



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, March 10, 2015 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

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

### CALL TO ORDER

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*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

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### ROLL CALL

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### CEREMONY AND AWARDS

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Employee of the Month for February 2015 is Carol Janisch, Administrative Assistant for the McAlester Fire Department. *(Steve Harrison, Mayor)*

**CITIZENS COMMENTS ON NON-AGENDA ITEMS**

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

**CONSENT AGENDA**

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

- A. Approval of the Minutes from the February 10, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for February 18, 2015 through March 3, 2015. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorizing the Mayor to sign a lease renewal with Miller Office Supply for three (3) copiers. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-04, in the amount of \$12,628.00 for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- E. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #4, in the amount of \$47,627.58, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- F. Consider and act upon, acceptance of Permit No. WL 000061150024 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,310 linear feet of eight (8) inch PVC potable water line, and all appurtenances, to serve the City of McAlester on Van Buren Avenue. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- G. Concur with the Mayor's re-appointment of Evans McBride, P.O. Box 948, McAlester, OK, 74502 to the McAlester Regional Health Center Authority for a term to expire on February 28, 2021. *(Steve Harrison, Mayor)*
- H. Consider and act upon, an Agreement for the Fireworks Display for the 2015 show scheduled July 4<sup>th</sup>, 2015. *(Mel Priddy, Community Services Director)*

**ITEMS REMOVED FROM CONSENT AGENDA**

## **PUBLIC HEARING**

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

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

## **SCHEDULED BUSINESS**

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

#### Executive Summary

Motion to approve the budget amendment ordinance.

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

#### Executive Summary

Motion to approve the purchase of high noise environment communication equipment (Headsets) with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

3. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC to study the feasibility of a Stormwater Utility Fee, including establishing fees based on impervious areas. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

#### Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. to study the feasibility of a Stormwater Utility Fee, including establishing fees based on impervious areas. The engineering fee is not to exceed \$67,000.

4. Conduct a Public Hearing on structures deemed by City Staff to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. *(Leroy Alsup, Community and Economic Development Director)*
  - a. Consider and act upon, a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public. *(George Estrada,*

*Building Inspector and Leroy Alsup, Community and Economic Development Director)*

Executive Summary

Upon the conclusion of the Public Hearing, Motion to approve a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

- 5. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Tetra Tech, Inc. to provide engineering services in connection with the Water Treatment Plant’s Filter #5, including replacement of the underdrain and the filter media. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Tetra Tech, Inc. to provide engineering services in connection with the Water Treatment Plant’s Filter #5, including replacement of the underdrain and the filter media for a fee not to exceed \$31,000.

- 6. Consider and act upon, authorizing the Mayor to sign Change Order No. 1 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve Change Order No. 1 to the contract with Carstensen Contracting, Inc and authorizing the Mayor to sign the Change Order. The requested fourteen days changes the Contract Substantial Completion to April 18, 2015, and the cost decrease of \$2,572.17 changes the Contract amount to \$2,880,077.08

- 7. Submission, and Presentation of the 5-Year Capital Improvements Plan for FY 2015/16-2019/20. *(Peter J. Stasiak, City Manager)*

**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**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the February 24, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 3, 2015. *(Toni Ervin, Chief Financial Officer)*

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

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*Majority of a Quorum required for approval*

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

- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC to study the feasibility of a Stormwater Utility Fee, including establishing fees based on impervious areas. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a Professional Services Agreement with Tetra Tech, Inc. to provide engineering services in connection with the Water Treatment Plant's Filter #5, including replacement of the underdrain and the filter media. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign Change Order No. 1 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

**CERTIFICATION**

*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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Cora M. Middleton, City Clerk

*City of McAlester*  
*Interoffice Memorandum*

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*Non Uniform Council*

DATE: February 2, 2015  
TO: Susan Hooper  
FROM: LaDana DeTello  
SUBJECT: Employee of the Month

The Employee of the Month for February 2015 is Carol Janisch. Carol has shown a work ethic that far exceeds her position. She always comes to work with a good attitude. Along with Carol's other duties she readily accepted the duties to begin retirement receptions along with promotion and new hire Pinning Ceremonies. Carol is the lead on many public education programs performed by the McAlester Fire Department. She has stepped up to the plate several times assuming more responsibilities than are required. She is a self starter and a pleasure to have as an employee. She can be depended on to do any task asked of her with little or no supervision. This is why we feel Carol is deserving of this award.

The McAlester City Council met in a Regular session on Tuesday February 10, 2015, at 6:00 P.M. after proper notice and agenda was posted, February 5, 2015 at 11:24 A.M.

### **Call to Order**

Mayor Harrison called the meeting to order.

William J. Ervin, City Attorney, gave the invocation and led the Pledge of Allegiance.

### **Roll Call**

Council Roll Call was as follows:

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

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Brett Brewer, Fire Chief; Leroy Alsup, Community & Economic Development Director; Mel Priddy, Community Services Director; William J. Ervin, Sr., City Attorney and Karen Boatright, Deputy City Clerk

### **Ceremony and Awards**

Mayor Harrison presented James Klembara as January Employee of the Month. Mr. Klembara received a plaque and a certificate of appreciation.

Mayor Harrison then presented Shawn Smith with a certificate and a pin for twenty-five (25) years of service to the City of McAlester.

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

There were no comments.

### **Consent Agenda**

- A. Approval of the Minutes from the January 27, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- B. Approval of Claims for January 20, 2015 through February 3, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$52,432.35; Nutrition - \$1,055.44; Tourism - \$3,418.70; SE Expo Center - \$10,605.60; E-911 - \$4,184.80; Economic Development - \$8,724.62; Grants & Contributions - \$1,058.75; Fleet Maintenance - \$25,167.29; CIP Fund - \$15,348.06 and Technology Fund - \$18,785.00.

ACH Payment from Tourism Fund - \$558.20.

- C. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-03, in the amount of \$13,058.50 for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- D. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #3, in the amount of \$153,686.53, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- E. Discussion and possible action, on approval of an agreement for mutual aid fire protection between Coalgate Fire Department/EMS, Cairo Fire Department and the McAlester Fire Department. *(Brett Brewer, Fire Chief)*
- F. Consider and place on file the Pride in McAlester 2nd Quarter Performance Report. *(Regina Peoples, Executive Director)*
- G. Consider and act upon, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 141611-KW. *(Cora Middleton, City Clerk)*
- H. Consider and act upon, authorizing the Mayor to sign Memorandum of Understanding (MOU) with the Choctaw Nation of Oklahoma. *(Peter Stasiak, City Manager)*

Mayor Harrison requested that item "E" be removed for individual consideration.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve Consent Agenda items "A through D and F through H".

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

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

Mayor Harrison declared the motion carried.

**Items Removed from Consent Agenda**

- E. Discussion and possible action, on approval of an agreement for mutual aid fire protection between Coalgate Fire Department/EMS, Cairo Fire Department and the McAlester Fire Department. *(Brett Brewer, Fire Chief)*

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve Consent Agenda item "E".

Before the vote, Mayor Harrison stated that a correction needed to be made on the agreement. He explained that the agreement was between Coalgate and McAlester, so in the first sentence Cairo would be stricken and replaced with McAlester Fire Department.

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

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

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to open a Public Hearing to address three (3) Ordinances. There was no discussion, and the vote was taken as follows:

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

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

**Public Hearing**

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

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

AN ORDINANCE AMENDING CHAPTER 62, LAND DEVELOPMENT CODE, OF THE McALESTER CITY CODE BY CREATING SECTION 62-214, DOWNTOWN AND OLD TOWN LOFT APARTMENT OVERLAY DISTRICT; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

AN ORDINANCE AMENDING CHAPTER 62, LAND DEVELOPMENT CODE, OF THE McALESTER CITY CODE BY AMENDING SECTIONS 62-203, 62-204 AND 62-205 PERTAINING TO AUTOMOBILE SALES AND SERVICE AS A PERMITTED USE IN THE C-3 GENERAL COMMERCIAL DISTRICT, C-4 RESTRICTED COMMERCIAL DISTRICT,

AND C-5 HIGHWAY COMMERCIAL AND COMMERCIAL RECREATION DISTRICT;  
REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

Kristen Lloyd thanked the Council for considering the Ordinance that would create a “Loft Apartment Overlay District” in Downtown and Old Town.

There were no other comments from the Council or citizens present. A motion was made by Vice-Mayor Read and seconded by Councilman Smith to close the Public Hearing. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:11 P.M.

### **Scheduled Business**

1. Presentation of the Mayor’s Annual State of the City Address. *(Steve Harrison, Mayor)*  
Executive Summary  
Annual Mayor State of the City Address.

Mayor Harrison gave the Annual State of the City Address. During his address he commented on the Street Projects, the ODOT change in the design of the 69 Bypass project, the South Main water main replacement, the 30” Pipe Header replacement at the Water Plant, the appropriated funds for the relocation of the 20” water main at Talawanda Lake #2, and the Partnership with Severn Trent to manage the City’s Water Treatment Plant. Mayor Harrison commented on the amount of building permits that had been issued during the past fiscal year, the jobs that had been created and the various other retail and economic development opportunities that were already in process or in future plans. He then commented on the activities of the City’s Fire and Police Departments, the activities of the City’s Parks Department, the improvements in the Finance Department and the various festivals and parades that the community enjoys. He thanked the local organizations and the City employees for the work they have done. He then commented on the level of sales tax that the City had been experiencing during the past year.

2. Consider and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*  
Executive Summary  
Motion to approve the budget amendment ordinance.

### **ORDINANCE NO. 2528**

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

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2528**, amending the Fiscal Year 2014-2015 Budget.

Before the vote, Manager Stasiak addressed the Council reviewing the exhibits explaining that the amendment would appropriate additional funds for the Chipper, appropriate funds for the Mid-Year Review and for the 2014 CDBG Water Improvement Project.

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

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

3. Consider and act upon, an Ordinance amending Chapter 62, Land Development Code, of the McAlester City Code by creating Section 62-214, Downtown and Old Town Loft Apartment Overlay District; repealing all conflicting ordinances and declaring an emergency. (*Leroy Alsup, Community and Economic Development Director*)

**Executive Summary**

Motion to act upon and approve the above ordinance amending Chapter 62, Land Development Code, of the McAlester City Code by creating Section 62-214, Downtown and Old Town Loft Apartment Overlay District; repealing all conflicting ordinances and declaring an emergency and authorizing the Mayor to sign the ordinance.

**ORDINANCE NO. 2529**

**AN ORDINANCE AMENDING CHAPTER 62, LAND DEVELOPMENT CODE, OF THE McALESTER CITY CODE BY CREATING SECTION 62-214, DOWNTOWN AND OLD TOWN LOFT APARTMENT OVERLAY DISTRICT; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.**

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2529**, creating section 62-214, Downtown and Old Town Loft Apartment Overlay District.

Before the vote, Director Alsup addressed the Council explaining that the new district was intended to be an overlay zoning district and any regulations or permitted uses would be in addition to the regulations or permitted uses of the underlying zoning district. He added that the provisions of the new overlay district would allow single, two-family and multi-family

residential dwellings as a permitted use on the upper stories and as a use permitted after review on the ground floor or basement within the district.

There was discussion among the Council and Director Alsup regarding parking issues, the Building and Fire Code, the buildings historical features, the number of possible loft apartments, water service issues and required updates. During this discussion, Vice-Mayor Read requested that language be included in the Ordinance clarifying that the City was not granting any waivers.

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

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

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

#### Executive Summary

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

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve an ordinance amending Chapter 62, Land Development Code, of the McAlester City Code by amending Sections 62-203, 62-204 and 62-205 pertaining automobile sales and service as a permitted use in the C-3 general commercial district, C-4 restricted commercial district, and C-5 highway commercial and commercial recreation district; repealing all conflicting ordinances and declaring an emergency.

Before the vote, Director Alsup addressed the Council commenting that the Planning Commission had voted to recommend to the City Council amendments to Chapter 62, Land Development Code of the McAlester City Code in Sections 62-203, 62-204 and 62-205 pertaining to automobile sales and service as a permitted use.

There was discussion among the Council, Wayne Stipe and Director Alsup concerning the specific changes to the Code section, allowing used and new car sales, the number of used car sales lots, the number of car service businesses, changing the C-4 and C-5 zoning language and leaving C-3 zoning language as it was written with the possibility of "Use Permitted After Review" for case by case situations.

Director Alsup stated that if so instructed by the City Council to amend the language in this proposed Ordinance to reflect the comments from the Council, staff would have no problem making those changes and bringing this issue back before the Council at a later date.

Vice-Mayor Read moved to table this item and change the language as directed by the Council. The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon, a Memorandum of Understanding waiving or suspending the Zoning Ordinance provisions of the Sec. 62-197 single-family residential district due to peculiar or exceptional extenuating circumstances where a literal enforcement of the existing Zoning Ordinance provisions of Sec. 62-197 single-family residential district would create an unnecessary and undue hardship on the applicant and allowing the existing residential structure at 804 E Monroe to be used specifically for the Genesis Health and Beauty Salon in pursuant the provision of the terms set forth in the Memorandum of Understanding. (*Leroy Alsup, Community and Economic Development Director*)

#### Executive Summary

Motion to act upon and based on no affirmative recommendation from the Planning Commission, not approving the Memorandum of Understanding waiving or suspending the Zoning Ordinance provisions of the Sec. 62-197 single-family residential district allowing the existing residential structure at 804 E Monroe to be used specifically for the Genesis Health and Beauty Salon in pursuant the provision of the terms set forth in the Memorandum of Understanding.

A motion was made by Councilman Karr and seconded by Councilman Garvin to approve a Memorandum of Understanding waiving or suspending the Zoning Ordinance provisions of the Sec. 62-197 single-family residential district due to peculiar or exceptional extenuating circumstances where a literal enforcement of the existing Zoning Ordinance provisions of Sec. 62-197 single-family residential district would create an unnecessary and undue hardship on the applicant and allowing the existing residential structure at 804 E Monroe to be used specifically for the Genesis Health and Beauty Salon in pursuant the provision of the terms set forth in the Memorandum of Understanding.

Before the vote, Director Alsup addressed the Council regarding the applicants request to change the zoning from R1-B (Single-Family Residential) to either C-2 (Neighborhood Convenience);

H-1 (Health Facilities) or consideration by the City Council to waive or suspend the provisions of R1-B Single-Family Residential due to the peculiar or exceptional extenuating circumstances and allow Genesis Health and Beauty Salon as a nonconforming use at 804 E. Monroe Avenue pursuant to a written memorandum of understanding. He added that at the January 20, 2015 Planning Commission meeting Chairman Emmons noted that because the minimum thresholds standards requirements for rezoning were not met, the rezoning for the property at 804 E. Monroe to C-2 or H-1 were off the table and the Planning Commission took no formal action on the applicants request.

There was discussion among the Council, Director Alsup and Attorney Ervin concerning the request to rezone the property, the requirements to rezone, and the Council waiving the requirements of rezoning.

Mr. C.J. Conroy and Ms. Mary Factory addressed the Council expressing their support for Ms. Brooks.

Ms. Janelle Brooks addressed the Council requesting that they approve her request to change the zoning or waive the provisions of R1-B Single-Family Residential.

After another brief discussion among the Council regarding this request, the vote was taken as follows:

AYE: Councilman Karr & Garvin

NAY: Councilman Read, Barnett, Smith, Titsworth & Mayor Harrison

Mayor Harrison declared the motion failed.

6. Consider and act upon, accepting the bid from Vermeer Equipment in the amount of \$60,600.00 for one new and unused commercial brush chipper. (*Mel Priddy, Community Services Director*)

Executive Summary

Motion to approve request to accept the bid from Vermeer Equipment.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve the bid from Vermeer Equipment for one new and unused commercial brush chipper in the amount of \$60,600.00.

Before the vote, Director Priddy addressed the Council stating that three (3) bids were received and opened on January 20, 2015 and after careful review of those bids, staff recommended accepting the bid from Vermeer Equipment.

After a brief discussion among the Council including Manager Stasiak regarding the size of the chipper, where the mulch was stored, citizens' opportunity to get mulch from the City and when it would be available, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried

7. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for the design of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for the design of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street for a fee not to exceed \$31,000.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to authorize the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for the design of drainage improvements on Illinois Avenue between Ninth Street and Tenth Street for a fee not to exceed \$31,000.

Before the vote, Director Modzelewski addressed the Council explaining that this was one (1) of five (5) problem areas that were identified in the drainage study of the Sandy Creek Tributary C (Wide Basin), that had be performed by Meshek & Associates. He added that the project that was being requested would improve not only the drainage structure on Illinois Avenue between Ninth and Tenth Streets but would also replace the existing sidewalk above the structure.

There was a brief discussion among the Council including Manager Stasiak and Director Modzelewski regarding funding of the project, and how this project would address aesthetics in the area.

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

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

Mayor Harrison declared the motion carried.

8. Consider and act upon, Change Order No. 1 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 1 resulting in the addition of five (5) days and a subtraction of \$8,950.00 to the contract amount. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve Change Order No. 1 to the contract with T. McDonald Construction, Inc. and authorizing the Mayor to sign the Change Order changing the Contract Substantial Completion to October 15, 2015 and the Contract amount to \$2,722,037.50.

Councilman Garvin moved to approve Change Order No. 1 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to

sign Change Order No. 1 resulting in the addition of five (5) days and a subtraction of \$8,950.00 to the contract amount. The motion was seconded by Councilman Karr.

Before the vote, Director Modzelewski addressed the Council explaining that the changes in the construction which resulted in the net deduction.

After a brief discussion concerning abandoned service lines the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. Discussion on CDBG process, eligible projects, Public Hearing process and related CDBG rules and regulations. (*Millie Vance, Certified CDBG Grant Writer*)

Executive Summary

Discussion only.

Millie Vance addressed the Council to review the CDBG process. She explained that it was Federal monies that had stringent guidelines to qualify for the grant. She informed the Council of the steps that were required to apply for the grant, to qualify for the grant, what areas of the City would qualify for the grant projects and how projects were determined.

There was a brief discussion regarding the surveys, the projects that are available, getting more public input, and the number of grants that McAlester has done or received.

There was no action taken on this item.

### **New Business**

There was no new business.

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

- Report on activities for the past two weeks.

Manager Stasiak commented on the accomplishments of the City that had been highlighted by the Mayor's State of the City Address and he thanked the Council for their support of those accomplishments.

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

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

Councilman Garvin commended the Fire and Police Departments for the job they did in responding to a fire at one of his rental properties. He commented on the new bathrooms at Hutchison Park and commended Billy Jack Boatright for his work. He commented on the progress and quality of work on the "A" Street reconstruction.

Councilman Karr informed the Council that the Choctaw Nation District 11 Stick Ball team had recently competed in games in Sulphur and had won two (2) games against the Chickasaw team.

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

Mayor Harrison had no comments for the evening.

### **Recess Council Meeting**

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:32 P.M.

### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 8:33 P.M.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to recess the Regular Meeting for an Executive Session pursuant to Title 25, Sec. 307 (B) (3) for the purpose of discussing the purchase or appraisal of real property, more specifically the City's possible purchase of certain real property with an existing structure to be held for economic development purposes.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:347 P.M.

### **Executive Session**

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

- Proposed executive session pursuant to 25 O.S. § 307(B)(3) for the purpose of discussing the purchase or appraisal of real property, more specifically the City's possible purchase of certain real property with an existing structure to be held for economic development purposes.

### **Reconvene into Open Session**

The Regular Meeting was reconvened at 9:25 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session pursuant to Title 25, Sec. 307 (B) (3) for the purpose of discussing the purchase or appraisal of real property, more specifically the City's possible purchase of certain real property with an existing structure to be held for economic development purposes. Only that matter was discussed, no action was taken and the Council returned to open session at 9:25 P.M., and this constituted the Minutes of the Executive Session.

**Adjournment**

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

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

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

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:26 P.M.

