photographs ☒ **X**

Pg **1** of **5**

Y N ☒ **X** Revised ☒ **X**
 Y N ☒ **X** Fatality ☒ **X**
 Y N ☒ **X** Hit and Run ☒ **X**

(1) Reporting Agency MCALSTER PD		Case Number (Agency Use) AC2017-0205		Motor Vehicles Involved 02	Number Injured 01	Number Killed 00	
(2) Date of Collision (mm/dd/yyyy) 05052017		Time 1247	County Number and Name 61 PITTSBURG	Nearest City or Town Number and Name In ☒ 50 McAlester			
(3) Distance from Nearest City or Town Limits MI ☐ N ☐ S ☐ E ☐ W		Control # 00	Int ID 00	Location 00	East Grid 000	North Grid 0	
(4) Street, Road or Highway US HWY 89 / GEORGE HIGH EXP		Distance from 0198		(Nearest) Intersecting Street, Road or Highway WADE WATTS			
(5) Unit 01	Occupants 01	Type D	Last Name GREER	First BRIAN	Middle 	Suffix 	
Date of Birth (mm/dd/yyyy) 12031973		Sex M					
(6) Address 28 EAST WASHINGTON		City MCALSTER	State OK	Zip 74501	Telephone (Use Area Code) 9184231212		
(7) Driver License Number R005013684		State OK	Class D	Endorsement(s) 	Restriction(s) 	Inj. Sev. 2	
Type of Injury 16		Drv/Ped. Cond. 01	OP Use 04				
(8) Air Bag 2	Ejected 1	Extricated 1	Test 0	(% BAC) 0	Transported by MCALSTER PD		
To Medical Facility 		License Plate Number C126394		State OK	Month 00	Year 00	
(9) VIN 1FM5K8AR1FGA28882		Vehicle Year 2015	Color BLK	2nd Color 0	Make FORD	Model EXP	
Veh. Cent. 20		Extent of Damage 4					
(10) Insurance Company Name CITY SELF INSURED		Policy Number 		Insurance Telephone (Use Area Code) 			
(11) Vehicle Removed by MOSS		Owner's Last Name CITY OF MCALSTER		First 	Middle 	Suffix 	
(12) Owner's Address 28 E WASHINGTON AVENUE		City MCALSTER	State OK	Zip 74501	Towed Veh. Type 00		
Overized Load 0		Rolled 		Phone present ☒ X			
Phone in use ☐ 							
(13) Citation Number 		Statute/Ordinance Number 	Citation Number 		Statute/Ordinance Number 		
(14) Unit 02	Occupants 01	Type D	Last Name STUCKY	First MARK	Middle ALAN	Suffix 	
Date of Birth (mm/dd/yyyy) 07091955		Sex M					
(15) Address 523 SOUTH ARIZONA ST		City CELINA	State TX	Zip 75009	Telephone (Use Area Code) 9726585204		
(16) Driver License Number 04462368		State TX	Class A	Endorsement(s) N	Restriction(s) P27	Inj. Sev. 1	
Type of Injury 0		Drv/Ped. Cond. 01	OP Use 04				
(17) Air Bag 1	Ejected 1	Extricated 1	Test 0	(% BAC) 0	Transported by 		
To Medical Facility 		License Plate Number D3288HY		State TN	Month 03	Year 2018	
(18) VIN 1M1AW07Y4FM049036		Vehicle Year 2015	Color BLU	2nd Color 0	Make MACK	Model MACK	
Veh. Cent. 08		Extent of Damage 2					
(19) Insurance Company Name TRAVELERS INDEMNITY CO OF CT		Policy Number HC2E840475M5835-17		Insurance Telephone (Use Area Code) 8655848631			
(20) Vehicle Removed by X		Owner's Last Name HIGHWAY TRANS. CHEMICAL LLC		First 	Middle 	Suffix 	
(21) Owner's Address 1500 AMHERST RD		City KNOXVILLE	State TN	Zip 37909	Towed Veh. Type 12		
Overized Load 0		Rolled 		Phone present ☒ X			
Phone in use ☐ 							
(22) Citation Number 		Statute/Ordinance Number 	Citation Number 		Statute/Ordinance Number 		
(23) Investigating Officer SGT VIRDEN, M		Badge Number 36	Trp/Div. Assigned D	Trp/Div. Location D	Reviewer (Init.) K. H.	Reviewer Badge Number 58	
Date of Report (mm/dd/yyyy) 05052017							
Unit Type 0		Injury Severity 0		Type of Injury 0		Driver/Pedestrian Condition 0	
Occupant Protection (OP) in Use 0		Air Bag Deployed 0		Ejected 0		Entirety 0	
Chemical Test 0		Extent of Damage 0		Insurance Verification 0		Overized Load 0	
Towed Vehicle Type 0		Stock Trailer 0		Combination 0		Other 0	

WARNING - STATE LAW

Use of contents for commercial solicitation is unlawful

DPS: 0192-01 REV 0107

(24) Unit	Injured ☐ Witness ☐	Passenger ☐ Prop. Owner ☐	Pos. in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(25) Address	City		State		Zip		Telephone (Use Area Code)		
(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(27) Unit	Injured ☐ Witness ☐	Passenger ☐ Prop. Owner ☐	Pos. in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(28) Address	City		State		Zip		Telephone (Use Area Code)		
(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(30) Unit	Injured ☐ Witness ☐	Passenger ☐ Prop. Owner ☐	Pos. in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(31) Address	City		State		Zip		Telephone (Use Area Code)		
(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(33) Unit	Injured ☐ Witness ☐	Passenger ☐ Prop. Owner ☐	Pos. in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(34) Address	City		State		Zip		Telephone (Use Area Code)		
(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address	
(37) City	State	Zip	
(38) U.S. DOT Number	NAST Report Number	Placard Number	Haz. Mat. Class
	OK		
(39) Unit	Carrier Name	Address	
(40) City	State	Zip	
(41) U.S. DOT Number	NAST Report Number	Placard Number	Haz. Mat. Class
	OK		

Position in Vehicle 00 Not Applicable 18 Front Row - Other 28 Second Row - Other 38 Third Row - Other 48 Fourth Row - Other 50 Sleeper Section of Truck Cab See manual for additional seating examples	Vehicle Configuration 00 N/A 01 Passenger Veh.-2 Dr 02 Passenger Veh.-4 Dr 03 Passenger Veh. Conv. 04 Pickup 05 Single Unit Truck, 2 axles 06 Single Unit Truck, 3+ axles 07 School Bus 08 Truck/Trailer 09 Truck-Tractor (Bobtail) 10 Truck-Tractor/ Semi-Trailer 11 Truck-Tractor/ Double 12 Truck-Tractor/ Triple 13 Bus/Large Van 9-15 occupants including driver 14 Bus 16+ occupants including driver 15 Motorcycle 16 Motor Scooter/ Moped 17 Motor Home 18 Farm Machinery 19 ATV 20 SUV 21 Passenger Van 22 Truck more than 10,000 lbs., Cannot Classify 23 Van 10,000 lbs. or Less 24 Other 99 Unknown	Cargo Body Type 00 N/A 01 Bus 9-15 seats 02 Bus 16+ seats 03 Van / Enclosed Box / Stock Trailer 04 Cargo Tank 05 Flatbed 06 Intermodal 07 Dump Truck/ Trailer 08 Concrete Mixer 09 Auto Transporter 10 Garbage/Refuse 11 Hopper (grain/ chips/gravel) 12 Pole Trailer 13 Log Trailer 14 Vehicle Towing Vehicle 15 Other 98 Unknown

Unit		Total Lanes In Roadway	Legal Speed	Pedestrian / Pedalcyclist Only				Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section)	
Unit	Total Lanes In Roadway	Legal Speed	Actions Prior to Collision	Location at Time of Collision	Safety Equip	Unit Number of Vehicle Striking	Yes	No	
01	04	40					☒	☐	
02	04	40							

This unit will correspond to 'Unit 1'

This unit will correspond to 'Unit 2'

Light	1	What Vehicle Was Going to Do	Unit 1	Unit 2	Under/Override	Unit 1	Unit 2
1 Daylight		00 Not Applicable	06	06	0 Not Applicable	0	0
2 Dark-Not Lighted		01 Go Ahead			1 No Under/Override		
3 Dark-Lighted		02 Turn Left			2 Under/Override, Compartment Intrusion		
4 Dawn		03 Turn Right			3 Under/Override, No Compartment Intrusion		
5 Dusk		04 Make "U" Turn			4 Under/Override, Compartment Intrusion Unknown		
6 Dark-Unknown		05 Stop			5 Override, Motor Vehicle in Transport		
7 Other		06 Slow for Cause			6 Override, Other Motor Vehicle		
9 Unknown		07 Start from Park/Stop			9 Unknown		
		08 Change Lanes					
		09 Overtake					
		10 Pass					
		11 Back					
		12 Remain Stopped					
		13 Remain Parked					
		14 Enter/Merge in Traffic					
		15 Negotiate a Curve					
		16 Park					
		17 Other					
		99 Unknown					