ATTEST:

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

\_\_\_\_\_  
Karen Boatright, Deputy Clerk

**CLAIMS FROM**

**February 18, 2015**

**Thru**

**March 3, 2015**

PACKET: 12539 CLAIMS FOR 03/10/2015  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
C	DDLETON	I-201503027122	01 -5212331	EMPLOYEE TRAV CORA MIDDLETON: TRAVEL EXP	072910	243.01
DA	MILLER	I-201503027123	01 -5321331	EMPLOYEE TRAV DARRELL MILLER: TRAVEL EXP	072911	120.67
01-A00026	AT & T LONG DISTANCE					
		I-201502177089	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	072784	65.89
01-A00229	ADVANTAGE TRUCK AND AUT					
		I-47504	01 -5321332	COMMUNITY SER BED COVER FOR POLICE VEH	072912	650.00
01-A00267	AIRGAS, INC					
		I-9036014306	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES	072913	236.12
		I-9036157422	01 -5432202	OPERATING SUP EMS SUPPLIES & OXYGEN	072913	211.73
		I-9036346146	01 -5653213	SAFETY EXPENS CHAINSAW CHAPS	072913	178.51
		I-9924597047	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES	072913	348.49
01-A00362	VYVE BROADBAND					
		I-201502177091	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #3	072785	65.21
		I-201502257111	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	072814	65.21
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201503037136	01 -2105	COLLECTION AG COURT COLLECTION FEE-JAN 2015	072915	7,833.00
01-A00751	ATWOODS					
		I-2484/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072916	19.27
		I-2487/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072916	16.66
		I-2488/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072916	11.48
		I-2495/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072916	109.83
		I-2496/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072916	31.97
01-A00770	BOLTE ENTERPRISES, INC					
		I-954830	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR FIRE	072917	80.40
		I-954852	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR FIRE	072917	50.33
01-B00000	BANK OF OKLAHOMA					
		I-5085321	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	072918	368.03
01-B00180	UNION IRON WORKS, INC.					
		I-S1843980.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072921	104.01
01-B00639	BUSINESS & LEGAL RESOUR					
		I-16877421	01 -5653213	SAFETY EXPENS SUBSCRIPTION FEE	072923	1,295.00
01-C00149	CANON FINANCIAL SERVICE					
		I-14648748	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	072926	725.00
01-C00167	CARL MARSHALL					
		I-201503027126	01 -5544308	CONTRACT LABO BASKETBALL REFEREE-6 GAMES	072927	150.00

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00030	CHIEF FIRE & SAFETY CO.					
		I-177840	01 -5431204	SMALL TOOLS SPANNER WRENCH & DRAIN	072929	132.00
		I-177911	01 -5432203	REPAIR & MAIN MISC REPAIR PARTS	072929	160.00
		I-177954	01 -5431204	SMALL TOOLS SPANNER WRENCH & DRAIN	072929	441.00
		I-179316	01 -5432203	REPAIR & MAIN MISC REPAIR PARTS	072929	109.00
01-C00496	CLAYTON PINSON					
		I-201503027127	01 -5544308	CONTRACT LABO BASKETBALL REFEREE-6 GAMES	072930	150.00
01-C00667	HESSEL HOLDING CO. dba					
		I-1503587	01 -5865218	STREET REPAIR RAMMER FOR STREET REPAIR	072931	2,595.00
01-D00013	D'Z RENTAL					
		I-2415-DZ2	01 -5210480	CONTINGENCY TABLE CLOTH RENTAL	072932	326.00
01-D00540	DOLESE BROTHERS					
		I-AG15016193	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	072936	533.03
01-D00600	DONNA M. CREWS					
		I-201503027128	01 -5544308	CONTRACT LABO SCOREKEEPER FEE-3 GAMES	072937	45.00
01-E00217	EMSAR OF TEXAS					
		I-44699	01 -5432203	REPAIR & MAIN OXYGEN BOTTLE HOLDER	072938	136.88
01-E00227	ENGRAVING & AWARDS OF N					
		I-330930	01 -5431202	OPERATING SUP RETIREMENT PLAQUE	072939	629.50
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-201503027119	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-MAR 2015	072907	3,125.00
01-F00020	FAITH MARKETING SOLUTIO					
		I-OD14007294	01 -5321332	COMMUNITY SER POLICE PROMOTIONAL SUPPLI	072940	265.82
		I-OD14007295	01 -5321332	COMMUNITY SER POLICE PROMOTIONAL SUPPLI	072940	264.29
01-F00077	FASTENAL					
		I-OKMCA131373	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072941	20.79
		I-OKMCA131675	01 -5431203	REPAIRS & MAI MAINT & REPAIR ITEMS-FIRE	072941	55.64
01-F00141	FIRE STORE					
		I-E1300751.001	01 -5431204	SMALL TOOLS FIREFIGHTING GEAR & EQUIP	072943	276.72
01-G00010	G & C RENTAL CENTER, IN					
		I-32679	01 -5865218	STREET REPAIR EQUIP RENTAL FEE	072946	312.60
		I-32709	01 -5865218	STREET REPAIR FORMING MAT RENTAL	072946	322.20
01-G00089	GFOA-GOVT FINANCE OFFIC					
		I-0123001	01 -5211331	EMPLOYEE TRAV MEMBERSHIP RENEWAL FEE	072947	190.00
01-G00130	GALL'S, AN ARAMARK CO.,					

PACKET: 12539 CLAIMS FOR 03/10/2015  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G'	TALL'S, AN ARAMARK CO.,		continued			
		I-003119233	01 -5321207	CLOTHING ALLO BADGES: NEW RECRUITS	072948	365.11
		I-003129717	01 -5321207	CLOTHING ALLO HOLSTER BELT-UNIF ALLOW	072948	32.12
01-H00048	HAMPTON INN - STILLWATE					
		I-82777485	01 -5212331	EMPLOYEE TRAV TRAVEL EXP-CLERKS CONF	072952	587.85
01-H00075	HARRIS CONSTRUCTION SER					
		I-468181	01 -5865218	STREET REPAIR HAULING FEE	072953	230.29
01-H00147	HERITAGE-CRYSTAL CLEAN,					
		I-13319600	01 -5865218	STREET REPAIR FEE TO REMOVE CRS-2	072954	1,876.78
		I-13321698	01 -5865218	STREET REPAIR FEE TO REMOVE CRS-2	072954	4,830.00
01-H00290	HUMPHREY PLUMBING, INC.					
		I-3438	01 -5548316	REPAIRS & MAI REPAIR WTR LINE @ AIRPORT	072955	2,663.60
01-I00049	IDEAL CLEANING					
		I-201502227103	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS-FEB 2015	072956	1,515.00
01-I00061	RICOH USA, INC.					
		I-5034753613	01 -5321308	CONTRACTED SE COPIER MAINT FEE	072957	72.50
01-I00110	IMPRESS OFFICE SUPPLY					
		I-037197	01 -5215202	OPERATING SUP OFFICE SUPPLIES	072958	37.74
		I-037281	01 -5215202	OPERATING SUP OFFICE SUPPLIES	072958	20.99
		I-037314	01 -5215202	OPERATING SUP OFFICE SUPPLIES	072958	29.50
		I-037315	01 -5215202	OPERATING SUP OFFICE SUPPLIES	072958	8.79
		I-037319	01 -5215202	OPERATING SUP OFFICE SUPPLIES	072958	8.50
		I-037327	01 -5215202	OPERATING SUP OFFICE SUPPLIES	072958	54.76
01-J00121	JAMESCO ENTERPRISES, LL					
		I-10176	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	072959	249.45
01-J'	JUSTIN SHANE-MICHAEL KL					
		I-201503027131	01 -5544308	CONTRACT LABO BASKETBALL REFEREE-3 GAMES	072961	75.00
01-L00428	LOWE'S CREDIT SERVICES					
		C-12418 CR	01 -5548203	REPAIRS & MAI SUPPLIES FOR REMODEL OFF	072966	93.10-
		I-01112	01 -5548203	REPAIRS & MAI SUPPLIES FOR REMODEL	072966	183.28
		I-01299	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072966	172.19
		I-02166	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	072966	52.21
		I-04946	01 -5865203	REPAIR & MAIN DRILLS FOR TRAFFIC CONTRO	072966	529.07
		I-05278	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072966	8.45
		I-06255	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072966	42.60
		I-06307	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072966	17.26
		I-06807	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072966	7.48
		I-07169	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	072966	82.60
		I-07835	01 -5865203	REPAIR & MAIN DRILLS FOR TRAFFIC CONTRO	072966	151.81

PACKET: 12539 CLAIMS FOR 03/10/2015  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L	LOWE'S CREDIT SERVICES		continued			
		I-09454	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072967	25.54
		I-9006810	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072967	24.58
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA365563	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	072969	489.55
01-M00570	MOORE MEDICAL CORP.					
		I-98512062I	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	072971	224.87
		I-98526796I	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	072971	940.21
		I-98535169I	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	072971	32.13
		I-98543190I	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	072971	238.00
		I-98544771I	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	072971	688.94
01-MC0098	MCAFFEE & TAFT					
		I-449309	01 -5210302	CONSULTANTS/L LEGAL FEE-PENSION	072974	238.50
01-MC0169	MCALESTER REGIONAL HOSP					
		I-CITYLAB 1/31/2015	01 -5653348	DRUG TESTING/ MISC DRUG SCREENS	072976	210.00
		I-CITYOFMC 1-31/2015	01 -5653348	DRUG TESTING/ PHYSICAL CAPACITY TEST	072977	98.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700598	01 -5548311	PARKING RENTA PARKING LOT RENTAL	072978	375.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05617720	01 -5101350	ELECTIONS COUNCIL PUBLICATION FEE	072979	173.95
		I-05617825	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	072979	13.71
		I-05617826	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	072979	13.56
01-N00343	NORTHERN SAFETY CO INC					
		I-901298111	01 -5865216	STREET REPAIR SAFETY SUPPLIES	072982	615.69
01-000128	OKLA MUN CLERKS, TREAS &					
		I-14-01497	01 -5211330	DUES & SUBSCR 2015 MEMBERSHIP FEE	072987	60.00
		I-14-01497	01 -5212330	DUES & SUBSCR 2015 MEMBERSHIP FEE	072987	30.00
01-000427	OKLA UNIFORM BUILDING C					
		C-CM 111320141	01 -5652336	FEEES BLDG PERMIT FEEES	072787	12.00-
		I-JAN 2015	01 -5652336	FEEES BLDG PERMIT FEEES	072787	108.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-22015-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	072991	2,000.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PYMT	01 -5215322	LIABILITY INS LIABILITY INS PREM-3RD QT	072993	19,607.34
		I-4TH QTR PYMT	01 -5215322	LIABILITY INS PROPERTY INS PREM-3RD QT	072993	11,149.50
		I-4TH QTR PYMT	01 -5215321	AUTO INSURANC AUTO INS PREM-3RD QTR	072993	10,015.83
		I-EQUIP-2014-4TH QTR	01 -5215322	LIABILITY INS EQUIP INS PREMIUM- 4TH QT	072993	347.30

PACKET: 12539 CLAIMS FOR 03/10/2015  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000600	OSU-FIRE SERVICE TRAINI	I-54456	01 -5431202	OPERATING SUP PROMOTION TESTING	072994	1,500.00
01-P00195	PENNWELL CORPORATION	I-1010000140503	01 -5431202	OPERATING SUP LABOR RELATION MANUAL	072996	64.65
01-P00250	PETTY CASH	I-201502177094	01 -5431202	OPERATING SUP GRANT PREP FEE	072788	42.39
		I-201502177094	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-PU VEHICLE	072788	25.83
		I-201502177094	01 -5431331	EMPLOYEE TRAV MEETING EXP	072788	27.75
		I-201502177095	01 -5210331	EMPLOYEE TRAV BUSINESS LUNCH EXP	072788	32.30
		I-201502177095	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-PAYROLL LAW	072788	26.08
		I-201502177095	01 -5653331	EMPLOYEE TRAV TRAVEL EXP-PAYROLL LAW	072788	16.63
		I-201502177095	01 -5548203	REPAIRS & MAI EMER PURCHASE-PARTS	072788	35.36
		I-201502177095	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OCMA CONF	072788	200.00
		I-201502177095	01 -5210202	OPERATING SUP MERCY CLINIC DEDICATION EXP	072788	14.03
		I-201502177095	01 -5101202	OPERATING SUP COUNCIL MTG EXP	072788	60.00
		I-201502177095	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-TULSA	072788	26.05
		I-201502177095	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-GFAO CON	072788	177.73
01-P00337	PITTS COUNTY CRIMINAL J	I-201503027132	01 -5213335	COUNTY INCARC INCARCERATION FEES-JAN 2015	072997	11,484.00
01-P00451	PURCHASE POWER / PITNEY	I-1389093-FEB15	01 -5215317	POSTAGE POSTAGE FOR POSTAGE MACH	073000	770.99
		I-1389093-MAR15	01 -5215317	POSTAGE POSTAGE FOR POSTAGE MACH	073000	770.99
01-P00510	PRO-KIL, INC	I-85103	01 -5542308	CONTRACTED SE PEST CONTROL-JIS	073001	126.00
01-P00560	PUBLIC SERVICE/AEP	I-201502107070	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-STREET LIGHTS	072789	12,059.80
		I-201502177093	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-LIBRARY	072789	1,496.80
		I-201502257112	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PAVILION@KOMAR	072816	40.81
		I-201502257112	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-KOMAR PARK	072816	129.67
01-R0	RESIDENT INN-STILLWATER	I-61300	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-OMCT CONF	073003	415.00
		I-61301	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-OMCT CONF	073003	415.00
01-R00300	RICHARD RUSHING	I-201503037137	01 -5544308	CONTRACT LABO REFEREE FEE-3 GAMES	073005	75.00
01-S00016	SAFETY GLASSES USA, INC	I-627144	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	073008	269.92
01-S00250	SHERATON MIDWEST CITY H	I-100092	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-PEACE CONF.	073009	324.00

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00776	STAPLES ADVANTAGE					
	I-3254964172	01	-5215202	OPERATING SUP COPY PAPER FOR CITY HALL	073011	599.80
	I-3255986640	01	-5215202	OPERATING SUP INK FOR ALL CITY PRINTERS	073011	508.21
	I-3255986644	01	-5215202	OPERATING SUP INK FOR ALL CITY PRINTERS	073011	56.97
	I-3255986647	01	-5215202	OPERATING SUP OFFICE SUPPLIES	073011	121.75
	I-3256784909	01	-5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	073011	219.99
	I-3256784910	01	-5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	073011	169.99
	I-3256784911	01	-5215202	OPERATING SUP INK FOR ALL CITY PRINTERS	073011	393.96
	I-3256784912	01	-5215202	OPERATING SUP OFFICE SUPPLIES	073011	129.39
	I-3257301383	01	-5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	073011	367.43
	I-3257301384	01	-5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	073011	150.99
	I-3257301385	01	-5215202	OPERATING SUP INK FOR ALL CITY PRINTERS	073011	163.99
	I-3257301387	01	-5215202	OPERATING SUP INK FOR ALL CITY PRINTERS	073012	359.95
	I-3257301388	01	-5215202	OPERATING SUP OFFICE SUPPLIES	073012	249.66
	I-3257301389	01	-5215202	OPERATING SUP OFFICE SUPPLIES	073012	43.99
	I-3257301390	01	-5215202	OPERATING SUP INK FOR ALL CITY PRINTERS	073012	171.94
	I-7132517736	01	-5215202	OPERATING SUP OFFICE SUPPLIES	073012	169.99
01-T00010	T. H. ROGERS LUMBER CO.					
	C-499569 CR	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073013	97.16-
	I-499550	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073013	111.71
	I-499570	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073013	48.58
	I-499643	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073013	76.60
	I-499812	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073013	10.09
	I-499848	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073013	64.42
	I-500332	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073013	5.54
01-T00032	TASER INTERNATIONAL					
	I-SI1389026	01	-5321331	EMPLOYEE TRAV TASER TRAINING SUPPL	073014	1,196.52
01-T00458	TONYA M BARNES					
	I-201503027134	01	-5544308	CONTRACT LABO SCOREKEEPER FEE-6 GAMES	073015	90.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
	I-9954908	01	-5653308	CONTRACTED SE PLAN ADMIN FEE	073016	1,210.00
01-U00000	UNITED STATES CELLULAR					
	I-0070608332	01	-5544328	INTERNET SERV SBC MONTHLY INTERNET CHG-2/15	072790	52.07
	I-0070622792	01	-5215315	TELEPHONE UTI CELL EXP-GENERAL	072790	1,836.40
01-U00128	UNITED PACKAGING & SHIP					
	I-157489	01	-5431202	OPERATING SUP SHIPPING FEES	073019	14.70
01-W00040	WALMART COMMUNITY BRC					
	I-003506	01	-5431202	OPERATING SUP JANITORIAL SUPPLIES	073020	97.87
	I-004893	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073020	108.11
	I-03183	01	-5431202	OPERATING SUP JANITORIAL SUPPLIES	073020	31.94
	I-05170	01	-5431202	OPERATING SUP JANITORIAL SUPPLIES	073020	276.89
	I-05321	01	-5210202	OPERATING SUP BREAKROOM SUPPLIES	073020	47.98

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W	WALMART COMMUNITY BRC		continued			
		I-07846	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	073020	26.94
		I-08040	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	073020	21.95
		I-08937	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	073020	7.19
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1858487.002	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073023	65.11
		I-S1864484.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073023	107.64
			FUND 01 GENERAL FUND	TOTAL:		124,506.19

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND					
		I-201502257111	02 -5975328	INTERNET SERV INTERNET SVS-HEREFORD LN	072814	65.21
01-B00180	UNION IRON WORKS, INC.					
		I-S1843313.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	072921	51.33
		I-S1843848.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	072921	31.25
01-B00314	BIO-AQUATIC TESTING, IN					
		I-00046730	02 -5973304	LAB TESTING QTRLY TESTING GEE	072922	2,692.00
01-C00271	CBSA					
		I-201502227102	02 -2512	CBSA COLLECTI UB&C COLLECTION FEES-FEB 2015	072928	203.23
01-D00540	DOLESE BROTHERS					
		I-AG15011229	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	072936	388.98
		I-AG15011794	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	072936	595.54
		I-AG15012387	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	072936	746.74
		I-AG15013015	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	072936	1,302.41
		I-AG15013635	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	072936	923.17
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201502177090	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-HEREFORD LN	072786	478.45
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-1/31/2015	02 -5866307	CONTRACTED RE RECYCLING CENTER LABOR	072963	1,890.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-02002	02 -5973316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	072966	50.58
		I-04260	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	072966	60.54
		I-07948	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	072967	256.05
		I-902361	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	072967	88.46
01-L00433	LOVE ENVELOPES					
		I-0045588-IN	02 -5216202	OPERATING SUP ENVELOPES FOR UB&C	072968	1,485.72
01-C	O'REILLY AUTO PARTS					
		I-0230-264732	02 -5973203	REPAIRS & MAI BOLTS FOR REPAIRS-WWM	072985	109.84
		I-0230-264947	02 -5973203	REPAIRS & MAI BOLTS FOR REPAIRS-WWM	072985	85.14
		I-0230-265436	02 -5973203	REPAIRS & MAI BOLTS FOR REPAIRS-WWM	072985	41.56
		I-0230-266429	02 -5973203	REPAIRS & MAI BOLTS FOR REPAIRS-WWM	072986	68.65
01-000275	OKLA DEPT OF COMMERCE					
		I-32015-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	072989	1,145.83
01-000523	OKLA WATER RESOURCES BO					
		I-005515-2014	02 -5974330	DUES & MAINT ANNUAL ADMIN WTR RIGHTS	072992	450.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PYMT	02 -5267322	LIABILITY INS LIABILITY INS PREM-1ST QT	072993	4,532.35

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0	OMAG-OK MUNICIPAL ASSUR		continued			
		I-4TH QTR PYMT	02 -5267322	LIABILITY INS PROPERTY INS PREM- 3RD QT	072993	4,667.64
		I-4TH QTR PYMT	02 -5267321	AUTO INSURANC AUTO INS PREM-3RD QTR	072993	2,914.48
		I-EQUIP-2014-4TH QTR	02 -5267322	LIABILITY INS EQUIP INS PREMIUM- 4TH QT	072993	180.22
01-P00040	PACE ANALYTICAL SERVICE					
		I-157517175	02 -5973304	LAB TESTING MONTHLY TESTING FEE	072995	56.47
01-P00250	PETTY CASH					
		I-201502177094	02 -5975331	EMPLOYEE TRAV TRAVEL EXP-PARTS IN TULSA	072788	6.00
		I-201502177095	02 -5866212	FUEL EXPENSE EMER PURCHASE-FUEL	072788	120.05
01-P00420	POSTMASTER					
		I-125-2015	02 -5216202	OPERATING SUP PRESORTED MAILING FEE	072998	440.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201502257112	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-5200 WATERWORKS	072816	171.17
01-U00020	UNITED STATES CELLULAR					
		I-0070622792	02 -5267315	TELEPHONE UTI CELL EXP-MPWA	072790	623.16
01-U00051	UTILITY SUPPLY CO., INC					
		I-082506	02 -5975236	WATER MAIN RE SUPPLIES FOR WTR LINE REP	073017	16,180.13
01-U00128	UNITED PACKAGING & SHIP					
		I-157092	02 -5973203	REPAIRS & MAI SHIPPING FEES	073019	32.93
				FUND 02 MPWA	TOTAL:	43,139.28

PACKET: 12539 CLAIMS FOR 03/10/2015  
VENDOR SET: 01  
FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-32015-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	072944	5,020.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PYMT	03 -5876322	INSURANCE/BON PROPERTY INS PREM- 3RD QT	072993	2,345.42
		I-4TH QTR PYMT	03 -5876321	AUTO INSURANC AUTO INS PREM-3RD QTR	072993	101.14
		I-EQUIP-2014-4TH QTR	03 -5876322	INSURANCE/BON EQUIP INS PREMIUM- 3RD QT	072993	12.27
01-R00210	RED RIVER SPECIALIST, I					
		I-272141	03 -5876316	REPAIRS & MAI CHEMICALS FOR LAND MAINT	073002	2,034.30
01-U00020	UNITED STATES CELLULAR					
		I-0070622792	03 -5876315	TELEPHONE UTI CELL EXP-AIRPORT	072790	27.93
			FUND 03	AIRPORT AUTHORITY	TOTAL:	9,541.06

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201503027124	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	072914	120.00
		I-201503027125	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	072914	74.75
01-G00288	GERALDINE E MALKOWSKI					
		I-201503027129	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	072949	120.00
		I-201503027130	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	072949	68.43
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PYMT	08 -5549322	LIABILITY INS LIABILITY INS PREM-3RD QT	072993	1,083.83
		I-4TH QTR PYMT	08 -5549321	AUTO INSURANC AUTO INS PREM-3RD QTR	072993	322.81
01-R00304	RICHELLE CHEYENNE					
		I-201503027133	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	073006	73.43
01-S00580	AT & T					
		I-201502257115	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	072817	246.38
01-U00020	UNITED STATES CELLULAR					
		I-0070622792	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	072790	83.79
			FUND 08 NUTRITION		TOTAL:	2,193.42

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00??0	LBR, INC.					
		I-5116	24 -5876401	CAPITAL OUTLA CONSULTANT FEES-AIRPORT	072964	20,764.05
		I-5122	24 -5876401	CAPITAL OUTLA CONSULTANT FEES-AIRPORT	072964	25,558.65
		I-5123	24 -5876401	CAPITAL OUTLA CONSULTING FEE-AIRPORT	072964	15,507.50
		I-5123A	24 -5876401	CAPITAL OUTLA CONSULTANT FEES-AIRPORT	072964	9,717.75
			FUND 24	AIRPORT GRANT	TOTAL:	71,547.95

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00533	MISS MCALESTER SCHOLARS	I-100	27 -5655317	ADVERTISING AD FEE-MISS OKLA PROGRAM	072970	175.00
01-MC0134	MCALESTER MAIN STREET	I-22015-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	072975	1,141.59
01-P00250	PETTY CASH	I-201502177095	27 -5655214	TOURISM EXPEN OKIE NATION EXP	072708	28.57
01-P00450	PRIDE IN MCALESTER	I-22015-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	072999	2,250.00
01-S00726	STAPLES ADVANTAGE	C-04053 CR	27 -5655202	OPERATING SUP OFFICE SUPPLIES	073011	119.99-
		I-04055	27 -5655214	TOURISM EXPEN OFFICE SUPPLIES	073011	34.99
		I-29077	27 -5655202	OPERATING SUP OFFICE SUPPLIES	073011	392.98
01-U00020	UNITED STATES CELLULAR	I-0070622792	27 -5655315	TELEPHONE UTI CELL EXP-TOURISM	072790	52.93
			FUND 27	TOURISM FUND	TOTAL:	3,956.07

PACKET: 12539 CLAIMS FOR 03/10/2015  
 VENDOR SET: 01  
 FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201502257114	28 -5654314	GAS UTILITY GAS EXP-EXPO	072815	12,237.41
01-000556	OMAG-OK MUNICIPAL ASSUR	I-4TH QTR PYMT	28 -5654322	LIABILITY INS LIABILITY INS PREM-3RD QT	072993	886.76
		I-4TH QTR PYMT	28 -5654322	LIABILITY INS PROPERTY INS PREM- 3RD QT	072993	6,273.82
		I-4TH QTR PYMT	28 -5654322	LIABILITY INS PROPERTY INS PREM- 3RD QT	072993	202.49
		I-4TH QTR PYMT	28 -5654321	AUTO INSURANC AUTO INS PREM-3RD QTR	072993	96.50
01-U00020	UNITED STATES CELLULAR	I-0070622792	28 -5654315	TELEPHONE UTI CELL EXP-EXPO	072790	83.79
FUND 28 SE EXPO CENTER					TOTAL:	21,780.77

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00144	COMPUTER PROJECTS OF IL					
	I-15-02-67ME		29 -5324316	REPAIRS-MAINT YEARLY LICENSE FEE& MAIN	072924	288.00
01-M00715	MUSKOGEE COMMUNICATIONS					
	I-213856		29 -5324316	REPAIRS-MAINT E-911 RADIO REPAIRS	072973	212.50
01-000276	OKLA DEPT OF PUBLIC SAF					
	I-04-1505516		29 -5324308	CONTRACTED SE TELETYPE RENTAL FOR E-911	072990	300.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-4TH QTR PYMT		29 -5324322	LIABILITY INS LIABILITY INS PREM-3RD QT	072993	788.23
	I-4TH QTR PYMT		29 -5324321	AUTO INSURANC AUTO INSURANCE PREMIUM	072993	114.56
01-P00250	PETTY CASH					
	I-201502177095		29 -5324331	EMPLOYEE TRAV TRAVEL EXP-OLETS CERT	072788	7.78
	I-201502177095		29 -5324202	OPERATING SUP SHIPPING FEES FOR E-911	072788	37.01
01-U00020	UNITED STATES CELLULAR					
	I-0070622792		29 -5324315	TELEPHONE UTI CELL EXP-E-911	072790	27.93
01-W00392	WINDSTREAM CORPORATION					
	I-201502257113		29 -5324315	TELEPHONE UTI PHONE EXP-E-911 CTY TRUNK LN	072818	451.45
			FUND 29 E-911	TOTAL:		2,227.46

PACKET: 12539 CLAIMS FOR 03/10/2015  
 VENDOR SET: 01  
 FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-22015-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	072975	1,141.58
01-000275	OKLA DEPT OF COMMERCE					
		I-32015-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	072988	282.50
01-P00250	PETTY CASH					
		I-201502177095	30 -5652350	BUSINESS DEVE BUSINESS LUNCH EXP	072788	38.96
		I-201502177095	30 -5652350	BUSINESS DEVE BUSINESS LUNCH EXP	072788	36.25
01-P00450	PRIDE IN MCALESTER					
		I-1317	30 -5652350	BUSINESS DEVE BANQUET TICKETS	072999	25.00
		I-22015-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	072999	2,250.00
01-R00260	RETAIL ATTRACTIONS LLC					
		I-0623	30 -5652302	CONSULTANTS CONSULTANT FEES	073004	1,000.00
01-R00464	ROBISON INTERNATIONAL,					
		I-22015-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	073007	2,000.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	6,774.29

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00448	DISCOUNT STEEL					
		I-4789	32 -5215224	ARCHERY PARK CAPS FOR PIPE-ARCHERY PAR	072935	87.20
01-W00193	HTW ENTERPRISES INC dba					
		I-67025	32 -5215214	EXPENSES-DOG SIGNAGE FOR DOG PARK	073022	51.59
			FUND 32	GRANTS & CONTRIBUTIONS	TOTAL:	138.79

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-14-04-02	33 -5971516	2014 CDBG PRO CONSULTANT FEES-2014 CDBG	072983	5,520.00
			FUND	33 CDBG GRANTS FUND	TOTAL:	5,520.00

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
		I-954439	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072917	19.84
		I-954629	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072917	1.43
01-C00148	KEVIN HARRIS dba CAR BO					
		I-262867	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	072925	35.00
01-G00490	GRISSOM IMPLEMENT INC					
		I-461644	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072950	87.98
		I-461808	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072950	41.14
		I-461872	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072950	27.94
		I-462319	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072950	91.58
01-J00310	JET TIRE SERVICE					
		I-112793	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENTS	072960	48.95
01-K00190	YELLOWHOUSE MACHINERY C					
		I-34740	35 -5862203	REPAIRS & MAI REPAIRS TO LF DOZER	072962	761.25
		I-37798	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	072962	84.15
01-N00270	NIX AUTO CENTER, INC.					
		C-138855 CR	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS & PARTS	072980	22.84-
		I-138808	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS & PARTS	072980	59.34
		I-138817	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS & PARTS	072980	273.20
01-N00271	FREEDOM FORD INC					
		I-160904	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	072981	42.95
		I-161030	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	072981	45.95
		I-161128	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	072981	42.95
01-O00075	O'REILLY AUTO PARTS					
		C-0230-263759 CR	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	35.00-
		C-0230-263828 CR	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	87.83-
		I-0230-263428	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072984	301.05
		I-0230-263434	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072984	12.73
		I-0230-263492	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072984	407.98
		I-0230-263532	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072984	106.99
		I-0230-263574	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	072984	4.90
		I-0230-263693	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	179.32
		I-0230-263713	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	27.96
		I-0230-263714	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	122.54
		I-0230-263715	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	112.19
		I-0230-263754	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	7.81
		I-0230-263825	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	96.07
		I-0230-264644	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072984	12.14
		I-0230-264645	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	90.78
		I-0230-264655	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	78.33
		I-0230-264696	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	5.85
		I-0230-265046	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	8.49

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C	O'REILLY AUTO PARTS		continued			
		I-0230-265143	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	12.08
		I-0230-265299	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	26.16
		I-0230-266042	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	14.18
		I-0230-266344	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	99.21
		I-0230-266346	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	74.70
		I-0230-266406	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072985	23.50
		I-0230-266478	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	072986	29.98
01-S00710	STANDARD MACHINE LLC					
		C-241048 CR	35 -5862203	REPAIRS & MAI PARTS AS NEEDED FOR REPAI	073010	9.00-
		I-241044	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	073010	143.70
		I-241049	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	073010	9.00
01-U00020	UNITED STATES CELLULAR					
		I-0070622792	35 -5862315	TELEPHONE UTI CELL EXP-FLEET MAINT	072790	62.23
01-U00127	UNITED ENGINES, LLC					
		I-2046226	35 -5862203	REPAIRS & MAI PARTS FOR STREET SWEEPER	073018	2,130.00
01-W00072	WARREN CAT					
		I-PS150128084	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR LF-9	073021	2,154.80
				FUND 35 FLEET MAINTENANCE	TOTAL:	7,863.65

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN	I-201502	36 -5215315	THIRD PARTY A W/C ADMIN	072972	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00093	BANCFIRST-TRUST DEPT					
		I-5000347	38 -5215520	AGENT FEES BOND AGENT FEES	072919	2,500.00
			FUND 38	DEDICATED SALES TAX-MPWA TOTAL:		2,500.00

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00172	BILLY DALE YOUNG					
	I-544849	41	-5542401	CAPITAL OUTLA ELECTRIC FOR HUTCHISON	072920	1,100.00
01-C00667	HESSEL HOLDING CO. dba					
	I-1503588	41	-5865406	CIP#1 - 17TH STREET FILTER FABRIC-CIP1	072931	2,550.00
01-D00153	CHARLES DAVID MUNHOLLAN					
	I-14-01419	41	-5542401	CAPITAL OUTLA FRAMING LABOR-RESTROOM	072933	2,500.00
01-D00217	DEERE CREDIT, INC.					
	I-32015-#0063527	41	-5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	072934	1,140.15
	I-32015-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	072934	1,821.57
01-D00448	DISCOUNT STEEL					
	I-4725	41	-5542401	CAPITAL OUTLA SHEETMETAL FOR HUTCHISON	072935	1,798.10
01-D00540	DOLESE BROTHERS					
	I-AG15013636	41	-5865406	CIP#1 - 17TH GRAVEL FOR CIP#1	072936	135.20
	I-AG15016192	41	-5865406	CIP#1 - 17TH GRAVEL FOR CIP#1	072936	123.91
	I-AG15017450	41	-5865406	CIP#1 - 17TH GRAVEL FOR CIP#1	072936	127.38
01-F00066	FERNO					
	I-CO 162869	41	-5431403	AMBULANCE AMBULANCE COT	072942	4,869.67
01-F00170	FIRST NATIONAL BANK					
	I-32015-#137	41	-5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	072944	3,378.84
01-L00380	LOCKE SUPPLY CO.					
	I-25030372-00	41	-5542401	CAPITAL OUTLA WIRE FOR HUTCHISON PK	072965	216.69
01-L00428	LOWE'S CREDIT SERVICES					
	I-02496	41	-5865406	CIP#1 - 17TH LUMBER FOR CIP#1 PROJECT	072966	17.04
01-T00010	T. H. ROGERS LUMBER CO.					
	I-500174	41	-5865406	CIP#1 - 17TH FORMING MATERIALS	073013	161.32
			FUND 41 CIP FUND		TOTAL:	19,939.87

PACKET: 12539 CLAIMS FOR 03/10/2015

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00271	FLEET DISTRIBUTORS EXPR					
		I-9018	42 -5321401	CAPITAL OUTLA POLICE SIREN CONTROL BOX	072945	350.00
01-G00494	GT DISTRIBUTORS, INC					
		I-INV0526160	42 -5321401	CAPITAL OUTLA GUNS FOR POLICE OFFICERS	072951	3,917.75
			FUND 42	FEDERAL FORFEITURE FUND TOTAL:		4,267.75
				REPORT GRAND TOTAL:		326,838.23

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2014-2015	01 -2105	COLLECTION AGENCY 25% (COU	7,833.00						
	01 -5101202	OPERATING SUPPLIES	60.00	3,750	2,409.31				
	01 -5101350	ELECTIONS	173.95	18,400	9,656.43-	Y			
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	8,000.00				
	01 -5210202	OPERATING SUPPLIES	62.01	2,500	549.72				
	01 -5210302	CONSULTANTS/LABOR RELATION	238.50	45,000	15,742.32				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	232.30	6,100	1,030.55				
	01 -5210480	CONTINGENCY	326.00	25,000	20,449.53				
	01 -5211330	DUES & SUBSCRIPTIONS	60.00	850	440.00				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	1,223.81	5,000	720.35				
	01 -5212317	ADVERTISING & PRINTING	27.27	2,000	326.42				
	01 -5212330	DUES & SUBSCRIPTIONS	30.00	470	207.00				
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	830.86	2,900	1,570.14				
	01 -5213335	COUNTY INCARCERATION EXPEN	11,484.00	104,544	31,724.00				
	01 -5214302	CONSULTANTS	3,125.00	95,000	6,926.70				
	01 -5215202	OPERATING SUPPLIES	3,129.88	31,500	1,241.16				
	01 -5215312	EQUIPMENT RENTALS	1,214.55	21,000	2,425.19-	Y			
	01 -5215313	ELECTRIC UTILITY	13,727.08	294,500	94,045.26				
	01 -5215315	TELEPHONE UTILITY	1,902.29	35,000	10,455.85				
	01 -5215317	POSTAGE	1,541.98	12,600	4,365.77				
	01 -5215321	AUTO INSURANCE	10,015.83	40,615	1,430.73				
	01 -5215322	LIABILITY INSURANCE/BONDS	31,104.14	137,826	266.29-	Y			
	01 -5225401	COMPUTER TECHNOLOGY	908.40	15,000	6,389.25				
	01 -5321207	CLOTHING ALLOWANCE	397.23	52,320	13,217.11				
	01 -5321308	CONTRACTED SERVICES	72.50	11,000	4,923.17				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	1,693.07	10,000	6,307.79				
	01 -5321332	COMMUNITY SERVICES PROGRAM	1,180.11	7,500	3,212.52				
	01 -5431202	OPERATING SUPPLIES	2,714.02	12,900	588.71-	Y			
	01 -5431203	REPAIRS & MAINT SUPPLIES	441.16	9,900	4,100.74				
	01 -5431204	SMALL TOOLS	849.72	4,100	958.63				
	01 -5431328	INTERNET SERVICE	130.42	3,829	756.28				
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	27.75	8,300	4,392.43				
	01 -5432202	OPERATING SUPPLIES	2,920.49	24,000	3,790.45				
	01 -5432203	REPAIR & MAINT SUPPLIES	405.88	5,000	3,556.12				
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,190.01	47,500	11,923.40				
	01 -5542308	CONTRACTED SERVICES	126.00	14,400	5,758.09				
	01 -5544308	CONTRACT LABOR	585.00	18,000	8,633.00				
	01 -5544328	INTERNET SERVICE	52.07	1,380	596.30				
	01 -5547308	CONTRACTED SERVICES	368.03	4,660	220.00				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	125.54	42,000	3,862.29-	Y			
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,515.00	16,000	110.00				
	01 -5548311	PARKING RENTAL	375.00	4,500	0.00				
	01 -5548316	REPAIRS & MAINTENANCE	2,663.60	17,500	3,076.22-	Y			
	01 -5652336	FEES	96.00	1,800	985.00				
	01 -5653213	SAFETY EXPENSE	1,743.43	24,000	3,782.18				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5653308	CONTRACTED SERVICES	1,210.00	5,000	190.00		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	16.63	2,500	1,020.04		
01	-5653348	DRUG TESTING/PHYSICALS	308.00	12,000	4,812.75		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	733.09	60,500	33,858.13		
01	-5865218	STREET REPAIRS & MAINTENAN	11,315.59	261,000	41,516.00		
02	-2512	CBSA COLLECTION FEES	203.23				
02	-5216202	OPERATING SUPPLIES	1,925.72	10,000	2,036.29		
02	-5267313	ELECTRIC UTILITY	649.62	392,448	133,237.59		
02	-5267315	TELEPHONE UTILITY	623.16	59,827	3,290.84		
02	-5267321	AUTO INSURANCE - FLEET	2,914.48	11,658	1,332.77		
02	-5267322	LIABILITY INSURANCE/BONDS	9,380.21	48,342	2,818.62		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	3,437.53		
02	-5866212	FUEL EXPENSE	120.05	14,000	8,986.15		
02	-5866307	CONTRACTED RECYCLE SERVICE	1,890.00	22,800	6,240.00		
02	-5973203	REPAIRS & MAINT SUPPLIES	338.12	25,000	927.49		
02	-5973304	LAB TESTING	2,748.47	32,100	11,087.77		
02	-5973316	REPAIRS & MAINTENANCE	50.58	22,000	6,717.14		
02	-5974330	DUES & MAINTENANCE	450.00	500	50.00		
02	-5975209	UTILITY MAINTENANCE SUPP.	489.63	82,500	40,213.61		
02	-5975218	STREET REPAIRS & MAINTENAN	3,958.84	115,000	37,180.22		
02	-5975236	WATER MAIN REPLACEMENT	16,180.13	50,000	33,819.87		
02	-5975328	INTERNET SERVICE	65.21	756	250.14		
02	-5975331	EMPLOYEE TRAVEL & TRAININ	6.00	1,200	1,194.00		
03	-5876315	TELEPHONE UTILITY	27.93	350	129.08		
03	-5876316	REPAIRS & MAINTENANCE	2,034.30	4,000	1,431.42		
03	-5876321	AUTO INSURANCE	101.14	500	95.44		
03	-5876322	INSURANCE/BONDS	2,357.69	12,000	1,411.58		
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	15,060.00		
08	-5549308	CONTRACT SERVICES	456.61	15,500	5,585.19		
08	-5549315	TELEPHONE UTILITY	330.17	3,386	1,070.58		
08	-5549321	AUTO INSURANCE	322.81	1,582	290.76		
08	-5549322	LIABILITY INSURANCE/BONDS	1,083.83	4,368	0.97		
24	-5876401	CAPITAL OUTLAY	71,547.95	1,823,620	289,741.00		
27	-5655202	OPERATING SUPPLIES	272.99	4,000	2,551.01		
27	-5655214	TOURISM EXPENSE	63.56	48,000	26,544.83		
27	-5655315	TELEPHONE UTILITY	52.93	900	279.08		
27	-5655317	ADVERTISING	175.00	13,600	10,543.84		
27	-5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	9,000.00		
27	-5655353	MAIN STREET PROGRAM	1,141.59	13,700	4,567.28		
28	-5654314	GAS UTILITY	12,237.41	16,000	17,574.77-	Y	
28	-5654315	TELEPHONE UTILITY	83.79	2,700	1,777.38		
28	-5654321	AUTO INSURANCE	96.50	300	86.00-	Y	
28	-5654322	LIABILITY INSURANCE/BONDS	9,363.07	26,700	3,467.90-	Y	
29	-5324202	OPERATING SUPPLIES	37.01	4,000	1,641.01		
29	-5324308	CONTRACTED SERVICES	300.00	65,500	9,809.49		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
29	-5324315	TELEPHONE UTILITY	479.38	59,499	22,047.53		
29	-5324316	REPAIRS-MAINTENANCE	500.50	5,900	2,317.00		
29	-5324321	AUTO INSURANCE	114.56	459	0.76		
29	-5324322	LIABILITY INSURANCE/BONDS	788.23	4,400	1,234.53		
29	-5324331	EMPLOYEE TRAVEL & TRAININ	7.78	4,500	3,047.22		
30	-5211352	MISC PRIDE IN MCALESTER	2,250.00	28,100	10,100.00		
30	-5211353	MAIN STREET PROGRAM	1,141.58	12,600	3,467.36		
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	8,000.00		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	847.50		
30	-5652302	CONSULTANTS	1,000.00	130,000	107,030.00		
30	-5652350	BUSINESS DEVELOPMENT EXPEN	100.21	24,600	14,469.32		
32	-5215214	EXPENSES-DOG PARK	51.59	4,792	876.22		
32	-5215224	ARCHERY PARK GRANT EXPENSE	87.20	57,500	50,015.31		
33	-5971516	2014 CDBG PROJECT	5,520.00	194,946	169,286.00		
35	-5862203	REPAIRS & MAINTENANCE SUPP	7,801.42	240,000	68,694.22		
35	-5862315	TELEPHONE UTILITY	62.23	732	300.61		
36	-5215315	THIRD PARTY ADM FEES	941.68	12,000	600.00		
38	-5215520	AGENT FEES	2,500.00	15,000	6,000.00		
41	-5431403	AMBULANCE	4,869.67	162,000	306.33		
41	-5542401	CAPITAL OUTLAY	5,614.79	124,100	13,668.50		
41	-5865406	CIP#1 - 17TH STREET	3,114.85	119,020	57,844.09		
41	-5865510	LEASE PAYMENTS	6,340.56	60,599	19,023.98		
42	-5321401	CAPITAL OUTLAY	4,267.75	36,000	1,971.82		

\*\* 2014-2015 YEAR TOTALS \*\* 326,838.23

NO ERRORS

\*\* END OF REPORT \*\*

ACCOUNT: 12539 CLAIMS FOR 03/10/2015  
VENDOR SET: 01  
BANK : FNB FIRST NATIONAL BANK

VENF	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	2/2015	16,592.01CR
01	3/2015	107,914.18CR
02	2/2015	1,464.04CR
02	3/2015	41,675.24CR
03	2/2015	27.93CR
03	3/2015	9,513.13CR
08	2/2015	330.17CR
08	3/2015	1,863.25CR
24	3/2015	71,547.95CR
27	2/2015	81.50CR
27	3/2015	3,874.57CR
28	2/2015	12,321.20CR
28	3/2015	9,459.57CR
29	2/2015	524.17CR
29	3/2015	1,703.29CR
30	2/2015	75.21CR
30	3/2015	6,699.08CR
32	3/2015	138.79CR
33	3/2015	5,520.00CR
35	2/2015	62.23CR
35	3/2015	7,801.42CR
36	3/2015	941.68CR
38	3/2015	2,500.00CR
41	3/2015	19,939.87CR
42	3/2015	4,267.75CR
ALL		326,838.23CR

ACH PAYMENT  
FOR  
MARCH 10, 2015  
CLAIMS

3-03-2015 12:49 PM  
 PACKET: 12550 OFFICE RENT-MARCH 2015  
 ENDOR SET: 01

A/P PAYMENT REGISTER

VENDOR SEQUENCE

ENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----									
01-T00500 PARROTT COMPANY, LLC									
I	201502227101	TOURISM OFFICE RENT-MARCH 2 FNB				E 3/02/2015	558.20	558.20CR	
		G/L ACCOUNT					558.20		
	27 5655340	OFFICE RENT				558.20	TOURISM OFFICE RENT-MARCH 2015		
		VENDOR TOTALS				EFT	558.20	558.20CR	0.00
							558.20	0.00	
-----									

ACCOUNT: 12550 OFFICE RENT-MARCH 2015

ENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

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

---- TYPE OF CHECK TOTALS ----

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

TOTAL CHECKS TO PRINT: 0

=====

ERRORS: 0 WARNINGS: 0

407 E. Main  
Antlers, OK 74523  
(800) 522-3889 Phone  
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave  
Ada, OK 74820  
(580) 332-6300 Phone  
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave  
McAlester, OK 74501  
(888) 332-3431 Phone  
(918) 426-3626 Fax

City Of McAlester  
PO Box 578  
McAlester, OK 74501

City Of McAlester  
28 E Washington Ave  
McAlester, OK 74501

**Renewal Maintenance Contract Proposal**  
**Contract # MCAC31452-02**  
**Renewal Date Range 4/18/2015 - 4/17/2016**

2/13/2015

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract's have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

**Your Contract Renewal Rate will be \$418.70 billing Monthly**  
**Full Service - Excl Paper & Networking**

Equipment covered under this contract agreement include:

Contract #	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
<b>C7080</b>	<b>IMR-C2225</b>	<b>LYD11054</b>			
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B\W	B/W		<b>30,000.00</b>	<b>0.0065</b>	Monthly
Color	Color		<b>4,000.00</b>	<b>0.05</b>	Monthly
Total Count					Monthly
<b>C7081</b>	<b>IMR-C7260</b>	<b>LWA03102</b>	<b>2ND FLOOR</b>		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B\W	B/W		<b>30,000.00</b>	<b>0.0065</b>	Monthly
Color	Color		<b>4,000.00</b>	<b>0.05</b>	Monthly
Total Count					Monthly
<b>C7092</b>	<b>IMR-C7260</b>	<b>LWA03144</b>	<b>1ST FLOOR</b>		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B\W	B/W		<b>30,000.00</b>	<b>0.0065</b>	Monthly
Color	Color		<b>4,000.00</b>	<b>0.05</b>	Monthly
Total Count					Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

**This is not a bill ....  
Please Sign and Return.  
Invoice to follow.**

Sincerely,

Shana Arnold  
Contract Administrator  
sarnold@milleroffice.com  
918-426-3600 Phone

Contract# MCAC31452-02

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

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

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

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

New Purchase Order# \_\_\_\_\_

\* This agreement includes and is subject to the terms and conditions on the reverse side of this document.



# MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems Antlers, LLC, MOE Systems McAlester, LLC, Moe Systems Ada, LLC, (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, without charge, parts which have been broken or worn through normal use and labor which is necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be located at or moved to a location in Zones II through IV, there will be an adjustment in the normal base annual maintenance rate as set forth in the table below:

<u>Zone</u>	<u>Distance to Miller's Office</u>	<u>Percentage of Normal Base Annual Maintenance Rate</u>
I	Not more than 30 miles	100%
II	30 - 45 miles	125%
III	46 - 60 miles	150%
IV	61 - 100 miles	200%

Maintenance rates for equipment located at or moved to a location beyond the table will be subject to negotiation between Miller and the customer. Distance will be computed from the most convenient route determined by Miller from Miller's service office to customer.

If service at time other than during Miller's normal business hours is furnished upon customer's request, customer will be charged at Miller's established rates for labor and travel then in effect.

5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as a separate chargeable service provide at Miller's established rates.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes and/or freight charges. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. "Contract Freight" will be added to each invoice submitted under this contract. Contract freight charges are for the freight and delivery of items covered under this contract (i.e.; drums, parts, and supplies), and for fuel used in travel for service work performed. Invoices for per copy Contracts and copy overages will have contract freight charges added.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller, and only within the first six months of coverage. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months, except for the base rate charges and drum charges, which will be set at Miller's established rates, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial) \_\_\_\_\_



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 10, 2015  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: March 3, 2015

Item Number: \_\_\_\_\_  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, signing a lease renewal with Miller Office Supply for three (3) three copiers.

### Recommendation

Motion to approve signing a renewal lease with Miller Office Supply for three (3) three copiers.

### Discussion

### Approved By

*Initial*  
TE

*Date*

Department Head  
City Manager

P. Stasiak

**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

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

**FROM:** Trustees of The McAlester Public Works Authority  
**TO:** BancFirst  
**DATE:** February 27, 2015

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

Infrastructure Solutions Group, LLC	<b>874081029</b>
CREDITOR	TRUST NO.

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

Professional Services	Invoice: MC-14-06-04	
ITEM	ITEM NO.	
February 27, 2015	CIP #3	\$12,628.00
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY

  
\_\_\_\_\_  
City Manager or Chairman

Date: February 27, 2015

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

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

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

Submit in triplicate:

- 1 to Trustee Bank
- 1 to Authority
- 1 to City



INVOICE SUBMITTED TO:

February 27, 2015

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

Invoice # MC-14-06-04

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

Construction Start Date: November 14, 2014  
Calendar Days in Contract: 330 days  
Percentage Complete to Date: 106/330 = 32.1%

CONSTRUCTION MANAGEMENT – \$40,000.00 32.1% of \$40,000.00	\$ 12,840.00
RESIDENT PROJECT REPRESENTATIVE - \$103,500.00 32.1% of \$103,500.00	<u>\$ 33,223.50</u>
TOTAL SERVICES BILLED TO DATE	\$ 46,063.50
LESS PREVIOUSLY INVOICED	- <u>\$ 33,435.50</u>
<b><u>TOTAL DUE THIS INVOICE</u></b>	<b><u>\$ 12,628.00</u></b>

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

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

**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

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

**FROM:** Trustees of The McAlester Public Works Authority  
**TO:** BancFirst  
**DATE:** February 27, 2015

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<u>T. McDonald Construction</u>	<u>874081029</u>
CREDITOR	TRUST NO.

<u>P.O. Box 1043 Eufaula, OK 74432</u>
MAILING ADDRESS

<u>Construction Services</u>	<u>Invoice: Payment # 4</u>	
ITEM	ITEM NO.	
<u>February 25, 2015</u>	<u>CIP #3</u>	<u>\$47,627.58</u>
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



\_\_\_\_\_  
City Manager or Chairman

Date: February 27, 2015

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

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

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

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

## Contractor's Application for Payment No. 4

	Application Period: <p style="text-align: center;">1/21/2015-2/18/2015</p>	Application Date: <p style="text-align: center;">2/18/15/2015</p>
To (Owner): <p style="text-align: center;">CITY OF MCALESTER</p>	From (Contractor): <p style="text-align: center;">T. MCDONALD CONST, INC.</p>	Via (Engineer): <p style="text-align: center;">Mehlburger Brawley</p>
Project: <p style="text-align: center;">SECOND STREET IMPROVEMENTS CIP #3</p>	Contract:	
Owner's Contract No.: <p style="text-align: center;">N/A</p>	Contractor's Project No.: <p style="text-align: center;">2099</p>	Engineer's Project No.: <p style="text-align: center;">MC-14-01</p>

### Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		-\$8,950.00
TOTALS		-\$8,950.00
NET CHANGE BY CHANGE ORDERS	-\$8,950.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 2,730,987.50
2. Net change by Change Orders.....	\$ -8,950.00
3. Current Contract Price (Line 1 ± 2).....	\$ 2,722,037.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 406,709.44
5. RETAINAGE:	
a. 10% X <u>313,135.30</u> Work Completed....	\$ 31,313.53
b. 10% X <u>93,574.14</u> Stored Material.....	\$ 9,357.41
c. Total Retainage (Line 5a + Line 5b).....	\$ 40,670.94
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 366,038.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)...	\$ 318,410.92
8. AMOUNT DUE THIS APPLICATION.....	\$ 47,627.58
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 2,351,949.00

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 0303/15

Payment of: \$ 47,627.58  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  2/28/15  
(Engineer) (Date)

Payment of: \$ 47,627.58  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

# Progress Estimate

# Contractor's Application

For (contract):						Application Numl				
MC-14-01						4				
Application Peri						Application Date:				
1/21/2015-2/18/2015						2/18/2015				
A			B	C	D	E	F		G	
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
1	EARTHWORK	1	\$65,000.00	\$65,000.00						\$65,000.00
2	SOLID SLAB SOD	5355	\$3.00	\$16,065.00						\$16,065.00
3	AGGREGATE TYPE A	2135	\$47.50	\$101,412.50						\$101,412.50
4	BASE REPAIR-AGG BASE TYPE A	220	\$85.00	\$18,700.00						\$18,700.00
5	LIME	68	\$200.00	\$13,600.00						\$13,600.00
6	LIME STABILIZED SUBGRADE	12800	\$12.00	\$153,600.00						\$153,600.00
7	TACK COAT	3000	\$1.00	\$3,000.00						\$3,000.00
8	PRIME COAT	135	\$10.00	\$1,350.00						\$1,350.00
9	DRIVING SURFACE (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	600	\$140.00	\$84,000.00						\$84,000.00
10	BASE REPAIR PATCH (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	75	\$150.00	\$11,250.00						\$11,250.00
11	RCP BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	70	\$150.00	\$10,500.00						\$10,500.00
12	WATER LINE BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	25	\$150.00	\$3,750.00						\$3,750.00
13	COLD MILLING PAVEMENT (OVERLAY)	3700	\$8.00	\$29,600.00						\$29,600.00
14	PC CONCRETE FOR PAVEMENT (PLACEMENT)	11520	\$24.50	\$282,240.00						\$282,240.00
15	PC CONCRETE FOR PAVEMENT (PLACEMENT)	2600	\$132.00	\$343,200.00						\$343,200.00
16	CONCRETE JOINT SEALING	23625	\$1.20	\$28,350.00						\$28,350.00
17	CONCRETE CURB (6" BARRIER-INTEGRAL)	4400	\$9.00	\$39,600.00						\$39,600.00
18	4" CONCRETE SIDEWALK	1800	\$44.00	\$79,200.00						\$79,200.00
19	6" CONCRETE DRIVEWAY	2000	\$66.00	\$132,000.00						\$132,000.00
20	TACTILE WARNING DEVICE	420	\$22.00	\$9,240.00						\$9,240.00
21	INTEL CI DES. 2 (STD)	2	\$6,600.00	\$13,200.00	1	\$6,600.00		\$6,600.00	50.0%	\$6,600.00
22	INTEL CI DES. 3 (STD)	1	\$7,150.00	\$7,150.00						\$7,150.00
23	6" PERFORATED UNDERDRAIN ROUND	6000	\$10.00	\$60,000.00	93	\$930.00		\$930.00	1.6%	\$59,070.00
24	6" NON-PERFORATED UNDERDRAIN ROUND	200	\$20.00	\$4,000.00						\$4,000.00
25	REMOVAL OF CONCRETE PAVEMENT W/ASPHALT OVERLAY	12000	\$7.00	\$84,000.00	877	\$6,139.00		\$6,139.00	7.3%	\$77,861.00
26	REMOVAL OF SIDEWALK	1300	\$4.00	\$5,200.00	492	\$1,968.00		\$1,968.00	37.8%	\$3,232.00
27	MOBILIZATION	1	\$80,000.00	\$80,000.00	0.5	\$40,000.00		\$40,000.00	50.0%	\$40,000.00
28	TENSAR ROADRAIN	12800	\$10.95	\$140,160.00						\$140,160.00
29	CONCRETE JUCTION BOXES	4	\$4,500.00	\$18,000.00	3	\$13,500.00	\$6,765.64	\$20,265.64	112.6%	-\$2,265.64
30	19"X30" RC PIPE CLASS III	23	\$200.00	\$4,600.00						\$4,600.00
31	30" RC PIPE CLASS III	890	\$110.00	\$97,900.00	890	\$97,900.00		\$97,900.00	100.0%	
32	24"X38" RC PIPE ARCH CLASS III	5	\$500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%	
33	44"X27" RC PIPE ARCH CLASS III	33	\$350.00	\$11,550.00	30	\$10,500.00		\$10,500.00	90.9%	\$1,050.00
34	SEWER LINE CONNECTIONS (UNDER RCP WEST SIDE FROM COMMAMCHE TO CANAL)	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
35	8" SDR 35 PVC MAIN SEWER LINE	2910	\$65.00	\$189,150.00	333	\$21,645.00	\$11,423.79	\$33,068.79	17.5%	\$156,081.21

36	4" ID CONCRETE PRE-CAST MANHOLE	10	\$5,500.00	\$55,000.00	1	\$5,500.00		\$5,500.00	10.0%	\$49,500.00
37	SEWER SERVICE CONNECTION	75	\$950.00	\$71,250.00	2	\$1,900.00	\$5,000.50	\$6,900.50	9.7%	\$64,349.50
38	SEWER LINE AGGREGATE BASE FOR SURFACE REPAIR	2910	\$10.00	\$29,100.00						\$29,100.00
39	16" PVC C-900 DR 14 WATER MAIN	115	\$90.00	\$10,350.00	105	\$9,450.00		\$9,450.00	91.3%	\$900.00
40	10" PVC C-900 WATER MAIN	1365	\$40.00	\$54,600.00	1365	\$20,293.30		\$20,293.30	37.2%	\$34,306.70
41	6" PVC C-900 WATER MAIN	2830	\$24.00	\$67,920.00	465	\$11,160.00	\$12,324.89	\$23,484.89	34.6%	\$44,435.11
42	16" WATER MAIN CONNECTION	2	\$3,000.00	\$6,000.00	2	\$6,000.00		\$6,000.00	100.0%	
43	10" WATER MAIN CONNECTION	6	\$2,000.00	\$12,000.00	4	\$8,000.00		\$8,000.00	66.7%	\$4,000.00
44	6" WATER MAIN CONNECTION	4	\$1,000.00	\$4,000.00	1	\$1,000.00		\$1,000.00	25.0%	\$3,000.00
45	16" TO 10" WATER MAIN CONNECTION	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
46	16" GATE VALVE	2	\$4,500.00	\$9,000.00	2	\$9,000.00		\$9,000.00	100.0%	
47	10" GATE VALVE	5	\$2,000.00	\$10,000.00	3	\$6,000.00		\$6,000.00	60.0%	\$4,000.00
48	6" GATE VALVE	11	\$800.00	\$8,800.00	3	\$2,400.00	\$4,775.35	\$7,175.35	81.5%	\$1,624.65
49	NEW FIRE HYDRANT ASSEMBLY	10	\$5,500.00	\$55,000.00			\$18,067.50	\$18,067.50	32.9%	\$36,932.50
50	1" AIR RELEASE VALVE	1	\$1,500.00	\$1,500.00						\$1,500.00
51	2" METER CONNECTION	4	\$1,600.00	\$6,400.00			\$5,701.87	\$5,701.87	89.1%	\$698.13
52	WATER SERVICE RECONNECTION (SHORT)	55	\$900.00	\$49,500.00			\$17,087.40	\$17,087.40	34.5%	\$32,412.60
53	WATER SERVICE RECONNECTION (LONG)	40	\$900.00	\$36,000.00			\$12,427.20	\$12,427.20	34.5%	\$23,572.80
54	WATER AGGREGATE BASE FOR SURFACE REPAIR	600	\$10.00	\$6,000.00						\$6,000.00
55	TRAFFIC CONTROL	1	\$45,000.00	\$45,000.00	0.5	\$22,500.00		\$22,500.00	50.0%	\$22,500.00
56	2 YEAR MAINTENANCE BOND	1	\$10,000.00	\$10,000.00						\$10,000.00
57	SWPPP	1	\$15,000.00	\$15,000.00	0.25	\$3,750.00		\$3,750.00	25.0%	\$11,250.00
58	AS-BUILTS SURVEY	1	\$5,000.00	\$5,000.00						\$5,000.00
59	4" DWV SCH 40 SEWER SERVICE LINE (REQUIRED FOR SERVICE SEPERATION)	120	\$25.00	\$3,000.00						\$3,000.00
CO1-1	Investigate and Cap Abandon Sewere Service Lines	9	\$200.00	\$1,800.00						\$1,800.00
CO1-2	Add Additiona Casing with End Seals	1	\$1,500.00	\$1,500.00						\$1,500.00
CO1-3	Revised Elevation for Curb Inlet due to Utility	1	\$750.00	\$750.00						\$750.00
<b>Totals</b>				<b>\$2,722,037.50</b>		<b>\$313,135.30</b>	<b>\$93,574.14</b>	<b>\$406,709.44</b>	14.9%	<b>\$2,311,278.06</b>

# Stored Material Summary

# Contractor's Application

For (contract): CITY OF MCALESTER SECOND STREEET IMPROVEMENTS						Application Number: 4			
Application Period: 1/21/2015-2/18/2015						Application Date: 1/21/2015			
A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Y)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
80309		WATER SERVICE CONNECTION FITTINGS	11/2014	\$18,166.27					\$18,166.27
80306		WATER AND SEWER LINE PIPE/ GATE VALVES	11/2014	\$29,141.54			1/2015	\$26,551.18	\$2,590.36
11170142		ARCH PIPE 18"X 29" RCP	12/2014	\$1,504.20			1/2015	\$1,504.20	
62486		30" RCP PIPE	12/2014	\$2,877.60			1/2015	\$2,877.60	
62579		STORM DRAIN FRAME AND GRATE AND HARDWARE	12/2014	\$9,029.00			1/2015	\$2,263.36	\$6,765.64
80533		18" METER CANS	11/2014	\$5,177.50					\$5,177.50
80532		2" VH77-15B-11-77-NL SETTER	11/2014	\$3,952.74					\$3,952.74
80532		6' DR-14C900 PVC PIPE	11/2014	\$3,082.52			2/2015	\$3,082.52	
80532		6' MJ GATE VALVE	11/2014	\$5,575.35			2/2015	\$800.00	\$4,775.35
80532		8"X4" SDR-26 WYE W/SCH40 OUTLET	11/2014	\$2,577.58					\$2,577.58
80530		5/8" X 3/4" ZENNER WATER METER	11/2014	\$5,693.18					\$5,693.18
80530		10"X1" CC 315 TAPPING SADDLE	11/2014	\$6,636.52					\$6,636.52
80933		16" PVC STARGRIP W/ACC	1/2015	\$2,559.54				\$2,559.54	
80933		10: PVC STARGRIP W/ACC	1/2015	\$6,546.50				\$6,546.50	
80933		6" PVC STARGRIP X/ACC	1/2015	\$3,698.37					\$3,698.37
80933		4" 2-WAY CLEAN OUT TEE	1/2015	\$2,422.92					\$2,422.92
80941		LF 6" DR-14 C900 PVC PIPE	1/2015	\$13,050.21					\$13,050.21
81118		5-1/4 B84B 3-WAY 3/6 BURY FIRE HYDT L/ACC	1/2015	\$18,067.50					\$18,067.50
<b>Totals</b>					<b>\$139,759.04</b>			<b>\$46,184.90</b>	<b>\$93,574.14</b>



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

February 02, 2015

Mr. Kevin Priddle  
City of McAlester  
P. O. Box 578  
McAlester, Oklahoma 74502

Re: Permit No. WL000061150024  
City of McAlester  
Facility No. 1020609

Dear Mr. Priddle:

Enclosed is Permit No. WL000061150024 for the construction of 1,310 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the City of McAlester, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 02, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

We are returning two (2) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Very truly yours,

A handwritten signature in black ink, appearing to read "D. Adam Divine".

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

AD/RC/bg

Enclosure

c: Stan Ketchum, Regional Manager, DEQ  
MCALESTER DEQ OFFICE  
H. Wayne E. Barker, P.E., Consulting Engineer





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

Permit No WL000061150024

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

February 02, 2015

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct 1,310 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the City of McAlester, located in NE 1/4 of Section 6, T-5-N, R-15-E, Pittsburg County, Oklahoma, in accordance with the plans approved February 02, 2015.

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

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

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





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

Permit No WL000061150024

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

Permit No WL000061150024

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(8)(A) and OAC 252:626-19-2(8)(B), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling in accordance with Water Pollution Construction Standard OAC 252:656-5-4(c)(3).

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

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



**Susan Hooper**

---

**From:** Cora Middleton  
**Sent:** Tuesday, March 03, 2015 3:54 PM  
**To:** Susan Hooper  
**Subject:** FW: MRHCA

Susan,

Here is the appointment that the Mayor wanted added to the Consent Agenda. Evans address is P.O. Box 948, McAlester, OK 74502 and the date his new term ends is correct.

Cora

---

**From:** Steve or Patty Harrison [mailto:stevepattyharrison@sbcglobal.net]  
**Sent:** Tuesday, March 03, 2015 3:31 PM  
**To:** Peter Stasiak  
**Cc:** Cora Middleton  
**Subject:** MRHCA

Pete,

We need to add an item to the consent agenda to reappoint Evans McBride to the MRHCA for a term to end 2/28/2021.

Thanks,  
Steve



Office 620-663-7714  
 1-888-886-1008  
 Fax 1-800-884-1218  
 Email [info@fireworks-display.com](mailto:info@fireworks-display.com)  
 Website [www.fireworks-display.com](http://www.fireworks-display.com)  
 ATF # 5-KS-113-51-5J-00621

Steve & Peggy Showalter  
 76 Plum Avenue Inman, KS 67546

**FIREWORKS PRODUCTION CONTRACT**

This contract is entered into this 13th day of February, 2015 by and between **Rainbow Fireworks, Inc.**, designated herein as the "SELLER" and CITY OF MCALESTER, designated herein as the "PURCHASER" for One Class "B" Fireworks Production to be held on the 4th day of July, 2015.

- YES  **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES  **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES  **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES  **SELLER** will include a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
- YES  **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES  **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES  **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) CLASS "B" FIREWORKS PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Sixteen thousand dollars and no/100 cents (\$ 16,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of Four thousand dollars and no/100 cents (\$ 4,000.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Twelve thousand dollars and no/100 cents (\$ 12,000.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** twenty-five percent (25%) of the cost of the display, Four thousand dollars and no/100 cents (\$4,000.00).

Witness whereof, we have caused our signatures to be affixed to this document, on this 13th day of February, 2015.