Weather 01

01 Clear

02 Fog/Smog/Smoke

03 Cloudy

04 Rain

05 Snow

06 Sleet/Hail (Freezing Rain/Drizzle)

07 Severe Crosswind

08 Blowing Snow

09 Blowing Sand, Soil, Dirt

10 Other

99 Unknown

Locality 2

1 Residential

2 Business

3 Industrial

4 School

5 Not Built-up

6 Mixed Use

7 Other

9 Unknown

Type of Intersection 0

0 Not an Intersection

1 Y-Intersection

2 T-Intersection

3 Four-Way Intersection

4 Five-Point or More Intersection as Part of Interchange

5 Traffic Circle

6 Roundabout

9 Unknown

Incident Type 00

00 Not an Incident

51 Private Property

52 Deliberate Intent

53 Medical Condition

54 Legal Intervention

55 Suicide

57 Drowning

58 Other

Location of First Harmful Event 01

01 On Roadway

02 Shoulder

03 Median

04 Roadside

05 Gore

06 Separator

07 Parking Lane/Zone

08 Off Roadway, Location Unknown

09 Outside Right-of-Way

10 Other

99 Unknown

Driver Distracted by

0 Not Applicable/None

1 Electronic Communication Devices

2 Other Electronic Device

3 Other Inside Vehicle

4 Other Outside Vehicle

9 Unknown

Road Surface Type

1 Concrete

2 Asphalt

3 Gravel

4 Dirt

5 Brick

6 Other

9 Unknown

Traffic Control

00 No Control

01 Stop Sign

02 Traffic Signal

03 Flashing Traffic Signal

04 School Zone Signs

05 Yield Sign

06 Warning Sign

07 Railroad Advance Warning Sign

08 Railroad Cross Bucks

09 Railroad Gates

10 Railroad Signal

11 No Passing Zone

12 Person (including flagger, law enforcement, crossing guard, etc.)

13 Abnormal Control

14 Other

99 Unknown

Road Surface Conditions

01 Dry

02 Wet

03 Ice/Frost

04 Snow

05 Mud, Dirt, Gravel

06 Slush

07 Water (standing, moving)

08 Sand

09 Oil

10 Other

99 Unknown

Road Character

Grade

1 Level

2 Hillcrest

3 Uphill

4 Downhill

5 Sag (bottom)

Road Alignment

1 Straight

2 Curve - Left

3 Curve - Right

Special Function of Vehicle

00 Not Applicable

01 School Bus

02 Transit Bus

03 Intercity Bus

04 Charter Bus

05 Other Bus

06 Military

07 OHP

08 Other Police

09 Other Law Enforcement

10 Ambulance

11 Fire Truck

12 Public Owned Vehicle

13 Highway Equipment

14 Special Mobilized Machine

15 Other

99 Unknown

Emergency Vehicle Responding to an Emergency

0 N/A

1 Yes

2 No

9 Unknown

Workers Present Yes ☒ No ☐ Unknown ☐

Trafficway

Unit 1 3 Unit 2 3

Vehicle Removal

Unit 1 1 Unit 2 4

Vehicle Condition

Unit 1 01 Unit 2 01

00 Not Applicable

01 Apparently Normal

02 Brakes

03 Headlights

04 Steering

05 Tail Lights

06 Brake Lights

07 Tires/Wheels

08 Suspension

09 Signal lights

10 Windows

11 Truck Coupling/Trailer Hitch/Safety Chains

12 Mirrors

15 Other

13 Wipers

99 Unknown

14 Power Train

Unsafe / Unlawful Contributing Factors

Unit 1 14 Unit 2 98

01 From Stop Sign

02 From Yield Sign

03 Private Drive

04 County Road at Through Highway

05 From Signal Light

06 From Alley

07 To Pedestrian

08 To Vehicle on Right

09 To Vehicle in Intersection

10 To Emergency Vehicles

12 Other

13 Human Element

14 Traffic Condition

15 Weather Condition

16 Driver's Ability (Aged)

17 Inexperienced Driver - Young

18 Exceeding Legal Limit

19 For Traffic Conditions

20 For Type of Roadway (Gravel, Dirt, etc.)

21 For Ice or Snow on Roadway

22 Rain or Wet Roadway

23 Wind

24 Other Weather Conditions

25 Vehicle Condition

26 View Obstruction

27 On Curve/Turn

28 Impeding Traffic

29 Other

30 From Wrong Lane

31 From Direct Course

32 Right

33 Left

34 Turn About/U-Turn

35 To Enter Private Drive

36 In Front of Oncoming Traffic

37 Other

38 CHANGED LANES UNSAFELY

39 STOPPED IN TRAFFIC LANE

40 For Stop Sign

41 For Traffic Signal

42 For School Bus

43 For Railroad Gates/Signal

44 For Officer/Flagman

45 At Sidewalk/Stopline

46 Other

47 Brakes

48 Steering

49 Tires

50 Suspension

51 Headlights

52 Tail Lights

53 Stop Lights

54 Wheel

55 Exhaust System

56 Windshield Wipers

57 Other Mechanical Defects

58 In Meeting

59 No Passing Zone (Unmarked)

60 Marked Zone

61 Other

62 In Marked Zone

63 On Hill/Curve

64 At Intersection

65 Without Sufficient Clearance

66 Other

67 On Roadway

68 Where Prohibited

69 Other

70 Distracted by Passenger in Vehicle

71 Other Distraction inside Vehicle

72 Distraction From Vehicle

73 Other

74 On One Way

75 On Exit Ramp

76 On Entrance Ramp

77 Other

78 Parked Position

79 Other

80 ALCOHOL/DUI/DWI

81 DRUG/DUI

82 Failed to Signal

83 Disregarded Warning Signal

84 Improper Use of Lane

85 Improper Backing

86 Apparently Sleepy

87 Failed to Secure Load

88 Other/Unknown

89 Deer in Roadway

90 Animal in Roadway

91 Domestic Animal in Rdwy

92 Avoiding Other Vehicle

93 Avoiding Pedestrian

94 Object/Debris in Roadway

95 Defect In Roadway

96 Abnormal Traffic Control

97 Improper Bicyclist Action

98 NO IMPROPER ACTION BY DRIVER

99 PEDESTRIAN ACTION

Point of First Contact on Vehicle

Unit 1 12 Unit 2 06

Most Damaged Area

Unit 1 12 Unit 2 06

00 Not Applicable

13 Top

14 Undercarriage

99 Unknown



Case Number **AC2017-0205**Pg **4** of **5**

Latitude				N	Longitude				W	Railroad Crossing Number		Roadway Orientation		Unit Number		Unit Number	
												01	N E S W	S	02	N E S W	S

Indicate North
by Arrow

COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
02	34	00	00	00	34	

00 Not Applicable
10 Overturn/Rollover
11 Fire/Explosion
12 Immersion
13 Jackknife
14 Cargo/Equipment Loss or Shift
15 Equipment Failure (Blown Tire, Brake Failure, etc.)
16 Separation of Units
17 Departed Road Right
18 Departed Road Left
19 Cross Median/Centerline
20 Downhill Runaway

21 Fell/Jumped From Motor Vehicle
22 Thrown or Falling Object
23 Other Non-Collision
PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
30 Pedestrian
31 Pedal Cycle
32 Railway Vehicle (train, engine)
33 Animal
34 Motor Vehicle in Transport
35 Parked Motor Vehicle
36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

- 37 Work Zone/Maintenance Equipment
38 Other Non-Fixed Object
FIXED OBJECT:
40 Barrier (Cable)
41 Barrier (Concrete)
42 Barrier (Other)
43 Fence Pole
44 Fence
45 Traffic Signal Support
46 Traffic Sign Support
47 Utility Pole/Light Support
48 Other Post/Pole/Support
49 Guardrail/Guardrail Face
50 Guardrail End
51 Culvert
52 Curb
53 Island
54 Sand Barrels
55 Impact Attenuator/ Crash Cushion
- 56 Pavement Drop-Off
57 Ditch
58 Embankment
59 Tree (Standing)
60 Dividing Strip
61 Retaining Wall
62 Bridge Abutment
63 Bridge Pier or Support
64 Bridge Rail
65 Bridge Post
66 Bridge Curb
67 Bridge Super Structure (Beams)
68 Bridge Overhead Structure
69 Delineator
70 Mailbox
71 Other Fixed Object
72 Other Highway Structure
73 Ground
99 Unknown

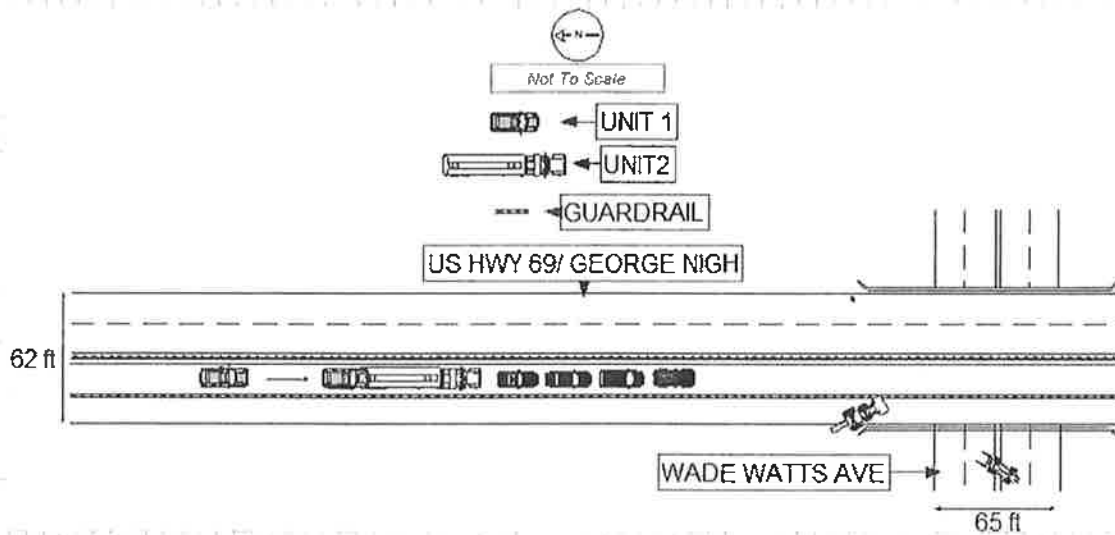
Remarks

UNITS WERE SOUTH ON US HWY 69 IN THE CONSTRUCTION ZONE. THE OUTSIDE LANE WAS CLOSED AND TRAFFIC WAS BEING MOVED INTO THE INSIDE LANE BY TRAFFIC CONES. UNIT 2 SLOWED FOR CAUSE AND THEN CAME TO A STOP LEAVING 9 FT OF SKID MARKS. UNIT 1 WAS UNABLE TO COME TO A STOP AND STRUCK UNIT 2 IN THE REAR. THE ESTIMATED AREA OF IMPACT FROM THE CENTER OF THE INTERSECTION OF US HWY 69 AND WADE WATTS AVE WAS 198 FT NORTH AND 8 FT WEST.

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT
DIAGRAM SUPPLEMENTAL

Case Number AC2017-0205

Pg 5 of 5



ON MAY 5, 2017 I PTL. GREER WAS TRAVELING SOUTH ON US HIGHWAY 69 IN CONSTRUCTION ZONE. A SEMI IN FRONT OF PTL. GREER LOCKED HIS BRAKES AND PTL. GREER ATTEMPTED TO STOP BUT WAS UNABLE TO STOP. PTL. GREER WAS NOT ABLE TO STOP AND HIT THE SEMI FROM BEHIND. SGT. MICKEY VIRDEN CAME TO THE ACCIDENT. SGT. VIRDEN COMPLETED A ACCIDENT REPORT.



PTL. BRIAN GREER



CERTIFICATE OF TITLE

STATE OF OKLAHOMA

VEHICLE IDENTIFICATION NUMBER 1FM5K8AR1FGA28882	YEAR 2015	MAKE FORD	TITLE NO. 611414267007
BODY TYPE UT	MODEL EPR	DATE 1st SOLD 09/08/2014	DATE ISSUED 09/24/2014
AGENT NO. 6114		ODOMETER 25	TYPE OF TITLE ORIGINAL
		ACTUAL	DATE INS. LOSS OR SALVAGE

NAME AND ADDRESS OF VEHICLE OWNER

**CITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502-0578**

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

I, the undersigned, warrant and agree to deliver to the State of Oklahoma, Tax Commission, the person named herein, is the owner of the vehicle described above and is not subject to any other lien or encumbrance, subject to other liens or encumbrances.

CONTROL NO. **142676114A3026**

(This is not a title number)



IF REGISTERED
OWNER (SELLER) IS
A LICENSED DEALER,
PLACE OKLAHOMA
MOTOR VEHICLE TAX
STAMP HERE

ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: _____)

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): _____

Purchaser(s) Complete Address: _____

Actual Purchase Price of Vehicle: _____

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☐ (NO TENTHS)

- ☐ 1. The odometer has exceeded its mechanical limits.
☐ 2. The odometer reading is NOT the actual mileage. Warning - Odometer Discrepancy

Signature of Seller(s): _____ Printed Name of Seller(s): _____

Subscribed and Sworn to Before me this _____ Day of _____, 20____

Notary Public: _____ Commission Expiration: _____

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): _____ Printed Name of Buyer(s): _____

Affix
Notary Seal / Stamp
Here

VOID IF ALTERED

Cora Middleton

From: Lori Randall <lrandall@omag.org>
Sent: Wednesday, May 31, 2017 1:00 PM
To: Cora Middleton
Subject: Estimate for 2015 Ford Explorer Vin #8882
Attachments: Black and White0551.pdf

Cora,

Attached is the estimate we spoke about on the phone for the above mentioned vehicle. The settlement amount for us to pick up the vehicle would be \$22,435.00 minus your \$500.00 Deductible or if you want to keep the vehicle there is a \$3,000.00 Salvage Value.

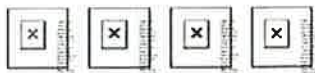
Thanks so much for your help. If you have any questions please give me a call.

Lori

Lori Randall
Claims Adjuster
lrandall@omag.org

Oklahoma Municipal Assurance Group
3650 S. Boulevard St.
Edmond, OK 73013
Phone: (405) 657-1441
Fax: (405) 657-1401
OMAG Web Site

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*light bar, electronics
+ Case - keep?*

Baker Appraisals

William Baker
Baker Appraisals
PO Box 722405
Norman, OK 73070
Work Phone: 405-371-5098
Fax Number: 405-701-5128
billappraisals@cox.net

Estimate
Est #1205, ID #4814933

Owner: City Of McAlester / McAlester, OK
Veh. Info: 2016 Ford Explorer Police 4 Door Utility AWD 3.7L 6 Cyl Gas Injected Point of Impact Front, Ext. Color:Black, License: CI26394, State:OK, Miles In: 30000.0, VIN#: 1FM5K8AR1FGA28882
Ins. Comp.: OMAG - Lori Randall
Other Info: Claim Number: 203421 / Loss Date: 5/5/2017 / Coverage Type: Collision

Description	Part #	Price	Qty	Labor	Paint	Other
FRONT BUMPER						
Replace FRT LWR BUMPER COVER	FO1015113PP	\$184.00	1	Included		
Overhaul FRT BUMPER COVER ASSY				3.0 Body hrs.		
Replace FRT BUMPER REINFORCEMENT BAR	FO1006259DSN	\$242.00	1	0.6 Body hrs.		
R&I FRT BUMPER COVER				Included		
Replace FRT UPR BUMPER COVER	EB5Z 17D857 CPTM	\$559.42	1	Included	2.6 hrs.	
1.0hrs. Clearcoat					1.0 hrs.	
Replace FRT BUMPER VALANCE PANEL	DB5Z 17626 BA	\$192.45	1	Included		
Replace L FRT BUMPER REINFORCEMENT	BB5Z 17E814 B	\$29.22	1	0.1 Body hrs.		
Replace R FRT BUMPER REINFORCEMENT	BB5Z 17E814 A	\$29.82	1	0.1 Body hrs.		
GRILLE						
Replace UPR GRILLE REINFORCEMENT	FO1207113C	\$48.00	1	0.2 Body hrs.		
Replace GRILLE AIR DEFLECTOR	EB5Z 8326 B	\$122.88	1	0.2 Body hrs.		
Replace GRILLE ASSEMBLY	EB5Z 8200 AA	\$1,072.57	1	0.2 Body hrs.		
FRONT LAMPS						
Replace R FRT COMBINATION LAMP ASSEMBLY	FO2503331R	\$873.00	1	0.3 Body hrs.		
Check/Adjust HEADLAMPS				0.4 Body hrs.		
Replace R FRT WARNING LAMP	DG1Z 15A101 J	\$321.82	1			
Replace L FRT COMBINATION LAMP ASSEMBLY	FO2502331R	\$852.00	1	0.3 Body hrs.		
Replace L FRT WARNING LAMP	DG1Z 15A101 J	\$321.82	1			
HOOD						
Replace HOOD PANEL	BB5Z 16612 A	\$1,050.00	1	2.0 Body hrs.	2.7 hrs.	
1.1hrs. Clearcoat					1.1 hrs.	
Replace HOOD RELEASE CABLE	AA5Z 16916 A	\$58.97	1	1.2 Body hrs.		
Replace HOOD SUPPORT ROD	BB5Z 16826 A	\$27.43	1	0.1 Body hrs.		
Replace HOOD LATCH	BB5Z 16700 A	\$72.98	1	0.5 Body hrs.		
Replace L HOOD HINGE	BB5Z 16797 A	\$53.92	1	0.3 Body hrs.	0.5 hrs.	
0.2hrs. Clearcoat					0.2 hrs.	
R&I HOOD ASSY				0.6 Body hrs.		
Replace R HOOD HINGE	BB5Z 16796 A	\$53.90	1	0.3 Body hrs.	0.5 hrs.	
0.2hrs. Clearcoat					0.2 hrs.	
COOLING						
Replace COOLING RADIATOR	RAD13550	\$288.00	1	2.4 Body hrs.		
Replace COOLING FAN MODULE	DG1Z 8C607 D	\$276.53	1	0.8 Body hrs.		
Replace UPR COOLING RADIATOR HOSE	BB5Z 8260 E	\$45.04	1	0.9 Body hrs.		
Replace LWR COOLING RADIATOR HOSE	BB5Z 8286 N	\$48.51	1	1.5 Body hrs.		
TRANS OIL COOLER						
Replace COOLER HOSE -M	DB5Z 7R081 R	\$143.05	1	1.3 Mechanical hrs.		
Replace TRANS OIL COOLER -M	DB5Z 7A095 A	\$199.15	1	0.7 Mechanical hrs.		
A/C /HEATER/VENTILATION						
Replace A/C CONDENSER/TRANS COOLER -M	CND4741	\$152.00	1	2.0 Mechanical hrs.		
R&R EVACUATE & RECHARGE A/C -M				1.4 Mechanical hrs.		
Replace COMPRESSOR HOSE -M	BB5Z 19867 D	\$68.68	1	1.1 Mechanical hrs.		
Replace EVAPORATOR HOSE -M	DB5Z 19A834 D	\$113.52	1	1.6 Mechanical hrs.		

FRONT FENDER

Replace R FENDER PANEL 0.8hrs. Clearcoat	FO1241291C	\$276.00	1	3.4 Body hrs.	2.0 hrs. 0.8 hrs.
Replace R FENDER LINER	FO1249149C	\$114.00	1	0.4 Body hrs.	
Replace L FENDER PANEL 0.8hrs. Clearcoat	FO1240291C	\$276.00	1	3.4 Body hrs.	2.0 hrs. 0.8 hrs.
Replace L FENDER LINER	FO1248149	\$114.00	1	0.4 Body hrs.	

FRONT INNER STRUCTURE

Replace FRT BODY RADIATOR SUPPORT R&R ADD TO R&R MECHANICAL COMPONENTS -M	DB5Z 16138 A	\$466.37	1	5.7 Body hrs. 0.8 Mechanical hrs.	
Replace FRT BODY AIR DEFLECTOR	EB5Z 8326 B	\$122.88	1	0.2 Body hrs.	

AIR BAG SYSTEM

Replace AIR BAG MODULE-DRIVER FRONT -M	DB5Z 78043B13 AA	\$378.13	1	0.5 Mechanical hrs.	
Replace AIR BAG CLOCKSPrING -M	GB5Z 14A664 C	\$275.10	1	0.5 Mechanical hrs.	
Replace AIR BAG RESTRAINT CONTROL MODULE -M	EB5Z 14B321 B	\$564.60	1	0.5 Mechanical hrs.	
Replace L AIR BAG IMPACT SENSOR -M	BK2Z 14B004 A	\$86.50	1	0.3 Mechanical hrs.	
Replace R AIR BAG IMPACT SENSOR -M	BK2Z 14B004 A	\$86.50	1	0.3 Mechanical hrs.	

ENGINE/TRANS

Replace R ENGINE VALVE COVER -M	BR3Z 6582 Q	\$60.75	1	2.6 Mechanical hrs.	
Replace L ENGINE VALVE COVER -M	BR3Z 6582 R	\$59.55	1	1.7 Mechanical hrs.	
Replace ENGINE DIPSTICK -M	DG1Z 6760 AB	\$3.92	1		

AIR CLEANER

Replace AIR CLEANER BODY	AA5Z 9A600 B	\$138.65	1	0.5 Body hrs.	
Replace AIR CLEANER COVER	AG1Z 9661 A	\$51.77	1	0.2 Body hrs.	
Replace AIR CLEANER RESONATOR	BB5Z 9B659 D	\$119.17	1	0.4 Body hrs.	

COWL & DASH

R&I COWL TOP GRILLE				0.6 Body hrs.	

CENTER CONSOLE

R&I CONSOLE				0.8 Body hrs.	

SEAT BELTS

Replace L FRT SEAT BELT	DB5Z 78611B09 AC	\$231.33	1	0.8 Body hrs.	
Replace L FRT SEAT BELT PRETENSIONER	FB6Z 78610E45 A	\$134.00	1	0.8 Body hrs.	

FRONT DOOR

Repair R FRT DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7820124 A			4.0 Body hrs.	2.3 hrs. 0.9 hrs.
R&I R FRT DOOR MIRROR ASSY	DB5Z 17682 UF			0.3 Body hrs.	
R&I R FRT OTR DOOR BELT MOULDING	BB5Z 7821452 A			0.2 Body hrs.	
Replace R FRT DOOR BLACKOUT TAPE	BB5Z 7827742 A	\$83.53	1	0.2 Body hrs.	
R&I R FRT DOOR TRIM PANEL ASSY	EB5Z 7823942 AA			0.6 Body hrs.	
R&I R FRT DOOR OUTSIDE HANDLE	BB5Z 7822404 AA			0.3 Body hrs.	

Repair Frame / Unibody				11.0 Frame hrs.	
Replace Hazardous Waste	②	\$5.00	1		
Replace Cover Car	②	\$10.00	1		

Baker Appraisals

William Baker
Baker Appraisals
PO Box 722405
Norman, OK 73070
Work Phone: 405-371-5098
Fax Number: 405-701-5128
billappraisals@cox.net

Estimate
Est #1205, ID #4814933

Totals

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$6,675.43	✓
Ⓐ Aftermarket Parts			\$4,467.00	✓
Ⓑ Other Parts			\$15.00	✓
Body Labor	39.2	\$48.00	\$1,881.60	✓
Paint Labor	12.6	\$48.00	\$604.80	✓
Mechanical Labor	15.2	\$85.00	\$1,292.00	✓
Frame Labor	11.0	\$65.00	\$715.00	✓
Clearcoat Labor	5.0	\$48.00	\$240.00	✓
Paint Supplies	12.6	\$38.00	\$478.80	✓
Clearcoat Supplies	5.0	\$38.00	\$190.00	✓
Taxable Amount			\$16,559.63	
Tax	0.000%		\$0.00	
Grand Total			\$16,559.63	
Net Total			\$16,559.63	

Cora Middleton

From: Delbert Gilmore
Sent: Wednesday, May 31, 2017 3:14 PM
To: Cora Middleton; Peter Stasiak
Cc: Gary Wansick
Subject: RE: Brian Greer's Patrol vehicle wreck

To All

The engine & trans are damaged on this unit. Along with all front body parts. I think that it would be best to apply the \$2500.00 difference to a new unit.

Glen Gilmore

Fleet Maintenance Supervisor
City of McAlester
Email: delbert.gilmore@cityofmcalester.com
Phone: 918-424-0813
Fax: 918-420-5987

From: Cora Middleton
Sent: Wednesday, May 31, 2017 2:16 PM
To: Peter Stasiak
Cc: Gary Wansick; Delbert Gilmore
Subject: Brian Greer's Patrol vehicle wreck

Pete,

I have spoken with the OMAG adjuster concerning the accident that involved Officer Brian Greer on May 5, 2017 and they are declaring the 2015 Ford Explorer a total loss. We have 2 options of settlement on this vehicle, one is to take a check for the value of \$22,435.00 less the \$500.00 deductible, which would leave \$21,935.00 or keep the vehicle for parts and receive a check for \$19,435.00.

Please advise me on which option you prefer and I will relay that information to OMAG.

Thank you,

Cora

Cora Middleton

From: Peter Stasiak
Sent: Wednesday, May 31, 2017 3:49 PM
To: Delbert Gilmore; Cora Middleton
Cc: Gary Wansick; Toni Ervin; Sheila Norman
Subject: RE: Brian Greer's Patrol vehicle wreck

Thank you Glen. I believe that the lights, cage etc. is well in excess of \$2500.

Sheila and Toni: Please get me the cost of a replacement vehicle along with the packages for consideration.