**SELLER:**

**PURCHASER:**

**RAINBOW FIREWORKS, Inc.**

City of McAlester

By: Dale Ragains  
 Authorized Agent

By: \_\_\_\_\_  
 Authorized Agent



Office 620-663-7714  
 1-888-886-1008  
 Fax 1-800-884-1218  
 Email [info@fireworks-display.com](mailto:info@fireworks-display.com)  
 Website [www.fireworks-display.com](http://www.fireworks-display.com)  
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- YES  **SELLER** will include a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
- YES  **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES  **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES  **PURCHASER** also agrees to have a fire truck available on location during the display.

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Witness whereof, we have caused our signatures to be affixed to this document, on this 13th day of February, 2015.

**SELLER:**

**PURCHASER:**

**RAINBOW FIREWORKS, Inc.**

City of McAlester

By: Dale Ragains  
 Authorized Agent

By: \_\_\_\_\_  
 Authorized Agent



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 10, 2015 Item Number: 3  
Department: Expo  
Prepared By: Jerry Lynn Wilson Account Code: \_\_\_\_\_  
Date Prepared: February 12, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, an Agreement for the Fireworks Display for the 2015 show scheduled July 4<sup>th</sup>, 2015.

### Recommendation

Motion to approve and sign agreement with Rainbow Fireworks for the 2015 Firework show in the amount of \$16,000.00.

### Discussion

This company provides a \$5,000,000.00 Certificate of Liability Insurance and Certificate of Oklahoma Workers Compensation Insurance. They will use only licensed operators and will provide a 23-25 minute show and all equipment and product transportation for the show. This is the same company we used last year. We had several unforeseen issues out of our control last year which altered the quality of the show. This company has agreed to provide additional product this year to compensate for some of those issues. We are also moving the shooting site back to the State of Oklahoma Department of Corrections property where the show was shot for many years. This site is clear from all obstructions and is easy to secure away from the highway and spectators.

### Approved By

	Initial	Date
Department Head	JLW	
City Manager	<u>PJS</u>	<u>3-4-15</u>



## City Manager Report to the Council

March 10, 2015

### Business:

- The City has received preliminary sales tax numbers for the period January 16, 2014 through February 15, 2015. The preliminary sales tax number to be received from the Oklahoma Tax Commission is \$1.098M. The budgeted number for this period is \$1.086M or \$12K over budget. Year to date sales tax revenue is \$10.430M compared to a budgeted amount of \$10.401M or \$29K over budget for the year. The City budgeted an increase in sales tax revenue for the fiscal year and fiscal year-to-date the City has collected \$510K over the previous year.
- **UPDATE:** Staff is in the process of developing a Request for Proposals (RFP) for a Comprehensive Plan update. We anticipate the RFP to be completed by the middle of March and put out for review by Planning and Zoning the final two weeks of March 2015. Upon review and comments the RFP will be forwarded on to the City Council for review and comments.
- I have attached to this document a memorandum to the Council from John Modzelewski on the utility rate increase for 2015. This rate was calculated based on the Consumer Price Index (CPI) for 2014. The CPI increase for all of year 2014 is .8 percent.
- City staff has spent a significant amount of time investigating past correspondence with the Oklahoma Department of Environmental Quality (ODEQ). I have attached the latest correspondence with ODEQ in an effort to address the Notice of Noncompliance (NON) for Consent Order 09-241. This consent order by ODEQ addresses the Residual Handling project that was constructed in 2013. City staff along with Severn Trent are working to resolve this issue and we will keep you abreast as we work towards a satisfactory conclusion.

**Community & Economic Development Department:**

- The Spectrum Group of Alexandria VA. arrived in McAlester on February 25, 2015. They toured McAPP in the morning and Choctaw Defense after lunch. Following their tours the review committee made up of 8 persons representing the City of McAlester, McAPP, MDSA, and FMA interviewed Spectrum for the consultant for the defense sector strategic plan. The visit went very well and the committee is currently negotiating services to be performed in conjunction with the Plan. Upon agreeing to all aspects of the proposal, the contract will be forwarded to the City Council for approval.

**Fire Department:**

- The Fire Department ladder truck is being repaired at Mydar in Tulsa. Mydar has informed the City that the truck will be delivered to McAlester this Friday, March 6, 2015.
- International Association of Fire Fighters (IAFF) – The opening meeting for negotiations is scheduled for March 18, 2015.

**Police Department:**

- Fraternal Order of Police (FOP) – the initial meeting to open negotiations occurred on February 24, 2015. Both sides shared topics for discussion mainly stemming around wages and benefits.

**Fees Waived:**

- Mackey, seven (7) day delay in trash pickup - \$1.76

**Payable Checks Released:**

- Ervin & Ervin

**Meetings Attended:**

- N/A

# MEMORANDUM

**DATE:** January 21, 2015

**TO:** Honorable Steve Harrison and Members of the McAlester City Council

**THRU:** Peter J. Stasiak, City Manager

**FROM:** John C. Modzelewski, P.E., CFM, City Engineer/Public Works Director

**RE: AUTOMATIC UTILITY RATE INCREASES DUE TO CPI INCREASE**

\*\*\*\*\*

In accordance with the Consumer Price Index (CPI) clause adopted by the City Council in several Utility Rate Ordinances in the past, on January 1, 2015, the City is to adjust the utility rates based on changes to the CPI during the previous calendar year. The CPI increase for all of year 2014, posted January 16, 2015, is 0.8 percent. A copy of the Consumer Price Index Summary for 2014 is attached for your review.

The CPI increase of 0.8 percent will go into effect on February 1, 2015. After adding the CPI increases, the residential water and sewer utility bills are as follows:

	<u>Usage (Cubic Ft.)</u>	<u>City Users Current Rate</u>	<u>City Users New Rate</u>	<u>Outside City Current Rate</u>	<u>Outside City New Rate</u>
<b><u>Water Rates:</u></b>	1-300	Min. \$ 10.84	<b>Min. \$ 11.00</b>	Min. \$ 16.42	<b>Min. \$ 16.67</b>
	Over 300	\$ 3.93/100 cf	<b>\$ 3.98/100 cf</b>	\$ 5.89/100 cf	<b>\$ 5.98/100 cf</b>
		\$5.25/1000gal	<b>\$5.32/1000gal</b>	\$7.87/1000gal	<b>\$7.99/1000gal</b>
<b><u>Sewer Rates:</u></b>	1-300	Min. \$ 6.67	<b>Min. \$ 6.77</b>	Min. \$ 10.14	<b>Min. \$ 10.29</b>
	Over 300	\$ 2.12/100 cf	<b>\$ 2.15/100 cf</b>	\$ 3.16/100 c.f.	<b>\$ 3.20/100 cf</b>
		\$2.83/1000gal	<b>\$2.87/1000gal</b>	\$4.22/1000gal	<b>\$4.28/1000gal</b>



RECEIVED  
JAN 26 2015

BY:   
MARY FALLIN  
Governor

SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

January 16, 2015

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Steve Harrison, Chairman  
McAlester Public Works Authority  
P.O. Box 578  
McAlester, Oklahoma 74502-0578

Re: Notice of Noncompliance - Response Not Adequate  
McAlester Public Works Authority Water Treatment Plant  
Consent Order 09-241, Addendum A  
Facility No. W-20603  
OPDES Permit No. OKG380039

Dear Mr. Harrison:

On August 7, 2014, the Department of Environmental Quality (DEQ) issued McAlester Public Works Authority (Authority) a Notice of Noncompliance (NON) for Consent Order (Order) 09-241, Addendum A for not completing Tasks D and E of the Order. On September 5, 2014, DEQ received a letter in response to the NON signed by John Modzelewski, Public Works Director, City of McAlester representing the Authority. The response addressed some of the issues raised in the NON regarding completion of the construction projects required by the Order, but did not adequately address all of them.

On December 17, 2014, Myles Mungle, P.E., District Engineer, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, and I inspected the facility. At the time of the inspection, there were construction items that were addressed in the approved engineering report (ER) and required by the Order that had not been completed. These items are as follows:

- Only three (3) sludge dewatering boxes were installed. Section V, Alternative No. 1, Part A of the ER states, "A fourth [sludge dewatering] box will be provided as standby and rotated into service daily." The Authority needs to address why the fourth sludge dewatering box was not installed. The Authority also needs to address specifically how redundancy for the residual dewatering process will be met without the fourth box.
- The inner slopes of the dikes for both ponds were eroded and did not have the appropriate 1:3 slope. There were also tall weeds growing in the ponds and on the dikes. Section V, Alternative No. 1, Part A of the ER states, "The backwash lagoons also have erosion of the dikes that will be rehabilitated back to 1:3 slopes and grass established for erosion control. Three feet of freeboard will be provided in accordance with DEQ regulations. Additionally, stormwater currently drains into the backwash ponds. This will be diverted by constructing earthen dikes and collecting the rain water into drainage inlets and piped around the lagoons." The Authority needs to address why the ponds were not rehabilitated as stated in the ER and also needs to provide a schedule for the rehabilitation of the ponds.

Furthermore, a buildup of excess residuals in the ponds was noted during the inspection. The residuals need to be cleaned from the ponds. The Authority needs to provide a schedule for the clean-out of the ponds. This schedule can be incorporated into the schedule for the rehabilitation of the ponds. Before the Authority removes the residuals, the Authority needs to receive DEQ approval of a Residuals Management Plan.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677



McAlester Public Works Authority Water Treatment Plant  
Notice of Noncompliance - Response Not Adequate  
Consent Order 09-241, Addendum A  
Facility No. W-20603  
January 16, 2015

Within thirty (30) days of receipt of this letter, please submit to DEQ a report more thoroughly detailing the cause of the noncompliance, specific actions taken, and why such actions are sufficient to bring Respondent back into compliance with the Order. If DEQ does not receive the required information within the time stated, additional enforcement action may result.

If you have any questions or need any further information, feel free to contact me at (405) 702-8235, or write to me at the letterhead address.

Sincerely,



Andrew Middleton, E.I., District Representative  
Municipal Wastewater Enforcement Section  
Water Quality Division

AM/PR/md      CDP/JB/CE/JL

cc: ✓ John Modzelewski, Public Works Director, McAlester Public Works Authority  
Jonathan Schulz, ECLS, McAlester DEQ Office  
Stan Ketchum, Regional Manager, ECLS, DEQ



February 26, 2015

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Andrew Middleton, E.I.  
District Representative  
Municipal Wastewater Enforcement Section  
Water Quality Division  
Oklahoma Department of Environmental Quality  
PO Box 1677  
Oklahoma City, OK 73101-1677

RE: Notice of Noncompliance – Response Not Adequate  
McAlester Public Works Authority Water Treatment Plant  
Consent Order 09-241, Addendum A  
Facility No. W-20603  
OPDES Permit No. OKG380039

Dear Mr. Middleton:

This letter is in response to the letter submitted by you, dated January 16, 2015, and received by the City of McAlester (City) on January 26, 2015, in regards to the Notice of Noncompliance (NON) for Consent Order 09-241, Addendum A (Order) for not completing Tasks D and E of the Order.

You stated in your letter that the City's response letter dated September 2, 2014 addressed some of the issues raised in the NON regarding completion of the construction projects required by the Order, but did not adequately address all of them. The following compliance issues were not addressed in this letter:

- Only three (3) sludge dewatering boxes were installed. The approved ER submitted on August 30, 2010, and approved by DEQ on September 10, 2010, proposed four (4) sludge dewatering boxes and rehabilitation of the dikes
- The inner slopes of the dikes around lagoon cells No. 1 and No. 2 were badly eroded and did not have the required 1:3 slope
- The lagoons had less than three (3) feet of freeboard

The City, representing the McAlester Public Works Authority (MPWA) has been working with Severn Trent Services (STS), hired to manage, operate and maintain the Water Treatment Plant (WTP) to resolve this Consent Order as well as other issues related to previous Consent Orders and Notices of Noncompliance and Violations at the WTP. With that said, The City has reviewed many records and files to determine what transpired prior to, and after, the "residual handling improvements" project at the WTP.

The following results of this "investigation" are intended to be the report requested by DEQ that more thoroughly details the cause of the noncompliance, specific actions taken, and why such actions are sufficient to bring the City back into compliance with the Order.

Notice of Noncompliance – Response Not Adequate  
McAlester Public Works Authority Water Treatment Plant  
Consent Oder 09-241, Addendum A  
Facility No. W-20603  
OPDES Permit No. OKG380039  
Page 2 of 2

The City submitted the **Engineering Report on Water Treatment Plant Backwash and Residuals Management Evaluation, Revised August 2010**, to the Department of Environmental Quality (DEQ) and received approval. The “Water Treatment Plant Residuals Handling Improvements” project went out for bid. Bids received on September 11, 2012 for the project came in over the budgeted amount of \$786,600.00. The lowest bid received was \$1,592,000.00. The project was revised to lower the cost and went out for rebid. Under the revised project scope, the number of sludge dewatering boxes was changed from four (4) boxes to three (3) and the residuals removal was removed from the project. The fourth dewatering box and the residuals removal was added to the project scope as “Additive Alternate Bid Items”. The lowest base bid received on November 13, 2012 was \$871,807.00.

**FOURTH SLUDGE DEWATERING BOX:**

- Due to budget constraints only three (3) sludge dewatering boxes were installed. Per an e-mail from David Medley, past Utility Director for the City of McAlester, to Robert Vaughan, consulting engineer for the project, Mr. Medley “talked to Saad Elbakkouri, P.E. with ODEQ and he said leaving the fourth box out was O.K. for now but we would have to address the need or lack of need of redundancy at the end of the construction of the project.” The McAlester Public Works Authority (MPWA) is now looking into two options: purchase another sludge dewatering box or retrofit an existing roll-off to have a fourth dewatering box available to rotate in as needed.

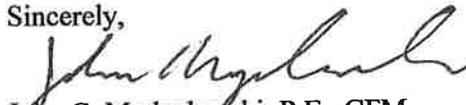
**INNER SLOPES OF THE DIKES:**

- The MPWA will submit a Residuals Management Plan outlining the process and timeframe for removing the excess residuals in the ponds.
- Once residuals have been removed, rehabilitation of the slopes can begin.
- Removing the residuals should result in the desired three (3) feet of freeboard

Thank you for your patience and assistance with this project. The City is committed to working with Severn Trent Services to bring the MPWA’s Water Treatment Plant in compliance with DEQ requirements.

If you have any questions, comments or concerns, please contact me at (918)423-9300, ext 4992.

Sincerely,



John C. Modzelewski, P.E., CFM  
City Engineer/Public Works Director

cc: Peter J. Stasiak, City Manager  
Steve Harrison, Mayor  
Jacob Walton, Severn Trent Project Manager  
Jonathan Schulz, McAlester DEQ Office



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 10, 2015 Item Number: 1  
Department: Finance  
Prepared By: Toni Ervin Account Code: \_\_\_\_\_  
Date Prepared: March 3, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

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

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PJS*

Date

*3-4-15*

ORDINANCE NO. \_\_\_\_\_

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

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2501 setting forth the Budget for Fiscal Year 2014-2015 beginning July 1, 2014 and ending June 30, 2015; and

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2014-2015 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:**

SECTION 1: The proposed amendment to the FY 2014-2015 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-2, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2014-2015 Budget.

SECTION 2: All portions of the existing FY 2014-2015 Budget, Ordinance No. 2501 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION 3: That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

**SECTION 5:** That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this 10th day of March, 2015.**

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

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

**Approved as to form and legality this 10th day of March, 2015.**

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





FY 14-15 Budget Amendments listed by fund

				<u>Revenue</u>	<u>Expense</u>	
77	11/6/14	01	General Fund	Appropriate funds for the COPS Grant	55,982	88,973
99	12/9/14	01	General Fund	Appropriate funds for Worker's Compensation	-	225,000
013	12/23/14	01	General Fund	Appropriate funds for Airport Grant Drainage project and Salt Shed	-	131,525
016	1/27/15	01	General Fund	Appropriate Funds for Mid Year Review:	15,000	692,050
003	9/9/14	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel:	-	12,440
017	1/27/15	02	MPWA	Appropriate Funds for Mid Year Review: Water Treatment Plant contract	-	105,952
024	2/10/15	02	MPWA	Appropriated funds for 2014 CDBG Water Improvement Project.	-	97,473
026	3/10/15	02	MPWA	Appropriate Funds for Storm Water Project and Water Treatment Plant Filter Project.	-	98,000
005	9/9/14	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel:	1,823,620	1,823,620
015	12/23/14	24	Airport Grant	Appropriate funds for Airport Grant Drainage project	405,251	405,251
012	12/9/14	28	SE Expo	Appropriate funds for Worker's Compensation	120,000	120,000
019	1/27/15	29	E911	Appropriate Fund for ISO compliant generator	-	31,331
020	1/27/15	30	Economic Development	Appropriate Funds for PSO Economic Dev. Grant	5,000	5,000
018	1/27/15	32	Grants, Gifts & Contribut	Appropriate Funds for Donations received.	77,822	77,822
023	2/10/15	33	CDBG Grant Fund	Appropriated funds for 2014 CDBG Water Improvement Project.	194,946	194,946
011	12/9/14	35	Fleet Maintenance	Appropriate funds for Worker's Compensation	15,000	15,000
010	12/9/14	36	Worker's Compensation	Appropriate funds for Worker's Compensation	240,000	240,000
001	7/10/14	41	Capital Fund	Appropriate Funds for the South Main Water Main Replacement Project.	-	460,000
002	9/9/14	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel:	-	732,519
006	9/23/14	41	Capital Fund	Appropriate Funds for the Trails Grant and 13 work trucks	-	70,358
008	11/25/14	41	Capital Fund	Appropriate funds for CIP#1	119,020	119,020
014	12/23/14	41	Capital Fund	Appropriate Funds for a Salt Shed.	91,000	91,000
022	1/27/15	41	Capital Fund	Appropriate Funds for 3 New Police Vehicles, Drainage Project, Slide, Fire Vehicle	466,000	466,000
025	2/10/15	41	Capital Fund	Appropriate funds for additional funds for Chipper bids coming in over budget.	-	8,600
027	3/10/15	41	Capital Fund	Appropriate Funds for Storm Water Project and Water Treatment Plant Filter Project.	98,000	98,000
021	1/27/15	42	Federal Forfeiture	Appropriate Funds for New Police Service Weapons	3,000	3,000
004	9/9/14	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel:	-	66,800
TOTAL					3,729,641	6,479,680



# McAlester City Council

## AGENDA REPORT

Meeting Date: 03/10/2015 Item Number: 2  
Department: Fire Department  
Prepared By: Brett Brewer Account Code: \_\_\_\_\_  
Date Prepared: 03/03/2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

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

### Recommendation

Motion to approve the purchase of, high noise environment communication equipment (Headsets) with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

### Discussion

These Headsets will reduce noise levels to protect hearing and to ensure clear communication with all personnel, also "hands free" communication will be provided. This feature will improve safety by permitting the vehicle operator to communicate without diverting attention away from traffic surveillance. We are requesting to purchase 8 Headsets.

### Approved By

	Initial	Date
Department Head	BB	03/03/15
City Manager		3-4-15





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

*Fire & Safety Co., Inc.*

**Quotation**

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

To: McAlester FD  
Attn. Dusty  
  
McAlester, Ok.  
Fax - 918-421-4923

Quotation Date: 2/9/2015  
Estimated Ship Date: 14 Days ARO  
Shipped Via: Best Way  
F.O.B. McAlester FD  
Terms: Net 30

Quantity	Description	Unit Price	Total
4	Sigtronics - SE-2P - Headset with push to talk switch for intercom.	\$ 339.00	\$ 1,356.00
4	Sigtronics - SE-2 - Headset without intercom.	\$310.00	\$ 1,240.00
	Shipping		0.00

*Richard Payne*

Richard Payne—Sales Manager

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



## **Myder Fire Support Services**

**Phone: (580) 464-2551**

**Fax: (580) 464-2188**

**E-mail: [snyd47@yahoo.com](mailto:snyd47@yahoo.com)**

**PO Box 579**

**Cyril, OK. 73029**

**02/04/15**

**To whom it may concern, McAlester Fire Department.**

**We appreciate your request for bid. I regret that we cannot provide the items you requested. Myder Fire Support deals only with Fire-Com products. Therefore we are submitting, (No Bid), for Sigtronic devices or components.**

**Sincerely:**

**Richard Snyder**

**Manager**

**Myder Fire Support Services**

**580-280-0070**

**Appropriation Ledger**  
**Account FD-MCAL-2: MCALESTER FIRE DEPT M&O**  
**Fiscal Year 2014-2015**

<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>
60450.94				60,450.94	0.00	60,450.94
				64,917.49	0.00	64,917.49
\$4466.55				69,212.66	0.00	69,212.66
\$4295.17				71,133.70	0.00	71,133.70
\$1921.04				75,575.70	0.00	75,575.70
\$4442.00				50,575.70	0.00	50,575.70
25000.00				55,047.23	0.00	55,047.23
\$4471.53				55,047.23	600.00	54,447.23
				59,326.48	600.00	58,726.48
\$4279.25				59,326.48	450.00	58,876.48
\$-150.00				58,876.48	0.00	58,876.48
	\$450.00	12/12/2014	000566	63,464.68	0.00	63,464.68
\$4588.20				68,400.21	0.00	68,400.21
\$4935.53						
\$-150.00	\$450.00					

\$-150.00

\$450.00

\$68,400.21

\$0.00

\$68,400.21

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## Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY  
Fiscal Year 2014-2015

<u>Adjustment</u>	<u>Amount</u>		<u>Warrant</u>	<u>Unexpended</u>	<u>Unliquidated</u>	<u>Unencumbered</u>
<u>Amount</u>	<u>Approved</u>	<u>Paid</u>	<u>Number</u>		<u>Encumbrances</u>	
\$4272.55	CARRYOVER FROM 2013-2014			4,272.55	0.00	4,272.55
				4,272.55	1,340.00	2,932.55
\$25000.00	TRANSFER FROM FD-MCAL-2			29,272.55	1,340.00	27,932.55
				29,272.55	15,376.53	13,896.02
	\$1,340.00	12/5/2014	000509	27,932.55	21,383.03	7,889.52
\$1840.00	CARRYOVER FROM 2013-2014			29,772.55	20,043.03	9,729.52
	\$14,036.53	12/23/2014	000646	15,736.02	6,006.50	9,729.52
	\$6,006.50	1/28/2015	000812	9,729.52	0.00	9,729.52
<b>\$0.00</b>	<b>\$21,383.03</b>					

\$0.00      \$21,383.03

\$9,729.52

\$0.00      \$9,729.52

Page 1 of 1



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** March 10, 2015      **Item Number:** 3  
**Department:** Public Works-Engineering  
**Prepared By:** John C. Modzelewski, P.E., CFM      **Account Code:** \_\_\_\_\_  
**Date Prepared:** March 3, 2015      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 2

### Subject

Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC to study the feasibility of a Stormwater Utility Fee, including establishing fees based on impervious areas.