Thank you,

Pete

From: Delbert Gilmore
Sent: Wednesday, May 31, 2017 3:14 PM
To: Cora Middleton; Peter Stasiak
Cc: Gary Wansick
Subject: RE: Brian Greer's Patrol vehicle wreck

To All

The engine & trans are damaged on this unit. Along with all front body parts. I think that it would be best to apply the \$2500.00 difference to a new unit.

Glen Gilmore

Fleet Maintenance Supervisor
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Please advise me on which option you prefer and I will relay that information to OMAG.

Thank you,

Cora

Cora Middleton

From: Lori Randall <lrandall@omag.org>
Sent: Wednesday, May 31, 2017 4:32 PM
To: Cora Middleton
Subject: RE: Estimate for 2015 Ford Explorer Vin #8882

Definitely remove the after market items. I will send you a Proof of Loss, Power of Attorney forms for signatures and a coverage change form to drop the vehicle from coverage. Then we will need the original title for the sale of the salvage. The Power of Attorney is also for the sale and to turn over the title. I will send these forms on Friday, we are out tomorrow for a volunteer event. I will not schedule the pick-up with the salvage company until you have everything removed from the vehicle.

Thanks for letting me know.

Talk to you Friday.

Lori

Lori Randall
Claims Adjuster
lrandall@omag.org

Oklahoma Municipal Assurance Group
3650 S. Boulevard St.
Edmond, OK 73013
Phone: (405) 657-1441
Fax: (405) 657-1401
OMAG Web Site

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From: Cora Middleton [mailto:cora.middleton@cityofmcalester.com]
Sent: Wednesday, May 31, 2017 4:21 PM
To: Lori Randall <lrandall@omag.org>
Subject: RE: Estimate for 2015 Ford Explorer Vin #8882

Lori,

It has been decided to not retain the vehicle. The Police Chief has asked about removing the light bar, electronics and the cage. Is that permissible or will that change the settlement offer?

Cora

From: Lori Randall [mailto:lrandall@omag.org]
Sent: Wednesday, May 31, 2017 1:00 PM
To: Cora Middleton <cora.middleton@cityofmcalester.com>
Subject: Estimate for 2015 Ford Explorer Vin #8882

Cora,

Cora Middleton

From: Lori Randall <lrandall@omag.org>
Sent: Wednesday, June 07, 2017 11:01 AM
To: Cora Middleton
Subject: 2015 Ford Explorer Vin # 8882
Attachments: Black and White0559.pdf

Cora,

Attached please find the settlement forms for the above mentioned totaled vehicle. Please have them signed and dated in front of a notary and return to us via email or fax. Upon receipt of signed forms we will mail your settlement check. Please mail the original title to us for the Salvage Company to sell the vehicle.

Also, is the vehicle ready to be picked up? You had mentioned they were going to remove the aftermarket equipment from the vehicle. Thanks so much for your help with the claim. Sorry about the delay on getting the forms to you. If you have any questions please feel free to call me.

Thanks,

Lori

Lori Randall
Claims Adjuster
lrandall@omag.org

Oklahoma Municipal Assurance Group
3650 S. Boulevard St.
Edmond, OK 73013
Phone: (405) 657-1441
Fax: (405) 657-1401
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SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

Policy No. 1400439
Policy Period: 7/1/2016 to 7/1/2017

Company Claim No.
203421-LR

To: OKLAHOMA MUNICIPAL ASSURANCE GROUP

By the above numbered policy of insurance, you insured **City of McAlester, Oklahoma**
(hereinafter called the insured) against loss or damage to the automobile described as follows:

Model Year	Make	Type of Body	Numbers		
2015	Ford	Explorer	Motor	Serial Vin # 8882	State License

Origin: A loss caused by collision occurred on the 5th day of May, 2017,
about the hour of _____, the full particulars of which are as follows: _____

Title and Interest: Loss Description. IV hit OV in construction.
The Insured was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by bailment lease, conditional sale, mortgage or other encumbrance or otherwise, except:

Other Insurance: At the time of this loss, there was no other insurance on said automobile covering the same perils except:

Use: At the time of this loss, the said automobile was being used for business
And was not being used to carry passengers for compensation or rental or leased for any illegal purpose except

Subrogation: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the Insured and the Insured in consideration of the payment made under this policy hereby subrogates the Said company to all rights and causes of action the said Insured has against any person, persons, or corporations whomsoever for damage arising out of or incident to said loss or damage to said property and authorizes said Company to sue in the name of the Insured but at the cost of the Company any such third party, pledging full cooperation in such action.

Cash Value	Whole Loss	Amount Deductible	Amount Claimed Under This Policy
\$	\$ 22,435.00	500.00	\$21,935.00

The said loss did not originate by any act, design or procurement on my/our part nor on the part of anyone having interest in the property insured, or in the said policy of insurance; not in any consequence of any fraud or evil practice done or suffered by me/us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of this blank or the preparation of proof by a Representative of the above insurance company is not a waiver of any of its rights.

"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

STATE OF _____
COUNTY OF _____

X _____ City/Town
(Authorized City Official's signature)

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

INSURED'S RELEASE

The above Insurance Company is hereby authorized and empowered to pay, at its option, as follows:

To _____ the sum of \$ _____
To _____ the sum of \$ _____
To _____ the sum of \$ _____
To _____ the sum of \$ _____

Total Insured Loss and Damage \$ _____

In full settlement and satisfaction for all loss and damage for which claim is made in this proof of loss.

In consideration of such payments, said company is hereby discharged and forever released from any and all further claim, demand or liability whatsoever for said loss and damage, under or by reason of said policy.

WITNESS: _____ Insured

WITNESS: _____ Loss Payee

POWER OF ATTORNEY

STATE OF OKLAHOMA
COUNTY OF Pittsburg

We, the City of McAlester, Oklahoma, Owner of the following motor vehicle:

2015 Ford Explorer V#8882,

by this instrument constitute and appoint Oklahoma Municipal Assurance Group of Oklahoma County, my true and lawful attorney, for me and in my name to assign title to said motor vehicle and/or to execute all necessary written instruments in connection therewith and to whomsoever as may be designated by my said attorney.

Executed on this the _____ day of _____, 2017

Signed _____

Subscribed and Sworn to before me this _____ day of _____, 2017

Notary Public County State

**OMAG
AUTO / TRAILER COVERAGE CHANGES**

OMAG'S NAICS CODE: 524292

When requested please provide to your tag agent.

DATE: _____

OMAG STAFF: Underwriting

PLAN MEMBER: _____

PH#: _____

PERSON REQUESTING CHANGES: _____

FAX#: _____

ADD DELETE or CHANGE?

(circle one)

DATE EFFECTIVE: _____

NOTE: If deleting or making a change in coverage, please write the number of the vehicle from your current OMAG Vehicle schedule on the line provided below.

Loss Payee

If bank has requested to be listed as "loss payee" (LP) on this vehicle please write bank name & address w/ city, state & zip code below.

1. YEAR: _____ 2. MAKE: _____

2. MODEL: _____

3. TRAILER CLASS CODE: _____ * See below

4. VEHICLE IDENTIFICATION NUMBER: _____

5. FACTORY DELIVERED: _____

Only need if full coverage is desired (If factory delivered not available list purchase price)

VALUE OF EQUIPMENT: _____

**(Please submit schedule of equipment)

6. DEPARTMENT USED BY & UNIT NO. ASSIGNED: _____

If deleting (LP) you may use this form. Please make sure you list the vehicle you are deleting the (LP) from.

* **Trailer Class Codes:** Class Code 67499 Semi-Trailer (Trailers equipped with a fifth-wheel) Class Code 68499 Trailer with a load capacity of more than 2000 pounds Class Code 67499 Trailer with a load capacity of less than 2000 pounds

****Equipment must be listed to be covered under Equipment Physical Damage (equipment-lightbars, cameras, sirens, etc.) must be listed and premium charged for coverage**

(If **LIABILITY** coverage is the only coverage desired, please place a mark next to the liability. If **FULL COVERAGE** is desired, please mark liability and list deductible amounts desired for comprehensive & collision)

IMPORTANT: SPECIFY COVERAGE REQUEST

LIABILITY: _____

COMPREHENSIVE: _____

SPECIFIED PERILS: _____

COLLISION: _____

DEDUCTIBLE: _____

DEDUCTIBLE: _____

REASON FOR DELETING VEHICLE: _____

"I CERTIFY THAT THIS VEHICLE DOES NOT HAVE A SALVAGE TITLE AND THAT OUR CITY/TOWN DOES HOLD TITLE OR A LEASEHOLD INTEREST IN THIS VEHICLE."

AUTHORIZED SIGNATURE: _____

Fax: (405) 657-1401 OR mail to OMAG at 3650 S. Blvd, Edmond, OK 73013-5581 - Attn: Underwriting
(This form may be copied or printed from www.omag.org - Forms)

Baker Appraisals

William Baker
Baker Appraisals
PO Box 722405
Norman, OK 73070
Work Phone: 405-371-5098
Fax Number: 405-701-5128
billappraisals@cox.net

Estimate
Est #1205, ID #4814933

Owner: City Of McAlester / McAlester, OK
Veh. Info: 2015 Ford Explorer Police 4 Door Utility AWD 3.7L 6 Cyl Gas Injected Point of Impact Front, Ext. Color:Black, License: C126394, State:OK, Miles In: 30000.0, VIN#: 1FM5K8AR1FGA28882
Ins. Comp.: OMAG - Lori Randall
Other Info: Claim Number: 203421 / Loss Date: 5/5/2017 / Coverage Type: Collision

Description	Part #	Price	Qty	Labor	Paint	Other
FRONT BUMPER						
Replace FRT LWR BUMPER COVER	FO1015113PP	\$184.00	1	Included		
Overhaul FRT BUMPER COVER ASSY				3.0 Body hrs.		
Replace FRT BUMPER REINFORCEMENT BAR	FO1006259DSN	\$242.00	1	0.6 Body hrs.		
R&I FRT BUMPER COVER				Included		
Replace FRT UPR BUMPER COVER	EB5Z 17D957 CPTM	\$558.42	1	Included	2.6 hrs.	
1.0hrs. Clearcoat						1.0 hrs.
Replace FRT BUMPER VALANCE PANEL	DB5Z 17626 BA	\$192.45	1	Included		
Replace L FRT BUMPER REINFORCEMENT	BB5Z 17E814 B	\$29.22	1	0.1 Body hrs.		
Replace R FRT BUMPER REINFORCEMENT	BB5Z 17E814 A	\$29.82	1	0.1 Body hrs.		
GRILLE						
Replace UPR GRILLE REINFORCEMENT	FO1207113C	\$48.00	1	0.2 Body hrs.		
Replace GRILLE AIR DEFLECTOR	EB5Z 8326 B	\$122.88	1	0.2 Body hrs.		
Replace GRILLE ASSEMBLY	EB5Z 8200 AA	\$1,072.57	1	0.2 Body hrs.		
FRONT LAMPS						
Replace R FRT COMBINATION LAMP ASSEMBLY	FO2503331R	\$873.00	1	0.3 Body hrs.		
Check/Adjust HEADLAMPS				0.4 Body hrs.		
Replace R FRT WARNING LAMP	DG1Z 15A101 J	\$321.82	1			
Replace L FRT COMBINATION LAMP ASSEMBLY	FO2502331R	\$852.00	1	0.3 Body hrs.		
Replace L FRT WARNING LAMP	DG1Z 15A101 J	\$321.82	1			
HOOD						
Replace HOOD PANEL	BB5Z 16612 A	\$1,050.00	1	2.0 Body hrs.	2.7 hrs.	
1.1hrs. Clearcoat						1.1 hrs.
Replace HOOD RELEASE CABLE	AA5Z 16916 A	\$58.97	1	1.2 Body hrs.		
Replace HOOD SUPPORT ROD	BB5Z 16826 A	\$27.43	1	0.1 Body hrs.		
Replace HOOD LATCH	BB5Z 16700 A	\$72.98	1	0.5 Body hrs.		
Replace L HOOD HINGE	BB5Z 16797 A	\$53.92	1	0.3 Body hrs.	0.5 hrs.	
0.2hrs. Clearcoat						0.2 hrs.
R&I HOOD ASSY				0.6 Body hrs.		
Replace R HOOD HINGE	BB5Z 16796 A	\$53.90	1	0.3 Body hrs.	0.5 hrs.	
0.2hrs. Clearcoat						0.2 hrs.
COOLING						
Replace COOLING RADIATOR	RAD13560	\$286.00	1	2.4 Body hrs.		
Replace COOLING FAN MODULE	DG1Z 8C607 D	\$278.53	1	0.8 Body hrs.		
Replace UPR COOLING RADIATOR HOSE	BB5Z 8260 E	\$45.04	1	0.9 Body hrs.		
Replace LWR COOLING RADIATOR HOSE	BB5Z 8286 N	\$49.51	1	1.5 Body hrs.		
TRANS OIL COOLER						
Replace COOLER HOSE -M	DB5Z 7R081 R	\$143.05	1	1.3 Mechanical hrs.		
Replace TRANS OIL COOLER -M	DB5Z 7A095 A	\$199.15	1	0.7 Mechanical hrs.		
A/C /HEATER/VENTILATION						
Replace A/C CONDENSER/TRANS COOLER -M	CND4741	\$152.00	1	2.0 Mechanical hrs.		
R&R EVACUATE & RECHARGE A/C -M				1.4 Mechanical hrs.		
Replace COMPRESSOR HOSE -M	BB5Z 19867 D	\$68.68	1	1.1 Mechanical hrs.		
Replace EVAPORATOR HOSE -M	DB5Z 19A834 D	\$113.52	1	1.5 Mechanical hrs.		

FRONT FENDER						
Replace R FENDER PANEL	FO1241291C	\$276.00	1	3.4 Body hrs.	2.0 hrs.	
0.8hrs. Clearcoat					0.8 hrs.	
Replace R FENDER LINER	FO1249149C	\$114.00	1	0.4 Body hrs.		
Replace L FENDER PANEL	FO1240291C	\$276.00	1	3.4 Body hrs.	2.0 hrs.	
0.8hrs. Clearcoat					0.8 hrs.	
Replace L FENDER LINER	FO1248149	\$114.00	1	0.4 Body hrs.		
FRONT INNER STRUCTURE						
Replace FRT BODY RADIATOR SUPPORT	DB5Z 16138 A	\$466.37	1	5.7 Body hrs.		
R&R ADD TO R&R MECHANICAL COMPONENTS				0.8 Mechanical hrs.		
-M						
Replace FRT BODY AIR DEFLECTOR	EB5Z 8326 B	\$122.88	1	0.2 Body hrs.		
AIR BAG SYSTEM						
Replace AIR BAG MODULE-DRIVER FRONT	DB5Z 78043B13 AA	\$378.13	1	0.5 Mechanical hrs.		
-M						
Replace AIR BAG CLOCKSPring	GB5Z 14A664 C	\$275.10	1	0.5 Mechanical hrs.		
Replace AIR BAG RESTRAINT CONTROL	EB5Z 14B321 B	\$564.60	1	0.5 Mechanical hrs.		
MODULE -M						
Replace L AIR BAG IMPACT SENSOR	BK2Z 14B004 A	\$86.50	1	0.3 Mechanical hrs.		
Replace R AIR BAG IMPACT SENSOR	BK2Z 14B004 A	\$86.50	1	0.3 Mechanical hrs.		
ENGINE/TRANS						
Replace R ENGINE VALVE COVER	BR3Z 6582 Q	\$60.75	1	2.6 Mechanical hrs.		
Replace L ENGINE VALVE COVER	BR3Z 6582 R	\$59.55	1	1.7 Mechanical hrs.		
Replace ENGINE DIPSTICK	DG1Z 6750 AB	\$3.92	1			
AIR CLEANER						
Replace AIR CLEANER BODY	AA5Z 9A600 B	\$138.65	1	0.5 Body hrs.		
Replace AIR CLEANER COVER	AG1Z 9861 A	\$51.77	1	0.2 Body hrs.		
Replace AIR CLEANER RESONATOR	BB5Z 9B659 D	\$119.17	1	0.4 Body hrs.		
COWL & DASH						
R&I COWL TOP GRILLE				0.6 Body hrs.		
CENTER CONSOLE						
R&I CONSOLE				0.8 Body hrs.		
SEAT BELTS						
Replace L FRT SEAT BELT	DB5Z 78611B09 AC	\$231.33	1	0.8 Body hrs.		
Replace L FRT SEAT BELT PRETENSIONER	FB5Z 78610E45 A	\$134.00	1	0.8 Body hrs.		
FRONT DOOR						
Repair R FRT DOOR SHELL	FB5Z 7820124 A			4.0 Body hrs.	2.3 hrs.	
0.9hrs. Clearcoat					0.9 hrs.	
R&I R FRT DOOR MIRROR ASSY	DB5Z 17682 UF			0.3 Body hrs.		
R&I R FRT OTR DOOR BELT MOULDING	BB5Z 7821452 A			0.2 Body hrs.		
Replace R FRT DOOR BLACKOUT TAPE	BB5Z 7827742 A	\$83.53	1	0.2 Body hrs.		
R&I R FRT DOOR TRIM PANEL ASSY	EB5Z 7823942 AA			0.6 Body hrs.		
R&I R FRT DOOR OUTSIDE HANDLE	BB5Z 7822404 AA			0.3 Body hrs.		
Repair Frame / Unibody						
Replace Hazardous Waste	③	\$5.00	1			
Replace Cover Car	③	\$10.00	1			

Baker Appraisals

William Baker
Baker Appraisals
PO Box 722405
Norman, OK 73070
Work Phone: 405-371-5098
Fax Number: 405-701-5128
billappraisals@cox.net

Estimate
Est #1205, ID #4814933

Totals

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$6,675.43	✓
Ⓜ Aftermarket Parts			\$4,467.00	✓
Ⓜ Other Parts			\$15.00	✓
Body Labor	39.2	\$48.00	\$1,881.60	✓
Paint Labor	12.6	\$48.00	\$604.80	✓
Mechanical Labor	15.2	\$85.00	\$1,292.00	✓
Frame Labor	11.0	\$65.00	\$715.00	✓
Clearcoat Labor	5.0	\$48.00	\$240.00	✓
Paint Supplies	12.6	\$38.00	\$478.80	✓
Clearcoat Supplies	5.0	\$38.00	\$190.00	✓
Taxable Amount			\$16,559.63	
Tax	0.000%		\$0.00	
Grand Total			\$16,559.63	
Net Total			\$16,559.63	



McAlester City Council

AGENDA REPORT

Meeting Date:	June 27, 2017	Item Number:	11
Department:	Economic Development		
Prepared By:	Kirk Ridenour, Director	Account Code:	
Date Prepared:	June 16, 2017	Budgeted Amount:	
		Exhibits:	4

Subject

Consider and act upon, to authorize the execution of a third Professional Services Agreement with The Spectrum Group to provide technical and logistical assistance to establish the goals, objectives, and timing of the 2017 Annual Stampede Event and to provide Legislative/Department of Defense monitoring and advocacy services.

Recommendation

Motion to approve and authorize the execution of the FY18 Professional Services Agreement with the The Spectrum Group.

Discussion

Exhibits for Discussion:

1. FY18 Professional Services Agreement with The Spectrum Group
2. Exhibit "A" to the Agreement – Scope of Services
3. Exhibit "B" to the Agreement – funding Sources for Contract Services
4. Highlight of Professional Services provided by The Spectrum Group for FY15 and FY16

Approved By

		Initial	Date
Department Head	Ridenour	KR	06/19/2017
City Manager	P. Stasiak	<i>McLuddy</i> AEM	6/22/17

PROFESSIONAL SERVICES CONSULTING AGREEMENT

AGREEMENT made this ____ day of June 2017 by and between, the **City of McAlester**, a municipal corporation, with offices located at 28 East Washington Avenue, McAlester, OK 74501 (hereinafter City); **McAlester Defense Support Association**, a 501 (c) (6) corporation with offices located at PO Box 1889, McAlester, OK 74502 (hereinafter MDSA); and **The SPECTRUM Group**, a Delaware corporation, with offices located at 11 Canal Center Plaza, Suite 300, Alexandria, VA 22314 (hereinafter TSG / TPG Team).

WHEREAS, the City and MDSA desires to retain the services of the TSG / TPG Team to provide consultant services, and

WHEREAS, TSG / TPG Team is willing to provide said services for the City and MDSA, subject, however, to all of the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **General Representation**

TSG / TPG Team will assign the following members to this project:

- Team Co-Leaders: Honorable Anthony Principi & Mr. Gregory Sharp;
- Project Manager: MG Jerry Harrison, USA (Ret.)
- Project team:
 - Captain Carol Schmidt, USN (Ret.)
 - LTC Don Fix, USA (Ret.)
 - Mr. Jim Sutton, SES, USA (Ret.)

Other TSG / TPG Team members will be assigned as required.

2. **Services**

2.1 TSG / TPG Team shall use its best efforts to provide consulting services to the City and MDSA which will include, but not necessarily be limited to, the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein.

2.1.1 **Additional Services**

The Scope of Services set forth in Exhibit "A" may be amended from time to time to add additional services subject to costs negotiated between the City, MDSA and the TSG / TPG Team. The City and MDSA may review Detailed Action Plans

submitted by TSG, and may add an amendment detailing additional services and cost for the period for the period of the contract.

2.1.2 Contract Term

- (a.) The term of the Professional Services Agreement shall be for a twelve month period from July 1, 2017 through June 30, 2018.
- (b.) Subject to the approval of the McAlester City Council, an additional term may be added for the twelve month period from July 1, 2018 through June 30, 2019.

2.2 TSG / TPG Team will work directly with and take guidance from Mr. Kirk Ridenour, Economic Development Director, City of McAlester or others designated by City and MDSA.

3. Costs

3.1 Total proposed fee to accomplish tasks identified in the Required Scope of Services are set forth in Exhibit B.

3.2 Description of Fees for Contingencies and Additional Services

The fees set forth in Exhibit B are exclusive of the food and beverage cost and possible rental cost in hosting an annual Stampede Event in Washington D.C. In both cases the TSG / TPG Team will present to the City and MDSA several proposals with budget alternatives for a final decision.

3.3 In consideration of the services performed hereunder, City and MDSA agrees to pay TSG / TPG Team:

- Contract term (July 1, 2017 through June 30, 2018)
 - \$5,000 per month for a period of twelve (12) months. The first payment is due on July 1, 2017, to be followed by monthly invoices during the base term of this agreement.
 - Up to \$4,000 of travel expenses as they occur.

3.4 TSG / TPG Team will submit invoices monthly for consulting services and related expenses. Expenses shall be invoiced at direct cost and shall be accompanied by supporting documentation. TSG / TPG Team monthly invoices shall give a breakout of the amount of the invoice that would be considered lobbying (Direct and Indirect) versus the amount of the invoice for non-lobbying activities.

3.5 All fees to TSG / TPG Team for services shall be due and payable within 30 days. All balances not paid on the due dates specified herein will bear interest at the rate

of one and one-half percent (1.5%) per month until paid in full. All costs of collection incurred by TSG / TPG Team of fees that are more than sixty (60) days past due shall be paid by City/MDSA promptly upon demand.