### Recommendation

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. to study the feasibility of a Stormwater Utility Fee, including establishing fees based on impervious areas. The engineering fee is not to exceed \$67,000.

### Discussion

On February 10, 2015, Meshek & Associates, PLC made a presentation to the City of McAlester City Council explaining various options to consider when implementing a stormwater utility fee. The feedback from the meeting was that there was interest in moving forward with an analysis of several scenarios.

These scenarios consist of a flat fee basis and an impervious area basis (with sub-scenarios for several fee levels). As shown in the attached memorandum "Stormwater Utility Fee Implementation Scenarios", these scenarios include the total collections, the total cost to implement, and the time required to begin collecting.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	03/03/15
City Manager		3-5-15

Date: March 3, 2015

To: City of McAlester

RE: Stormwater Utility Fee Implementation Scenarios

The City of McAlester has expressed an interest in implementing a stormwater utility fee and has requested an analysis of several scenarios.

These scenarios consist of a flat fee basis and an impervious area basis (with sub-scenarios for several fee levels). These scenarios include the total collections, the total cost to implement, and the time required to begin collecting.

A flat fee basis would have only one or two fee levels, with the fee being assigned based on the type of account only.

<b>Scenario 1: Flat Fees</b>	
Residential Collections:	\$388,770
Non-Residential Collections:	\$55,080
<b>Annual Total:</b>	<b>\$443,850</b>
<i>\$5 Single Residential, \$2.50 Multi Residential, and \$15 Non-Residential</i>	
<i>Time to Implement:</i>	<i>2 months</i>
<i>Cost to Implement:</i>	<i>\$4,600</i>

A flat fee can be implemented relatively quickly and at very low cost, but collections are also lower than other alternatives. This is because under a flat fee basis the rate must be set at a level that is affordable for all enterprises, even the very small.

By contrast, under an impervious area fee basis the unit rate can be low enough to be affordable for small enterprises while also scaling so that the larger enterprises (which are more able to afford added expenses, and also contribute more stormwater runoff) pay more than smaller enterprises.

An impervious area fee basis would have a unit rate (assigned per ESU, or equivalent service unit, of 2,650 square feet of impervious area). All residential customers' fees would be set at an assumed 1 ESU (in effect, a flat fee for them); non-residential customers' total fees would be determined based on the amount of impervious area (number of ESUs) at their location.

Comparisons of the collections, costs, and timelines at several levels follow:

<b>Scenario 2A: Impervious Area Fee (\$3)</b>	
Residential Collections:	\$248,904
Non-Residential Collections:	\$462,024
<b>Annual Total:</b>	<b>\$710,928</b>
<i>\$3 Residential - Flat, \$3 Non-Residential per ESU (2,650 sq. ft. impervious area)</i>	
<i>Time to Implement:</i>	<i>6 months</i>
<i>Cost to Implement:</i>	<i>\$66,734</i>

<b>Scenario 2B: Impervious Area Fee (\$4)</b>	
Residential Collections:	\$331,872
Non-Residential Collections:	\$616,032
<b>Annual Total:</b>	<b>\$947,904</b>
<i>\$4 Residential - Flat, \$4 Non-Residential per ESU (2,650 sq. ft. impervious area)</i>	
<i>Time to Implement:</i>	<i>6 months</i>
<i>Cost to Implement:</i>	<i>\$66,734</i>

<b>Scenario 2C: Impervious Area Fee (\$5)</b>	
Residential Collections:	\$414,840
Non-Residential Collections:	\$770,040
<b>Annual Total:</b>	<b>\$1,184,880</b>
<i>\$5 Residential - Flat, \$5 Non-Residential per ESU (2,650 sq. ft. impervious area)</i>	
<i>Time to Implement:</i>	<i>6 months</i>
<i>Cost to Implement:</i>	<i>\$66,734</i>

<b>Scenario 2D: Impervious Area Fee (\$6)</b>	
Residential Collections:	\$497,808
Non-Residential Collections:	\$924,048
<b>Annual Total:</b>	<b>\$1,421,856</b>
<i>\$6 Residential - Flat, \$6 Non-Residential per ESU (2,650 sq. ft. impervious area)</i>	
<i>Time to Implement:</i>	<i>6 months</i>
<i>Cost to Implement:</i>	<i>\$66,734</i>

The time to implement is longer (by 4 months) than a flat fee basis, but in any variation the collections are significantly higher than a flat fee basis. The billings also more accurately reflect, as a measure of utility consumption, the contribution to stormwater runoff of any account. The cost and time to implement any impervious area based fee is the same regardless of the actual fee rate assigned.

## PROFESSIONAL SERVICES AGREEMENT

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

### W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with The Stormwater Utility Fee (herein the "**Project**") prepared, and

WHEREAS, the services of a competent professional engineering consultant will be required for surveys, engineering design, preparation of construction plans and other related services for the Project, and

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

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

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work dated March 3, 2015 in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

WHEREAS, the CITY has agreed to the "Responsibilities of the City" for the aforesaid work in the form attached hereto and made a part hereof as **Exhibit B** (herein the "**Responsibilities of the City**"), and

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

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

#### **1.00 SCOPE OF AGREEMENT**

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

#### **2.00 ADDITIONAL SERVICES**

In the event the CITY, in writing, requests that the CONSULTANT perform additional services not covered by the Proposal, the CONSULTANT shall perform such additional services

after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the CITY.

### **3.00 NOTICE TO PROCEED**

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

### **4.00 CONSULTANT'S PERSONNEL**

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

### **5.00 CONFLICT OF INTEREST**

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

### **6.00 DISPUTES**

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

### **7.00 ESTIMATES**

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

**8.00 CONSULTANT'S ASSISTANCE WITH BIDDING**

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

**9.00 COMPLIANCE WITH LAWS**

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

**10.00 TERMINATION**

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

**11.00 OWNERSHIP OF DOCUMENTS**

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

**12.00 CONFERENCES AND VISITS TO SITE**

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

**13.00 CONSULTANT'S ENDORSEMENT**

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

**14.00 CONTROL**

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location,

type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT's work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

#### **15.00 REVISIONS OF PLANS**

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

#### **16.00 DELAYS AND EXTENSIONS**

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

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

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

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

## **17.00 REIMBURSEMENT FOR EXPENSES**

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

## **18.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from negligence of the CONSULTANT, its agents, servants, and employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the acts, errors, or omissions of the CONSULTANT, its agents, servants and employees in the performance of this Agreement, and the CONSULTANT will carry sufficient general liability insurance to provide the above indemnification.

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

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

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

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

## **19.00 EQUAL EMPLOYMENT OPPORTUNITY**

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative

action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

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

**20.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

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

**[Signatures to Follow on Next Page]**

WITNESS THE DUE EXECUTION HEREOF.

**THE CITY OF McALESTER**

**Meshek & Associates, PLC**

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

By: 

Its: Principal Engineer  
CONSULTANT'S Mailing Address:

1437 South Boulder Avenue, Suite 1550

Tulsa, OK 74119

CONSULTANT'S Telephone Number:

(918) 392-5620

CONSULTANT'S Facsimile Number:

(918) 392-5621

ATTEST:

By: \_\_\_\_\_

City Clerk

## **EXHIBIT A**

### **Scope of Services**

The services to be performed by the ENGINEER, Meshek & Associates, PLC, under this AGREEMENT will consist of assistance to the City of McAlester with the implementation of a stormwater utility fee.

More specifically, the project will include the determination of the stormwater utility fee for residential and non-residential utility billing accounts, and the assignment of stormwater utility fees to each account based on the impervious area of the account's physical service location.

It is understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed and shall be completed within 180 days of the Notice to Proceed.

A.1. Services of the ENGINEER shall include:

- Obtain account information from the City (to include the account number, account name, and service address), for all utility billing accounts
- Determine the physical location represented by the service address of each non-residential account using account address records, parcel data, aerial photography, and publicly available information.
- Determine the impervious area for each non-residential account's physical location using the most current aerial photography
- Determine the stormwater utility billing for each account based on its corresponding impervious area and the unit rate set by the City; non-residential accounts will vary based on total impervious area, residential accounts will be assumed an impervious area of 1 unit (ESU) and so have a single rate for each.
- Produce maps detailing the billing determination for each account, for use as supporting documentation in billing
- Produce a table containing the relevant billing information for each account so that the City can use the table to update its billing system
- Advising the City on implementation and answering the questions of City staff (but not individual citizens) regarding impervious area and fee determinations
- Attendance of an informational session for the public at the City's request

A.2. Services of the ENGINEER shall not include:

- Programming, purchasing, deploying, or reverse-engineering billing software
- Detailed field surveys
- Construction, design, or acquisition

## EXHIBIT B

### Responsibilities of the City

The CITY agrees:

- B.1** Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
- B.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
  - B.1.2 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- B.2** Access. To provide access to public and private property when required in performance of ENGINEER's services.
- B.3** Staff Assistance. Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- B.4** Review. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within one week from submittal by ENGINEER so as not to delay the services of ENGINEER.
- B.5** Implementation. While the ENGINEER will provide necessary information as described in Exhibit A, the implementation of the fee – including the update of billing software, the mailing of bills and information packets, and the collection of fees – will be the responsibility of the CITY and/or its other relevant vendors.

## EXHIBIT C

### Compensation

The CITY agrees to pay, as compensation for services set forth in Exhibit A, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual work completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

C.1 Total Compensation.

C.1.1 For the work under this project, Exhibit A, the total maximum billing including direct costs and subconsultant services is Sixty Six Thousand Seven Hundred and Thirty Four Dollars and No Cents (\$66,734.00), which total amount shall be paid lump sum not to be exceeded without further written authorization by the CITY.

C.1.2 The tasks and costs associated with determining the stormwater fee for the City's approximately 900 non-residential utility accounts are as follows:

-Non-Residential Account Location:	\$20,880
-Impervious Area Delineation:	\$30,180
-Document and Data Production, Billing Update Assistance, Meetings, and Presentations:	\$14,720
-Expenses (Mileage, Printing):	\$954

C.2 Subconsultants and Other Professional Associates. Services of subcontractors and other professionals shall be compensated for at actual cost if required.

C.3 Other Direct Costs.

C.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.575 per mile or current IRS rate.

C.3.2 Any other direct costs shall be compensated for at actual cost.

C.4 Additional Services. Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for at the current hourly rate to be provided by the ENGINEER at the time work is requested.

C.5 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.

C.6 Conditions of Payment.

C.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER's submittal of his progress payment invoices.

C.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.

C.6.3 If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** March 10, 2015  
Community & Economic  
**Department:** Development  
**Prepared By:** George Estrada/ Leroy Alsup  
**Date Prepared:** March 3, 2015

**Item Number:** 4  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 5

### Subject

- Conduct a Public Hearing on structures deemed by City Staff to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood.
- Consider, and act upon, a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

### Recommendation

Upon the conclusion of the Public Hearing, Motion to approve a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

### Discussion

- FY2014-2015 Budget (01-5652319 Demolition): \$25,000

#### Resolution No. 14-20 Adopted on 8-12-2014

	Property Owner	Property Address	Status as of 2-10-15
1	Church of Living God Temple # 19	1106 E. Chickasaw Ave.	Pending Bid Letting
2	Kennon, Jeremy D. & Holly J.	513 E. Seminole Ave.	Pending Bid Letting
3	Ray, Carl, & Matthew & Jason Caldwell	16 W. Seminole Ave.	Pending Bid Letting
4	Jeffrey, Laura Janese	409 N. B St.	Pending Bid Letting
5	Nelms, Steven C. & Phyllis L.	625 S. Oak St.	Pending Bid Letting
6	Bailey, Christopher Ray	105 W. Springer Ave.	Pending Bid Letting
7	Faver, Darrell & Virginia	29 E. Jefferson Ave.	Pending Bid Letting (Structure 80% Burned)
8	Ortiz, Santiago Espinoza	417 W. Kiowa Ave.	Demolished/ Lot Not Cleared <sup>1</sup>
9	Timmons, Roger M. & Elizabeth	33 E. Jefferson Ave.	Demolished/ Lot Cleared
10	Todd, Billie Jo	301 W. Osage Ave.	Demolished/ Lot Cleared

<sup>1</sup> If the lot at 417 W. Kiowa Ave. is not cleared by bid letting, it will be included in the bid packet.

### Attachments:

1. Resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

2. Exhibit "A" to Resolution- List of structures proposed for condemnation.
3. Dilapidated/Dangerous Structure Condemnation Notice & pictures on each of the properties.
4. Code Of Ordinances, Chapter 18 Buildings and Building Regulations, Article IX. Dangerous Buildings.
5. O.S. 11 §, 22-112 & 22-112.1 Dilapidated Buildings

**Approved By**

		<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	L. Alsup	LA	03/10/2015
<b>City Manager</b>	P. Stasiak		03/10/2015

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

**A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.**

\*\*\*\*\*

**WHEREAS**, the City of McAlester desires to remove buildings in the community that are dangerous by reason of being dilapidated and have become detrimental to the health, safety, or welfare of the general public and the community, or the property creates a fire hazard which is dangerous to other property; and

**WHEREAS**, the procedure for notification, as outlined in Section 18-376 of the McAlester Code of Ordinances has been complied with.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of McAlester, Oklahoma that:

**SECTION 1:** Those structures listed in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein are hereby determined to be dangerous buildings that constitute a detriment or hazard and that the general welfare of the community will be served by their demolition, clearance of the site, and leveling of the lot.

**SECTION 2:** The property owner is given thirty (30) days from this date to dismantle the structure(s), clear the site, and level the lot. The property owner is hereby granted fifteen (15) days from this date to remove all personal property from the identified structure(s).

**SECTION 3:** The City Manager and/or agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within the dates herein.

**PASSED AND APPROVED** by the Council of the City of McAlester, Oklahoma on this 10<sup>th</sup> day of March 2015.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

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

ATTEST:

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

**Resolution No.**

**Exhibit "A" – Dangerous or Dilapidated Structures**

	<b>Property Owner with Mailing Address</b>	<b>Property Address</b>	<b>Legal Description</b>	<b>Mortgage Holder</b>	<b>Reason for Condemnation</b>	<b>Date of Notification</b>
1	Orsack, Danny Joe & Betty Jean Lowry 526 W Adams McAlester, OK 74501	526 W. Adams	W 55' Lot 3 & E 15' Lot 4 Blk 306 S. McAlester	No Mortgage holder	Dilapidated/Dangerous Structure	February 26, 2015
2	Lowry, Betty Jean 532 W Adams McAlester, OK 74501	528 W. Adams	E 60' of W 75' Lot 4 Blk 306 S. McAlester	No Mortgage holder	Dilapidated/Dangerous Structure	February 27, 2015
3	Lowry, Betty Jean 532 W Adams McAlester, OK 74501	532 W. Adams (outbuilding only, not the primary structure)	W 15' Lot 4 & E 50' or E/2 Lot 5 Blk 306 S. McAlester	No Mortgage holder	Dilapidated/Dangerous Structure (outbuilding only, not the primary structure)	February 27, 2015

# Dilapidated/Dangerous Structure Condemnation Notice

## City of McAlester

Date: February 26, 2015

To Property Owner: Danny Joe Orsack & Betty Jean Lowry  
526 W Adams Avenue  
McAlester, OK 74501

To Mortgage Holder: No Mortgage Holder  
\_\_\_\_\_  
\_\_\_\_\_

An inspection of the property at 526 W Adams Avenue, McAlester, OK found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester.

Legal Description: W 55' Lot 3 & E 15' Lot 4 Block 306 South McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On Tuesday, March 10, 2015 at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than Monday, March 9, 2015.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,

George Estrada, Building Inspector, City of McAlester

Enclosure: Owner Release Form



**City of McAlester**  
Community & Economic Development

1<sup>st</sup> & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

DATE: February 26, 2015

TO: Centerpoint Energy  
AEP / PSO  
City of McAlester Utility Office

FROM: George Estrada – Building Inspector

RE: Dilapidated/Dangerous Structure Condemnation Notice

\*\*\*\*\*

Please be advised that a Dilapidated/Dangerous Structure Condemnation Notice was provided February 26, 2015 on the following property.

<u>Property Owner</u>	<u>Property Address</u>	<u>Legal Description</u>	<u>Reason for Condemnation</u>
Danny Orsack & Betty Jean Lowry 526 W Adams Ave McAlester, OK 74501	526 W Adams Ave	W 55' Lot 3 & E 15' Lot 4 Block 306 S. McAlester	Dilapidated/Dangerous Structure

A public hearing will be held on Tuesday, March 10, 2015 by McAlester City Council. Additionally, please be advised at the time of a determination by the City Council that the structure constitutes a detriment or a hazard, the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled.

Should you have any questions, please call (918) 423-9300 extension 4985. Thank you for your attention to this matter.

Leroy Alsop- Director  
(918) 423-9300 ext.4951

Code Enforcement Inspector  
(918) 423-9300 ext. 4986

Kirk Ridenour- Economic Development Manager  
(918) 423-9300 ext.4982

George Estrada- Building Inspector  
(918) 423-9300 ext. 4985

Jayne Clifton -Executive Asst./Planning Tech  
(918) 423-9300 ext. 4984

Charley Gilbertson- Plumbing/Electrical Inspector  
(918) 423-9300 ext. 4987



01/28/2015





02/04/2015



02/04/2015

# Dilapidated/Dangerous Structure Condemnation Notice

## City of McAlester

Date: February 27, 2015

To Property Owner: Betty Jean Lowry  
532 W Adams Avenue  
McAlester, OK 74501

To Mortgage Holder: No Mortgage Holder  
\_\_\_\_\_  
\_\_\_\_\_

An inspection of the property at 528 W Adams Avenue, McAlester, OK found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester.

Legal Description: E 60' of W 75' Lot 4 Block 306 South McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On Tuesday, March 10, 2015 at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than Monday, March 9, 2015.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,

George Estrada, Building Inspector, City of McAlester

Enclosure: Owner Release Form



**City of McAlester**  
Community & Economic Development

1<sup>st</sup> & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

DATE: February 27, 2015

TO: Centerpoint Energy  
AEP / PSO  
City of McAlester Utility Office

FROM: George Estrada – Building Inspector

RE: Dilapidated/Dangerous Structure Condemnation Notice

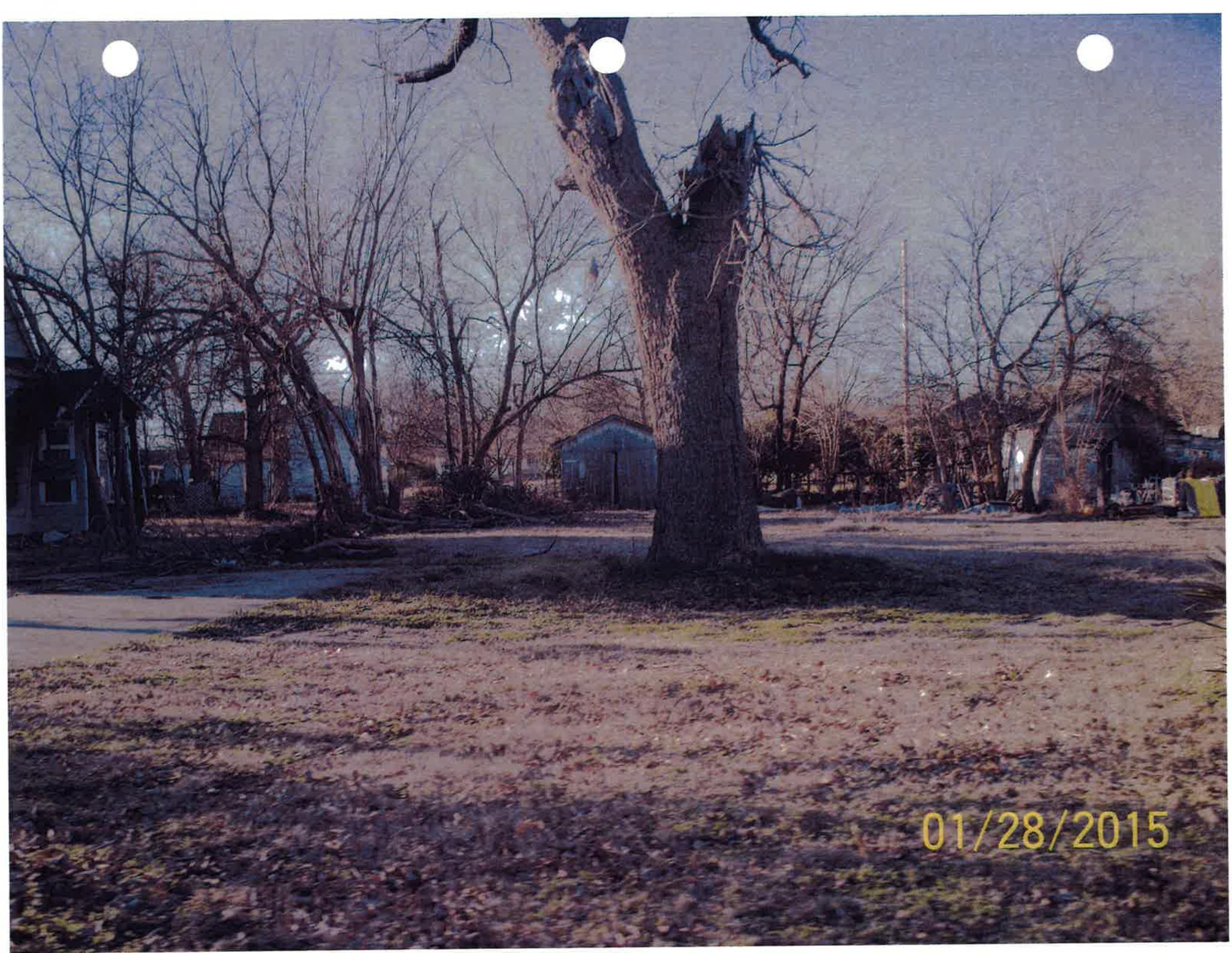
\*\*\*\*\*

Please be advised that a Dilapidated/Dangerous Structure Condemnation Notices were provided February 27, 2015 on the following properties.

<u>Property Owner</u>	<u>Property Address</u>	<u>Legal Description</u>	<u>Reason for Condemnation</u>
Betty Jean Lowry 532 W Adams Ave McAlester, OK 74501	528 W Adams Ave	E 60' of W 75' Lot 4 Block 306 S. McAlester	Dilapidated/Dangerous Structure
Betty Jean Lowry 532 W Adams Ave McAlester, OK 74501	532 W Adams Ave (outbuilding only, not primary structure)	W 15' Lot 4 & E 50' or E/2 Lot 5 Block 306 S. McAlester	Dilapidated/Dangerous Structure

A public hearing will be held on Tuesday, March 10, 2015 by McAlester City Council. Additionally, please be advised at the time of a determination by the City Council that the structures constitute a detriment or a hazard, the governing body may cause the dilapidated buildings to be torn down, the site cleared and the lot leveled.

Should you have any questions, please call (918) 423-9300 extension 4985. Thank you for your attention to this matter.



01/28/2015



02/27/2014



# Dilapidated/Dangerous Structure Condemnation Notice

## City of McAlester

Date: February 27, 2015

To Property Owner: Betty Jean Lowry  
532 W Adams Avenue  
McAlester, OK 74501

To Mortgage Holder: No Mortgage Holder  
\_\_\_\_\_  
\_\_\_\_\_

An inspection of the property and the outbuilding (not the primary structure) at 532 W Adams Avenue, McAlester, OK was found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester.

Legal Description: W 15' Lot 4 & E 50' or E/2 Lot 5 Block 306 South McAlester

This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

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DATE: February 27, 2015  
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Betty Jean Lowry 532 W Adams Ave McAlester, OK 74501	532 W Adams Ave (outbuilding only, not primary structure)	W 15' Lot 4 & E 50' or E/2 Lot 5 Block 306 S. McAlester	Dilapidated/Dangerous Structure

A public hearing will be held on Tuesday, March 10, 2015 by McAlester City Council. Additionally, please be advised at the time of a determination by the City Council that the structures constitute a detriment or a hazard, the governing body may cause the dilapidated buildings to be torn down, the site cleared and the lot leveled.

Should you have any questions, please call (918) 423-9300 extension 4985. Thank you for your attention to this matter.



01/28/2015





02/26/2014



**McALESTER CODE OF ORDINANCES**  
**CHAPTER 18 BUILDINGS AND BUILDING REGULATIONS**  
**ARTICLE IX. DANGEROUS BUILDINGS\***  
(Supplement No. 12)

\* *Cross reference-Nuisances, § 46-26 et seq.*  
*State law reference-Condemnation or repair of dangerous or dilapidated buildings, 11 O.S. §§ 22-112, 22-112.1.*

**Sec. 18-376. Duties of codes administrator.**

The general duties to investigate and determine the present location and owner of those certain structures which are considered to be dilapidated or dangerous to the safety of inhabitants of the city is placed upon the codes administrator of the city. Any determination that a building is classed as dilapidated or dangerous will be by anyone or several reasons, regarding dilapidation, deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Utility companies shall be notified by the codes department of the impending condemnation and location of the structure.

Basis for enforcement is found in 11 O.S. § 22.112. (Code 1974, §§ 7-178, 17-27)

**Sec. 18-377. Designation of administrative officer; appeals.**

The city council designates the codes administrator as the administrative officer responsible for carrying out the duties of the city council regarding dilapidated or dangerous structure determinations and removals. The property owner or mortgage holder shall have a right of appeal to the city council from any order of the administrative officer. Such appeal shall be taken by filing written notice of appeal with the city clerk within ten days after the administrative order is rendered. (Code 1974, § 17-29)

**Sec. 18-378. Condemnation proceedings.**

If a house or structure has been posted by the building inspector and subsequently condemned by the city council as being dangerous, unsafe, unsanitary or unfit for occupancy (as provided for in this article) and if the structure could be safely remodeled, the owner of the property must obtain a special remodeling permit. The permit shall specify that the structure has been previously condemned, but demolition proceedings have been stayed for 90 days. Prior to the special remodeling permit being issued, the permit applicant must post a \$2,500.00 cash deposit with the city. The structure must then be repaired to meet all current building, electrical, plumbing, and mechanical codes that could apply to new construction, and work must be completed within the 90 day special permit period. Existing plumbing or wiring systems may be left in place with modifications at the inspector's discretion. At the completion of the 90 day special permit period, the structure shall be re-inspected by the city codes inspectors. No renewal or extension of the 90 day special remodel permit will be granted. If the code inspectors determine that the structure meets all applicable building, electrical, plumbing, and mechanical codes, the \$2,500.00 cash deposit shall be returned, without interest, to the permit applicant and the condemnation has been withdrawn. If the structure fails to meet all applicable codes, as determined by the city codes inspectors, the condemnation process will continue without further action by the city council and the \$2,500.00 cash deposit will be retained by the city and applied toward demolition costs, if any, incurred by the city. The \$2,500.00 cash deposit will be returned to the permit applicant if the owner has completed removal of the structure prior to the beginning of city demolition proceedings. (Code 1974, § 7-48; Ord. No. 2262, § 1, 8-14-07)

**Oklahoma Statutes Citationized**  
**Title 11. Cities and Towns**  
**Chapter 1 - Oklahoma Municipal Code**  
**Article XXII - General Powers of Municipalities**  
**O.S. 11 §, 22-112 & 22-112.1 Dilapidated Buildings**

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**Section 22-112 - Condemnation of Dilapidated Buildings - Notice - Removal - Lien**

Cite as: O.S. §, \_\_\_ \_\_\_

A. A municipal governing body may cause dilapidated buildings within the municipal limits to be torn down and removed in accordance with the following procedures:

1. At least ten (10) days' notice that a building is to be torn down or removed shall be given to the owner of the property before the governing body holds a hearing. A copy of the notice shall be posted on the property to be affected. In addition, a copy of the notice shall be sent by mail to the property owner at the address shown by the current year's tax rolls in the office of the county treasurer. Written notice shall also be mailed to any mortgage holder as shown by the records in the office of the county clerk to the last-known address of the mortgagee. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property, or by publication as defined in Section 1-102 of this title. The notice may be published once not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section;
2. A hearing shall be held by the governing body to determine if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property;
3. Pursuant to a finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, the governing body may cause the dilapidated building to be torn down and removed. The governing body shall fix reasonable dates for the commencement and completion of the work. The municipal clerk shall immediately file a notice of dilapidation and lien with the county clerk describing the property, the findings of the municipality at the hearing, and stating that the municipality claims a lien on the property for the destruction and removal costs and that such costs are the personal obligation of the property owner from and after the date of filing of the notice. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. Any action to challenge the order of the municipal governing body shall be filed within thirty (30) business days from the date of the order;
4. The governing body shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The municipal clerk shall forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. In addition, a copy of the statement shall be mailed to any

mortgage holder at the address provided for in paragraph 1 of this subsection. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. If a municipality dismantles or removes any dilapidated buildings, the cost to the property owner shall not exceed the actual cost of the labor, maintenance, and equipment required for the dismantling and removal of the dilapidated buildings. If dismantling and removal of the dilapidated buildings is done on a private contract basis, the contract shall be awarded to the lowest and best bidder; and

5. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual cost of the dismantling and removal of the buildings is not made within six (6) months from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the cost to the county treasurer of the county in which the property is located. Once certified to the county treasurer, payment may only be made to the county treasurer except as otherwise provided for in this section. The costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until finally paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date of the notice of dilapidation and lien is filed with the county clerk. In addition the cost and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. The lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the cost is fully paid. At the time of collection, the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property. The fee shall be deposited to the credit of the general fund of the county. If the county treasurer and the municipality agree that the county treasurer is unable to collect the assessment, the municipality may pursue a civil remedy for collection of the amount owing and interest thereon including an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest, if severed from the surface interest and not owned by the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien.

B. The municipality may designate, by ordinance, an administrative officer or administrative body to carry out the duties of the governing body specified in this section. The property owner shall have the right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered.

C. For the purposes of this section:

1. "Dilapidated building" means:

a. a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public,

b. a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public,

c. a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by Section 22-112.1 of this title, more than three times within any twelve-month period,

d. a structure which has been boarded and secured, as defined by Section 22-112.1 of this title, for more than eighteen (18) consecutive months, or

e. a structure declared by the municipal governing body to constitute a public nuisance; and

2. "Owner" means the owner of record as shown by the most current tax rolls of the county treasurer.

D. Nothing in the provisions of this section shall prevent the municipality from abating a dilapidated building as a nuisance or otherwise exercising its police power to protect the health, safety, or welfare of the general public.

E. The officers, employees or agents of the municipality shall not be liable for any damages or loss of property due to the removal of dilapidated buildings performed pursuant to the provisions of this section or as otherwise prescribed by law.

F. The provisions of this section shall not apply to any property zoned and used for agricultural purposes.

### *Historical Data*

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Amended by Laws 1984, HB 1669, c. 126, § 42, eff. November 1, 1984; Amended by Laws 1988, HB 1770, c. 152, § 1, eff. November 1, 1988; Amended by Laws 1989, HB 1107, c. 5, § 2, emerg. eff. March 22, 1989; Amended by Laws 1990, HB 1801, c. 253, § 2, emerg. eff. May 22, 1990; Amended by Laws 1997, HB 1566, c. 83, § 1, eff. November 1, 1997 (superseded document available); Amended by Laws 1999, HB 1492, c. 343, § 2, eff. November 1, 1999 (superseded document available); Amended by Laws 2000, SB 858, c. 82, § 2, eff. November 1, 2000 (superseded document available); Amended by Laws 2004, HB 2639, c. 314, § 1, eff. November 1, 2004 (superseded document available); Amended by Laws 2011, HB 1669, c. 52, §1, eff. November 1, 2011 (superseded document available).

### *Citationizer<sup>®</sup> Summary of Documents Citing This Document*

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Cite Name	Level
<b>Oklahoma Court of Civil Appeals Cases</b>	
Cite	Name Level
<u>2010 OK CIV APP 87,</u> <u>239 P.3d 986,</u>	<u>MANUFACTURERS GUILD, INC. v. CITY OF</u> <u>ENID</u> Cited

### *Citationizer: Table of Authority*

### **Section 22-112.1 - Tearing and Removal of Dilapidated Buildings - Cleaning, Boarding and Securing of Unsecured Building**

Cite as: O.S. §, \_\_\_ \_\_

A. After a building has been declared dilapidated, as provided in Section 22-112 of this title, and before the commencement of the tearing and removal of a dilapidated building, the governing body of any municipality may authorize that such a building be boarded and secured. However, if the dilapidated

building is vacant and unfit for human occupancy, the governing body of any municipality may authorize the structure to be demolished pursuant to Section 22-112 of this title.

B. A governing body of any municipality may cause the premises on which an unsecured building is located to be cleaned of trash and weeds in accordance with the provisions of Section 22-111 of this title.

C. A governing body of any municipality may cause an unsecured building to be boarded and secured in accordance with the following procedures:

1. Before the governing body orders such action, at least ten (10) days' notice that such unsecured building is to be boarded and secured shall be given by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. A copy of the notice shall also be posted on the property to be affected. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property or by publication as defined in Section 1-102 of this title. Such notice shall be published one time, not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section. If a municipal governing body anticipates summary abatement of a nuisance in accordance with the provisions of paragraph 9 of this subsection, the notice shall state: that any subsequent need for boarding and securing the building within a six-month period after the initial boarding and securing of the building pursuant to such notice may be summarily boarded and secured by the municipal governing body; that the costs of such boarding and securing shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner or mortgage holder;

2. The owner of the property may give written consent to the municipality authorizing the boarding and securing of such unsecured building and to the payment of any costs incurred thereby. By giving written consent, the owner waives any right the owner has to a hearing by the municipal governing body;

3. If the property owner does not give written consent to such actions, a hearing may be held by the municipal governing body to determine whether the boarding and securing of such unsecured building would promote and benefit the public health, safety or welfare. Such hearing may be held in conjunction with a hearing on the accumulation of trash or the growth of weeds or grass on the premises of such unsecured building held pursuant to the provisions of paragraph 3 of subsection A of Section 22-111 of this title. In making such determination, the governing body shall apply the following standard: the governing body may order the boarding and securing of the unsecured building when the boarding and securing thereof would make such building less available for transient occupation, decrease a fire hazard created by such building, or decrease the hazard that such building would constitute an attractive nuisance to children.

Upon making the required determination, the municipal governing body may order the boarding and securing of the unsecured building;

4. After the governing body orders the boarding and securing of such unsecured building, the municipal clerk shall immediately file a notice of unsecured building and lien with the county clerk describing the property, stating the findings of the municipality at the hearing at which such building was determined to be unsecured, and stating that the municipality claims a lien on the property for the costs of boarding and securing such building and that such costs are the personal obligation of the property owner from and after the date of filing the notice;

5. Pursuant to the order of the governing body, the agents of the municipality are granted the right of entry on the property for the performance of the boarding and securing of such building and for the performance of all necessary duties as a governmental function of the municipality;

6. After an unsecured building has been boarded and secured, the governing body shall determine the actual costs of such actions and any other expenses that may be necessary in conjunction therewith including the cost of the notice and mailing. The municipal clerk shall forward a statement of the actual costs attributable to the boarding and securing of the unsecured building and a demand for payment of such costs, by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer.

If a municipality boards and secures any unsecured building, the cost to the property owner shall not exceed the actual cost of the labor, materials and equipment required for the performance of such actions. If such actions are done on a private contract basis, the contract shall be awarded to the lowest and best bidder;

7. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual costs of the boarding and securing of the unsecured building is not made within thirty (30) days from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the costs to the county treasurer of the county in which the property is located. Once certified to the county treasurer, payment may only be made to the county treasurer except as otherwise provided for in this section. At the time of collection the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property and such fee shall be deposited to the general fund of the county. The costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until fully paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date the notice of unsecured building and lien is filed with the county clerk. In addition the costs and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. The lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the costs and interest are fully paid. If the county treasurer and the municipality agree that the county treasurer is unable to collect the assessment, the municipality may pursue a civil remedy for collection of the amount owing and interest thereon by an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest if severed from the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien;

8. The municipality may designate by ordinance an administrative officer or administrative body to carry out the duties of the governing body specified in subsection C of this section. The property owner or mortgage holder shall have a right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered;

9. If a municipal governing body causes a structure within the municipal limits to be boarded and secured, any subsequent need for boarding and securing within a six-month period constitutes a public nuisance and may be summarily boarded and secured without further prior notice to the property owner or mortgage holder. At the time of each such summary boarding and securing, the municipality shall notify the property owner and mortgage holder of the boarding and securing and the costs thereof. The notice

shall state that the property owner may request an appeal with the municipal clerk within ten (10) days after the mailing of the notice. The notice and hearing shall be as provided for in paragraph 1 of this subsection. Unless otherwise determined at the hearing the cost of such boarding and securing shall be determined and collected as provided for in paragraphs 6 and 7 of this subsection;

10. A governing body of any municipality may determine that a building is unsecured and order that such building be boarded and secured in the manner provided for in this subsection even though such building has not been declared, by the governing body, to be dilapidated; and

11. For the purposes of this subsection:

a. "boarding and securing" or "boarded and secured" means the closing, boarding or locking of any or all exterior openings so as to prevent entry into the structure,

b. "unsecured building" shall mean any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken basement or cellar hatchways, unlocked basement or cellar hatchways or other similar unsecured openings which would facilitate an unauthorized entry into the structure, and

c. "unfit for human occupancy" means a structure that due to lack of necessary repairs is considered uninhabitable and is a hazard to the health, safety, and welfare of the general public.

D. The provisions of this section shall not apply to any property zoned and used for agricultural purposes.

**Historical Data**

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Added by Laws 1984, HB 1669, c. 126, § 43, eff. November 1, 1984; Amended by Laws 1986, SB 214, c. 257, § 1, eff. November 1, 1986; Amended by Laws 1988, HB 1770, c. 152, § 2, eff. November 1, 1988; Amended by Laws 1990, HB 1801, c. 253, § 3, emerg. eff. May 22, 1990; Amended by Laws 1997, HB 1566, c. 83, § 2, eff. November 1, 1997 (superseded document available); Amended by Laws 2000, HB 858, c. 82, § 3, eff. November 1, 2000 (superseded document available).

**Citationizer® Summary of Documents Citing This Document**

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Cite Name	Level
<b>Oklahoma Session Laws - 2000</b>	
Cite	Name
2000 O.S.L. 82, 2000 O.S.L. 82,	[SB 858] - An Act relating to cities and towns; amending 11 O.S. 1991, Sections 22-111, (11 O.S. Supp. 1999, Sections 22-111, 22-112 and 22-112.1), which relate to cleaning and mowing of property and dilapidated buildings and delinquent installments, etc.
	Level
	Discussed
<b>Title 11. Cities and Towns</b>	
Cite	Name
11 O.S. 22-112,	Condemnation of Dilapidated Buildings - Notice -
	Level
	Discussed

**Cite Name**                      **Level**  
Removal - Lien

*Citationizer: Table of Authority*

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<b>Cite Name</b>	<b>Level</b>	
<b>Title 11. Cities and Towns</b>		
Cite	Name	Level
<u>11 O.S. 1-102,</u>	<u>Definitions</u>	Cited
<u>11 O.S. 22-111,</u>	<u>Cleaning and Mowing of Property - Hearing - Costs - Lien</u>	Discussed
<u>11 O.S. 22-112,</u>	<u>Condemnation of Dilapidated Buildings - Notice - Removal - Lien</u>	Discussed at Length



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 10, 2015 Item Number: 5  
Department: Public Works- Engineering  
John C. Modzelewski, P.E.,  
Prepared By: CFM Account Code: \_\_\_\_\_  
Date Prepared: March 3, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Tetra Tech, Inc. to provide engineering services in connection with the Water Treatment Plant's Filter #5, including replacement of the underdrain and the filter media.

### Recommendation

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Tetra Tech, Inc. to provide engineering services in connection with the Water Treatment Plant's Filter #5, including replacement of the underdrain and the filter media for a fee not to exceed \$31,000.

### Discussion

In October 2014, Severn Trent Services (STS) retained All Services Contracting Corporation (ASCC) to complete a Filter Evaluation report that inspected and made recommendations to all existing five filters at the Water Treatment Plant. The report recommended that the underdrain in Filter #5 be completely removed and replaced along with the sand and anthracite media. Tetra Tech, Inc. proposes to review the report and conduct an independent field visit and visual observation to visually assess the condition of the existing underdrain. In addition, Tetra Tech, Inc. will coordinate with STS and perform backwash flow test in Filter #5 to ascertain the required extent of repair and replacement including launders, supports and appurtenances.

The Scope of Services is identified in Exhibit A of the attached Professional Services Agreement.

### Approved By

	Initial	Date
Department Head	JCM	03/03/15
City Manager	<u>P. Stasiak</u> <i>PJS</i>	<u>3-5-15</u>

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and TETRA TECH, INC., a Delaware corporation (herein the "**CONSULTANT**").

### W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with the Water Treatment Plant's Filter #5, including replacement of the underdrain and the media (herein the "**Project**"), and

WHEREAS, the services of a competent professional engineering consultant will be required to develop a calibrated model and prepare a report summarizing the system's ability to deliver potable water at the proper pressures and identifying alternatives that would optimize the system's operation to minimize the formation of disinfection byproducts for the Project, and

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

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

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work dated February 26, 2015, in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

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

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

### **1.00** SCOPE OF AGREEMENT

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

1.02. Standard of Care. CONSULTANT shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services.

## **2.00 ADDITIONAL SERVICES**

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

## **3.00 NOTICE TO PROCEED**

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

## **4.00 CONSULTANT'S PERSONNEL**

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

## **5.00 CONFLICT OF INTEREST**

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

## **6.00 DISPUTES**

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

## **7.00 ESTIMATES**

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

## **8.00 CONSULTANT'S ASSISTANCE WITH BIDDING**

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

## **9.00 COMPLIANCE WITH LAWS**

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

## **10.00 TERMINATION**

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

## **11.00 OWNERSHIP OF DOCUMENTS**

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

## **12.00 CONFERENCES AND VISITS TO SITE**

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

## **13.00 CONSULTANT'S ENDORSEMENT**

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

## **14.00 CONTROL**

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location,

type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT's work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

#### **15.00 REVISIONS OF PLANS**

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

#### **16.00 DELAYS AND EXTENSIONS**

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

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

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

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

**17.00 REIMBURSEMENT FOR EXPENSES**

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

**18.00 CLAIMS, LIABILITY AND INDEMNITY**

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

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

**19.00 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**20.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

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

21.00 **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

**[Signatures to Follow on Next Page]**

WITNESS THE DUE EXECUTION HEREOF.