4. Limitations

- 4.1 Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.
- 4.2 TSG / TPG Team represents that there is no conflict of interest between its performance in any consulting capacity under this Agreement and its relationship with other clients. If at any time in the future, it is believed that there is a potential conflict of interest, TSG / TPG Team will promptly so advise.
- 4.3 TSG / TPG Team shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City or MDSA. Consultant shall have exclusive control of and the exclusive right to control the manner, method and details of its operations hereunder and all persons performing same, except as to the final result or deliverable products required under the Scope of Services herein, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. TSG / TPG Team shall not be entitled to any of the rights and benefits customarily extended to City or MDSA employees.
- 4.4 In the event City or MDSA hires or retains independently the services of any TSG / TPG Team member who has performed services under this Agreement during the term of the Agreement or within six months of that member completing the performance of such services, MDSA shall pay TSG / TPG Team an amount equal to either (a) 25% of the first year's salary in the case of a hire or (b) 25% of the fees billed to any and all clients based on the member's services during the previous twelve months.
- 4.5 Either party may terminate this Agreement without further liability to the other party by giving 30 days prior written notice of such termination. Upon receipt of a notice of termination, TSG / TPG Team shall promptly cease placing orders and all further work pursuant to the Agreement with such exceptions, if any, specified in the notice of termination. The City and MDSA shall pay TSG / TPG Team for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5. Confidentiality

- 5.1 For the purpose of this clause, data means all information, including legal and government documents, financial results and projections, customer lists, business plans, drawings, prints, specifications, reports, and designs.
- 5.2 TSG / TPG Team agrees that all knowledge and data received from or about City and/or MDSA by virtue of the performance of services under and pursuant to this Agreement shall for all times and all purposes be regarded by TSG / TPG Team as strictly confidential. TSG / TPG Team shall not publish or otherwise disclose or use such data, except for the benefit of City and MDSA pursuant to this Agreement, subject to appropriate confidentiality restrictions on the recipient. However, there shall be no restriction on disclosure of information, which is or becomes publicly known other than as a result of a breach of obligation defined in this provision. On termination of this Agreement, all data prepared for on or behalf of City and MDSA shall be delivered to City and MDSA and will be maintained as confidential for two years thereafter by TSG / TPG Team.
- 5.3 TSG / TPG Team agrees to maintain confidential information provided by City and/or MDSA in relation to this Agreement, as it is agreed by both parties that it is advisable to act upon information learned consistent with the goals and objectives of City and MDSA.
- 5.4 TSG / TPG Team represents and warrants that it has the legal right and ability to represent City and MDSA and perform said services under and pursuant to this Agreement, and in providing said services shall at all times comply with all applicable federal, state, and local laws, and the Federal Acquisition Regulations. TSG / TPG Team hereby certifies that they are familiar with the provisions of the Procurement Integrity Act (41 U.S.C. 423) and implementing regulations issued thereunder and shall strictly comply with such law and regulations. TSG / TPG Team and MDSA shall comply in all respects with all applicable federal, state, and local laws, rules, and regulations of the United States and all applicable international agreements in the performance of their respective obligations under this Agreement.

6. Notices

All notices, requests, instructions, or other documents required hereunder shall be deemed to have been given or made when delivered by registered mail or certified mail, return receipt requested, postage prepaid or other reputable overnight mail delivery or courier service to:

If to TSG / TPG Team, then:

Spectrum Consulting LLC
ATTN: Mr. Gregory L. Sharp
11 Canal Center Plaza, Suite 300
Alexandria, VA 22314
Tel: (703) 683-4222

If to City/MDSA, then:

City of McAlester
ATTN: Ms. Cora Middleton, City Clerk
McAlester City Hall
28 East Washington Avenue
McAlester, OK 74501
Tel: (918) 423-9300

7. Assignability

The TSG / TPG Team shall not sell, assign, transfer or convey any interest in this Agreement in whole or in part without the prior written consent of the City and MDSA. No assignment, transfer or conveyance under this Agreement will be effective without the prior written consent of the City and MDSA.

8. Governing Law

This Agreement is entered into subject to the Charter and Ordinances of the City of McAlester, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Oklahoma and Federal laws. The parties to this Agreement agree and covenant that for all purposes, including performance and execution, this Agreement will be enforceable in McAlester, Oklahoma, and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Pittsburg County, Oklahoma.

9. Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10. Insurance

TSG / TPG Team shall provide a Certificate of Insurance documenting the following insurance coverage (at a minimum and to the extent applicable):

- Commercial General Liability of \$1 million per occurrence and \$2 million in the aggregate.
- Commercial Automobile insurance with a limit of not less than \$1 million.
- Professional Liability insurance of \$1 million to \$2 million.
- Evidence of Workers Compensation/Employer's Liability insurance at State statutory limits.
- Disability insurance coverage at State statutory limits.
- The City and MDSA to be named as additional insured on a primary and non-contributory basis on the following policies: Commercial General Liability & Auto Liability. In addition, all policies listed above should include a waiver of subrogation in favor of the City and MDSA.

11. Non-Collusive Bidding Certification

TSG / TPG Team shall submit a properly subscribed and affirmed Non-Collusive Certification, providing an oath that states that they have made no payment directly or indirectly to any elected official, officer or employee of the City of McAlester of money or any other thing of value to procure this Agreement.

12. Indemnification

TSG / TPG Team does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and MDSA and all of their officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action and liability of every kind, including all expenses of litigation and/or settlement, court costs and attorney fees for any damages arising out of the performance of the Agreement for the City and MDSA, including but not limited to claims, costs or other expenses where such liability is caused by the negligent act, error or omission of TSG / TPG Team or any person or organization for whom the TSG / TPG Team is legally liable. Nothing in this paragraph shall make the TSG / TPG Team liable for any damages caused by the City or MDSA or any other Contractor of the City or MDSA.

13. Non-Discrimination

TSG / TPG Team shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, ancestry, disability or place of birth. TSG / TPG Team shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability or place of birth. This action shall include but not be limited to the following:

employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation and training opportunities.

14. Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), TSG / TPG Team warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public nor in the availability, terms and/or conditions of employment for applicants for employment with or employees of TSG / TPG Team or any of its subcontractors.

15. Headings

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

16. Entire Agreement

This Agreement contains the entire understanding between the parties hereto and supersedes all prior written and oral understandings relating to the subject matter hereof.

17. Modifications

Any modification of or amendment to this Agreement must be in writing and signed by all parties in order to be enforceable.

18. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate (each of which shall be deemed to be an original) as of the day and year first above written.

The SPECTRUM Group:

City of McAlester:

By: _____
Gregory L. Sharp, President

By: _____
John Browne, Mayor

Date: _____

Date: _____

ATTEST:

Cora Middleton, City Clerk

McAlester Defense Support Association:

By: _____
MDSA Chairman

Date: _____

**Exhibit "A"- Scope of Services
(July 1, 2017 through June 30, 2018)
City/MDSA and TSG/TPG Team Professional Consulting Services Agreement**

TSG/TPG shall provide to the City and MDSA with the following services and deliverables:

► **Annual MDSA Stampede Event**

- Consultant to provide technical and logistical assistance to the City and MDSA in their efforts to establish the goals, objectives, and timing of the Annual Stampede Event.
- Consultant will recommend the overall outline of the event to ensure that all relevant parties (i.e. Pentagon, Congressional, Federal Agency, Defense Contractors, etc.) have an opportunity to participate in various aspects of the Stampede.
- Consultant will coordinate with the MDSA Stampede Project Officer to ensure that all relevant members of the Pentagon leadership and Congressional Delegation Members and staff, as well as the Defense Oversight Committee Members and staff, are included in appropriate meetings, visits, and social activities associated with the Stampede. Invitees will include, but are not limited to the following:
 - Department of Defense, Army, and other Pentagon leadership
 - Oklahoma Delegation Members and staff
 - Congressional Oversight Committee Members and Professional Staff Members
 - Other relevant government agency representatives
 - Washington Offices of Defense Contractors supporting McAAP
- In addition to assisting with organizing, scheduling, and executing the event, the Consultant shall ensure that the City/MDSA Stampede participants are adequately prepared for the event by developing White Papers, Q's & A's, Info Packets, etc. on pertinent issues, and items of interest which impact McAAP/ Choctaw Defense/ MDSA.
- Consultant shall conduct an "After Action" session with City/MDSA, within one month after the event, to discuss relevant changes, recommendations, additions, etc. to follow-on Stampedes.
- Throughout the term of the agreement, the Consultant shall provide technical assistance to the City/MDSA to support the mission of the Annual Stampede Event.

► **Legislative/DoD Monitoring and Advocacy Services**

- Consultant shall provide Legislative/DoD monitoring services throughout the term of the agreement, inclusive of but not limited to:
 - Keeping the City/MDSA abreast of pending federal legislation and budgetary issues impacting on McAAP & Choctaw Defense.
 - Keeping the City/MDSA abreast of future military/defense sector strategies and planning that impact on McAAP & Choctaw Defense.
 - Provide monthly activity reports, and periodic "spot" reports on legislative and policy activities of interest and concern, as well as periodic teleconferences with the City/MDSA on relevant interests and priorities.
- Consultant shall provide Advocacy Services throughout the term of the agreement, inclusive of but not limited to:

(July 1, 2017 through June 30, 2018)

City/MDSA and TSG/TPG Team Professional Consulting Services Agreement

- Maintain continuing relationships with top-level officials within the DoD and the US Congress (i.e. Oklahoma Delegation and Defense Oversight Committees) in order to advocate for and promote the missions and priorities of McAAP, Choctaw Defense, and Southeast Oklahoma Defense and Homeland Security related industries.
- Assist in facilitating meetings with key top-level Executive and Congressional officials when local and state officials visit Washington, DC, or when officials visit McAAP.
- Assist MDSA in developing legislative priorities for McAAP, Choctaw Defense and Southeast Oklahoma Defense and Homeland Security related industries, as well as the development of legislative strategies to ensure authorization and appropriations of funds to support these priority initiatives.
- Conduct periodic meetings, on a bi-monthly or as needed basis, with the Members and staff of the Oklahoma Delegation to keep them apprised of issues impacting McAAP, Choctaw Defense and Southeast Oklahoma Defense and Homeland Security related industries and to coordinate actions that complement their objectives and priorities.
- Work with the City/MDSA in developing responses to decisions under consideration by the Executive and Congressional Branches that impact on McAAP, Choctaw Defense, and Southeast Oklahoma Defense and Homeland Security related industries.
- Assist the City/MDSA in their actions as an advocate to support decisions favorable to local, defense sector facilities in the McAlester and Southeast Oklahoma Region.