**THE CITY OF McALESTER**

**TETRA TECH, INC.**

By: \_\_\_\_\_

Steve Harrison, Mayor

By:  \_\_\_\_\_

Its: Senior Vice President

CONSULTANT's Mailing Address:

7645 E. 63<sup>rd</sup> St., Suite 301

Tulsa, OK 74133

CONSULTANT's Telephone Number:

(918) 249-3909

CONSULTANT's Facsimile Number:

(918) 249-3930

ATTEST:

By: \_\_\_\_\_

City Clerk

## EXHIBIT A

### PROPOSAL

FILTER #5 UNDERDRAIN REPLACEMENT  
WATER TREATMENT PLANT  
City of McAlester  
McAlester, Oklahoma

Owner: City of McAlester  
Engineer: Tetra Tech, Inc.  
Date: February 26, 2015

#### I. SCOPE OF THE PROJECT

The City of McAlester (Owner) desires to replace the underdrain and the media in Filter #5 which had recently experienced a catastrophic failure. The scope of the project is to provide an assessment of the condition of the existing underdrain and media, develop underdrain and media replacement options, and develop necessary plans and specifications.

#### II. SCOPE OF SERVICES

The following describes the proposed scope of services:

##### A. EVALUATION AND PLANS & SPECIFICATION

**1. Project Management.** Project management shall include the following:

**a. Administration.** This item shall include the following:

- Project initialization and setup.
- Coordination of the project team.
- Preparation of monthly progress reports to Owner.
- General project communications with the Owner.

**b. Quality Control Reviews.** Engineer's senior staff shall review the results of certain task activities and the deliverables prior to submission.

**2. Report Review.** In October 2014, the plant operator Severn Trent Services (STS) retained All Services Contracting Corporation (ASCC) to complete a Filter Evaluation report that inspected and made recommendations to all existing 5 filters. The report recommended that the underdrain in Filter #5 be completely removed and replaced along with the sand and anthracite media. Engineer will review the report and conduct an independent field visit and visual observation to visually assess the condition of the existing underdrain. In addition, Engineer will

coordinate with STS and perform backwash flow test in Filter #5 to ascertain the required extent of repair and replacement including launders, supports and appurtenances.

3. **Underdrain Alternatives Evaluation.** Owner decided to utilize the same polyethylene low profile underdrain. Engineer will evaluate up to three different types of polyethylene underdrains (Tetra, Leopold and Roberts underdrains), and prepare capital cost comparison for the options.
4. **Air Supply Capacity.** Engineer will evaluate the existing blower capacity and piping layout and assess the system adequacy for the selected underdrain. Engineer will identify any blower and/or air piping improvements necessary for the underdrain replacement.
5. **Media Replacement.** Engineer will prepare the specification for the sand/antracite media (to replace existing) to meet the requirements of AWWA and the Oklahoma DEQ standards.
6. **Cost Estimate.** Engineer will prepare the cost estimate for the replacement of the media, underdrain and appurtenances identified in the evaluation.
7. **DEQ Permit.** Engineer will coordinate with DEQ to confirm that a DEQ permit is not required for the project. The proposed improvements are considered "maintenance" related and therefore, Engineer believes that a DEQ permit will not be required. In the unlikely event that DEQ determines otherwise, Engineer will advise the Owner and seek necessary additional services.
8. **Plans and Specification.** Engineer will prepare plans and specification for the proposed improvements. Plans will be prepared in 11"x17" sheet size. Available record drawing will be used for the plan background and supplemented by photograph-drawings. The plans will be adequate for bidding and construction purposes.
9. **Review.** Engineer will submit an electronic copy of the preliminary plans and specifications along with the cost estimate for owner review. If needed, Engineer will meet with the Owner and the plant operator to review and solicit comments. Finalized comment from the review meeting will be incorporated into the final plans and specifications. Engineer will submit three copies of the plans and specification to the Owner.

## B. BIDDING PHASE.

Engineer will assist the Owner in the bidding phase. The bidding phase task includes the following:

1. **Advertisement.** Engineer shall coordinate the bid advertisement with the Owner's staff.
2. **Pre-Bid Conference.** Engineer shall conduct a pre-bid conference for the Project to address critical Project matters with potential bidders.
3. **Addenda.** Engineer shall prepare and issue all addenda determined necessary during the bidding phase.
4. **Bid Openings.** Owner will handle the bid opening and provide the copies of the bid to engineer for evaluation.
5. **Bid Tabulations.** Engineer shall review all bids and prepare bid tabulation, and investigate the qualifications of the apparent low bidder.
6. **Contract Award.** Engineer shall prepare a recommendation for award of the construction contract based on the bid tabulation and investigation of the apparent low bidder.
7. **Construction Contract Preparation.** Engineer shall assist Owner and coordinate with the successful bidder in the preparation and execution of the construction contract.

C. **CONSTRUCTION PHASE.** Engineer shall assist the Owner during the construction phase on an as needed basis upon request. A maximum of 30 hour of Engineer's time is included in the basics scope. If additional efforts are needed, Engineer will advise the Owner and provide additional services upon written authorization from Owner.

## III. SCHEDULE

The Engineer shall complete the tasks as follows. The calendar days shown are from receipt of the notice to proceed to submission of the draft documents:

<b>A-Evaluation and Plans &amp; Specification</b>	60 Calendar Days
<b>B-Bidding Phase</b>	(to be mutually established)
<b>C-Construction Phase</b>	(to be mutually established)

**EXHIBIT B**

**FEE PROPOSAL**

The fees for the work shall be as follows:

<b>A-Evaluation and Plans &amp; Specification .....</b>	<b>\$17,300</b>
<b>B-Bidding Phase.....</b>	<b>\$7,600</b>
<b>C-Construction Phase .....</b>	<b><u>\$5,000</u></b>
<b>TOTAL FEE</b>	<b>\$29,900</b>

Total fee of \$29,900 is authorized by execution of this agreement.



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** March 10, 2015      **Item Number:** 6  
**Department:** Public Works / Engineering  
**Prepared By:** John Modzelewski, P.E.      **Account Code:** \_\_\_\_\_  
**Date Prepared:** March 3, 2015      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 1

### Subject

Consider and act upon, authorizing the Mayor to sign Change Order No. 1 to the contract with Carstensen Contracting, Inc for the construction of CIP#2 Improvements.

### Recommendation

Motion to approve Change Order No. 1 to the contract with Carstensen Contracting, Inc and authorizing the Mayor to sign the Change Order. The requested fourteen days changes the Contract Substantial Completion to April 18, 2015, and the cost decrease of \$2,572.17 changes the Contract amount to \$2,880,077.08

### Discussion

This Change Order identifies the following changes:

- 1) Removes Line Item 10 (Lime) and Line Item 11 (Lime Stabilized Subgrade) only on A Street and replace with Line Item 10a (Scarify) and Line Item 11a (Recompact) resulting in a cost savings of \$13,923.80.
- 2) Adds Line Item 8001 (B6 Manhole Adaption) resulting in a cost of \$2,478.84.
- 3) Adds Line Item 8002 (Cast-in-Place Junction Box w/Ring and Lid) resulting in a cost of \$8,872.79
- 4) Adds fourteen days to project due to design change for Item 3 and approval of the work.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	JCM	03/04/15
<b>City Manager</b>	P. Stasiak 	3-5-15

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 1

OWNER: CITY OF McALESTER

DATE OF AGREEMENT: October 7, 2014

CONTRACTOR: Carstensen Contracting, Inc.

DATE OF CHANGE ORDER: March 3, 2015

PROJECT: CIP #2 - Reconstruction of A St. and 6<sup>th</sup> St.

---

The following changes are made to the CONTRACT Documents:

- 1) This Change Order seeks to remove Line Item 10 - Lime (143 Ton) and Line Item 11 - Lime Stabilized Subgrade (7914SY) only on **A Street** and replace them with Line Item 10a - Scarify (7914SY) and Line Item 11a - Recompact (7914SY). This will be at a cost savings of \$13,923.80.
- 2) This Change Order seeks to add a Pay Item to the Contract. Line Item 8001 - B6 Manhole Adaptation (Lump Sum) will be added to address design issues with Manhole B6 which was designed to a standard manhole, but upon investigation needs to be adapted to be a drop manhole. This needed adaptation will be at a cost of \$2,478.84.
- 3) This Change Order seeks to add a Pay Item to the Contract. Line Item 8002 - Cast In Place 48"x48" Junction Box w/Ring and Lid (Lump Sum) will be added to address unforeseen underground utility conditions. The location and condition of a 15" storm drain located at the intersection of A St. and Osage St. was previously constructed in such a manner that new connections and drainage structures had to be redesigned. This new redesign calls for the construction of 48"x48" Junction Box. This work will be at a cost of \$8,872.79.
- 4) This Change order also seeks to add additional calendar days to the Contract. The Contractor has been unable to proceed with this required work until

an agreement could be made with this Change Order.  
The total days affected by this added work and the  
stoppage for the Change Order are 14 Additional Days.  
This moves the date of Substantial Completion from  
April 4<sup>th</sup>, 2015 to April 18<sup>th</sup>, 2015.

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**JUSTIFICATION:**

Original CONTRACT Price:	\$ 2,882,649.25
Present CONTRACT Price:	\$ <u>2,882,649.25</u>
The CONTRACT price due to this Change Order No. <u>1</u> will be ( <del>Increased</del> ) ( <u>Decreased</u> ) by:	\$ <u>2,572.17</u>
The new CONTRACT price including this Change Order will be:	\$ <u>2,880,077.08</u>

THE DATE FOR SUBSTANTIAL COMPLETION WILL BE: April 18, 2015

---

ATTEST:

CITY OF McALESTER

By: \_\_\_\_\_  
Cora Middleton, City Clerk

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

(SEAL)

\_\_\_\_\_

ATTEST:

CONTRACTOR:

 3/4/15

By: \_\_\_\_\_



# Engineering Services & Testing, Inc.

Moore Office: 201 Industrial Boulevard, Moore, OK 73160, (405) 912-8378, Fax (405) 912-7558

Comprehensive Engineering Services

Carstensen Contracting Inc.  
1507 7<sup>th</sup> St. WE  
Pipestone, MN 56164

SUBJECT: RFI #2 Response  
DATE: December 23, 2014

## REQUEST FOR INFORMATION

Project Name <u>2013 Street Reconstruction Program Project #2</u>	
To Peer & Associates	Specification Section _____
4506 S. Garnett Rd, Ste. 600	Specification Paragraph _____
Tulsa, OK 74146	Drawing No(s) _____
RFI No. <u>002</u>	Date Information Requested <u>4-Dec-14</u>
Description <u>Soil Stabilization</u>	Date Response Needed <u>8-Dec-14</u>
	Cost Impact <u>Possible</u>

### Description of Information Needed:

In Areas where soil stabilization is required, Carstensen Contracting would like to Propose to scarify and recompact in lieu of Lime Stabilization. We have successfully used this method in areas where soil conditions have originally called-out lime stabilization per contract documents. Our method of Scarifying 12" of subbase, moisturizing and recompacting the material to achieve the required moisture and compaction requirements meets or exceeds the DOT Compaction requirements and believe this will be the case for this project. We will continue to proceed with using geotextile fabric under the base course to add additional stabilization. As discussed in the progress meeting on 12/3/2014, if compaction is not met with Scarifying and recompacting, Lime stabilization will be utilized per resident engineers direction. This is also a cost savings to the City of McAlester, which is reflected in our cost break down (Please see Attached).

Engineer's Comments: The owner, City of McAlester, and the construction management firm, EST Inc., have agreed to allow Carstensen to attempt to obtain the desired compaction using other methods as described above. However, as described above if the engineer or the city feel that this is not being achieved, then lime stabilization will be used for stabilization.

Sincerely,

Caleb Riemer, Ph.D., P.E.









**Carstensen Contracting Inc.**

1507 7th St. WE  
Pipestone, MN. 56164  
Office 507.825.2026  
Fax 507.825.2027

**REQUEST FOR INFORMATION**

Project Name <u>2013 Street Reconstruction Program Project #2</u>	
To <u>Poe &amp; Associates</u>	Specification Section _____
<u>4606 S. Garnett Rd, Ste. 600</u>	Specification Paragraph _____
<u>Tulsa, OK 74146</u>	Drawing No(s) <u>S2</u>
RFI No. <u>023</u>	Date Information Requested <u>5-Feb-15</u>
Description <u>Storm Drain not on plans</u>	Date Response Needed <u>6-Feb-15</u>
	Cost Impact <u>Possible</u>

**Description of Information Needed:**

1. The existing storm drain is different then shows on the plans. There is an existing line coming from the East and connects to a line that heads SouthWest. Please see attached plan for location. It currently runs where a new hydrant is to be placed also. We need to know if this line needs to be replaced, how it should be ran to avoid conflict with other utilities and new waterline, where to tie into, and if a new Inlet/manhole needs to be added. Please let us know how to proceed.

**Engineers Comments:**

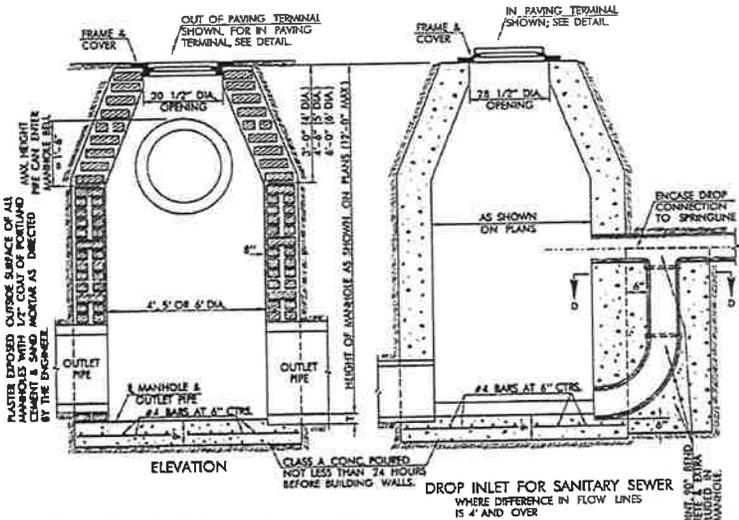
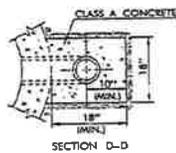
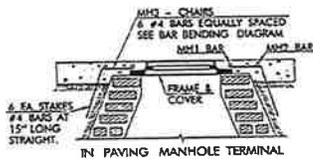
We believe that a cast in place junction box should be added to pipe 12 with relocation of 21 feet of storm drain along Osage Ave. A concrete collar for the relocated storm drain should be used due to the changes in diameter of the pipe. This pipe is labeled as a 15" unknown pipe. We would suggest that a standard 18" pipe be used. To give adequate cover from the top of the junction box to the pavement, the pipe elevations from structure 13 to 11 have been modified. Please see the attached sketch. The internal height of the junction box is assumed to be 2.13'. The junction box is to be paid for as Class A concrete as per the attached ODOT standard R-43. A quantity of 2.50 CY of Class "A" Concrete has been assumed for the junction box with an additional 0.25 CY of Class "A" Concrete for the concrete collar or as directed by the engineer.

Submitted by: Joshua Dede  
Carstensen Contracting  
Date: 12/4/2014

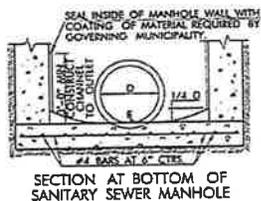
Reviewed by: Helene Murdock  
Engineering Firm: Poe & Associates, Inc.  
Date: 2/20/2015







NOTE: ALL SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED ONLY OF CLASS A CONCRETE OR PRECAST CONCRETE UNITS. TYPICAL BRICK MASONRY CONSTRUCTION MAY BE USED FOR STORM SEWER MANHOLES, CURB INLETS AND JUNCTION BOXES.

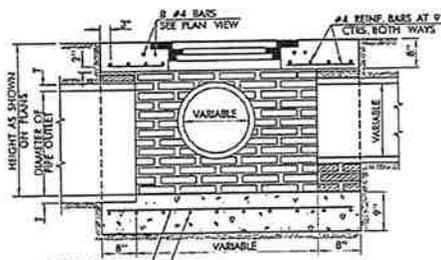
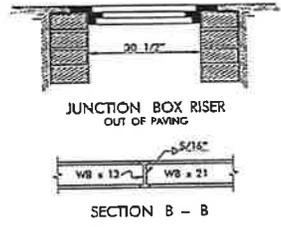
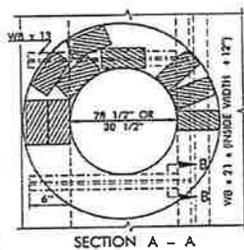
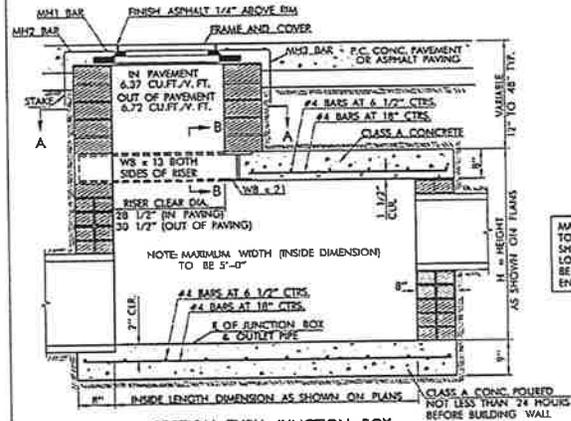


BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
611 (A)	MANHOLE (V DIA.)	EA.
611 (B)	ADDITIONAL DEPTH IN MANHOLE (V DIA.)	V.F.

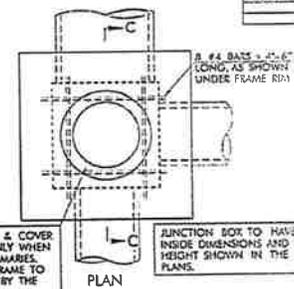
V DIA. SHALL BE SPECIFIED (SEE PAY ITEM LIST)

PLAN WITH SECTION (FRAME REINFORCING SHOWN)

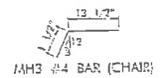
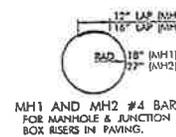
STANDARD MANHOLES



STANDARD JUNCTION BOXES



DEDUCTIONS FOR PIPE OPENING		
PIPE DIA.	VOLUME (CU FT.)	REDUCTIONS
18"	1.92	2.31
24"	3.24	4.00
30"	4.97	6.26
36"	7.26	12.11
42"	10.08	15.21
48"	13.44	18.48
54"	17.28	24.82
60"	21.60	31.25
66"	26.40	38.76
72"	31.68	47.37



GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- ALL MANHOLES SHALL BE 4 FOOT DIAMETER UNLESS A LARGER DIAMETER IS REQUIRED.
- FOR DETAILS OF FRAME AND COVER, SEE ROADWAY STANDARD MFC-4.
- CAST-IN-PLACE CONCRETE WALLS WITH THE SAME DIMENSIONS SHOWN ON THIS STANDARD MAY BE USED IN LIEU OF THE BRICK MASONRY. CAST-IN-PLACE WALLS EXCEEDING 5 FEET IN DEPTH (OUTERLINE TO FLOORLINE) WILL REQUIRE NO. 4 REINFORCING BARS SPACED AT 30 INCH CTRS. VERTICALLY AND 12 INCHES CTRS. HORIZONTALLY.
- WHERE A MORTAR COAT IS REQUIRED IT SHALL BE 1/2" THICK AND SHALL BE APPLIED WHILE BRICK MASONRY IS CLEAN AND DAMP.
- MANHOLES UP TO 5 FEET IN HEIGHT SHALL BE PAID FOR AS "MANHOLE" (EA.). ANY ADDITIONAL HEIGHT OF MANHOLE SHALL BE PAID FOR AS "ADDITIONAL DEPT-1 IN MANHOLE" (V.F.).
- JUNCTION BOX WALL CONSTRUCTION SHALL BE MEASURED BY C.F. OF WALL MATERIAL AND TO BE PAID FOR AS "JUNCTION BOXES (C.F.)". DEDUCTIONS IN VOLUME WILL BE MADE FOR ALL PIPE OPENINGS 18 INCHES IN DIAMETER AND LARGER (SEE TABLE).
- REINFORCING STEEL AND STRUCTURAL STEEL WILL BE INCLUDED AS PART OF THE COST OF THE STRUCTURE COMPLETE, AND WILL NOT BE ASSUMED AS A PAY ITEM.

OPTIONAL PRECAST MANHOLE & JUNCTION BOXES

- WHEN PRECAST STORM SEWER OR JUNCTION BOX UNITS ARE SUBSTITUTED FOR BRICK MASONRY OR CAST-IN-PLACE UNITS:
  - THE MATERIAL COMPONENTS SHALL MEET ASBTO DESIGNATION #1 199, AND SHOP DRAWINGS SHALL BE SUBMITTED TO ODOT FOR APPROVAL.
  - ALL LIFT HOLES SHALL BE SEALED WITH FIRMLY PACKED MIXTURE OF CEMENT AND SAND GROUT.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
609 (C)	CLASS A CONCRETE, SMALL STRUCTURES	C.Y.
611 (L)	JUNCTION BOXES	C.F.

▲ FOR QUANTITIES OF CLASS A CONCRETE LESS THAN 30.0 C.Y.



APPROVED BY ROADWAY ENGINEER *Walter D. ...*  
ROADWAY STANDARD

MANHOLES AND JUNCTION BOXES

Council Chambers  
Municipal Building  
February 24, 2015

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

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

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the February 10, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending February 17, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$1407.84.

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

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

Chairman Harrison declared the motion carried.

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

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

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

Chairman Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
February 24, 2015

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

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

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

- Approval of the Minutes from the February 3, 2015, Special Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the February 10, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending February 17, 2015. *(Toni Ervin, Chief Financial Officer)* in the amount of \$174,462.91.
- Confirm action taken on City Council Agenda Item C, approval and signing a lease with Miller Office Supply and Canon Financial Services, Inc. for one high volume printer for the Utility Billing Office. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #2", in the amount of \$490,161.35, for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Chapter 62, Land Development Code, of the McAlester City Code by amending Sections 62-203, 62-204 and 62-205 pertaining to automobile sales and service as a use permitted after review in the C-3 general commercial district, and as a use permitted in C-4 restricted commercial district, and C-5 highway commercial and commercial recreation district; repealing all conflicting ordinances and declaring an emergency. *(Leroy Alsup, Community & Economic Development Director)*

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

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

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

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

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