**Exhibit "B"- Funding Sources for Contract Services
(July 1, 2017 through June 30, 2018)
City/MDSA and TSG/TPG Team Professional Consulting Services Agreement**

	Total Expenses	Funding Source		
		OSMPC Funds	City Funds	MDSA Funds
<u>Professional Services - Monthly Payments</u>				
MDSA Stampede -- Oct. 24 to Oct. 26	\$18,000	\$8,000	\$0	\$10,000
Legislative/DoD Monitoring & Advocacy	\$42,000	\$32,000	\$10,000	\$0
<i>(12 Monthly Payments of \$5,000)</i>	\$60,000	\$40,000	\$10,000	\$10,000
<u>Travel Expenses - Paid As Occurred</u>	\$4,000	\$0	\$4,000	\$0
3rd Year Agreement Total	\$64,000	\$40,000	\$14,000	\$10,000
Participation in Total Cost		62.5%	21.9%	15.6%

Highlight of the Professional Services Provided by the Spectrum Group during FY15 and FY16

- Organized and conducted the 2015 and 2016 McAlester Stampede. Arranged meetings and facilitated discussion with the Oklahoma Delegation, key officials at the Department of Defense, executive teams of major defense contractors, and other professional staff members for the House and Senate.
 - Reserved and assisted in arranging food service to host the 2015 and 2016 McAlester Stampede Reception and the Congressional Staff Reception. Reservations for the 2017 Receptions have been made.
- Completed the McAlester Defense Sector Strategic Plan and briefed officials from McAAP, MDSA, and the City on the strengths and weaknesses of the Plant and proposed a list of detailed actions plans the community could act upon to enhance future opportunities for McAAP and Choctaw Defense. These included the following topics:
 - Future Base Realignment and Closure Planning
 - Location Decision for New and Existing Mission
 - Military Construction (MILCON)
 - Capturing Additional Subcontract Opportunities
 - Recruitment of Defense Contractor Production Facilities
 - New Technology and Future Generation Munitions
- Worked with the Oklahoma Delegation on legislation that authorizes “term” employees at McAAP to internally apply for permanent jobs. This will assist the Plant with workforce recruitment and retainage. This legislation has passed and is awaiting implementation.
- Attended the 2016 and 2017 Shooting Hunting and Outdoor (SHOT) Show with City Economic Development team, which generated a list of companies interested in exploring opportunities in McAlester. One of the manufacturers has visited the community twice.
- Organized talking points and arranged meetings for the 2016 and 2017 Association of Defense Communities Annual Summit. Major topics for discussion with Department of Defense personnel included energy resiliency, Joint Land Use Studies (JLUS) and Enhanced Use Lease (EUL) Agreements.
- Provided research and analysis of military installations in other communities that are using Enhanced Use Lease Agreements. Additionally, organized and facilitated tours of two EUL Business Parks at Aberdeen Proving Ground in Baltimore and Redstone Arsenal in Huntsville.
- Engaged and assisted Choctaw Defense on legislative items related to current and future production orders. Participated in key meetings related to commercial activities between Choctaw Defense and potential business partners.



McAlester City Council

AGENDA REPORT

Meeting Date:	June 27, 2017	Item Number:	12
Department:	Engineering		
Prepared By:	Kevin Hardwick, Senior Engineer Tech	Account Code:	
Date Prepared:	June 19, 2017	Budgeted Amount:	
		Exhibits:	3

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with KATCON, Inc. for construction of Tributary "B" Canal, 2017 Repair Project #1 and accept the project as completed.

Recommendation

Motion to approve final payment of monies for the Tributary "B" Canal, 2017 Repair Project #1 to KATCON, Inc. and accept the project as completed.

Discussion

This project consisted of removing and replacing a portion of the canal floor and walls, also a portion of the parking lot at the south end of TH Rogers' storage yard, this was due to apparent hydraulic pressure under the canal floor at some time that cause it to buckle up and impede the flow of the canal.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	D. Horinek	06/19/17
City Manager	P. Stasiak	

Contractor's Application For Payment No. #2

Application Period: 6-19-17			
To (Owner): CITY OF McALESTER PWA	From (Contractor): KATCON, INC.	Via (Engineer): CITY OF McALESTER	
Project: TRIBUTARY "B" CANAL 2017 REPAIR PROJECT 1	Contract: Kelly Ward	Original (Days): 60	Revised (Days): 0
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: CANAL, 2017 PROECT #1	

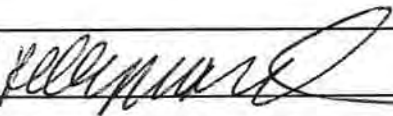
Application for Payment

Change Order Summary

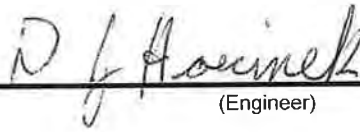
Approved Change Orders				
Number	Additions	Deductions		
1	\$ 8,975.00		1. ORIGINAL CONTRACT PRICE	\$ 106,949.60
			2. Net change by Change Orders	\$ 8,975.00
			3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 115,949.60
			4. TOTAL COMPLETED AND STORED TO DATE	\$ 0.00
			(Column F on Progress Estimate)	\$ 115,949.60
			5. RETAINAGE:	
			a. 5% x \$49,781.23 Work Complete	\$ -
			b. 5% x \$ 4,626.30 Stored Materials	\$ -
			c. Total Retainage (Line 5a + Line 5b)	\$ -
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 115,949.60
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ (51,687.16)
			8. AMOUNT DUE THIS APPLICATION	\$ 64,262.44
			9. BALANCE TO FINISH, PLUS RETAINAGE	\$ -
			(Column G on Progress Estimate + Line 5 above)	
TOTALS	\$ 8,975.00	\$ -		
NET CHANGE BY		\$ -		
CHANGE ORDERS	\$ 8,975.00			

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  DATE: 6-19-17

Payment of: \$ 64,262.44
(Line 8 or other - attach explanation of other amount)

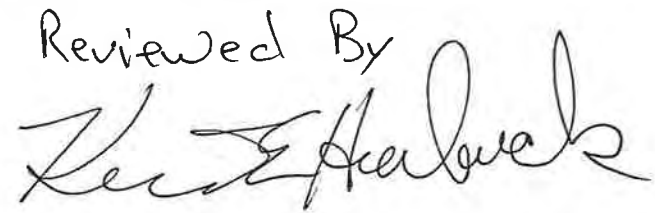
is recommended by:  6/19/17
(Engineer) (Date)

Payment of: \$ 64,262.44
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate (UNIT ITEM BIDS)										Contractor's Application			
For: CITY OF McALESTER PWA TRIBUTARY "B" CANAL 2017 PROJECT #1										Application Number:	2	FINAL	
Application Period: A										Application Date:	6/19/2017		
Bid Item No.	Item Description	Qty	Bid Quantity	Unit Price	B Bid Value	C Work Completed Previous application	D This Period	E Materials Presently Stored	F Total Completed and stored to Date (D+E)	% Complete	G Balance to Finish (B-F)	Retainage	
1	Cut & Remove all Canal floors & walls & TH Rogers Storage area	LS	SY	445 \$ 38.85	\$ 17,288.30	\$ 6,915.00	\$ 10,373.25		\$ 17,288.25	100%	\$ -	\$ -	
2	Formed 10" Sloped walls, Footings, & Canal Floor	SY	415	\$ 129.30	\$ 53,659.50	\$ 33,602.43	\$ 20,057.07	\$ -	\$ 53,659.50	100%	\$ -	\$ -	
3	Formed 10" Vertical walls, Footings, & Canal Floor	SY	85	\$ 115.94	\$ 9,854.90	\$ 9,854.90	\$ -		\$ 9,854.90	100%	\$ -	\$ -	
4	8" Concrete Slab & Base @ TH Rogers Storage area	SY	160	\$ 126.10	\$ 20,176.00	\$ 4,035.20	\$ 16,140.80		\$ 20,176.00	100%	\$ -	\$ -	
5	Remove & Replace Chain Link Fence	LF	85	\$ 13.35	\$ 1,134.75		\$ 1,134.75		\$ 1,134.75	100%	\$ -	\$ -	
6	Solid Slab Placement	SY	85	\$ 57.19	\$ 4,861.15		\$ 4,861.15		\$ 4,861.15	100%	\$ -	\$ -	
7	Change Order #01	LS		\$ 8,975.00	\$ 8,975.00		\$ 8,975.00		\$ 8,975.00	100%			
TOTAL					\$ 115,949.60	\$ 54,407.53	\$ 61,542.02	\$ -	\$ 115,949.55	100%	\$ -	\$ -	

Reviewed By

 6-19-17

RELEASE OF CLAIMANTS

Date 6/19/17
Project TRIBUTARY "B" CANAL, 2017 REPAIR PROJECT #1
Owner CITY OF MCALISTER

Dear Sir:

I hereby acknowledge receipt of SIXTYFOUR THOUSAND TWO HUNDRED SIXTY TWO $\frac{44}{10}$
Dollars (\$ 64,262 $\frac{44}{10}$) in full payment of my contract dated _____,
for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed
in the performance of this contract and that there are no claims against me as an
employer under this contract on account of injuries sustained by workmen
employed by me thereunder. I hereby release you from any claims arising by
virtue of this contract.

WARNING

The making of any false statement or representation herein may be a crime
punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any
matter within the jurisdiction of any department or agency of the United States
knowingly and willfully makes false representation, or makes or uses any false
writing or document knowing the same to contain any false, fictitious, or
fraudulent statement or entry, shall be fined not more than \$10,000.00 or
imprisoned not more than five years, or both."

Sincerely KATCON, INC

Contractor

By 

(Signature)

Name KELLY WARB

(Print or Type)

Title PRESIDENT

(Print or Type)



McAlester City Council

AGENDA REPORT

Meeting Date: June 27, 2017 Item Number: 13
Department: _____
Prepared By: Kevin Hardwick, Sr Eng. Tech. Account Code: _____
Date Prepared: June 13, 2017 Budgeted Amount: _____
Exhibits: Multiple

Subject

Consider and act upon, accepting the bid amount of \$48,300.00 from Gipson Construction to replace a portion of 36" Storm Water Drainage Pipe at 1510 S Main Street, and authorizing the Mayor to sign the Notice of Award and the Agreement to Gipson Construction.

Recommendation

The recommendation is to enter into an agreement with Gipson Construction for the Total Bid equal to \$48,300.00, to replace a portion of the 36" Storm Water Drainage Pipe at 1510 S Main Street.

Discussion

It appears that over the years that the reinforced concrete pipe that was originally placed has either came apart at the joints and started to crumble or has broken at the joints, either way it has started to erode away the soils.

Approved By

	Initial	Date
Department Head	D. Horinek	06/13/17
City Manager	<i>McKendry Acar</i>	6/22/17

MEMORANDUM

DATE: June 13, 2017
TO: David Horinek, Public Works Director and Pete Stasiak, City Manager
FROM: Kevin E Hardwick, Senior Engineer Technician
RE: 36" storm Water Drainage Pipe, 2017 Repair

On June 13, 2017 the following bids were received for the above referenced project:

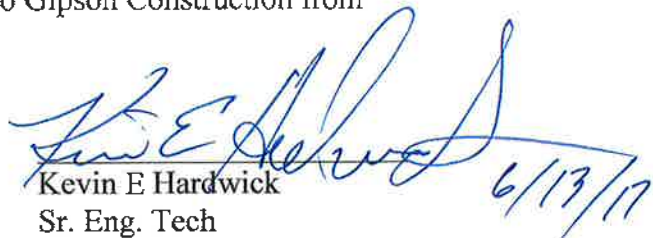
	Total Price
Gipson Construction	\$48,300.00
Katcon, Inc.	\$48,895.00
Sunrise Construction	\$69,213.40
K-Bar, LLC.	No Bid Received

After reviewing the bids mentioned above it appears that Gipson Construction has the lowest bid.

The contractors bid is below the Engineer's estimate of \$51,000.00 at \$48,300.00

Also there is enough evidence from the past projects that they are more than qualified to perform this project in a timely manner.

I hereby recommend the award of the contract be made to Gipson Construction from Sallisaw, OK.


Kevin E Hardwick
Sr. Eng. Tech
Engineering Department
6/13/17





03 29 2017





01.10.2017





01.10.2017



36" STORM WATER DRAINAGE PIPE, 2017 REPAIR

*Bid Opening Tab Sheet
McAlester Municipal Building
10:00am
JUNE 13, 2017*

<i>NAME of CONTRACTOR</i>		<i>CONTRACTOR'S BID</i>
1	<i>KATCON, INC</i>	\$48,895.00
2	<i>SUNRISE CONSTRUCTION</i>	\$69,213.40
3	<i>GIPSON CONSTRUCTION</i>	\$48,300.00
4	<i>K-BAR, LLC</i>	No Bid Received
5		
6		
7		
8		
9		
10		
<i>ENGINEER'S ESTIMATED PRICE</i>		\$51,000.00

BID

Proposal of Gipson Construction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Alabama doing business as Gipson Construction, LLC ** to the City of McAlester (hereinafter called "OWNER").

** Insert "a corporation", "a partnership", or "an individual" as applicable

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction of **36" STORM WATER DRAINAGE PIPE, 2017 REPAIR** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **30** consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

Forty-eight thousand three hundred dollars
(Words)

448,300.00
(Figures)

(SEAL - if bid is
by Corporation)

Respectfully submitted:

Gipson Construction, LLC
(Company or Individual)

By: Robbie Gipson

Title: Owner

Address: 461049 E 1130 Rd., Sallisaw, OK

Phone: 918-774-4795

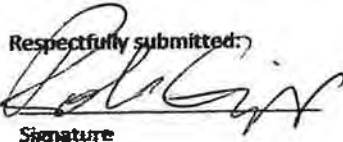
ADDENDUM #1 BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Cut Remove & Replace Driveway (6" thick concrete w/6x6x10 woven mesh)	Approx. 1500	square feet	3.22	4830
2.	Remove & Replace 36" Pipe W/2 Marmac couplers (See Attachment)	Approx. 260	linear feet	120.75	31,395
3.	Solid Slab Sod Placement	Approx. 1300	square feet	1.48	1,932
4.	Geogrid (Tencate Mikraft BXG 120 or equal), 8" dia. Sarge @ 12" thick, 3" Class-A 1-1/2" 57 Rock @ 3" thick, 18" Flowable Fill, 24" 3/8" Screenings				Approx. 120 linear feet Approx. 80 ton Approx. 25 ton Approx. 24 cubic yards Approx. 78 ton
				84.52	10,143
TOTAL OF BID				\$	48,300.00

Respectfully submitted:



Signature

461049 E 1130; Sallisaw, OK 74955

Address

Owner

Title

6/12/17

Date

License No(s). (If applicable)

(SEAL-if BID is by a corporation)

Attest

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Oklahoma > SS.

County of Pittsburg

Robbie Gipson, being first duly sworn, deposes and says that:

- (1) He is Owner of Gipson Construction, LLC, the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;
- (3) Such BID is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and

The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

[Signature]

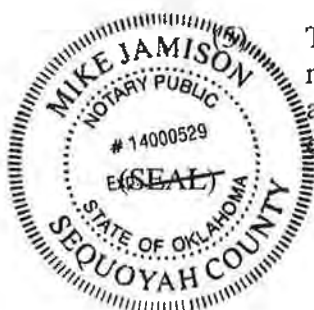
Owner

(Title)

Signed before me this 12th day of June, 2017.

Notary Mike Jamison

My Commission expires 1/21/18



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA\

> SS:

PITTSBURG COUNTY /

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

None

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

None

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

None

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

Subscribed and sworn to before me this 12th day of June, 2017.



Notary Public Mike Jamison
My commission expires: 1/21/18

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the BIDDER only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he desires.

1. Name of BIDDER. Gipson Construction, LLC
2. Permanent main office address. 461049 E 1130 Rd; Sallisaw, OK 74955
3. When organized. 1999
4. If corporation, where incorporated. N/A
5. How many years have you been engaged in the contracting business under your present firm or trade name? 18 years
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) State of Oklahoma, City of McAlester, Sallisaw Public Sch
7. General character of work performed by your company. Waterlines, Excavation, Remodel, Custom Homes
8. Have you ever failed to complete any work awarded to you? No
9. Have you ever defaulted on a contract? No
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. McAlester Court Ave, Waterline
11. List your major equipment available for this contract. Skid Steers, track hoe, dozer, dump truck
12. Experience in construction work similar in importance to this project. 50+ years
13. Background and experience of the principal members of your organization, including officers. Robbie Gipson; over 30 yrs experience
14. Credit available: \$ 100,000.00
15. Give Bank Reference: Teri Daniel / Armstrong Bank
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

17. The undersigned hereby authorizes and requests any person, firm or Corporation to furnish any information requested by;

City of McAlester in verification of the recitals
comprising this Statement of Bidder's Qualifications. Dated at

This 12 day of June, 20 17.

Gipson Construction, LLC
(Name of Bidder)

By Robbie Gipson

Title Owner

State of Oklahoma

County of Pittsburg

Robbie Gipson being duly sworn deposes and says that he is
owner of Gipson Construction, LLC
(Name of Organization)

and that the answers to the foregoing questions all statements therein contained are true and correct.

Subscribed and sworn to before me this 12th day of June, 20 17.



Notary Public Mike Jamison

My Commission expires 1/21/18

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Robbie Gipson, certify that I am the

of the Corporation named as Principal in the within bond; that

who signed the bond on behalf of the Principal was then

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond

was duly signed, sealed, and attested to for and in behalf of said corporation

by authority of this governing body.

(Corporate Seal)

Signature

Robbie Gipson
(Print or Type Name)

Title: Owner

Date: 6/12/17

ADDENDUM NO. ONE (1)

TO: ALL PLAN HOLDERS

RE: CITY OF McAlester
36" STORM WATER DRAINAGE PIPE, 2017 REPAIR
ADDENDUM NO. ONE (1)

The Contract Documents for the above referenced project are hereby modified as follows:

CONTRACT DOCUMENTS

Changes in the contract documents are as follows;

- 1) THERE WILL BE AN ADDITIONAL TWO (2) WEEKS PROVIDED FOR BIDDING PURPOSES DUE TO THE CHANGES BELOW. THE REVISED BID OPENING DATE WILL BE JUNE 13, 2017 AT 10:00am LOCAL TIME.**
- 2) REVIEW ATTACHMENT FOR DETAILS FOR BEDDING THE NEW PIPE AND BID FORM CHANGES FOR NEW BEDDING DESIGN.**
- 3) ALL BIDS WILL BE SUBMITTED ON THE ATTACHED REVISED ADDENDUM #1 BID FORM.**

Each Bidder shall acknowledge receipt of this Addendum No. ONE (1) by signature on the BID sheet, failing to do so may result in your bid being disqualified.

END OF ADDENDUM

Addendum No. One (1) issued by:

D/Aircl 5/26/17



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

BID BOND

Bond No. LSM0906160

KNOW ALL MEN BY THESE PRESENTS,

That We, Gipson Construction, LLC
of 461049 E. 1130 Road
Sallisaw, OK 74955
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Oklahoma, are held and firmly bound unto
City of McAlester, as Oblige, in the penal sum of
5% of Total Amount Bid

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Oblige on a contract for

36" storm drain repair for City of McAlester, OK

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 13th day of June, 2017.

Gipson Construction, LLC
Principal
By: [Signature]

RLI Insurance Company
By: [Signature]
Ron Meredith Attorney In Fact



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0906160

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Ron Meredith in the City of Tahlequah, State of Oklahoma, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Gipson Construction, LLC
Obligee: City of McAlester
Bond Amount: 5% of Total Amount Bid

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 13th day of June, 2017.

ATTEST:

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary



RLI Insurance Company

Barton W. Davis
Barton W. Davis Vice President

On this 13th day of June, 2017 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public





McAlester City Council

AGENDA REPORT

Meeting Date:	June 27, 2017	Item Number:	14
Department:	Police		
Prepared By:	Darrell Miller	Account Code:	
Date Prepared:	June 19, 2017	Budgeted Amount:	\$22,352.00
		Exhibits:	1

Subject

Consider and act upon, authorizing the purchase of one new and unused 2017 Police Pursuit Dodge Charger for \$22,352.00 on State of Oklahoma Vehicle Contract SW35 pursuant to Section 2-382 of the McAlester City Code.

Recommendation

Motion to approve the purchase of one new and unused 2017 Dodge Charger.

Discussion

The Police Department needs to replace one 2015 Ford SUV that was involved in an accident. The Charger will be purchased from Bob Howard Chrysler, Jeep, Dodge in OKC, which is on the Oklahoma state contract. Purchase price is \$22,352.00. The outfitting will be done at a later time.

Approved By

Department Head
City Manager

P. Stasiak

Initial
GW

[Signature] ACM

Date

06-19-2017

6/22/17



June 1, 2017

**BOB HOWARD
CHRYSLER JEEP DODGE**

Darrell Miller

McAlester Police Department

PO Box 388

McAlester, OK 74502

RE: 2017 Dodge Charger Police Pursuit Sedan

Dear Mr. Miller;

Attached please find the specifications for a 2017 Dodge Charger Police Pursuit Sedan that I have in stock. Pricing as follows is per the State of Oklahoma Vehicle Contract SW035:

Item # 1000009350

Police Pursuit Vehicle – CARS

2017 Dodge Charger Police Pursuit Sedan

BASE	\$21,205.00

OPTIONS ADD:

29A	5.7L H Hemi V-8 Engine	1,037.00

X5X9	Vinyl Rear Bench Seat	110.00

AMV	Fleet Park Assist Group (Back up Camera)	Included

5UJ	Officer Protection Module	Included

Total for Vehicle	\$22,352.00

COLOR: PX8 Pitch Black

INTERIOR: X5X9 Black Front H.D. Cloth Bucket Seats with Vinyl Rear Bench

VIN: 2C3CDXAT8HH627060

If there are any questions please call and thank you,

Tom Ayers

Governmental / Fleet Sales Manager

Council Chambers
Municipal Building
June 13, 2017

The McAlester Airport Authority met in Regular session on Tuesday June 13, 2017, at 6:00 P.M. after proper notice and agenda was posted June 9, 2017.

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

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the May 23, 2017, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 6, 2017. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 6,554.30.
- Confirm action taken on City Council Agenda Item 6, approval and acceptance of the proposal from LBR Inc. as Airport consultant for McAlester Regional Airport. *(George Marcangeli, Special Projects Engineer)*

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

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

Chairman Browne 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 Barnett, Smith, Read, Garvin, Stevens & Chairman Browne
NAY: None

Chairman John Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 13, 2017

The McAlester Public Works Authority met in Regular session on Tuesday June 13, 2017, at 6:00 P.M. after proper notice and agenda was posted June 9, 2017.

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

A motion was made by Mr. Read and seconded by Mr. Stevens to approve the following:

- Approval of the Minutes from the May 23, 2017, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 6, 2017. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 78,677.15.
- Confirm action taken on City Council Agenda Item 1, 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 2, an Ordinance amending Chapter 106, Article II, Section 106-28. Meter Installation Fee and Chapter 48 Fees, Charges, and Service Rates; repealing all conflicting ordinances; providing for a severability clause; and establishing an effective date. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, acceptance of Change Order #2 from KATCON Inc. for Weather Days only. There will be no increase or decrease in the contract amount, only an extension in days for the duration of the contract, and authorizing the Mayor to sign the Change Order to Katcon, Inc. for these weather days. *(Kevin Hardwick, Sr. Engineering Tech)*

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

AYE: Barnett, Smith, Read, Garvin, Stevens & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

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

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

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 23, 2017

The McAlester Retirement Trust Authority met in Regular session on Tuesday, May 23, 2017, at 6:00 P.M. after proper notice and agenda was posted May 22, 2017.

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

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

- Approval of the Minutes from the April 25, 2017 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of May, 2017. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 93,846.99.

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

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

Chairman Browne 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. Karr. The vote was taken as follows:

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary