McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, June 9, 2015 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison ..... Mayor
Weldon Smith ..... Ward One
John Titsworth ..... Ward Two
Travis Read, Vice Mayor ..... Ward Three
Robert Karr ..... Ward Four
Buddy Garvin ..... Ward Five
Jason Barnett ..... Ward Six

Peter J. Stasiak ..... City Manager
William J. Ervin ..... City Attorney
Cora M. Middleton ..... City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Judkins, First United Methodist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

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

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

C. Approval of Claims for May 20, 2015 through June 2, 2015. *(Toni Ervin, Chief Financial Officer)*

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

E. Consider and act upon, authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of $24,000. *(Peter J. Stasiak, City Manager)*

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

G. Consider and act upon, authorizing the Mayor to sign a Public Works Project (PPWP) Contract between the Oklahoma Department of Corrections and the City of McAlester. (addition of Item 30 to original contract) *(Peter J. Stasiak, City Manager)*

H. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall. *(James Stanford, IT Computer Support Specialists)*

I. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester. *(James Stanford, IT Computer Support Specialists)*

J. Consider and act upon, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services. *(James Stanford, IT Computer Support Specialists)*

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

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

M. Consider and act upon, authorizing the Mayor to ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Support Specialists)*

N. Consider and act upon, authorizing the Mayor to ratify and approve an annual Business Customer Service Agreement between the City of McAlester and U.S. Cellular for wireless telecommunication services and equipment. *(James Stanford, IT Computer Support Specialists)*

O. Consider and act upon, authorization of payment to EST, Inc., Invoice # 34410, in the amount of $12,075.00, for Construction Management Services and Materials Testing Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

P. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-07, in the amount of $ 12,771.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Q. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #7, in the amount of $276,480.32, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

R. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #5", in the amount of $368,009.20, for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

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

T. Consider and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

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.**

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

- **A PUBLIC HEARING ON THE PROPOSED FY 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES GRANT; PROPOSED WATERLINE REPLACEMENTS PROJECT.**

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

- **AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND**

VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

SCHEDULED BUSINESS

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

Executive Summary
Motion to approve the budget amendment ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Consider and act upon, Change Order No. 3 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 3 resulting in the addition of six (6) days and an addition of $10,974.00 to the contract amount. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

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

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

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

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

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

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

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

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

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

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

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

20. Consider and act upon, an Ordinance amending the Employee Retirement System, Defined Contribution Plan for the City of McAlester and authorizing the Mayor to sign the amended Oklahoma Municipal Retirement Fund Master Defined Contribution Plan Joinder Agreement. *(Cora Middleton, CMC)*

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

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

Executive Summary
Discussion

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 26, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending June 2, 2015. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to sign a Public Works Project (PPWP) Contract between the Oklahoma Department of Corrections and the City of McAlester. (addition of Item 30 to original contract) *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to ratify and approve a Master Agreement between the City of McAlester and AT&T for Internet Services. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to ratify and approve a contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item M, authorizing the Mayor to ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item N, authorizing the Mayor to ratify and approve an annual Business Customer Service Agreement between the City of McAlester and U.S. Cellular for wireless telecommunication services and equipment. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2015. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 6, an Ordinance adopting the budget of the City of McAlester, Oklahoma for the fiscal year 2015-2016; providing for severability clause; and declaring an emergency. *(Toni Ervin, CFO and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 7, discussion and possible action on the purchase of the FAA Building located at the McAlester Airport by Pittsburg County Economic Development Authority. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 19, an Ordinance amending Chapter 99, Telecommunications, of the McAlester City Code by amending Section 99.55 Telecommunication Facility Standards; repealing all conflicting ordinances and declaring an emergency. *(Leroy Alsup, Community and Economic Development Director)*

- Confirm action taken on City Council Agenda Item 20, an Ordinance amending the Employee Retirement System, Defined Contribution Plan for the City of McAlester and authorizing the Mayor to sign the amended Oklahoma Municipal Retirement Fund Master Defined Contribution Plan Joinder Agreement. *(Cora Middleton, CMC)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 26, 2015, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending June 2, 2015. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to sign a Public Works Project (PPWP) Contract between the Oklahoma Department of Corrections and the City of McAlester. (addition of Item 30 to original contract) *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to ratify and approve a Master Agreement between the City of McAlester and AT&T for Internet Services. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to ratify and approve a contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item M, authorizing the Mayor to ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item N, authorizing the Mayor to ratify and approve an annual Business Customer Service Agreement between the City of McAlester and U.S. Cellular for wireless telecommunication services and equipment. *(James Stanford, IT Computer Support Specialists)*

- Confirm action taken on City Council Agenda Item O, authorization of payment to EST, Inc., Invoice # 34410, in the amount of $12,075.00, for Construction Management

Services and Materials Testing Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item P, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-07, in the amount of $ 12,771.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item Q, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #7, in the amount of $276,480.32, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item R, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #5", in the amount of $368,009.20, for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item S, authorization of the Mayor to sign a Professional Services Agreement with David T. Hardgrave, LLC, for Pretreatment Consulting Services in the amount of $21,600.00. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item T, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- 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, CFO)*

- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2015. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 6, an Ordinance adopting the budget of the City of McAlester, Oklahoma for the fiscal year 2015-2016; providing for

severability clause; and declaring an emergency. *(Toni Ervin, CFO and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a contract between the City of McAlester and Collins Waterworks, LLC for the construction of 2014 CDBG Water Improvements along Walker Avenue and Pine Street. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 9, adopting Citizen's Participation Plan for FY-2015 CDBG Project. *(Millie Vance, Millie Vance, Inc.)*

- Confirm action taken on City Council Agenda Item 10, adopting a Resolution to Apply for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. (*Millie Vance, Millie Vance, Inc.)*

- Confirm action taken on City Council Agenda Item 11, adopting a Resolution to Leverage (Matching) funds for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. *(Millie Vance, Millie Vance, Inc.)*

- Confirm action taken on City Council Agenda Item 12, consider and act upon adopting a Residential Anti-Displacement Plan for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project. *(Millie Vance, Millie Vance, Inc.)*

- Confirm action taken on City Council Agenda Item 13, adoption of a Contract with Millie Vance Incorporated to prepare FY-2015 CDBG grant application and administer project. *(Millie Vance, Millie Vance, Inc.)*

- Confirm action taken on City Council Agenda Item 14, Change Order No. 3 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 3 resulting in the addition of six (6) days and an addition of $10,974.00 to the contract amount. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

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

- Confirm action taken on City Council Agenda Item 19, an Ordinance amending Chapter 99, Telecommunications, of the McAlester City Code by amending Section 99.55 Telecommunication Facility Standards; repealing all conflicting ordinances and declaring an emergency. *(Leroy Alsup, Community and Economic Development Director)*

- Confirm action taken on City Council Agenda Item 20, an Ordinance amending the Employee Retirement System, Defined Contribution Plan for the City of McAlester and

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

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

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

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

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

3) Consider and Act to convene in Executive Session for the purpose of conferring on matters pertaining to Economic Development, including the transfer or purchase of real property and discussion of option to purchase real property per Title 25 Oklahoma Statute Sec. 307 B(3) & C(10).

RECONVENE INTO OPEN SESSION

- Consider and act upon, the City Manager's Contract.
- Consider and act upon, the City Clerk's Pay Adjustment.
- Consideration and possible action to approve City entering into Contract for options to purchase real property.

ADJOURNMENT

CERTIFICATION

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

_____

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
May 12, 2015

The McAlester City Council met in a Regular session on Tuesday, May 12, 2015, at 6:00 P.M. after proper notice and agenda was posted, May 8, 2015 at 3:45 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Captain Robert Daniels, Salvation Army gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present:	Weldon Smith, Travis Read, John Titsworth, Robert Karr, Buddy Garvin, Jason Barnett & Steve Harrison
Absent:	None
Presiding:	Steve Harrison, Mayor
Staff Present:	Peter J. Stasiak, City Manager; Toni Ervin, Chief Financial Officer; Brett Brewer, Fire Chief; Leroy Alsup, Community & Economic Development Director; Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Ceremony and Awards

Mayor Harrison presented Jered Weeks, Fire Department Driver Operator for the City of McAlester as April, 2015 "Employee of the Month". Mr. Weeks received a Certificate of Appreciation and a personal planner.

Mayor Harrison recessed the Regular Meeting at 6:03 P.M., to finish the Special Meeting.

The Regular Meeting was reconvened at 7:03 P.M.

Citizens Comments on Non-Agenda Items

There were no Citizens comments.

Consent Agenda

A. Approval of the Minutes from the April 28, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of Claims for April 22, 2015 through May 5, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - $109,899.92; Nutrition - $1,012.81; Landfill Res./Sub-Title D - $2,084.00; Tourism Fund - $3,646.59; SE Expo Center - $26,622.84; E-911 - $1,239.24; Economic Development - $7,257.60; CDBG Grant Fund - $1,840.00; Fleet Maintenance - $6,095.89; CIP Fund - $15,141.51 and Federal Forfeiture Fund - $14,422.75.

ACH – Tourism Fund - $558.20.

C. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC;. dba Mehlburger Brawley, Invoice # MC-14-06-06, in the amount of $9,758.00 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)*

D. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for payment #6, in the amount of $124,014.26, 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. Consider and act upon, authorization of payment to McAlester News Capital & Democrat, Ad Number 05618346, in the amount of $111.45, for publication of Advertisement for Bids related to CIP#1 and funded through the McAlester public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

F. Consider and act upon, authorization of payment to Carstensen Contracting, Inc., Contractor's Application for Payment #4, in the amount of $563,450.62, for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

G. Consider and act upon, authorization of payment to EST, Inc., Invoice #34410, in the amount of $35,880.00, for Construction Management Services and Materials Testing Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

H. Consider and act upon, awarding contract in the amount of $11,050.00 dollars to Rave Mobile Safety for providing mass notification services. *(Shawn Smith – E911 Manager)*

I. Consider and act upon, authorizing the Mayor to sign a Lease Agreement with the Boys and Girls Club of McAlester. *(Peter Stasiak, City Manager)*

J. Consider and act upon, authorization of payment to Oklahoma Municipal League in the amount of $305.00 for membership in the Mayors Council of Oklahoma. *(Steve Harrison, Mayor)*

K. Accept and place on file the McAlester Main Street 3rd Quarter Report. *(Lacy Sudderth, Executive Director)*

L. Consider and act upon, a personal Service Agreement with Quick Gro Erosion Control, LLC for hay bailing on the Steven Taylor Industrial Park and Hwy 31, west of Indian Nation Turnpike in the amount of $800.00. *(Mel Priddy, Community Services Director)*

M. Ratify action taken at City Council Meeting, April 28, 2015, for approving the City of McAlester 2015/2016 5-Year Capital Improvement Plan. *(Peter Stasiak, City Manager)*

N. Consider and act upon, the FOP, Lodge 97, 2015-2016 Contract. *(Peter Stasiak, City Manager)*

Councilman Garvin requested that "Item I" 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 H and J through N".

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

I. Consider and act upon, authorizing the Mayor to sign a Lease Agreement with the Boys and Girls Club of McAlester. *(Peter Stasiak, City Manager)*

A motion was made by Vice-Mayor Read and seconded Smith to approve authorizing the Mayor to sign a Lease Agreement with the Boys and Girls Club of McAlester.

Before the vote, Councilman Garvin commented that he had seen a Semi-tractor and trailer parked in the parking lot. He stated that the parking lot had not been built for that type of vehicle and that "No Truck Parking" signs should be posted at both entrances.

After a brief discussion concerning spending restrictions and the lease agreement allowing the organization to acquire more funding. The vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Councilman Karr moved to open a Public Hearing to address one (1) Ordinance. The motion was seconded by Councilman Garvin. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the Public Hearing was opened at 7:16 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.**

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

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

Mayor Harrison declared the motion carried and the Public Hearing was closed at 7:17 P.M.

Scheduled Business

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

Executive Summary
Motion to approve the budget amendment ordinance

ORDINANCE NO. 2536

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

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2536,** amending Fiscal Year 2014-2015 Operating Budget.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits and explaining that the amendment was to appropriate additional funds for Expo gas utility, additional Worker's Compensation, additional funds for demolitions and contingency funds for Expo expenses.

Vice-Mayor Read asked if the City was filing liens on properties that were demolished by the City and if they were collecting the fees.

Manager Stasiak informed the Council that liens were being filed and there had been some of those liens collected when the property taxes were paid.

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

AYE: Councilman Smith, Read, Smith, Barnett, Titsworth, Karr, Garvin & 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.

2. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Carstensen Contracting, Inc. for the completion of CIP#1 Improvements along Seventeenth Street from Comanche Avenue to South Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
The recommendation is to enter into an agreement with Carstensen Contracting, Inc. for a Total Bid equal to $114,319.50, for the construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve and authorize the Mayor to sign a contract between the City of McAlester and Carstensen Contracting, Inc. for the completion of CIP#1 Improvements along Seventeenth Street from Comanche Avenue to South Avenue for a bid of $114,319.50.

Before the vote, Manager Stasiak addressed the Council explaining that this contract was to complete CIP #1. He commented that the City's crews had taken over the project when the original contractor was unable to complete the job but this project required a lot of time and the

City crews were always needed else where in the City. He added that only one (1) bid was received at the May 5, 2015 bid opening and staff recommended that the contract be awarded to Carstensen Contracting, Inc.

After a brief discussion concerning the blank contract and the time proposed to complete the project the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

3. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
Motion to approve and authorize the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake for a Total Bid Price of $430,535.00.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve and authorize the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake for a bid amount of $430,535.00.

Before the vote Manager Stasiak addressed the Council explaining that that City had experienced three (3) major water main breaks under Talawanda Lake No. 2 in the past six (6) years. He commented that six (6) bids had been received and opened on February 10, 2015 with Holland Backhoe, Inc. being the low bidder. Manager Stasiak stated that after checking references and having knowledge of completed projects the City's consultant, Infrastructure Solutions Group, LLC, dba Mehlburger Brawley had recommended that the contract be awarded to Holland Backhoe, Inc.

After discussion regarding how long this project could take, the Engineers estimate, experience with the contractor, and the large difference in lowest bid and the next lowest bid the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

4. Consider and act upon, Building Demolition & Site Clearance Contracts with Henry Moss of Moss Trucking in the sum of $35,895.00; American Demolition & Site Services in the sum of $12,627.00; and Timco Blasting & Coating in the sum of $6,600.00. *(Leroy Alsup, Community and Economic Development Director)*

Executive Summary
Motion to authorize the Mayor to execute Building Demolition & Site Clearance Contracts with Henry Moss of Moss Trucking in the sum of $35,895.00;American Demolition & site Services in the sum of $12,627.00; and Timco Blasting & Coating in the sum of $6,600.00.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve and authorize the Mayor to execute Building Demolition & Site Clearance Contracts with Henry Moss of Moss Trucking in the sum of $35,895.00; American Demolition & Site Services in the sum of $12,627.00; and Timco Blasting & Coating in the sum of $6,600.00.

Before the vote, Director Alsup addressed the Council explaining that on May 1, 2015, Building Demolition and Site Clearance Services Bids were tabulated for the three (3) contractors.

After a brief discussion concerning the contractor's ability to complete the work within the time limits and having all necessary information from the contractors, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that Cricket Wireless had donated ten (10) hot spots for use in the City's Police vehicles. He explained that with this wireless connection the officers would be able to run license checks and various other checks without calling dispatch. Manager Stasiak informed the Council that the City was exploring PSO's Peak Performance Program. He explained that by participating in the program the City could be eligible for rebates up to $20,000.

Remarks and Inquiries by City Council

Councilman Karr asked about looking into the drainage on Short Stonewall and west Stonewall and if there were agreements with the previous owners.

Timmy Don Adams, Public Works Operations Supervisor addressed the Council explaining that this was done sixteen (16) or seventeen (17) years ago with CIP projects. He added that the floodplain engineers would need to study the area to see what would need to be done to address the problem.

Manager Stasiak stated that the City would work with the Warden for a resolution to the problem.

Councilman Garvin commented on the status of the "Electric Chair" and asked that Park Street from 4th Street to 7th Street be looked at. He stated that it had to be the worst street in the City.

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

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

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

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 meeting was recessed at 7:51 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:52 P.M.

Adjournment

There being no further business to come before the Council, Vice-Mayor Read moved for the meeting to be adjourned. The motion was seconded by Councilman Smith. 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, and the meeting was adjourned at 7:52 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
May 26, 2015

The McAlester City Council met in a Regular session on Tuesday, May 26, 2015, at 6:00 P.M. after proper notice and agenda was posted, May 22, 2015 at 10:21 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Captain Robert Daniels, Salvation Army gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, Chief Financial Officer; Brett Brewer, Fire Chief; Gary Wansick, Police Chief; John Modzelewski, City Engineer/Public Works Director; Mel Priddy, Community Services Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizens Comments on Non-Agenda Items

Lacey Sudderth, McAlester Main Street Director addressed the Council informing them that she had brought copies of the Survey that had been distributed to the Down Town Merchants and she would furnish the information gathered to the City Manager as soon as possible.

Consent Agenda

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

B. Approval of Claims for May 6, 2015 through May 19, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - $98,080.86; Parking Authority - $124.08; Nutrition - $1,379.00; Landfill Res./Sub-Title D - $495.00; Tourism Fund - $498.69; SE Expo Center - $9,106.14; E-911 - $7,988.97; Economic Development - $2,790.69; Fleet Maintenance - $12,234.83; Worker's Compensation - $941.68 and CIP Fund - $81,852.12.

C. Discussion and possible action, on approval of an agreement for mutual aid emergency medical services between Checotah Emergency Medical Service and the McAlester Fire/EMS Department. *(Brett Brewer, Fire Chief)*

D. Consider and act upon, authorization of payment to Poe and Associates, Inc. Invoice WIC 9585, in the amount of $4,907.16 for Professional Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John E. Modzelewski, P.E., City Engineer and Public Works Director)*

E. Consider and act upon, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200321-ME. *(Cora Middleton, City Clerk)*

F. Consider and act upon, authorizing the Mayor to sign a Public Works Project (PPWP) Contract between the Oklahoma Department of Corrections and the City of McAlester. *(Peter J. Stasiak, City Manager)*

G. Concur with the City Manager's recommendation to vote for Patti Shelite of Fort Cobb and Craig Stephenson of Ponca City each to fill a three (3) year term as a Trustee of Oklahoma Municipal Assurance Group Board of Trustees, which commences on July 1, 2015. *(Peter J. Stasiak, City Manager)*

H. Accept and place on file, the Oklahomans for Independent Living (OIL) quarterly report for the period of January 1, 2015 through March 30, 2015. *(Pam Pulchny, Executive Director O.I.L.)*

I. Consider and act upon, authorizing the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2015 through June 30, 2016. *(Toni Ervin, CFO)*

J. Consider and act upon a request from the Pittsburg County Chapter NAACP to use the Michael J. Hunter Park, 14th and Chickasaw, Oklahoma on Saturday, June 20, 2015 from 8:00am until 5:00 p.m. to hold the Juneteenth Celebration. *(Miller Newman, President, Pittsburg County Chapter NAACP)*

K. Concur with Mayor's re-appointment of Larry Bishop, 1707 S. 14th Street, McAlester, Ok 74501, to the McAlester Cemetery Board, for a term to end December 31, 2017. *(Steve Harrison, Mayor)*

L. Concur with Mayor's re-appointment of John Goodyear, 38 Jamestown Circle, McAlester, OK 74501, to the McAlester Cemetery Board, for a term to end December 31, 2017. *(Steve Harrison, Mayor)*

M. Concur with Mayor's re-appointment of Clark Ward, 804 S. 17th Street, McAlester, Ok 74501, to the McAlester Cemetery Board, for a term to end December 31, 2017. *(Steve Harrison, Mayor)*

N. Approve and authorize the Mayor to sign a Resolution directing the filing and notification for the publication of supplement number 18 to the McAlester City code of 1972. *(Cora Middleton, City Clerk)*

O. Consider and act upon, the IAFF, Local 2284, 2015-2016 Contract. *(Peter Stasiak, City Manager)*

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

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

Mayor Harrison declared the motion carried.

Scheduled Business

1. Consider and act upon, approval to purchase a new and unused 2016 Ford SUV police package vehicle. *(Gary Wansick, McAlester Police Chief)*

Executive Summary
Motion to approve the purchase of a new and unused 2016 Ford SUV police package vehicle from Freedom Ford in McAlester.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve the purchase of a new and unused 2016 Ford SUV police package vehicle from Freedom Ford in McAlester.

Before the vote, Chief Wansick addressed the Council informing them that this vehicle would replace the unit that had been totaled during a traffic stop. He added that Freedom Ford had been the lowest bidder at $39,811.85 and the vehicle would have the same package as the previous vehicles that the City had been purchasing. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

2. Consider and act upon, authorizing the purchase of one new, and unused Sewer Equipment Company of America Model 545 Trailer Mounted High Pressure Sewer Cleaner from J&R Equipment, LLC in the amount of $46,500.00. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
Motion to approve the purchase of one new, and unused, Sewer Equipment Company of America Model 545 Trailer Mounted High Pressure Sewer Cleaner from J&R Equipment, LLC in the amount of $46,500.00.

A motion was made by Vice-Mayor Read and seconded by Councilman Garvin to authorize the purchase of one new, and unused Sewer Equipment Company of America Model 545 Trailer Mounted High Pressure Sewer Cleaner from J&R Equipment, LLC in the amount of $46,500.00.

Before the vote, Director Modzelewski addressed the Council explaining that this equipment would be used by several of the City's departments. He stated that J&R Equipment, LLC was an authorized dealer for this Trailer Mounted High Pressure Sewer Cleaner and the company had also been awarded a State of Oklahoma Central Purchasing Statewide Contract Number CPSW193, which made this purchase compliant with the State and City bidding requirements.

After a brief discussion, concerning the availability of funding, if the City had this type of equipment previously, if the item was self contained and what could be used to pull it to locations, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

3. Review and discussion of changes in the proposed Budget for fiscal year 2015-2016 for the City of McAlester.

Executive Summary
Review and discussion of street maintenance projects and staff recommendations for funding of outside agencies.

Manager Stasiak addressed the Council explaining that after the last meeting several items needed to be brought back for discussion, such as changes to the streets section of the budget and funding of the outside organizations. He explained that they had taken each organizations funding back to their historical highest funding levels. Manager Stasiak then reviewed staff's recommendations for the funding of the outside organizations as follows: Pride In McAlester - $60,000.00; Oklahoman's for Independent Living - $24,000.00; McAlester Main Street - $30,000.00; Sunbelt Classic Tournament - $15,000.00; Old Town Festival - $12,800.00 and Pittsburg County Emergency Management - $50,000.00. He added that it was staff's intent to come back at the June 9th meeting with as many of the contracts for the outside organizations as possible and to adopt the 2015/2016 Operating Budget.

There was discussion among the Council including Manager Stasiak, Fire Chief Brewer and Director Modzelewski regarding the schedule of street repairs, the funding for street repairs, finding additional funding for street repairs, the funding of the outside organizations, a correction of the Main Street funding to $27,400.00, why the City seemed to be the only community funding Emergency Management, having the Old Town Festival removed and brought back to the Council with an agreement, where the funding for the Old Town Festival would be put and having the City to look back at the historical funding of Main Street.

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 reported that the Parks Department would begin spraying for mosquitoes next week and that the Health Department had given a three (3) month supply of the poison to the City. He informed the Council that he would be in Broken Arrow on Thursday and he would be taking vacation the week of June 8th but he would be at the June 9th Council meeting. Manager Stasiak commented that "A" Street was open with just a few items left to address, the City would be opening bids for the completion of CIP #1 this week and the Expo had been working with CenterPoint Energy and had been awarded a $19,617.00 grant to update the Chillers.

Remarks and Inquiries by City Council

Councilman Karr commented on the spraying for the summer.

Vice-Mayor Read commented on the problem with residents parking in their yards and asked if the committee that had been working on the problem would be interested in getting back together to work on a solution for that problem.

Councilman Garvin commented on the status of the "Electric Chair" and asked that Park Street from 4th Street to 7th Street be looked at. He stated that it had to be the worst street in the City.

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

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

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

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:02 P.M.

Reconvene Council Meeting

The meeting was reconvened at 7:04 P.M. Vice-Mayor Read moved to recess the Regular meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak and City Clerk, Cora Middleton. The motion was seconded by Councilman Garvin. There was no discussion and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:04 P.M.

Executive Session

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

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

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

The Regular Meeting was reconvened at 7:20 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak and City Clerk, Cora Middleton, in accordance with Title 25, Sec. 307.B.1. Only that matter was discussed, no action was taken and the Council returned to open session at 7:20 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, Barnett, Titsworth, Read & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:21 P.M.

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

CLAIMS FROM

May 20, 2015
Thru
June 2, 2015

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	JEREMY BUSBY	I-201505297448	01 -5320331	EMPLOYEE TRAV TRAVEL EXP-POLICE WEEK	074011	1,202.71
	KAREN BOATRIGHT	I-201505297449	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OMCCA CONF	074012	215.94
	KEVIN BISHOP	I-201505297451	01 -5225401	COMPUTER TECH POLICE UNIT LAPTOP MOUNT	074014	224.00
	KEVIN BISHOP	I-201505297451	01 -5225202	OPERATING SUP POLICE UNIT LAPTOP MOUNT	074014	86.00
	LARRY EDWARDS	I-201505297452	01 -5431207	CLOTHING ALLO LARRY EDWARDS: CLOTHING ALLOW	074015	82.30
01-A00026	AT & T LONG DISTANCE					
		I-201505207421	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	073973	74.81
01-A00028	"A" PLUS LAWN SERVICE					
		I-471860	01 -5542308	CONTRACTED SE CONTRACT MOWING	074016	1,250.00
01-A00267	AIRGAS, INC					
		I-9039059629	01 -5543203	REPAIRS & MAI REPAIR & MAINT ITEMS	074019	94.30
		I-9039096880	01 -5543203	REPAIRS & MAI REPAIR & MAINT ITEMS	074019	17.74
		I-9039202385	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	074019	356.53
		I-9039288376	01 -5543202	OPERATING SUP REPAIR & MAINT ITEMS	074019	112.04
		I-9039288377	01 -5543202	OPERATING SUP REPAIR & MAINT ITEMS	074019	221.95
		I-9039346375	01 -5432203	REPAIR & MAIN OXYGEN & EMS SUPPLIES	074019	211.73
		I-9039511490	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	074019	94.89
01-A00362	VYVE BROADBAND					
		I-201505207424	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	073974	62.95
		I-201505277441	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	073994	83.85
		I-201505277441	01 -5547328	INTERNET SERV INTERNET SVS-OAK HILL CEMETERY	073994	61.07
01-A00751	ATWOODS					
		I-2587/9	01 -5544203	REPAIRS & MAI MISC REPAIR ITEMS	074024	50.97
		I-2592/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074024	83.97
		I-2602/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074024	149.99
		I-2609/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074024	53.35
		I-H80327/9	01 -5652207	CLOTHING ALLO BOOT ALLOWANCE-SCHULTS	074024	100.00
01-B00089	BANK OF OKLAHOMA					
		I-5086489	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	074026	368.04
01-B00180	UNION IRON WORKS, INC.					
		I-S1854202.001	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074028	185.29
		I-S1858942.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074028	186.41
		I-S1859379.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074028	25.99
01-C00149	CANON FINANCIAL SERVICE					
		I-14932204	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	074032	873.50
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-179192	01 -5431203	REPAIRS & MAI PARTS FOR SUPPORT 1	074034	63.00
01-C00431	CHIEF SUPPLY CO					

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00431 CHIEF SUPPLY CO continued					
	I-286005	01 -5320202	OPERATING EXP METH DETECTION KITS	074035	559.55
01-C00667 HESSEL HOLDING CO. dba					
	I-1510785	01 -5865210	STREET REPAIR SUCTION HOSES	074036	140.10
01-C00900 CYNTHIE CUMBIE dba CUST					
	I-1359	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	074038	388.00
	I-5871-26	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	074038	18.00
	I-752137	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	074038	148.00
01-E00217 EMSAR OF TEXAS					
	I-46147	01 -5432316	REPAIRS & MAI ANNUAL INSP-EMS COTS	074040	1,089.46
01-E00266 ERVIN & ERVIN ATTORNEYS					
	I-201506017464	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-JUNE 2015	074008	3,125.00
01-F00020 FAITH MARKETING SOLUTIO					
	I-0D14007541	01 -5321332	COMMUNITY SER TENT FOR COMM SVS OFFICER	074043	628.26
01-F00037 FASTENAL					
	I-OKMCA133558	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074044	114.01
	I-OKMCA133786	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074044	0.31
01-F00141 FIRE STORE					
	I-E1333056.001	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	074045	142.00
	I-E1342789	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	074045	71.77
01-G00316 GIVENS LAW FIRM, P.C.					
	I-26	01 -5214302	CONSULTANTS LEGAL FEES-GREEN	074048	5,765.94
01-I00049 IDEAL CLEANING					
	I-201505297457	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS-MAY 2015	074051	1,575.00
01-I00110 IMPRESS OFFICE SUPPLY					
	I-037564	01 -5653202	OPERATING SUP OFFICE SUPPLIES	074052	22.00
	I-037573	01 -5215202	OPERATING SUP OFFICE SUPPLIES	074052	3.00
01-I00262 INVESTIGATIVE CONCEPTS,					
	I-1212122480	01 -5653348	DRUG TESTING/ MISC BACKGROUND CHECKS	074053	39.90
01-J00494 AUTO ELECTRIC SALES/GPS					
	I-51194	01 -5225401	COMPUTER TECH LAPTOP MOUNTS	074055	693.91
01-L00339 LINCOLN EQUIPTMENT, INC					
	I-S1264811	01 -5543203	REPAIRS & MAI BOLTS FOR WATER SLIDE	074059	120.08
	I-S1265058	01 -5543202	OPERATING SUP LIFEGUARD SUPPLIES	074059	262.99
01-L00380 LOCKE SUPPLY CO.					

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380 LOCKE SUPPLY CO. continued					
	I-25726360-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074060	17.72
	I-25762011-00	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074060	66.81
	I-25818680-00	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074060	51.80
	I-25884733-00	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074060	28.34
01-L00428 LOWE'S CREDIT SERVICES					
	C-0073379	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	204.58-
	C-11743	01 -5548316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	143.19-
	I-01668	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	15.66
	I-02691	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	108.23
	I-04412	01 -5431204	SMALL TOOLS MISC SUPPLIES	074061	444.60
	I-07176	01 -5543202	OPERATING SUP MISC MAINT & REPAIR ITEMS	074061	786.17
	I-9002971	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	074061	56.94
	I-901881	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	189.92
	I-902447	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	77.29
	I-902568	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	8.52
	I-902753	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074061	27.52
	I-902802	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074062	1.87
	I-905049	01 -5431204	SMALL TOOLS MISC SUPPLIES	074062	75.98
	I-909589	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074062	47.55
01-M00487 MILLER OFFICE EQUIPMENT					
	I-MCA369079	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS-UB&C	074063	418.70
01-M00680 MUNICIPAL CODE CORP.					
	I-00255400	01 -5212339	CODIFICATION RECODIFICATION OF CODE	074065	1,116.97
01-MC0050 MCALESTER CHAMBER OF					
	I-14-02200	01 -5652330	DUES & SUBSCR MEMBERSHIP FEE	074067	25.00
	I-5180	01 -5210330	DUES & SUBSCR YRLY MEMBERSHIP DUES	074067	960.00
01-MC0060 MC ALESTER BLDG.FOUNDAT					
	C-201506027471	01 -5210330	DUES & SUBSCR CREDIT TO CORRECT VENDOR ERROR	000000	960.00-
	I-5180	01 -5210330	DUES & SUBSCR YEARLY MEMBERSHIP DUES	000000	960.00
01-MC0098 MCAFEE & TAFT					
	I-455994	01 -5214302	CONSULTANTS LEGAL FEES	074068	3,679.47
	I-455995	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	074068	168.00
	I-455996	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074068	3,768.00
	I-455997	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074068	4,044.00
	I-455998	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	074068	1,440.00
	I-455999	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP	074068	5,304.00
01-MC0140 MCALESTER PAINT & SUPPL					
	I-00105928	01 -5543202	OPERATING SUP POOL SUPPLIES	074070	86.75
	I-00106146	01 -5543202	OPERATING SUP POOL SUPPLIES	074070	398.20
	I-00106229	01 -5543202	OPERATING SUP POOL SUPPLIES	074070	93.24

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0169 MCALESTER REGIONAL HOSP					
	I-CITYLAB 4/30/15	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	074071	618.00
01-N00061 NATIONAL FIRE PROTECTIO					
	I-2843217-2015	01 -5431330	DUES & SUBSCR MEMBERSHIP FEES	074072	165.00
01-N00234 NEW HORIZONS COMPUTER L					
	I-INV-250955-T8Z7V1	01 -5225331	EMPLOYEE TRAV SYSTEM SECURITY TRAINING	074073	2,750.00
01-N00250 MCALESTER NEWS CAPITAL					
	I-300000633	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	074074	17.65
01-O00240 OKLA CORPORATION COMM.					
	I-6104834-2016	01 -5865202	OPERATING SUP FUEL TANK REG FEE-ST	074078	50.00
01-O00520 OIL-OK INDEPENDENT LIVI					
	I-052015-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	074081	2,000.00
01-O00556 OMAG-OK MUNICIPAL ASSUR					
	I-14-330-71-0020	01 -5215323	DAMAGES DEDUCTIBLE BILLING	074082	500.00
01-O00589 ORIENTAL TRADING CO.					
	I-671679879-01	01 -5431329	PROMOTIONAL FIRE PROMOTIONAL SUPPLIES	074083	265.64
01-P00242 PETER STASIAK					
	I-201505297458	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-STORM WATER MTG	074085	51.00
	I-201506027469	01 -5210331	EMPLOYEE TRAV TRAVEL EXP- BROKEN ARROW	074085	122.60
01-P00337 PITTS COUNTY CRIMINAL J					
	I-201505297459	01 -5213335	COUNTY INCARC INCARCERATION FEES-APRIL 2015	074086	7,348.00
01-P00451 PURCHASE POWER / PITNEY					
	I-1389093-MAY15	01 -5215317	POSTAGE POSTAGE FOR POSTAGE MACH	074088	770.99
01-P00510 PRO-KIL, INC					
	I-87882	01 -5542308	CONTRACTED SE PEST CONTROL-STIPE CTR	074089	126.00
01-P00560 PUBLIC SERVICE/AEP					
	I-201505277440	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PAVILION@ KOMAR	073995	42.92
	I-201505277440	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-KOMAR PARK	073995	65.48
	I-201505277440	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-FIRE EMER RESP CO	073995	620.91
	I-201505277440	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PD/NARC	073995	74.23
01-Q00007 QFS, LLC					
	I-7187	01 -5653213	SAFETY EXPENS YRLY FIRE EXT. TEST/TAGS	074090	8,313.50
01-S00184 SECURITY BANK CARD CENT					
	I-201506027470	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OMCCA CONF	074099	370.40
	I-201506027470	01 -5225331	EMPLOYEE TRAV TRAVEL EXP-CISSP TRAINING	074099	601.65

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00184 SECURITY BANK CARD CENT continued					
	I-201506027470	01 -5653202	OPERATING SUP PHONE HEADSET FOR HR	074099	244.95
	I-201506027470	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-POLICE TRAINING	074099	622.40
	I-201506027470	01 -5652331	EMPLOYEE TRAV TRAVEL EXP-ICC CERT TEST	074099	467.20
	I-201506027470	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MCAFEE-TAFT MTG	074099	55.55
	I-201506027470	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-SHAWNEE MTG	074099	15.00
	I-201506027470	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-SHAWNEE MTG	074099	5.12
	I-201506027470	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MCAPP MTG	074099	17.61
01-S00190 SECURITY SYS. & ENG. IN					
	I-30180	01 -5544308	CONTRACT LABO ALARM MONITORING SVS-SBC	074100	95.00
	I-30182	01 -5320202	OPERATING EXP ALARM SYSTEM REPAIRS	074100	141.00
	I-30185	01 -5548316	REPAIRS & MAI ALARM MONITORING SVS	074100	95.00
01-S00329 SHRED-IT USA, INC-OKLAH					
	I-9405935609	01 -5212308	CONTRACTED SE MONTHLY SHREDDING SVS	074101	64.00
01-S00444 SOUTHEAST DESIGN					
	I-471861	01 -5543202	OPERATING SUP LIFEGUARD T-SHIRTS	074102	984.00
01-S00642 SPECIAL OPS UNIFORMS, I					
	I-232874	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	074103	82.99
	I-232875	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	074103	82.99
	I-761578	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	074103	155.99
01-S00710 STANDARD MACHINE LLC					
	I-242029	01 -5431316	REPAIRS & MAI REPAIRS TO BRUSH #1	074104	200.00
01-S00726 STAPLES ADVANTAGE					
	I-14193	01 -5225202	OPERATING SUP MISC COMPUTER SUPPLIES	074105	39.67
	I-16450	01 -5225202	OPERATING SUP MISC COMPUTER SUPPLIES	074105	114.33
	I-17190	01 -5225202	OPERATING SUP MISC COMPUTER SUPPLIES	074105	33.94
	I-17388	01 -5225349	SOFTWARE MAIN ADOBE ACROBAT PRO FOR HR	074105	449.99
	I-3265748570	01 -5225202	OPERATING SUP MISC COMPUTER SUPPLIES	074105	315.95
	I-3265748572	01 -5225202	OPERATING SUP MISC COMPUTER SUPPLIES	074105	99.99
01-S00956 SWANK MOTION PICTURES,					
	I-2052771	01 -5215202	OPERATING SUP MOVIE RENTAL FEES	074106	401.00
01-T00010 T. H. ROGERS LUMBER CO.					
	I-503105	01 -5548203	REPAIRS & MAI SUPPLIES FOR OFFICE REMOD	074107	33.68
01-T00598 TULSA ASPHALT LLC					
	I-15011	01 -5865218	STREET REPAIR ASPHALT FOR EASY STREET	074109	5,502.20
01-U00020 UNITED STATES CELLULAR					
	I-0086832578	01 -5215315	TELEPHONE UTI CELL EXP-GENERAL	074110	1,833.19
01-V00150 VULCAN SIGN					

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-V00150 VULCAN SIGN	continued				
	I-272533	01 -5865203	REPAIR & MAIN SUPPLIES FOR TRAFFIC CONT	074113	996.60
01-W00040 WALMART COMMUNITY BRC					
	I-01455	01 -5543202	OPERATING SUP POOL SUPPLIES	074114	166.15
	I-02204	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074114	155.01
	I-02251	01 -5544203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074114	91.66
	I-03594	01 -5543202	OPERATING SUP POOL SUPPLIES	074114	186.64
	I-03732	01 -5320202	OPERATING EXP OPERATING SUPPLIES	074114	21.05
	I-06109	01 -5320202	OPERATING EXP OPERATING SUPPLIES	074114	59.70
	I-06729	01 -5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074114	104.50
	I-08416	01 -5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074114	77.52
	I-08512	01 -5432203	REPAIR & MAIN TV FOR FIRE DEPT.	074114	348.00
	I-09429	01 -5543202	OPERATING SUP POOL SUPPLIES	074114	80.11
01-W00195 WELDON PARTS INC.					
	I-1477521-00	01 -5431203	REPAIRS & MAI SMALL VEHICLE PARTS	074116	9.00
01-W00270 WHITE ELECTRICAL SUPPLY					
	I-S1889961.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074118	130.50
	I-S1896497.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074118	167.75
	I-S1901234.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074118	99.75
	I-S1901546.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074118	29.03
			FUND 01 GENERAL FUND	TOTAL:	84,418.56

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FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-A00103 ACCURATE LABS & MINING						
	I-S022131	02 -5973203	REPAIRS & MAI	PH PROBE FOR W PLANT WWM	074017	340.32
01-B00160 UNION IRON WORKS, INC.						
	I-S1859148.001	02 -5975209	UTILITY MAINT	MISC MAINT & REPAIR ITEMS	074028	38.43
	I-S1859392.001	02 -5975209	UTILITY MAINT	MISC MAINT & REPAIR ITEMS	074028	86.67
	I-S1859480.001	02 -5975209	UTILITY MAINT	MISC MAINT & REPAIR ITEMS	074028	123.60
01-B00314 BIO-AQUATIC TESTING, IN						
	I-00047243	02 -5973304	LAB TESTING	QTRLY TESTING FEE	074030	2,692.00
01-B00491 BRENNTAG SOUTHWEST, INC						
	I-BSW614788	02 -5973206	CHEMICALS	CHEMICALS FOR WWM	074031	973.80
01-C00840 CRAWFORD & ASSOCIATES P						
	I-8985	02 -5267302	CONSULTANTS	SPEC PJT-UB&C	074037	5,777.76
	I-8985	02 -5267302	CONSULTANTS	CONSULTANT FEES	074037	85.00
01-I00020 I B T, INC						
	I-6558179	02 -5973203	REPAIRS & MAI	COUPLINGS FOR PUMP-WWM	074050	309.83
01-K00210 KIAMICHI ELECTRIC COOP.						
	T-201505207422	02 -5267313	ELECTRIC UTIL	ELECTRIC EXP-HEREFORD LN	073975	401.56
01-K00225 KI BOIS COMMUNITY ACTIO						
	I-4/30/2015	02 -5866307	CONTRACTED RE	RECYCLE CENTER LABOR	074056	1,980.00
01-L00428 LOWE'S CREDIT SERVICES						
	I-07010	02 -5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	074061	24.18
01-M00532 MISTY VALLEY WATER CO.						
	I-96159	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CTR	074064	21.76
	I-96284	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CTR	074064	14.67
	I-96540	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CTR	074064	14.67
	I-96748	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CTR	074064	21.76
	I-96946	02 -5866230	RECYCLING CEN	WATER FOR RECYCLE CTR	074064	21.76
01-O00075 O'REILLY AUTO PARTS						
	I-0230-282997	02 -5973203	REPAIRS & MAI	REPLACEMENT BELTS	074076	127.71
	I-0230-285484	02 -5973203	REPAIRS & MAI	REPLACEMENT BELTS	074076	49.34
01-O00240 OKLA CORPORATION COMM.						
	I-6110493-2016	02 -5974330	DUES & MAINTE	FUEL TANK REG FEE-WT	074078	25.00
01-O00275 OKLA DEPT OF COMMERCE						
	I-062015-#8908	02 -5267521	CDBG LOAN #89	CDBG - EDIF #8908	074080	1,145.83
01-P00040 PACE ANALYTICAL SERVICE						
	I-157519082	02 -5973304	LAB TESTING	MONTHLY LAB TESTING FEE	074084	151.75

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00040	PACE ANALYTICAL SERVICE continued					
		I-157519201	02 -5973304	LAB TESTING MONTHLY LAB TESTING FEE	074084	16.75
01-P00560	PUBLIC SERVICE/AEP					
		I-201505207423	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-5200 WATERWORKS	073976	119.60
01-Q00035	QUILL OFFICE SUPPLIES					
		I-4236479	02 -5267202	OPERATING SUP INK FOR STOCK	074092	354.20
		I-4316509	02 -5267202	OPERATING SUP INK FOR STOCK	074092	670.28
		I-4356513	02 -5267202	OPERATING SUP INK FOR STOCK	074092	44.68
01-S00726	STAPLES ADVANTAGE					
		I-3265748571	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074105	49.80
		I-3265748573	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074105	12.00
		I-3265748574	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074105	112.68
		I-3265748575	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074105	65.19
		I-3265748576	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074105	39.60
		I-3265748577	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074105	9.49
		I-3265748578	02 -5267202	OPERATING SUP COPY PAPER FOR CITY HALL	074105	419.86
01-T00499	TRACTOR SUPPLY COMPANY					
		I-176440	02 -5216207	CLOTHING ALLO BOOT ALLOWANCE	074108	99.99
01-U00020	UNITED STATES CELLULAR					
		I-0086832578	02 -5267315	TELEPHONE UTI CELL EXP-MPWA	074110	627.96
01-U00051	UTILITY SUPPLY CO., INC					
		I-084512	02 -5975209	UTILITY MAINT MISC WATER REPAIR PARTS	074111	94.80
01-U00128	UNITED PACKAGING & SHIP					
		I-162331	02 -5973304	LAB TESTING SHIPPING FEES-WWT	074112	27.87
		I-162744	02 -5973304	LAB TESTING SHIPPING FEES-WWT	074112	36.63
				FUND 02 MPWA	TOTAL:	17,308.78

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-062015-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	074046	5,020.00
01-000240	OKLA CORPORATION COMM.					
		I-6107608-2016	03 -5876203	REPAIRS & MAI FUEL TANK REG FEE-AP	074078	50.00
01-000020	UNITED STATES CELLULAR					
		I-0086832578	03 -5876315	TELEPHONE UTI CELL EXP-AIRPORT	074110	27.97
				FUND 03 AIRPORT AUTHORITY	TOTAL:	5,097.97

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201505297453	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	074020	150.00
		I-201505297454	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074020	108.68
01-G00288	GERALDINE E MALKOWSKI					
		I-201505297455	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	074047	150.00
		I-201505297456	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074047	87.98
01-R00304	RICHELLE CHEYENNE					
		I-201505297460	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074095	90.85
01-S00580	AT & T					
		I-201505277443	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	073996	237.71
01-U00020	UNITED STATES CELLULAR					
		I-0086832578	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	074110	83.91
				FUND 08 NUTRITION	TOTAL:	909.13

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00016	FAIRBANKS SCALES, INC					
		I-1219165	09 -5864327	SUB TITLE D E TEST & CALIBRATE SCALES-I.	074042	2,404.02
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		2,404.02

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00664	MHBT INC.					
		1-346173	11 -5220302	CONSULTANTS YRLY ACTURIAL SERVICE	074021	12,793.19
				FUND 11 EMPLOYEE RETIREMENT TOTAL:		12,793.19

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 27 TOURISM FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00240 EOSC - MOUNTAINEER RADI					
	I-14-02144	27 -5655317	ADVERTISING RADIO AD-TOURISM	074041	150.00
01-MC0134 MCALESTER MAIN STREET					
	I-052015-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	074069	1,141.59
01-P00450 PRIDE IN MCALESTER					
	I-052015-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	074087	2,250.00
01-S00184 SECURITY BANK CARD CENT					
	I-201506027470	27 -5655331	TRAVEL & TRAI TRAVEL EXP-CHACTAW LUNCH	074099	31.45
01-S00726 STAPLES ADVANTAGE					
	I-08428	27 -5655318	PRINTING BANNERS & SIGNS FOR EVENT	074105	59.39
01-U00020 UNITED STATES CELLULAR					
	1-0086832578	27 -5655315	TELEPHONE UTI CELL EXP-TOURISM	074110	52.97
			FUND 27 TOURISM FUND	TOTAL:	3,685.40

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH					
		I-62729547	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	074029	686.14
01-J00110	JACKIE BRANNON CORR. CT					
		I-20150231	28 -5654308	CONTRACT SERV MONTHLY INMATE FEE	074054	92.95
01-L00078	LAMBERT MECHANICAL INC					
		I-150311	28 -5654316	REPAIRS & MAI HVAC REPAIRS	074057	775.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-04488	28 -5654316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074061	22.85
		I-07413	28 -5654316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074061	207.86
01-P00510	PRO-KIL, INC					
		I-87464	28 -5654316	REPAIRS & MAI QTRLY PEST CONTROL	074089	445.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201505277440	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO RV PARK	073995	47.01
01-S00009	SADLER PAPER CO					
		I-19934	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	074098	259.15
01-S00190	SECURITY SYS. & ENG. IN					
		I-30174	28 -5654203	REPAIR & MAIN REPLACE SEC. CAMERA MONIT	074100	816.00
01-U00020	UNITED STATES CELLULAR					
		I-0086832578	28 -5654315	TELEPHONE UTI CELL EXP-EXPO	074110	83.91
01-W00040	WALMART COMMUNITY BRC					
		I-01606	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	074114	27.32
		I-05689	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	074114	138.95
				FUND 28 SE EXPO CENTER	TOTAL:	3,601.94

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 29 E-911

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00743 ASSOC OF CENTRAL OK GOV					
	I-6868	29 -5324331	EMPLOYEE TRAV TRAINING EXP-APCO	074023	158.00
01-M00715 MUSKOGEE COMMONICATIONS					
	I-214331	29 -5324316	REPAIRS-MAINT E-911 RADIO REPAIRS	074066	540.00
01-U00020 UNITED STATES CELLULAR					
	I-0086832578	29 -5324315	TELEPHONE UTI CELL EXP-E-911	074110	27.97
01-W00392 WINDSTREAM CORPORATION					
	I-201505277442	29 -5324315	TELEPHONE UTI PHONE EXP-E-911 CTY TRUNK LN	073997	451.46
			FUND 29 E-911	TOTAL:	977.43

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
KIRK RIDENOUR		I-201505297450	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ICSC CONF	074013	212.11
01-MC0134	MCALESTER MAIN STREET					
		I-052015-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	074069	1,141.58
01-000275	OKLA DEPT OF COMMERCE					
		I-062015-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	074079	282.50
01-P00450	PRIDE IN MCALESTER					
		I-052015-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	074087	2,250.00
01-R00260	RETAIL ATTRACTIONS LLC					
		I-0613	30 -5652302	CONSULTANTS CONSULTING SVS-ECON DEV	074094	2,500.00
01-R00464	ROBISON INTERNATIONAL,					
		I-052015-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	074097	2,000.00
01-S00184	SECURITY BANK CARD CENT					
		I-201506027470	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ICSC CONF	074099	647.00
		I-201506027470	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ICSC CONF	074099	638.82
		I-201506027470	30 -5652350	BUSINESS DEVE TRAVEL EXP-BUS DEV LUNCH	074099	36.03
		I-201506027470	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV TRAINING	074099	1,261.20
				FUND 30 ECONOMIC DEVELOPMENT TOTAL:		10,969.24

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00200 ADAM TRUE VALUE & AG SU					
	I-272618	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	074018	62.68
01-A00770 BOLTE ENTERPRISES, INC					
	I-957570	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	074025	98.54
	I-957612	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	074025	4.15
01-B00150 BEALES GOODYEAR TIRES					
	I-1-GS15848	35 -5862203	REPAIRS & MAI TIRES FOR PD-42	074027	372.68
01-C00245 CATHEY & ASSOCIATES, L.					
	I-37846	35 -5862203	REPAIRS & MAI WINDOW REPAIR ON PD-91	074033	140.00
01-G00490 GRISSOM IMPLEMENT INC					
	I-479368	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	074049	52.22
01-N00271 FREEDOM FORD INC					
	I-163187	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIR	074075	42.95
	I-163197	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIR	074075	42.95
	I-163210	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIR	074075	42.95
	I-163217	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIR	074075	67.39
	I-163234	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIR	074075	45.95
01-O00075 O'REILLY AUTO PARTS					
	C-0230-287202	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	25.44-
	C-0230-288296	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	36.00-
	I-0230-286432	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	11.54
	I-0230-286564	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	90.20
	I-0230-287060	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	141.36
	I-0230-287061	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	0.44
	I-0230-287087	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	43.93
	I-0230-287129	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	34.00
	I-0230-287177	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	121.58
	I-0230-287185	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	54.85
	I-0230-287191	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	25.44
	I-0230-287266	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074076	62.69
	I-0230-287397	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	132.49
	I-0230-287662	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	16.58
	I-0230-287930	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	16.58
	I-0230-288022	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	6.54
	I-0230-288282	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	253.34
	I-0230-288293	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	75.28
	I-0230-288344	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	6.25
	I-0230-288938	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	074077	63.79
01-Q00022 KEITH COFFEE DBA QUALIT					
	I-2036	35 -5862203	REPAIRS & MAI TRANS REPAIRS-PD-81	074091	608.42
01-R00090 RAM INC					

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00090 RAM INC	continued				
	I-23179	35 -5862203	REPAIRS & MAI FUEL FOR FLEET MAINT	074093	99.00
01-R00405 RIVERSIDE AUTO PLEX					
	I-118431	35 -5862203	REPAIRS & MAI MISC AUTO PARTS & MAINT.	074096	48.86
01-S00710 STANDARD MACHINE LLC					
	I-241839	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	074104	113.24
01-U00020 UNITED STATES CELLULAR					
	I-0086832578	35 -5862315	TELEPHONE UTI CELL EXP-FLEET MAINT	074110	62.32
01-W00195 WELDON PARTS INC.					
	I-1474724-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074116	23.72
01-W00269 WHITES TRACTORS					
	I-580804	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074117	307.00
			FUND 35 FLEET MAINTENANCE TOTAL:		3,330.66

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
FUND : 41 CIP FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712 ARVEST BANK dba ARVEST					
	I-062015-800150300	41 -5862401	FLEET MAINTEN VEHICLE LEASE 800-1503001-001	074022	3,210.15
01-D00217 DEERE CREDIT, INC.					
	I-062015-#0063527	41 -5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	074039	1,140.15
	I-062015-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	074039	1,821.57
01-F00170 FIRST NATIONAL BANK					
	I-062015-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	074046	3,370.84
01-L00079 LANDPLAN CONSULTANTS, I					
	I-INVOICE 11	41 -5652402	TRAILS GRANT CONSULTANT FEE-BELMONT TR	074058	6,525.50
01-W00194 WELCH STATE BANK					
	I-062015-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	074115	1,517.90
	I-062015-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	074115	2,555.73
			FUND 41 CIP FUND	TOTAL:	20,149.84
				REPORT GRAND TOTAL:	165,646.16

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	===LINE ITEM==== ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	==GROUP BUDGET== ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2014-2015	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	2,000.00				
	01 -5210302	CONSULTANTS/LABOR RELATION	14,724.00	68,000	11,361.20-	Y			
	01 -5210330	DUES & SUBSCRIPTIONS	960.00	3,300	68.11-	Y			
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	266.88	6,100	595.68-	Y			
	01 -5212308	CONTRACTED SERVICES	64.00	1,150	274.00				
	01 -5212317	ADVERTISING & PRINTING	17.65	2,000	233.73-	Y			
	01 -5212339	CODIFICATION	1,116.97	13,000	6,500.00				
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	586.34	2,100	500.88-	Y			
	01 -5213335	COUNTY INCARCERATION EXPEN	7,348.00	104,544	8,624.00				
	01 -5214302	CONSULTANTS	12,570.41	95,000	24,881.81-	Y			
	01 -5215202	OPERATING SUPPLIES	404.00	31,500	313.88				
	01 -5215312	EQUIPMENT RENTALS	1,292.20	21,000	3,088.07-	Y			
	01 -5215313	ELECTRIC UTILITY	803.54	294,500	19,872.55				
	01 -5215315	TELEPHONE UTILITY	1,900.00	35,000	1,645.89				
	01 -5215317	POSTAGE	770.99	12,600	1,281.81				
	01 -5215323	DAMAGES	500.00	17,236	15,769.65				
	01 -5225202	OPERATING SUPPLIES	689.88	1,500	442.42				
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	3,351.65	10,000	3,302.48				
	01 -5225349	SOFTWARE MAINTENANCE	449.99	75,000	14,588.29				
	01 -5225401	COMPUTER TECHNOLOGY	917.91	15,000	0.47				
	01 -5320202	OPERATING EXPENSE	782.10	4,500	491.33				
	01 -5320331	EMPLOYEE TRAVEL & TRAINING	1,202.71	3,000	799.60				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	622.40	10,000	2,374.09				
	01 -5321332	COMMUNITY SERVICES PROGRAM	628.26	7,500	1,410.79				
	01 -5431202	OPERATING SUPPLIES	182.02	16,900	2,116.28				
	01 -5431203	REPAIRS & MAINT SUPPLIES	72.00	7,900	423.25				
	01 -5431204	SMALL TOOLS	520.58	4,100	958.63				
	01 -5431207	CLOTHING ALLOWANCE	1,172.04	26,600	404.40				
	01 -5431316	REPAIRS & MAINTENANCE	200.00	2,000	1,189.37				
	01 -5431328	INTERNET SERVICE	62.95	3,829	194.22				
	01 -5431329	PROMOTIONAL	265.64	5,000	994.17				
	01 -5431330	DUES & SUBSCRIPTIONS	165.00	8,000	1,547.00				
	01 -5432203	REPAIR & MAINT SUPPLIES	559.73	5,000	390.09				
	01 -5432316	REPAIRS & MAINTENANCE	1,089.46	6,000	3,390.54				
	01 -5542203	REPAIRS & MAINT SUPPLIES	746.27	53,500	4,558.52				
	01 -5542308	CONTRACTED SERVICES	1,376.00	14,400	782.25				
	01 -5543202	OPERATING SUPPLIES	3,378.24	11,000	1,604.99				
	01 -5543203	REPAIRS & MAINT SUPPLIES	564.36	9,000	246.38				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	142.63	13,500	3,059.36				
	01 -5544308	CONTRACT LABOR	95.00	18,000	5,258.75				
	01 -5547308	CONTRACTED SERVICES	368.04	4,660	220.00				
	01 -5547328	INTERNET SERVICE	61.07	720	49.07				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	773.18	50,000	819.24				
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,575.00	21,950	1,455.00				
	01 -5548316	REPAIRS & MAINTENANCE	48.19-	22,500	8,589.77-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=LINE ITEM= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=GROUP BUDGET= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	01 -5652207	CLOTHING ALLOWANCE	100.00	750	134.07				
	01 -5652330	DUES & SUBSCRIPTIONS	25.00	3,500	2,002.42				
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	467.20	5,600	1,643.94				
	01 -5653202	OPERATING SUPPLIES	266.95	1,000	101.42-	Y			
	01 -5653213	SAFETY EXPENSE	8,764.92	28,620	1,343.85				
	01 -5653348	DRUG TESTING/PHYSICALS	657.90	12,000	2,893.75				
	01 -5865202	OPERATING SUPPLIES	50.00	1,200	793.03				
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	1,053.54	60,500	13,898.45				
	01 -5865218	STREET REPAIRS & MAINTENAN	5,650.30	261,000	13,724.29				
	01 -5865328	INTERNET SERVICE	83.85	1,920	78.08				
	02 -5216207	CLOTHING ALLOWANCE	99.99	1,000	213.03-	Y			
	02 -5267202	OPERATING SUPPLIES	1,777.78	9,472	907.87				
	02 -5267302	CONSULTANTS	5,862.76	42,000	3,676.40				
	02 -5267313	ELECTRIC UTILITY	521.16	392,448	41,159.13				
	02 -5267315	TELEPHONE UTILITY	627.96	83,827	4,661.18				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	0.04				
	02 -5866230	RECYCLING CENTER EXPENSE	94.62	2,300	46.26				
	02 -5866307	CONTRACTED RECYCLE SERVICE	1,980.00	22,800	240.00				
	02 -5973203	REPAIRS & MAINT SUPPLIES	907.20	45,000	8,747.61				
	02 -5973206	CHEMICALS	973.80	2,400	72.46-	Y			
	02 -5973304	LAB TESTING	2,925.00	32,100	1,174.14				
	02 -5974330	DUES & MAINTENANCE	25.00	500	25.00				
	02 -5975209	UTILITY MAINTENANCE SUPP.	343.50	82,500	29,672.07				
	02 -5975230	SEWER MAIN REPAIR	24.18	20,000	3,167.94				
	03 -5876203	REPAIRS & MAINT SUPPLIES	50.00	1,700	212.42				
	03 -5876315	TELEPHONE UTILITY	27.97	350	17.28				
	03 -5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	0.00				
	08 -5549308	CONTRACT SERVICES	587.51	15,500	1,650.63				
	08 -5549315	TELEPHONE UTILITY	321.62	3,386	55.06-	Y			
	09 -5864327	SUB TITLE D EXPENSE	2,404.02	90,000	36,122.20				
	11 -5220302	CONSULTANTS	12,793.19	38,020	9,778.68				
	27 -5655315	TELEPHONE UTILITY	52.97	900	67.28				
	27 -5655317	ADVERTISING	150.00	13,600	4,499.28				
	27 -5655318	PRINTING	59.39	15,000	7,486.16				
	27 -5655331	TRAVEL & TRAINING	31.45	5,000	3,820.15				
	27 -5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	2,250.00				
	27 -5655353	MAIN STREET PROGRAM	1,141.59	13,700	1,142.51				
	28 -5654203	REPAIR & MAINT SUPPLIES	1,075.15	16,846	2,403.28				
	28 -5654210	CONCESSION SUPPLIES	852.21	16,721	3,869.50-	Y			
	28 -5654308	CONTRACT SERVICES	92.95	3,046	2,167.52				
	28 -5654313	ELECTRIC UTILITY	47.01	57,000	693.19-	Y			
	28 -5654315	TELEPHONE UTILITY	83.91	2,700	1,239.84				
	28 -5654316	REPAIRS & MAINTENANCE	1,450.71	31,100	1,441.75-	Y			
	29 -5324315	TELEPHONE UTILITY	479.43	59,499	10,358.21				
	29 -5324316	REPAIRS-MAINTENANCE	340.00	5,900	1,071.84				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	158.00	4,500	1,801.31				
	30 -5211352	MISC PRIDE IN MCALESTER	2,250.00	28,100	3,350.00				
	30 -5211353	MAIN STREET PROGRAM	1,141.58	12,600	42.62				
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	2,000.00				
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00				
	30 -5652302	CONSULTANTS	2,500.00	125,000	97,030.00				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	2,759.13	17,500	3,153.62				
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	36.03	24,600	12,721.62				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	3,268.34	240,000	21,605.43				
	35 -5862315	TELEPHONE UTILITY	62.32	732	51.51				
	41 -5652402	TRAILS GRANT PROJECT	6,525.50	236,798	176,893.25				
	41 -5862401	FLEET MAINTENANCE	3,210.15	57,200	44,359.40				
	41 -5865510	LEASE PAYMENTS	10,414.19	60,599	9,662.86-	Y			
	** 2014-2015 YEAR TOTALS **		165,646.16						

NO ERRORS

** END OF REPORT **

PACKET: 12853 CLAIMS FOR 06/09/2015
VENDOR SET: 01
BANK : FNB FIRST NATIONAL BANK

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2015	1,066.22CR
01	6/2015	83,332.34CR
02	5/2015	521.16CR
02	6/2015	16,787.62CR
03	6/2015	5,097.97CR
08	5/2015	237.71CR
08	6/2015	671.42CR
09	6/2015	2,404.02CR
11	6/2015	12,793.19CR
27	6/2015	3,685.40CR
28	5/2015	47.01CR
28	6/2015	3,554.93CR
29	5/2015	451.46CR
29	6/2015	525.97CR
30	6/2015	10,969.24CR
35	6/2015	3,330.66CR
41	6/2015	20,149.84CR
ALL		165,646.16CR

ACH PAYMENT
FOR
June 9, 2015
CLAIMS

PACKET: 12857 TOURISM RENT-JUNE 2015
VENDOR SET: 01
FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00500	PARROTT COMPANY, LLC					
		I-201505267436	27 -5655340	OFFICE RENT TOURISM OFFICE RENT-JUNE 2015	000000	558.20
				FUND 27 TOURISM FUND	TOTAL:	558.20
					REPORT GRAND TOTAL:	558.20

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	===LINE ITEM=== ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	===GROUP BUDGET=== ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2014-2015	27 -5655340	OFFICE RENT	558.20	6,700	1.60				
	** 2014-2015 YEAR TOTALS **		558.20						

NO ERRORS

** END OF REPORT **

RECEIVED ON
APR 15 20
CITY CLERK'S OFFI

AGREEMENT FOR THE PARTIAL FUNDING OF THE 2016 JUNIOR SUNBELT CLASSIC

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

WHEREAS, the City and School desire to enter into this Agreement pursuant to the Interlocal Cooperation Act (74 O.S.1001); and

WHEREAS, the City and School desire to use government assets in a efficient and effective manner for the benefit of both parties; and

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the "2016 Junior Sunbelt Baseball Classic", which is scheduled for the week of June 3 through 8, 2016.

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

1. **City.** The City agrees to contribute, after being properly invoiced by the School, fifteen thousand dollars ($15,000) for the partial cost of umpire fees and motel expenses for the Sunbelt Classic.

2. **School.** The School agrees to provide the City with a detailed report accounting for the City contribution by no later than August 15, 2016. Further, the School agrees to remit, at the time the School issues its detailed report, any City monies not spent for the purposes outlined in number one.

3. **Term and Termination.** The term of this Agreement shall be from June 1, 2016 until September 1, 2016.

4. **Miscellaneous Provisions:**

   a. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

   b. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason to be held invalid, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this _____ day of April, 2015.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

McALESTER PUBLIC SCHOOLS

By: _____
Janet Wansick, Board President

ATTEST:

_____
Mike Sossamon, Clerk of the Board

RECEIVED ON
AUG 21 2014
IN CITY CLERK'S OFFICE

2014 SUNBELT EXPENSES		
BANQUET	City of McAlester	$ 315.00
	Wal-Mart	$ 424.33
	Decorations	
	Celia Mullins	$ 130.66
	Kris Wood	$ 140.95
	Stephenson Wholesale Co.	$ 925.35
CONCESSION	Sooner Coca Cola	$ 1,350.50
	Peformance Food Groups	$ 1,582.32
	Lovera's	$ 284.00
		$ 37.90
	Wal-Mart	
	Hiland Dairy	$ 294.00
		$ 87.77
		$ 26.46
	Stephenson Wholesale Co.	$ 1,031.01
Meal Prep Reinbursement	Paula Beshears	$ 34.15
SUPPLIES	Midwest Sports	$ 4,395.62
HOTEL	AmericInn	$ 9,295.00
T-SHIRTS	Custom Screen Printing	$ 5,065.25
UMPIRES	15 Umpires (50 games)	$ 7,020.00
GUEST SPEAKER	Ryan Folmer-head baseball coach at Oral Roberts University in Tulsa	$ 150.00
McAlester Public School Transportation	Bus	$ 3,058.50
	Total Estimated Expenses	$ 35,648.77

Sunbelt 2014 Deposits

Date	Account	Amount	Total
6/5/2014	Meals	$ 375.00	$ 375.00
	gate	$ 1,715.00	$ 2,090.00
6/6/2014	gate	$ 1,794.00	$ 3,884.00
	programs	$ 450.00	$ 5,534.00
	t-shirts	$ 1,200.00	$ 5,084.00
	concession	$ 1,043.00	$ 6,577.00
6/7//14	gate	$ 828.00	$ 7,405.00
	programs	$ 185.00	$ 9,495.00
	t-shirts	$ 1,905.00	$ 9,310.00
	concession	$ 1,306.60	$ 10,801.60
6/8/2014	gate	$ 510.00	$ 11,311.60
	programs	$ 40.00	$ 12,206.60
	t-shirts	$ 855.00	$ 12,166.60
	concession	$ 942.80	$ 13,149.40
6/9/2014	gate	$ 560.00	$ 13,709.40
	programs	$ 25.00	$ 14,499.40
	t-shirts	$ 765.00	$ 14,474.40
	concession	$ 850.00	$ 15,349.40
6/10/2014	gate	$ 644.00	$ 15,993.40
	programs	$ 105.00	$ 16,983.40
	t-shirts	$ 885.00	$ 16,878.40
	concession	$ 1,116.00	$ 18,099.40
6/11/2014	gate	$ 488.00	$ 18,587.40
	programs	$ 50.00	$ 19,972.40
	t-shirts	$ 1,335.00	$ 19,922.40
	concession	$ 1,203.33	$ 21,175.73
	concession	$ 105.00	$ 21,280.73

Total Deposits	**$**	**21,280.73**

PROJECTED COSTS FOR 2015
JUNIOR SUNBELT

ITEM	*COST*
BANQUET DECORATIONS	*$500.00*
EXPO RENTAL	*$315.00*
UMPIRES	*$8,500.00*
LODGING	*$12,500.00*
FOOD	*$3,500.00*
MISC VENDORS	*$800.00*
T-SHIRTS ETC.	*$3,500.00*
COACHES EXPENSES	*$1,200.00*
MPS-TRANSPORTATION	*$1500.00*

TOTAL EXPENSES

$32,315.00

2016 Sunbelt Expenses (Estimate)

RECEIVED ON
APR 15 2016
IN CITY CLERK'S OFFICE

Banquet

- City of McAlester - $315.00
- US Food - $400.00
- Wal-Mart - $600.00
- Decorations - $200.00
- PFG - $350.00

Concession

- Sooner Coca Cola - $700.00
- Performance Food Groups – $650.00
- Lovera's – $250.00
- Wal-Mart – $620.00
- Hyland Dairy - $100.00
- Indian Nation Wholesale - $500.00
- Redwood Distributing – $400.00

Hotel

- AmericInn - $9,000.00

T-Shirts

- CSP - $3,500.00

Umpires

- 14 Umpires = $7770.00
    1. 45 Games@ $70.00 X2 ($140.00) = $6300.00
    2. 5 Games @ $70.00 X3 ($210.00) = $1050.00
    3. 1 Assigning Fee = $350.00

McAlester Public Schools Transportation

- Bus - $3,800.00

Total Estimated Expenses - $29,155.00

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

Oklahomans for Independent Living

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

May 1, 2015

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

Dear Mr. Stasiak,

Oklahomans for Independent Living (OIL) has received a new 2015 Ford Glaval lift-equipped bus through a grant received from the Section 5310 Program, Transportation for the Elderly and Persons with Disabilities, administered by the Oklahoma Department of Human Services, Aging Services Division. The 2015 Ford Glaval has replaced the 2003 Ford StarTrans, that has completed its useful life.

OIL has secured funding to place signage on the new bus and signage will be completed on May 8, 2015. The City of McAlester has supported OIL in the past, and signage of the support will be displayed on the bus.

The Transportation Program provides door to door, lift-equipped public transportation, for people that are elderly, people with disabilities and the public, at a minimum of 5 days a week. Door to door transportation has historically been the missing piece to the transit systems, in the area.

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

The operational expense for the Transportation Program for 2015-2016 is $42,020. When preparing the City of McAlester budget for the new fiscal year 2015-2016, please consider funding OIL in the amount of $24,000.00. The funding will be used specifically for the Transportation Program. This amount will assist OIL in providing accessible, door to door transportation to McAlester citizens that have disabilities and the elderly.

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

Sincerely,

Pam Pulchny

Pam Pulchny,
Executive Director

United Way of Southeastern Oklahoma
United Way

Oklahomans for Independent Living
Transportation Budget
July 1, 2015 to June 30, 2016

Transportation Specialist/Drivers	$26,000
Fringe Benefits	$ 5,500
Insurance	$ 2,420
Fuel	$ 4,600
Maintenance	$ 1,000
Occupancy, Phone, Supplies	$ 2,500
Grand Total	$42,020

City of McAlester Funding
Transportation Budget
July 1, 2015 to June 30, 2016

Transportation Specialist/Drivers	$18,500
Fringe Benefits	$ -
Insurance	$ 2,000
Fuel	$ 3,000
Maintenance	$ 500
Occupancy, Phone, Supplies	$ -
Grand Total	$24,000

AGREEMENT BETWEEN THE CITY OF MCALESTER

AND

OKLAHOMANS FOR INDEPENDENT LIVING

This Agreement, made and entered into this 1st day of July, 2015 by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

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

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

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

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

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

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

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

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

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

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

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

The term of this agreement shall be for the 2015-2016 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2016, unless sooner mutually ratified

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

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

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

CITY OF MCALESTER

An Oklahoma Municipal Corporation

_____

Steve Harrison, Mayor

_____

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the _____ day of _____, 2015.

OKLAHOMANS FOR INDEPENDENT LIVING

Pamela Pulchny

Pamela Pulchny, Executive Director

Approved as for form and legality:

_____

Ervin & Ervin Attorneys, by William J. Ervin

City Attorney

AGREEMENT FOR THE PARTIAL FUNDING OF THE 2015 WILD WEST FESTIVAL

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

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the 2015 Wild West Festival which is scheduled for October 2nd and 3rd, 2015.

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

1. **City.** The City agrees to contribute, after being properly invoiced to OTA, Twelve Thousand Eight Hundred Dollars ($12,800) for the partial cost of entertainment and promotion for the 2015 Wild West Festival. Funding will be disbursed through McAlester Tourism Department.

2. **OTA.** OTA agrees to provide the City with a detailed report accounting for the City contribution no later than November 30, 2015. Further, OTA agrees to remit, at the time OTA issues its detailed report, any City monies not spent for the purposes outlined in Section 1.

3. **Term and Termination.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

4. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable, it shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this _____ day of June, 2015.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By:_____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

OLD TOWN ASSOCIATION

By: Brenda Bayles

ATTEST:

_____

Old Town Association

May 6, 2015

Dear Sirs:

We, the Old Town Association, would like to take this opportunity to say thank you for your past support of the Wild West Festival (WWF). WWF 2014 was one of the most successful events for us to date. We attribute this to the hard work of a lot of volunteers and the support of the City of McAlester. We recorded an attendance of about 4,500 attendees. Our vendors were very happy with their sales as well as our local businesses.

WWF 2015 is scheduled to be held October 2 & 3, now a 2-day event! We have plans in the works for the Wild Color Stampede (5K run), Wild West Stampede Poker Run, Wild West Street Dance along with a lot of street entertainment, vendors and activities.

Old Town Association has a budget of $3000.00 in our bank account allotted for the festival, as well as, a proposed vendor budget of $2,400 (40 estimated vendor booths at $60.00 each) Old Town Association has also held fundraisers for this event such as our seasonal bake sale and membership fees totaling $500.00. With a grand total of $5,900 that Old Town Association will be contributing for this year's Festival.

Our current budget plan needs include but are not limited to:

Entertainment	$4,000.00
Radio Advertising	4,500.00
Newspaper Advertising	2,000.00
Current Magazine	1,000.00
Social Media	500.00
Sound Equipment Rental	200.00
Photographer	200.00
Stage Manager	200.00
MC	200.00
Total	$12,800.00

We will also be advertising in as many free venues as possible such as Oklahoma Tourism, Oklahoma Living Magazine, and Discover Oklahoma.

Thank you in advance for your continued support.

Brenda Baxter
Old Town Association President

PUBLIC WORKS PROJECT CONTRACT BY AND BETWEEN THE OKLAHOMA DEPARTMENT OF CORRECTIONS AND City Of McAlester

This contractual agreement is entered into by, and between, the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, **City of McAlester**, hereinafter, **Public Agency or City of McAlester**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

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

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

1. The Public Agency requests that the offender workers perform the following responsibilities:

Street Maintenance; lawn maintenance; general labor; housekeeping; and trash pickup.

The above explanation should include a brief description of the Public Works Project indicating the location and type of work required and will request the number of prisoners it needs to accomplish the Public Works Project.

The Public Agency will also provide work orders, job duties and assignments, and any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.

3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit nor to supervise other offenders or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.

5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.

6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.

7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:

   a. The cost of transportation of the prisoners to and from the project;
   b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
   c. The cost of guarding the prisoners;
   d. The cost of all tools and materials furnished by the DOC, if any;
   e. The cost of the salaries of the assigned prisoners; and
   f. Miscellaneous. Specify: **None**

   The Public Agency may be allowed to provide services to the DOC in exchange for the offender labor, as long as the services are enumerated in this agreement and are of an equivalent or greater fair market value.

8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.

9. The Director of the Department of Corrections or his designee will at all times during the term of this contract have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.

10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).

11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).

12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.

13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.

14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.

15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.

16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.

18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.

19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.

21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.

22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.

23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:
City of McAlester
P.O. Box 578
McAlester, OK. 74502

For the Department:
Jackie Brannon Correctional Center
P.O. Box 1999
McAlester, OK 74502

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."

25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.

26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.

27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devises modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.

    B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure, OP-090106 (Section VII. item D.).

28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:

    1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by offenders assigned to the Public Agency will be the responsibility of the Public Agency.

2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.

3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.

4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.

B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:

1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

29. INDEMNIFICATION

A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.

B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement."

30. PRISON RAPE ELIMINATION ACT (§115.17 and (§115.77)

Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Contractor, its employees, agents, or representative and an offender is expressly forbidden.

(1) Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
(2) Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

(3) Been civilly or administratively adjudicated to have engaged in the activity described above. Any contractor who engages in sexual abuse will be prohibited from contact with offenders and will be reported to law enforcement agencies and to relevant licensing bodies.

Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. DOC may also terminate the contract immediately when violations are found.

DATE OF EXECUTION:

Date: **07/01/2015**

_____
for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

_____
for the Public Agency

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

_____
Notary Public

My commission expires: _____
My commission number is: _____

PUBLIC WORKS CONTRACT
OKLAHOMA DEPARTMENT OF CORRECTIONS
City of McAlester (Expo Center)

DATE:

$ 0.00		A.	The cost of transportation of the offenders to and from the project.
$ 110.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 5 offenders at a rate of $1.00 per day
$ 0.00		C.	The cost of guarding the offenders.
$0.00		D.	The cost of all tools and materials furnished by the Department.
$100.00		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment. (5 offenders at a rate of not less than $10.00 per month and not to exceed $20.00 per month per offender)
$ 0.00		F.	Other miscellaneous. (See addendum)
$ 210.00		**SUBTOTAL**	
21.00		Plus 10%	
$ 231.00		**TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY**	

Oklahoma Department of Corrections	Agency Representative

These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

PUBLIC WORKS CONTRACT
OKLAHOMA DEPARTMENT OF CORRECTIONS
City of McAlester (Carl Albert Parkway)

DATE:

$ 0.00		A.	The cost of transportation of the offenders to and from the project.
$ 132.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 6 offenders at a rate of $1.00 per day
$ 0.00		C.	The cost of guarding the offenders.
$0.00		D.	The cost of all tools and materials furnished by the Department.
$120.00		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment.(6 offenders at a rate of not less than $10.00 per month and not to exceed $20.00 per month per offender)
$ 0.00		F.	Other miscellaneous. (See addendum)
$ 252.00		**SUBTOTAL**	
25.20		Plus 10%	
$ 277.20		**TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY**	

Oklahoma Department of Corrections	Agency Representative

These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

PUBLIC WORKS CONTRACT
OKLAHOMA DEPARTMENT OF CORRECTIONS
City of McAlester (Cemetery Crew)

DATE:

$ 0.00		A.	The cost of transportation of the offenders to and from the project.
$ 66.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 3 offenders at a rate of $1.00 per day
$ 0.00		C.	The cost of guarding the offenders.
$0.00		D.	The cost of all tools and materials furnished by the Department.
$60.00		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment.(3 offenders at a rate of not less than $10.00 per month and not to exceed $20.00 per month per offender)
$ 0.00		F.	Other miscellaneous. (See addendum)
$ 126.00		**SUBTOTAL**	
12.60		Plus 10%	
$ 138.60		**TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY**	

Oklahoma Department of Corrections	Agency Representative

These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

(R 5/12)

BIZTEL

COMMUNICATIONS, LLC

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

McAlester City Hall
28 E Washington
McAlester, Ok. 74501

Equipment Covered

Samsung iDCS Digital Telephone Sets and Inside Wiring

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

Effective Date 7/1/2015 through 6/30/2016

Fixed Yearly Rate - $ 1950.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

_____
Name and Title

BIZTEL

COMMUNICATIONS, LLC

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

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

Customer

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

AGREEMENT SCHEDULE
Non-System Service Contract Coverage

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

Equipment Covered

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

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

Effective Date 7/1/2015 through 6/30/2016

Fixed Yearly Rate - $ 3220.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

_____
Name and Title

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

555 Anton Boulevard, Suite 200
Costa Mesa, CA 92626

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

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

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

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

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

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

Promotions

Edgemarc 4552 - Free Rental w/3 year term

Notes

1. All hardware costs are taxable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subscriber's Authorized Representative	MegaPath Signature
Name	Name
Title	Title
Date	Date

at&t

MASTER AGREEMENT

Customer	AT&T
City of McAlester Street Address: 801 N 9TH ST City: McAlester State/Province: OK Zip Code: 745014201 Country: United States	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: JAMES STANFORD Title: Street Address: 28 E WASHINGTON AVE City: MC ALESTER State/Province: OK Zip Code: 74501-4236 Country: United States Telephone: 9184239300 Fax: Email: james.stanford@cityofmcalester.com	Street Address: 509 S DETROIT AVE City: TULSA State/Province: OK Zip Code: 74120 Country: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

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

(a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

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

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

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

2. AT&T DELIVERABLES

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

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

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

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

3. CUSTOMER'S COOPERATION

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

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

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

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

4. PRICING AND BILLING

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

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

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

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

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

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

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

4.8 **Adjustments to MARC.**

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

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

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

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

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

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

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 **Limitation of Liability.**

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

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

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

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

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

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

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

7. THIRD PARTY CLAIMS

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

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

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

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

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

8. SUSPENSION AND TERMINATION

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

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

(a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees..

(d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

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

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

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

9. IMPORT/EXPORT CONTROL

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

10. MISCELLANEOUS PROVISIONS

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

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

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

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

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

10.6 **Assignment and Subcontracting**.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AT&T ILEC PLEXAR® II SERVICE
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms

Customer	**AT&T**
CITY OF MCALESTER, OK Public Works Authority Street Address: PO BOX 578 City: MCALESTER State/Province: OK Zip Code: 74502 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices** ☒ **Primary Contact AT&T**
Name: JAMES STANFORD Title: TECHNOLOGY MANAGER Street Address: 28 E WASHINGTON AVE City: MCALESTER State/Province: OK Zip Code: 74501 Country: USA Telephone: Fax: Email: Customer Account Number or Master Account Number:	Name: BRANDEN STEPHENSON Street Address: 675 W PEACHTREE RD- 28TH FLR City: ATLANTA State/Province: GA Zip Code: 30308 Country: USA Telephone: 404-927-6522 Fax: Email: BS486Y@ATT.COM Sales/Branch Manager: JOHN STONE SCVP Name: DEBRA HARRISON Sales Strata: NGEM Sales Region: SOUTHWEST With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the service(s) identified below ("Service") in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT http://www.att.com/gen/public-affairs?pid=11695 IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable tariff or guidebook in any way. In the event a tariff or guidebook term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The Effective Date of this CSO is the date signed by the last party.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T ILEC PLEXAR® II SERVICE
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	Plexar ® II Service

1.2 Service Provider(s) and Service Publication

Service Provider (Select all that apply.)		Service Publication (incorporated by reference)	Service Publication Location
☐	**AT&T Arkansas**	AT&T Service Publications, including AT&T Arkansas Guidebook, Part 5, Section 4	http://cpr.att.com/guidebook/ar/index.html
☐	**AT&T Kansas**	AT&T Service Publications, including AT&T Kansas Guidebook, Part 5, Section 4	http://cpr.att.com/guidebook/ks/index.htmll
☐	**AT&T Missouri**	AT&T Missouri Guidebook, including Section 4, Part 5	http://cpr.att.com/pdf/mo/mo.htm
☒	**AT&T Oklahoma**	AT&T Service Publications, including AT&T Oklahoma Guidebook, Part 5, Section 4	http://cpr.att.com/guidebook/ok/index/html
☐	**AT&T Texas**	AT&T Texas Tariffs, including General Exchange Tariff, Section 5	http://cpr.att.com/pdf/tx/tx.htm

2. SERVICE TERM and EFFECTIVE DATES

Service Term	36
Service Term Start Date	Effective Date of the Confirmation of Service Order or the date on which Service is available for Customer use, whichever is later.
Effective Date of Rates	Service Term Start Date
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Service Term.
Rates Following end of Service Term	applicable Service Publication rates then in effect

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period
All Service components	50% plus the remainder of any installation and non-recurring charges that have been deferred per Section 4.2	Until the end of the Service Term
*Early termination charge applies only to those disconnected stations in excess of 35% of the highest number of stations thus far during the contract. term.		

4. RATES, CHARGES AND QUANTITY

4.1 Services Covered

Address Covered:
Street Address: 1212 N WEST ST
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 1310 N 3RD ST
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 1403 E CHICKASAW AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

4.2 Non-Recurring/Installation Charges

ITEM	Non-Recurring/Installation Charge
Installation Discount*	
Subsequent Addition Discount Rate**	

*To be used in determining the present worth of Termination Liability pursuant to Section 4, above and to be used in determining the annuity factor for deferral of initial installation and/or non-recurring charges.

**To be used in determining the annuity factor for deferral of Subsequent installation and/or non-recurring charges.

4.3 Deferred Non-Recurring Charges

Deferred Non-Recurring Charge
The above charge shall be deferred over the Service Term

5. **Entire Agreement:** This is a Confirmation of Service Order for Plexar Service, as that Service is offered in the applicable, filed State Tariff(s) or Guidebook. This supersedes all prior representations, warranties, or agreements, whether oral or written, express or implied.

For internal use only	
Billing Telephone Number for Existing service, if applicable:	
Program Code:	
Order Type:	☐ New Install ☐ Renewal

End of Document

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

Customer CITY OF MCALESTER, OK Telephone Number 9184239300410 Date Issued _____

4.1 Services Covered

Address Covered:
Street Address: 14 TORREY PINES CT
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 1501 E WASHINGTON AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 1600 E COLLEGE AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

Address Covered:
Street Address: 227 W COMANCHE AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 2701 N 4TH ST
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Initial Installation Discount Rate: _____

- To be used in determining the present worth of Termination Liability pursuant to Item 4 of the Pricing Schedule.
- To be used in determining the annuity factor for deferral of initial installation and/or non-recurring charges.

Subsequent Addition Discount Rate: _____

- To be used in determining the annuity factor for deferral of Subsequent Installation and/or non-recurring charges.

Customer Elects to defer the following amount of non-recurring charges over the Plexar Contract Period: $_____

THIS ADDENDUM MAY BE REISSUED, AS REQUIRED, TO REFLECT SERVICE AND/OR EQUIPMENT CHANGES ORDERED BY THE CUSTOMER. CUSTOMER ACKNOWLEDGES THAT ADDITIONAL STATIONS BEYOND THE INITIAL QUANTITY ARE SUBJECT TO TERMINATION LIABILITY.

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

Customer CITY OF MCALESTER, OK Telephone Number 9184239300410 Date Issued ____

4.1 Services Covered

Address Covered:
Street Address: 28 E WASHINGTON AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 301 W JEFFERSON AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 409 W SPRINGER AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

Address Covered:
Street Address: 440 S GEORGE NIGH EXPY
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 4500 W HIGHWAY 270
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
2	$7.00	2	$7.80			

Initial Installation Discount Rate: _____

- To be used in determining the present worth of Termination Liability pursuant to Item 4 of the Pricing Schedule.
- To be used in determining the annuity factor for deferral of initial installation and/or non-recurring charges.

Subsequent Addition Discount Rate: _____

- To be used in determining the annuity factor for deferral of Subsequent Installation and/or non-recurring charges

Customer Elects to defer the following amount of non-recurring charges over the Plexar Contract Period: $_____

THIS ADDENDUM MAY BE REISSUED, AS REQUIRED, TO REFLECT SERVICE AND/OR EQUIPMENT CHANGES ORDERED BY THE CUSTOMER. CUSTOMER ACKNOWLEDGES THAT ADDITIONAL STATIONS BEYOND THE INITIAL QUANTITY ARE SUBJECT TO TERMINATION LIABILITY.

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

at&t

Customer CITY OF MCALESTER, OK

Telephone Number 9184239300410

Date Issued _____

4.1 Services Covered

Address Covered:
Street Address: 500 S 3RD ST
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 607 VILLAGE BLVD
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
8	$7.00	1	$7.80			

Address Covered:
Street Address: 727 S GEORGE NIGH EXPY
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

Address Covered:
Street Address: 801 N 9TH ST
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Address Covered:
Street Address: 917 LARUE RD
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
1	$7.00	1	$7.80			

Initial Installation Discount Rate: _____

- To be used in determining the present worth of Termination Liability pursuant to Item 4 of the Pricing Schedule.
- To be used in determining the annuity factor for deferral of initial installation and/or non-recurring charges.

Subsequent Addition Discount Rate: _____

- To be used in determining the annuity factor for deferral of Subsequent Installation and/or non-recurring charges

Customer Elects to defer the following amount of non-recurring charges over the Plexar Contract Period: $_____

THIS ADDENDUM MAY BE REISSUED, AS REQUIRED, TO REFLECT SERVICE AND/OR EQUIPMENT CHANGES ORDERED BY THE CUSTOMER. CUSTOMER ACKNOWLEDGES THAT ADDITIONAL STATIONS BEYOND THE INITIAL QUANTITY ARE SUBJECT TO TERMINATION LIABILITY.

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

Customer CITY OF MCALESTER, OK

Telephone Number 9184239300410

Date Issued _____

4.1 Services Covered

Address Covered:
Street Address: 28 E WASHINGTON AVE
City: MCALESTER
State/Province: OK
Zip/Postal Code: 74501

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System
29	$203.00	29	$226.20			

Address Covered:
Street Address:
City:
State/Province:
Zip/Postal Code:

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System

Address Covered:
Street Address:
City:
State/Province:
Zip/Postal Code:

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System

AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED

Address Covered:
Street Address:
City:
State/Province:
Zip/Postal Code:

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System

Address Covered:
Street Address:
City:
State/Province:
Zip/Postal Code:

Station Quantity	Fixed Rate Per Station	Station Line Facilities Quantity	Fixed Rate Per Station Line Facility	Initial Installation Connection Charge Per Station	Service Establishment Charge Per Serving Central Office	Supersedure Fee per System

Initial Installation Discount Rate: _____

- To be used in determining the present worth of Termination Liability pursuant to Item 4 of the Pricing Schedule.
- To be used in determining the annuity factor for deferral of initial installation and/or non-recurring charges.

Subsequent Addition Discount Rate: _____

- To be used in determining the annuity factor for deferral of Subsequent Installation and/or non-recurring charges.

Customer Elects to defer the following amount of non-recurring charges over the Plexar Contract Period: $_____

THIS ADDENDUM MAY BE REISSUED, AS REQUIRED, TO REFLECT SERVICE AND/OR EQUIPMENT CHANGES ORDERED BY THE CUSTOMER. CUSTOMER ACKNOWLEDGES THAT ADDITIONAL STATIONS BEYOND THE INITIAL QUANTITY ARE SUBJECT TO TERMINATION LIABILITY.

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

Service & License Agreement for McAlester, OK

Organization	City of McAlester			URL	http://www.cityofmcalester.com/
Street Address	28 E. Washington				
Address 2	P.O. Box 578				
City	McAlester	State	OK	Postal Code	74502

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

Emergency Contact & Mobile Phone	Pete Stasiak, 918-421-9900
Emergency Contact & Mobile Phone	James Stanford, 918-424-4961
Emergency Contact & Mobile Phone	

Billing Contact	Toni Ervin			E-Mail	toni.ervin@cityofmcalester.com
Phone	918-423-9300	Ext.	4961	Fax	918-421-4970
Billing Address	P.O. Box 578				
Address 2	28 E. Washington				
City	McAlester	ST	OK	Postal Code	74502
Tax ID #	736005314			Sales Tax Exempt #	736005314
Billing Terms	Annual			Account Rep	Carrie Broeckelmann
Info Required on Invoice (PO or Job #)	PO				

Contract Contact	Pete Stasiak			Email	pete.stasiak@cityofmcalester.com
Phone	918-423-9300	Ext.	4964	Fax	918-421-4970

Project Contact	James Stanford			Email	james.stanford@cityofmcalester.com
Phone	918-423-9300	Ext.	2591	Fax	918-421-4970

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Terms & Conditions

Client Deliverable

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

Additional Services

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

Billing & Payment Terms

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

Agreement Renewal

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

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Support

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

Marketing

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

Intellectual Property, Ownership & Content Responsibility

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

Indemnification

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

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Force Majeure

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

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Acceptance

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

The City of McAlester, OK — Date 11/14/11

CivicPlus — Date 11-10-11

Sign and Fax this Copy	And – Mail Two (2) Signed Originals
Attn: Contract Manager Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

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

--Remainder of this page left intentionally blank—

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Exhibit A - CivicPlus Project Deliverables

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

Project Development	$24,965
First Year's Annual Support, Maintenance & Hosting *Server Storage not to exceed20x GB; Media Center Storage not to exceed 10 GB*	FREE
Total Fees Year 1	**$24,965**

Year 2 and Beyond Annual Support, Maintenance & Hosting *Subject to annual 5% increase*	$4,265

--Remainder of this page left intentionally blank--

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Project Development

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

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Project Development Includes the Following:

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

Annual Support, Maintenance & Hosting Service Include the Following:

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

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-226-2233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

Exhibit B – Redesign Details

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

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated 8-7-12, 2012 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and the City of McAlester, Oklahoma on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

(a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.

(b) "Home Market" means the market in which the U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market').

(c) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(b) Data Services. Customer's use of the data services portion of Service (currently known as **easy**edge[sm] Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B.

(c) BlackBerry® Services.

i. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM License(s) can be found at http://www.rim.com/legal/index.shtml. As a condition to receiving any BlackBerry portion of the Service, Customer shall agree to and comply with the RIM License(s). Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer agree to the applicable RIM License(s) as may be required by RIM.

ii. Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

3. **Customer Support.**

USCC shall provide Customer with a major account support team and customer support as set forth in Exhibit C.

4. **RATES AND CHARGES.**

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

(b) With respect to the BlackBerry portion of the Service, if any, Customer shall pay the rates set forth in the attached Exhibit E.

(c) USCC reserves the right to pass through to Customer with prior written notice any increased cost imposed on USCC by RIM with respect to Customer's usage of the BlackBerry portion of the Service. Customer agrees to pay any such cost passed through by USCC.

(d) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D or Exhibit E, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

5. **EQUIPMENT.**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 18 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit G hereto.

6. BILLING AND PAYMENT.

USCC shall bill Customer on a monthly basis for all amounts due hereunder. **Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.** USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

8. TERM AND TERMINATION.

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire twelve (12) months thereafter (the "Initial Term"). The term of this Agreement may be renewed for successive 12 month periods (each a "Renewal Period') upon written approval by Customer with a maximum of three (3) Renewal Periods under this Agreement.

(b) **Termination.** Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether

voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee of $150.00 per terminated line of Service. Starting in the 5th month after the line of Service is activated, the ETF will be reduced by $7.50/month (24 month Initial Term) or $18.50/month (12 month Initial Term).

(d) **Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

10. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO

CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT.

11. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

12. LIMITS OF LIABILITY.

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

13. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR

ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

14. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

15. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

16. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

17. NO WAIVER; SEVERABILITY.

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

18. NOTICE.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:
Attn: Kenneth Wills
4700 S. Garnett Rd.
Ste 100
Tulsa, OK 74146

Customer:
Attn: _____

_____

_____

With a copy to:
United States Cellular Corporation
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

19. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

20. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

21. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

22. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

23. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

24. CONFIDENTIALITY.

(a) Confidential Information. "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the

receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) Maintaining Confidentiality.

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) Ownership and Return of Confidential Information. Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) Required Disclosures. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR CORPORATION

By: Tommy Arens

Name: Tommy Arens

Title: Director of Sales

CITY OF MCALESTER, OK

By: Steve Harrison

Name: Steve Harrison

Title: Mayor

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
UNITED STATES CELLULAR CORPORATION
AND
[_____]

EXHIBIT A

CURRENT COVERAGE MAP

(See page 20)

EXHIBIT B

U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. Limited License. The developer of the Application ("Developer") hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term "Application" includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

2. Restrictions. You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

3. Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

4. Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

5. Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU "AS IS." DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER'S LIABILITY

FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

7. Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

8. Government. If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

9. Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

EXHIBIT C

CUSTOMER SUPPORT

Account Team Contact Information:

Ken Wills BAE918-698-9246 cell 918-270-5605 office
kenneth.wills@uscellular.com

Chelsea Henderson Sales Support
918-270-5617 office
chelsea.henderson@uscellular.com

Customer Service Contact Information:

Business to Business 1-800-819-9373

EXHIBIT D

RATES

Cellular Rate Plan

Business Community Pooled 300 per user. All 96 users are on one account which pools 300 minutes per cell phone plus the following free add features.

96 users x 300 minutes = 26,100 pooled minutes. Light green on Exhibit A , Maps
$29.99 per line with 20% discount ($6.00) = $23.99 per line.
Total for voice = $2,303.04

- Free Unlimited Incoming Calls from any phone.
- Free Unlimited Mobile-To-Mobile Calls (U.S. Cellular® to U.S. Cellular®)
- 30 Minutes of Roaming Per Line 96 X 30 = 2,880 pooled minutes Green on Exhibit A ,Maps

U.S. Cellular® offers a 5GB data plan:
9 lines $30.00 each = $270.00
1 line tethering = $24.95
Total for Data = $294.95

Text Package:
- 8 lines with 250 Text messaging package = $4.95 (Unlimited Incoming Free)

Total for Text Packages = $39.60

Grand Total = $2,637.39 per monthly access.

USCC shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

"Application Charges" means the charges incurred for all monthly subscription fees and "per use" fees for data applications.

"Data Network Usage Charges" means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

EXHIBIT E

BLACKBERRY SERVICE RATES

BlackBerry® BES Server Service $10.00 per month per lines
Plus $30.00 per month per line for Data

EXHIBIT F

EQUIPMENT

A $50.00 discount from the new or renewal 24 month price list. Price not to go below a penny per phone.

71 phones voice only: Samsung Freeform 4 $9.99 your price $.01
16 Quantico $79.99 less $50.00 = $29.99 your price

Smart phones:

Motorola Electric $179.99 less $50.00 = $129.99
Samsung Galaxy S3 $249.99 32GB model less $50.00 = $199.99
Samsung Galaxy S3 $199.99 16GB model less $50.00 = $149.99

Price list sent as requested

EXHIBIT G

BLACKBERRY EQUIPMENT

U.S. Cellular® has 2 current models in our inventory

Curve 9350
Torch 9850

Presque Isle
Bismarck
Fargo
Duluth
Billings
Minneapolis
Saint Paul
Stevens Point
Green Bay
Bangor
Montpelier
Augusta
Sheridan
Pierre
Rapid City
Rochester
La Crosse
Portland
Concord
Manchester
Falls
Sioux Falls
Madison
Milwaukee
Grand Rapids
Lansing
Buffalo
Rochester
Brattleboro
Albany
Hartford
Boston
Providence
Waterloo
Rockford
Detroit
Cedar Rapids
Des Moines
Benton Harbor
Chicago
Toledo
Cleveland
South Bend
Fort Wayne
Akron
Cheyenne
North Platte
Omaha
Davenport
Newark
Yonkers
Lincoln
Logansport
Pittsburgh
Jersey City
New York
Harrisburg
Trenton
Boulder
Kirksville
Champaign
Columbus
Morgantown
Philadelphia
Denver
Aurora
Springfield
Indianapolis
Manhattan
Topeka
Kansas City
Effingham
Cincinnati
Washington DC
Dover
Salina
Columbia
Arlington
Annapolis
Colorado Springs
Saint Louis
Frankfort
Emporia
Jefferson City
Louisville
Charleston
Charlottesville
Pueblo
Hutchinson
Iola
Lexington-Fayette
Lynchburg
Richmond
Wichita
Roanoke
Norfolk
Arkansas City
Joplin
Springfield
Virginia Beach
Branson
Chesapeake
Enid
Tulsa
Cookeville
Knoxville
Winston Salem
Greensboro
Elizabeth City
Nashville
Raleigh
Santa Fe
Oklahoma City
Fayetteville
Athens
Greenville
Albuquerque
Little Rock
Asheville
Charlotte
McAlester
Lawton
Darlington
Wilmington
Lubbock
Wichita Falls
Birmingham
Atlanta
Columbia
Roswell
Augusta
Dallas
Fort Worth
Arlington
Shreveport
Jackson
Montgomery
El Paso
Baton Rouge
Mobile
Tallahassee
Austin
Houston
New Orleans
San Antonio
Tampa
Corpus Christi
Honolulu
Hialeah

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: May 29, 2015

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

EST	**874081029**
CREDITOR	TRUST NO.
615 N Hudson, Suite 300 Oklahoma City, OK 73102	
MAILING ADDRESS	
Construction Services	Invoice: 34410
ITEM	ITEM NO.
April 30, 2015 CIP #2	$12,075.00
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

Peter Stasiak

City Manager or Chairman

Date: May 29, 2015

Date Approved: _____

Date Paid: _____

_____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

615 N Hudson, Suite 300
Oklahoma City, OK 73102
Phone: (405) 815-3600
Fax: (405) 815-4080

April 30, 2015
Project No: 6005029.000
Invoice No: 34410

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

Project 6005029.000 CIP #2_6th Street and A Street

Professional Services from April 01, 2015 to April 30, 2015

Phase 001 A Street

Fee

Billing Phase	Fee	Percent Complete	Earned	
Construction Management Services	68,250.00	90.00	61,425.00	
Materials Testing	21,450.00	90.00	19,305.00	
Audit	6,500.00	0.00	0.00	
Total Fee	96,200.00		80,730.00	
		Previous Fee Billing	44,850.00	
		Current Fee Billing	35,880.00	
	Total Fee			**35,880.00**
		Total this Phase		**$35,880.00**

Phase 002 6th Street

Fee

Billing Phase	Fee	Percent Complete	Earned	
Construction Management	36,750.00	40.00	14,700.00	
Materials Testing	11,550.00	40.00	4,620.00	
Audit Services	4,500.00	0.00	0.00	
Total Fee	52,800.00		19,320.00	
		Previous Fee Billing	7,245.00	
		Current Fee Billing	12,075.00	
	Total Fee			**12,075.00**
		Total this Phase		**$12,075.00**

Total this Invoice **$47,955.00**

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: June 1, 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	**874081029**
CREDITOR	TRUST NO.

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

Professional Services	Invoice: MC-14-06-07
ITEM	ITEM NO.

May 31, 2015	CIP #3	$12,771.50
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak

City Manager or Chairman

Date: June 1, 2015

Date Approved: _____

Date Paid: _____

_____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

INFRASTRUCTURE SOLUTIONS GROUP, LLC
Consulting Engineers

INVOICE SUBMITTED TO:

May 31, 2015

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

Invoice # MC-14-06-07

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

Construction Start Date:	November 14, 2014
Calendar Days in Contract:	330 days
Calendar Days Added by Change Order	16 days
Percentage Complete to Date:	198/346 = 57.2%

CONSTRUCTION MANAGEMENT – $40,000.00 57.2% of $40,000.00	$ 22,880.00
RESIDENT PROJECT REPRESENTATIVE - $103,500.00 57.2% of $103,500.00	$ 59,202.00
TOTAL SERVICES BILLED TO DATE	$ 82,082.00
LESS PREVIOUSLY INVOICED	- $ 69,310.50
TOTAL DUE THIS INVOICE	**$ 12,771.50**

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: June 2, 2015

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

T. McDonald Construction	**874081029**
CREDITOR	TRUST NO.

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

Construction Services	Invoice: Payment # 7
ITEM	ITEM NO.

May 19, 2015	CIP #3	$276,480.32
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

Peter Stasiak

City Manager or Chairman

Date: June 2, 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. 7

	Application Period: 4/15/15 TO 5/19/15	Application Date: 5/19/2015
To (Owner): CITY OF MCALESTER	From (Contractor): T. MCDONALD CONST, INC	Via (Engineer): Mehlburger Brawley
Project: SECOND STREET IMPROVEMENTS CIP #3	Contract:	
Owner's Contract No.: N/A	Contractor's Project No.: 2099	Engineer's Project No.: MC-14-01

Application For Payment

Change Order Summary

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)	$	$976,330.29
5. RETAINAGE:		
a. 10% X $890,613.20 Work Completed	$	$89,061.32
b. 10% X $85,717.09 Stored Material	$	$8,571.71
c. Total Retainage (Line 5a + Line 5b)	$	$97,633.03
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$878,697.26
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$602,216.94
8. AMOUNT DUE THIS APPLICATION	$	$276,480.32
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	$1,843,340.34

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: Allen McDonald Date: 05 29 15

Payment of: $ $276,480.32
(Line 8 or other - attach explanation of the other amount)

is recommended by: (Engineer) (Date) 5/30/15

Payment of: $ $276,480.32
(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 Applicatic

For (contract)
MC-14-01

Application Numl
7

Application Period
4/15/2015 TO 5/19/2015

Application Date
5/19/2015

A				B	C	D	E	F		G
Item		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)
Bid Item No	Description									
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	250	$11,875.00		$11,875.00	11.7%	$89,537.50
4	BASE REPAIR-AGG BASE TYPE A	220	$85.00	$18,700.00	220	$18,700.00		$18,700.00	100.0%	
5	LIME	68	$200.00	$13,600.00						$13,600.00
6	LIME STABILIZED SUBGRADE *(6 IN OF AGG BASE)	12800	$12.00	$153,600.00	928	$11,136.00		$11,136.00	7.3%	$142,464.00
7	TACK COAT	3000	$1.00	$3,000.00	3000	$3,000.00		$3,000.00	100.0%	
8	PRIME COAT	135	$10.00	$1,350.00	135	$1,350.00		$1,350.00	100.0%	
9	DRIVING SURFACE (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	600	$140.00	$84,000.00	600	$84,000.00		$84,000.00	100.0%	
10	BASE REPAIR PATCH (OVERLAY) SUPERPAVE S5 (PG64-22)-3	75	$150.00	$11,250.00	75	$11,250.00		$11,250.00	100.0%	
11	RCP BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	70	$150.00	$10,500.00	70	$10,500.00		$10,500.00	100.0%	
12	WATER LINE BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22	25	$150.00	$3,750.00	25	$3,750.00		$3,750.00	100.0%	
13	COLD MILLING PAVEMENT (OVERLAY)	3700	$8.00	$29,600.00	3700	$29,600.00		$29,600.00	100.0%	
14	PC CONCRETE FOR PAVEMENT (PLACEMENT)	11520	$24.50	$282,240.00	928	$22,736.00		$22,736.00	8.1%	$259,504.00
15	PC CONCRETE FOR PAVEMENT (PLACEMENT)	2600	$132.00	$343,200.00	224	$29,568.00		$29,568.00	8.6%	$313,632.00
16	CONCRETE JOINT SEALING	23625	$1.20	$28,350.00	1408	$1,689.60		$1,689.60	6.0%	$26,660.40
17	CONCRETE CURB (6" BARRIER-INTEGRAL)	4400	$9.00	$39,600.00	318	$2,862.00		$2,862.00	7.2%	$36,738.00
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	2	$13,200.00		$13,200.00	100.0%	
22	INTEL CI DES 3 (STD)	1	$7,150.00	$7,150.00	1	$7,150.00		$7,150.00	100.0%	
23	6" PERFORATED UNDERDRAIN ROUND	6000	$10.00	$60,000.00	412	$4,120.00		$4,120.00	6.9%	$55,880.00
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	1110	$7,770.00		$7,770.00	9.3%	$76,230.00
26	REMOVAL OF SIDEWALK	1300	$4.00	$5,200.00	640	$2,560.00		$2,560.00	49.2%	$2,640.00
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	928	$10,161.60	$54,190.84	$64,352.44	45.9%	$75,807.56
29	CONCRETE JUCTION BOXES	4	$4,500.00	$18,000.00	3	$13,500.00		$13,500.00	75.0%	$4,500.00
30	19' X30" RC PIPE CLASS III	23	$200.00	$4,600.00	23	$4,600.00		$4,600.00	100.0%	
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 COMMANCHE 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	1225	$79,625.00	$4,423.79	$84,048.79	44.4%	$105,101.21

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36	4' ID CONCRETE PRE-CAST MANHOLE	10	$5,500.00	$55,000.00	5	$27,500.00		$27,500.00	50.0%	$27,500.00
37	SEWER SERVICE CONNECTION	75	$950.00	$71,250.00	24	$22,800.00	$1,875.50	$24,675.50	34.6%	$46,574.50
38	SEWER LINE AGGREGATE BASE FOR SURFACE REPAIR	2910	$10.00	$29,100.00	1565	$15,650.00		$15,650.00	53.8%	$13,450.00
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	$54,600.00		$54,600.00	100.0%	
41	6" PVC C-900 WATER MAIN	2830	$24.00	$67,920.00	2065	$49,560.00		$49,560.00	73.0%	$18,360.00
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	6	$12,000.00		$12,000.00	100.0%	
44	6" WATER MAIN CONNECTION	4	$1,000.00	$4,000.00	3	$3,000.00		$3,000.00	75.0%	$1,000.00
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	10	$8,000.00	$134.99	$8,134.99	92.4%	$665.01
49	NEW FIRE HYDRANT ASSEMBLY	10	$5,500.00	$55,000.00	7	$38,500.00	$3,113.50	$41,613.50	75.7%	$13,386.50
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	1	$1,600.00	$3,701.87	$5,301.87	82.8%	$1,098.13
52	WATER SERVICE RECONNECTION (SHORT)	55	$900.00	$49,500.00	27	$24,300.00	$11,965.40	$36,265.40	73.3%	$13,234.60
53	WATER SERVICE RECONNECTION (LONG)	40	$900.00	$36,000.00	25	$22,500.00	$6,311.20	$28,811.20	80.0%	$7,188.80
54	WATER AGGREGATE BASE FOR SURFACE REPAIR	600	$10.00	$6,000.00	600	$6,000.00		$6,000.00	100.0%	
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	0.5	$7,500.00		$7,500.00	50.0%	$7,500.00
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 ABANDONED SEWER SERVICE LINES	9	$200.00	$1,800.00	9	$1,800.00		$1,800.00	100.0%	
CO1-2	ADD ADDITIONAL CASING WITH END SEALS	1	$1,500.00	$1,500.00	1	$1,500.00		$1,500.00	100.0%	
CO1-3	REVISED ELEVATION FOR CURB INLET DUE TO UTILITY	1	$750.00	$750.00	1	$750.00		$750.00	100.0%	
	Totals			**$2,722,037.50**		**$890,613.20**	**$85,717.09**	**$976,330.29**	35.9%	**$1,745,707.21**

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Stored Material Summary

Contractor's Application

For (contract): CITY OF MCALESTER SECOND STREEET IMPROVEMENTS

Application Number: 7

Application Period: 4/15/2015 TO 5/19/2015

Application Date: 5/19/2015

A	B	C	D		E		F		G
			Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
Invoice No	Shop Drawing Transmittal No	Materials Description	Date (Month/Y	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	
80309		WATER SERVICE CONNECTION FITTINGS	11/2014	$18,166.27			5/2015	$15,268.65	$2,897.62
80306		WATER AND SEWER LINE PIPE/ GATE VALVES	11/2014	$29,141.54			1/2015	$29,141.54	
11170142		ARCH PIPE 18"X 29" RCP	12/2014	$1,504.20			2/2015	$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			3/2015	$9,029.00	
80533		18" METER CANS	11/2014	$5,177.50			3/2015	$2,173.51	$3,003.99
80532		2" VH77-15B-11-77-NL SETTER	11/2014	$3,952.74			3/2015	$988.18	$2,964.56
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			3/2015	$2,850.00	$2,725.35
80532		8"X4" SDR-26 WYE W/SCH40 OUTLET	11/2014	$2,577.58			3/2015	$1,125.00	$1,452.58
80530		5/8" X 3/4" ZENNER WATER METER	11/2014	$5,693.18			3/2015	$2,020.00	$3,673.18
80530		10"X1" CC 315 TAPPING SADDLE	11/2014	$6,636.52			3/2015	$1,224.00	$5,412.52
80933		16" PVC STARGRIP W/ACC	1/2015	$2,559.54			2/2015	$2,559.54	
80933		10: PVC STARGRIP W/ACC	1/2015	$6,546.50			2/2015	$6,546.50	
80933		6" PVC STARGRIP X/ACC	1/2015	$3,698.37			5/2015	$2,725.45	$972.92
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			5/2015	$10,163.14	$2,887.07
81118		5-1/4 B84B 3-WAY 3'6 BURY FIRE HYDT L/ACC	1/2015	$18,067.50			3/2015	$14,954.00	$3,113.50
44744		57,043 sq ft of Tensar Roadrain RDS			$54,190.84	$54,190.84			$54,190.84
		Totals		**$139,759.04**	**$54,190.84**	**$54,190.84**		**$108,232.83**	**$85,717.05**

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CARLOYN S. NICKLE
President

M[illegible] NICKLE
[illegible]als Manager

FENSCO, INC.

Corrugated Plastic Pipe • Corrugated Metal Pipe • Geotextiles
Guardrail • Hiway Safety Products
1983 N. Birch • P.O. Box 934
Jenks, OK 74037 • (918) 298-4844

AH Tubby 918 639-03

PO NO.	ORDER TAKEN BY	PROJECT NO.		SHIP VIA	FOB	DATE SHIP	DATE OF INVOICE	DATE OF ORDER
Tubby	MN	2nd Street Cryot McAlester	☐ COLLECT ☐ PREPAID			3-4-15	3-20-15	—

SOLD TO: T McDonald Const
PO Box 1043
Enfaula Okla 74432

SHIP TO: Sam 815 N. Main
Enfaula Okla

QUAN ORDERED	DESCRIPTION	PRICE	PER UNIT	NET TOTAL PRICE	
1	57,043 sqft Tensar Roadrain RDS 6338.11 sqyds	8.55	sqyd	54190	84
2					
3					
4					
5					
6					
7					
8	(Pay App 7)				
9					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20	Cryot McAlester Rpt				
21	1ex Sqft				
22					
23					
24	Please see Attached Trunk Bill of Lading (1)				
25				54190	84

TERMS: NET 30 DAYS —
1½% ON PAST DUE. ANNUAL PERCENTAGE RATE 18%.

REC. BY _____ DATE _____

SHORTAGE OF MATERIAL MUST BE NOTED ON THIS TICKET

TRANS.	—	
MISC.	—	
TAX	—	
TOTAL AMT. DUE	$ 54190	84

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

WHITE - CUSTOMER COPY YELLOW - OFFICE COPY PINK - SALES TAX GOLD - DELIVERY

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: June 2, 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.

Carstensen Contracting	**874081029**
CREDITOR	TRUST NO.

P.O. Box 754 Pipestone, MN 56164
MAILING ADDRESS

Construction Services	Invoice: Payment # 5
ITEM	ITEM NO.

June 1, 2015	CIP #2	$ 368,009.20
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

Peter Stasiak

City Manager or Chairman

Date: June 2, 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. 5

To (Owner): City of McAlester	Application Period: April 6, 2015 to May 2, 2015	Application Date: 5/5/2015		
	From (Contractor): Carstensen Contracting, Inc.	Via (Engineer): Caleb Riemer, Ph.D., P.E.		
Project: Reconstruction of A Street and 6th Street	Contract: CIP 2	Original (Days): 180	Changed (Days): 125	Remaining (Days): 55
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: #6005029		

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
	0	(2,572.17)
TOTALS	0	(2,572.17)
NET CHANGE BY CHANGE ORDERS		(2,572.17)

1. ORIGINAL CONTRACT PRICE		$ 2,882,649.25
2. Net change by Change Orders		$ (2,572.17)
3. CURRENT CONTRACT PRICE (Line 1 ± 2)		$ 2,880,077.08
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)		$ 2,129,952.35
5. MATERIALS STORED ON HAND a. Paid This Estimate	$ -	$ -
b. Removed This Estimate		$ -
5. RETAINAGE:		
a. 5% x $ 2,129,952.35 Work Completed		$ 106,497.62
b. - x $ 300.00 Liquidated Damages		$ -
c. Total Retainage (Line 5a + Line 5b)		$ 106,497.62
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		$ 2,023,454.73
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		$ 1,655,445.53
8. AMOUNT DUE THIS APPLICATION		$ 368,009.20
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)		$ 750,124.74

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against and 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: 5/7/2015

Payement of: $ 368,009.20
(Line 9 or other - attach explanation of other amount)

is recommended by: (Engineer) 6/2/15 (Date)

Payment of: $
(Line 8 or other - attach explanation of other amount)

is approved by: (Owner) (Date)

Approved by: Funding Agency (If applicable) (Date)

Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract): CIP 2

Application Period: 4/06/2015 to 5/2/2015

Application Number: Pay Application #5

Application Date: 3/4/2015

A		B	Work Completed					
ITEM			C	D	E	F		G
Pay Item No.	Description	Scheduled Value	From Previous Application (C=D)	This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
	A Street - Roadway							
1	Clearing and Grubbing	$ 8,800.00	$ 8,800.00		$ -	$ 8,800.00	1.00	$ -
4	Type A Salvaged Topsoil	$ 14,500.00	$ 14,500.00		$ -	$ 14,500.00	1.00	$ -
42	Removal of Structures & Obstructions	$ 4,000.00	$ 4,000.00		$ -	$ 4,000.00	1.00	$ -
	Construction Traffic Control	$ 25,600.00	$ 23,040.00	$ 2,560.00	$ -	$ 25,600.00	1.00	$ -
	Traffic Items	$ 25,600.00	$ -	$ -	$ -	$ -	0.00	$ 25,600.00
	SWPPP Documentation and Management	$ 8,500.00	$ 8,075.00	$ 425.00	$ -	$ 8,500.00	1.00	$ -
	Mobilization	$ 80,000.00	$ 80,000.00		$ -	$ 80,000.00	1.00	$ -
	Construction Staking Level II	$ 15,000.00	$ 14,250.00	$ 750.00	$ -	$ 15,000.00	1.00	$ -
	A Street - Water							
96	Hydrostatic Pressure Testing & Disinfection	$ 6,700.00	$ 6,700.00		$ -	$ 6,700.00	1.00	$ -
	A Street - Sewer							
116	Deflection & Pressure Test (8" Pipe and Manholes)	$ 2,530.00	$ 2,530.00		$ -	$ 2,530.00	1.00	$ -
						165,630.00		

Total This Estimate	$ 3,735.00

To Finish Lump Sum Items	$ 25,600.00

Progress Estimate (A St Roadway)

Contractor's Application

For (contract): CIP 2

Application Period: 4/06/2015 to 5/2/2015

Application Number: Pay Application #5

Application Date: 5/4/2015

A				B		C	D	E	F			G
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
2	Unclassified Excavation	2,805.00	CY	$ 9.00	$ 25,245.00	698.00	$ 6,282.00	1,512.94	8,210.94	28,898.46	114%	$ (3,653.46)
3	Unclassified Borrow	149.00	CY	$ 34.00	$ 5,066.00		$ -	149.00	149.00	5,066.00	100%	$ -
5	Temporary Silt Fence	200.00	LF	$ 4.00	$ 800.00		$ -	200.00	200.00	800.00	100%	$ -
6	Temporary Fiber Log	160.00	LF	$ 9.00	$ 1,440.00		$ -	160.00	160.00	1,440.00	100%	$ -
7	Solid Sod Sodding	5,586.00	CY	$ 5.00	$ 27,930.00		$ -	-	-	-	0%	$ 27,930.00
8	Watering	10.00	MGAL	$ 250.00	$ 2,500.00		$ -	-	-	-	0%	$ 2,500.00
9	Aggregate Base Type 'A'	1,319.00	CY	$ 45.00	$ 59,355.00	673.00	$ 30,285.00	1,684.00	2,357.00	106,065.00	179%	
10a	Scarify	7,914.00	SY	$ 4.90	$ 38,778.60	415.00	$ 2,033.50	7,499.00	7,914.00	38,778.60	100%	$ -
11a	Recompact	7,914.00	SY	$ 6.40	$ 50,649.60	415.00	$ 2,656.00	7,499.00	7,914.00	50,649.60	100%	$ -
13	Separator Fabric	8,883.00	SY	$ 1.50	$ 13,324.50	743.00	$ 1,114.50	8,284.00	9,027.00	13,540.50	102%	$ (216.00)
14	Traffic Bound Surface Course Type A	485.00	SY	$ 175.00	$ 84,875.00	485.00	$ 84,875.00	-	485.00	84,875.00	100%	$ -
15	Tack Coat	150.00	GAL	$ 20.00	$ 3,000.00		$ -	-	-	-	0%	$ 3,000.00
16	Prime Coat	2,776.00	GAL	$ 20.00	$ 55,400.00		$ -	-	-	-	0%	$ 55,400.00
17	Superpave Type 5B (PG64-22 OK)	20.00	TON	$ 300.00	$ 6,000.00		$ -	-	-	-	0%	$ 6,000.00
18	Dowel Jointed P.C.C.P. (Placement)	7,519.00	SY	$ 21.00	$ 157,899.00	2,233.00	$ 46,893.00	5,286.00	7,519.00	157,899.00	100%	$ -
19	P.C.C.P. for Pavement	1,671.00	CY	$ 121.00	$ 202,191.00	125.65	$ 15,203.65	1,574.35	1,700.00	205,700.00	102%	$ (3,509.00)
20	Reinforcing Steel	10,700.00	LB	$ 1.50	$ 16,050.00		$ -	10,700.00	10,700.00	16,050.00	100%	$ -
21	Class A Concrete	100.00	CY	$ 121.00	$ 12,100.00		$ -	100.00	100.00	12,100.00	100%	$ -
22	Concrete Curb (8" Barrier-Integral)	3,289.00	LF	$ 24.00	$ 78,936.00	871.00	$ 20,904.00	2,758.00	3,629.00	87,096.00	110%	$ (8,160.00)
24	4" Concrete Sidewalk	1,625.00	SY	$ 62.00	$ 100,750.00	540.00	$ 33,480.00	-	540.00	33,480.00	33%	$ 67,270.00
25	8" Concrete Driveway	580.00	SY	$ 75.00	$ 43,500.00	254.00	$ 19,050.00	326.00	580.00	43,500.00	100%	$ -
26	Tactile Warning Device (New)	560.00	SF	$ 62.00	$ 34,720.00		$ -	-	-	-	0%	$ 34,720.00
27	Manhole (4' Dia)	4.00	Ea	$ 2,550.00	$ 10,200.00		$ -	4.00	4.00	10,200.00	100%	$ -
28	Add'l Depth in MH	6.00	VF	$ 325.00	$ 1,950.00		$ -	6.00	6.00	1,950.00	100%	$ -
29	Inlet CI Des. 3 (STD)	1.00	Ea	$ 4,900.00	$ 4,900.00		$ -	1.00	1.00	4,900.00	100%	$ -
30	Inlet CI Des. 3 (B)	5.00	Ea	$ 5,700.00	$ 28,500.00		$ -	5.00	5.00	28,500.00	100%	$ -
31	Inlet CDI RCP Des. 1	1.00	Ea	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	2,500.00	100%	$ -
32	Inlet CDI RCP Des. 5	1.00	Ea	$ 5,800.00	$ 5,800.00		$ -	1.00	1.00	5,800.00	100%	$ -
35	Inlet (SMD - Type 1)	2.00	Ea	$ 2,700.00	$ 5,400.00		$ -	2.00	2.00	5,400.00	100%	$ -
36	Add'l Depth in Inlet CI Des. 3	12.00	VF	$ 900.00	$ 10,800.00		$ -	12.00	12.00	10,800.00	100%	$ -
39	18" RCP CL-III	230.00	LF	$ 60.50	$ 13,915.00		$ -	224.00	224.00	13,552.00	97%	$ 363.00
40	24" RCP CL-III	270.00	LF	$ 72.00	$ 19,440.00		$ -	249.00	249.00	17,928.00	92%	$ 1,512.00
41	30" RCP CL-III	185.00	LF	$ 93.00	$ 17,020.00		$ -	174.00	174.00	16,008.00	94%	$ 1,012.00
43	Removal of Concrete Pavement	7,603.00	SY	$ 12.75	$ 97,091.25		$ -	8,230.50	8,230.50	104,938.88	108%	
44	Removal of Asphalt Pavement	1,661.00	SY	$ 7.00	$ 11,627.00		$ -	1,661.00	1,661.00	11,627.00	100%	$ -
45	Removal of Sidewalk	730.00	SY	$ 15.00	$ 10,950.00	364.00	$ 5,460.00	255.00	619.00	9,285.00	85%	$ 1,665.00
46	Sawing Pavement	200.00	LF	$ 2.50	$ 500.00	25.00	$ 62.50	200.00	225.00	562.50	113%	$ (62.50)
47	Remove and Reconstruct Fence	496.00	LF	$ 28.00	$ 13,888.00		$ -	-	-	-	0%	$ 13,888.00
48	Remove and Reset Mailbox	3.00	Ea	$ 450.00	$ 1,350.00		$ -	-	-	-	0%	$ 1,350.00
	Field Office	1.00	EA	$ 4,100.00	$ 4,100.00		$ -	1.00	1.00	4,100.00	100%	$ -
8001	96 Manhole Adaptation	1.00	L.Sum	$ 2,478.84	$ 2,478.84		$ -	1.00	[redacted]	2,478.84	100%	$ -
8002	Junction Box(48"x48")	1.00	EA	$ 8,872.79	$ 8,872.79		$ -	1.00	[redacted]	8,872.79	100%	$ -
					$ 1,291,792.58					1,145,341.17		$ 201,009.04

Total This Estimate	$ 268,299.15
To Finish Unit Price Items	$ 201,009.04

Progress Estimate (A St Water)

Contractor's Application

For (contract): CIP 2

Application Period: 4/06/2015 to 5/2/2015

Application Number: Pay Application #5

Application Date: 5/4/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
50	Unclassified Excavation	465.00	CY	$ 9.00	$ 4,255.00		$ -	937.56	937.56	8,438.04	198%	$ (3,183.04)
51	Aggregate Base Type 'A'	40.00	CY	$ 46.00	$ 1,840.00		$ -	40.00	40.00	1,840.00	100%	$ -
52	Stabilized Subgrade	125.00	SY	$ 10.00	$ 1,150.00		$ -	115.00	115.00	1,150.00	100%	$ -
53	Prime Coat	20.00	GAL	$ 19.00	$ 380.00		$ -		-	-	0%	$ 380.00
54	Superpave Type SB (Patch) (PG64-22 OK)	35.00	TON	$ 250.00	$ 8,750.00		$ -		-	-	0%	$ 8,750.00
55	Full Depth PCC Patching (Placement Only)	45.00	SY	$ 61.00	$ 2,745.00	45.00	$ 2,745.00		45.00	2,745.00	100%	$ -
56	PCCP For Pavement	10.00	CY	$ 122.00	$ 1,220.00		$ -	10.00	10.00	1,220.00	100%	$ -
57	CLSM Backfill	1.00	CY	$ 460.00	$ 460.00	0.40	$ 184.00	3.75	4.15	1,909.00	415%	$ (1,449.00)
58	16" PVC	85.00	LF	$ 107.00	$ 9,095.00		$ -	85.00	85.00	9,095.00	100%	$ -
61	8" PVC	360.00	LF	$ 46.00	$ 16,560.00		$ -	346.00	346.00	15,916.00	96%	$ 644.00
62	6" PVC	1,340.00	LF	$ 39.00	$ 52,260.00		$ -	1,377.50	1,377.50	53,722.50	103%	$ (1,462.50)
63	24" Gate Valve	1.00	Ea	$ 7,600.00	$ 7,600.00		$ -	2.00	2.00	15,200.00	200%	$ (7,600.00)
65	8" Gate Valve	5.00	Ea	$ 1,500.00	$ 7,500.00		$ -	3.00	3.00	4,500.00	60%	$ 3,000.00
66	6" Gate Valve	23.00	Ea	$ 1,100.00	$ 25,300.00		$ -	17.00	17.00	18,700.00	81%	$ 4,400.00
68	Standard Valve Box	27.00	Ea	$ 530.00	$ 14,310.00		$ -	20.00	20.00	10,600.00	74%	$ 3,710.00
69	Fire Hydrant and Assembly	5.00	Ea	$ 3,350.00	$ 16,750.00		$ -	4.00	4.00	13,400.00	80%	$ 3,350.00
70	16" Solid Sleeve	2.00	Ea	$ 1,365.00	$ 2,730.00		$ -	2.00	2.00	2,730.00	100%	$ -
72	8" Solid Sleeve	2.00	Ea	$ 450.00	$ 900.00		$ -	2.00	2.00	900.00	100%	$ -
73	6" Solid Sleeve	8.00	Ea	$ 330.00	$ 2,640.00		$ -	8.00	8.00	2,640.00	100%	$ -
74	4" Solid Sleeve	1.00	Ea	$ 285.00	$ 285.00		$ -	1.00	1.00	285.00	100%	$ -
75	2" Solid Sleeve	1.00	Ea	$ 360.00	$ 360.00		$ -	2.00	2.00	720.00	200%	$ (360.00)
80	Service Connection (Short) 6x1	8.00	Ea	$ 1,200.00	$ 9,600.00		$ -	6.00	6.00	7,200.00	75%	$ 2,400.00
81	Service Connection (Short) 8x1	5.00	Ea	$ 1,650.00	$ 8,250.00		$ -	2.00	2.00	3,300.00	40%	$ 4,950.00
82	Service Connection (Long) 6x1	6.00	Ea	$ 1,900.00	$ 11,400.00		$ -	6.00	6.00	11,400.00	100%	$ -
83	Service Connection (Long) 8x1	3.00	Ea	$ 1,900.00	$ 5,700.00		$ -	2.00	2.00	3,800.00	67%	$ 1,900.00
84	8" 45 Fitting	8.00	Ea	$ 465.00	$ 3,720.00		$ -	8.00	8.00	3,720.00	100%	$ -
85	6" 45 Fitting	13.00	Ea	$ 365.00	$ 4,745.00		$ -	17.00	17.00	6,205.00	208%	$ (5,110.00)
86	4x2 Reducing Fitting	2.00	Ea	$ 345.00	$ 690.00		$ -	2.00	2.00	690.00	100%	$ -
87	6x4 Reducing Fitting	2.00	Ea	$ 335.00	$ 670.00		$ -	2.00	2.00	670.00	100%	$ -
88	8" Plug	2.00	Ea	$ 285.00	$ 570.00		$ -	2.00	2.00	570.00	100%	$ -
89	6" Plug	2.00	Ea	$ 265.00	$ 530.00		$ -	2.00	2.00	530.00	100%	$ -
90	16x16x8 TEE	1.00	Ea	$ 1,050.00	$ 2,100.00		$ -	1.00	1.00	2,100.00	100%	$ -
91	8x8x8 TEE	3.00	Ea	$ 850.00	$ 2,550.00		$ -	1.00	1.00	850.00	33%	$ 1,700.00
93	8x8x6 TEE	1.00	Ea	$ 810.00	$ 810.00		$ -	1.00	1.00	810.00	100%	$ -
94	6x6x6 TEE	13.00	Ea	$ 700.00	$ 9,100.00		$ -	12.00	12.00	8,400.00	92%	$ 700.00
97	Removal of Concrete Pavement	45.00	SY	$ 13.50	$ 607.50		$ -	45.00	45.00	607.50	100%	$ -
98	Removal of Asphalt Pavement	70.00	SY	$ 12.00	$ 840.00		$ -	105.00	105.00	1,260.00	150%	$ (420.00)
					$ 239,422.50					222,073.04		$ 17,349.46

Total This Estimate	$ 2,929.00
To Finish Unit Price Items	$ 17,349.46

Progress Estimate (A St Sewer)

Contractor's Application

For (Contract): CIP 2

Application Period: 4/06/2015 to 5/2/2015

Application Number: Pay Application #5

Application Date: 5/4/2015

A				B		C	D	E	F			G
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
100	Unclassified Excavation	1,275.00	CY	$ 9.00	$ 11,475.00	0.00	$ -	1,431.41	1,431.41	12,882.69	112%	$ (1,407.69)
107	Manhole (4' Dia) Standard	7.00	Ea	$ 3,250.00	$ 22,750.00	0.00	$ -	7.00	7.00	22,750.00	100%	$ -
108	Manhole (4' Dia) Shallow	1.00	Ea	$ 3,000.00	$ 3,000.00	0.00	$ -	1.00	1.00	3,000.00	100%	$ -
109	Manhole (4' Dia) Drop	4.00	Ea	$ 3,250.00	$ 13,000.00	0.00	$ -	4.00	4.00	13,000.00	100%	$ -
110	Add'l Depth in MH	15.00	VF	$ 330.00	$ 4,950.00	0.00	$ -	15.00	15.00	4,950.00	100%	$ -
111	Video Inspection of Conduit (Pre-Const)	1,224.00	LF	$ 2.00	$ 2,448.00	0.00	$ -	919.00	919.00	1,838.00	75%	$ 610.00
112	Video Inspection of Conduit (Post-Const)	1,224.00	LF	$ 2.00	$ 2,448.00	0.00	$ -	1,242.00	1,242.00	2,484.00	101%	$ (36.00)
113	8" PVC Sewer	1,224.00	LF	$ 29.00	$ 35,496.00	0.00	$ -	1,245.00	1,245.00	36,105.00	102%	$ (609.00)
114	4" PVC Sewer Service	790.00	LF	$ 34.00	$ 26,860.00	0.00	$ -	598.00	598.00	20,332.00	76%	$ 6,528.00
115	Sewer Service Connection (8"x4")	24.00	Ea	$ 1,025.00	$ 24,600.00	0.00	$ -	19.00	19.00	19,475.00	79%	$ 5,125.00
					$ -					-		$ -
					$ -					-		$ -
					$ -					-		$ -
					$ -					-		$ -
					$ -					-		$ -
					$ 147,027.00					136,116.69		$ 10,210.31

Total This Estimate	$ -

To Finish Unit Price Items	$ 10,210.31

Progress Estimate (6 th St LUMP SUM BIDS)

Contractor's Application

For (contract): CIP 2

Application Number: Pay Application #5

Application Period: 4/06/2015 to 5/2/2015

Application Date: 5/4/2015

A		B	Work Completed					
ITEM			C	D	E	F		G
Pay Item No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
	6th Street - Roadway							
1	Clearing and Grubbing	$ 4,500.00	$ 4,500.00	$ -	$ -	$ 4,500.00	1.00	$ -
4	Type A Salvaged Topsoil	$ 4,700.00	$ 2,350.00	$ 2,350.00	$ -	$ 4,700.00	1.00	$ -
42	Removal of Structures & Obstructions	$ 10,200.00	$ 10,200.00		$ -	$ 10,200.00	1.00	$ -
	Construction Traffic Control	$ 22,600.00	$ 16,950.00		$ -	$ 16,950.00	0.75	$ 5,650.00
	Traffic Items	$ 25,000.00	$ -	$ -	$ -	$ -	0.00	$ 25,000.00
	SWPPP Documentation and Management	$ 6,500.00	$ 3,250.00		$ -	$ 3,250.00	0.50	$ 3,250.00
	Mobilization	$ 14,250.00	$ 14,250.00	$ -	$ -	$ 14,250.00	1.00	$ -
	Construction Staking Level II	$ 12,500.00	$ 6,250.00		$ -	$ 6,250.00	0.50	$ 6,250.00
	A Street - Water							
96	Hydrostatic Pressure Testing & Disinfection	$ 6,100.00	$ 6,100.00		$ -	$ 6,100.00	1.00	$ -
	A Street - Sewer							
116	Deflection & Pressure Test (8" Pipe and Manholes)	$ 1,375.00	$ -	$ 1,375.00	$ -	$ 1,375.00	1.00	$ -
						67,575.00		

Total This Estimate	$ 3,725.00

To Finish Lump Sum Items	$ 40,150.00

Progress Estimate (6th St Roadway)

Contractor's Application

For (contract): CIP 2

Application Period: 4/06/2015 to 5/2/2015

Application Number: Pay Application #5

Application Date: 5/4/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to date	% (F/B)	Balance to Finish (B - F)
2	Unclassified Excavation	1,571.00	CY	$ 9.00	$ 14,139.00	167.00	$ 1,503.00	124.00	291.00	$ 2,619.00	19%	$ 11,520.00
3	Unclassified Borrow	129.00	CY	$ 34.00	$ 4,386.00		$ -		-	-	0%	$ 4,386.00
5	Temporary Silt Fence	200.00	LF	$ 4.00	$ 800.00		$ -	200.00	200.00	800.00	100%	$ -
6	Temporary Fiber Log	96.00	LF	$ 9.00	$ 864.00		$ -	96.00	96.00	864.00	100%	$ -
7	Solid Slab Sodding	1,885.00	SY	$ 5.00	$ 9,425.00		$ -		-	-	0%	$ 9,425.00
8	Watering	4.00	MGAL	$ 250.00	$ 1,000.00		$ -		-	-	0%	$ 1,000.00
9	Aggregate Base Type 'A'	692.00	CY	$ 45.50	$ 31,146.00	451.47	$ 20,316.15		451.47	20,316.15	65%	$ 10,829.85
10	Lime	75.00	Ton	$ 280.00	$ 21,000.00		$ -		-	-	0%	$ 21,000.00
10A	Scarify	4,150.00	SY	$ 4.50	$ 20,175.00	2,764.00	$ 13,553.40		2,764.00	13,553.40	67%	$ 6,781.60
10B	Recompact	4,150.00	SY	$ 6.40	$ 26,560.00	2,764.00	$ 17,702.40		2,764.00	17,702.40	67%	$ 8,857.60
11	Lime Stabilized Subgrade	4,150.00	SY	$ 8.00	$ 33,200.00		$ -		-	-	0%	$ 33,200.00
13	Separator Fabric	4,650.00	SY	$ 1.50	$ 6,975.00	1,431.00	$ 2,146.50		1,431.00	2,146.50	31%	$ 4,828.50
14	Traffic Bound Surface Course Type A	175.00	Ton	$ 175.00	$ 30,625.00		$ -		-	-	0%	$ 30,625.00
15	Tack Coat	75.00	GAL	$ 19.00	$ 1,425.00		$ -		-	-	0%	$ 1,425.00
16	Prime Coat	1,455.00	GAL	$ 20.00	$ 29,100.00		$ -		-	-	0%	$ 29,100.00
17	Superpave Type S3 (PG64-22 OK)	10.00	TON	$ 225.00	$ 2,250.00		$ -		-	-	0%	$ 2,250.00
18	Dowel Jointed P.C.C.P. (Placement)	3,808.00	SY	$ 21.00	$ 79,968.00		$ -		-	-	0%	$ 79,968.00
19	P.C.C.P. for Pavement	847.00	CY	$ 121.00	$ 102,487.00		$ -		-	-	0%	$ 102,487.00
21	Class A Concrete For Small Structures	5.00	CY	$ 121.00	$ 605.00		$ -		-	-	0%	$ 605.00
22	Concrete Curb (8" Barrier-Integral)	1,779.00	LF	$ 24.00	$ 42,696.00		$ -		-	-	0%	$ 42,696.00
23	Concrete Header Curb (6x16)	120.00	LF	$ 40.00	$ 4,800.00		$ -		-	-	0%	$ 4,800.00
24	4" Concrete Sidewalk	948.00	SY	$ 62.00	$ 58,776.00		$ -		-	-	0%	$ 58,776.00
25	6" Concrete Driveway	120.00	SY	$ 75.00	$ 9,000.00		$ -		-	-	0%	$ 9,000.00
26	Tactile Warning Device (New)	240.00	SF	$ 62.00	$ 14,880.00		$ -		-	-	0%	$ 14,880.00
27	Manhole (4' Dia)	2.00	Ea	$ 2,550.00	$ 5,100.00		$ -	3.00	3.00	7,650.00	150%	
29	Inlet CI Des. 3 (STD)	1.00	Ea	$ 4,900.00	$ 4,900.00		$ -	1.00	1.00	4,900.00	100%	$ -
30	Inlet CI Des. 3 (B)	1.00	Ea	$ 5,650.00	$ 5,650.00		$ -	1.00	1.00	5,650.00	100%	$ -
33	Inlet w/Large Jct. Box, CI Des. 3 (STD)	1.00	Ea	$ 9,250.00	$ 9,250.00		$ -	1.00	1.00	9,250.00	100%	$ -
34	Inlet w/Large Jct. Box, CI Des. 3 (B)	1.00	Ea	$ 10,000.00	$ 10,000.00		$ -	1.00	1.00	10,000.00	100%	$ -
35	Inlet (DMD - Type 1)	1.00	Ea	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00		1.00	3,000.00	100%	$ -
36	Add'l Depth in Inlet CI Des. 3	4.00	VF	$ 990.00	$ 3,720.00		$ -	4.00	4.00	3,720.00	100%	$ -
37	Add'l Depth in Inlet w/LJB, CI Des. 3 (STD)	2.00	VF	$ 1,230.00	$ 2,460.00		$ -	2.00	2.00	2,460.00	100%	$ -
38	Add'l Depth in Inlet w/LJB, CI Des. 3 (B)	3.00	VF	$ 1,230.00	$ 3,690.00		$ -	3.00	3.00	3,690.00	100%	$ -
39	18" RCP CL-III	475.00	LF	$ 60.50	$ 28,737.50	290.00	$ 17,545.00	105.00	405.00	28,737.50	100%	$ -
43	Removal of Concrete Pavement	3,836.00	SY	$ 13.00	$ 49,868.00		$ -	3,836.00	3,836.00	49,868.00	100%	$ -
44	Removal of Asphalt Pavement	61.00	SY	$ 7.00	$ 427.00		$ -	293.00	293.00	2,051.00	480%	
45	Removal of Sidewalk	602.00	SY	$ 15.00	$ 9,030.00		$ -	602.00	602.00	9,030.00	100%	$ -
46	Sawing Pavement	133.00	LF	$ 2.50	$ 332.50	133.00	$ 332.50		133.00	332.50	100%	$ -
47	Remove and Reconstruct Fence	312.00	LF	$ 28.00	$ 8,736.00		$ -		-	-	0%	$ 8,736.00
	Field Office	1.00	EA	$ 4,100.00	$ 4,100.00		$ -	1.00	1.00	4,100.00	100%	$ -
					$ 695,341.00					202,440.45		$ 497,074.55

Total This Estimate	$ 76,098.95

To Finish Unit Price Items $ 497,074.55

Progress Estimate (6th St Water)

Contractor's Application

For (contract): CIP 2

Application Number: Pay Application #5

Application Period: 4/06/2015 to 5/2/2015

Application Date: 5/4/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
50	Unclassified Excavation	460.00	CY	$ 9.00	$ 4,140.00		$ -	537.00	537.00	4,833.00	117%	$ (693.00)
57	CLSM Backfill	1.00	CY	$ 460.00	$ 460.00		$ -	1.00	1.00	460.00	100%	$ -
59	12" PVC	80.00	LF	$ 77.00	$ 6,160.00		$ -	120.00	120.00	9,240.00	150%	$ (3,080.00)
61	8" PVC	1,040.00	LF	$ 39.00	$ 40,560.00		$ -	1,040.00	1,040.00	40,560.00	100%	$ -
63	12" Gate Valve	2.00	Ea	$ 3,250.00	$ 6,500.00		$ -	2.00	2.00	6,500.00	100%	$ -
65	8" Gate Valve	14.00	Ea	$ 1,100.00	$ 15,400.00		$ -	9.00	9.00	9,900.00	64%	$ 5,500.00
66	4" Gate Valve	1.00	Ea	$ 865.00	$ 865.00		$ -	1.00	1.00	865.00	100%	$ -
67	Standard Valve Box	17.00	Ea	$ 530.00	$ 9,010.00		$ -	8.00	8.00	4,240.00	47%	$ 4,770.00
68	Fire Hydrant and Assembly	3.00	Ea	$ 3,250.00	$ 9,750.00		$ -	2.00	2.00	6,500.00	67%	$ 3,250.00
70	12" Solid Sleeve	2.00	Ea	$ 955.00	$ 1,910.00		$ -	2.00	2.00	1,910.00	100%	$ -
72	6" Solid Sleeve	3.00	Ea	$ 330.00	$ 990.00		$ -	3.00	3.00	990.00	100%	$ -
75	1 1/2" Sleeve	1.00	Ea	$ 250.00	$ 250.00		$ -		-	-	0%	$ 250.00
76	1 1/4" Sleeve	1.00	Ea	$ 250.00	$ 250.00		$ -		-	-	0%	$ 250.00
77	2" x 1 1/2" Sleeve Adapter	1.00	Ea	$ 325.00	$ 325.00		$ -		-	-	0%	$ 325.00
78	2" x 1 1/4" Sleeve Adapter	1.00	Ea	$ 320.00	$ 320.00		$ -		-	-	0%	$ 320.00
79	Service Connection (Short) 6x1	3.00	Ea	$ 1,700.00	$ 5,100.00		$ -		-	-	0%	$ 5,100.00
80	Service Connection (Short) 6x2	1.00	Ea	$ 1,900.00	$ 1,900.00		$ -		-	-	0%	$ 1,900.00
81	Service Connection (Long) 6x1	3.00	Ea	$ 1,900.00	$ 5,700.00		$ -	2.00	2.00	3,800.00	67%	$ 1,900.00
85	8" 45 Fitting	4.00	Ea	$ 360.00	$ 1,440.00		$ -	15.00	15.00	5,400.00	375%	$ (3,960.00)
86	4x2 Reducing Fitting	2.00	Ea	$ 350.00	$ 700.00		$ -		-	-	0%	$ 700.00
87	6x4 Reducing Fitting	1.00	Ea	$ 335.00	$ 335.00		$ -	1.00	1.00	335.00	100%	$ -
91	12x12x6 TEE	1.00	Ea	$ 1,600.00	$ 1,600.00		$ -	1.00	1.00	1,600.00	100%	$ -
94	6x6x6 TEE	7.00	Ea	$ 750.00	$ 5,250.00		$ -	6.00	6.00	4,500.00	86%	$ 750.00
95	6x6x4 TEE	1.00	Ea	$ 730.00	$ 730.00		$ -		-	-	0%	$ 730.00
					$ 119,645.00					101,633.00		$ 18,012.00

Total This Estimate	$ -

To Finish Unit Price Items	$ 18,012.00

Progress Estimate (6th St Sewer)

Contractor's Application

For (contract): CIP 2

Application Period: 4/06/2015 to 5/2/2015

Application Number: Pay Application #5

Application Date: 5/4/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
100	Unclassified Excavation	710.00	CY	$ 9.00	$ 6,390.00	316.00	$ 2,844.00	394.00	710.00	6,390.00	100%	$ -
101	Aggregate Base Type A	85.00	CY	$ 45.00	$ 3,825.00		$ -	85.00	85.00	3,825.00	100%	$ -
102	Stabilized Subgrade	250.00	SY	$ 6.50	$ 1,625.00		$ -		-	-	0%	$ 1,625.00
103	Full Depth PCC Patching (Placement Only)	250.00	SY	$ 44.00	$ 11,000.00		$ -		-	-	0%	$ 11,000.00
104	PCCP for Pavement	60.00	CY	$ 121.00	$ 7,260.00		$ -		-	-	0%	$ 7,260.00
105	Concrete Curb (6" Barrier - Integral)	250.00	LF	$ 29.50	$ 3,525.00		$ -		-	-	0%	$ 3,525.00
106	4" Concrete Sidewalk	65.00	SY	$ 58.00	$ 3,770.00		$ -		-	-	0%	$ 3,770.00
107	Manhole (4' Dia) Standard	2.00	Ea	$ 3,200.00	$ 6,400.00		$ -	4.00	4.00	12,800.00	200%	$ (6,400.00)
109	Manhole (4' Dia) Drop	6.00	Ea	$ 3,200.00	$ 19,200.00	2.00	$ 6,400.00	2.00	4.00	12,800.00	67%	$ 6,400.00
110	Add'l Depth in Mh	25.00	VF	$ 330.00	$ 8,250.00	5.00	$ 1,650.00	20.00	25.00	8,250.00	100%	$ -
111	Video Inspection of Conduit (Pre-Const)	817.00	LF	$ 2.00	$ 1,634.00		$ -	817.00	817.00	1,634.00	100%	$ -
112	Video Inspection of Conduit (Post-Const)	817.00	LF	$ 2.00	$ 1,634.00	817.00	$ 1,634.00		817.00	1,634.00	100%	$ -
113	8" PVC Sewer	817.00	LF	$ 33.00	$ 26,961.00	281.00	$ 9,273.00	560.00	841.00	27,753.00	103%	$ (792.00)
114	4" PVC Sewer Service	273.00	LF	$ 32.00	$ 14,300.00	77.00	$ 4,004.00	14.00	91.00	4,731.00	33%	$ 9,568.00
115	Sewer Service Connection	11.00	Ea	$ 1,300.00	$ 14,300.00		$ -	3.00	3.00	3,900.00	27%	$ 10,400.00
117	Removal of Concrete Pavement	250.00	SY	$ 13.00	$ 3,250.00		$ -	250.00	250.00	3,250.00	100%	$ -
118	Removal of Sidewalk	65.00	SY	$ 15.00	$ 975.00		$ -	65.00	65.00	975.00	100%	$ -
119	Sawing Pavement - 6ft	300.00	LF	$ 2.50	$ 500.00		$ -	200.00	200.00	500.00	100%	$ -
					$ -					-		$ -
					$ 134,799.00					88,443.00		$ 46,356.00

Total This Estimate	$ 25,805.00

To Finish Unit Price Items	$ 46,356.00

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 David T Hardgrave, LLC, an Oklahoma LLC 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 management of the City of McAlester Pretreatment Program, the latest modification approved by the Oklahoma Department of Environmental Quality on November 16, 2011; (herein the "**Project**"), and

WHEREAS, the services of a competent professional pretreatment management consultant will be required [**for industrial waste surveys, industrial user permitting and compliance monitoring, enforcement action preparation, ODEQ annual reporting 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 April 30, 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

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

2.00 ADDITIONAL SERVICES

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

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

By: _____

Steve Harrison, Mayor

[**"CONSULTANT"**]

By: _____

David T Hardgrave

Its: Owner / President

CONSULTANT's Mailing Address:

PO Box 140

Henryetta, Oklahoma 74437

CONSULTANT's Telephone Number:

(918) 650-8637

CONSULTANT's E-mail Address:

davidthardgrave@yahoo.com

ATTEST:

By: _____

City Clerk

EXHIBIT A

Scope of Services: David T Hardgrave, LLC **(CONSULTANT)** shall be responsible for:

A. Communication of relevant information on environmental aspects and issues with the designated City of McAlester Pretreatment Contact Person as stipulated in the Annual Report.

B. Manage enforcement of Federal, State and local legislation governing industrial-commercial pretreatment.

C. Planning for the collection and analysis of samples, issuance of permits and performance of various clerical functions as necessary to satisfy permit requirements.

D. Planning for the collection of industrial wastewater samples.

E. Inspection of permitted and non-permitted industrial users as required under Program stipulations.

F. Processing and issuing applications for wastewater discharge permits in adherence to Federal/State and local guidelines and standards as required under Program stipulations.

G. Planning, coordinating and developing Technically Based Local Limits (TBLLs) for the City of McAlester **(CITY)** Wastewater Treatment Plants as may be required by the Oklahoma Department of Environmental Qulaity (ODEQ).

H. Review the industrial pretreatment program for effectiveness, compliance with Federal and State regulations and consistency. Prepare modifications, if required by ODEQ for review and submittal by the CITY.

I. Review industrial wastewater discharge permits for compliance with Federal, State and local regulations. If necessary, reissue modified or new wastewater discharge permits to industrial users.

J. Internal file reviews and audits.

K. Attending Federal/State Regulatory Audits/Inspections and preparation of necessary responses to findings if required for review and submittal by CITY.

L. Significant Noncompliance (SNC) evaluations; SNC publication preparation and suggested administrative enforcement actions, if required for review and issuance by CITY.

M. Annual Report preparation and submittal to ODEQ.

N. Training of City personnel as requested by accompaniment during routine activities.

O. Any other additions required routine pretreatment program operations.

EXHIBIT B

Fee Proposal: David T Hardgrave, LLC **(CONSULTANT)** agrees to perform those services enumerated in the Scope of Services (Exhibit A) for and in consideration of the sum of Twenty One thousand Six hundred dollars ($21,600.00) to be paid as set out hereinafter;

The fee set out hereinabove shall be paid to CONSULTANT on a monthly basis in twelve equal amounts of One thousand Eight hundred dollars ($1,800.00) each;

The term of this Agreement shall be twelve (12) months commencing on July 1, 2015 and ending June 30, 2016;

This Fee Proposal for the Agreement stipulated herein may be extended to provide for One additional year for the additional sum of Twenty One thousand Six hundred dollars ($21,600.00) paid as above stipulated during the additional year through mutual consent of both parties to the agreement in writing unless terminated under section 10 above.

Exhibit B

PLEDGE AND GUARANTEE

WHEREAS, The City of McAlester (hereinafter "City") is the beneficial owner of a Municipal Solid Waste Landfill (hereinafter "MSWLF") owned and operated by the McAlester Public Works Authority (hereinafter "Trust"), and

WHEREAS, The City and the Trust are required to comply with financial assurance requirements for the closure of its MSWLF and for post-closure care for thirty (30) years after closing the MSWLF pursuant to RCRA Subtitle D regulations and Oklahoma Department of Environmental Quality rules and regulations, and

WHEREAS, The City and the Trust are in compliance with the aforementioned rules, regulations and laws by its participation as a member of the Association for Landfill Financial Assurance, an Oklahoma not for profit association (hereinafter "ALFA"), such entity being an approved mechanism under the laws of the state of Oklahoma for compliance with all financial assurance requirements, and

WHEREAS, The City and the Trust are required pursuant to the ALFA Participation Agreement to annually reaffirm its membership and pledge and guarantee to provide funding for the closure and post-closure care costs which are currently unfunded, where current estimated closure and post-closure care costs less the current Escrow Balance equals, and is hereinafter referred to as, "Unfunded Costs."

WHEREFORE, The City and the Trust hereby reaffirm and renew their membership in ALFA, (the City through the fiscal year ending June 30, 2016), pursuant to the terms and covenants as contained in said Participation Agreement dated July 25, 1995, an original copy of which is on file in the offices of the Trust.

WHEREFORE, both the City and Trust hereby pledge to pay any Unfunded Costs for the closure costs and post-closure care in the event its MSWLF should close or cease to operate prior to the time full funding has been accumulated in the ALFA Escrow Account according to the terms of the Participation Agreement.

WHEREFORE, both the City and Trust further assign any proceeds of this pledge and guarantee to the ALFA, or its successors or assigns as security for the financial obligations of the City and Trust for closure and post-closure care of its MSWLF and the related obligations under law to the Oklahoma Department of Environmental Quality and/or the United States Environmental Protection Agency in the event the City or Trust fails to comply with applicable Federal and State laws for the closure and post-closure care of the MSW Facility.

Dated this _____ day of _____, 2015.

_____
MAYOR

Attest:

_____
City Clerk

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	1
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	4

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

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

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-4, 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 _____ day of _____, 2015.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2015.

_____
William J. Ervin, City Attorney

Exhibit A-4

City of McAlester
Budget Amendment - FY 2014-2015
CDBG Grant Fund
June 9, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
33	40330		Grant Revenue	97,473	129,006	226,479
33	40721		Transfer From MPWA	97,473	129,006	226,479
						-
			Total		258,012	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
33	5971517		2015 CDBG Project	-	258,012	258,012
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					258,012	

FUND INFORMATION	
Original Budget - Revenues ***	$ -
Amendments	452,958
Current Budget - Revenues	$ 452,958
Original Budget - Expenditures	$ -
Amendments	452,958
Current Budget - Expenditures	$ 452,958

*** Does not include appropriated fund balance.

Approved by the City Council this

June 9, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriated funds for 2015 CDBG Water Improvement Project

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

Exhibit A-3

City of McAlester
Budget Amendment - FY 2014-2015
Bond Trustee Fund
June 9, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
21	40709		Transfer in - 2014	-	453,813	453,813
21	40999		Fund Balance	-	11,582,384	11,582,384
						-
			Total		12,036,197	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
21	5211400	Finance	2013 Capital Outlay - Streets	-	7,342,306	7,342,306
21	5211401	Finance	2014 Capital Outlay - Streets	-	4,335,410	4,335,410
21	5211402	Finance	2011 Capital Outlay	-	40,992	40,992
21	5211506	Finance	2003A Interest Expense	160,613	3,500	164,113
21	5211512	Finance	2011 Interest Expense	97,092	1,457	98,549
21	5211516	Finance	2012 Interest Expense	927,105	4,000	931,105
21	5211518	Finance	2013 Interest Expense	306,533	753	307,286
21	5211520	Finance	2014 Interest Expense	-	117,779	117,779
21	5211521	Finance	2014 Principal Expense	-	190,000	190,000
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					12,036,197	

FUND INFORMATION

Original Budget - Revenues ***	$ 5,679,803
Amendments	453,813
Current Budget - Revenues	**$ 6,133,616**
Original Budget - Expenditures	$ 5,616,523
Amendments	12,036,197
Current Budget - Expenditures	**$17,652,720**

*** Does not include appropriated fund balance

Approved by the City Council this

June 9, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for transfer for 2014 Bond for Streets and additional Interest Expense

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

A1115-035

Exhibit A-2

City of McAlester
Budget Amendment - FY 2014-2015
Dedicated Sales Tax - MPWA
June 9, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
38	40702		Transfer in - MPWA	-	372,178	372,178
						-
						-
			Total		372,178	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
38	5215621	Interdepartmental	Transfers-Bond Trustee Fund	4,122,672	372,178	4,494,850
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					372,178	

FUND INFORMATION

Original Budget - Revenues ***	$ 3,970,599
Amendments	372,178
Current Budget - Revenues	**$ 4,342,777**
Original Budget - Expenditures	$ 4,137,672
Amendments	372,178
Current Budget - Expenditures	**$ 4,509,850**

*** Does not include appropriated fund balance.

Approved by the City Council this

June 9, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for Transfers to Bond Trustee Fund.

Posted By _____ Date _____ BA# _____ Pkt # _____

A1115-034

Exhibit A-1

City of McAlester
Budget Amendment - FY 2014-2015
MPWA
June 9, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	40999		Fund Balance	313,865	501,184	815,049
						-
						-
			Total		501,184	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	5267627	Interdepartmental	Transfer - CDBG Grant Match	97,473	129,006	226,479
02	5267638	Interdepartmental	Transfer - Dedicated Sales Tax	-	372,178	372,178
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					501,184	

FUND INFORMATION	
Original Budget - Revenues ***	$8,822,142
Amendments	-
Current Budget - Revenues	**$8,822,142**
Original Budget - Expenditures	$8,822,142
Amendments	846,582
Current Budget - Expenditures	**$9,668,724**

*** Does not include appropriated fund balance.

Approved by the City Council this

June 9, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment.

Appropriated funds for 2015 CDBG Water Improvement Project and fund Dedicated Sales Tax fund.

Posted By _____ Date _____ BA# _____ Pkt # _____

FY 14-15 Budget Amendments listed by fund

					Revenue	Expense
007	11/6/14	01	General Fund	Appropriate funds for the COPS Grant	55,982	88,973
009	12/9/14	01	General Fund	Appropriate funds for Worker's Compensation	-	225,000
013	12/23/14	01	General Fund	Appropriate funds for Aiport 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
030	5/12/15	01	General Fund	Appropriate funds for demolitions bid and transfer for additional funds for Worker's Comp	-	67,000
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
033	6/9/15	02	MPWA	Appropriated funds for 2015 CDBG Water Improvement Project and fund Dedicated Sal	-	501,184
035	6/9/15	21	Bond Trustee Find	Appropriate funds for transfer for 2014 Bond for Streets and additional Interest Expense	453,813	12,036,197
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 Aiport Grant Drainage project	405,251	405,251
032	5/12/15	27	Tourism Fund	Appropriate funds for transfer for additional gas utility.	-	75,000
012	12/9/14	28	SE Expo	Appropriate funds for Worker's Compensation	120,000	120,000
031	5/12/15	28	SE Expo	Appropriate funds for additional Worker's Compensation medical /settlements and additic	110,000	110,000
019	1/27/15	29	E911	Appropriate Fund for ISO compliant generator	-	31,331
028	4/28/15	29	E911	Appropriate additional funds for ISO compliant Generator	-	20,000
020	1/27/15	30	Economic Development	Appropriate Funds for PSO Economic Dev. Grant	5,000	5,000
029	4/28/15	30	Economic Development	Appropriate Funds for the OSMPC Incentive Fund Award	204,505	204,505
018	1/27/15	32	Grants, Gifts & Contribul	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
036	6/9/15	33	CDBG Grant Fund	Appropriated funds for 2015 CDBG Water Improvement Project.	258,012	258,012
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
034	6/9/15	38	Dedicated Sales Tax - M	Appropriate funds for Transfers to Bond Trustee Fund.	372,178	372,178
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	5,128,149	20,123,756

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	2
Department:	Finance		
Prepared By:	Toni Ervin, CFO	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	2

Subject

Consider and act upon, authorizing the mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2015.

Recommendation

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

Discussion

The City of McAlester went out for RFPs for Auditing Services for FY 2014-2015.

The Audit & Finance Advisory Committee met on May 20, 2015 to review RFPs and make a recommendation to the City Council for Auditing Services for the City of McAlester FY 2014-2015. After reviewing the proposals the Committee unanimously agreed to recommend that the City Council award the FY 2014-2015 City of McAlester Financial Independent Audit Services Contract to Finley & Cook, PLLC. They were the lowest and best RFP.

Attachments:

1. Engagement Letter from Finley & Cook, PLLC
2. Letter to Mayor and City Council - Selection of Independent Auditor from Audit & Finance Advisory Committee.

Approved By

		Initial	*Date*
Department Head			6/2/2015
City Manager	P.Stasiak	PJS	

FINLEY & COOK
CERTIFIED PUBLIC ACCOUNTANTS

June 2, 2015

City of McAlester Audit Committee
City Council
City of McAlester
1st Street & Washington Avenue
P.O. Box 578
McAlester, OK 74502-0578

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide the City of McAlester (the "City") for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

2. Required Supplemental Information (budget comparisons)

3. Pension Plan Information

1421 East 45th Street • Shawnee, OK 74804
P: 405.878.7300 • www.finley-cook.com • F: 405.395.3300

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- Schedule of Expenditures of Federal Awards
- Combining Schedules
- Revenue Bond Coverage Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Audit Objectives, Continued

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management Responsibilities, Continued

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management Responsibilities, Continued

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Procedures—Compliance, Continued

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Procedures

Compilation

We will compile the schedule of revenues, expenditures, debt, and cash and investments as of and for the year ended June 30, 2015, of the City, to be included in the Annual Survey of City and Town Finances (SA&I Form 2643) in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

The objective of a compilation is to assist you in presenting financial information in the form of financial schedules. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial schedule in order for the schedule to be in conformity with the form prescribed by the Office of the State Auditor and Inspector of the State of Oklahoma.

You are responsible for:

a) The preparation and fair presentation of the financial schedule in accordance with the form prescribed by the Office of the State Auditor and Inspector of the State of Oklahoma.

b) Designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial schedule.

c) Preventing and detecting fraud.

d) Identifying and ensuring that the City complies with the laws and regulations applicable to its activities.

e) Making all financial records and related information available to us and for the accuracy and completeness of that information.

Other Procedures, Continued

Compilation, Continued

We will conduct our compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation differs significantly from a review or an audit of financial schedules. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the City's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial schedule being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures, that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

If, for any reason, we are unable to complete the compilation of your financial schedule, we will not issue reports on such schedule as a result of this engagement.

Other Procedures, Continued

Agreed-Upon Procedures, Oklahoma Administrative Code (OAC) 252:515-27-82(d)(2)—Local Government Financial Test

We will perform the following procedures solely to assist you with respect to complying with the OAC 252:515-27-82(d)(2)—Local Government Financial Test. This engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we will make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

1. Per OAC 252:515-27-82(d)(2), the City must satisfy each of the following financial ratios based on its most recent audited annual financial statements:

    a. A ratio of cash plus marketable securities to total expenditures greater than or equal to 0.05; and

    b. A ratio of annual debt to total expenditures less than or equal to 0.20.

    We will calculate the ratios.

2. We will review the rules at OAC 252:515-27-82(d)(2) and determine the following:

    a. Does the City have any outstanding general obligation bonds or does it have any obligations in default.

    b. If there are outstanding general obligation bonds, what are the current ratings.

    c. Has the City operated at a deficit equal to 5% or more of the total annual revenue in the past 2 years.

    d. Is the auditors' opinion on the June 30, 2014, financial statements unmodified.

3. Public Notice Component

    If the financial statements contain the closure and post-closure care cost required by *Governmental Accounting Standards Board's Statement No. 18.*

Other Procedures, Continued

Agreed-Upon Procedures, Oklahoma Administrative Code (OAC) 252:515-27-82(d)(2)—Local Government Financial Test, Continued

We are not engaged to, and will not, perform an audit, the objective of which would be to express an opinion on the specified elements, accounts, or items. Accordingly, we will not express such an opinion.

The agreed-upon procedures report will be intended solely for the use of specified users and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

You are responsible for making all management decisions and performing all management functions and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any other services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or 9 months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Engagement Administration, Fees, and Other, Continued

The audit documentation for this engagement is the property of Finley & Cook, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Finley & Cook, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of 5 years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during October and November 2015 and to issue our reports no later than December 31, 2015, if the timing is such that we receive the report draft and supporting working papers by October 31, 2015. Nathan Atchison is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Engagement Administration, Fees, and Other, Continued

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $30,975. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. **Our fee of $30,975 assumes that the City will provide us with a complete report package including draft financial statements, footnotes, and schedules, and that Crawford & Associates will prepare the information.**

Peer Review Report

A copy of our most recent Peer Review Report is enclosed.

Notification of Report Reproduction

You agree that you will notify us and obtain our consent before reproducing our report for any reason and in any medium.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

FINLEY & COOK, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

Nathan Atchison
Partner

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the
City of McAlester.

_____
Management Signature and Title

_____
Date

_____
Governance Signature and Title

_____
Date

(ALG 2-14/CL-1.2)

CBEW Professional Group, LLP
Certified Public Accountants

206 N. HARRISON ● P.O. BOX 790 ● CUSHING, OKLAHOMA 74023 ● 918-225-4216 ● FAX 918-225-4315

DON K. ETHRIDGE, CPA
WALTER H. WEBB, CPA
JANE FRAZIER, CPA
CHARLES E. CROOKS, CPA
TRISHA J. RIEMAN, CPA

System Review Report

July 31, 2013

To the Members
Finley & Cook, PLLC
and the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Finley & Cook, PLLC (the firm) in effect for the year ended March 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards,* audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Finley & Cook, PLLC in effect for the year ended March 31, 2013 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies), or fail.* Finley & Cook, PLLC has received a peer review rating of *pass.*

CBEW Professional Group, LLP

CBEW PROFESSIONAL GROUP, LLP
Certified Public Accountants

BID TABULATION SHEET

Audit Services for FY Ending 06.30.15

Bid Opening

May 7, 2015 at 10:00 A.M

	Bidder	Amount
1.	Anne M. Elfrink 3119 E. 87th Street Tulsa, Ok 74137	2015 - 21,400.00 2016 - 22,300.00 2017 - 23,000.00
2.	Arledge & Assoc. PC 309 N. Bryant Ave. Edmond, Ok 73034	No Bid
3.	Finley & Cook 1421 East 45th St. Shawnee, Ok 74804	2015 - 30,975.00 2016 - 32,500.00 2017 - 34,500.00
4.	Hinkle & Co. 5028 E. 101st., Suite A Tulsa, Ok 74137	2015 - 35,200.00 2016 - 36,000.00 2017 - 36,000.00
5.		
6.		

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • www.cityofmcalester.com

May 27, 2015

To: McAlester City Council

From: City of McAlester Audit and Finance Committee

Subject: Contractor Bid Review and Recommendation

The Committee met on May 20, 2015 to review and discuss the bids received for conducting the 3-year annual audit for the following fiscal years:

FY 14-15
FY 15-16
FY 16-17

Bids were received and evaluated based upon the following factors:

1. Experience level the organization had with conducting audits on cities of similar sizes.
2. Reputation of the organization.
3. Size of organization.
4. Man-hours needed to complete the audit and bid price submitted.
5. Capability of being able to complete the audit within the time frame outlined in the City Charter.

Based upon the above factors, The Committee is recommending we award the multi-year contract to Finley & Cook, PLLC. We request City Management set out clear expectations for completion of the audit to be presented by December 31st of each year. In return, a representative of Finley & Cook is to notify The City of any issue that would delay meeting the deadline of December 31st.

Thank you for your time and consideration.

Tony Winters

Carl Gullick

Walter Bethune

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	3
Department:	City Manager		
Prepared By:	Peter Stasiak	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

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

Recommendation

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

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

CONTRACT

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

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES

A. PIM will engage in clean up and beautification activities on behalf of the City in order to promote the general welfare of the community and its citizens.

B. PIM will provide procedural assistance on behalf of the City to promote and accomplish its announced purpose to improve the overall appearance and cleanliness of the City.

C. The City and PIM will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of PIM's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.

D. In furtherance of the agreed-upon goals and objectives, PIM shall provide quarterly reports to the City that shall include the current measurements against the goals and objectives and financial statements. Said reports shall be presented to the city manager.

E. The City will independently monitor PIM's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. PIM will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.

F. PIM will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

2. PAYMENT FOR SERVICES

A. In support of PIM's normal cost of operations, the City will pay to PIM the amount of $60,000.00 during the term of this Contract in monthly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.

B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.

C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

A. The effective date of this Contract shall be July 1, 2015, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2016, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.

B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.

C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contact, earned to date of termination, as determined by the City.

D. Notices given under this Contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail, postage prepaid.

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

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

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

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

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

4. ASSURANCES AND WARRANTIES

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

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

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

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

5. INDEMNIFICATION

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

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

C. PIM waives and releases all actions, liabilities, loss and damages including any subrogated rights it may have against the City based upon any claim

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

6. GENERAL TERMS AND CONDITIONS

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

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

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

D. Compliance with Laws. PIM shall comply with all Federal, State, and Local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

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

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

G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of

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

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

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

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

K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if PIM's promise to indemnify or hold the City harmless is found illegal or invalid, PIM shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

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

a. "ASSURANCES AND WARRANTIES"
b. "INDEMNIFICATION";
   i. "SEVERABILITY"; AND
   ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of May, 2015, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

_____
Steve Harrison
Mayor

_____
Cora Middleton
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of May, 2015, for the Pride In McAlester.

PRIDE IN MCALESTER

_____
Justin Few
President

ATTEST

_____
Tabetha Howell
Secretary

FY 2015-2016 GOALS AND OBJECTIVES

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.

GOAL: Get at least 15 volunteers for each PIM event.

GOAL: Raise $15,000 in funds for programs through operation of the Flea Market, Memberships, Donations, and Grants.

GOAL: Build volunteer base to 5 volunteers per week at Flea Market.

GOAL: Build membership base to 85.

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

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

GOAL: Have 12 interviews and 5 public service announcements on McAlester Radio.

GOAL: Work with the *McAlester News-Capital*, the *Oklahoma Bargain Journal*, and other print news media.

GOAL: Promote every PIM event and initiatives via social media and email.

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

GOAL: Prepare and distribute Pride In McAlester brochures.

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

GOAL: Give at least one presentation per semester at area elementary schools.

GOAL: Reform, support, and grow Pride In McAlester High School Auxiliary.

GOAL: Participate in MPS Outdoor Classroom once a year.

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

GOAL: Support and award the Pride In McAlester Scholarship.

OBJECTIVE: Serve the McAlester community through beautification projects.

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

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

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

GOAL: Work towards painting at least 30 fire hydrants.

OBJECTIVE: Promote and encourage recycling.

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

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

GOAL: Work with the City of McAlester and other area resources to expand and improve the recycling options for residents.

GOAL: Offer complementary cardboard pickup to new residents.

GOAL: Offer recycling at community events, as available.

GOAL: Work on curbside recycling.

OBJECTIVE: Continue to work towards a cleaner McAlester

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

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

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

GOAL: 1 "Adopt a Block" clean up per quarter.

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

GOAL: Promote America Recycles Day
GOAL: Carry out Great American Cleanup™ activities.
GOAL: Conduct a Holiday Recycling Drive.
GOAL: Paint at least one building for Fresh Paint Days.

OBJECTIVE: Work with and maintain membership with other organizations.

GOAL: Maintain affiliation status and participation with Keep Oklahoma Beautiful and Keep America Beautiful.
GOAL: Maintain participation and membership with the Oklahoma Recycling Association.
GOAL: Maintain participation and membership with the McAlester Area Chamber of Commerce and McAlester Young Professionals.
GOAL: Maintain participation and membership with McAlester Main Street. Attend at least 6 "Lunch Bunch" and 6 "M.O.B.".
GOAL: Continue to support and participate during Make A Difference Day.
GOAL: Work with 3 other national, state, and local organizations for community advancement and promotion of sustainability.

Pride In McAlester 2015-2016 Budget

Revenue	
Donations & Miscellaneous Fundraisers	$ 9,200.00
Fundraiser	$ 50,000
Grants & Sponsorships	$ 2,700.00
McAlester City Contract	$ 60,000.00
Membership	$ 2,500.00
Total Revenue	$ 122,400
Operating Expenses	
Advertising	$ -1,000.00
Fundraiser Expenses	$ -30,000.00
Facilities and Equipment	$ -10,000.00
Office Supplies	$ -1,500.00
Payroll and Expenses	$ -50,000.00
Travel Expenses	$ -1,500.00
Project Expenses	$ -30,000.00
Total Expenses	$ -125,500
Net Income	-3100

With this request we ask for your commitment for the fiscal 2015-2016 year.

5/27/10
workshop

Assistant Police Chief Miller reviewed the E-911 Fund commenting about the request to add two (2) more dispatchers to help with the work load and training the 911 Coordinator and dispatchers to map and enter that information into the system. Manager Stasiak reviewed the Economic Development Fund and the funding for some of the groups that the City funds. There was a brief discussion among the Council concerning a review of all of the City's bonds. Manager Stasiak reviewed the Planning and Community Development Department commenting that funding for the Strategic plan was in this department. Mr. Modzelewski reviewed Fleet Maintenance explaining that all of the revenue and expense to maintain the City's fleet was in the area of the budget and that as work was performed on the various vehicles that expense would be transferred to each department.

There was continued discussion among the Council concerning the Nutrition centers, the estimated life of the landfill, adjustments to the Employee Retirement Fund, allocating allowed expenses to the Juvenile Fund, anticipated grant to purchase police vests, the restrictions on expenditures on State Forfeiture funds, the anticipated bond payments, the Educational Fund, the Gifts and Contributions fund, updating the City's investment policy, and how payments for the BKD debt were applied through the CIP Fund.

Manager Stasiak commented on his recommendations to the proposed budget. Among those recommendations were to increase revenue for ambulance from $380,000. to $420,000., increase administration revenue to $17,100., increase sales tax revenue from $7,365,211. to $7,405,211., decrease the contingency amount from $120,000. to $0 to fund employee health insurance at the fully insured rate, close the wading pools at "B" and Jefferson and Hunter Park and close the pool at Mullen Park, change the personnel budget to show privatization occurring on July 15, 2010 instead of September 1, 2010, changing the Utility Billing Clerk position back to full-time, include a Capital outlay grant match of $5,750. for the Airport, reinstating the voluntary retirement program and decreasing each of the outside agencies funding by 16% as follows: Pride in McAlester from $60,000. to $50,400, McAlester Main Street from $30,000. to 25,200., McAlester Economic Development from $219,849. to $184,673., Oklahomans for Independent Living from $24,000. to 20,160. and Emergency Management from $50,000. to $42,000.

There was a brief discussion concerning closing the pools and the Council indicated that they wanted both of the wading pools opened and Councilman Garvin agreed that if Mullen Park pool was not used it should not be opened. They also asked that the employees at the pools monitor attendance.

Councilman Harrison commented that he felt confident about this budget seemed to be based on realistic numbers.

Mayor Priddle thanked the senior staff for the work that had been put into the proposed budget.

Adjournment

There being no further business before the Council, Councilman Fiedler moved for adjournment. The motion was seconded by Vice-Mayor Browne. There was no discussion, and the vote was taken as follows:

City of McAlester

The City provides funding to organizations that provide community development, safety, environmental, health and overall improvement to the quaility of life.

This chart reflects the history of funding for these organizations.

ORGANIZATION	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015		2015-2016 REQUESTED	2015-2016 RECOMMENDATION
PRIDE OF MCALESTER	50,400	55,200	60,000	54,000	54,000		60,000	60,000
OKLAHOMANS FOR INDEPENDENT LIVING	20,160	22,080	24,000	21,600	24,000		24,000	24,000
MCALESTER MAIN STREET	25,200	25,200	28,000	25,200	27,400		37,400	30,000
SUNBELT CLASSIC TOURNAMENT	7,000	15,000	15,000	15,000	15,000	*	15,000	15,000
OLD TOWN FESTIVAL				6,000	8,000		12,800	12,800
PITTSBURG COUNTY EMERGENCY MANAGEMENT	42,000	46,000	50,000	42,500	42,500	**	52,500	50,000
	144,760	163,480	177,000	164,300	170,900		201,700	191,800

* Event is June 6-11, 2015

** Subject to contract revision

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	4
Department:	City Manager		
Prepared By:	Peter Stasiak	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

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

Recommendation

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

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

CONTRACT

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

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES

A. MMSA will engage in those activities on behalf of the City in order to achieve the economic and commercial development and revitalization of the "District" and, to promote the general welfare of the community and its citizens.

B. MMSA will provide technical assistance on behalf of the City to promote and accomplish its announced purpose, goals and objectives to the benefit of the City.

C. The City and MMSA will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MMSA's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.

D. In furtherance of the agreed-upon goals and objectives, MMSA shall provide an action plan to the City within 60 days after the effective date of this Contract and update periodically as appropriate.

E. MMSA will provide written reports to the City as requested that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.

F. The City will independently monitor MMSA's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. MMSA will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.

G. MMSA will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

2. PAYMENT FOR SERVICES

A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a minimum amount of $30,000.00 during the term of this Contract in monthly payments of $2,500.00 to assist MMSA in accomplishing its goals.

B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.

C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

A. The effective date of this Contract shall be July 1, 2015, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2016, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.

B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.

C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.

D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

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

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

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

4. ASSURANCES AND WARRANTIES

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

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

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

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

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

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

5. INDEMNIFICATION

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

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

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

6. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force an effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSAs shall

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

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

a. "ASSURANCES AND WARRANTIES"
b. "INDEMNIFICATION"
i."SEVERABILITY"; AND
ii."SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2015, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA

A Municipal Corporation

By_____

Steve Harrison, Mayor

ATTEST:

_____

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

William J. Ervin, City Attorney

Excuted and adopted upon motion duly made, seconded and passed this _____ day of _____, 2015, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.
By_____
Carl Gullick, President

ATTEST

Amber Young

Amber Young, Secretary

	Requested Ending June 2016		Approved Ending June 2015		Budget Ending March 31		Actual Ending March 31	
	Cash	In Kind	Cash	In Kind	Cash	In Kind	Cash	In Kind
Salary and Wages								
Base Salary	28,200		25,200		18,900		18,720	
Taxes/benefits	8,413		3,413		2,560		1,566	
Office Expenses								
Rent & Utilities	2,198		2,198		1,649		2,611	
Equipment	200		200		150			
Office Supplies	500		500		375		357	
Telephone/Internet	1,800		1,800		1,350		335	
Car Allowance	1,200		1,200		900		800	
Contigency	250		250		188			
Accounting Services		5,575		5,575		4,181		4,181
Professional Development								
Conference/Travel	3,500		3,500		2,625		2,329	
Other Expenses								
Printing/Publications	700		700		525			
Promotion/Advertising	2,000		2,000		1,500		134	
CultureFest	1,500		1,500		1,125		1,100	
Postage	200		200		150		35	
Insurance	2,131		1,631		1,223			
Membership Dues	450		450		338		1,669	
Other Expenses	206		206		155			
Committee Expenses								
Executive Committee	250		250		188		383	
Fundraising/Membership	1,700		1,700		1,275		383	
Promotion	2,500		1,500		1,125		997	
Design	1,000		1,000		750			
Economic Restructuring	1,500		1,000		750		62	
Total Expenses	60,398	5,575	50,398	5,575	37,801	4,181	31,481	4,181
Revenue								
City of McAlester	37,398		27,398		20,549		20,572	
Membership	14,000		14,000		10,500		2,725	
Fundraising	9,000		9,000		6,750		5,423	
	60,398	5,575	50,398	5,575	37,799	4,181	28,720	4,181
	Total Budget	**65,973**	**Total Budget**	**55,973**		**41,980**		**32,901**
	% City funded	*56.69*	*% City funded*	*48.95*	*% City funded*	*48.95*	*% City funded*	*62.53*

McALESTER MAIN STREET

From Old Town to Downtown

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

May 1, 2015

Dear Sirs:

With our request for the 2015-2016 fiscal year, McAlester Main Street would like to review our activities so far in the current fiscal year. Below, we have explained our progress in each area of the Main Street Four Point Approach:

Organization
McAlester Main Street fundraisers included Wild Color Stampede, Trick or Treat on the Street, and Seasonal Bake Sales. Main Street has raised $5,423.00 through the end of April.

McAlester Main Street has raised $4,755.00 in memberships and sponsorships as of April 30, 2015. We anticipate at least an ***additional $9,650.00*** in membership and sponsorship renewals by the end of the fiscal year.

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

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

Kelly Yadon from Oklahoma Main Street came in July for a social media workshop hosted in Old Town with an attendance of 15 business owners. The workshop helped several business in Old Town create Facebook pages that has helped promote the Old Town Antique Malls tremendously.

Design
McAlester Main Street Design committee partnered with the City of McAlester to install the first mobile parklet. The first parklet was placed Downtown in August and is successful demonstration of future streetscape improvements.

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

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

Economic Reconstruction
Economic Reconstruction committee worked with property owners Downtown and in Old Town for Mixed-used development zoning for Downtown and Old Town Loft Apartments which was approved by City Council this year and we look forward to Loft Apartments coming soon.

McAlester Main Street looks forward to continued progress in the upcoming year, and we request continued partnership with the City of McAlester to move forward and improve our community. Please find the enclosed objectives for the upcoming fiscal year, our proposed contract, and a request of *$37, 398* for the 2015-2016 fiscal year.

McAlester Main Street is requesting an *additional $10,000* for a match grant to allow business owners to redesign their facades and help move forward on the Downtown Streetscape project, as well as a pay raise for the executive director. McAlester Main Street was awarded additional $2,000 last year which helped with our move to our new office, but we were unable to use that money to improve our Downtown or Old Town the way we would have liked.

Thank you very much for your support.

Respectfully,

Board of Directors
McAlester Main Street Association

McAlester Main Street

From Old Town to Downtown

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

Design
Maintain existing potted plants in both districts and parklet in Downtown

Continue to seek funding for Master Streetscape plan
McAlester Main Street is still seeking funding for a Master Streetscape plan. In the meantime, we are working on plans for more short term improvements.

Economic Reconstruction
Implement business recruitment program for vacant buildings Downtown.
McAlester Main Street created a Downtown Business Recruitment Packet to be distributed by the Economic Restructuring Committee. The committee is distributing the packet this summer.

Organization
Generate $14,000 through membership dues and $9,000 through fundraising activities
McAlester Main Street anticipates reaching this membership goal with our Board Members membership drive coming this summer.

Host or Co-host Cruise Night, Wild Color Stampede, and Trick or Treat Party in the Street

Promotion
Host or Co-host Crazy Days, Armed Forces Day Parade, CultureFest, and the Christmas Parade. Working with Christmas on the Hill committee to expand the event to Downtown to directly benefit Main Street Merchants.

Work with member business to improve building façades by applying for façade match grant

Continue to expand marketing efforts for our Main Street member businesses

Assist with Wild West Festival

Finish the process to install way finding signage for both districts
The application process should be complete by fall.

5/27/10
workshop

Assistant Police Chief Miller reviewed the E-911 Fund commenting about the request to add two (2) more dispatchers to help with the work load and training the 911 Coordinator and dispatchers to map and enter that information into the system. Manager Stasiak reviewed the Economic Development Fund and the funding for some of the groups that the City funds. There was a brief discussion among the Council concerning a review of all of the City's bonds. Manager Stasiak reviewed the Planning and Community Development Department commenting that funding for the Strategic plan was in this department. Mr. Modzelewski reviewed Fleet Maintenance explaining that all of the revenue and expense to maintain the City's fleet was in the area of the budget and that as work was performed on the various vehicles that expense would be transferred to each department.

There was continued discussion among the Council concerning the Nutrition centers, the estimated life of the landfill, adjustments to the Employee Retirement Fund, allocating allowed expenses to the Juvenile Fund, anticipated grant to purchase police vests, the restrictions on expenditures on State Forfeiture funds, the anticipated bond payments, the Educational Fund, the Gifts and Contributions fund, updating the City's investment policy, and how payments for the BKD debt were applied through the CIP Fund.

Manager Stasiak commented on his recommendations to the proposed budget. Among those recommendations were to increase revenue for ambulance from $380,000. to $420,000., increase administration revenue to $17,100., increase sales tax revenue from $7,365,211. to $7,405,211., decrease the contingency amount from $120,000. to $0 to fund employee health insurance at the fully insured rate, close the wading pools at "B" and Jefferson and Hunter Park and close the pool at Mullen Park, change the personnel budget to show privatization occurring on July 15, 2010 instead of September 1, 2010, changing the Utility Billing Clerk position back to full-time, include a Capital outlay grant match of $5,750. for the Airport, reinstating the voluntary retirement program and decreasing each of the outside agencies funding by 16% as follows: Pride in McAlester from $60,000. to $50,400, McAlester Main Street from $30,000. to 25,200., McAlester Economic Development from $219,849. to $184,673., Oklahomans for Independent Living from $24,000. to 20,160. and Emergency Management from $50,000. to $42,000.

There was a brief discussion concerning closing the pools and the Council indicated that they wanted both of the wading pools opened and Councilman Garvin agreed that if Mullen Park pool was not used it should not be opened. They also asked that the employees at the pools monitor attendance.

Councilman Harrison commented that he felt confident about this budget seemed to be based on realistic numbers.

Mayor Priddle thanked the senior staff for the work that had been put into the proposed budget.

Adjournment

There being no further business before the Council, Councilman Fiedler moved for adjournment. The motion was seconded by Vice-Mayor Browne. There was no discussion, and the vote was taken as follows:

City of McAlester

The City provides funding to organizations that provide community development, safety, environmental, health and overall improvement to the quality of life.

This chart reflects the history of funding for these organizations.

ORGANIZATION	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015		2015-2016 REQUESTED	2015-2016 RECOMMENDATION
PRIDE OF MCALESTER	50,400	55,200	60,000	54,000	54,000		60,000	60,000
OKLAHOMANS FOR INDEPENDENT LIVING	20,160	22,080	24,000	21,600	24,000		24,000	24,000
MCALESTER MAIN STREET	25,200	25,200	28,000	25,200	27,400		37,400	30,000
SUNBELT CLASSIC TOURNAMENT	7,000	15,000	15,000	15,000	15,000	*	15,000	15,000
OLD TOWN FESTIVAL				6,000	8,000		12,800	12,800
PITTSBURG COUNTY EMERGENCY MANAGEMENT	42,000	46,000	50,000	42,500	42,500	**	52,500	50,000
	144,760	163,480	177,000	164,300	170,900		201,700	191,800

* Event is June 6-11, 2015

** Subject to contract revision

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	5
Department:	City Manager		
Prepared By:	Peter Stasiak	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

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

Recommendation

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

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

McAlester/Pittsburg County Emergency Management

1210 N. West Street
McAlester, Ok. 74501
Office- 918 423 5655
Fax- 918 423 2677
civildefense@allegiance.tv

April 29, 2015

Progress and growth are two very important words for McAlester/Pittsburg County Emergency Management in the next year. Due to flooding in the existing Emergency Operations Center (EOC) in the last year, it has been decided that our office should move to another building. Additionally, we have been named a Regional EOC for Oklahoma Emergency Management. This is important not only for our office, but for the City of McAlester as well.

In the event of a disaster here, in southeast Oklahoma, or possibly anywhere in the state, personnel from Oklahoma Emergency Management as well as FEMA may come to our EOC to help with disaster operations. It is very important that all of these agencies be able to work together and be in close proximity. This facility should be large enough and equipped to allow larger numbers of personnel to come in and work within the facility. In times of non-disaster, this space will be used for training for emergency managers across southeastern Oklahoma as well as for local training.

How does this help the City of McAlester? All of these people coming in will have to have motel rooms, and food, etc. Beyond that, we feel that needed resources will come into our area faster than if the regional EOC was located somewhere else in southeastern Oklahoma.

The Regional EOC operation will be in addition to ongoing and normal duties of McAlester/Pittsburg County Emergency Management. On the following pages you can see a brief summary of events and activities so far this year. You will also find our goals for FY 2015/ 2016, and financial information for the current year to date.

There will be significant expenses in getting the new McAlester/Pittsburg County EOC and Regional EOC operational. Once it is finished, however, it will be a significant asset to McAlester and southeastern Oklahoma.

With this in mind, we request $50,000.00 for fiscal year 2015/2016. If you have any questions, please do not hesitate to contact me at any time.

Respectfully,

Kevin Enloe
Director

CURRENT YEAR SUMMARY

McAlester has been very fortunate in the fact that we have experienced no federally declared disasters in the 2014-2015 fiscal year. Even though this is true, the work that we do doesn't slow down. We remain ever vigilant of upcoming weather events and preparing our residents to be safe.

May 2014 started Operation Playing with Fire- a set of exercises that held many goals. The scenario was based on the outer edges of the City of McAlester that are wooded, and under dry conditions could cause multiple fires and problems. Goals included ensuring that McAlester Fire Department and fire departments out in the county could communicate, understood incident command, and could work within this structure. First was a tabletop exercise where responders talked out their response to each situation. This was followed up with a Full Scale Exercise on August 2, 2014.

The full scale exercise "Operation Playing With Fire" was a wildland/urban interface fire scenario. Designed to challenge fire departments with communications and multiple structure and grass/timber fires within the city of McAlester going on at the same time. This exercise also required other agencies to get involved and exercise procedures for evacuation.
These exercise required hundreds of hours of planning and writing by our office. Our office coordinated both the tabletop and full scale exercise, provided controllers and overall safety personnel to ensure both the safety of the "players" and the residents.
The benefits to the City of McAlester are:
1. McAlester Fire Department have a better knowledge of resources the county fire departments have available.
2. McAlester Fire Department has a greater awareness of how these resources can help them if the situation requires it.
3. The residents of the City of McAlester were encouraged to evaluate their own evacuation plans.
4. Residents were encouraged to be aware of fire dangers and reducing fire danger around their own homes.

This office plays a support role in helping to plan and carry out the McAlester Classic fire training held in September of each year as we did in September 2014.

McAlester/Pittsburg County Emergency Management participated in Cruise Night on September 27, 2014. We were on hand giving out preparedness information, storm shelter registration forms and visiting with McAlester residents regarding preparedness within their own homes.

On October 2, 2014, McAlester/Pittsburg County Emergency Management participated in Career Day at the EXPO, handing out preparedness information and visiting with the young people about how important it is for them to be prepared for emergencies, and to have a plan with their families in the event of a disaster or emergency.

November 7, 2014 was Public Service Company's "Winter Storm Drill". This is an important event because PSO provides electric service for the majority of the city, and we find it invaluable to build those relationships and know how PSO responds to large scale power outages.

On February 2, 2015, McAlester/Pittsburg County coordinated with National Weather Service to bring Storm Spotter training to McAlester. This training is open to the public for those who wish to learn more about severe weather.

Winter Weather- Our office works with the local newspaper and radio to help educate and remind residents of the City of McAlester regarding winter weather preparedness so that the impacts of winter weather or power outages will have a less negative impact. Several articles have been published to emphasize the importance of being prepared.
When inclement weather is approaching, our office is in touch with City leaders to coordinate efforts and make sure we are ready to do whatever is needed to keep the residents of the City of McAlester safe.

Severe Weather- Spring is always a time of unstable weather, but severe weather (severe storms, tornadoes) can happen at any time. If severe weather is approaching, our office is in contact with city leaders, and are in the Emergency Operations Center. We coordinate our volunteer storm spotters, making every effort to give the residents of McAlester as much information and warning as possible that severe weather is approaching.

In an additional effort to educate, prepare and inform the residents of McAlester, we have implemented a Facebook page. The goal of this social media site is to educate and inform our residents. During inclement weather we make every effort to post weather/storm spotter reports so that McAlester residents have real time updates.

The previously written storm shelter grant is in the last stages of closeout. When this grant is completely closed out, we plan to write another grant to bring more storm shelters in to McAlester if/when funding is available.

On July 31, 2014, our Emergency Operations Center experienced a damaging flood in the facility causing thousands of dollars of damage to both the facility and equipment. Since this has happened before, it has been decided that our office should move out of the current facility in the basement of the Pittsburg County Justice Center. The plan is to move to a larger facility in the upcoming months. With this decision comes word from Oklahoma Emergency Management to make our facility a regional hub for state operations. This is important for many reasons. Having a regional operations hub in McAlester would make response/recovery more timely as those personnel will be here and not in some other city. Additionally, the influx of personnel into our area would be beneficial to local commerce.

GOALS FOR UPCOMING FISCAL YEAR

1. Re-vamp Emergency Operations Plan
   (Has been changed over to Emergency Support Functions format and would be a more user friendly document)
2. Establish new Emergency Operations Center location.
   (Equip and prepare to activate and staff EOC for any type of emergency, regardless of location)
3. Continue to educate residents on all hazards preparedness (Severe weather, winter weather, fire weather, heat dangers, etc.)
4. Continue to work with officials to coordinate response to large events and disasters.
5. Continue to train staff for all hazards response.
6. Coordinate the implementation of Rave Notification System
7. Expand Rave System to include schools.
8. Review Hazard Mitigation Plan
9. Continue to monitor weather and provide earliest warning possible.

Financial

2014/15 Budget: (Current Year)

Pittsburg County	$138,135.84
EMPG Grant	70,000.00
City of McAlester	42,500.00*
Total	$250.635.84

* Due to the fact that the 2014/2015 funding from the City of McAlester has not yet been received, we cannot provide accounting statement.

Funding at the yearly amount above represents 16.9% of the Emergency Management budget.

2013 Census:

Population of Pittsburg County	44,703
Population of McAlester	18301

Population of McAlester represents 41% of the population in Pittsburg County.

5/27/10
workshop

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* Event is June 6-11, 2015

** Subject to contract revision

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	6
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	2

Subject

Consider and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2015-2016; providing for severability clause; and declaring an emergency.

Recommendation

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

Discussion

On May 12, 2015, the City Council held a public hearing to allow citizens the opportunity to express their opinion on the proposed annual operating budget for next fiscal year. The attached ordinance formally adopts the FY 2015-2016 Annual Operating Budget.

Approved By

		Initial	*Date*
Department Head			06/02/15
City Manager	P. Stasiak	PJS	

ORDINANCE NO. _____

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

WHEREAS, the City of McAlester, Oklahoma completed and placed on file with the City Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the City for the fiscal year 2015-2016; and

WHEREAS, a notice was published that the City Council for the City would meet on May 12th, 2015, at the hour of 5:30 p.m., in City Council Chambers at City Hall of the City of McAlester for the purpose of giving citizens within the limits of said city an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, Article 5, Section 5.06 (1) of the City Charter requires that the budget to be adopted by ordinance; and

WHEREAS, this Ordinance is meant to adopt the budget for fiscal year 2015-2016 in ordinance form in accordance with the City Charter.

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

Section 1. The budget of the City of McAlester, Oklahoma for the fiscal year 2015-2016 is hereby adopted at the departmental level, which budget shows total resources available in the amount of **$91,946,405** with **$45,936,476** of that being estimated beginning fund balance and **$35,863,379** as current year revenues along with fund/departmental budgeted appropriations of **$43,054,868** with **$10,146,550** of that being transfers to other funds leaving a total in the amount of **$32,908,318**.

Section 2. Budgeted resources, including any appropriated fund balance for each separate fund of the City of McAlester, for the fiscal year 2015-2016 are set forth in summary in the attached exhibit, and are hereby appropriated for expenditure at the departmental level during the fiscal year 2015-2016.

Section 3. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2015-2016, within a fund, subject to a dollar limitation of $25,000 and notification to the City Council and the Audit and Finance Advisory Committee, in writing.

Section 4. The City Clerk is directed to transmit a copy of this budget ordinance hereby adopted to the State Auditor and Inspector's Office.

Section 5. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of McAlester hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact of any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 6. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 9th day of June, 2015.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

Approved as to form and legality this 9th day of June, 2015.

_____
William J. Ervin, City Attorney

Fund: Department:	Appropriation Amount
General Fund:	
Council / Mayor	$123,389
Manager	$382,898
Finance	$338,983
City Clerk	$136,122
Court	$193,943
Legal	$139,744
Information Services	$158,318
Criminal Investigation	$667,384
Patrol	$3,114,482
Animal Control	$49,315
Communications	$207,338
Fire	$3,171,564
EMS	$115,974
Parks	$780,052
Swimming Pool	$138,775
Recreation	$300,951
Cemetery	$348,220
Facility Maintenance	$294,263
Planning & Community Development	$403,472
Human Resources	$211,986
Streets	$1,382,688
Interdepartmental	1,204,574
Transfers Out	1,342,812
MPWA:	
Utility Office	$509,115
Landfill	$147,945
Sanitation	$1,934,361
Engineering	$435,295
Wastewater Treatment	$747,239
Water Treatment	$1,320,176
Utility Maintenance	$833,437
Interdepartmental	6,878,361
Transfers Out	2,415,007
Airport Authority Fund:	
Airport	$235,010
Transfers Out	0
Parking Authority Fund:	
Parking Lot Operations	$2,000
Nutrition Fund:	
Nutrition	$287,204
Sub-Title D Fund:	
Landfill	$220,125
Employee Retirement:	
Interdepartmental	$978,699
Juvenile Fine / Reserve Fund:	
City Attorney	$23,980
Narcotics	6,091
Police Grant Fund:	
Police	$0
State Forfeiture Fund:	
Narcotics	$0
Cemetery Care Fund:	
Cemetery	$34,032
Bond Trustee Fund:	
Finance	$0
Airport Grant Fund:	
Airport	$0
Educational Fund:	
Finance	$31,009
Transfers Out	641,000
Tourism Fund:	
Tourism	$244,304
Transfers Out	369,124
SE Expo Center Fund:	
S.E. Expo	$520,124
E-911 Fund:	
E-911	$739,800
Economic Development Fund:	
Finance	$86,235
Planning & Community Development	362,481
Transfers Out	895,411
Gifts & Contributions Fund:	
Interdepartmental	$0
CDBG Grants Fund:	
Engineering	$0
Fleet Maintenance Fund:	
Fleet Maintenance	$505,604
Workers Compensation Fund:	
Interdepartmental	$360,000
Emergency Fund:	$0
Dedicated Sales Tax - MPWA	
Interdepartmental	$15,000
Transfers Out	4,483,198
Repayment (CIP) Fund:	
City Manager	75,000
Parks	0
Streets	587,804
Facility Maintenance	50,000
Fleet Maintenance	66,983
Utility Billing	0
Water Treatment	200,000
Utility Maintenance	325,000
Federal Forfeiture Fund:	
Narcotics	$33,000
Technology Fund:	
Information Technology	$187,500

$43,054,868

01 -GENERAL FUND

REVENUES		2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-102	GASOLINE TAX	34,070	33,805	33,167	35,100	25,306	33,740	34,749	34,749
4-0-103	AUTO TAX	125,764	129,652	140,646	142,000	105,214	140,282	144,488	144,488
4-0-104	FRANCHISE TAX	584,264	523,992	640,490	632,900	448,015	597,339	607,747	607,747
4-0-105	ALCOHOLIC BEVERAGES TAX	121,359	129,154	134,345	137,800	104,465	139,284	138,800	138,800
4-0-106	SALES TAX	8,374,346	7,731,837	7,571,363	7,901,198	5,954,761	7,939,483	8,178,924	8,178,924
4-0-107	USE TAX	601,058	699,017	629,114	636,900	503,979	671,956	698,219	698,219
4-0-109	TOBACCO/CIGARETTE TAX	211,006	177,428	157,472	157,000	119,211	158,945	160,143	160,143
4-0-202	BUILDING PERMITS	25,456	38,131	50,901	22,500	22,108	29,477	31,480	31,480
4-0-203	ELECTRIC LICENSES	4,265	3,325	2,780	2,300	3,730	4,973	3,300	3,300
4-0-204	PLUMBING LICENSES	1,560	2,475	1,940	1,300	2,325	3,100	1,800	1,800
4-0-205	LOADING LICENSES	2,380	2,270	3,010	1,200	350	467	1,200	1,200
4-0-207	ELECTRIC PERMITS	7,758	12,082	14,507	8,000	7,539	10,052	10,245	10,245
4-0-208	PLUMBING PERMITS	14,739	17,604	21,568	12,800	19,049	25,398	14,280	14,280
4-0-209	GARAGE SALE PERMITS	2,230	1,840	1,825	1,500	885	1,180	1,500	1,500
4-0-210	MISCELLANEOUS PERMITS/LICENSE	3,614	2,830	3,247	2,600	2,979	3,972	2,800	2,800
4-0-218	BEER LICENSE/MIXED BEVERAGE	13,275	10,565	16,025	13,700	7,350	9,800	13,700	13,700
4-0-219	FOOD/EATING EST. PERMITS	3,595	2,990	2,895	1,000	610	813	1,200	1,200
4-0-221	HEAT/AIR CONTR. LICENSES	2,775	2,830	3,265	3,100	2,874	3,832	3,250	3,250
4-0-222	PEDDLER/SOLICITOR PERMITS	1,224	3,104	2,134	2,200	1,552	2,069	2,200	2,200
4-0-223	PEST CONTROL LICENSES	600	500	600	200	100	133	200	200
4-0-224	PLUMBING/HEAT/AIR CONTR.	5,471	8,330	11,974	5,500	202	269	8,200	8,200
4-0-226	SIGN LICENSES/PERMITS	1,265	1,420	2,433	2,800	870	1,160	1,500	1,500
4-0-227	BURN PERMITS	2,100	1,700	1,980	1,600	1,550	2,067	1,850	1,850
4-0-300	GRANT REVENUE-HIWAY SAFETY	28,167	23,155	27,658	25,300	25,847	34,461	25,000	25,000
4-0-302	GRANT REVENUE - MARIJUANA	0	0	15,000	15,000	0	0	15,000	15,000
4-0-303	GRANT REVENUE-COPS	0	0	0	55,982	0	0	135,220	135,220
4-0-330	GRANT REVENUE	96,718	0	0	0	0	0	0	0
4-0-400	COURT ADMIN FEE	2,653	2,970	3,993	4,000	3,730	4,974	5,086	5,086
4-0-401	COURT COSTS	234,387	282,787	307,618	302,200	245,447	327,255	338,600	338,600
4-0-402	CEMETERY OPENINGS	29,444	28,481	28,022	32,100	22,491	29,987	27,563	27,563
4-0-403	INCARCERATION FEE	0	0	2,155	0	10,962	14,616	13,435	13,435
4-0-406	SWIMMING POOLS	19,075	18,811	17,405	19,100	10,123	13,496	18,500	18,500
4-0-407	SWIMMING POOL CONCESSION	11,124	3,948	181	200	0	0	0	0
4-0-408	AMBULANCES	434,852	421,851	429,566	452,700	410,349	547,119	548,000	548,000
4-0-410	FALSE ALARMS	0	(850)	25	0	0	0	0	0
4-0-416	STREET & CURB CUTS	3,794	3,797	11,977	14,000	425	566	5,000	5,000
4-0-419	RECREATION FEES	3,520	20,396	11,075	3,600	1,130	1,507	3,600	3,600
4-0-420	ADMINISTRATION REIMBURSEMENT	24,400	7,000	0	0	0	0	0	0
4-0-422	OIL/GAS LEASES & ROYALTIES	1,099,295	1,061,295	1,199,474	1,134,800	721,088	961,426	840,500	840,500
4-0-423	ABATEMENTS	18,188	25,228	27,485	35,100	24,488	32,650	35,100	35,100
4-0-425	RENTAL PROPERTY	600	550	0	0	0	0	0	0
4-0-426	RENTAL ROOMS	6,217	5,305	4,990	4,500	5,351	7,134	4,500	4,500
4-0-427	ALARMS	10,475	9,925	7,600	5,100	5,610	7,480	6,400	6,400
4-0-428	SOFTBALL COMPLEX CONCESSION	16,341	6,012	8,913	14,000	12,363	16,484	18,545	18,545
4-0-429	SOFTBALL COMPLEX FEES	19,350	12,080	18,610	12,700	10,471	13,961	15,706	15,706
4-0-501	POLICE FINES	634,183	620,897	757,913	745,500	649,372	865,808	885,525	885,525
4-0-503	POLICE FINE - TAG FEE	0	0	1,050	10,000	3,570	4,760	2,940	2,940

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

01 -GENERAL FUND

REVENUES		2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-601	INVESTMENT INCOME	46,163	27,728	23,284	23,800	14,788	19,716	20,955	20,955
4-0-602	SURPLUS/AUCTION REVENUE	61,289	24,030	1,027	19,000	999	1,332	500	500
4-0-604	HAY SALES	7,100	8,108	0	2,000	0	0	750	750
4-0-605	VENDORS	867	700	762	500	186	248	200	200
4-0-606	DEMOLITIONS	400	4,450	90	400	6,640	8,853	9,800	9,800
4-0-608	CEMETERY LOTS	11,638	22,116	13,278	12,535	6,563	8,750	12,535	12,535
4-0-609	OTC INTERCEPT COLLECTION FEE	0	0	0	0	539	719	0	0
4-0-610	MISCELLANEOUS	121,938	9,082	13,873	11,880	10,142	13,522	13,200	13,200
4-0-612	CEMETERY FEES (OT,SET-UP,DIS)	16,300	16,600	18,075	21,075	8,350	11,133	16,000	16,000
4-0-615	CREDIT CARD PAYMENT FEES	5,950	8,359	9,510	9,684	6,824	9,098	8,930	8,930
4-0-624	UTILITY REIMBURSEMENT	0	0	0	0	3,930	5,240	5,240	5,240
4-0-625	REIMBURSEMENTS	18,872	33,489	43,356	25,000	13,381	17,842	21,032	21,032
4-0-626	FEMA (REIMBURSEMENT)	100,430	16,738	0	0	0	0	0	0
4-0-627	RANDY GREEN REIMBURSEMENT	5,937	5,541	5,541	5,541	4,156	5,541	5,541	5,541
4-0-628	DEA OT REIMBURSEMENT	20,686	16,044	17,447	4,521	526	701	5,000	5,000
4-0-702	TFR FROM MPWA	1,469,130	822,932	1,760,943	1,899,224	1,424,418	1,899,177	2,061,559	2,061,559
4-0-721	TRANSFER FROM MPWA	880,538	920,119	0	0	0	0	0	0
4-0-999	APPROPRIATED FUND BALANCE	0	0	0	1,133,566	0	0	0	0
TOTAL REVENUES		15,604,193	14,026,456	14,235,628	15,779,806	10,999,284	14,665,346	15,187,237	15,187,237

4-0-702 TFR FROM MPWA

PERMANENT NOTES:

This accounts receives transfers funds from MPWA to General Fund - CIP(Capital Fund).

4-0-721 TRANSFER FROM MPWA

PERMANENT NOTES:

This accounts receives transfers funds from MPWA to General Fund - CIP(Capital Fund).

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

01 -GENERAL FUND

101-CITY COUNCIL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5101102 PART-TIME PAYROLL	4,361	4,500	4,450	4,500	3,375	4,500	4,500	4,500
5101108 FICA	288	279	276	279	209	279	279	279
5101109 UNEMPLOYMENT	0	0	0	45	0	0	45	45
5101111 MEDICARE	68	66	65	65	49	66	65	65
TOTAL PERSONAL SERVICES	4,717	4,845	4,791	4,889	3,633	4,845	4,889	4,889
MATERIALS & SUPPLIES								
5101202 OPERATING SUPPLIES	10,048	798	1,908	3,750	1,401	1,868	3,000	3,000
TOTAL MATERIALS & SUPPLIES	10,048	798	1,908	3,750	1,401	1,868	3,000	3,000
OTHER SERVICES & CHARGES								
5101319 MISCELLANEOUS	2,814	188	86	1,000	0	0	1,000	1,000
5101330 DUES & SUBSCRIPTIONS	20,703	21,032	1,084	23,321	22,120	29,493	25,000	25,000
5101331 EMPLOYEE TRAVEL & TRAININ	395	793	2,290	3,000	85	113	3,000	3,000
5101350 ELECTIONS	10,314	15,965	18,515	23,031	18,511	24,680	12,500	12,500
5101353 PITTSBURG EMERGENCY MGMT	46,000	50,000	42,500	42,500	0	0	50,000	50,000
5101355 OIL-OK FOR INDEPENDENT LIVING	22,080	24,000	21,600	24,000	18,000	23,999	24,000	24,000
5101357 CRIME STOPPERS	1,000	0	0	0	0	0	0	0
TOTAL OTHER SERVICES & CHARGES	103,306	111,978	86,075	116,852	58,716	78,286	115,500	115,500

5101330 DUES & SUBSCRIPTIONS

CURRENT YEAR NOTES:

Majority of this budget is the OML membership dues for the City.

CAPITAL OUTLAY								
TOTAL								
TOTAL 101-CITY COUNCIL	118,072	117,621	92,774	125,491	63,750	84,998	123,389	123,389

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

01 -GENERAL FUND

210-CITY MANAGER

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5210101 FULL-TIME PAYROLL	149,738	157,160	201,538	205,359	149,053	198,733	209,158	209,158
5210104 LONGEVITY (DEC-MAY & JUN-NOV)	0	0	375	300	150	200	690	690
5210105 SEVERANCE/UNUSED LEAVE	0	0	2,152	0	0	0	0	0
5210107 GROUP INSURANCE	13,399	12,725	18,182	19,811	12,573	16,763	19,781	19,781
5210108 FICA	9,520	9,420	12,381	13,743	9,131	12,174	13,383	13,383
5210109 UNEMPLOYMENT	367	395	589	652	289	385	510	510
5210110 PENSION-DEFINED BENEFIT	8,346	8,025	17,252	12,605	4,908	6,544	10,912	10,912
5210111 MEDICARE	2,364	2,270	2,895	3,214	2,135	2,847	3,130	3,130
5210112 VEHICLE ALLOWANCE	6,000	6,000	6,000	6,000	4,500	6,000	6,000	6,000
5210113 PENSION - CONTRACT	9,349	11,595	11,300	12,175	8,883	11,844	12,099	12,099
5210114 PENSION-DEFINED CONTRIBUTION	0	0	0	4,740	2,782	3,709	4,185	4,185
TOTAL PERSONAL SERVICES	199,087	207,591	272,663	278,599	194,404	259,199	279,848	279,848
MATERIALS & SUPPLIES								
5210202 OPERATING SUPPLIES	2,341	2,116	1,693	2,500	1,897	2,529	2,500	2,500
5210207 CLOTHING ALLOWANCE	0	0	0	0	0	0	250	250
TOTAL MATERIALS & SUPPLIES	2,341	2,116	1,693	2,500	1,897	2,529	2,750	2,750
OTHER SERVICES & CHARGES								
5210302 CONSULTANTS/LABOR RELATIONS	104,588	78,555	55,049	68,000	31,338	41,783	45,000	45,000
5210303 CONSULTANTS/BENEFITS	0	4,422	0	0	0	0	0	0
5210317 ADVERTISING & PRINTING	1,732	0	0	500	0	0	500	500
5210330 DUES & SUBSCRIPTIONS	2,252	2,200	2,018	3,300	2,408	3,211	3,300	3,300
5210331 EMPLOYEE TRAVEL & TRAININ	4,834	5,181	7,931	6,100	5,548	7,397	6,500	6,500
TOTAL OTHER SERVICES & CHARGES	113,406	90,358	64,998	77,900	39,294	52,390	55,300	55,300
CAPITAL OUTLAY								
5210480 CONTINGENCY	3,025	12,445	2,705	11,909	2,820	3,761	25,000	25,000
TOTAL CAPITAL OUTLAY	3,025	12,445	2,705	11,909	2,820	3,761	25,000	25,000
TOTAL 210-CITY MANAGER	317,859	312,510	342,060	370,908	238,415	317,879	362,898	362,898

01 -GENERAL FUND

211-FINANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5211101 FULL-TIME PAYROLL	162,387	177,819	157,742	189,233	133,526	178,030	227,006	227,006
5211102 PART-TIME PAYROLL	0	0	13,023	14,280	8,488	11,316	15,080	15,080
5211104 LONGEVITY (DEC-MAY & JUN-NOV)	440	500	795	720	480	640	1,410	1,410
5211105 SEVERANCE/UNUSED LEAVE	1,436	1,088	0	0	0	0	0	0
5211107 GROUP INSURANCE	21,941	22,341	18,520	19,538	15,684	20,911	26,109	26,109
5211108 FICA	10,763	10,175	9,568	10,930	8,071	10,762	15,097	15,097
5211109 UNEMPLOYMENT	642	772	704	748	354	472	850	850
5211110 PENSION-DEFINED BENEFIT	32,587	33,833	32,321	23,751	16,687	22,249	29,511	29,511
5211111 MEDICARE	2,517	2,379	2,238	2,556	1,888	2,517	3,531	3,531
5211114 PENSION-DEFINED CONTRIBUTION	0	0	0	7,802	6,255	8,339	10,564	10,564
TOTAL PERSONAL SERVICES	232,713	248,906	234,911	269,558	191,433	255,237	329,158	329,158
MATERIALS & SUPPLIES								
5211202 OPERATING SUPPLIES	4,724	5,137	2,815	3,700	1,636	2,182	2,000	2,000
5211207 CLOTHING ALLOWANCE	0	0	0	0	0	0	625	625
TOTAL MATERIALS & SUPPLIES	4,724	5,137	2,815	3,700	1,636	2,182	2,625	2,625
OTHER SERVICES & CHARGES								
5211317 ADVERTISING & PRINTING	0	0	269	700	0	0	700	700
5211330 DUES & SUBSCRIPTIONS	295	556	2,044	850	410	547	1,000	1,000
5211331 EMPLOYEE TRAVEL & TRAININ	6,374	1,797	3,282	5,000	3,970	5,293	5,500	5,500
TOTAL OTHER SERVICES & CHARGES	6,669	2,353	5,595	6,550	4,380	5,840	7,200	7,200
CAPITAL OUTLAY								
TOTAL								
TOTAL 211-FINANCE	244,107	256,396	243,320	279,808	197,449	263,259	338,983	338,983

01 -GENERAL FUND

212-CITY CLERK

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5212101 FULL-TIME PAYROLL	47,727	50,977	51,265	63,199	43,043	57,389	78,849	78,849
5212102 PART-TIME PAYROLL	25,358	18,486	12,430	9,685	9,684	12,912	0	0
5212104 LONGEVITY	330	390	450	450	240	320	600	600
5212107 GROUP INSURANCE	6,644	6,316	6,214	10,798	7,565	10,086	13,020	13,020
5212108 FICA	4,766	4,201	3,710	3,905	3,173	4,231	4,926	4,926
5212109 UNEMPLOYMENT	297	278	308	374	207	276	340	340
5212110 PENSION-DEFINED BENEFIT	11,772	10,977	10,709	7,138	5,273	7,031	9,823	9,823
5212111 MEDICARE	1,114	982	868	913	742	989	1,152	1,152
5212114 PENSION- DEFINED CONTRIBUTION	0	0	0	2,571	2,251	3,001	3,767	3,767
TOTAL PERSONAL SERVICES	98,008	92,607	85,954	99,033	72,178	96,235	112,477	112,477
MATERIALS & SUPPLIES								
5212202 OPERATING SUPPLIES	2,369	959	481	400	228	304	850	850
5212207 CLOTHING ALLOWANCE	0	0	0	0	0	0	250	250
TOTAL MATERIALS & SUPPLIES	2,369	959	481	400	228	304	1,100	1,100
OTHER SERVICES & CHARGES								
5212308 CONTRACTED SERVICES	1,798	2,434	962	1,150	592	789	1,360	1,360
5212317 ADVERTISING & PRINTING	2,580	1,503	1,637	2,000	1,576	2,101	2,500	2,500
5212330 DUES & SUBSCRIPTIONS	299	338	282	470	263	351	615	615
5212331 EMPLOYEE TRAVEL & TRAININ	2,119	699	1,248	2,900	831	1,108	3,070	3,070
5212339 CODIFICATION	1,269	8,000	1,870	13,000	0	0	15,000	15,000
TOTAL OTHER SERVICES & CHARGES	8,064	12,974	5,999	19,520	3,262	4,349	22,545	22,545
TOTAL 212-CITY CLERK	108,441	106,540	92,433	118,953	75,669	100,889	136,122	136,122

01 -GENERAL FUND

213-MUNICIPAL COURT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5213101 FULL TIME PAYROLL	71,432	76,327	74,570	73,260	52,967	70,621	77,335	77,335
5213102 PART-TIME PAYROLL	40,919	37,180	33,026	40,950	25,262	33,682	40,950	40,950
5213104 LONGEVITY (JUN-NOV & DEC-MAY)	1,500	1,860	1,890	1,920	960	1,280	2,010	2,010
5213107 GROUP INSURANCE	13,049	12,394	12,210	12,895	9,632	12,842	12,905	12,905
5213108 FICA	5,455	5,088	4,520	7,200	3,225	4,300	7,458	7,458
5213109 UNEMPLOYMENT	670	674	638	748	352	470	680	680
5213110 PENSION-DEFINED BENEFIT	13,665	13,722	15,015	10,116	7,496	9,994	9,892	9,892
5213111 MEDICARE	1,276	1,190	1,057	1,684	754	1,006	1,744	1,744
5213114 PENSION-DEFINED CONTRIBUTION	0	0	0	3,644	2,648	3,531	3,794	3,794
TOTAL PERSONAL SERVICES	147,965	148,435	142,925	152,417	103,297	137,726	156,768	156,768
MATERIALS & SUPPLIES								
5213202 OPERATING SUPPLIES	3,320	2,575	443	600	40	53	500	500
5213207 CLOTHING ALLOWANCE	0	0	0	0	0	0	375	375
TOTAL MATERIALS & SUPPLIES	3,320	2,575	443	600	40	53	875	875
OTHER SERVICES & CHARGES								
5213317 ADVERTISING & PRINTING	545	0	5,558	4,500	408	544	2,500	2,500
5213330 DUES & SUBSCRIPTIONS	110	110	110	300	220	293	300	300
5213331 EMPLOYEE TRAVEL & TRAINING	3,612	2,224	2,198	2,100	1,592	2,122	2,600	2,600
5213335 COUNTY INCARCERATION EXPENSE	0	0	28,644	104,544	88,572	118,093	15,000	15,000
5213336 FEES	2,400	2,400	2,400	2,400	1,910	2,547	2,400	2,400
5213338 CREDIT CARD MACHINE	7,057	9,338	10,675	10,900	11,554	15,405	13,500	13,500
5213340 CASH LONG/SHORT	26	(9)	137	0	10	13	0	0
TOTAL OTHER SERVICES & CHARGES	13,750	14,063	49,722	124,744	104,266	139,017	36,300	36,300
TOTAL 213-MUNICIPAL COURT	165,035	165,073	193,091	277,761	207,603	276,797	193,943	193,943

5213335 COUNTY INCARCERATION EXPENCURRENT YEAR NOTES:

The repair of our jail will greatly reduce this expense from previous year's actual.

01 -GENERAL FUND

214-LEGAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5214102 PART-TIME PAYROLL	20,233	21,032	21,032	21,033	15,370	20,493	22,085	22,085
5214108 F.I.C.A.	1,342	1,304	1,304	1,304	953	1,271	1,369	1,369
5214109 UNEMPLOYMENT	202	191	201	187	130	173	170	170
5214111 MEDICARE	314	305	305	305	223	297	320	320
TOTAL PERSONAL SERVICES	22,091	22,833	22,843	22,829	16,676	22,234	23,944	23,944

5214102 PART-TIME PAYROLL

CURRENT YEAR NOTES:

This budget line item includes a 5% increase for the Judge and Prosecuter position.

MATERIALS & SUPPLIES								
5214202 OPERATING SUPPLIES	0	54	0	200	0	0	200	200
TOTAL MATERIALS & SUPPLIES	0	54	0	200	0	0	200	200
OTHER SERVICES & CHARGES								
5214302 CONSULTANTS	111,667	108,254	161,063	95,000	78,900	105,198	115,000	115,000
5214330 DUES & SUBSCRIPTIONS	35	35	0	200	0	0	100	100
5214331 EMPLOYEE TRAVEL & TRAININ	0	0	0	800	0	0	500	500
TOTAL OTHER SERVICES & CHARGES	111,702	108,289	161,063	96,000	78,900	105,198	115,600	115,600

5214302 CONSULTANTS

CURRENT YEAR NOTES:

This increase is due to additional paralegal work needed.

TOTAL 214-LEGAL	133,793	131,176	183,906	119,029	95,576	127,432	139,744	139,744

01 -GENERAL FUND

225-INFORMATION SERVICES

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5225101 FULL TIME PAYROLL	46,858	48,688	50,658	51,601	37,830	50,439	55,942	55,942
5225104 LONGEVITY (DEC-MAY & JUN-NOV)	905	965	1,050	1,025	540	720	1,170	1,170
5225107 GROUP INSURANCE	6,572	6,245	6,149	6,484	4,852	6,469	6,488	6,488
5225108 FICA	3,127	2,451	2,587	3,278	1,913	2,550	3,541	3,541
5225109 UNEMPLOYMENT	175	195	206	187	69	92	170	170
5225110 PENSION-DEFINED BENEFIT	9,525	9,484	9,394	7,144	5,334	7,111	6,859	6,859
5225111 MEDICARE	731	573	605	767	447	596	828	828
5225114 PENSION-DEFINED CONTRIBUTION	0	0	0	1,287	953	1,271	1,315	1,315
TOTAL PERSONAL SERVICES	67,894	68,600	70,649	71,773	51,938	69,249	76,313	76,313
MATERIALS & SUPPLIES								
5225202 OPERATING SUPPLIES	1,760	1,219	1,933	1,500	107	143	1,500	1,500
5225207 CLOTHING ALLOWANCE	51	237	218	250	150	200	250	250
5225212 FUEL EXPENSE	1,673	1,797	1,640	2,100	770	1,027	1,255	1,255
TOTAL MATERIALS & SUPPLIES	3,484	3,254	3,790	3,850	1,027	1,370	3,005	3,005
OTHER SERVICES & CHARGES								
5225330 DUES & SUBSCRIPTIONS	250	0	1,648	3,000	250	333	2,000	2,000
5225331 EMPLOYEE TRAVEL & TRAINING	7,162	550	5,264	10,000	3,346	4,461	6,000	6,000
5225339 VEHICLE/EQUIP. MAINTENANCE	1,386	177	733	1,000	93	124	1,000	1,000
5225349 SOFTWARE MAINTENANCE	36,408	45,163	54,173	75,000	59,300	79,065	70,000	70,000
TOTAL OTHER SERVICES & CHARGES	45,207	45,891	61,818	89,000	62,989	83,984	79,000	79,000
CAPITAL OUTLAY								
5225401 COMPUTER TECHNOLOGY	40,699	10,915	10,985	15,000	8,991	11,987	0	0
5225402 SOFTWARE & AUDIO EXPENSE	5,000	3,658	0	5,000	0	0	0	0
TOTAL CAPITAL OUTLAY	45,699	14,574	10,985	20,000	8,991	11,987	0	0
TOTAL 225-INFORMATION SERVICES	162,282	132,318	147,242	184,623	124,945	166,590	158,318	158,318

5225401 COMPUTER TECHNOLOGY

CURRENT YEAR NOTES:
For the first time, we are no longer funding these IT capital items from General fund. The funding for these capital needs are now funded from the Technology Fund.

01 -GENERAL FUND

320-CID CRIMINAL INVEST

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5320100 FULL TIME PAYROLL NON-UNIFORM	36,335	38,298	37,894	39,692	28,114	37,484	42,327	42,327
5320101 FULL TIME PAYROLL	357,846	370,457	342,466	387,096	289,407	385,866	403,872	403,872
5320103 OVERTIME PAYROLL	56,452	19,686	31,288	32,000	10,316	13,755	22,000	22,000
5320104 LONGEVITY	7,175	7,655	6,695	8,820	4,470	5,960	9,480	9,480
5320106 WORKER'S COMPENSATION	0	1,407	790	699	0	0	0	0
5320107 GROUP INSURANCE	52,567	49,947	44,415	51,822	38,552	51,401	51,869	51,869
5320108 FICA	2,480	2,432	2,424	2,548	1,814	2,419	2,717	2,717
5320109 UNEMPLOYMENT	1,570	1,529	1,482	1,496	251	334	1,360	1,360
5320110 PENSION-DEFINED BENEFIT	7,639	7,625	8,065	5,550	4,107	5,476	5,454	5,454
5320111 MEDICARE	6,077	5,707	5,988	7,375	5,324	7,098	7,435	7,435
5320112 HOLIDAY PAY	25,366	29,380	23,189	35,100	24,277	32,368	35,100	35,100
5320113 PENSION UNIFORM	50,344	52,658	48,037	58,977	43,012	57,348	66,382	66,382
5320114 PENSION-DEFINED CONTRIBUTION	0	0	0	1,799	1,258	1,678	1,883	1,883
5320121 GRANT- DOJ MARIJUANA OT	0	0	1,917	15,000	15,034	20,045	0	0
TOTAL PERSONAL SERVICES	603,852	588,781	554,649	647,974	465,936	621,232	649,879	649,879
MATERIALS & SUPPLIES								
5320202 OPERATING EXPENSE	2,047	1,083	1,905	4,500	1,265	1,686	3,000	3,000
5320207 CLOTHING ALLOWANCE	4,800	4,800	4,000	5,880	5,040	6,720	6,005	6,005
TOTAL MATERIALS & SUPPLIES	6,847	5,883	5,905	10,380	6,305	8,406	9,005	9,005
OTHER SERVICES & CHARGES								
5320306 INFORMANTS	0	0	0	500	0	0	1,500	1,500
5320308 CONTRACTED SERVICES	580	891	860	1,500	435	580	3,500	3,500
5320328 INTERNET SERVICE	1,401	1,518	1,248	1,500	883	1,178	1,500	1,500
5320331 EMPLOYEE TRAVEL & TRAINING	615	108	1,227	3,000	508	677	2,000	2,000
TOTAL OTHER SERVICES & CHARGES	2,596	2,517	3,135	6,500	1,826	2,435	8,500	8,500
TOTAL 320-CID CRIMINAL INVEST	613,294	595,181	563,689	664,854	474,067	632,073	667,384	667,384

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

01 -GENERAL FUND

321-PATROL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5321100 FULL-TIME PAYROLL(NON-UNIFORM)	197,966	196,576	114,643	202,145	147,084	196,108	214,987	214,987
5321101 FULL-TIME PAYROLL (UNIFORM)	1,580,549	1,636,002	1,652,520	1,691,827	1,215,879	1,621,132	1,815,114	1,815,114
5321103 OVERTIME PAYROLL	15,059	6,975	14,084	25,000	12,559	16,745	15,000	15,000
5321104 LONGEVITY (DEC-MAY & JUN-NOV)	24,840	25,420	25,600	24,615	12,720	16,960	27,240	27,240
5321105 SEVERANCE/UNUSED LEAVE	27,797	25,580	33,490	7,150	5,948	7,931	0	0
5321106 WORKER'S COMPENSATION	155,494	41,919	132,659	87,917	79,482	105,973	0	0
5321107 GROUP INSURANCE	236,994	226,512	214,390	256,833	173,627	231,496	252,467	252,467
5321108 FICA	2,176	2,850	3,339	2,245	1,571	2,094	2,375	2,375
5321109 UNEMPLOYMENT	6,913	7,339	7,285	6,732	1,891	2,521	6,630	6,630
5321110 PENSION-DEFINED BENEFIT	22,120	22,037	9,590	4,867	3,819	5,092	4,755	4,755
5321111 MEDICARE	25,506	26,701	27,019	28,783	20,829	27,771	28,919	28,919
5321112 HOLIDAY PAY - PER CONTRACT	89,145	91,682	92,290	140,600	81,678	108,901	140,600	140,600
5321113 PENSION (UNIFORM)	231,514	237,524	240,793	264,178	187,782	250,369	302,911	302,911
5321114 PENSION - DEFINED CONTRIBUTION	21,835	25,679	28,695	1,753	1,768	2,357	1,824	1,824
5321120 GRANT - OT HIWAY SAFETY	0	0	0	25,000	27,452	36,602	0	0
TOTAL PERSONAL SERVICES	2,637,908	2,572,794	2,596,396	2,759,645	1,974,088	2,632,052	2,812,822	2,812,822
MATERIALS & SUPPLIES								
5321202 OPERATING SUPPLIES	10,317	10,573	10,375	15,000	5,924	7,899	12,500	12,500
5321207 CLOTHING ALLOWANCE	29,734	27,792	43,556	52,320	31,571	42,094	30,615	30,615
5321208 CANINE UNIT SUPPLIES	0	0	0	0	0	0	5,000	5,000
5321212 FUEL EXPENSE	126,948	122,230	128,342	107,500	73,863	98,482	111,570	111,570
TOTAL MATERIALS & SUPPLIES	167,000	160,594	182,272	174,820	111,359	148,475	159,685	159,685

5321208 CANINE UNIT SUPPLIES CURRENT YEAR NOTES:

New canine unit was donated.

OTHER SERVICES & CHARGES								
5321305 PHYSICALS	1,110	0	1,030	1,000	0	0	1,000	1,000
5321306 INFORMANTS	1,000	292	0	0	0	0	0	0
5321308 CONTRACTED SERVICES	11,599	9,197	8,437	11,000	5,456	7,275	10,000	10,000
5321316 REPAIRS & MAINTENANCE	4,364	1,568	1,203	3,000	1,123	1,497	3,000	3,000
5321317 ADVERTISING & PRINTING/PROMO.	540	0	0	1,500	0	0	1,500	1,500
5321324 SWAT	8,319	9,351	2,252	0	0	0	0	0
5321325 FIRING RANGE	9,204	4,290	6,766	7,500	1,967	2,622	10,000	10,000
5321330 DUES	1,250	0	1,250	1,250	1,250	1,667	1,250	1,250
5321331 EMPLOYEE TRAVEL & TRAININ	6,160	2,247	4,232	10,000	4,285	5,713	9,500	9,500
5321332 COMMUNITY SERVICES PROGRAM	0	0	0	7,500	4,405	5,873	7,500	7,500
5321339 VEHICLE/EQUIP. MAINTENANCE	123,621	114,858	95,817	115,929	77,588	103,448	98,225	98,225
TOTAL OTHER SERVICES & CHARGES	167,166	141,802	120,986	158,679	96,073	128,094	141,975	141,975

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

01 -GENERAL FUND

321-PATROL .

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5321401 CAPITAL OUTLAY - GRANT	6,000	0	0	0	0	0	0	0
5321402 CAPITAL OUTLAY	800	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	6,800	0	0	0	0	0	0	0
DEBT SERVICE								
5321510 LEASE PAYMENTS	62,220	127,778	0	0	0	0	0	0
TOTAL DEBT SERVICE	62,220	127,778	0	0	0	0	0	0
TOTAL 321-PATROL	3,041,093	3,002,968	2,899,654	3,093,144	2,181,520	2,908,621	3,114,482	3,114,482

01 -GENERAL FUND

322-ANIMAL CONTROL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5322101 FULL-TIME PAYROLL	47,401	35,694	26,697	25,734	19,685	26,246	27,417	27,417
5322103 OVERTIME PAYROLL	0	0	0	600	0	0	600	600
5322104 LONGEVITY (DEC-MAY & JUN-NOV)	0	0	0	0	0	0	150	150
5322106 WORKER'S COMPENSATION	8,910	0	542	0	0	0	0	0
5322107 GROUP INSURANCE	11,907	8,269	6,078	6,398	4,794	6,391	6,400	6,400
5322108 FICA	3,088	2,212	1,655	1,685	1,221	1,627	1,784	1,784
5322109 UNEMPLOYMENT	476	274	202	187	124	165	170	170
5322110 PENSION-DEFINED BENEFIT	9,514	6,818	4,710	3,493	2,736	3,648	3,366	3,366
5322111 MEDICARE	722	517	387	394	285	381	417	417
5322112 HOLIDAY PAY	0	0	0	600	0	0	600	600
5322114 PENSION-DEFINED CONTRIBUTION	0	0	0	503	394	525	516	516
TOTAL PERSONAL SERVICES	82,019	53,784	40,271	39,594	29,239	38,984	41,420	41,420
MATERIALS & SUPPLIES								
5322202 OPERATING SUPPLIES	2,056	637	1,125	2,500	143	190	2,000	2,000
5322207 CLOTHING ALLOWANCE	0	197	0	250	0	0	250	250
5322212 FUEL EXPENSE	7,180	6,382	4,349	5,300	2,632	3,509	3,895	3,895
TOTAL MATERIALS & SUPPLIES	9,236	7,216	5,474	8,050	2,774	3,699	6,145	6,145
OTHER SERVICES & CHARGES								
5322316 REPAIRS & MAINTENANCE	0	0	0	500	0	0	0	0
5322319 MISCELLANEOUS	408	0	0	500	0	0	0	0
5322339 VEHICLE/EQUIP. MAINTENANCE	3,779	7,473	3,940	2,350	1,164	1,552	1,750	1,750
TOTAL OTHER SERVICES & CHARGES	4,187	7,473	3,940	3,350	1,164	1,552	1,750	1,750
CAPITAL OUTLAY								
5322401 CAPITAL OUTLAY	0	16,276	7,599	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	16,276	7,599	0	0	0	0	0
TOTAL 322-ANIMAL CONTROL	95,442	84,749	57,284	50,994	33,177	44,235	49,315	49,315

01 -GENERAL FUND

324-COMMUNICATIONS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5324101 FULL TIME PAYROLL	100,578	88,736	107,794	142,348	96,258	128,341	140,609	140,609
5324103 OVERTIME PAYROLL	1,222	1,203	5,441	6,150	5,040	6,720	1,500	1,500
5324104 LONGEVITY	1,545	485	950	620	600	800	990	990
5324105 SEVERANCE/UNUSED LEAVE	1,747	0	0	2,271	2,270	3,027	0	0
5324106 WORKER'S COMPENSATION	0	5,482	42,610	5,722	2,416	3,221	0	0
5324107 GROUP INSURANCE	22,143	18,194	20,228	25,611	22,112	29,481	25,691	25,691
5324108 FICA	6,839	5,297	6,672	9,857	7,848	10,464	8,965	8,965
5324109 UNEMPLOYMENT	702	783	791	748	476	634	680	680
5324110 PENSION-DEFINED BENEFIT	20,690	17,260	18,855	15,439	10,037	13,383	17,653	17,653
5324111 MEDICARE	1,599	1,239	1,561	2,306	1,836	2,447	2,097	2,097
5324112 HOLIDAY PAY	0	0	0	1,500	0	0	1,500	1,500
5324114 PENSION-DEFINED CONTRIBUTION	0	0	0	5,711	4,578	6,104	3,653	3,653
TOTAL PERSONAL SERVICES	157,065	138,679	204,902	218,283	153,471	204,623	203,338	203,338
MATERIALS & SUPPLIES								
5324202 OPERATING SUPPLIES	1,446	884	685	1,000	218	291	1,000	1,000
5324207 CLOTHING ALLOWANCE	708	706	609	1,000	555	740	1,000	1,000
TOTAL MATERIALS & SUPPLIES	2,154	1,590	1,294	2,000	773	1,031	2,000	2,000
OTHER SERVICES & CHARGES								
5324331 EMPLOYEE TRAVEL & TRAINING	360	479	1,791	2,000	170	227	2,000	2,000
TOTAL OTHER SERVICES & CHARGES	360	479	1,791	2,000	170	227	2,000	2,000
TOTAL 324-COMMUNICATIONS	159,579	140,748	207,986	222,283	154,414	205,880	207,338	207,338

01 -GENERAL FUND

431-FIRE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5431100 FULL-TIME PAYROLL(NON-UNIFORM)	184,672	184,711	184,911	190,979	136,879	182,501	198,800	198,800
5431101 FULL-TIME PAYROLL (UNIFORM)	1,843,383	1,906,441	1,931,567	1,886,271	1,358,070	1,810,714	1,968,775	1,968,775
5431103 OVERTIME PAYROLL	107,187	39,192	79,276	100,000	71,129	94,837	50,000	50,000
5431104 LONGEVITY (DEC-MAY & JUN-NOV)	33,185	33,335	33,950	34,275	14,410	19,213	29,250	29,250
5431105 SEVERANCE/UNUSED LEAVE	35,673	61,759	60,097	120,005	104,792	139,720	0	0
5431106 WORKER'S COMPENSATION	98,999	36,155	69,955	56,790	47,338	63,115	0	0
5431107 GROUP INSURANCE	303,567	309,112	310,089	327,446	226,123	301,490	327,464	327,464
5431108 FICA	2,283	2,125	2,105	2,348	1,611	2,148	2,514	2,514
5431109 UNEMPLOYMENT	7,604	8,901	8,849	8,041	2,905	3,873	7,310	7,310
5431110 PENSION-DEFINED BENEFIT	7,033	7,015	7,575	5,106	3,768	5,024	5,066	5,066
5431111 MEDICARE	25,945	26,739	27,851	32,392	23,206	30,940	33,662	33,662
5431112 ACCUMULATION 30 MO. REDUCTION	0	0	0	76,223	0	0	74,676	74,676
5431113 PENSION (UNIFORM)	263,063	271,898	289,367	303,452	211,014	281,345	308,879	308,879
5431114 PENSION-DEFINED CONTRIBUTION	0	0	0	1,839	1,318	1,757	1,943	1,943
TOTAL PERSONAL SERVICES	2,912,795	2,887,379	3,005,594	3,153,167	2,202,562	2,936,676	3,008,339	3,008,339
MATERIALS & SUPPLIES								
5431202 OPERATING SUPPLIES	14,439	12,292	11,036	16,900	12,576	16,768	18,000	18,000
5431203 REPAIRS & MAINT SUPPLIES	13,668	6,126	7,140	7,900	4,723	6,297	8,500	8,500
5431204 SMALL TOOLS	5,479	2,431	2,429	4,100	2,191	2,922	4,400	4,400
5431207 CLOTHING ALLOWANCE	18,202	21,956	21,971	26,600	21,061	28,080	23,025	23,025
5431212 FUEL EXPENSE	21,076	21,797	20,044	18,400	13,346	17,794	18,100	18,100
TOTAL MATERIALS & SUPPLIES	72,864	64,602	62,619	73,900	53,897	71,861	72,025	72,025
OTHER SERVICES & CHARGES								
5431305 PHYSICALS	1,425	12,024	9,975	25,000	2,450	3,267	12,000	12,000
5431316 REPAIRS & MAINTENANCE	6,526	6,788	3,395	2,000	611	814	3,500	3,500
5431328 INTERNET SERVICE	2,203	2,329	2,140	3,829	3,275	4,367	4,200	4,200
5431329 PROMOTIONAL	1,977	506	1,980	5,000	888	1,184	3,500	3,500
5431330 DUES & SUBSCRIPTIONS	8,746	6,164	8,205	8,000	4,569	6,092	8,000	8,000
5431331 EMPLOYEE TRAVEL & TRAININ	10,145	3,963	10,410	8,300	4,705	6,273	10,000	10,000
5431339 VEHICLE/EQUIP. MAINTENANCE	37,838	55,956	144,718	160,884	122,957	163,805	50,000	50,000
TOTAL OTHER SERVICES & CHARGES	68,861	97,729	180,824	213,013	139,354	185,801	91,200	91,200
CAPITAL OUTLAY								
5431401 CAPITAL OUTLAY	96,718	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	96,718	0	0	0	0	0	0	0
DEBT SERVICE								
5431510 LEASE PAYMENTS	22,664	44,375	0	0	0	0	0	0
TOTAL DEBT SERVICE	22,664	44,375	0	0	0	0	0	0
TOTAL 431-FIRE	3,173,901	3,084,085	3,249,037	3,440,080	2,395,814	3,194,338	3,171,564	3,171,564

01 -GENERAL FUND

432-E M S

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
TOTAL								
MATERIALS & SUPPLIES								
5432202 OPERATING SUPPLIES	23,941	21,859	25,960	24,000	18,660	24,880	28,000	28,000
5432203 REPAIR & MAINT SUPPLIES	5,545	3,343	574	5,000	713	950	5,000	5,000
5432204 SMALL TOOLS	16,563	705	80	4,000	2,275	3,034	4,000	4,000
5432212 FUEL EXPENSE	19,405	17,646	17,085	20,000	10,254	13,672	13,474	13,474
TOTAL MATERIALS & SUPPLIES	65,454	43,553	43,700	53,000	31,903	42,536	50,474	50,474
OTHER SERVICES & CHARGES								
5432308 CONTRACTED SERVICES	35,543	43,107	38,014	40,302	35,318	47,090	54,500	54,500
5432316 REPAIRS & MAINTENANCE	3,750	1,896	1,805	6,000	0	0	6,000	6,000
5432330 DUES & SUBSCRIPTIONS	1,190	745	1,058	1,500	899	1,199	1,500	1,500
5432331 EMPLOYE TRAVEL & TRAINING	2,918	3,243	1,189	3,500	2,517	3,356	3,500	3,500
TOTAL OTHER SERVICES & CHARGES	43,401	48,991	42,065	51,302	38,734	51,645	65,500	65,500
TOTAL 432-E M S	108,855	92,544	85,765	104,302	70,637	94,181	115,974	115,974

01 -GENERAL FUND

542-PARKS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5542101 FULL-TIME PAYROLL	451,493	421,311	387,257	386,113	279,314	372,410	402,216	402,216
5542102 PART-TIME PAYROLL	14,706	12,580	13,181	12,480	4,373	5,831	12,480	12,480
5542103 OVERTIME PAYROLL	(17,287)	460	3,149	5,000	2,278	3,038	0	0
5542104 LONGEVITY (DEC-MAY & JUN-NOV)	7,430	6,675	6,805	7,950	3,390	4,520	7,740	7,740
5542105 SEVERANCE/UNUSED LEAVE	8,840	14,499	0	0	0	0	0	0
5542106 WORKER'S COMPENSATION	21,341	74,651	126,090	3,916	3,545	4,726	0	0
5542107 GROUP INSURANCE	81,354	73,480	67,137	70,811	51,828	69,102	70,846	70,846
5542108 FICA	30,048	27,540	24,200	25,655	17,237	22,982	26,191	26,191
5542109 UNEMPLOYMENT	2,487	2,561	2,232	2,244	1,249	1,665	1,870	1,870
5542110 PENSION-DEFINED BENEFIT	86,346	78,875	77,046	53,251	37,467	49,955	51,285	51,285
5542111 MEDICARE	7,027	6,441	5,660	6,000	4,031	5,375	6,125	6,125
5542114 PENSION-DEFINED CONTRIBUTION	0	0	0	14,795	11,418	15,224	15,159	15,159
TOTAL PERSONAL SERVICES	693,786	719,072	712,757	588,215	416,130	554,826	593,912	593,912
MATERIALS & SUPPLIES								
5542202 OPERATING SUPPLIES	6,496	2,516	971	2,200	1,528	2,037	3,500	3,500
5542203 REPAIRS & MAINT SUPPLIES	61,859	46,527	56,992	53,500	36,396	48,527	48,000	48,000
5542204 SMALL TOOLS	2,447	2,499	1,866	3,000	1,990	2,653	3,000	3,000
5542206 CHEMICALS	8,598	11,973	12,016	17,000	9,046	12,060	15,000	15,000
5542207 CLOTHING ALLOWANCE	2,644	2,653	2,205	2,250	2,243	2,990	2,500	2,500
5542212 FUEL EXPENSE	38,357	41,348	33,053	34,000	20,639	27,518	21,320	21,320
TOTAL MATERIALS & SUPPLIES	120,399	107,516	107,102	111,950	71,842	95,786	93,320	93,320
OTHER SERVICES & CHARGES								
5542308 CONTRACTED SERVICES	14,292	10,965	11,889	14,400	8,757	11,676	15,000	15,000
5542316 REPAIRS & MAINTENANCE	22,743	5,795	19,461	7,000	2,395	3,193	15,000	15,000
5542319 LIGHTS REPLACEMENT	0	11,445	15,411	15,000	15,000	19,999	12,500	12,500
5542328 INTERNET SERVICE	1,708	1,784	1,787	1,800	1,340	1,787	1,820	1,820
5542330 DUES & SUBSCRIPTIONS	503	281	304	500	465	619	500	500
5542331 EMPLOYEE TRAVEL & TRAININ	1,784	2,438	1,881	3,000	1,341	2,454	3,000	3,000
5542339 VEHICLE/EQUIP. MAINTENANCE	105,419	65,192	54,673	40,000	35,475	47,299	40,000	40,000
5542358 TREE BOARD/TREES	4,191	150	4,946	5,000	4,776	6,368	5,000	5,000
TOTAL OTHER SERVICES & CHARGES	150,639	98,049	110,352	86,700	70,048	93,395	92,820	92,820
CAPITAL OUTLAY								
TOTAL								
DEBT SERVICE								
TOTAL								
TOTAL 542-PARKS	964,824	924,637	930,210	786,865	558,020	744,008	780,052	780,052

01 -GENERAL FUND

543-SWIMMING POOL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5543102 PART-TIME PAYROLL	74,028	75,324	62,659	76,423	40,981	54,640	80,423	80,423
5543103 OVERTIME PAYROLL	3,357	2,985	84	4,000	2,109	2,811	0	0
5543106 WORKER'S COMPENSATION	4	0	216	306	282	376	0	0
5543108 F.I.C.A.	5,638	4,855	3,890	4,738	2,672	3,562	4,986	4,986
5543109 UNEMPLOYMENT	684	893	648	3,200	666	888	3,200	3,200
5543111 MEDICARE	1,319	1,136	910	1,108	625	833	1,166	1,166
TOTAL PERSONAL SERVICES	85,029	85,193	68,407	89,775	47,335	63,111	89,775	89,775
MATERIALS & SUPPLIES								
5543202 OPERATING SUPPLIES	11,447	8,584	11,643	11,000	2,738	3,651	11,000	11,000
5543203 REPAIRS & MAINT SUPPLIES	12,485	11,840	9,850	9,000	6,098	8,130	12,000	12,000
5543206 CHEMICALS	15,328	29,193	17,197	16,000	0	0	16,000	16,000
TOTAL MATERIALS & SUPPLIES	39,260	49,617	38,690	36,000	8,836	11,781	39,000	39,000
OTHER SERVICES & CHARGES								
5543316 REPAIRS & MAINTENANCE	6,932	6,995	8,515	5,000	0	0	10,000	10,000
TOTAL OTHER SERVICES & CHARGES	6,932	6,995	8,515	5,000	0	0	10,000	10,000
CAPITAL OUTLAY								
TOTAL								
TOTAL 543-SWIMMING POOL	131,221	141,806	115,612	130,775	56,171	74,893	138,775	138,775

01 -GENERAL FUND

544-RECREATION

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5544101 FULL TIME PAYROLL	76,328	85,127	82,589	104,084	75,642	100,854	109,515	109,515
5544102 PART TIME PAYROLL	58,874	49,865	52,626	67,655	38,071	50,759	61,155	61,155
5544103 OVERTIME PAYROLL	190	0	714	3,500	2,592	3,455	0	0
5544104 LONGEVITY	2,260	2,320	2,380	3,260	1,230	1,640	2,520	2,520
5544107 GROUP INSURANCE	13,071	12,425	12,239	19,312	13,375	17,833	19,327	19,327
5544108 FICA	9,048	8,183	8,364	10,493	7,230	9,640	10,738	10,738
5544109 UNEMPLOYMENT	883	1,075	953	3,174	925	1,233	3,123	3,123
5544110 PENSION-DEFINED BENEFIT	15,356	15,408	16,315	14,460	8,597	11,462	13,966	13,966
5544111 MEDICARE	2,116	1,914	1,956	2,454	1,691	2,255	2,511	2,511
5544114 PENSION-DEFINED CONTRIBUTION	0	0	0	4,334	2,961	3,947	4,463	4,463
TOTAL PERSONAL SERVICES	178,125	176,318	178,137	232,726	152,312	203,077	227,318	227,318
MATERIALS & SUPPLIES								
5544202 OPERATING SUPPLIES	15,877	7,417	12,596	15,800	11,281	15,041	20,000	20,000
5544203 REPAIRS & MAINTENANCE SUPPLIES	4,309	6,987	5,621	13,500	8,236	10,980	16,000	16,000
5544206 CHEMICALS	1,667	1,388	2,302	5,000	0	0	5,000	5,000
5544207 CLOTHING ALLOWANCE	381	490	480	750	699	932	1,125	1,125
5544212 FUEL EXPENSE	3,344	2,652	3,153	2,800	1,688	2,250	2,870	2,870
TOTAL MATERIALS & SUPPLIES	25,578	18,934	24,151	37,850	21,904	29,204	44,995	44,995
OTHER SERVICES & CHARGES								
5544308 CONTRACT LABOR	16,168	16,950	14,916	18,000	11,627	15,502	20,000	20,000
5544328 INTERNET SERVICE	0	0	0	1,330	836	1,114	1,360	1,360
5544331 EMPLOYEE TRAVEL & TRAINING	0	0	347	2,600	0	0	2,600	2,600
5544339 VEHICLE/EQUIP. MAINTENANCE	15,450	12,328	9,045	9,105	5,692	7,589	4,678	4,678
TOTAL OTHER SERVICES & CHARGES	31,618	29,278	24,307	31,085	18,154	24,205	28,638	28,638
CAPITAL OUTLAY								
5544401 CAPITAL OUTLAY	7,038	3,399	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	7,038	3,399	0	0	0	0	0	0
TOTAL 544-RECREATION	242,359	227,928	226,595	301,661	192,370	256,487	300,951	300,951

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

01 -GENERAL FUND

547-CEMETERY

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5547101 FULL-TIME PAYROLL	201,129	210,602	206,221	201,344	147,143	196,186	210,624	210,624
5547102 PART-TIME PAYROLL	0	0	2,679	7,800	1,938	2,584	5,400	5,400
5547103 OVERTIME PAYROLL	3,042	2,178	4,529	3,250	3,154	4,205	2,000	2,000
5547104 LONGEVITY (DEC-MAY & JUN-NOV)	5,805	5,985	6,185	6,165	3,180	4,240	6,570	6,570
5547106 WORKER'S COMPENSATION	1,014	0	0	0	0	0	0	0
5547107 GROUP INSURANCE	32,587	31,109	30,639	32,259	24,170	32,226	32,280	32,280
5547108 FICA	13,555	13,096	12,924	13,393	9,246	12,328	13,925	13,925
5547109 UNEMPLOYMENT	944	976	956	1,122	436	581	850	850
5547110 PENSION-DEFINED BENEFIT	39,450	38,972	39,702	28,022	21,333	28,444	27,158	27,158
5547111 MEDICARE	3,170	3,063	3,023	3,132	2,163	2,883	3,257	3,257
5547114 PENSION-DEFINED CONTRIBUTION	0	0	0	7,194	5,325	7,100	7,413	7,413
TOTAL PERSONAL SERVICES	300,696	305,981	306,858	303,681	218,089	290,778	309,477	309,477
MATERIALS & SUPPLIES								
5547202 OPERATING SUPPLIES	322	504	457	600	358	477	600	600
5547203 REPAIRS & MAINT SUPPLIES	6,434	10,038	6,060	11,000	9,678	12,904	11,000	11,000
5547204 SMALL TOOLS	0	148	580	1,000	700	933	1,000	1,000
5547206 CHEMICALS	718	581	990	1,000	600	800	1,000	1,000
5547207 CLOTHING ALLOWANCE	1,180	1,197	1,137	1,250	1,191	1,588	1,250	1,250
5547212 FUEL EXPENSE	12,311	13,101	11,370	7,600	6,429	8,572	7,543	7,543
TOTAL MATERIALS & SUPPLIES	20,965	25,569	20,594	22,450	18,956	25,274	22,393	22,393
OTHER SERVICES & CHARGES								
5547308 CONTRACTED SERVICES	4,103	4,416	4,416	4,660	3,312	4,416	4,500	4,500
5547328 INTERNET SERVICE	0	719	725	720	481	641	750	750
5547330 DUES & SUBSCRIPTIONS	75	30	0	75	0	0	0	0
5547331 TRAVEL & TRAINING	0	19	0	40	0	0	0	0
5547339 VEHICLE/EQUIP. MAINTENANCE	35,894	13,061	13,428	11,100	10,836	14,448	11,100	11,100
TOTAL OTHER SERVICES & CHARGES	40,072	18,244	18,569	16,595	14,629	19,505	16,350	16,350
CAPITAL OUTLAY								
5547401 CAPITAL OUTLAY	0	79,640	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	79,640	0	0	0	0	0	0
TOTAL 547-CEMETERY	361,733	429,435	346,021	342,726	251,674	335,557	348,220	348,220

01 -GENERAL FUND

548-FACILITY MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5548101 FULL-TIME PAYROLL	119,616	122,369	102,239	104,289	75,291	100,386	108,168	108,168
5548103 OVERTIME PAYROLL	371	177	0	1,000	0	0	1,000	1,000
5548104 LONGEVITY (JUN-NOV & DEC-MAY)	1,810	1,445	1,590	2,170	840	1,120	1,830	1,830
5548105 SEVERANCE/UNUSED LEAVE	231	0	0	0	0	0	0	0
5548106 WORKER'S COMPENSATION	6,766	2,688	5,102	298	275	366	0	0
5548107 GROUP INSURANCE	25,829	23,122	18,340	19,316	14,466	19,287	19,324	19,324
5548108 FICA	7,926	7,597	6,266	6,709	4,682	6,243	6,882	6,882
5548109 UNEMPLOYMENT	768	799	610	561	326	435	510	510
5548110 PENSION-DEFINED BENEFIT	24,369	23,682	20,523	14,405	10,582	14,109	13,779	13,779
5548111 MEDICARE	1,854	1,777	1,466	1,569	1,095	1,460	1,609	1,609
5548114 PENSION-DEFINED CONTRIBUTION	0	0	0	4,325	3,135	4,180	4,399	4,399
TOTAL PERSONAL SERVICES	189,540	183,657	156,136	154,642	110,692	147,585	157,501	157,501
MATERIALS & SUPPLIES								
5548202 OPERATING SUPPLIES	1,320	2,185	79	1,200	200	267	1,000	1,000
5548203 REPAIRS & MAINTENANCE SUPPLIES	49,350	25,978	53,334	50,000	36,748	48,996	53,270	53,270
5548204 SMALL TOOLS	954	709	25	1,000	0	0	1,000	1,000
5548207 CLOTHING ALLOWANCE	910	1,100	907	750	749	999	750	750
5548212 FUEL EXPENSE	6,435	5,920	5,988	5,215	3,222	4,296	4,660	4,660
TOTAL MATERIALS & SUPPLIES	58,969	35,892	60,333	58,165	40,919	54,557	60,680	60,680
OTHER SERVICES & CHARGES								
5548308 CONTRACTED SERVICES-CLEANING	0	0	0	21,950	17,405	23,206	22,000	22,000
5548309 FIRE ALARM MAINTENANCE	0	0	0	4,200	0	0	4,200	4,200
5548311 PARKING RENTAL	4,500	4,500	4,500	4,500	3,000	4,000	4,500	4,500
5548316 REPAIRS & MAINTENANCE	20,568	24,765	15,752	22,500	17,047	22,729	22,000	22,000
5548317 ELEVATOR REPAIR/MAINTENANCE	4,800	6,671	27,669	2,000	500	667	1,200	1,200
5548318 ELEVATOR MAINTENANCE AGREEMENT	0	0	0	6,200	4,590	6,120	6,200	6,200
5548328 INTERNET SERVICE	908	908	912	912	684	911	982	982
5548331 EMPLOYEE TRAVEL & TRAINING	75	65	20	1,000	0	0	500	500
5548339 VEHICLE/EQUIP. MAINTENANCE	19,861	14,144	16,723	16,691	10,847	14,462	14,500	14,500
TOTAL OTHER SERVICES & CHARGES	50,712	51,054	65,576	79,953	54,073	72,095	76,082	76,082
CAPITAL OUTLAY								
5548401 CAPITAL OUTLAY	6,847	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	6,847	0	0	0	0	0	0	0
TOTAL 548-FACILITY MAINTENANCE	306,069	270,602	282,044	292,760	205,683	274,238	294,263	294,263

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

01 -GENERAL FUND

652-PLANNING & COMM DEV

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5652101 FULL-TIME PAYROLL	151,865	152,405	150,859	185,401	127,686	170,244	193,110	193,110
5652102 PART-TIME PAYROLL	19,120	19,808	578	5,550	365	486	25,291	25,291
5652104 LONGEVITY (DEC-MAY & JUN-NOV)	5,240	4,815	2,625	3,000	1,080	1,440	2,250	2,250
5652105 SEVERANCE/UNUSED LEAVE	0	27,209	0	495	494	659	0	0
5652106 WORKER'S COMPENSATION	5,305	0	0	0	0	0	0	0
5652107 GROUP INSURANCE	26,133	23,169	19,160	25,788	17,479	23,305	25,800	25,800
5652108 FICA	11,409	12,205	8,994	11,727	7,915	10,552	12,112	12,112
5652109 UNEMPLOYMENT	886	1,107	1,082	935	488	650	680	680
5652110 PENSION-DEFINED BENEFIT	31,495	29,957	24,595	25,397	8,555	11,406	24,316	24,316
5652111 MEDICARE	2,668	2,854	2,103	2,743	1,851	2,468	2,833	2,833
5652114 PENSION-DEFINED CONTRIBUTION	0	0	0	7,269	4,818	6,424	7,455	7,455
TOTAL PERSONAL SERVICES	254,122	273,530	209,997	268,305	170,730	227,634	293,847	293,847
MATERIALS & SUPPLIES								
5652202 OPERATING SUPPLIES	2,691	1,040	1,250	2,400	651	868	2,400	2,400
5652204 SMALL TOOLS	0	0	0	150	0	0	150	150
5652207 CLOTHING ALLOWANCE	760	438	426	750	516	688	750	750
5652212 FUEL EXPENSE	4,842	5,370	5,045	5,900	2,376	3,167	3,525	3,525
TOTAL MATERIALS & SUPPLIES	8,293	6,848	6,721	9,200	3,543	4,724	6,825	6,825
OTHER SERVICES & CHARGES								
5652302 CONSULTANTS	0	0	0	37,450	175	233	45,000	45,000
5652317 ADVERTISING & PRINTING	432	782	816	2,300	652	869	2,300	2,300
5652318 ABATEMENTS	10,823	13,875	12,704	15,000	6,208	8,277	15,000	15,000
5652319 DEMOLITION	2,880	23,185	24,329	57,000	43	57	25,000	25,000
5652330 DUES & SUBSCRIPTIONS	939	1,238	1,685	3,500	1,438	1,917	3,500	3,500
5652331 EMPLOYEE TRAVEL & TRAININ	1,119	1,451	1,757	5,600	2,943	3,924	3,600	3,600
5652336 FEES	959	1,804	1,416	1,800	848	1,131	1,800	1,800
5652339 VEHICLE/EQUIP. MAINTENANCE	6,479	6,147	6,607	6,600	2,000	2,666	6,600	6,600
TOTAL OTHER SERVICES & CHARGES	23,630	48,531	49,314	129,250	14,306	19,074	102,800	102,800
CAPITAL OUTLAY								
TOTAL								
TOTAL 652-PLANNING & COMM DEV	286,045	328,909	266,032	406,755	188,579	251,432	403,472	403,472

01 -GENERAL FUND

653-HUMAN RESOURCES/RISK

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5653101 FULL-TIME PAYROLL	120,730	126,825	76,422	89,871	66,066	88,086	96,975	96,975
5653102 PART TIME	0	0	11,135	10,460	9,350	12,466	15,080	15,080
5653103 OVERTIME PAYROLL	1,003	0	612	0	0	0	0	0
5653104 LONGEVITY (DEC-MAY & JUN-NOV)	2,220	2,340	1,745	2,545	1,290	1,720	2,670	2,670
5653106 WORKER'S COMPENSATION	0	0	45	0	0	0	0	0
5653107 GROUP INSURANCE	19,680	18,698	11,707	12,914	9,703	12,936	12,933	12,933
5653108 FICA	8,046	7,865	5,073	6,680	4,757	6,342	7,113	7,113
5653109 UNEMPLOYMENT	499	586	407	561	158	210	510	510
5653110 PENSION-DEFINED BENEFIT	24,785	24,670	16,177	12,421	4,694	6,259	12,406	12,406
5653111 MEDICARE	1,882	1,839	1,186	1,562	1,112	1,483	1,664	1,664
5653114 PENSION-DEFINED CONTRIBUTION	0	0	0	2,900	1,820	2,426	3,090	3,090
TOTAL PERSONAL SERVICES	178,846	182,822	124,509	139,914	98,950	131,930	152,441	152,441
MATERIALS & SUPPLIES								
5653202 OPERATING SUPPLIES	2,658	2,314	2,299	1,000	401	535	1,000	1,000
5653207 CLOTHING ALLOWANCE	250	256	221	250	227	303	500	500
5653212 FUEL EXPENSE	764	371	680	700	664	885	805	805
5653213 SAFETY EXPENSE	14,723	16,749	18,930	28,620	15,592	20,789	25,500	25,500
5653215 AWARDS/NUC PROGRAM	8,810	11,979	5,419	9,500	8,485	11,312	9,500	9,500
TOTAL MATERIALS & SUPPLIES	27,205	31,669	27,550	40,070	25,368	33,824	37,305	37,305
OTHER SERVICES & CHARGES								
5653308 CONTRACTED SERVICES	3,354	3,360	12,104	5,000	3,620	4,827	7,500	7,500
5653317 ADVERTISING & PRINTING	1,201	910	3,343	4,000	1,163	1,550	2,500	2,500
5653330 DUES & SUBSCRIPTIONS	875	653	734	1,000	604	805	750	750
5653331 EMPLOYEE TRAVEL & TRAININ	1,910	771	1,089	2,500	679	906	2,500	2,500
5653339 VEHICLE/EQUIP. MAINTENANCE	(630)	2,121	248	1,987	791	1,055	1,000	1,000
5653348 DRUG TESTING/PHYSICALS	13,879	8,689	9,933	12,000	5,498	7,330	8,000	8,000
TOTAL OTHER SERVICES & CHARGES	20,589	16,504	27,452	26,487	12,354	16,472	22,250	22,250
CAPITAL OUTLAY								
TOTAL								
TOTAL 653-HUMAN RESOURCES/RISK	226,640	230,995	179,510	206,471	136,673	182,225	211,996	211,996

01 -GENERAL FUND

862-FLEET MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
TOTAL								
TOTAL								

01 -GENERAL FUND

865-STREETS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5865101 FULL-TIME PAYROLL	351,862	356,376	398,790	416,316	290,408	387,201	480,086	480,086
5865102 PART TIME PAYROLL	18,006	10,840	0	0	0	0	20,000	20,000
5865103 OVERTIME PAYROLL	15,224	13,031	12,085	14,206	12,171	16,227	8,500	8,500
5865104 LONGEVITY (DEC-MAY & JUN-NOV)	5,908	4,990	5,205	5,085	2,533	3,377	5,595	5,595
5865105 SEVERANCE/UNUSED LEAVE	3,488	0	224	3,077	3,076	4,101	0	0
5865106 WORKER'S COMPENSATION	26,918	25,227	184,842	156,716	144,233	192,306	0	0
5865107 GROUP INSURANCE	67,139	69,320	75,856	76,397	55,438	73,916	89,895	89,895
5865108 FICA	25,498	23,818	24,989	26,852	18,846	25,128	31,879	31,879
5865109 UNEMPLOYMENT	2,383	2,389	2,662	2,395	1,502	2,003	2,508	2,508
5865110 PENSION-DEFINED BENEFIT	77,666	74,139	80,478	51,643	37,630	50,172	60,381	60,381
5865111 MEDICARE	5,963	5,570	5,844	6,280	4,408	5,877	7,456	7,456
5865114 PENSION-DEFINED CONTRIBUTION	0	0	0	13,453	10,533	14,044	15,204	15,204
TOTAL PERSONAL SERVICES	600,055	585,699	790,974	772,420	580,777	774,350	721,504	721,504
MATERIALS & SUPPLIES								
5865202 OPERATING SUPPLIES	3,631	3,792	983	1,200	173	231	1,200	1,200
5865203 REPAIR & MAINT TRAFFIC CONTROL	73,419	39,904	44,098	60,500	25,535	34,046	49,500	49,500
5865204 SMALL TOOLS	2,394	1,318	612	1,200	0	0	1,200	1,200
5865207 CLOTHING ALLOWANCE	3,006	2,787	3,020	3,532	3,531	4,709	3,438	3,438
5865212 FUEL EXPENSE	45,681	47,856	57,645	45,000	30,937	41,249	45,406	45,406
5865218 STREET REPAIRS & MAINTENANCE	241,674	245,664	223,866	261,000	174,329	232,433	235,000	235,000
TOTAL MATERIALS & SUPPLIES	369,805	341,320	330,224	372,432	234,506	312,667	335,744	335,744

5865218 STREET REPAIRS & MAINTENANCURRENT YEAR NOTES:

This is a continuation of our Streets Repairs and Maintenance program. It is funding the supplies for our city crews to do the panel replacements, asphalt streets, concrete joint sealing, etc.

OTHER SERVICES & CHARGES								
5865328 INTERNET SERVICE	1,979	1,904	1,834	1,920	1,438	1,918	1,920	1,920
5865331 EMPLOYEE TRAVEL & TRAININ	287	939	30	500	18	24	500	500
5865339 VEHICLE/EQUIP. MAINTENANCE	174,571	106,044	147,483	143,850	95,956	127,937	143,000	143,000
TOTAL OTHER SERVICES & CHARGES	176,837	108,887	149,348	146,270	97,412	129,880	145,420	145,420
CAPITAL OUTLAY								
5865403 STREETS RECONSTRUCTION PROJECT	0	83,602	426,615	0	0	0	0	0
5865404 STREET REPAIR PROJECT	0	0	0	210,000	27,575	36,765	180,000	180,000
TOTAL CAPITAL OUTLAY	0	83,602	426,615	210,000	27,575	36,765	180,000	180,000
DEBT SERVICE								
TOTAL								
TOTAL 865-STREETS	1,146,697	1,119,509	1,697,160	1,501,122	940,271	1,253,663	1,382,668	1,382,668

01 -GENERAL FUND

215-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5215106 WORKER'S COMPENSATION	0	0	0	0	0	0	270,000	270,000
5215140 CONTINGENCY- PAY ADJUSTMENT	0	0	0	0	0	0	13,839	13,839
5215150 CONTINGENCY - SEVERANCE/LEAVE	0	0	0	0	0	0	35,121	35,121
TOTAL PERSONAL SERVICES	0	0	0	0	0	0	318,960	318,960

5215106 WORKER'S COMPENSATION PERMANENT NOTES:

This line item is used to budget all Workers Comp Expense for the entire fund. Expenses are being posted by department each month. We are using an Internal Service Fund to track these expenditures. Budget will be allocated to the various departments during the year.

5215150 CONTINGENCY - SEVERANCE/LEPERMANENT NOTES:

This is the total budget for all General Fund for Severance and is allocated monthly to the departments as it is needed throughout the year.

MATERIALS & SUPPLIES								
5215202 OPERATING SUPPLIES	6,163	5,884	36,764	31,500	25,749	34,331	30,000	30,000
5215250 CONTINGENCY - (CTY MGR)	26,467	1,184	9,568	13,429	2,823	3,763	35,000	35,000
TOTAL MATERIALS & SUPPLIES	32,630	7,068	46,332	44,929	28,571	38,094	65,000	65,000
OTHER SERVICES & CHARGES								
5215301 AUDITING	15,500	20,000	18,774	14,750	14,750	19,666	20,000	20,000
5215302 CONSULTANTS	23,909	21,836	26,033	35,000	32,030	42,705	35,000	35,000
5215308 CONTRACT LIABILITY	0	0	3,021	31,090	4,458	5,943	50,000	50,000
5215310 EDUCATION PROJECTS	6,000	2,000	0	3,000	592	789	4,000	4,000
5215312 EQUIPMENT RENTALS	36,598	36,815	25,555	21,000	18,405	24,539	30,836	30,836
5215313 ELECTRIC UTILITY	338,076	299,664	326,611	294,500	239,005	318,665	301,500	301,500
5215314 GAS UTILITY	8,723	12,268	20,308	29,200	40,619	54,158	33,800	33,800
5215315 TELEPHONE UTILITY	27,163	33,589	47,462	35,000	26,861	35,814	33,000	33,000
5215316 REPAIRS & MAINTENANCE	0	2,963	0	3,000	0	0	5,000	5,000
5215317 POSTAGE	10,000	10,491	12,108	12,600	9,005	12,007	10,000	10,000
5215321 AUTO INSURANCE	76,256	79,624	31,663	40,348	39,184	52,244	41,756	41,756
5215322 LIABILITY INSURANCE/BONDS	104,357	104,803	147,536	138,093	138,092	184,118	146,523	146,523
5215323 DAMAGES	3,685	22,060	3,589	17,236	514	685	30,000	30,000
5215325 CONTINGENCY - GRANTS	0	0	0	0	0	0	7,500	7,500
5215339 FLEET MAINTENANCE	0	0	0	0	0	0	71,699	71,699
TOTAL OTHER SERVICES & CHARGES	650,268	646,112	662,660	674,817	563,514	751,334	820,614	820,614

5215339 FLEET MAINTENANCE PERMANENT NOTES:

Expenses are being posted by department each month. We are using an Internal Service Fund to track these expenditures.

01 -GENERAL FUND

215-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
TRANSFERS								
5215623 TRANSFERS - COPS GRANT MATCH	7,640	0	0	0	0	0	0	0
5215625 TRANSFERS-AIRPORT	99,103	106,378	147,991	143,627	107,720	143,623	134,965	134,965
5215626 TRANSFERS- GRANTS	3,750	0	0	0	0	0	0	0
5215627 TRANSFER TO NUTRITION FUND	220,603	241,812	235,425	192,406	144,304	192,401	205,514	205,514
5215630 TRANSFER TO SE EXPO FUND	0	0	0	155,000	120,000	159,996	0	0
5215631 TRANSFER TO REPAYMENT (CIP)	1,720,130	387,667	610,547	1,507,137	712,603	950,113	1,002,333	1,002,333
5215632 TRANSFER TO GIFTS & CONTRIB.	32,500	6,801	0	0	0	0	0	0
5215633 TRANSFER TO AIRPORT GRANT	0	0	0	40,525	0	0	0	0
TOTAL TRANSFERS	2,083,726	742,658	993,963	2,038,695	1,084,627	1,446,134	1,342,812	1,342,812

5215625 TRANSFERS-AIRPORT

PERMANENT NOTES:
THIS IS THE TRANSFER AMOUNT THAT GENERAL FUND IS FUNDING THE AIRPORT.

5215627 TRANSFER TO NUTRITION FUND

PERMANENT NOTES:
GRANT MATCH AND TRANSFER TO FUND NUTRITION PROGRAM.

5215631 TRANSFER TO REPAYMENT (CIP

PERMANENT NOTES:
This accounts transfer money to Capital fund.

TOTAL 215-INTERDEPARTMENTAL	2,766,624	1,395,839	1,702,956	2,758,441	1,676,713	2,235,562	2,547,386	2,547,386
TOTAL EXPENDITURES	14,873,962	13,291,566	14,104,382	15,779,806	10,519,190	14,025,234	15,187,237	15,187,237
REVENUE OVER/(UNDER) EXPENDITURES	730,231	734,890	131,245	0	480,095	640,112	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

02 -MPWA

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-330 GRANT REVENUE	1,874	0	0	0	0	0	0	0
4-0-410 WATER SALES	3,604,806	3,111,476	3,074,689	3,273,384	2,247,633	2,996,768	3,293,600	3,293,600
4-0-411 WATER DISTRICTS/OSP	1,201,565	1,116,688	1,074,628	1,118,430	697,987	930,626	1,120,430	1,120,430
4-0-412 WATER TAPS	11,990	14,945	30,172	35,100	13,350	17,800	16,020	16,020
4-0-413 SEWER	1,677,088	1,683,202	1,624,451	1,648,200	1,203,325	1,604,394	1,629,724	1,629,724
4-0-414 GARBAGE	2,645,867	2,626,517	2,610,987	2,658,528	2,009,815	2,679,686	2,700,752	2,700,752
4-0-415 LANDFILL	8,106	6,292	2,742	2,900	1,729	2,305	2,508	2,508
4-0-416 ROLL-OFF GARBAGE	182,221	49,626	0	0	0	0	0	0
4-0-417 SERVICE CHARGES	92,465	78,260	0	0	0	0	0	0
4-0-418 PENALTIES	174,440	135,432	0	0	0	0	0	0
4-0-419 RAW WATER SALES	208,863	89,632	0	0	0	0	0	0
4-0-428 SEWER TAPS	7,400	19,600	11,700	11,100	8,300	11,066	11,700	11,700
4-0-429 RECYCLE FEES	33,737	33,816	33,407	33,500	26,987	35,981	34,823	34,823
4-0-601 INVESTMENT INCOME	8,050	11,571	8,388	8,700	5,271	7,027	7,648	7,648
4-0-602 AUCTIONS/SURPLUS	1,000	17,141	0	0	0	0	0	0
4-0-605 RECYCLING REIMBURSEMENTS	5,051	4,692	7,130	7,500	7,194	9,592	8,200	8,200
4-0-610 MISCELLANEOUS	1,812	3,113	(41)	1,000	106	141	0	0
4-0-615 CREDIT CARD PAYMENT FEES	10,818	13,273	15,341	14,800	13,414	17,884	16,276	16,276
4-0-625 REIMBURSEMENT	4,807	91,011	7,238	4,000	818	1,091	1,200	1,200
4-0-647 PRETREATMENT REIMBURSEMENT	0	3,100	4,800	5,000	3,000	4,000	5,000	5,000
4-0-721 TRANSFER FROM BOND TRUSTEE FUN	6,106,116	0	0	0	0	0	0	0
4-0-726 TRANSFER IN - LANDFILL	13,124	0	0	0	0	0	0	0
4-0-730 TRANSFER IN - ED FUND	3,390	0	0	0	0	0	0	0
4-0-800 GAIN ON INVESTMENT IN ALFA	116,351	0	0	0	0	0	0	0
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	313,865	0	0	353,448	353,448
TOTAL REVENUES	16,120,930	9,109,384	8,505,668	9,136,007	6,238,928	8,318,363	9,201,329	9,201,329

02 -MPWA

216-UTILITY BILL & COLL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5216101 FULL-TIME PAYROLL	201,533	230,743	212,046	241,575	171,983	229,305	236,551	236,551
5216102 PART TIME PAYROLL	10,940	5,995	23,454	9,850	225	300	10,000	10,000
5216103 OVERTIME PAYROLL	1,164	814	4,342	4,000	2,992	3,990	2,000	2,000
5216104 LONGEVITY (DEC-MAY & JUN-NOV)	3,415	3,535	3,065	3,065	1,900	2,533	1,890	1,890
5216105 SEVERANCE/UNUSED LEAVE	806	1,645	4,806	1,491	207	275	0	0
5216106 WORKER'S COMPENSATION	1,706	0	0	0	0	0	0	0
5216107 GROUP INSURANCE	43,942	44,349	38,078	51,331	35,574	47,431	51,296	51,296
5216108 FICA	14,261	14,771	14,931	17,338	10,802	14,403	15,628	15,628
5216109 UNEMPLOYMENT	1,427	1,582	1,774	1,870	1,180	1,573	1,530	1,530
5216110 PENSION-DEFINED BENEFIT	41,311	43,852	37,154	33,147	13,058	17,410	29,646	29,646
5216111 MEDICARE	3,335	3,454	3,492	4,055	2,526	3,368	3,655	3,655
5216114 PENSION-DEFINED CONTRIBUTION	0	0	0	7,706	5,310	7,080	7,199	7,199
TOTAL PERSONAL SERVICES	323,840	350,738	343,142	375,428	245,757	327,668	359,395	359,395
MATERIALS & SUPPLIES								
5216202 OPERATING SUPPLIES	17,791	13,200	9,629	10,000	6,314	8,418	9,000	9,000
5216207 CLOTHING ALLOWANCE	831	888	1,698	1,000	1,113	1,484	1,625	1,625
5216212 FUEL EXPENSE	7,671	8,074	8,372	8,800	4,603	5,460	5,695	5,695
TOTAL MATERIALS & SUPPLIES	26,292	22,162	19,699	19,800	12,030	15,362	16,320	16,320
OTHER SERVICES & CHARGES								
5216302 CONSULTANTS	5,400	0	0	1,000	0	0	0	0
5216316 REPAIRS & MAINTENANCE	4,575	5,257	5,783	6,361	6,361	8,481	6,600	6,600
5216317 POSTAGE	44,930	45,000	55,000	40,000	30,000	39,999	45,000	45,000
5216331 TRAVEL & TRAINING	50	467	795	1,000	261	347	1,000	1,000
5216336 FEES	3,518	4,068	3,518	4,100	2,638	3,518	4,100	4,100
5216338 CREDIT CARD PROCESSING	12,226	17,606	18,022	27,000	22,152	29,535	27,000	27,000
5216339 VEHICLE/EQUIP. MAINTENANCE	36,524	5,059	9,648	5,500	1,854	2,472	4,500	4,500
5216340 CASH LONG/SHORT	98	173	2	100	(55)	(74)	0	0
5216345 BAD DEBT EXPENSE	50,047	30,558	41,448	45,200	39,660	52,879	45,200	45,200
TOTAL OTHER SERVICES & CHARGES	157,368	108,189	134,216	130,261	102,870	137,157	133,400	133,400
CAPITAL OUTLAY								
TOTAL								
TOTAL 216-UTILITY BILL & COLL	507,500	481,089	497,057	525,489	360,658	480,187	509,115	509,115

02 -MPWA

864-LANDFILL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5864101 FULL TIME PAYROLL	74,733	65,982	76,620	83,096	60,403	80,535	86,991	86,991
5864103 OVERTIME PAYROLL	1,528	2,104	1,632	3,000	1,174	1,566	3,000	3,000
5864104 LONGEVITY(DEC-MAY & JUN-NOV)	1,985	1,875	1,875	1,875	938	1,250	2,175	2,175
5864106 WORKER'S COMPENSATION	11,379	762	197	490	451	601	0	0
5864107 GROUP INSURANCE	17,664	11,741	13,116	14,450	10,859	14,478	14,456	14,456
5864108 FICA	5,601	4,322	4,808	5,489	3,846	5,128	5,749	5,749
5864109 UNEMPLOYMENT	536	387	402	424	219	292	382	382
5864110 PENSION-DEFINED BENEFIT	17,143	13,362	16,126	11,524	8,689	11,586	11,170	11,170
5864111 MEDICARE	1,310	1,011	1,125	1,284	899	1,199	1,345	1,345
5864114 PENSION-DEFINED CONTRIBUTION	0	0	0	3,916	2,905	3,874	4,038	4,038
TOTAL PERSONAL SERVICES	131,879	101,546	115,901	125,548	90,383	120,508	129,306	129,306
MATERIALS & SUPPLIES								
5864202 OPERATING SUPPLIES	933	703	167	400	60	80	400	400
5864203 REPAIRS & MAINT SUPPLIES	3,154	61	272	2,200	0	0	500	500
5864204 SMALL TOOLS	0	0	0	300	0	0	300	300
5864207 CLOTHING ALLOWANCE	630	472	494	563	410	547	563	563
5864212 FUEL EXPENSE	8,813	811	630	4,000	3,916	5,162	5,676	5,676
TOTAL MATERIALS & SUPPLIES	13,530	2,047	1,563	7,463	4,386	5,789	7,439	7,439
OTHER SERVICES & CHARGES								
5864308 CONTRACTED LANDFILL SERVICES	101,004	32,002	0	0	0	0	0	0
5864327 SUB TITLE D EXPENSE	762,793	0	0	0	0	0	0	0
5864329 DEQ FEES	1,384	649	1,195	2,000	415	554	2,000	2,000
5864331 EMPLOYEE TRAVEL & TRAINING	0	100	60	200	120	160	200	200
5864339 VEHICLE/EQUIP. MAINTENANCE	16,407	20,344	10,925	10,319	6,900	9,200	9,000	9,000
TOTAL OTHER SERVICES & CHARGES	881,588	53,095	12,180	12,519	7,436	9,914	11,200	11,200
CAPITAL OUTLAY								
TOTAL								
DEBT SERVICE								
5864510 LEASE PAYMENTS	0	102,292	102,292	51,147	51,146	68,194	0	0
TOTAL DEBT SERVICE	0	102,292	102,292	51,147	51,146	68,194	0	0
TOTAL 864-LANDFILL	1,026,998	258,981	231,936	196,677	153,352	204,405	147,945	147,945

02 -MPWA

866-REFUSE COLLECTION

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5866101 FULL-TIME PAYROLL	30,881	31,453	0	0	0	0	0	0
5866103 OVERTIME PAYROLL	2,757	2,787	0	0	0	0	0	0
5866104 LONGEVITY (DEC-MAY & JUN-NOV)	330	390	0	0	0	0	0	0
5866106 WORKER'S COMPENSATION	138,113	74,067	44,535	25,946	22,644	30,192	0	0
5866107 GROUP INSURANCE	6,516	6,189	0	0	0	0	0	0
5866108 FICA	2,150	2,079	0	0	0	0	0	0
5866109 UNEMPLOYMENT	182	193	0	0	0	0	0	0
5866110 PENSION-DEFINED BENEFIT	6,623	6,614	0	0	0	0	0	0
5866111 MEDICARE	503	486	0	0	0	0	0	0
TOTAL PERSONAL SERVICES	188,055	124,258	44,535	25,946	22,644	30,192	0	0
MATERIALS & SUPPLIES								
5866207 CLOTHING ALLOWANCE	250	250	0	0	0	0	0	0
5866212 FUEL EXPENSE	22,438	12,854	10,520	14,000	5,992	7,485	8,065	8,065
5866230 RECYCLING CENTER EXPENSE	1,687	2,647	1,835	2,300	1,278	1,704	2,300	2,300
TOTAL MATERIALS & SUPPLIES	24,375	15,750	12,355	16,300	7,270	9,188	10,365	10,365
OTHER SERVICES & CHARGES								
5866306 CONTRACTED REFUSE SERVICES	1,742,878	1,787,724	1,827,572	1,810,540	1,249,728	1,666,262	1,891,296	1,891,296
5866307 CONTRACTED RECYCLE SERVICES	20,513	22,500	23,535	22,800	13,230	17,640	23,000	23,000
5866331 EMPLOYEE TRAVEL & TRAINING	0	0	0	100	0	0	200	200
5866339 VEHICLE/EQUIP. MAINTENANCE	24,811	10,729	0	9,500	0	0	9,500	9,500
TOTAL OTHER SERVICES & CHARGES	1,788,201	1,820,953	1,851,108	1,842,940	1,262,958	1,683,901	1,923,996	1,923,996
CAPITAL OUTLAY								
TOTAL								
DEBT SERVICE								
5866510 LEASE PURCHASE	0	36,094	0	0	0	0	0	0
TOTAL DEBT SERVICE	0	36,094	0	0	0	0	0	0
TOTAL 866-REFUSE COLLECTION	2,000,632	1,997,055	1,907,997	1,885,186	1,292,872	1,723,281	1,934,361	1,934,361

02 -MPWA

871-ENGINEERING

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5871101 FULL-TIME PAYROLL	214,130	222,337	214,010	208,652	153,791	205,050	252,473	252,473
5871102 PART-TIME PAYROLL	0	0	10,350	0	0	0	0	0
5871103 OVERTIME PAYROLL	0	0	64	0	0	0	0	0
5871104 LONGEVITY (DEC-MAY & JUN-NOV)	2,970	3,090	1,860	2,960	690	920	1,500	1,500
5871105 SEVERANCE/UNUSED LEAVE	0	0	49,935	0	0	0	0	0
5871106 WORKER'S COMPENSATION	0	5,976	38	12	11	15	0	0
5871107 GROUP INSURANCE	26,427	25,109	20,397	26,015	18,868	25,157	32,453	32,453
5871108 FICA	14,064	13,924	16,529	13,151	9,228	12,304	15,801	15,801
5871109 UNEMPLOYMENT	720	784	1,148	748	406	541	850	850
5871110 PENSION-DEFINED BENEFIT	43,215	43,056	38,913	28,445	17,183	22,910	31,603	31,603
5871111 MEDICARE	3,289	3,256	3,866	3,076	2,158	2,878	3,695	3,695
5871114 PENSION-DEFINED CONTRIBUTION	0	0	0	10,247	6,752	9,002	12,120	12,120
TOTAL PERSONAL SERVICES	304,814	317,532	357,109	293,306	209,088	278,776	350,495	350,495
MATERIALS & SUPPLIES								
5871202 OPERATING SUPPLIES	2,684	1,725	1,015	2,500	317	423	1,500	1,500
5871204 SMALL TOOLS	0	0	0	250	0	0	250	250
5871207 CLOTHING ALLOWANCE	454	460	373	500	451	601	875	875
5871212 FUEL EXPENSE	2,491	1,912	2,914	3,200	1,288	1,617	1,275	1,275
TOTAL MATERIALS & SUPPLIES	5,629	4,097	4,302	6,450	2,057	2,642	3,900	3,900
OTHER SERVICES & CHARGES								
5871302 CONSULTANTS	63,594	105,550	40,834	85,000	16,814	22,419	75,000	75,000
5871316 REPAIRS & MAINTENANCE	0	0	0	100	0	0	100	100
5871329 DEQ FEES	585	1,207	748	1,000	0	0	1,000	1,000
5871330 DUES & SUBSCRIPTIONS	0	496	1,107	1,300	211	281	1,300	1,300
5871331 EMPLOYEE TRAVEL & TRAININ	3,181	2,344	2,049	3,400	1,455	1,941	3,000	3,000
5871339 VEHICLE/EQUIP. MAINTENANCE	2,043	1,092	3,540	3,100	1,968	2,624	500	500
TOTAL OTHER SERVICES & CHARGES	69,404	110,689	48,278	93,900	20,448	27,263	80,900	80,900
CAPITAL OUTLAY								
TOTAL								
DEBT SERVICE								
TOTAL								
TOTAL 871-ENGINEERING	379,846	432,317	409,688	393,656	231,593	308,682	435,295	435,295

02 -MPWA

972-UTILITIES ADMIN DEPT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
MATERIALS & SUPPLIES								
TOTAL								
TOTAL								

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973-WASTEWATER TREATMENT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5973101 FULL-TIME PAYROLL	363,503	380,461	373,366	382,017	264,409	352,537	394,913	394,913
5973103 OVERTIME PAYROLL	2,984	2,107	6,707	5,000	3,813	5,083	3,000	3,000
5973104 LONGEVITY (DEC-MAY & JUN-NOV)	6,190	6,790	7,535	7,015	3,230	4,307	6,180	6,180
5973105 SEVERANCE/UNUSED LEAVE	9,536	2,953	15,296	18,417	18,417	24,555	0	0
5973106 WORKER'S COMPENSATION	4,638	146	49	283	263	350	0	0
5973107 GROUP INSURANCE	74,972	74,280	69,584	77,035	53,837	71,780	77,058	77,058
5973108 FICA	24,537	24,149	24,541	24,616	17,834	23,778	25,240	25,240
5973109 UNEMPLOYMENT	2,162	2,411	2,564	2,244	1,438	1,917	2,040	2,040
5973110 PENSION-DEFINED BENEFIT	73,337	74,020	69,036	52,442	30,016	40,020	50,092	50,092
5973111 MEDICARE	5,739	5,648	5,740	5,757	4,171	5,561	5,903	5,903
5973114 PENSION-DEFINED CONTRIBUTION	0	0	0	13,141	8,458	11,277	13,274	13,274
TOTAL PERSONAL SERVICES	567,596	572,965	574,416	587,967	405,883	541,163	577,700	577,700
MATERIALS & SUPPLIES								
5973203 REPAIRS & MAINT SUPPLIES	83,012	41,935	33,196	45,000	21,050	28,066	37,500	37,500
5973204 SMALL TOOLS	0	0	0	1,000	0	0	1,000	1,000
5973206 CHEMICALS	4,939	3,503	3,875	2,400	1,499	1,998	3,500	3,500
5973207 CLOTHING ALLOWANCE	2,634	2,811	3,018	3,000	2,873	3,831	3,000	3,000
5973212 FUEL EXPENSE	14,368	14,165	16,041	15,200	8,696	10,657	10,315	10,315
TOTAL MATERIALS & SUPPLIES	104,953	62,415	56,129	66,600	34,118	44,552	55,315	55,315
OTHER SERVICES & CHARGES								
5973302 CONSULTANTS (IND. PRETREATMENT	48,794	16,267	20,120	22,000	11,711	15,615	20,000	20,000
5973304 LAB TESTING	32,665	33,683	33,053	32,100	18,069	24,091	32,100	32,100
5973316 REPAIRS & MAINTENANCE	27,856	34,657	5,703	22,000	12,218	16,290	24,000	24,000
5973328 INTERNET SERVICE	692	871	761	824	619	825	824	824
5973329 DEQ FEES	13,861	16,861	23,361	15,000	1,338	1,783	18,000	18,000
5973330 DUES & SUBSCRIPTIONS	0	0	999	800	136	182	800	800
5973331 EMPLOYEE TRAVEL & TRAININ	0	3,032	331	2,000	518	690	2,000	2,000
5973339 VEHICLE/EQUIP. MAINTENANCE	33,050	39,507	19,230	16,500	13,821	18,428	16,500	16,500
TOTAL OTHER SERVICES & CHARGES	156,919	144,878	103,558	111,224	58,429	77,904	114,224	114,224
CAPITAL OUTLAY								
5973401 CAPITAL OUTLAY	0	20,804	41,957	12,440	1,150	1,533	0	0
TOTAL CAPITAL OUTLAY	0	20,804	41,957	12,440	1,150	1,533	0	0
TOTAL 973-WASTEWATER TREATMENT	829,468	801,063	776,061	778,231	499,580	665,152	747,239	747,239

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974-WATER TREATMENT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5974101 FULL TIME PAYROLL	252,849	260,111	236,559	5,213	5,212	6,950	0	0
5974103 OVERTIME PAYROLL	16,208	11,171	42,418	1,452	1,452	1,936	0	0
5974104 LONGEVITY (DEC-MAY & JUN-NOV)	4,505	4,355	4,710	390	390	520	0	0
5974105 SEVERANCE/UNUSED LEAVE	6,862	5,188	3,613	57,304	57,304	76,403	0	0
5974106 WORKER'S COMPENSATION	15,414	2,913	8,344	25,340	23,013	30,684	0	0
5974107 GROUP INSURANCE	49,175	47,388	40,626	0	0	0	0	0
5974108 FICA	18,155	17,138	17,526	3,991	3,990	5,320	0	0
5974109 UNEMPLOYMENT	1,370	1,654	1,471	570	569	759	0	0
5974110 PENSION	54,133	52,286	49,158	918	918	1,224	0	0
5974111 MEDICARE	4,246	4,008	4,099	934	933	1,244	0	0
5974114 PENSION-DEFINED CONTRIBUTION	0	0	0	180	180	240	0	0
TOTAL PERSONAL SERVICES	422,919	406,212	409,524	96,292	93,962	125,280	0	0
MATERIALS & SUPPLIES								
5974203 REPAIRS & MAINT SUPPLIES	60,404	82,761	80,018	0	0	0	0	0
5974204 SMALL TOOLS	1,276	0	97	0	0	0	0	0
5974206 CHEMICALS	369,742	333,412	280,616	0	0	0	0	0
5974207 CLOTHING ALLOWANCE	1,863	1,943	1,710	0	0	0	0	0
5974212 FUEL EXPENSE	15,285	19,328	19,089	0	0	0	0	0
TOTAL MATERIALS & SUPPLIES	448,570	437,444	381,530	0	0	0	0	0
OTHER SERVICES & CHARGES								
5974302 CONSULTANTS	0	0	0	1,184,433	888,325	1,184,403	1,219,976	1,219,976
5974304 LAB TESTING	36,179	23,587	27,659	0	0	0	0	0
5974308 CONTRACTED SERVICES	42,927	48,263	72,820	85,000	48,101	64,133	85,000	85,000
5974316 REPAIRS & MAINTENANCE	60,100	58,788	23,926	0	0	0	0	0
5974317 ADVERTISING/PRINTING/POSTAGE	5,078	6,121	6,185	0	0	0	0	0
5974328 INTERNET SERVICE	655	1,029	1,029	1,200	175	234	1,200	1,200
5974329 DEQ FEES	6,355	2,122	12,190	6,000	0	0	6,000	6,000
5974330 DUES & MAINTENANCE	38	150	525	500	450	600	0	0
5974331 EMPLOYEE TRAVEL & TRAININ	568	1,963	932	0	0	0	0	0
5974339 VEHICLE/EQUIP. MAINTENANCE	18,783	13,689	11,122	7,500	5,001	6,668	8,000	8,000
TOTAL OTHER SERVICES & CHARGES	170,684	155,693	156,387	1,284,633	942,053	1,256,039	1,320,176	1,320,176
CAPITAL OUTLAY								
5974401 CAPITAL OUTLAY	34,530	28,215	0	0	0	0	0	0
5974402 RESIDUAL HANDLING PROJECT	0	504,280	367,527	0	0	0	0	0
TOTAL CAPITAL OUTLAY	34,530	532,495	367,527	0	0	0	0	0
TOTAL 974-WATER TREATMENT	1,076,702	1,531,845	1,313,967	1,380,925	1,036,015	1,381,318	1,320,176	1,320,176

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975-UTILITY MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5975101 FULL-TIME PAYROLL	324,527	347,460	235,575	291,148	200,092	266,783	302,970	302,970
5975103 OVERTIME PAYROLL	37,787	18,758	34,442	31,000	17,911	23,881	12,500	12,500
5975104 LONGEVITY (DEC-MAY & JUN-NOV)	3,350	2,305	2,250	4,865	1,230	1,640	2,790	2,790
5975105 SEVERANCE/UNUSED LEAVE	1,043	1,633	3,374	0	0	0	0	0
5975106 WORKER'S COMPENSATION	23,659	19,046	931	14,111	12,743	16,990	0	0
5975107 GROUP INSURANCE	64,574	71,801	43,586	64,165	42,259	56,345	64,142	64,142
5975108 FICA	23,273	22,674	16,656	20,430	13,457	17,942	20,000	20,000
5975109 UNEMPLOYMENT	2,060	2,494	1,623	1,870	1,070	1,426	1,700	1,700
5975110 PENSION-DEFINED BENEFIT	70,697	69,651	49,986	41,890	21,547	28,728	38,246	38,246
5975111 MEDICARE	5,443	5,303	3,895	4,778	3,147	4,196	4,677	4,677
5975114 PENSION-DEFINED CONTRIBUTION	0	0	0	10,752	8,008	10,677	10,602	10,602
TOTAL PERSONAL SERVICES	556,413	560,925	392,317	485,009	321,464	428,608	457,627	457,627
MATERIALS & SUPPLIES								
5975202 OPERATING SUPPLIES	3,798	1,521	2,846	3,500	2,534	3,379	2,700	2,700
5975204 SMALL TOOLS	1,933	0	600	2,000	0	0	1,000	1,000
5975207 CLOTHING ALLOWANCE	2,658	3,174	1,919	2,500	2,189	2,918	2,500	2,500
5975209 UTILITY MAINTENANCE SUPP.	0	32,128	27,354	82,500	40,081	53,440	60,000	60,000
5975211 WATER METERS	41,864	65,119	69,279	35,000	0	0	5,000	5,000
5975212 FUEL EXPENSE	47,985	45,912	33,645	33,000	18,929	22,894	28,025	28,025
5975218 STREET REPAIRS & MAINTENANCE	147,715	104,301	96,489	115,000	62,000	82,665	95,000	95,000
5975230 SEWER MAIN REPAIR	36,320	43,080	7,566	20,000	10,750	14,333	20,000	20,000
5975235 WATER MAIN REPAIR	82,416	39,114	66,459	44,571	29,556	39,408	40,000	40,000
5975236 WATER MAIN REPLACEMENT	0	0	0	50,000	16,180	21,573	40,000	40,000
5975240 LAND IMPROVEMENTS	3,259	8,727	0	7,000	0	0	1,000	1,000
TOTAL MATERIALS & SUPPLIES	368,149	343,074	306,156	395,071	182,219	240,610	295,225	295,225
OTHER SERVICES & CHARGES								
5975308 CONTRACTED SERVICES	0	0	0	14,500	0	0	0	0
5975328 INTERNET SERVICE	1,319	1,524	1,333	756	571	761	785	785
5975329 DEQ FEES	686	475	733	2,000	186	248	2,000	2,000
5975330 DUES & SUBSCRIPTIONS	0	0	0	400	0	0	400	400
5975331 EMPLOYEE TRAVEL & TRAININ	1,457	1,117	465	1,200	6	8	1,000	1,000
5975334 SEWER MAIN REPAIR	0	3,892	0	0	0	0	0	0
5975339 VEHICLE/EQUIP. MAINTENANCE	72,200	92,457	47,734	97,329	80,997	107,994	76,400	76,400
TOTAL OTHER SERVICES & CHARGES	75,662	99,466	50,266	116,185	81,760	109,011	80,585	80,585
CAPITAL OUTLAY								
5975401 CAPITAL OUTLAY	87,424	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	87,424	0	0	0	0	0	0	0

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975-UTILITY MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
DEBT SERVICE								
5975523 LEASES/LOANS	(0)	36,905	0	0	0	0	0	0
TOTAL DEBT SERVICE	(0)	36,905	0	0	0	0	0	0
TOTAL 975-UTILITY MAINTENANCE	1,087,648	1,040,370	748,739	996,265	585,443	778,228	833,437	833,437

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267-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5267106 WORKER'S COMPENSATION	0	0	0	131,818	0	0	90,000	90,000
5267140 CONTINGENCY - PAY	0	0	0	25,000	0	0	11,819	11,819
5267150 CONTINGENCY - SEVERANCE/LEAVE	0	0	0	43,016	0	0	39,140	39,140
TOTAL PERSONAL SERVICES	0	0	0	199,834	0	0	140,959	140,959
MATERIALS & SUPPLIES								
5267202 OPERATING SUPPLIES	3,304	3,292	8,582	9,472	0	0	9,472	9,472
TOTAL MATERIALS & SUPPLIES	3,304	3,292	8,582	9,472	0	0	9,472	9,472
OTHER SERVICES & CHARGES								
5267301 AUDITING	15,500	20,000	23,000	14,750	14,750	19,666	20,518	20,518
5267302 CONSULTANTS	23,253	18,828	24,044	42,000	25,644	34,191	27,521	27,521
5267312 EQUIPMENT RENTALS	0	0	6,567	0	0	0	7,000	7,000
5267313 ELECTRIC UTILITY	474,273	384,688	448,182	392,448	321,546	386,621	396,500	396,500
5267314 GAS UTILITY	5,145	6,895	10,050	8,000	11,252	14,504	8,000	8,000
5267315 TELEPHONE UTILITY	50,673	68,856	103,086	83,827	63,354	87,136	85,000	85,000
5267316 WATER UTILITY	7,270	359	304	3,300	197	263	275	275
5267318 RADIO MAINTENANCE	2,800	0	0	0	0	0	0	0
5267321 AUTO INSURANCE - FLEET	23,174	19,184	9,319	11,658	10,325	13,767	12,241	12,241
5267322 LIABILITY INSURANCE/BONDS	37,183	24,999	52,197	48,342	45,523	60,696	48,652	48,652
5267323 DAMAGES	20,878	20,000	0	20,000	1,000	1,333	20,000	20,000
5267325 CONTINGENCY - GRANTS	0	0	0	0	0	0	10,000	10,000
5267339 VEHICLE/EQUIP. MAINTENANCE	0	0	0	2,500	0	0	23,866	23,866
TOTAL OTHER SERVICES & CHARGES	660,150	563,808	676,750	626,825	495,592	618,177	659,573	659,573
CAPITAL OUTLAY								
5267480 CONTINGENCY (CTY MGR)	10,113	29,041	1,135	35,000	0	0	35,000	35,000
TOTAL CAPITAL OUTLAY	10,113	29,041	1,135	35,000	0	0	35,000	35,000
DEBT SERVICE								
5267521 CDBG LOAN #8908	(0)	13,750	13,750	13,750	10,312	13,750	13,750	13,750
5267522 FNB LOAN #115059	3,052,438	0	0	0	0	0	0	0
5267523 LEASE/LOANS	20,576	0	0	0	0	0	0	0
TOTAL DEBT SERVICE	3,073,014	13,750	13,750	13,750	10,312	13,750	13,750	13,750

5267106 WORKER'S COMPENSATION

PERMANENT NOTES:

This line item is used to budget all workers comp expense for the entire fund. Expenses are being posted by department each month. We are now using an Internal Service fund to track these expenditures. Budget will be allocated to the various departments during the year.

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267-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
TRANSFERS								
5267601 TFR TO GENERAL - REPAYMENT/CIP	1,469,130	822,932	1,760,943	0	0	0	0	0
5267622 TRANSFERS - GENERAL FUND	880,538	920,119	0	1,899,224	1,424,418	1,899,177	2,061,559	2,061,559
5267624 TRANSFERS-CAPITAL IMPROVEMENT	5,300	0	55,000	0	0	0	0	0
5267627 TRANSFER - CDBG GRANT MATCH	77,626	6,282	72,799	97,473	0	0	0	0
5267631 TRANSFER TO CIP FUND	387,663	0	0	98,000	0	0	0	0
5267638 TRANSFER-DEDICATED SALES TAX	0	0	0	0	0	0	353,448	353,448
TOTAL TRANSFERS	2,820,257	1,749,333	1,888,742	2,094,697	1,424,418	1,899,177	2,415,007	2,415,007

5267601 TFR TO GENERAL - REPAYMENTPERMANENT NOTES:

This accounts transfers funds from MPWA to General Fund - CIP (Capital).

5267622 TRANSFERS - GENERAL FUND PERMANENT NOTES:

This accounts transfers funds from MPWA to General Fund - CIP (Capital).

TOTAL 267-INTERDEPARTMENTAL	6,566,839	2,359,225	2,588,958	2,979,578	1,930,322	2,531,104	3,273,761	3,273,761
TOTAL EXPENDITURES	13,475,631	8,901,944	8,474,404	9,136,007	6,089,834	8,072,357	9,201,329	9,201,329
REVENUE OVER/(UNDER) EXPENDITURES	2,645,299	207,440	31,264	0	149,094	246,006	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

03 -AIRPORT AUTHORITY

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-409 SURCHARGE	17,487	10,929	7,134	7,736	6,875	9,167	11,200	11,200
4-0-421 HANGAR RENTALS	79,745	73,541	81,820	81,750	62,285	83,045	83,605	83,605
4-0-424 AIRP. PROPERTY RENT/FAA	14,670	9,780	2,850	3,800	950	1,267	4,000	4,000
4-0-610 MISCELLANEOUS	2,309	1,199	11,479	1,240	0	0	1,240	1,240
4-0-720 TRANSFER FROM GENERAL	99,103	106,378	147,991	143,627	107,720	143,623	134,965	134,965
4-0-721 TRANSFER IN AIRPORT GRANT FUND	291,172	0	0	0	0	0	0	0
TOTAL REVENUES	504,486	201,827	251,274	238,153	177,830	237,101	235,010	235,010

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

03 -AIRPORT AUTHORITY

876-AIRPORT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5876101 FULL-TIME PAYROLL	89,833	90,562	81,550	88,250	63,934	85,243	91,568	91,568
5876103 OVERTIME PAYROLL	0	0	127	0	514	685	0	0
5876104 LONGEVITY (DEC-MAY & JUN-NOV)	1,455	1,875	1,800	2,055	900	1,200	1,980	1,980
5876105 SEVERANCE/UNUSED LEAVE	0	0	7,689	0	0	0	0	0
5876107 GROUP INSURANCE	19,546	18,560	15,227	19,231	14,433	19,243	19,238	19,238
5876108 FICA	5,762	5,731	5,200	5,645	3,734	4,979	5,846	5,846
5876109 UNEMPLOYMENT	537	579	648	561	362	483	510	510
5876110 PENSION-DEFINED BENEFIT	17,752	17,655	13,110	12,258	6,725	8,966	11,758	11,758
5876111 MEDICARE	1,348	1,340	1,216	1,320	873	1,164	1,367	1,367
5876114 PENSION-DEFINED CONTRIBUTION	0	0	0	1,926	1,403	1,871	1,968	1,968
TOTAL PERSONAL SERVICES	136,234	136,303	126,568	131,246	92,878	123,034	134,235	134,235
MATERIALS & SUPPLIES								
5876203 REPAIRS & MAINT SUPPLIES	2,030	2,511	1,422	1,700	1,063	1,417	2,000	2,000
5876204 SMALL TOOLS	0	0	0	200	0	0	200	200
5876207 CLOTHING ALLOWANCE	697	715	595	750	733	977	750	750
5876208 LAND MAINTENANCE SUPP.	2,967	769	1,832	2,000	582	776	2,000	2,000
5876212 FUEL EXPENSE	2,601	2,081	4,104	3,701	2,351	2,918	3,300	3,300
TOTAL MATERIALS & SUPPLIES	8,295	6,076	7,952	8,351	4,728	6,088	8,250	8,250
OTHER SERVICES & CHARGES								
5876313 ELECTRIC UTILITY	15,781	13,148	12,982	13,800	11,645	15,526	14,000	14,000
5876314 GAS UTILITY	27	166	142	500	285	380	450	450
5876315 TELEPHONE UTILITY	274	359	300	350	249	332	340	340
5876316 REPAIRS & MAINTENANCE	4,018	0	4,916	4,000	2,584	3,446	350	350
5876321 AUTO INSURANCE	813	807	186	500	405	539	425	425
5876322 INSURANCE/BONDS	11,468	10,856	10,411	12,000	10,588	14,118	11,295	11,295
5876329 DEQ FEES	330	341	695	700	348	464	700	700
5876330 DUES & SUBSCRIPTIONS	175	0	0	75	0	0	75	75
5876331 EMPLOYEE TRAVEL & TRAININ	0	166	184	200	0	0	200	200
5876339 VEHICLE/EQUIP. MAINTENANCE	2,067	4,549	3,214	1,786	4,134	5,512	1,700	1,700
TOTAL OTHER SERVICES & CHARGES	34,954	30,391	33,030	33,911	30,238	40,317	29,535	29,535
CAPITAL OUTLAY								
5876480 CONTINGENCY	0	0	0	4,405	0	0	2,750	2,750
TOTAL CAPITAL OUTLAY	0	0	0	4,405	0	0	2,750	2,750
DEBT SERVICE								
5876511 FNB LOAN #119817 PAYMENTS	13,878	30,120	60,240	60,240	45,180	60,238	60,240	60,240
TOTAL DEBT SERVICE	13,878	30,120	60,240	60,240	45,180	60,238	60,240	60,240

03 -AIRPORT AUTHORITY

876-AIRPORT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
TRANSFERS								
TOTAL								
TOTAL 876-AIRPORT	193,360	202,890	227,791	238,153	173,025	230,478	235,010	235,010
TOTAL EXPENDITURES	193,360	202,890	227,791	238,153	173,025	230,478	235,010	235,010
REVENUE OVER/(UNDER) EXPENDITURES	311,125	(1,062)	23,483	0	4,806	6,624	0	0

*** END OF REPORT ***

05 -PARKING AUTHORITY

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-425 SPACE RENTAL	9,680	8,380	7,240	9,600	4,180	5,573	9,600	9,600
TOTAL REVENUES	9,680	8,380	7,240	9,600	4,180	5,573	9,600	9,600

05 -PARKING AUTHORITY

218-PARKING LOT OPER.

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
OTHER SERVICES & CHARGES								
5218313 ELECTRIC UTILITY	1,423	1,200	1,943	1,988	1,145	1,526	2,000	2,000
TOTAL OTHER SERVICES & CHARGES	1,423	1,200	1,943	1,988	1,145	1,526	2,000	2,000
5218313 ELECTRIC UTILITY	PERMANENT NOTES: UNDERGROUND PARKING LOT AT 3RD & CARL ALBERT LIGHT BILL FOR THE PARKING LOT							
TOTAL 218-PARKING LOT OPER.	1,423	1,200	1,943	1,988	1,145	1,526	2,000	2,000
TOTAL EXPENDITURES	1,423	1,200	1,943	1,988	1,145	1,526	2,000	2,000
REVENUE OVER/(UNDER) EXPENDITURES	8,257	7,180	5,297	7,612	3,035	4,047	7,600	7,600

*** END OF REPORT ***

08 -NUTRITION

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-330 NUTRITION GRANTS	63,786	42,504	61,525	61,690	40,123	53,496	61,690	61,690
4-0-720 GENERAL FUND CITY MATCH	8,000	11,607	11,087	11,089	8,317	11,089	11,089	11,089
4-0-723 TRANSFER FROM GENERAL FUND	212,603	230,205	224,338	181,317	135,988	181,312	194,425	194,425
TOTAL REVENUES	284,389	284,316	296,950	254,096	184,427	245,897	267,204	267,204

08 -NUTRITION

549-NUTRITION

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5549101 FULL TIME PAYROLL	107,147	106,946	90,122	91,536	70,369	93,823	103,440	103,440
5549102 PART TIME PAYROLL	66,472	56,271	66,994	59,130	45,174	60,231	59,130	59,130
5549103 OVERTIME PAYROLL	346	0	339	0	0	0	0	0
5549104 LONGEVITY	1,090	650	710	860	390	520	1,140	1,140
5549105 SEVERANCE/UNUSED LEAVE	7,147	2,634	0	573	573	764	0	0
5549106 WORKER'S COMPENSATION	21	6,134	161	60	87	116	0	0
5549107 GROUP INSURANCE	30,290	28,096	23,198	25,550	18,113	24,150	25,586	25,586
5549108 FICA	11,850	10,018	9,607	9,441	7,151	9,535	10,259	10,259
5549109 UNEMPLOYMENT	1,541	1,466	1,351	2,155	977	1,303	2,087	2,087
5549110 PENSION-DEFINED BENEFIT	22,330	20,551	17,206	12,443	8,283	11,044	13,049	13,049
5549111 MEDICARE	2,772	2,343	2,247	2,208	1,673	2,230	2,399	2,399
5549114 PENSION-DEFINED CONTRIBUTION	0	0	0	2,882	2,253	3,004	3,257	3,257
TOTAL PERSONAL SERVICES	251,006	235,109	211,935	206,838	155,044	206,720	220,347	220,347
MATERIALS & SUPPLIES								
5549202 OPERATING SUPPLIES	468	970	85	1,000	700	933	1,000	1,000
5549207 CLOTHING ALLOWANCE	786	850	724	750	722	962	1,750	1,750
5549212 FUEL EXPENSE	10,158	9,264	9,673	11,000	5,501	6,652	8,366	8,366
TOTAL MATERIALS & SUPPLIES	11,412	11,084	10,482	12,750	6,922	8,548	11,116	11,116
OTHER SERVICES & CHARGES								
5549308 CONTRACT SERVICES	14,636	15,832	15,336	15,500	10,491	13,988	15,500	15,500
5549315 TELEPHONE UTILITY	2,646	2,979	3,084	3,386	2,636	3,515	3,800	3,800
5549319 MISCELLANEOUS	70	156	0	0	0	0	0	0
5549321 AUTO INSURANCE	2,386	463	1,489	1,582	1,291	1,722	1,356	1,356
5549322 LIABILITY INSURANCE/BONDS	2,660	3,540	4,961	4,368	4,367	5,823	4,585	4,585
5549339 VEHICLE/EQUIP. MAINTENANCE	9,090	11,756	8,742	5,348	3,832	5,110	5,500	5,500
TOTAL OTHER SERVICES & CHARGES	31,488	34,727	33,611	30,184	22,618	30,157	30,741	30,741
CAPITAL OUTLAY								
5549480 CONTINGENCY	0	0	0	4,324	0	0	5,000	5,000
TOTAL CAPITAL OUTLAY	0	0	0	4,324	0	0	5,000	5,000
TRANSFERS								
TOTAL								
TOTAL 549-NUTRITION	293,907	280,919	256,028	254,096	184,584	245,424	267,204	267,204
TOTAL EXPENDITURES	293,907	280,919	256,028	254,096	184,584	245,424	267,204	267,204
REVENUE OVER/(UNDER) EXPENDITURES	(9,518)	3,397	40,923	0	(157)	473	0	0

*** END OF REPORT ***

09 -LANDFILL RES./SUB-TITLE D

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-418 PENALTIES	8,096	8,014	8,826	9,058	6,197	8,263	9,058	9,058
4-0-431 SUB-TITLE "D"	348,430	347,732	353,637	338,000	281,566	375,412	373,250	373,250
4-0-601 INVESTMENT INCOME	3,443	4,821	5,558	4,733	4,751	6,334	5,700	5,700
TOTAL REVENUES	359,969	361,367	368,021	351,791	292,514	390,009	388,008	388,008

09 -LANDFILL RES./SUB-TITLE D

864-LANDFILL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
OTHER SERVICES & CHARGES								
5864327 SUB TITLE D EXPENSE	28,440	65,024	49,190	80,000	20,540	27,386	80,000	80,000
5864345 BAD DEBT EXPENSE	4,125	1,737	3,187	3,131	3,088	4,117	4,125	4,125
5864365 ALFA ESCROW LIABILITY PAYMENTS	0	0	20,192	22,716	12,575	16,766	16,000	16,000
TOTAL OTHER SERVICES & CHARGES	32,565	66,761	72,570	105,847	36,202	48,268	100,125	100,125
CAPITAL OUTLAY								
5864410 LAND IMPROVEMENTS	4,800	10,833	5,616	120,000	0	0	120,000	120,000
TOTAL CAPITAL OUTLAY	4,800	10,833	5,616	120,000	0	0	120,000	120,000
TRANSFERS								
5864602 TRANSFER TO MPWA	13,124	17,102	0	0	0	0	0	0
TOTAL TRANSFERS	13,124	17,102	0	0	0	0	0	0
TOTAL 864-LANDFILL	50,489	94,696	78,186	225,847	36,202	48,268	220,125	220,125
TOTAL EXPENDITURES	50,489	94,696	78,186	225,847	36,202	48,268	220,125	220,125
REVENUE OVER/(UNDER) EXPENDITURES	309,480	266,671	289,835	125,944	256,312	341,741	167,883	167,883

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

11 -EMPLOYEE RETIREMENT

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-310 CITY CONTRIBUTION	920,142	909,890	0	821,461	0	0	821,461	821,461
4-0-600 GAINS,LOSS, APPRECIATION	(910,172)	339,346	2,177,524	2,211,094	0	0	2,211,094	2,211,094
4-0-601 INVESTMENT INCOME	0	251,223	266,940	540,894	0	0	540,894	540,894
4-0-603 CITY CONTRIBUTIONS	0	0	580,226	0	0	0	0	0
4-0-625 REIMBURSEMENT SOL. SMITHBARNEY	672,204	955,240	69,789	601,261	741,266	988,330	601,261	601,261
4-0-626 REIMBURSEMENTS	0	0	1,561	0	481	642	0	0
TOTAL REVENUES	682,175	2,455,699	3,096,040	4,174,710	741,747	988,971	4,174,710	4,174,710

11 -EMPLOYEE RETIREMENT

220-CITY TREASURER

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5220102 RETIREES	716,338	886,803	992,995	705,505	741,266	988,330	705,505	705,505
TOTAL PERSONAL SERVICES	716,338	886,803	992,995	705,505	741,266	988,330	705,505	705,505
OTHER SERVICES & CHARGES								
5220302 CONSULTANTS	20,193	75,419	54,714	38,020	15,448	20,597	38,020	38,020
5220336 FEES	0	0	94,246	235,174	0	0	235,174	235,174
TOTAL OTHER SERVICES & CHARGES	20,193	75,419	148,960	273,194	15,448	20,597	273,194	273,194
PAYMENTS								
TOTAL								
TOTAL 220-CITY TREASURER	736,530	962,222	1,141,955	978,699	756,714	1,008,927	978,699	978,699
TOTAL EXPENDITURES	736,530	962,222	1,141,955	978,699	756,714	1,008,927	978,699	978,699
REVENUE OVER/(UNDER) EXPENDITURES	(54,356)	1,493,476	1,954,085	3,196,011	(14,967)	(19,955)	3,196,011	3,196,011

*** END OF REPORT ***

13 -JUVENILE FINE/RESERVE

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-501 FINES	22,000	25,502	22,671	30,000	17,994	23,991	30,051	30,051
TOTAL REVENUES	22,000	25,502	22,671	30,000	17,994	23,991	30,051	30,051

13 -JUVENILE FINE/RESERVE

214-LEGAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5214102 PART-TIME PAYROLL	21,648	21,032	21,032	22,000	15,370	20,493	22,100	22,100
5214108 F.I.C.A.	1,342	1,304	1,304	1,364	953	1,270	1,370	1,370
5214109 UNEMPLOYMENT	0	0	0	187	0	0	170	170
5214111 MEDICARE	314	305	305	319	223	297	320	320
TOTAL PERSONAL SERVICES	23,304	22,641	22,641	23,870	16,545	22,060	23,960	23,960
TOTAL 214-LEGAL	23,304	22,641	22,641	23,870	16,545	22,060	23,960	23,960

13 -JUVENILE FINE/RESERVE

323-NARCOTICS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5323103 OVER TIME PAYROLL	3,908	5,335	2,698	5,500	2,110	2,813	5,500	5,500
5323108 FICA	242	0	0	341	0	0	341	341
5323109 UNEMPLOYMENT	0	0	0	187	0	0	170	170
5323111 MEDICARE	57	0	0	80	0	0	80	80
TOTAL PERSONAL SERVICES	4,207	5,335	2,698	6,108	2,110	2,813	6,091	6,091
TRANSFERS								
TOTAL								
TOTAL 323-NARCOTICS	4,207	5,335	2,698	6,108	2,110	2,813	6,091	6,091
TOTAL EXPENDITURES	27,511	27,976	25,339	29,978	18,655	24,873	30,051	30,051
REVENUE OVER/(UNDER) EXPENDITURES	(5,511)	(2,474)	(2,669)	22	(661)	(882)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

14 -POLICE GRANT FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-330 GRANT REVENUE	12,955	6,455	0	0	0	0	0	0
4-0-440 GRANT REVENUE-DOJ DRUG ENFORCE	0	20,000	0	0	0	0	0	0
4-0-720 TRANSFERS/GENERAL	7,640	0	0	0	0	0	0	0
TOTAL REVENUES	20,595	26,455	0	0	0	0	0	0

14 -POLICE GRANT FUND

321-PATROL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5321440 DOJ DRUG ENFORCEMENT EXPENSE	0	0	16,816	0	0	0	0	0
5321451 POLICE EQUIPMENT	23,500	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	23,500	0	16,816	0	0	0	0	0
TOTAL 321-PATROL	23,500	0	16,816	0	0	0	0	0
TOTAL EXPENDITURES	23,500	0	16,816	0	0	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES	(2,905)	26,455	(16,816)	0	0	0	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

16 -STATE FORFEITURE FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-500 FORFEITURES	0	900	192	0	3,705	0	0	0
4-0-601 INVESTMENT INCOME	269	218	107	0	65	270	0	0
TOTAL REVENUES	269	1,118	299	0	3,770	270	0	0

16 -STATE FORFEITURE FUND

323-NARCOTICS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
MATERIALS & SUPPLIES								
TOTAL								
OTHER SERVICES & CHARGES								
TOTAL								
CAPITAL OUTLAY								
5323401 CAPITAL OUTLAY	15,868	0	0	0	0	17,310	0	0
TOTAL CAPITAL OUTLAY	15,868	0	0	0	0	17,310	0	0
DEBT SERVICE								
TOTAL								
TOTAL 323-NARCOTICS	15,868	0	0	0	0	17,310	0	0
TOTAL EXPENDITURES	15,868	0	0	0	0	17,310	0	0
REVENUE OVER/(UNDER) EXPENDITURES	(15,599)	1,118	299	0	3,770	(17,040)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

19 -FIRE IMPROVEMENT GRNT

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-330 GRANTS REVENUE	0	71,250	0	0	0	0	0	0
4-0-720 TRANSFERS/GENERAL	3,750	0	0	0	0	0	0	0
TOTAL REVENUES	3,750	71,250	0	0	0	0	0	0

19 -FIRE IMPROVEMENT GRNT

431-FIRE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5431401 CAPITAL OUTLAY/FIRE EQUIP	0	74,740	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	74,740	0	0	0	0	0	0
TOTAL 431-FIRE	0	74,740	0	0	0	0	0	0
TOTAL EXPENDITURES	0	74,740	0	0	0	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES	3,750	(3,490)	0	0	0	0	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

20 -CEMETERY CARE FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-402 CEMETERY OPENINGS	4,256	4,119	4,003	4,000	3,213	4,284	4,050	4,050
4-0-601 INVESTMENT INCOME	268	221	198	1,000	21	27	1,000	1,000
4-0-608 CEMETERY LOTS	1,662	3,159	1,897	2,000	937	1,250	2,000	2,000
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	27,032	0	0	0	0
TOTAL REVENUES	6,187	7,499	6,098	34,032	4,171	5,561	7,050	7,050

20 -CEMETERY CARE FUND

211-FINANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
MATERIALS & SUPPLIES								
TOTAL								
OTHER SERVICES & CHARGES								
5211316 REPAIR AND MAINTENANCE	2,942	0	2,883	4,032	0	0	4,032	4,032
TOTAL OTHER SERVICES & CHARGES	2,942	0	2,883	4,032	0	0	4,032	4,032
CAPITAL OUTLAY								
5211401 CAPITAL OUTLAY	0	0	45,283	30,000	0	0	30,000	30,000
TOTAL CAPITAL OUTLAY	0	0	45,283	30,000	0	0	30,000	30,000
TOTAL 211-FINANCE	2,942	0	48,166	34,032	0	0	34,032	34,032
TOTAL EXPENDITURES	2,942	0	48,166	34,032	0	0	34,032	34,032
REVENUE OVER/(UNDER) EXPENDITURES	3,245	7,499	(42,068)	0	4,171	5,561	(26,982)	(26,982)

*** END OF REPORT ***

21 -BOND TRUSTEE FUND

REVENUES		2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-601	INVESTMENT INCOME	221	263	1,179	0	1,270	1,693	0	0
4-0-650	BOND PROCEEDS	0	35,010,000	4,910,000	0	0	0	0	0
4-0-700	TRANSFER IN - 1999A	2,252,865	4,397,111	0	0	0	0	0	0
4-0-702	TRANSFER IN - 2002	1,115,243	1,124,397	1,132,660	1,132,371	848,089	1,130,757	1,155,180	1,155,180
4-0-703	TRANSFER IN - 2003A	603,590	647,131	645,801	650,800	488,218	650,941	641,000	641,000
4-0-704	TRANSFER IN - 2003B	248,154	0	0	0	0	0	0	0
4-0-705	TRANSFER IN - 2004	133,774	0	0	0	0	0	0	0
4-0-706	TRANSFER IN - 2011	517,643	891,848	893,080	906,331	669,971	893,272	895,411	895,411
4-0-707	TRANSFER IN - 2012	0	1,131,710	2,277,259	2,316,397	1,727,713	2,303,560	2,324,285	2,324,285
4-0-708	TRANSFER IN - 2013	0	0	607,355	673,904	498,301	664,385	653,731	653,731
4-0-709	TRANSFER IN - 2014	0	0	0	0	366,193	488,245	350,000	350,000
TOTAL REVENUES		4,871,491	43,202,460	10,468,133	5,679,803	4,599,755	6,132,854	6,019,607	6,019,607

4-0-706 TRANSFER IN - 2011

PERMANENT NOTES:

2011 BOND REFINANCING OF THE 2003B AND 2004 BONDS

4-0-707 TRANSFER IN - 2012

PERMANENT NOTES:

2012 BOND REFINANCING OF THE 1999A AND 1999B BONDS

4-0-708 TRANSFER IN - 2013

PERMANENT NOTES:

2013 Bond for Streets

21 -BOND TRUSTEE FUND

211-FINANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5211400 2013 CAPITAL OUTLAY- STREETS	0	0	524,844	0	2,284,014	3,045,275	0	0
TOTAL CAPITAL OUTLAY	0	0	524,844	0	2,284,014	3,045,275	0	0
DEBT SERVICE								
5211500 1999A INTEREST EXPENSE	(0)	427,113	0	0	0	0	0	0
5211504 2002 INTEREST EXPENSE	(1)	679,780	660,860	635,180	635,180	846,885	635,180	635,180
5211505 2002 PRINCIPAL EXPENSE	0	440,000	470,000	495,000	495,000	659,984	520,000	520,000
5211506 2003A INTEREST EXPENSE	0	207,225	186,438	160,613	163,238	217,645	141,000	141,000
5211507 2003A PRINCIPAL EXPENSE	0	430,000	450,000	470,000	470,000	626,651	500,000	500,000
5211508 2003B INTEREST EXPENSE	(0)	0	0	0	0	0	0	0
5211510 2004 INTEREST EXPENSE	(0)	0	0	0	0	0	0	0
5211512 2011 INTEREST EXPENSE	(0)	140,051	119,569	97,092	98,048	130,728	75,411	75,411
5211513 2011 PRINCIPAL EXPENSE	0	755,000	775,000	795,000	795,000	1,059,974	820,000	820,000
5211515 BOND ISSUE COSTS	0	676,508	83,603	0	0	0	0	0
5211516 2012 INTEREST EXPENSE	0	92,651	981,075	927,105	930,105	1,240,109	874,285	874,285
5211517 2012 PRINCIPAL EXPENSE	0	85,000	1,295,000	1,370,000	1,370,000	1,826,621	1,450,000	1,450,000
5211518 2013 INTEREST EXPENSE	0	0	197,392	306,533	306,536	408,704	293,731	293,731
5211519 2013 PRINCIPAL EXPENSE	0	0	180,000	360,000	360,000	479,988	360,000	360,000
5211520 2014 INTEREST EXPENSE	0	0	0	0	117,029	156,035	160,000	160,000
5211521 2014 PRINCIPAL EXPENSE	0	0	0	0	190,000	253,327	190,000	190,000
TOTAL DEBT SERVICE	(1)	3,933,328	5,398,937	5,616,523	5,930,136	7,906,651	6,019,607	6,019,607
TRANSFERS								
5211602 TRANSFER OUT - MPWA	6,106,116	0	0	0	0	0	0	0
5211624 TRANSFER OUT - CAPITAL OUTLAY	483,325	144,986	0	0	0	0	0	0
5211625 TRANSFER TO ESCROW	0	27,887,438	0	0	0	0	0	0
TOTAL TRANSFERS	6,589,441	28,032,324	0	0	0	0	0	0
TOTAL 211-FINANCE	6,589,440	31,965,652	5,923,781	5,616,523	8,214,150	10,951,926	6,019,607	6,019,607
TOTAL EXPENDITURES	6,589,440	31,965,652	5,923,781	5,616,523	8,214,150	10,951,926	6,019,607	6,019,607
REVENUE OVER/(UNDER) EXPENDITURES	(1,717,949)	11,236,808	4,544,352	63,280	(3,614,395)	(4,819,072)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

24 -AIRPORT GRANT

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-330 GRANT REVENUE	274,032	49,777	0	2,188,346	1,011,070	1,348,060	0	0
4-0-720 TRANSFERS/GENERAL	0	0	0	40,525	0	0	0	0
4-0-741 TRANSFER FROM CIP	50,000	0	0	0	0	0	0	0
TOTAL REVENUES	324,032	49,777	0	2,228,871	1,011,070	1,348,060	0	0

24 -AIRPORT GRANT

876-AIRPORT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5876401 CAPITAL OUTLAY	(0)	0	311	1,823,620	1,327,101	1,769,424	0	0
5876405 AIRPORT DRAINAGE PROJECT	0	0	0	405,251	0	0	0	0
TOTAL CAPITAL OUTLAY	(0)	0	311	2,228,871	1,327,101	1,769,424	0	0
PAYMENTS								
5876703 TRANSFER TO MAA - FUND 03	291,172	10,924	0	0	0	0	0	0
TOTAL PAYMENTS	291,172	10,924	0	0	0	0	0	0
TOTAL 876-AIRPORT	291,172	10,924	311	2,228,871	1,327,101	1,769,424	0	0
TOTAL EXPENDITURES	291,172	10,924	311	2,228,871	1,327,101	1,769,424	0	0
REVENUE OVER/(UNDER) EXPENDITURES	32,860	38,853	(311)	0	(316,031)	(421,364)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

25 -AIRPORT HANGARS

				(---------- 2014-2015	----------	----------)	(------- 2015-2016	--------)
	2011-2012	2012-2013	2013-2014	CURRENT	Y-T-D	PROJECTED	REQUESTED	APPROVED
REVENUES	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET

25 -AIRPORT HANGARS

211-FINANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
OTHER SERVICES & CHARGES								
TOTAL								
TOTAL								

25 -AIRPORT HANGARS

871-ENGINEERING

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
TOTAL								
TOTAL								

*** END OF REPORT ***

26 -EDUCATIONAL FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-106 SALES TAX	1,046,794	966,480	946,420	987,650	744,345	992,435	1,017,280	1,017,280
4-0-601 INVESTMENT INCOME	10,807	6,642	5,863	6,000	5,019	6,692	6,000	6,000
TOTAL REVENUES	1,057,600	973,121	952,284	993,650	749,364	999,127	1,023,280	1,023,280

26 -EDUCATIONAL FUND

211-FINANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
OTHER SERVICES & CHARGES								
5211305 OTHER SERVICES & CHARGES	0	0	0	0	0	0	29,508	29,508
TOTAL OTHER SERVICES & CHARGES	0	0	0	0	0	0	29,508	29,508
DEBT SERVICE								
5211520 AGENT FEES	0	0	0	1,500	0	0	1,500	1,500
TOTAL DEBT SERVICE	0	0	0	1,500	0	0	1,500	1,500
TRANSFERS								
5211621 TRANSFER - BOND SINKING FUNDS	603,590	645,631	645,801	650,800	488,218	650,941	641,000	641,000
5211626 TRANSFER - PUBLIC SCHOOLS	700,000	370,000	0	0	0	0	0	0
TOTAL TRANSFERS	1,303,590	1,015,631	645,801	650,800	488,218	650,941	641,000	641,000
5211621 TRANSFER - BOND SINKING FUPERMANENT NOTES: BOND PAYMENTS FOR 2003A EDUCATIONAL BOND								
TOTAL 211-FINANCE	1,303,590	1,015,631	645,801	652,300	488,218	650,941	672,008	672,008
TOTAL EXPENDITURES	1,303,590	1,015,631	645,801	652,300	488,218	650,941	672,008	672,008
REVENUE OVER/(UNDER) EXPENDITURES	(245,990)	(42,510)	306,483	341,350	261,146	348,186	351,272	351,272

*** END OF REPORT ***

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

27 -TOURISM FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-101 HOTEL/MOTEL TAX	549,087	472,140	448,448	481,500	432,495	576,645	631,200	631,200
4-0-600 MISCELLANEOUS	0	0	100	0	83	111	100	100
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	197,877	0	0	0	0
TOTAL REVENUES	549,087	472,140	448,548	679,377	432,578	576,756	631,300	631,300

27 -TOURISM FUND

655-TOURISM

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5655101 FULL-TIME PAYROLL	0	0	28,565	42,392	30,050	40,066	44,023	44,023
5655102 PART-TIME PAYROLL	0	0	0	15,080	1,605	2,140	15,080	15,080
5655104 LONGEVITY	0	0	0	0	0	0	300	300
5655107 GROUP INSURANCE	0	0	3,548	6,489	4,835	6,446	6,493	6,493
5655108 FICA	0	0	1,693	3,563	1,906	2,541	3,699	3,699
5655109 UNEMPLOYMENT	0	0	93	322	94	125	305	305
5655110 PENSION-DEFINED BENEFIT	0	0	5,074	5,693	4,177	5,569	5,513	5,513
5655111 MEDICARE	0	0	396	833	446	594	865	865
5655114 PENSION-DEFINED CONTRIBUTION	0	0	0	1,641	1,219	1,625	1,691	1,691
5655115 ADMINISTRATIVE	7,000	7,000	0	0	0	0	0	0
TOTAL PERSONAL SERVICES	7,000	7,000	39,368	76,013	44,332	59,107	77,969	77,969
MATERIALS & SUPPLIES								
5655202 OPERATING SUPPLIES	0	0	3,648	4,000	1,321	1,762	2,500	2,500
5655207 CLOTHING ALLOWANCE	0	0	0	0	0	0	250	250
5655212 FUEL EXPENSE	0	0	0	1,100	417	470	485	485
5655214 TOURISM EXPENSE	32,960	34,467	43,778	48,000	13,538	18,051	34,500	34,500
TOTAL MATERIALS & SUPPLIES	32,960	34,467	47,427	53,100	15,277	20,282	37,735	37,735
OTHER SERVICES & CHARGES								
5655315 TELEPHONE UTILITY	0	0	0	900	674	898	1,000	1,000
5655317 ADVERTISING	0	0	1,094	13,600	8,851	11,801	18,000	18,000
5655318 PRINTING	0	0	943	15,000	4,183	5,577	18,000	18,000
5655319 POSTAGE	0	0	1,500	2,000	0	0	500	500
5655328 INTERNET SERVICE	0	0	0	0	0	0	1,200	1,200
5655331 TRAVEL & TRAINING	0	0	638	5,000	709	945	3,500	3,500
5655340 OFFICE RENT	0	0	2,233	6,700	5,024	6,698	6,700	6,700
5655348 FESTIVAL/JULY 4TH	12,085	13,758	19,990	16,000	4,000	5,333	16,000	16,000
5655352 MISC PRIDE IN MCALESTER	27,600	30,000	27,000	27,000	20,250	26,999	30,000	30,000
5655353 MAIN STREET PROGRAM	12,600	14,000	12,600	13,700	10,274	13,699	15,000	15,000
5655354 SUNBELT CLASSIC TOURNAMENT	15,000	15,000	15,000	15,000	0	0	15,000	15,000
5655355 CHAMBER OF COMMERCE TOURISM GU	10,290	0	0	0	0	0	0	0
5655356 PITTSBURG REGIONAL EXPO AUTH	10,000	0	0	0	0	0	0	0
5655357 OLD TOWN FESTIVAL	0	0	8,000	8,000	8,000	10,666	12,800	12,800
5655358 WATER PARK CONSULTANTS	0	0	0	33,000	0	0	0	0
TOTAL OTHER SERVICES & CHARGES	87,575	72,758	88,997	155,900	61,965	82,618	137,700	137,700
CAPITAL OUTLAY								
5655401 CAPITAL OUTLAY	21,475	0	0	0	0	0	0	0
5655402 TOURISM - VEHICLE	0	0	0	20,000	17,420	23,226	0	0
5655480 CONTINGENCY	0	0	0	14,728	5,788	7,717	5,000	5,000
TOTAL CAPITAL OUTLAY	21,475	0	0	34,728	23,208	30,943	5,000	5,000

27 -TOURISM FUND

655-TOURISM

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
TRANSFERS								
5655628 TRANSFER TO S E EXPO FUND	396,045	308,347	215,541	359,636	213,477	284,629	369,124	369,124
TOTAL TRANSFERS	396,045	308,347	215,541	359,636	213,477	284,629	369,124	369,124
TOTAL 655-TOURISM	545,054	422,572	391,333	679,377	358,259	477,579	627,528	627,528
TOTAL EXPENDITURES	545,054	422,572	391,333	679,377	358,259	477,579	627,528	627,528
REVENUE OVER/(UNDER) EXPENDITURES	4,033	49,568	57,214	0	74,319	99,176	3,772	3,772

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

28 -SE EXPO CENTER

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-430 EXPO RENTAL	111,858	76,295	79,617	84,877	67,955	93,827	89,400	89,400
4-0-431 EXPO CONCESSION	61,289	52,298	47,963	59,273	44,748	56,441	60,100	60,100
4-0-433 CATERING	2,354	1,142	341	1,500	1,273	1,697	1,500	1,500
4-0-720 TRANSFER FROM GENERAL FUND	0	0	0	155,000	120,000	159,996	0	0
4-0-727 TRANSFER FROM TOURISM FUND	396,045	308,347	215,541	359,636	213,477	284,629	369,124	369,124
TOTAL REVENUES	571,545	438,082	343,461	660,286	447,453	596,589	520,124	520,124

28 -SE EXPO CENTER

654-S.E. EXPO

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5654101 FULL TIME PAYROLL	142,473	146,664	111,457	129,192	90,446	120,592	133,959	133,959
5654102 PART-TIME PAYROLL	13,843	12,922	15,080	13,500	12,602	16,802	13,500	13,500
5654103 OVER TIME PAYROLL	6,715	4,750	5,896	5,500	4,521	6,027	2,000	2,000
5654104 LONGEVITY (DEC-MAY & JUN-NOV)	1,230	1,350	1,500	1,680	960	1,280	2,220	2,220
5654105 SEVERANCE/UNUSED LEAVE	0	2,962	0	0	0	0	0	0
5654106 WORKER'S COMPENSATION	0	3,155	7,064	155,000	144,994	237,205	0	0
5654107 GROUP INSURANCE	29,667	28,276	20,903	25,714	18,345	24,459	25,724	25,724
5654108 FICA	10,643	10,136	7,883	9,199	6,612	8,816	9,505	9,505
5654109 UNEMPLOYMENT	989	1,148	869	2,155	499	665	2,087	2,087
5654110 PENSION-DEFINED BENEFIT	29,830	28,977	24,282	17,720	13,208	17,610	17,077	17,077
5654111 MEDICARE	2,489	2,371	1,844	2,151	1,546	2,062	2,223	2,223
5654114 PENSION-DEFINED CONTRIBUTION	0	0	0	5,204	4,428	5,903	5,330	5,330
TOTAL PERSONAL SERVICES	237,879	242,709	196,777	367,015	298,160	441,421	213,625	213,625
MATERIALS & SUPPLIES								
5654202 OPERATING SUPPLIES	4,225	1,847	126	2,155	1,142	1,523	2,500	2,500
5654203 REPAIR & MAINT SUPPLIES	19,374	15,335	17,244	16,846	9,949	13,265	17,000	17,000
5654207 CLOTHING ALLOWANCE	724	713	463	500	478	637	1,625	1,625
5654210 CONCESSION SUPPLIES	23,412	16,226	16,482	16,721	14,850	19,800	17,000	17,000
5654212 FUEL EXPENSE	2,637	2,082	1,654	2,300	1,164	1,421	1,450	1,450
5654224 CATERING	578	318	124	1,000	614	819	1,000	1,000
TOTAL MATERIALS & SUPPLIES	50,950	36,520	36,094	39,522	28,198	37,465	40,575	40,575
OTHER SERVICES & CHARGES								
5654308 CONTRACT SERVICES	2,053	3,217	1,665	3,046	581	775	3,500	3,500
5654313 ELECTRIC UTILITY	65,477	55,330	65,884	57,000	52,473	69,962	60,000	60,000
5654314 GAS UTILITY	7,475	32,492	26,224	66,000	57,076	44,765	32,000	32,000
5654315 TELEPHONE UTILITY	2,524	2,755	2,385	2,700	1,084	1,445	2,000	2,000
5654316 REPAIRS & MAINTENANCE	19,654	14,384	22,693	31,100	28,599	38,131	0	0
5654317 ADVERTISING & PRINTING	4,283	5,181	4,125	7,000	2,805	3,740	7,000	7,000
5654321 AUTO INSURANCE	963	987	184	300	386	515	406	406
5654322 LIABILITY INSURANCE/BONDS	23,891	18,611	25,075	26,700	30,168	40,223	24,478	24,478
5654328 INTERNET SERVICE	0	1,292	1,992	1,200	700	933	1,200	1,200
5654330 DUES & SUBSCRIPTIONS	495	445	550	500	0	0	500	500
5654331 TRAVEL & TRAINING	582	1,054	311	1,500	33	44	1,500	1,500
5654339 VEHICLE/EQUIP. MAINTENANCE	386	5,068	987	4,331	470	627	4,000	4,000
5654349 COUNCIL PARTNERSHIP	9,250	2,125	3,340	15,000	5,320	7,093	15,000	15,000
TOTAL OTHER SERVICES & CHARGES	137,034	142,941	156,016	216,377	179,696	208,254	151,584	151,584
CAPITAL OUTLAY								
5654401 CAPITAL OUTLAY	64,641	0	0	10,540	10,539	14,052	108,000	108,000
5654480 CONTINGENCY (CITY MGR)	0	0	0	26,832	0	0	6,340	6,340
TOTAL CAPITAL OUTLAY	64,641	0	0	37,372	10,539	14,052	114,340	114,340

5654401 CAPITAL OUTLAY CURRENT YEAR NOTES:

28 -SE EXPO CENTER

654-S.E. EXPO

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
	$70,000 NEW PROMOTIONAL SIGN							
	$38,000 CARPET UPSTAIRS							
DEBT SERVICE								
TOTAL								
TRANSFERS								
5654636 TRANSFERS TO OTHER FUNDS	(2,055)	(2,055)	0	0	0	0	0	0
TOTAL TRANSFERS	(2,055)	(2,055)	0	0	0	0	0	0
TOTAL 654-S.E. EXPO	488,449	420,115	388,887	660,286	516,593	701,192	520,124	520,124
TOTAL EXPENDITURES	488,449	420,115	388,887	660,286	516,593	701,192	520,124	520,124
REVENUE OVER/(UNDER) EXPENDITURES	83,096	17,967	(45,426)	0	(69,141)	(104,603)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

29 -E-911

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-108 911-TAX	463,785	464,262	436,121	429,141	317,526	423,357	432,200	432,200
4-0-110 E911 PB CO TAXES	186,624	198,918	195,290	179,950	132,978	177,300	180,900	180,900
4-0-300 GRANT REVENUE	0	61,559	0	0	0	0	0	0
4-0-601 INVESTMENT INCOME	8,474	6,833	6,332	7,000	4,659	6,211	0	0
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	149,767	0	0	126,700	126,700
TOTAL REVENUES	658,883	731,572	637,744	765,858	455,163	606,868	739,800	739,800

29 -E-911

324-COMMUNICATIONS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5324101 FULL TIME PAYROLL	213,337	284,537	260,608	341,452	227,431	303,234	375,288	375,288
5324103 OVERTIME PAYROLL	3,010	3,847	8,911	17,000	10,535	14,047	17,000	17,000
5324104 LONGEVITY (DEC-MAY & JUN-NOV)	1,240	2,615	3,375	3,825	1,980	2,640	4,350	4,350
5324105 SEVERANCE/UNUSED LV	7,594	3,599	4,567	4,032	340	453	4,032	4,032
5324107 GROUP INSURANCE	35,869	48,049	43,703	70,595	33,609	44,917	64,353	64,353
5324108 FICA	14,448	18,183	16,796	23,431	13,108	17,476	24,997	24,997
5324109 UNEMPLOYMENT	1,370	1,863	1,726	2,057	1,033	1,378	1,700	1,700
5324110 PENSION-DEFINED BENEFIT	42,687	55,541	48,402	47,634	25,683	34,243	47,369	47,369
5324111 MEDICARE	3,379	4,253	3,928	5,480	3,065	4,087	5,846	5,846
5324114 PENSION-DEFINED CONTRIBUTION	0	0	0	12,614	8,094	10,792	13,694	13,694
5324115 ADMINISTRATIVE	17,400	0	0	0	0	0	0	0
TOTAL PERSONAL SERVICES	340,333	422,486	392,016	528,120	324,958	433,267	558,629	558,629
MATERIALS & SUPPLIES								
5324202 OPERATING SUPPLIES	4,836	4,588	893	4,000	1,961	2,614	5,000	5,000
5324207 CLOTHING ALLOWANCE	1,451	1,100	527	2,750	984	1,312	2,500	2,500
5324212 FUEL EXPENSE	2,125	1,536	1,138	2,000	1,081	1,344	1,449	1,449
TOTAL MATERIALS & SUPPLIES	8,412	7,222	2,557	8,750	4,025	5,269	8,949	8,949
OTHER SERVICES & CHARGES								
5324308 CONTRACTED SERVICES	20,959	44,539	47,383	67,100	51,366	68,486	54,629	54,629
5324315 TELEPHONE UTILITY	32,881	58,413	50,635	59,499	40,697	57,314	66,500	66,500
5324316 REPAIRS-MAINTENANCE	1,364	643	2,217	5,900	2,903	3,870	2,800	2,800
5324321 AUTO INSURANCE	963	1,500	248	459	458	611	482	482
5324322 LIABILITY INSURANCE/BONDS	1,545	2,360	3,597	4,400	3,165	4,221	3,325	3,325
5324331 EMPLOYEE TRAVEL & TRAININ	5,477	1,785	3,964	4,500	474	632	4,500	4,500
5324339 VEHICLE/EQUIP. MAINTENANCE	0	1,500	0	1,086	0	0	1,086	1,086
TOTAL OTHER SERVICES & CHARGES	63,191	110,740	108,045	142,944	99,062	135,133	133,322	133,322
CAPITAL OUTLAY								
5324401 CAPITAL OUTLAY	29,854	28,840	28,840	30,713	21,630	25,635	38,900	38,900
5324402 TECHNOLOGY UPGRADES	0	123,118	0	55,331	0	0	0	0
TOTAL CAPITAL OUTLAY	29,854	151,958	28,840	86,044	21,630	25,635	38,900	38,900
DEBT SERVICE								
TOTAL								
TRANSFERS								
TOTAL								
TOTAL 324-COMMUNICATIONS	441,790	692,406	531,458	765,858	449,676	599,304	739,800	739,800
TOTAL EXPENDITURES	441,790	692,406	531,458	765,858	449,676	599,304	739,800	739,800
REVENUE OVER/(UNDER) EXPENDITURES	217,093	39,166	106,286	0	5,487	7,564	0	0

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

30 -ECONOMIC DEVELOPMENT

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-106 SALES TAX	1,046,794	966,480	982,134	987,650	744,345	992,435	1,017,280	1,017,280
4-0-333 GRANT REVENUE	0	273,000	265,000	426,171	221,000	294,659	0	0
4-0-601 INVESTMENT INCOME	11,344	7,912	8,484	13,000	9,261	12,348	13,000	13,000
4-0-620 LAND PROCEEDS	0	0	1,350,000	0	0	0	0	0
4-0-626 REIMBURSEMENT FROM MCA. FOUND.	0	174,000	0	0	0	0	0	0
4-0-627 REIMBURSE FOR CAPITAL PROJECTS	0	11,250	0	0	0	0	0	0
4-0-628 TRANSFER IN	0	144,886	0	0	0	0	0	0
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	580,709	0	0	313,847	313,847
TOTAL REVENUES	1,058,138	1,577,527	2,605,618	2,007,530	974,607	1,299,443	1,344,127	1,344,127

30 -ECONOMIC DEVELOPMENT

211-FINANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
TOTAL								
OTHER SERVICES & CHARGES								
5211352 MISC PRIDE IN MCALESTER	27,600	30,000	27,000	28,100	20,250	26,999	30,000	30,000
5211353 MAIN STREET PROGRAM	12,600	14,000	12,600	12,600	10,274	13,699	15,000	15,000
5211360 ECONOMIC DEVELOP. SERVICES	194,215	218,920	0	0	0	0	0	0
5211361 LOBBYING SERVICES	22,000	24,000	24,000	24,000	18,000	23,999	24,000	24,000
5211362 ECONOMIC DEVELOPMENT PROJECTS	0	14,001	22,278	0	0	0	0	0
TOTAL OTHER SERVICES & CHARGES	256,415	300,921	85,878	64,700	48,524	64,697	69,000	69,000
CAPITAL OUTLAY								
5211403 ECONOMIC DEVELOPMENT PROJECTS	0	2,400	0	0	0	0	0	0
5211405 8 INCH WATER MAIN-TAYLOR IND	10,352	167,014	0	0	0	0	0	0
5211407 14 ST/69 HWY SWR EXTENSION	0	433,884	0	0	0	0	0	0
5211408 ECON DEV-C130 AIRCRAFT PROJECT	0	11,360	131,615	0	0	0	0	0
TOTAL CAPITAL OUTLAY	10,352	614,657	131,615	0	0	0	0	0
DEBT SERVICE								
5211510 CDBG / EDIF DURALINE LOAN PMT	0	3,390	3,390	3,390	2,543	3,390	3,390	3,390
5211520 AGENT FEES	0	0	0	0	0	0	13,845	13,845
TOTAL DEBT SERVICE	0	3,390	3,390	3,390	2,543	3,390	17,235	17,235
TRANSFERS								
5211621 BOND PAYMENTS 2011	899,571	891,848	893,880	906,331	669,971	893,272	895,411	895,411
5211626 TRANSFER/MPWA	3,390	0	0	0	0	0	0	0
TOTAL TRANSFERS	902,961	891,848	893,880	906,331	669,971	893,272	895,411	895,411
TOTAL 211-FINANCE	1,169,727	1,810,816	1,114,762	974,421	721,038	961,360	981,646	981,646

5211621 BOND PAYMENTS 2011

PERMANENT NOTES:
BOND PAYMENTS FOR 2003B AND 2004 ECONOMIC DEVELOPMENT BONDS
REFINANCING OF 2003B AND 2004 ECONOMIC DEVELOPMENT BONDS
OCCURRED IN 2011.

30 -ECONOMIC DEVELOPMENT

652-PLANNING & COMM DEV

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5652101 FULL-TIME PAYROLL	0	0	53,455	102,688	64,222	85,627	115,043	115,043
5652107 GROUP INSURANCE	0	0	4,074	12,897	7,322	9,763	12,927	12,927
5652108 FICA	0	0	3,283	6,367	3,926	5,234	7,133	7,133
5652109 UNEMPLOYMENT	0	0	143	374	92	123	340	340
5652110 PENSION	0	0	1,864	12,690	0	0	14,312	14,312
5652111 MEDICARE	0	0	768	1,047	918	1,224	1,173	1,173
5652114 PENSION-DEFINED CONTRIBUTION	0	0	0	3,276	3,220	4,293	3,578	3,578
TOTAL PERSONAL SERVICES	0	0	63,586	139,339	79,700	106,264	154,506	154,506
MATERIALS & SUPPLIES								
5652202 OPERATING SUPPLIES	0	0	1,176	4,000	1,000	1,333	4,000	4,000
5652207 CLOTHING ALLOWANCE	0	0	0	0	0	0	375	375
5652212 FUEL EXPENSE	0	0	0	3,699	562	685	3,700	3,700
TOTAL MATERIALS & SUPPLIES	0	0	1,176	7,699	1,562	2,018	8,075	8,075
OTHER SERVICES & CHARGES								
5652302 CONSULTANTS	46,159	5,075	34,182	125,000	22,970	30,626	120,000	120,000
5652317 ADVERTISING & PRINTING	0	7,874	279	17,000	300	400	17,000	17,000
5652320 ECON DEV WEBSITE	0	0	16,345	2,300	0	0	2,300	2,300
5652330 DUES & SUBSCRIPTIONS	0	0	2,176	8,500	3,538	4,717	8,500	8,500
5652331 EMPLOYEE TRAVEL & TRAINING	0	0	9,073	17,500	10,031	13,374	22,500	22,500
5652339 VEHICLE/EQUIP. MAINTENANCE	0	0	0	5,000	0	0	5,000	5,000
5652340 MCAPP STRATEGIC PLAN PROJECT	0	0	0	260,000	0	0	0	0
5652341 2014 OSMPC GRANT-DEFENSE DEV	0	0	0	216,666	0	0	0	0
5652342 2015 OSMPC AWARD	0	0	0	204,505	0	0	0	0
5652350 BUSINESS DEVELOPMENT EXPENSE	48,200	4,200	3,146	24,600	10,422	13,896	24,600	24,600
TOTAL OTHER SERVICES & CHARGES	94,359	17,149	65,202	881,071	47,261	63,013	199,900	199,900
CAPITAL OUTLAY								
5652401 CAPITAL OUTLAY	511,080	50,131	0	0	0	0	0	0
5652402 ECONOMIC DEV GRANT PROJECT	0	0	26,400	0	0	0	0	0
5652403 AEP/PSO GRANT EXPENSE	0	0	0	5,000	5,000	6,667	0	0
TOTAL CAPITAL OUTLAY	511,080	50,131	26,400	5,000	5,000	6,667	0	0
DEBT SERVICE								
TOTAL								
TRANSFERS								
TOTAL								
TOTAL 652-PLANNING & COMM DEV	605,439	67,280	156,364	1,033,109	133,523	177,962	362,481	362,481
TOTAL EXPENDITURES	1,775,166	1,876,096	1,271,126	2,007,530	854,561	1,139,322	1,344,127	1,344,127
REVENUE OVER/(UNDER) EXPENDITURES	(717,028)	(300,569)	1,334,492	0	120,045	160,122	0	0

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

32 -GRANTS & CONTRIBUTIONS

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-601 INVESTMENT INCOME	47	4	1	0	3	47	0	0
4-0-602 DONATIONS-CEMETERY	450	350	0	0	0	491	0	0
4-0-603 DONATIONS-PARKS (FOR TREES)	4,905	3,497	0	0	200	5,296	0	0
4-0-604 DONATIONS-PARKS (OTHER)	0	25,000	0	400	400	0	0	0
4-0-606 DONATIONS FOR JULY 4TH EVENT	10,000	0	10,000	0	10,000	0	0	0
4-0-607 DONATIONS-FIRE	0	0	1,000	0	0	0	0	0
4-0-610 DONATIONS FOR UTILITIES	245	269	143	742	51	256	0	0
4-0-612 DONATIONS- SWAT	0	8,200	0	0	0	0	0	0
4-0-613 DONATIONS- STREETSCAPE	0	4,500	0	0	0	0	0	0
4-0-614 DONATIONS-DOG PARK	0	15,271	9,658	4,792	4,186	0	0	0
4-0-615 NON-UNIFORM COUNCIL REVENUE	0	503	9,023	6,385	7,303	0	0	0
4-0-616 UNION PACIFIC TRAILS	0	15,000	0	0	0	0	0	0
4-0-617 CENTERPOINT FIRE GRANT	0	1,600	0	0	0	0	0	0
4-0-618 EMS GRANT	0	0	5,000	0	0	0	0	0
4-0-619 GRANTS - PARKS	0	0	8,000	0	0	0	0	0
4-0-620 DONATIONS-DISC GOLF COURSE	0	0	11,000	8,003	5,605	0	0	0
4-0-621 GRANT-FIREWISE PROGRAM	0	0	8,000	0	14,877	0	0	0
4-0-622 MOVIES IN THE PARK	0	0	1,200	0	0	0	0	0
4-0-624 ARCHERY PARK GRANT	0	0	0	57,500	57,500	0	0	0
4-0-720 TRANSFER FROM GENERAL FUND	32,500	6,801	0	0	0	35,454	0	0
TOTAL REVENUES	48,147	80,995	63,025	77,822	100,126	41,545	0	0

32 -GRANTS & CONTRIBUTIONS

215-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
MATERIALS & SUPPLIES								
5215203 EXPENSE FOR PARKS (TREES)	4,909	5,050	0	0	0	5,356	0	0
5215204 EXPENSE FOR PARKS (OTHER)	0	0	0	400	0	0	0	0
5215207 FIRE DONATION EXPENSE	500	0	0	0	1,600	545	0	0
5215210 UTILITY DONATION EXPENSE	137	117	0	742	84	150	0	0
5215212 SWAT DONATION EXPENSE	0	1,766	0	0	0	0	0	0
5215214 EXPENSES-DOG PARK	0	0	24,322	4,792	3,916	0	0	0
5215215 NON-UNIFORM COUNCIL EXPENSE	600	2,004	7,819	6,385	4,691	635	0	0
5215216 UNION PACIFIC TRAILS PROJECT	0	0	14,999	0	0	0	0	0
5215217 CENTERPOINT FIRE GRANT	0	0	1,600	0	0	0	0	0
5215218 EMS GRANT	0	0	2,892	0	0	0	0	0
5215219 GRANTS - PARKS	0	0	8,000	0	0	0	0	0
5215220 DISC GOLF COURSE EXPENSE	0	0	8,601	8,003	7,273	0	0	0
5215221 FIREWISE GRANT EXPENSE	0	0	22,877	0	0	0	0	0
5215222 MOVIES IN THE PARK	0	0	1,200	0	0	0	0	0
5215224 ARCHERY PARK GRANT EXPENSE	0	0	0	57,500	6,811	0	0	0
TOTAL MATERIALS & SUPPLIES	6,147	8,936	92,310	77,822	24,376	6,705	0	0
OTHER SERVICES & CHARGES								
5215306 EXPENSE FOR JULY 4TH EVENT	10,000	10,000	0	0	0	0	0	0
TOTAL OTHER SERVICES & CHARGES	10,000	10,000	0	0	0	0	0	0
CAPITAL OUTLAY								
5215405 CAPITAL OUTLAY ADA COMPLIANCE	36,639	6,801	0	0	0	39,970	0	0
TOTAL CAPITAL OUTLAY	36,639	6,801	0	0	0	39,970	0	0
TOTAL 215-INTERDEPARTMENTAL	52,786	25,737	92,310	77,822	24,376	46,675	0	0
TOTAL EXPENDITURES	52,786	25,737	92,310	77,822	24,376	46,675	0	0
REVENUE OVER/(UNDER) EXPENDITURES	(4,639)	55,257	(29,284)	0	75,750	(5,131)	0	0

*** END OF REPORT ***

33 -CDBG GRANTS FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-330 GRANT REVENUE	90,630	73,474	72,771	97,473	0	0	0	0
4-0-721 TRANSFER FROM MPWA	77,626	6,282	72,799	97,473	0	0	0	0
4-0-741 TRANSFER FROM CIP FUND	58,218	0	0	0	0	0	0	0
TOTAL REVENUES	226,474	80,156	145,570	194,946	0	0	0	0

33 -CDBG GRANTS FUND

871-ENGINEERING

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5871405 CAPITAL OUTLAY	226,807	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	226,807	0	0	0	0	0	0	0
DEBT SERVICE								
5871513 2010 CDBG PROJECT	13,699	150,540	0	0	0	0	0	0
5871515 2013 CDBG PROJECT	0	0	145,250	0	320	427	0	0
TOTAL DEBT SERVICE	13,699	150,540	145,250	0	320	427	0	0
TOTAL 871-ENGINEERING	240,505	150,540	145,250	0	320	427	0	0
TOTAL EXPENDITURES	240,505	150,540	145,250	0	320	427	0	0
REVENUE OVER/(UNDER) EXPENDITURES	(14,031)	(70,384)	321	194,946	(320)	(427)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

35 -FLEET MAINTENANCE

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-400 CHARGES FOR SERVICES (TFR IN)	740,452	607,965	608,559	675,038	479,859	639,796	606,604	606,604
4-0-625 REIMBURSEMENTS	420	45	4,263	0	2,248	2,997	0	0
TOTAL REVENUES	740,872	608,010	612,822	675,038	482,107	642,793	606,604	606,604

35 -FLEET MAINTENANCE

862-FLEET MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
PERSONAL SERVICES								
5862101 FULL-TIME PAYROLL	191,571	203,362	179,965	178,524	130,139	173,515	189,918	189,918
5862103 OVERTIME PAYROLL	6,049	1,650	2,352	2,400	2,316	3,088	2,800	2,800
5862104 LONGEVITY	3,865	3,480	2,580	2,415	1,380	1,840	2,940	2,940
5862105 SEVERANCE/UNUSED LEAVE	10,677	11,015	0	3,000	0	0	0	0
5862106 WORKER'S COMPENSATION	42,047	61,914	20,849	17,760	19,415	25,886	0	0
5862107 GROUP INSURANCE	32,542	33,972	30,574	32,199	24,117	32,156	32,222	32,222
5862108 FICA	13,342	13,199	11,159	11,606	8,298	11,063	12,208	12,208
5862109 UNEMPLOYMENT	1,409	1,463	983	935	495	659	850	850
5862110 PENSION-DEFINED BENEFIT	38,046	38,821	37,108	24,727	18,603	24,803	24,140	24,140
5862111 MEDICARE	3,120	3,087	2,610	2,714	1,941	2,588	2,855	2,855
5862114 PENSION-DEFINED CONTRIBUTION	0	0	0	8,063	6,250	8,333	8,385	8,385
TOTAL PERSONAL SERVICES	342,668	371,963	288,179	284,343	212,954	283,931	276,318	276,318
MATERIALS & SUPPLIES								
5862202 OPERATING SUPPLIES	1,570	1,060	0	4,000	75	100	1,500	1,500
5862203 REPAIRS & MAINTENANCE SUPPLIES	351,145	227,129	319,257	240,000	160,663	214,212	240,000	240,000
5862204 SMALL TOOLS	5,000	0	0	250	121	162	2,000	2,000
5862205 PETROLEUM PRODUCTS	32,402	8,164	0	7,000	2,811	3,747	0	0
5862207 CLOTHING ALLOWANCE	1,377	1,442	1,127	1,250	1,155	1,539	1,250	1,250
5862212 FUEL EXPENSE	6,033	4,375	3,589	5,000	2,244	2,635	3,386	3,386
TOTAL MATERIALS & SUPPLIES	397,526	242,169	323,973	257,500	167,069	222,396	248,136	248,136
OTHER SERVICES & CHARGES								
5862315 TELEPHONE UTILITY	666	677	670	732	494	658	750	750
5862316 REPAIRS & MAINTENANCE	0	0	0	30,000	21,406	28,541	30,000	30,000
5862317 EMERGENCY VEHICLES	0	0	0	100,000	73,656	98,205	50,000	50,000
5862331 TRAVEL & TRAINING	13	2	0	1,400	405	540	1,400	1,400
TOTAL OTHER SERVICES & CHARGES	679	679	670	132,132	95,960	127,944	82,150	82,150
CAPITAL OUTLAY								
5862480 CONTINGENCY	0	0	0	1,063	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	1,063	0	0	0	0
TOTAL 862-FLEET MAINTENANCE	740,873	614,812	612,822	675,038	475,983	634,271	606,604	606,604
TOTAL EXPENDITURES	740,873	614,812	612,822	675,038	475,983	634,271	606,604	606,604
REVENUE OVER/(UNDER) EXPENDITURES	(1)	(6,802)	0	0	6,124	8,523	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

36 -WORKER'S COMPENSATION

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-400 CHARGES FOR SERVICES (TFR IN)	473,059	361,838	645,017	641,000	501,192	712,123	360,000	360,000
4-0-625 REIMBURSEMENTS	2,503	1,154	6,392	0	5,542	7,389	0	0
TOTAL REVENUES	475,562	362,992	651,409	641,000	506,733	719,511	360,000	360,000

36 -WORKER'S COMPENSATION

215-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
OTHER SERVICES & CHARGES								
5215301 MEDICAL SERVICES	195,102	123,787	269,335	167,014	122,279	163,035	125,000	125,000
5215303 ADMINISTRATION FEES	27,809	31,445	36,592	14,000	19,520	26,026	17,200	17,200
5215305 SETTLEMENTS	134,280	98,410	216,613	335,500	282,677	376,893	105,000	105,000
5215307 W/C TAXES	399	8,375	12,929	24,000	22,155	29,539	25,000	25,000
5215309 INSURANCE	53,920	53,921	56,620	80,486	66,343	88,455	65,000	65,000
5215311 LEGAL EXPENSE	52,751	35,754	47,874	8,000	18,345	24,459	11,500	11,500
5215315 THIRD PARTY ADM FEES	11,300	11,300	11,300	12,000	8,475	11,300	11,300	11,300
TOTAL OTHER SERVICES & CHARGES	475,561	362,991	651,264	641,000	539,794	719,707	360,000	360,000
TOTAL 215-INTERDEPARTMENTAL	475,561	362,991	651,264	641,000	539,794	719,707	360,000	360,000
TOTAL EXPENDITURES	475,561	362,991	651,264	641,000	539,794	719,707	360,000	360,000
REVENUE OVER/(UNDER) EXPENDITURES	1	1	145	0	(33,060)	(195)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

38 -DEDICATED SALES TAX-MPWA

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-106 SALES TAX	4,187,172	3,865,918	3,928,539	3,950,599	2,977,381	3,969,742	4,144,248	4,144,248
4-0-601 INVESTMENT INCOME	30,110	17,228	5,384	20,000	2,067	2,756	500	500
4-0-702 TRANSFER IN - MPWA	0	0	0	0	0	0	353,448	353,448
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	167,073	0	0	0	0
TOTAL REVENUES	4,217,283	3,883,146	3,933,923	4,137,672	2,979,448	3,972,498	4,498,196	4,498,196

38 -DEDICATED SALES TAX-MPWA

215-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
TOTAL								
DEBT SERVICE								
5215520 AGENT FEES	3,000	3,000	6,500	15,000	7,000	9,333	15,000	15,000
TOTAL DEBT SERVICE	3,000	3,000	6,500	15,000	7,000	9,333	15,000	15,000
TRANSFERS								
5215621 TRANSFERS-BOND TRUSTEE FUND	3,368,108	6,700,266	4,077,736	4,122,672	3,374,834	4,499,666	4,483,196	4,483,196
TOTAL TRANSFERS	3,368,108	6,700,266	4,077,736	4,122,672	3,374,834	4,499,666	4,483,196	4,483,196
TOTAL 215-INTERDEPARTMENTAL	3,371,108	6,703,266	4,084,236	4,137,672	3,381,834	4,509,000	4,498,196	4,498,196
TOTAL EXPENDITURES	3,371,108	6,703,266	4,084,236	4,137,672	3,381,834	4,509,000	4,498,196	4,498,196
REVENUE OVER/(UNDER) EXPENDITURES	846,174	(2,820,120)	(150,313)	0	(402,387)	(536,502)	0	0

5215621 TRANSFERS-BOND TRUSTEE FUNCURRENT YEAR NOTES:

BANCFIRST PAYMENTS FOR THE BOND PAYMENTS.

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

40 -EMERGENCY FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-601 INVESTMENT INCOME	29,576	21,690	17,211	38,000	9,861	13,148	35,000	35,000
TOTAL REVENUES	29,576	21,690	17,211	38,000	9,861	13,148	35,000	35,000

40 -EMERGENCY FUND

267-INTERDEPARTMENTAL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
TRANSFERS								
TOTAL								
TOTAL								
REVENUE OVER/(UNDER) EXPENDITURES	29,576	21,690	17,211	38,000	9,861	13,148	35,000	35,000

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

41 -CIP FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-330 GRANT REVENUE	0	291,000	0	0	0	0	0	0
4-0-331 TRAIL GRANT REVENUE	0	0	0	0	10,962	14,616	0	0
4-0-417 SERVICE CHARGES	0	0	73,883	65,910	68,657	118,206	98,454	98,454
4-0-418 PENALTIES	0	0	159,296	172,500	106,938	142,580	144,000	144,000
4-0-601 INVESTMENT INCOME	1,598	1,119	763	0	0	0	0	0
4-0-602 AUCTIONS/SURPLUS	0	0	6,605	12,000	60,331	80,439	60,000	60,000
4-0-610 MISCELLANEOUS	0	0	0	0	132,000	175,996	0	0
4-0-720 TRANSFER FROM GENERAL	1,720,130	387,667	610,547	1,507,137	712,603	950,113	1,002,333	1,002,333
4-0-721 TRANSFER FROM MPWA	392,961	0	55,000	98,000	0	0	0	0
4-0-741 TRANSFER FROM CIP	0	0	0	119,020	0	0	0	0
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	1,271,477	0	0	0	0
TOTAL REVENUES	2,114,689	679,786	906,094	3,246,044	1,111,490	1,481,950	1,304,787	1,304,787

41 -CIP FUND

210-CITY MANAGER

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5210480 CONTINGENCY	14,198	0	68,796	70,000	27,056	36,074	75,000	75,000
TOTAL CAPITAL OUTLAY	14,198	0	68,796	70,000	27,056	36,074	75,000	75,000
TOTAL 210-CITY MANAGER	14,198	0	68,796	70,000	27,056	36,074	75,000	75,000

41 -CIP FUND

216-UTILITY BILL & COLL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5216402 UTILITY BILLING VEHICLES	0	0	0	20,000	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	20,000	0	0	0	0
TOTAL 216-UTILITY BILL & COLL	0	0	0	20,000	0	0	0	0

41 -CIP FUND

321-PATROL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5321401 CAPITAL OUTLAY	132,388	0	247,394	247,606	125,858	167,806	0	0
TOTAL CAPITAL OUTLAY	132,388	0	247,394	247,606	125,858	167,806	0	0
TOTAL 321-PATROL	132,388	0	247,394	247,606	125,858	167,806	0	0

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

41 -CIP FUND

431-FIRE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5431401 CAPITAL OUTLAY	130,698	0	0	35,000	0	0	0	0
5431402 CAPITAL OUTLAY	24,796	48,000	0	0	0	0	0	0
5431403 AMBULANCE	0	0	0	162,000	161,694	215,586	0	0
TOTAL CAPITAL OUTLAY	155,494	48,000	0	197,000	161,694	215,586	0	0
TOTAL 431-FIRE	155,494	48,000	0	197,000	161,694	215,586	0	0

41 -CIP FUND

542-PARKS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5542401 CAPITAL OUTLAY	56,066	51,972	169,167	124,100	37,667	50,221	0	0
TOTAL CAPITAL OUTLAY	56,066	51,972	169,167	124,100	37,667	50,221	0	0
TOTAL 542-PARKS	56,066	51,972	169,167	124,100	37,667	50,221	0	0

41 -CIP FUND

544-RECREATION

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5544401 CAPITAL OUTLAY	0	0	8,350	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	8,350	0	0	0	0	0
TOTAL 544-RECREATION	0	0	8,350	0	0	0	0	0

41 -CIP FUND

548-FACILITY MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5548401 CAPITAL IMPROVEMENTS	6,847	0	0	0	0	0	50,000	50,000
TOTAL CAPITAL OUTLAY	6,847	0	0	0	0	0	50,000	50,000
TOTAL 548-FACILITY MAINTENANCE	6,847	0	0	0	0	0	50,000	50,000

41 -CIP FUND

652-PLANNING & COMM DEV

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5652402 TRAILS GRANT PROJECT	0	0	6,941	236,798	31,772	42,361	0	0
TOTAL CAPITAL OUTLAY	0	0	6,941	236,798	31,772	42,361	0	0
TOTAL 652-PLANNING & COMM DEV	0	0	6,941	236,798	31,772	42,361	0	0

41 -CIP FUND

862-FLEET MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5862401 FLEET MAINTENANCE	0	0	0	57,200	0	0	66,983	66,983
TOTAL CAPITAL OUTLAY	0	0	0	57,200	0	0	66,983	66,983
DEBT SERVICE								
TOTAL								
TOTAL 862-FLEET MAINTENANCE	0	0	0	57,200	0	0	66,983	66,983

41 -CIP FUND

863-TRAFFIC CONTROL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5863401 CAPITAL OUTLAY TRAFFIC CONTROL	0	132,627	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	132,627	0	0	0	0	0	0
TOTAL 863-TRAFFIC CONTROL	0	132,627	0	0	0	0	0	0

41 -CIP FUND

865-STREETS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5865401 CAPITAL OUTLAY	0	34,365	43,890	91,000	0	0	0	0
5865403 CAPITAL PROJECTS	128,386	0	0	0	0	0	500,000	500,000
5865404 CAPITAL OUTLAY - EQUIPMENT	519,919	0	0	0	0	0	0	0
5865405 CAPITAL PROJECT	15,000	0	143,622	0	0	0	0	0
5865406 CIP#1 - 17TH STREET	0	0	0	119,020	19,112	25,482	0	0
5865407 9TH & ILLINOIS DRAINAGE PROJEC	0	0	0	300,000	5,532	7,376	0	0
TOTAL CAPITAL OUTLAY	663,305	34,365	187,513	510,020	24,644	32,857	500,000	500,000
DEBT SERVICE								
5865510 LEASE PAYMENTS	40,546	40,546	40,546	60,599	41,575	55,432	87,804	87,804
TOTAL DEBT SERVICE	40,546	40,546	40,546	60,599	41,575	55,432	87,804	87,804
TOTAL 865-STREETS	703,851	74,911	228,059	570,619	66,219	88,289	587,804	587,804

41 -CIP FUND

871-ENGINEERING

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5871402 STORM WATER PROJECT	0	0	0	67,000	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	67,000	0	0	0	0
TOTAL 871-ENGINEERING	0	0	0	67,000	0	0	0	0

41 -CIP FUND

973-WASTEWATER TREATMENT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
TOTAL								
TOTAL								

41 -CIP FUND

974-WATER TREATMENT

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5974401 CAPITAL OUTLAY	0	0	31,897	0	0	0	0	0
5974402 30 INCH PUMP HEADER REPLACEMEN	0	0	131,580	177,820	139,738	186,313	0	0
5974403 20 INCH WATER LINE RELOCATE	0	0	42,166	577,834	4,070	5,427	0	0
5974404 WTP FILTER	0	0	0	31,000	0	0	0	0
5974405 THM COMPLIANCE PROJECT	0	0	0	0	0	0	200,000	200,000
TOTAL CAPITAL OUTLAY	0	0	205,642	786,654	143,808	191,739	200,000	200,000
TOTAL 974-WATER TREATMENT	0	0	205,642	786,654	143,808	191,739	200,000	200,000

41 -CIP FUND

975-UTILITY MAINTENANCE

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5975401 WATER TOWER CAPITAL PROJECT	324,751	324,751	324,751	325,000	324,751	432,990	325,000	325,000
5975402 WATER TREATMENT PLANT IMPROVE.	398,094	36,547	0	0	0	0	0	0
5975404 CAPITAL OUTLAY	361,417	110,422	0	0	0	0	0	0
5975405 12 INCH WATER MAIN- TAYLOR IND	141,520	126,137	0	0	0	0	0	0
5975406 RESIDUAL HANDLING IMPROVEMENTS	55,950	21,849	9,501	0	0	0	0	0
5975407 LINE FLUSH EQUIPMENT	0	0	0	70,448	0	0	0	0
5975408 SOUTH MAIN-WATER MAIN PROJECT	0	0	34,882	473,619	462,506	616,659	0	0
TOTAL CAPITAL OUTLAY	1,281,731	619,706	369,134	869,067	787,257	1,049,650	325,000	325,000
TRANSFERS								
TOTAL								
TOTAL 975-UTILITY MAINTENANCE	1,281,731	619,706	369,134	869,067	787,257	1,049,650	325,000	325,000
TOTAL EXPENDITURES	2,350,576	927,216	1,303,483	3,246,044	1,381,330	1,841,727	1,304,787	1,304,787
REVENUE OVER/(UNDER) EXPENDITURES	(235,887)	(247,430)	(397,388)	0	(269,840)	(359,777)	0	0

*** END OF REPORT ***

CITY OF McALESTER

APPROVED BUDGET

AS OF: MARCH 31ST, 2015

42 -FEDERAL FORFEITURE FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-500 FORFEITURES	13,489	66,544	15,074	36,000	22,567	30,088	33,000	33,000
4-0-601 INVESTMENT INCOME	421	549	255	0	215	286	0	0
4-0-675 REIMBURSEMENTS	0	0	0	0	10,450	13,933	0	0
TOTAL REVENUES	13,910	67,093	15,329	36,000	33,231	44,307	33,000	33,000

42 -FEDERAL FORFEITURE FUND

323-NARCOTICS

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
MATERIALS & SUPPLIES								
TOTAL								
TOTAL								

42 -FEDERAL FORFEITURE FUND

321-PATROL

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5321401 CAPITAL OUTLAY	1,083	70,281	20,923	36,000	17,483	23,311	33,000	33,000
TOTAL CAPITAL OUTLAY	1,083	70,281	20,923	36,000	17,483	23,311	33,000	33,000
DEBT SERVICE								
TOTAL								
TOTAL 321-PATROL	1,083	70,281	20,923	36,000	17,483	23,311	33,000	33,000
TOTAL EXPENDITURES	1,083	70,281	20,923	36,000	17,483	23,311	33,000	33,000
REVENUE OVER/(UNDER) EXPENDITURES	12,827	(3,188)	(5,594)	0	15,748	20,997	0	0

*** END OF REPORT ***

44 -TECHNOLOGY FUND

REVENUES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
4-0-505 TECHNOLOGY FEE	0	15,341	175,144	145,000	141,690	188,915	187,900	187,900
4-0-999 APPROPRIATED FUND BALANCE	0	0	0	66,800	0	0	0	0
TOTAL REVENUES	0	15,341	175,144	211,800	141,690	188,915	187,900	187,900

4-0-505 TECHNOLOGY FEE

PERMANENT NOTES:

NEW $25 TECHNOLOGY FEE STARTED APRIL 2013.

44 -TECHNOLOGY FUND

225-INFORMATION SERVICES

EXPENDITURES	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 CURRENT BUDGET	2014-2015 Y-T-D ACTUAL	2014-2015 PROJECTED YEAR END	2015-2016 REQUESTED BUDGET	2015-2016 APPROVED BUDGET
CAPITAL OUTLAY								
5225401 TECHNOLOGY UPGRADES	0	0	3,200	158,471	121,628	162,167	142,500	142,500
5225402 SOFTWARE & TECHNOLOGY UPDATES	0	0	0	0	0	0	20,000	20,000
5225480 CONTINGENCY	0	0	0	33,329	0	0	25,000	25,000
TOTAL CAPITAL OUTLAY	0	0	3,200	191,800	121,628	162,167	187,500	187,500

5225401 TECHNOLOGY UPGRADES

CURRENT YEAR NOTES:

CAD SYSTEM SOFTWARE FOR POLICE $130,000

E-MAIL SERVER REPLACEMENT $12,500

TOTAL 225-INFORMATION SERVICES	0	0	3,200	191,800	121,628	162,167	187,500	187,500
TOTAL EXPENDITURES	0	0	3,200	191,800	121,628	162,167	187,500	187,500
REVENUE OVER/(UNDER) EXPENDITURES	0	15,341	171,944	20,000	20,062	26,748	400	400

*** END OF REPORT ***

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	7
Department:	City Manager		
Prepared By:	Peter Stasiak	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Discussion and possible action on the purchase of the FAA Building located at the McAlester Airport by Pittsburg County Economic Development Authority.

Recommendation

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

Discussion

Pittsburg County Emergency Management is in need of expanding its facilities and operations for Pittsburg County. PCEM has toured the FAA building and has determined it is the correct size for their operations. Pittsburg County Economic Development Authority will invest approximately $300,000 in addition to the purchase price to repair the roof, repair or replace heating and cooling equipment, update electrical and plumbing, and install flooring.

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

Board of County Commissioners, Pittsburg County

Gene Rogers	*Kevin Smith*	*Ross Selman*
District #1	*District #2*	*District #3*

May 26, 2015

City of McAlester
Attn: Pete Stasiak
P O Box 578
McAlester, OK 74502

RE: Purchase of Property located at 101 Airport Drive

Dear Mr. Stasiak,

The Board of County Commissioners, acting in their official capacity as the Pittsburg County Economic Development Authority, unanimously voted to make an offer to purchase the property located at 101 Airport Drive, described further as follows:

> A tract, piece or parcel of land in the SW/4, SW/4 of Section 24 and the NW/4 NW/4 of Section 25, Township 5 North, Range 14 East, Pittsburg County, State of Oklahoma, more particularly described as:
>
> > BEGINNING at a point 633.54 East and 143.28 feet north of the southwest corner of said Section24; thence N 40°11'44" E, a distance of 498.40 feet; thence S 46°51'55"E, a distance of 465.22 feet; thence S 27°28'18"W a distance of 279.01 feet; thence N 70°50'51" W, a distance of 563.65 feet to the point of BEGINNING, said tract containing 4.44 acres.

The Pittsburg County Economic Development Authority offers Three Hundred Thousand ($300,000.00) Dollars for the building as is. This offer will be good until June 12, 2015. This is an offer to purchase the building outright.

Should you have any questions regarding this offer, please feel free to contact our office at your convenience at 918-423-1338.

Sincerely,

Gene Rogers
Chairman, EDA

115 E. Carl Albert Parkway, Room 100, McAlester, OK 74501
Phone: 918-423-1338 FAX: 918-423-0722
Website: pittsburg.okcounties.org Email: pittsburgcounty@hotmail.com

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	8
Department:	Public Works - Engineering		
Prepared By:	John C. Modzelewski, PE	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	3

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Collins Waterworks, LLC for the construction of 2014 CDBG Water Improvements along Walker Avenue and Pine Street.

Recommendation

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

Discussion

This project includes the construction/replacement of small water lines in two locations; Walker Avenue and Pine Street. The new water lines will be six-inch lines with valves and fire hydrant assemblies. A mandatory Pre-Bid Conference, held on May 19, 2015, was attended by four construction companies. Three companies submitted Bid Documents that were received and opened on May 26, 2015. After reviewing the Bid Documents, the City of McAlester's design engineer, Mehlburger Brawley determined that and Collins Waterworks, LLC was the lowest, responsible, qualified bidder.

Approved By

		Initial	*Date*
Department Head		JCM	06/02/15
City Manager	P. Stasiak	PJS	

INFRASTRUCTURE
SOLUTIONS GROUP, LLC
Consulting Engineers

May 27, 2015

John Modzelewski, P.E., City Engineer
City of McAlester
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: 2014 CDBG Water Improvements, ISG Project # MC-14-04
Letter of Recommendation; Notice of Award

Dear Mr. Modzelewski:

A mandatory Pre-Bid Meeting was held at the job site on May 19, 2015 and four (4) contractors were present and eligible to submit a bid on the project. Bids were received on May 26, 2015 at the McAlester City Hall and three (3) contractors elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Collins Waterworks, LLC of Talihina, Oklahoma was the low bidder with a bid of $149,875.00.

We are very familiar with Collins Waterworks, LLC having successfully completed several of our water line projects in various communities over the past 15 years. We feel confident the contractor can successfully complete this project in accordance with the contract, plans and specifications.

We recommend that the City of McAlester award the contract to Collins Waterworks, LLC in the amount of **$149,875.00.** Enclosed please find two (2) copies of the Notice of Award. Please review and after Council Approval, execute both copies of the Notice of Award and return to our offices for further processing. We will obtain the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

We also are requesting that the Mayor/Chairman be authorized to sign the contracts after the City Attorney's review of the contract documents. Enclosed as reference is a copy of the undated contract which will be dated and executed after the following is completed:

- Contractor provides required Bonds and Insurance.
- Contractor signs Contract
- Attorney Review of Contract Documents including Bonds and Insurance

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Robert Vaughan, P.E.
Branch Manager

RV/mj
Enclosure

Project No. MC-14-04

NOTICE OF CONTRACT AWARD

A. Contractor Information:

TO: Collins Waterworks, LLC
3299 SE 239th Rd
Talihina, OK 74571
Phone #: (918) 522-4815

CDBG Contract No. 16083 CDBG 14
Project Description: 2014 CDBG Water Improvements
FEI #: 73-1447358

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated May 3, 2015, and May 10, 2015 and in the Information for Bidders, and opened on May 26, 2015 . You are hereby notified that your bid has been accepted for bid items in the amount of $149,875.00. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, _____.

Owner: City of McAlester / McAlester Public Works Authority

By: _____

Typed Name & Title: Steve Harrison, Mayor / Chairman

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of _____, 20____, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e.., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(http://epls.arnet.gov)

D. Contractor Information:

1. Type of Trade: _____ Construction _____ Education/Training _____Other (includes Admin. & Engineering)

2. Business Ownership: _____ Black or African Americans; _____ Asians, Hispanics, or Latinos; _____ American Indian or Alaskan Natives; _____ Native Hawaiian or Other Pacific Islanders; _____ Whites.

3. Minority/Women Owned Business: Yes _____ No _____

4. Section 3 Contractor: Yes _____ No _____

Notice of Award Instructions

Section A. Contractor Information: Enter the name, address and phone number of the construction contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number. If the contractor does not have an FEI Number, enter the Social Security Number.

Section B. Acceptance of Bid: Enter the date of the bid opening and the amount of the contractor's bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Owner". Obtain the signature of the Chief Executive Official (CEO) the of the CDBG grantee on the line beside "By". Type the Name and Title of the CDBG grantee and the CEO.

Section C. Contractor Eligibility: The construction contractor must complete this Section with the company's name and date of his/her receipt of the Award. The construction contractor must sign at the end of this Section certifying that the company is not on the Federal debarred list and is eligible to work on the project. Review of the contractor's eligibility on the worldwide web at http://epls.arnet.gov

Section D: Contractor Information:

1. Type of Trade: Check beside appropriate trade for contractor.

2. Business Ownership: Check beside the appropriate race/ethnicity of the contractor.

3. Check yes or no for minority/women-owned business. (A minority/women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).

4. Section 3 Contractor: Contracts of more than $100,000 require the construction contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

CONTRACT

This Contract, made and entered into by and between Collins Waterworks, LLC, as Party of the First Part, hereinafter designated as Contractor, and City of McAlester / McAlester Public Works Authority, as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the said Contractor is the lowest and best bidder for:

2014 CDBG Water Improvements

for the total bid price, as accepted, of: One Hundred Forty-Nine Thousand, Eight Hundred Seventy Five Dollars ($ 149,875.00).

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer, Infrastructure Solutions Group, LLC dba Mehlburger Brawley, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within sixty (60) consecutive calendar days thereafter.

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof approved by change order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each calendar day that expires after contract time until construction is complete.

Contractor and Owner agree that, in addition to liquidated damages, the Contractor shall pay the costs of Engineer's construction observation and construction engineering services for all necessary time expended during the period that Contractor is in liquidated damages at the Engineer's normal hourly rates.

It is expressly understood that the cost for Liquidated Damages and Engineer's services during the period that the Contractor is in liquidated damages will be withheld from each Contractor's monthly pay estimate.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment less liquidated damages and engineering fees if applicable, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

All documents contained herein as stated in the Table of Contents including the Notice to Bidders (Advertisement), Special Conditions, Instructions to Bidders, Contractor's Bid Proposal, Performance, Statutory and Two Year Maintenance Bonds, General Conditions of Agreement, Technical Specifications, Plans, and all modifications thereof incorporated into any of the documents before the execution of the Agreement are hereby referred to and by reference thereto made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, 20__.

SEAL

ATTEST:

By: _____

_____
Typed Name and Title

Collins Waterworks, LLC
Contractor

By: _____

Lucille Collins, Manager
Typed Name and Title

SEAL

ATTEST:

By: _____

_____
Typed Name and Title

City of McAlester /
McAlester Public Works Authority
Owner

By: _____

Steve Harrison, Mayor / Chairman
Typed Name and Title

CITY OF MCALESTER

2014 CDBG WATER IMPROVEMENTS

TUESDAY, MAY 26, 2015 @ 10:05 A.M.

BID TABULATION

BASE BID

ITEM	DESCRIPTION	QTY	UNIT	Collins Waterworks, LLC 3299 SE 239th Rd Talihina, OK 74571		McKee Excavating, Inc. 18469 S. Highway 99 Prague, OK 74864		W. Brown Enterprises, Inc. 7000 Meadow Lane Durant, OK 73030	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6-Inch PVC C-900 Water Main	2,097	LF	$25.00	$52,425.00	$46.00	$96,462.00	$68.00	$142,596.00
2	6-Inch Gate Valve	6	EA	$1,000.00	$6,000.00	$900.00	$5,400.00	$1,500.00	$9,000.00
3	Connect Proposed 6-Inch to Existing 6-Inch Water Main	1	EA	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00
4	6" X 6" Tapping Tee	3	EA	$3,500.00	$10,500.00	$2,500.00	$7,500.00	$2,000.00	$6,000.00
5	12" X 6" Tapping Tee	1	EA	$4,500.00	$4,500.00	$3,500.00	$3,500.00	$2,200.00	$2,200.00
6	New Fire Hydrant Assembly	5	EA	$4,000.00	$20,000.00	$3,500.00	$17,500.00	$4,500.00	$22,500.00
7	Water Service Reconnection (Short)	9	EA	$750.00	$6,750.00	$500.00	$4,500.00	$900.00	$8,100.00
8	Water Service Reconnection (Long)	4	EA	$1,800.00	$7,200.00	$750.00	$3,000.00	$1,500.00	$6,000.00
9	Air/Vac Release Valve	1	EA	$1,000.00	$1,000.00	$2,800.00	$2,800.00	$1,500.00	$1,500.00
10	Concrete Surface Repair	100	SY	$200.00	$20,000.00	$100.00	$10,000.00	$70.00	$7,000.00
11	Asphalt Surface Repair	80	SY	$200.00	$16,000.00	$80.00	$6,400.00	$70.00	$5,600.00
12	Sodding	400	SY	$7.50	$3,000.00	$5.00	$2,000.00	$18.00	$7,200.00
	TOTAL AMOUNT OF BASE BID				$149,875.00		$161,562.00		$219,196.00

ADDITIVE ALTERNATE BIDS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Add Alt No. 1	Remove Old Water Lines on Project #1 (Walker Ave)	1	LS	$50,000.00	$50,000.00	No Bid	No Bid	$70,000.00	$70,000.00
Add Alt No. 2	Remove Old Water Lines on Project #2 (Pine St.)	1	LS	$50,000.00	$50,000.00	No Bid	No Bid	$70,000.00	$70,000.00

Infrastructure Solutions Group, LLC
dba Melbourger Brawley,

Robert Vaughan, P.E.
Branch Manager
RV/ks MC-14-04

REGISTERED PROFESSIONAL ENGINEER
ROBERT D. VAUGHAN
21702
OKLAHOMA

* Denotes Mathematical Error

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	9
Department:	City Manager		
Prepared By:	Peter Stasiak, City Manager Millie Vance, Grant Writer	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, Adopting Citizen's Participation Plan for FY-2015 CDBG Project.

Recommendation

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

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

Community Development Block Grant
2015 Small Cities CDBG

CITY OF McALESTER CITIZEN PARTICIPATION PLAN

The **City of McAlester** intends to implement a citizen participation program for its 2015 application process to accomplish the following objectives:

Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where CDBG funds are proposed to be used.

This will be accomplished by:

1. Providing frequent and timely public notice of CDBG program activities in the local newspaper or by posting at the City Hall.

2. Adopting a comprehensive CDBG Statement of Needs.

3. Conducting a Public Hearing to inform citizens of the proposed 2015 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Board meeting.

Ensure that citizens will be given reasonable and timely access to local meetings, information and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.

2. The range of activities that may be undertaken with those funds.

3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.

4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the Community in accordance with Section 104(d)(1) and (2) of the Act.

5. The basis on which the **City of McAlester** may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the **City of McAlester** and does not necessarily include providing funding to such groups.

6. This requirement will be accomplished by discussing the CDBG proposal during regular Board meetings and in one public hearing prior to the submittal of the **City of McAlester's** 2015 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2015 CDBG process will be maintained in the City Hall of the **City of McAlester** by the Clerk and will be available upon request for review by the public. A brief summary of the proposed 2015 CDBG project will be available for public review after the Council has made its final selection.

   Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other at the end of the grant period if the **City of McAlester** receives funding that discusses the **City of McAlester's** accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped.

   This requirement will be met through scheduling a Public Hearing to discuss the **City of McAlester** 2015 CDBG proposal. At this hearing the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the local newspaper or by posting at 3 public places including the City Hall. The hearing will be held in the early evening so that citizens who work may attend. A second hearing will be held at the end of the grant period if the **City of McAlester** is funded in 2015 CDBG process.

   Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate.

   The **City of McAlester** does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

   Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the **City of McAlester's** funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the **City of McAlester's** 2015 CDBG application process is believed by the Community to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

Provide the place, telephone number and times when citizens are able to submit written complaints or grievances and the process the Community will use to provide a timely, written response to such complaints or grievances.

Citizens with comments or grievances on the 2015 CDBG process may submit them in writing or in person at the City Hall office of City Manager during regular business hours or may call **(918) 423-9300.** The City will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the **City of McAlester** City Council accepts the responsibility for implementing its provisions. The City Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2015 CDBG program.

Adopted this **9th** day of **June, 2015,** by the **City Council of the City of McAlester.**

_____

Steve Harrison, Mayor

ATTEST:

_____

Cora Middleton, City Clerk

(City Seal)

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	10
Department:	City Manager		
Prepared By:	Peter Stasiak, City Manager Millie Vance, Grant Writer	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, Adopting Resolution to Apply for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project.

Recommendation

Motion to approve adopting the resolution to Apply for the FY-2015 CDBG Small Cities Grant, Proposed Water Line Project.

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

ATTACHMENT D

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2015 SMALL CITIES PROGRAM

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of McAlester (Unit of Government) is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the (Governing Body) City Council that the City of McAlester (Government Subdivision) desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City Council (Governing Body) that the City of McAlester (Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of McAlester (Government Subdivision) is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 9th day of June, 2015, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Steve Harrison, Mayor — 6/9/2015
(Type) Name and Title of Chief Elected Official — Date

_____
Signature of Chief Elected Official — (S E A L)

Attest:
Subscribed and sworn to before me ____, 20____ My commission

expires _____, 20___. Commission No. _____

_____
Clerk Signature

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	11
Department:	City Manager		
Prepared By:	Peter Stasiak, City Manager Millie Vance, Grant Writer	**Account Code:**	
Date Prepared:	June 2, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, Adopting a Resolution to Leverage (Matching) funds for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project.

Recommendation

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

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

Resolution #_____

RESOLUTION ON LEVERAGED FUNDS

Whereas, the **City of McAlester** is applying for CDBG funds from the Oklahoma Department of Commerce (ODOC); and

Whereas, the **City of McAlester** hereby commits leveraged funds in the FY-2015 grant application to ODOC for the waterline replacements project;

Now therefore, the **City of McAlester** does designate the following source of leveraged funds:

SOURCE	AMOUNT
Cash - City of McAlester (For engineering, admin. & construction costs.)	$129,006.00
TOTAL	**$129,006.00**

This resolution adopted on this 9th day of June ,2015, by the City Council of the **City of McAlester.**

Steve Harrison, Mayor
Typed Name and Title

_____
Signature of Mayor

_____
Attest: Cora Middleton, Clerk

(Seal)

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	12
Department:	City Manager		
Prepared By:	Peter Stasiak, City Manager Millie Vance, Grant Writer	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, Adopting a Residential Anti-Displacement Plan for FY-2015 CDBG Small Cities Grant, Proposed Water Line Project.

Recommendation

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

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

RESIDENTIAL ANTIDISPLACEMENT
AND
RELOCATION ASSISTANCE PLAN

The **City of McAlester** will undertake community development activities (2015 Waterline Replacements Project) funded through the Oklahoma Department of Commerce CDBG Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the **City of McAlester** in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the **City of McAlester** will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;

2. A time schedule for commencement and completion of the demolition or conversion;

3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units:

4. The source of funding and a time schedule for the provision of replacement dwelling units; and

5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;

6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with he housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the **City of McAlester** will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

City of McAlester

By:_____
Steve Harrison, Mayor

Date:_____

ATTEST

_____
Cora Middleton, Clerk

(Seal)

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	13
Department:	City Manager		
Prepared By:	Peter Stasiak, City Manager Millie Vance, Grant Writer	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, Adopting a Contract with Millie Vance Incorporated to prepare FY-2015 CDBG grant application and administer project.

Recommendation

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

Discussion

Approved By

		Initial	
Department Head			
City Manager	P. Stasiak	PS	

CONTRACT FOR ADMINISTRATIVE SERVICES

The **City of McAlester** hereafter referred to as **City,** and **Millie Vance Incorporated** hereafter referred to as **Contractor,** for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the ____ day of _____ 2015, and shall be in effect through the ____ day of _____, 2016. The contract period may be extended by mutual agreement of both parties. **This contract will be null and void if no grant funds are received.**

I. SCOPE OF SERVICES

The **Contractor** agrees to perform administrative consulting services as specified in **Administrative Responsibilities, Attachment 2 of CDBG Requirement 402 , (hereby attached to this contract),** of the CDBG Implementation Manual for the purpose of carrying out the Community Development Block Grant (CDBG) project:

Project: CDBG 15 Project Name: CDBG Waterline Replacements Project

II. COMPENSATION AND METHOD OF PAYMENT

If the project is funded, the **City** agrees to pay the **Contractor**, as compensation for administrative consulting services, a total sum not to exceed **$10,320.**

III. GENERAL TERMS AND CONDITIONS

A. **Subcontract Notification Provision:** None of the work and services covered by this contract may be subcontracted without the written consent of the **City.** In no event will any subcontract incur any obligation on the part of the **City.**

B. **Modification:** This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.

C. **Interpretation, Remedies:**

1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree, in writing, to utilize an outside mediator to assist the parties to come to an agreement.

2. Neither forbearance nor payment by the **City** shall be construed to constitute waiver of any remedies for any default or breach by the **Contractor** that exists then or occurs later.

D. **SEVERABILITY CLAUSE**

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

E. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Contractor. Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City,** its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for **Contractor, Contractor** will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees for all the hereinbefore described expenses, claims, actions or amounts recovered.

F. PERSONNEL

1. The **Contractor** represents that she has or will secure, at her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the **City**.

2. The **Contractor** has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

3. All of the services required hereunder will be performed by the **Contractor** or under her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

G. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the **Contractor** shall fail to fulfill in a timely and proper manner her obligations under this contract or if the **Contractor** shall violate any of the covenants, agreements or stipulations of this contract, the **City** shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the contract by the **Contractor** and the **City** may withhold any payments to the **Contractor** until such time as the exact amount of damages due the **City** from the **Contractor** is determined.

H. TERMINATION FOR CONVENIENCE OF THE CITY

The **City** may terminate this contract at any time by giving at least 30 days notice in writing to the **Contractor.** If the contract is terminated by the **City** as provided herein, the **Contractor** will be paid for the time provided and all allowable expenses incurred up to the termination date.

I. CONFLICT OF INTEREST

No member of the governing body of the **City** or any other officer, employee or agent of the **City** who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the **Contractor** shall take appropriate steps to assure compliance.

J. INTEREST OF CONTRACTOR AND EMPLOYEES

The **Contractor** covenants that she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The **Contractor** further covenants that in the performance of this agreement, no person having any such interest shall be employed.

K. REPORTS AND INFORMATION

1. The **Contractor**, at such times and in such forms as the **City** may require, shall furnish the **City** with such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
2. The **Contractor** shall furnish the **City** with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the **City** or Federal and State grantor agencies.

L. COMPLIANCE WITH LOCAL LAWS

The **Contractor** shall comply with all applicable laws, ordinances and codes of the State and local governments and the **Contractor** shall save the **City** harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

M. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the **Contractor.**

N. RECORDS AND AUDITS

The **Contractor** shall assist the **City** in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. The **Contractor** shall also retain **Contractor's** own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by the **City** or until all audit findings have been resolved, whichever is later. **Contractor** shall permit authorized representatives of the Oklahoma Dept. of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

0. ANTI-KICKBACK REGULATIONS

The **Contractor** shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

P. EQUAL EMPLOYMENT OPPORTUNITY

The **Contractor** shall comply with the following equal opportunity requirements as part of CDBG assurances:

1. **Civil Rights Act of 1964, Title VI:** **Contractor** shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance.

2. **Housing and Community Development Act of 1974, Section 109:** **Contractor** shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded under the Act.

3. **Housing and Urban Development Act of 1968, Section 3:** **Contractor** shall comply with Section 3, which provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.

4. **Affirmative Action:** **Contractor** shall take affirmative action steps to contract with small and minority-owned firms and women's business enterprises as a part of the requirements of 24 CFR, Part 85.36 or 24 CFR, Part 570, Sub-part J. Affirmative action steps include but are not limited to the following:

   a. Including qualified small, minority and women Is business enterprises on solicitation lists;
   b. Assuring that small, minority and women's business enterprises are solicited whenever they are potential sources;
   c. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women's business enterprises participation;
   d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women's business enterprises;
   e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors;
   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative action steps in a. through e. above.

Q. AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by Federal funds.

R. REHABILITATION ACT OF 1973, SECTION 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any programs or activities receiving Federal financial assistance.

Executed by:

City of McAlester
Name of City

Signature

Steve Harrison, Mayor
Typed Name & Title

Date

ATTEST:

Signature

Cora Middleton, City Clerk
Typed Name & Title

(CITY SEAL)

Executed by:

Millie Vance Incorporated
Contractor

Signature

Millie Vance, President
Typed Name & Title

Date

(CORPORATE SEAL)

ADMINISTRATIVE RESPONSIBILITIES

I. ADMINISTRATIVE TASKS

When a **Contractor (administrator)** enters into a contract for administrative services, the administrator shall comply will all Federal and State laws and all ODOC requirements. However, the **City** is not relieved if its contractual obligation to ensure compliance. The following list identifies who shall be responsible to ensure the following tasks are completed in a timely manner:

		City	Certified CDBG Administrator
A.	Public Hearings	☐	☒
B.	Environmental Review	☐	☒
C.	Release of Funds	☐	☒
D.	Requests for Payment	☐	☒
E.	Monthly Expenditure Reports	☐	☒
F.	Project Files	☐	☒
G.	Quarterly Progress Reports	☐	☒
H.	Bid Documents, Notice of Award, Pre-Construction Conference, Notice to Proceed	☐	☒
I.	Weekly Payrolls	☐	☒
J.	On-site Interviews	☐	☒
K.	Coordinate On-site Visits (Construction)	☐	☒
L.	Closeout Documents	☐	☒
M.	Job Tracking	☐	☒

II. DEFINITIONS: The following are definitions of the above assigned tasks:

A. Public Hearing: All public hearings must be held in accordance with the **City's** Citizen Participation Plan in order to comply with 24 CFR 570.486.

B. Environmental Review: Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds and acquiring adequate documentation. For activities not exempt from environmental assessments, an environmental assessment will be prepared. For activities exempt and/or categorically excluded from environmental assessments, prepare a written Finding of Exemption, which should identify the project or activity and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands and other applicable authorities.

C. Release of Funds: Preparation of Environmental Review, leverage/commitment (if applicable), insurance and bonding, Residential Anti-Displacement Plan, Placement Plan (ED projects only), and Special Conditions (as required). These documents will be presented to the local governing board for approval and signature and submitted to ODOC for processing.

D. Requests for Payment: Requests for funds must be submitted to ODOC on the approved form and prepared in conformance with the instructions provided. **Only** request funds that can be expended within the allotted time (15 days from date funds received). The following information is needed to complete this form: Engineer pay estimates, approved invoices, Non-collusion affidavits and other documents as required by the governing board. Although the administrator can complete this form, the **City** must sign it.

E. Monthly Expenditure Reports: The **City** must report all funds received in a timely manner. A Monthly Expenditure Report must be completed and sent to ODOC by the 10th of the following month in which CDBG funds have been received. The administrator can complete this report, however, it must be signed by an authorized representative of the **City**. Failure to submit this report will result in Requests for Payment being held until all funds received have been reported.

F. Project Files: All originals are to be maintained with the **City** to demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained.

G. Quarterly Program Reports: This report must be prepared and submitted to ODOC by the 10th day of July, October, January, and April.

H. Bid Documents, Notice of Award, Pre-construction Conference, and Notice to Proceed: Preparation of the Notice of Award with certification from the construction contractor that he is not listed on the "Debarred List". Ensure a copy is submitted to ODOC. Conduct the Pre-Construction Conference, prepare a report in conjunction with contractor, engineer, architect, and subcontractor to explain contract requirements.

I. Weekly Payrolls: Ensure weekly payrolls and statements of compliance are submitted and compared with Davis-Bacon Wage Rates.

J. On-site Interviews: Conduct on-site interviews of at least 10% of the subcontractor's employees for each job classification. Interview must be conducted at least once during the course of construction.

K. On-Site Visits: Coordinate On-Site visits.

L. Closeout Documents: Transmittal of CDBG Closeout documents, Final Expenditure Reports, Contract Closeout Certifications and Beneficiary Report.

M. Job Tracking: If applicable to project, track jobs and prepare quarterly reports to submit to ODOC.

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	14
Department:	Public Works - Engineering		
Prepared By:	John C. Modzelewski, P.E, CFM	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	3

Subject

Consider and act upon, Change Order No. 3 to the contract with T. McDonald Construction, Inc for the construction of Second Street Improvements and authorize the Mayor to sign Change Order No. 3 resulting in the addition of six (6) days and an addition of $10,974.00 to the contract amount.

Recommendation

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

Discussion

This Project consists of construction of road and infrastructure improvements along a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal. This Change Order includes the following: reducing number of sewer line connections from eleven to one ($15,000 deduct); add one 10" gate valves (**$2,000** add on); investigate and cap nine abandoned sewer service lines (**$1,800** add on); add additional casing with end seals (**$1,500** add on); revised elevation for curb inlet due to utility (**$750** add on). These changes result in a net decrease of $8,950.00 as shown in the enclosed Change Order No. 1. The Change Order request also includes an additional five days to account for the additional work.

Approved By

		Initial	*Date*
Department Head		JCM	02/03/15
City Manager	P. Stasiak	PJS	

INFRASTRUCTURE
SOLUTIONS GROUP, LLC
Consulting Engineers

June 2, 2015

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

Re: Change Order No. Three (3)
Second Street Improvements (CIP #3)

Dear Mr. Modzelewski:

Enclosed for your review and execution are four (4) copies of Change Order No. Three (3). which results in an addition of $10,974.00 to the contract amount. This change order adjusts several items in the current contract. Please see the Change Order for a full breakdown of the changes. Also included is six (6) days additional time to account for the unforeseen delays during the project.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all four (4) copies. Please return three (3) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for distribution. Retain one (1) copy for your records.

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

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Dale Burke, P.E.
President

DB/mj
Enclosures

Project No. MC-14-01

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

Change Order
No. Three (3)

Date of Issuance: May 20, 2015

Effective Date: June 8, 2015

Project: SECOND STREET IMPROVEMENTS (CIP #3)

Owner: City of McAlester

Owner's Contract No.: N/A

Contract: SECOND STREET IMPROVEMENTS (CIP #3)

Date of Contract: 11/4/2014

Contractor: T. McDonald Construction Inc.

Engineer's Project No.: MC-14-01

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item	Description	Qty	Unit	Unit Price	Total Price	Revised Qty	Revised Total Price	Change Order #3	
17	Concrete Curb (6" Barrier-Integral)	4,400	LF	$9.00	$39,600.00	4,456	$40,104.00	56	$504.00
18	4" Concrete Sidewalk	1,800	SY	$44.00	$79,200.00	1,812	$79,728.00	12	$528.00
19	6" Concrete Driveway	2,000	SY	$66.00	$132,000.00	2,022	$133,452.00	22	$1,452.00
36	4' ID Concrete Pre-Cast Manhole	10	EA	$5,500.00	$55,000.00	11	$60,500.00	1	$5,500.00
41	6" PVC C-900 Water Main	2,830	LF	$24.00	$67,920.00	2,865	$68,760.00	35	$840.00
44	6" Water Main Connection	4	EA	$1,000.00	$4,000.00	5	$5,000.00	1	$1,000.00
48	6" Gate Valve	11	EA	$800.00	$8,800.00	12	$9,600.00	1	$800.00
54	Water Line Aggregate Base for Surface Repair	600	LF	$10.00	$6,000.00	635	$6,350.00	35	$350.00
				Total Amount					$10,974.00

Add Days for Additional Work: 0 days

Add Days for Weather (See Attachment): From 4/1/2015 to 4/30/2015 — 6 days

Attachments: (List documents supporting change): None.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$2,730,987.50

From previously approved Change Orders No. 2 to No. 2:
($8,950.00)

Contract Price prior to this Change Order:
$2,722,037.50

Change of this Change Order:
$10,974.00

Contract Price incorporating this Change Order:
$2,733,011.50

CHANGE IN CONTRACT TIMES:

	Working days	X - Calendar days
Original Contract Times:		
Substantial completion (days or date):	330 days	10/10/2015
Ready for final payment (days or date) N/A		
Change from previously approved Change Orders No. 2 to No. 2:		
Substantial completion (days or date):	72 days	
Ready for final payment (days): N/A		
Contract Times prior to this Change Order:		
Substantial completion (days or date):	402 days	12/21/2015
Ready for final payment (days or date): N/A		
Change of this Change Order:		
Substantial completion (days or date):	6 days	
Ready for final payment (days or date): N/A		
Contract Times with all approved Change Orders:		
Substantial completion (days or date):	408 days	12/27/2015
Ready for final payment (days or date): N/A		

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: 12/9/15

REGISTERED PROFESSIONAL ENGINEER LEONARD DALE BURKE JR. OKLAHOMA

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date:

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date:

EJCDC No. [illegible]
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

MC-14-01
CHANGE ORDER # 3

MESONET CLIMATOLOGICAL DATA SUMMARY
(MCAL) McAlester
Latitude: 34-52-56

April 2015
Nearest City: 4.0 S McAlester
Longitude: 95-46-51

Time Zone: Midnight-Midnight CST
County: Pittsburg
Elevation: 755 feet

DAY	TEMPERATURE (°F) MAX	MIN	AVG	DEWPT	DEG DAYS HDD	CDD	HUMIDITY (%) MAX	MIN	AVG	RAIN (in)	PRESSURE (in) STN	MSL	WIND SPEED (mph) DIR	AVG	MAX	SOLAR (MJ/m²)	4" SOIL TEMPERATURES SOD	BARE	MAX	MIN
1	80	58	68.6	59.9	0	4	93	29	76	0.1 NA	29.04	29.85	S	8.5	29.8	10.88	64.8	65.3	70	61
2	82	66	73.4	64.0	0	9	88	53	73	0.0 NA	28.98	29.78	SSW	10.9	32.1	14.31	65.4	67.1	73	63
3	73	49	62.8	49.6	4	0	85	43	63	0.0 NA	29.23	30.04	N	13.1	35.6	18.12	65.0	64.0	68	55
4	67	39	53.5	30.7	12	0	77	19	45	0.0 NA	29.50	30.31	ENE	4.7	16.7	26.31	60.9	58.5	70	49
5	55	46	51.3	45.6	15	0	96	51	82	0.5 NA	29.23	30.04	SSE	5.4	19.5	5.91	58.7	55.6	58	53
6	80	55	67.3	61.5	0	2	97	59	83	0.0 NA	29.06	29.87	S	9.0	27.4	11.72	60.7	61.8	70	56
7	82	68	73.8	65.1	0	10	88	59	75	0.0 NA	29.08	29.89	S	9.6	26.9	13.63	65.1	67.3	74	63
8	79*	67*	72.2*	64.2*	0*	8*	85*	58*	76*	0.0 NA	29.04*	29.84*	S *	10.0*	26.5*	NA	66.1*	67.0*	72*	64*
9	84	54	71.1	55.9	0	4	85	32	61	0.00	29.04	29.85	SSW	11.7	29.6	16.15	66.6	67.0	74	59
10	69	44	55.2	38.7	9	0	88	27	57	0.00	29.35	30.16	N	6.1	21.6	25.75	63.2	60.7	71	52
11	77	46	60.6	42.3	4	0	90	23	57	0.00	29.29	30.10	ESE	3.9	15.8	24.78	63.9	62.7	74	55
12	79	51	67.7	56.2	0	0	88	55	67	0.00	29.11	29.92	SSE	5.8	20.1	14.07	64.5	63.7	72	57
13	69	55	61.0	57.7	3	0	98	73	89	2.76	29.17	29.98	NE	8.0	36.6	2.94	63.3	62.5	64	59
14	56	52	54.1	51.1	11	0	98	70	90	0.20	29.25	30.06	NE	5.0	18.3	5.13	60.2	58.6	61	57
15	67	52	58.0	55.1	5	0	99	66	91	0.03	29.15	29.96	S	2.7	11.0	10.66	61.2	61.2	68	57
16	80*	51*	65.0*	57.4*	0*	1*	99*	47*	79*	0.00*	29.17*	29.98*	E *	3.5*	15.6*	NA	64.0*	64.9*	76*	55*
17	79	55	67.0	59.9	0	2	99	47	80	0.00	29.16	29.97	SE	2.8	17.8	17.02	67.1	68.2	75	61
18	78	57	66.7	60.0	0	3	99	53	81	0.32	29.06	29.86	E	4.4	22.4	21.07	68.8	70.3	79	64
19	71	50	60.9	53.4	4	0	99	58	77	0.03	28.94	29.75	NW	7.6	30.9	17.34	67.6	66.3	72	60
20	67	41	53.6	37.0	11	0	96	26	59	0.00	29.15	29.96	NNW	7.4	26.5	28.02	64.0	60.4	69	53
21	73	40	57.9	44.3	8	0	98	33	65	0.01	29.15	29.95	SSW	5.1	19.7	22.44	63.6	60.8	70	54
22	68	51	59.1	54.8	6	0	97	69	86	0.31	29.12	29.93	SSW	4.8	21.0	12.04	63.0	60.8	69	56
23	69	58	62.3	58.1	2	0	97	71	87	0.02	29.14	29.94	E	4.7	15.9	8.45	64.1	63.4	68	60
24	66	59	61.6	58.8	2	0	97	80	90	0.23	28.98	29.78	S	6.0	24.6	4.67	63.6	62.2	65	61
25	84	56	68.5	55.7	0	5	96	30	68	0.00	28.83	29.63	SW	6.7	23.8	28.19	66.1	67.0	77	59
26	82	55	69.0	59.6	0	4	98	52	74	1.56	28.91	29.71	NE	4.8	16.7	24.49	68.5	69.0	79	60
27	66	52	57.9	51.0	6	0	98	55	79	0.43	29.06	29.87	E	8.6	28.4	13.95	66.7	66.0	72	61
28	59	45	52.6	49.3	13	0	97	67	89	0.21	29.25	30.06	N	5.7	15.7	7.80	62.6	59.3	62	56
29	76	41	57.9	45.5	6	0	100	29	71	0.00	29.18	29.99	NNW	4.3	21.3	28.06	62.9	61.7	72	51
30	79	44	61.5	48.5	3	0	99	32	69	0.00	29.16	29.97	NW	3.4	17.3	28.07	65.6	65.2	76	55
	73*	52*	62.4*	53.0*	<- Monthly Averages ->						29.13*	29.93*	S *	6.5*	36.6*	16.50*	64.3*	63.6*	71*	57*

Temperature - Highest: 84*
Lowest: 39*

Degree Days - Total HDD: 124*
Total CDD: 52*

Rainfall: Monthly Total: 6.11* in.
Greatest 24 Hr: 2.76* in.

Humidity - Highest: 100*
Lowest: 19*

Number of Days With:
Tmax ≥ 90: 0*
Tmax ≤ 32: 0*
Tmin ≤ 32: 0*
Tmin ≤ 0: 0*
Rainfall ≥ 0.01 inch: 12*
Rainfall ≥ 0.10 inch: 8*
Avg Wind Speed ≥ 10 mph: 4*
Max Wind Speed ≥ 30 mph: 4*

* Denotes incomplete record

© 1993-2015 Oklahoma Climatological Survey and the Oklahoma Mesonet
Monthly data generated at 2015-05-09 12:10:52 UTC

10 weather Days

April Adverse Weather Days — 4 Days

Contractor is Allowed 6 Days (Change Order 3)

INFRASTRUCTURE
SOLUTIONS GROUP, LLC
Consulting Engineers

June 2, 2015

John Modzelewski, P.E., City Engineer
City of McAlester
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: Second Street Improvements (CIP #3)
Change Order No. Three (3)

Dear Mr. Modzelewski:

Enclosed please find four (4) copies of Change Order No. Three (3) for the above referenced project, which results in an addition $10,974.00 to the contract amount. This change order adjusts the following items in the current contract:

Item No. 17, Concrete Curb
Item No. 18, 4" Concrete Sidewalk
Item No. 19, 6" Driveway
Before the road construction began the Gas Company relocated their gas main at the corner of 2nd Street and the Canal at the same location where storm sewer was being installed. They removed the sidewalk, driveway and curb beyond the construction limits, this change order repairs those items to original condition.

Item No. 36, 4' ID Concrete Pre-Cast Manhole
This item is required to connect an existing sewer line not shown on the city atlas.

Item No. 41, 6" PVC C-900 Water Main
Item No. 44, 6" Water Connection
Item No. 48, 6" Gate Valve
Item No. 54, Water Line Aggregate Base for Surface Repair
During construction it was discovered that the existing water line conditions at the 2nd Street and Modoc did not match the city atlas. The change order is required to correctly connect the new 6" line to the existing 6" main and remove an old 2" water main.

This change order adds six (6) April weather days to the current contract.

Please place this item on the agenda for approval at your next meeting and upon approval please ask the Mayor to sign all four (4) copies. Please return all four (4) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for further processing.

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

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Dale Burke, P.E.
President

DB/mj
Enclosures

Project No. MC-14-01

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

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	15
Department:	Public Works-Engineering		
Prepared By:	John C. Modzelewski, PE	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	2

Subject

Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for professional services required for the Asphalt Street Repair Project in the South A Street Area.

Recommendation

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

Discussion

This Professional Services Agreement will allow the consultant to provide professional services in connection with the Asphalt Street Repair Project in the South A Street Area. These services will include, surveys, engineering design, preparation of construction plans and other related services for the project.

The funding source is the McAlester Public Works Authority Construction Fund Series 2013 Project Account.

Approved By

		Initial	*Date*
Department Head		JCM	06/02/15
City Manager	P. Stasiak	PJS	

INFRASTRUCTURE SOLUTIONS GROUP, LLC
Consulting Engineers

June 1, 2015

John C. Modzelewski, P.E., CFM
City Engineer / Public Works Director
City of McAlester Public Works Department
28 East Washington Avenue
McAlester, OK 74501

Re: Engineering Services Proposal
2015 Asphalt Street Repair - South "A" Street Area; Apache to Seneca

Dear Mr. Modzelewski:

We appreciate the opportunity to submit a proposal to provide Engineering Services for the proposed 2015 Asphalt Street Repair Project in the area of South "A" Street. The streets in this area received increased traffic during the construction detours while "A" Street was under construction. These asphalt roads were not in great shape to begin with and the added traffic lead to multiple pavement failures and one street is so impassable that it had to be closed to traffic.

B Street between Seneca and Miami

Intersection of B Street and Osage Ave

Our proposal will be to prepare bid packages for the identified streets in the attached summary. We will tailor the bid packages to the available budget as determined by the City. We plan on advertising the project for bids shortly after the new budget goes into effect on July 1, 2015 and have bids available to review and possibly award at the first council meeting in August.

719 S. GEORGE NIGH EXPY • MCALESTER, OKLAHOMA 74501 • 918.420.5500 • 918.866.6481 FAX • WWW.ISGENGINEERING.COM
civil engineering • environmental • transportation • bridge • construction management • design-build

All design will be in accordance with the current Oklahoma Department of Transportation (ODOT) Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, the Manual on Uniform Traffic Control Devices, all applicable ODOT policies and procedures and City of McAlester Standards.

The following is our understanding of the scope of the project and the services we propose to provide.

SCOPE OF PROJECT

A. Prepare Plans, Specifications and bid documents and submit to City for Review.
B. Upon approval of Final Plans and Bidding Documents, assist Owner in advertising for and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding Documents have been issued.
C. Coordinate and administer a Pre-Bid meeting.
D. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
E. Attend Bid Opening, prepare Bid Tabulation, and assist City in evaluating bids and in assembling and awarding contracts for the Work.
F. Prepare contract documents, coordinate contract execution and preconstruction conference.
G. Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, and work performed by the contractor.
H. Provide Resident Project Representative Services during Construction.

NOT IN SCOPE OF PROJECT

A. Environmental clearances documentation should not be necessary and are not part of this project.
B. Any permit fees, advertisement fees. right-of-ways, easements and access required for construction are not part of this project.

PROPOSED SCHEDULE

June 9, 2015	Recommend Consultant to City Council
July 15, 2015	Phase I Survey Completed
July 21, 2015	Pre Bid Meeting with Contractors
July 28, 2015	Bid Opening
August 3, 2015	Make Recommendations to City Staff on Bids Received
August 11, 2015	Council Meeting to Discuss and Award Construction Contract
September 8, 2015	Estimated Start Construction Date
October 31, 2015	Estimated End Construction Date

FEE PROPOSAL

The Engineering Fee is a lump sum $38,400.00, based on standard fee curve for construction. Resident Project Representative will be on an hourly basis and is estimated at a not to exceed amount of $27,500.00 based on $80.00/Hour and 60 calendar days for construction.

We look forward to working with you on this project. Should you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Robert Vaughan, P.E.
McAlester Branch Manager

Project No. MC-15-03

cc: Dale Burke, President, Infrastructure Solutions Group, LLC

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the 9th day of June, 2015 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and Infrastructure Solutions Group, LLC dba Mehlburger Brawley, an 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 *2015 Asphalt Street Repair - South "A" Street Area; Apache Avenue to Seneca Avenue* (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 June 1, 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

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 A**. 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.

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

By: _____

Steve Harrison, Mayor

INFREASTRUCTURE SOLUTIONS GROUP, LLC
dba MEHLBURGER BRAWLEY

By: _____

Dale Burke, P.E. President

CONSULTANT's Mailing Address:

719 S George Nigh Expressway

McAlester, OK 74501

CONSULTANT's Telephone Number:

(918) 420-5500

CONSULTANT's Facsimile Number:

(866) 398-6481

ATTEST:

By: _____

City Clerk

EXHIBIT A

INFRASTRUCTURE SOLUTIONS GROUP, LLC
Consulting Engineers

June 1, 2015

John C. Modzelewski, P.E., CFM
City Engineer / Public Works Director
City of McAlester Public Works Department
28 East Washington Avenue
McAlester, OK 74501

Re: Engineering Services Proposal
2015 Asphalt Street Repair - South "A" Street Area; Apache to Seneca

Dear Mr. Modzelewski:

We appreciate the opportunity to submit a proposal to provide Engineering Services for the proposed 2015 Asphalt Street Repair Project in the area of South "A" Street. The streets in this area received increased traffic during the construction detours while "A" Street was under construction. These asphalt roads were not in great shape to begin with and the added traffic lead to multiple pavement failures and one street is so impassable that it had to be closed to traffic.

B Street between Seneca and Miami

Intersection of B Street and Osage Ave

Our proposal will be to prepare bid packages for the identified streets in the attached summary. We will tailor the bid packages to the available budget as determined by the City. We plan on advertising the project for bids shortly after the new budget goes into effect on July 1, 2015 and have bids available to review and possibly award at the first council meeting in August.

All design will be in accordance with the current Oklahoma Department of Transportation (ODOT) Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, the Manual on Uniform Traffic Control Devices, all applicable ODOT policies and procedures and City of McAlester Standards.

The following is our understanding of the scope of the project and the services we propose to provide.

SCOPE OF PROJECT

A. Prepare Plans, Specifications and bid documents and submit to City for Review.
B. Upon approval of Final Plans and Bidding Documents, assist Owner in advertising for and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding Documents have been issued.
C. Coordinate and administer a Pre-Bid meeting.
D. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
E. Attend Bid Opening, prepare Bid Tabulation, and assist City in evaluating bids and in assembling and awarding contracts for the Work.
F. Prepare contract documents, coordinate contract execution and preconstruction conference.
G. Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, and work performed by the contractor.
H. Provide Resident Project Representative Services during Construction.

NOT IN SCOPE OF PROJECT

A. Environmental clearances documentation should not be necessary and are not part of this project.
B. Any permit fees, advertisement fees. right-of-ways, easements and access required for construction are not part of this project.

PROPOSED SCHEDULE

June 9, 2015	Recommend Consultant to City Council
July 15, 2015	Phase I Survey Completed
July 21, 2015	Pre Bid Meeting with Contractors
July 28, 2015	Bid Opening
August 3, 2015	Make Recommendations to City Staff on Bids Received
August 11, 2015	Council Meeting to Discuss and Award Construction Contract
September 8, 2015	Estimated Start Construction Date
October 31, 2015	Estimated End Construction Date

FEE PROPOSAL

The Engineering Fee is a lump sum $38,400.00, based on standard fee curve for construction. Resident Project Representative will be on an hourly basis and is estimated at a not to exceed amount of $27,500.00 based on $80.00/Hour and 60 calendar days for construction.

We look forward to working with you on this project. Should you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Robert Vaughan, P.E.
McAlester Branch Manager

Project No. MC-15-03

cc: Dale Burke, President, Infrastructure Solutions Group, LLC

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	16
Department:	Community & Economic Development		
Prepared By:	Leroy Alsup, Director	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	3

Subject

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

Recommendation

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

Discussion

MRE Capital, LLC proposes to acquire and substantially rehabilitate the Aldridge Apartments a 66 unit senior housing development located at 200 E. Carl Albert.

Attachments:

1. Resolution of Support for the Aldridge Apartments Project.
2. Aldridge Apartment Project Narrative.
3. MRE, Capital, LLC Company Profile

Approved By

		Initial	*Date*
Department Head	L. Alsup	LA	06/02/2015
City Manager	P. Stasiak	PJS	

RESOLUTION NO. _____

A RESOLUTION SUPPORTING MRE CAPITAL, LLC FOR TAX CREDIT AWARD IN PROPOSED HOUSING DEVELOPMENT.

****

WHEREAS, MRE Capital, LLC is proposing to acquire and substantially rehabilitate a 66 unit senior housing development known as the Aldridge Apartments located in the limits of the City of McAlester at 200 East Carl Albert Parkway (hereinafter, the "Development "); and

WHEREAS, the City of McAlester supports economic development and promotes affordable housing for the benefit of the citizens of McAlester.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of McAlester, that the City Council supports favorable consideration to be given for a tax credit award for this Development.

BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with the City of McAlester's affordable housing strategies and comprehensive plan.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of June 2015.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

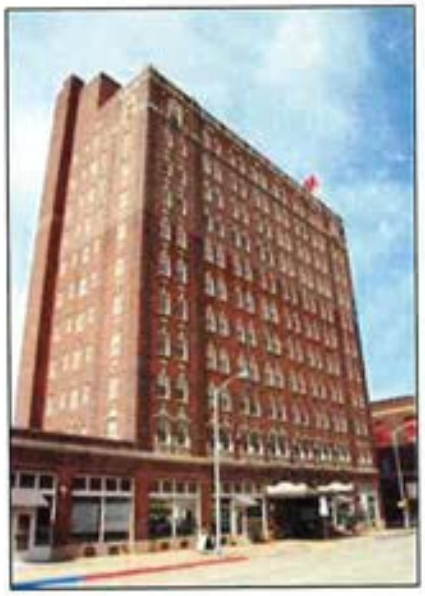
By: _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

ALDRIDGE APARTMENTS

200 E. Carl Albert Parkway
McAlester, Oklahoma



The Aldridge was originally constructed in 1930 and in 1997, the property was renovated/converted into senior affordable housing. The property is once again in need of substantial rehabilitation to continue to preserve the historic structure for the next generation and maintain the senior affordable housing, which is in high demand. The financing will include sources through the Oklahoma Housing Finance Agency (OHFA), Federal Home Loan Bank (FHLB), State Historic Preservation Office (SHPO), National Park Service (NPS) and private equity/debt. MRE Capital will pool together these resources to bring this renovation to fruition. MRE Capital, LLC is **NOT** asking for any local/City funds for this development. The property is currently senior affordable housing through USDA Rural Development. After the renovation, the property will continue to be senior affordable housing through the USDA RD program. We plan on working with and around the current tenants so that any displacement is brief and temporary.

Scope of Work

- Complete remodel the interior of the building (including commercial space)
- New plumbing fixtures
- New electrical fixtures
- New cabinets
- New countertops
- New flooring
- New paint
- New appliances
- New bathrooms
- New amenities (game room, theater, fitness area, library, etc...)
- New windows
- New major mechanical systems
- New roof
- Several energy efficiency upgrades
- FEMA Storm Shelter

Timeline

Submit OHFA Application – July 2nd, 2015
OHFA Awards – November, 2015
Start Construction – Spring/Summer, 2016
Construction Completion – Fall/Winter. 2016

16359 Chaney Lane
Stilwell, KS 66085
www.mrecapital.com

MRE CAPITAL, LLC

MRE Capital, LLC is a firm that develops, invests, and consults in business and real estate transactions through full ownership, joint venture, and consulting opportunities. From site/building selection, financial projections, financing, tax credit structure, and negotiating public finance packages to the design, construction, closing, and leasing, MRE Capital's professionals excel in taking projects from concept to completion. MRE Capital is an opportunity driven firm that is not limited by location, structure, or property type. Our flexible platform allows us to evaluate multiple opportunities and invest our time and resources in only those projects with the highest potential for success. MRE Capital's focus on tax credit transactions enable us to create low leverage, high quality developments in any market cycle.

Credits / Financing Tools

New Market Tax Credits
Alternative Energy Tax Credits
HUD Financing
Historic Tax credits
Affordable Housing Tax Credits
USDA Financing
Brownfield Tax Credits
Tax Increment Finance
Bond Financing

Commitment

MRE Capital's commitment is first and foremost to people. We carefully evaluate risks and relationships on a continual basis. Our reputation is always considered before returns.

Jacob Mooney (jmooney@mrecapital.com – 913-638-2500)

Jake is a co-founding member of MRE Capital, LLC, which is a specialized real estate development company. Prior to forming MRE Capital, Jake held positions in the financial sector with Merrill Lynch. As a Series 7 and Series 66 financial advisor, Jake was a conduit between Global Private Clients and various investment banks. This gave Jake the opportunity to work on private equity raises, IPOs, commercial lines of credit, business banking, commercial real estate financing, and merger and acquisition transactions. As a consultant prior to forming MRE Capital, Jake worked on site/building selection, finance, public finance and construction. He has been involved in numerous projects throughout the Midwest, employing creative financing solutions that include low income housing tax credits (LIHTC), New Markets Tax Credits (NMTC) and historic tax credits. At MRE Capital, Jake is responsible for new acquisitions, financial projections and developing senior level relationships with lenders and investors. He has a Business Finance degree from Kansas State University and is an active member of Church of the Resurrection in Leawood, KS. Jake lives in the Stilwell, KS with his wife, son and daughter.

Daniel Sailler, III (dsailler@mrecapital.com – 913-231-8400)

Daniel co-founded MRE Capital, LLC after extensive experience with various companies in the construction industry. Daniel's career includes management positions with suppliers, contractors and real estate developers, including Townsend, Inc., where he and Jake established the firm's tax credit division. Daniel has been involved in the development of numerous projects using LIHTC and NMTC tax credits. At MRE Capital, Daniel is responsible for transaction execution, financial valuation, due diligence and administrative aspects of projects, and is active in locating new investors and financing sources. He has a degree from the University of Kansas and is involved in Big Brothers/Big Sisters, Catholic Charities and other charities in the Kansas City area. Daniel lives in the Overland Park, KS with his family.

Developments

Rock Ridge Villas – Branson, MO – 38 Single Family Homes (New Construction)
Timber Creek – Muskogee, OK – 42 Family Duplexes (New Construction)
Dogwood Cottages – Blytheville, AR – 36 Family Duplexes (New Construction)
Maple Ridge – Bonner Springs, KS – 32 Senior Apartments (New Construction)
Sander's Heights – Lawton, OK – 44 Family Apartments (Acquisition/Rehab.)
Rock Ridge Apartments – Branson, MO – 48 Family Apartments (New Construction)
Parrish Lofts – Pratt, KS – 24 Family Apartments (Historic Adaptive Reuse) *Construction Complete – August, 2015
Dale Lofts – Guymon, OK – 45 Family Apartments (Historic and New Construction) *Construction Complete – Sept. 2015
Will Rogers Lofts – Claremore, OK – 38 Apartments (Historic Acquisition/Rehab.) **Construction Start – fall, 2015
Sycamore Springs – Hollister, MO – 60 Apartments (New Construction) **Construction Start – July, 2015

References

Mayor Raeanne Presley, Branson Mayor – (417) 334-4129
Marcia Harrington, Economic Development Director – (913) 667-1703
Tish Callahan, Muskogee City Planner – (918) 684-6232
James Sanders, Blytheville Mayor – (870) 763-3602
Rick Ziegenfuss, Hollister City Manager – (417) 335-5327
Vicki McCune, Panhandle Economic Development Director – (580) 338-5838

16359 Chaney Lane
Stilwell, KS 66085
www.mrecapital.com

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	17
Department:	Community & Economic Development		
Prepared By:	Leroy Alsup, Director	**Account Code:**	
Date Prepared:	June 1, 2015	**Budgeted Amount:**	
		Exhibits:	8

Subject

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

Recommendation

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

Discussion

Meadows at McAlester, Limited Partnership (the Applicant) is applying for an allocation of 2015 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA) to construct a 64-unit apartment community for families to be located in the City of McAlester at the corner of South A Street and Hubert V Smith Drive.

Attachments:

1. Resolution of Support for the Meadows at McAlester Development.
2. Exhibit A to Resolution – site specific Affordable Housing Revitalization Plan.
3. Notice to the Public of a Tax Credit Application.
4. Meadows at McAlester Project Narrative
5. Meadows at McAlester Artist Rendering
6. Meadows at McAlester Site Plan
7. KWL Properties LLC Company Profile
8. Excerpt from KWL Meadows Market Study (Full Study available on Request)

Approved By

		Initial	*Date*
Department Head	L. Alsup	LA	06/01/2015
City Manager	P. Stasiak	PJS	

Resolution No. _____

A Resolution Supporting Meadows at McAlester Development for Tax Credit Award in Proposed Housing Development

****

WHEREAS, Meadows at McAlester, LP (Owner/Applicant), is proposing to construct a 64 unit multifamily housing development to be located in the limits of the City of McAlester at the corner of South A Street and Hubert V Smith Drive (hereinafter, the "Development"); and

WHEREAS, the City of McAlester supports economic development and promotes affordable housing for the benefit of the citizens of McAlester; and

WHEREAS, pursuant to Selection Criteria #3 Development Location and Housing Characteristics – QCT with a Revitalization Plan of the OHFA 2015 QAP, the City of McAlester seeks to adopt a site specific revitalization plan.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of McAlester, that:

- The City Council supports favorable consideration to be given for a tax credit award for this Development.
- The site specific Affordable Housing Revitalization Plan for the Development to be eligible for Selection Criteria #3 of the OHFA 2015 QAP, attached hereto as Exhibit A, is hereby adopted.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of June 2015.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

Exhibit A to Resolution No. _____

City of McAlester site specific Affordable Housing Revitalization Plan for Property at the northeast corner of South A Street and Hubert V. Smith Drive

Pursuant to the Oklahoma Housing Finance Agency QAP Selection Criteria #3, the City of McAlester seeks to revitalize the land at the northeast corner of South A Street and Hubert V. Smith Drive, a HUD qualified census tract.

This Plan incorporates development of a multifamily complex on approximately 5 acres of vacant land. Specifically, Meadows at McAlester, Limited Partnership, plans to develop income restricted multifamily rental units for residents of McAlester and surrounding Pittsburgh County. Meadows will secure financing for all aspects of the development.

Affordable Housing Benefits

The benefits from revitalization of the vacant land into affordable housing include:

- Adding community assets for residents to remain in the community
- One-time and ongoing job creation and spending with local businesses
- Positive fiscal impacts in property tax, fees related to construction activities, and on-going fees for use of water and sewer

Need for Affordable Housing

According to the Ribbon Demographics 2013, Novogradac & Company LLP, 5/2014, the income cohort with the largest percentage of renter households is in the $10,000 to $19,999 category followed by the zero to $9,999 group. Approximately 67.7 percent of renter households earn less than $40,000. This trend is projected to remain the same through 2018 and bodes well for the Meadows at McAlester.

The general population increased within the PMA and MSA (metropolitan statistical area) from 2000 to 2013. The general population is projected to decrease slightly through 2018 within the PMA. Although households are projected to slightly decrease, the need for affordable housing is still significant, especially being in a rural area. Lower income households within the PMA are a good indication of the need for affordable housing. The average household size increased slightly from 2000 through 2013. The average household size is projected to remain constant through 2018. The relatively large household size bodes well for Meadow's two and three-bedroom unit types.

McAlester desires to offer a large diversity of affordable housing options for citizens on fixed incomes. Adding quality affordable rental dwellings that are specifically constructed with amenities and design features to serve the needs of our residents is key to retaining a diversified community.

Approved and passed this _____ day of _____, 2015.

_____

Steve Harrison, Mayor

ATTEST:

_____

Cora Middleton, City Clerk

NOTICE TO THE PUBLIC OF A TAX CREDIT APPLICATION
NEW CONSTRUCTION OF AFFORDABLE MULTIFAMILY HOUSING

KWL Oklahoma, LLC, Applicant, will submit an application to the Oklahoma Housing Finance Agency (OHFA) to obtain tax credits on the new construction of a proposed development, the name of which will be Meadows at McAlester. Said development will be for families and is proposed to be located at the corner of South A Street and Hubert V Smith Drive, McAlester, OK, 74501.

There will be a total of 64 units in the development; at least 10 percent of which will be for persons with disabilities.

Of this total, 100 percent will be rent and Income restricted units.

OHFA Trustees will consider this application at OHFA's November, 2015 Trustees meeting. Trustee meeting dates can be found on OHFA's website, www.ohfa.org.

Any questions regarding this application may be directed to Steve Perry, 109 E. Madison Avenue, Bastrop, LA 71220, (phone) 318-281-1974, (fax) 318-281-5231.

For information regarding the hearing of the application, contact Darrell Beavers, Housing Development Team Manager, OHFA, P.O. Box 26720, Oklahoma City, OK 73126-0720, (405) 419-8261, darrell.beavers@ohfa.org

KWL Properties, LLC

Meadows at McAlester

Project Narrative

Meadows at McAlester, Limited Partnership (Applicant) is applying for an allocation of 2015 Affordable Housing Tax Credits and HOME Funds from Oklahoma Housing Finance Agency (OHFA) to construct a 64-unit apartment community for families. KWL Oklahoma, LLC will serve as the developer. The principal of the Applicant is the same of that of the developer. Management of Meadows at McAlester will be the responsibility of Tower Management Real Estate, LLC (Tower). The principal of Tower has over twenty-five years of experience in property management.

Meadows at McAlester is proposed to be located at the corner of South A Street and Hubert V. Smith Drive. This site is approximately 5 acres and is located within Qualified Census Tract #4864. The development will consist of 52 two-bedroom, one and a half bath units and 12 three-bedroom, two bath units. It will consist of four, two-story residential buildings and one clubhouse/community building. At least 10% of the units will be set-aside for persons with disabilities. Property amenities will include a clubhouse/community room that will house a computer lab, library, fitness center, storm shelter and on-site management office. Other property amenities include a playground, splash pad, outdoor covered seating area, sidewalks and basketball court. Unit amenities will include ceiling fans in each bedroom and in each living room, dishwasher, garbage disposal, microwave, security alarm, washer and dryer, refrigerator and range.

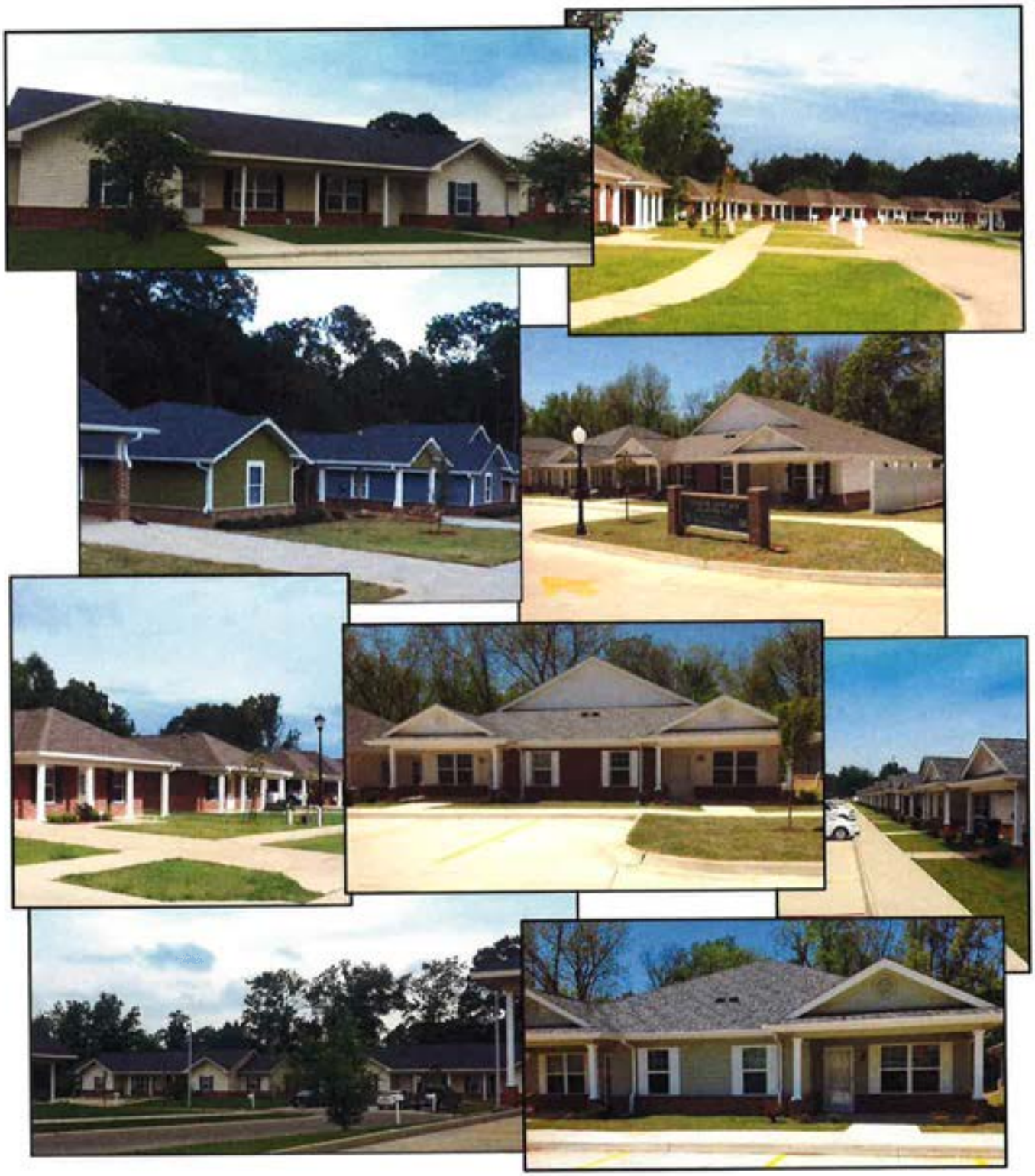
Meadows at McAlester will be built with consideration to energy efficiency. Elements to provide energy efficiency will include shower heads with a maximum of 2.5 gallons per minute flow rate, use of better than R-2 insulation on exposed hot water pipes, installation of Energy Star qualified appliances, Energy Star qualified windows with Low E glass, Energy Star qualified HVAC, Energy Star qualified Efficiency Water Heaters, radiant barrier per ASTM standards in attic and/or roof sheathing; and/or exterior wall sheathing, low or no VOC paint, on-site recycling for aluminum, newspaper, glass and plastics, photovoltaic lighting for all exterior lighting, programmable thermostats, insulation of R-3 or better insulation installed around exterior foundation of every building and spray foam insulation exceeding code requirements.

Total development costs are estimated to be $7,930,597. Financing sources will include equity proceeds from the sale of the Affordable Housing Tax Credits, a HOME loan, an Affordable Housing Program grant from Federal Home Loan Bank of Topeka and conventional financing. The Affordable Housing Tax Credit and HOME programs will restrict the income of residents and the amount of rent charged. In McAlester the income eligible households range from $32,460 to $27,050 for a family of four. Rents will range from $450 to $590.

Meadows of McAlester, Limited Partnership requests Council's support for the development to fulfill OHFA's application requirements. Items requested include a Resolution of Local Support and Community Revitalization Plan.

109 E. Madison Avenue | Bastrop, Louisiana | 71220 | Phone (318) 281 -1974 | Fax (318) 281-5231

KWL Properties, LLC



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KWL Properties, LLC

Company Profile

KWL Properties, LLC ("KWL") specializes in the development of apartment communities throughout Louisiana and Arkansas. Steve Perry is the owner and manager of KWL and has over twenty-five years of experience in developing residential and commercial real estate. Mr. Perry also has over thirty-two years of experience in business management and sales as well as retail management and sales.

KWL was created in 2005 to serve as the developer entity for the development of single-family, multifamily and independent senior apartment communities. Several different financing sources are utilized for these developments, including conventional bank loans, Housing Tax Credits, HOME Loans and Federal Home Loan Bank loans. Since 2005 KWL has developed five apartments communities, four of which are located in Louisiana and one in Arkansas. KWL also has two additional developments in the closing phase at this time. KWL has plans to increase its portfolio substantially over the next five years.

Apartment Communities

Golden Ages Senior Village
Ruston, Louisiana
35 Independent Senior Units (Duplex Style)
Built in 2006
Fully Occupied

St. Landry Place
Opelousas, Louisiana
30 Single Family Homes
Built in 2007
Fully Occupied

Villages at Sandifer
Monroe, Louisiana
35 Single Family Homes
Built in 2010
Fully Occupied

Hill View Homes
Bastrop, Louisiana
38 Single Family Homes
Built in 2011
Fully Occupied

Craighead Place
Jonesboro, Arkansas
31 Multifamily Units
Built in 2011
Fully Occupied

Emerald Village at Hope
Hope, Arkansas
48 Independent Senior Units
Closing Pending

Meadows at Forrest City
Forrest City, Arkansas
48 Multifamily Units
Closing Pending

109 E. Madison Avenue | Bastrop, Louisiana | 71220 | Phone (318) 281 -1974 | Fax (318) 281-5231

NOVOGRADAC
& COMPANY LLP®
CERTIFIED PUBLIC ACCOUNTANTS

A MARKET CONDITIONS AND PROJECT EVALUATION SUMMARY OF

MEADOWS AT MCALESTER

NORTHEAST CORNER OF SOUTH A STREET AND V HUBERT SMITH DRIVE
MCALESTER, PITTSBURG COUNTY, OKLAHOMA

Effective Date: June 9, 2014
Report Date: June 24, 2014

Prepared For

Steve Perry
KWL Properties, LLC
109 East Madison Avenue
Bastrop, LA 71220

Prepared By

Novogradac & Company LLP
11044 Research Boulevard
Building C, Suite 400
Austin, Texas 78759
512.340.0420

NOVOGRADAC
& COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

June 24, 2014

Steve Perry
KWL Properties, LLC
109 East Madison Avenue
Bastrop, LA 71220

Re: Meadows at McAlester Market Study
McAlester, OK

Dear Mr. Perry:

At your request, Novogradac & Company LLP has performed a study of the rental market in the McAlester, Oklahoma area relative to the above-referenced proposed Low Income Housing Tax Credit (LIHTC) property.

The purpose of this market study is to assess the viability of Meadows at McAlester (Subject), a proposed new construction LIHTC development. The Subject will consist of 64 total units and will target households at the 30, 50 and 60 percent area median income (AMI) levels or less. Additionally, ten percent of the development, or seven units, will be reserved for tenants with physical disabilities.

The following report provides support for the findings of the study and outlines the sources of information and the methodologies used to arrive at these conclusions. The scope of this report meets the requirements of the Oklahoma Housing Finance Agency (OHFA), including the following:

- Inspection of the Subject site and the general location.
- Establishing the Subject's Primary Market Area (PMA).
- Demographic analysis of the number of income-eligible households in the market area, which are income-eligible and can afford to pay the rent.
- Investigating the health and conditions of the multifamily market.
- Calculating income bands, given the proposed Subject rents.
- Reviewing relevant public records and contacting appropriate public agencies.
- Analyzing the economic and social conditions in the market area in relation to the proposed project.
- Surveying competing projects, with description of rent levels, vacancy rates, and turnover rates.
- Expected market absorption of the rental housing, including a description of the effect on the market area.

The depth of discussion contained in the report is specific to the needs of the client, specifically the requirements of OHFA pursuant to OHFA market study requirements. Novogradac &

11044 RESEARCH BOULEVARD, BUILDING C,SUITE 400, AUSTIN, TX 78759 TELEPHONE (512)340-0420 FACSIMILE (512)340-0421
http://www.novoco.com

Company LLP adheres to market study guidelines promulgated by the National Council of Housing Market Analysts (NCHMA). This report deviates from NCHMA market study guidelines in areas specified in OHFA market study requirements, and therefore does not comply with NCHMA market study guidelines. The report and the conclusions are subject to the *Assumptions and Limiting Conditions* attached.

The authors of this report certify that we are not part of the development team, owner of the Subject property, general contractor, nor are we affiliated with any member of the development team engaged in the development of the Subject property or the development's partners or intended partners. This report is true and correct to the best of our knowledge and belief, and there is no identity of interest between Novogradac & Company LLP and the Applicant, Developer, Owner, or the entity for whom the report is prepared.

KWL Properties, LLC is the client in this engagement. We understand that they will use this document to assist in obtaining LIHTC. Intended users are those transaction participants who are interested parties and have knowledge of the Section 42 LIHTC program. These could include local housing authorities, state allocating agencies, state lending authorities, LIHTC construction and permanent lenders, and LIHTC syndicators. As our client, KWL Properties, LLC owns this report and permission must be granted from them before another third party can use this document. We assume that by reading this report another third party has accepted the terms of the original engagement letter including scope of work and limitations of liability. We are prepared to modify this document to meet any specific needs of the potential users under a separate agreement.

Kayla Carter has made a personal inspection of the property that is the subject of this report and comparable market data incorporated in this report and is competent to perform such analyses.

Please do not hesitate to contact us if there are any questions regarding the report or if Novogradac & Company LLP can be of further assistance. It has been our pleasure to assist you with this project.

Respectfully submitted,
Novogradac & Company LLP

Rebecca S. Arthur, MAI
Partner

Lindsey Sutton
Manager

Kayla Carter
Real Estate Analyst
kayla.carter@novoco.com

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OHFA MARKET STUDY SUMMARY

MARKET STUDY SUMMARY

Development Name: Meadows at McAlester

The Market Study prepared by: Novogradac & Company LLP

Date of Study: June 9, 2014

Page # of specific answers requested below. Please do not list a large range of pages.

25 A map delineating the primary market area (pma).

24 Provide a brief explanation on how and why the pma was chosen. It should not be too large.

Addendum B A photograph of the site.

5-10 A full description of the site.

20-23 Discussion of the appropriateness of the location.

24-28 A demographic summary of the market area, including incomes, households, growth trends, economic factors relating to employment, labor force, and community facilities (i.e. parks, schools, etc.)

35-68 An evaluation of the current affordable housing stock existing in the market area, including an identification of geographical location, occupancy levels, age of stock, upkeep condition, bedroom mix, amenities and rents being charged.

35-37 Include comparable rental residential developments in the primary market area and all tax credit developments.

35 Explain why comparable properties were chosen. If market rate developments were used, explain.

80-81 A discussion of any relevant information regarding existing rent overburden statistics.

83-84 An evaluation of the need for affordable housing within the primary market area.

67-68 A discussion of whether or not the proposed.development, in light of vacancy and absorption rates for the applicable market areas, is likely to result in an increased vacancy rate for comparable units within such market area, (i.e., standard, well-maintained units

within such market area that are reserved for occupancy by low and very low income tenants).

66 Development absorption rates for at least one (1) year from the date of the study for units in comparable affordable rental residential developments in the same market area as the development. If market rate developments were used, explain.

66 A projection of the time necessary for the development to achieve sustaining occupancy.

75-81 Discuss the capture rate for the primary market area.

68-71 An evaluation of whether the projected initial rents for the development are or are not reasonably affordable by low and very low-income tenants and within the rental range for the comparable developments within the market area. Include market advantage/disadvantage analysis.

Addendum D A summary of qualifications for the individuals who participated in the development of the market study.

Transmittal Letter - Page 3 A signed written statement is required from the preparer of the market study which certifies that the market study is true and correct to the best of the professional's knowledge and belief, and that there is no identity of interest between the professional and the Applicant, Developer, Owner or the entity for whom the report is prepared.

PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

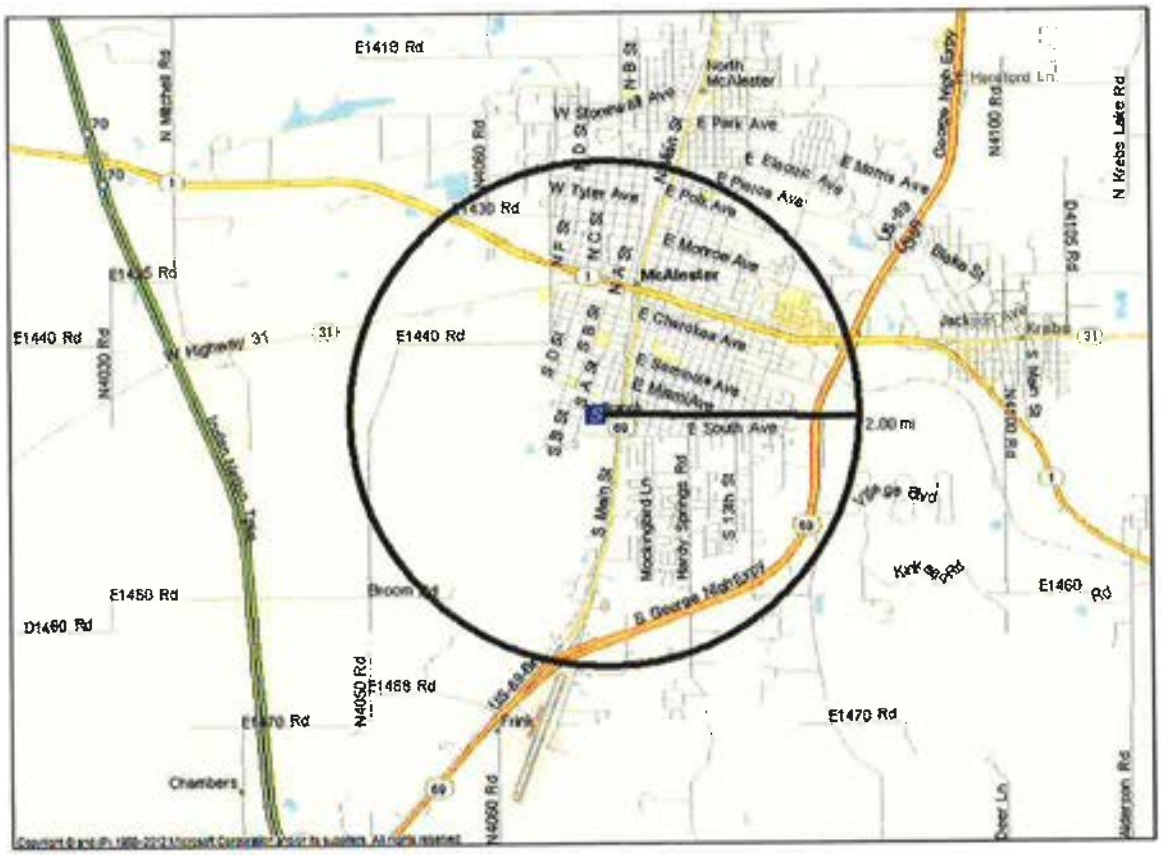
DESCRIPTION OF THE SITE

The location of a rental property can have a substantial negative or positive impact upon the performance, safety, and appeal of the project. The site description discusses the physical features of the site, as well as the layout, access issues, and traffic flow.

General:

Meadows at McAlester (Subject) will be located at the northeast corner of South A Street and V Hubert Smith Drive in McAlester, Pittsburg County, Oklahoma. The Subject will consist of 64 two- and three-bedroom units. The Subject will be restricted to households at the 30, 50 and 60 percent AMI levels. It should be noted that seven of the Subject's units will be restricted to tenants with physical disabilities.

Site Location Map



Size:	The Subject site is approximately 217,800 square feet or 5.0 acres.
Shape:	The site is rectangular in shape.
Frontage:	The Subject site has frontage along the east side of South A Street and the north side of V Hubert Smith Dr.
Topography:	The Subject site is generally level.
Utilities:	All utilities will be available to the site.
Adjacent Uses/Views:	Contiguous land uses surrounding the Subject consist of vacant, undeveloped land and many single family homes. Approximately 0.8 miles north, east, southeast, and west of the Subject site are single-family homes in average to good

condition. Single-family homes in the Subject's area have an average sale price of $162,292. According to the Census Bureau statistics, the median home value in the Subject's area is $114,999. Just south of the Subject is a place of worship. Approximately one mile from the Subject, along S Main Street, are small commercial uses such as Dollar General and Red Bud Shopping Center.

Access and Traffic Flow: The site is accessible from South A Street and V Hubert Smith Drive, which are a lightly trafficked. South A Street provides access to Highway 270, which is approximately one mile from the Subject Site. Highway 270 provides access to Indian Nation Turnpike, which connects to Interstate 40. Overall, accessibility to the Subject site is considered good. Traffic flow is considered to be light.

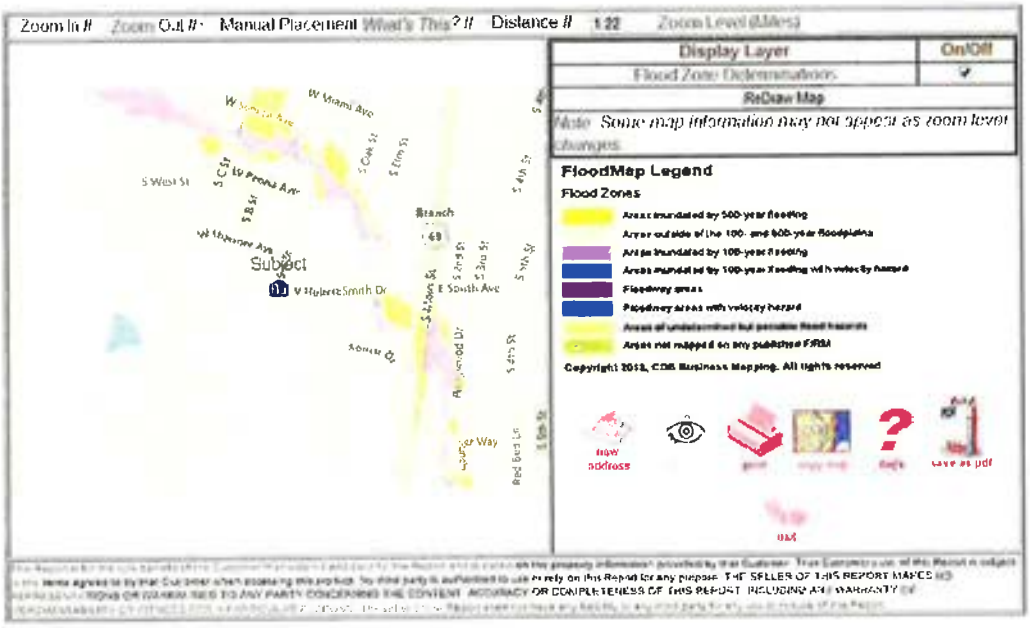
Layout/Curb Appeal: As a newly constructed development, the Subject will have excellent curb appeal.

Zoning: The Subject consists of one parcel in Pittsburg County. The Subject is currently zoned R-1-B (Single-family Residential District) According to conversations with the developer, the Subject site will be rezoned as R3 (Multiple Family Dwelling District) by late June. Multifamily developments in the R3 zone are required to have no less than 8,000 square feet plus an additional area of no less than 2,000 square feet for each family that is more than two, occupying a dwelling. The Subject will offer 64 units on approximately five acres, equating to a density of 12.8 units per acre. Therefore, the Subject will be a legal and conforming use, in the R3 zone.

Flood Plain: According to www.floodinsights.com, the Subject is located within Community Panel number 400170 0470E, dated July 22, 2010, which is an area outside of the 100 and 500-year flood plains. The flood map is illustrated below.

Zone	Community	Community Name	Panel	Panel Date	Cobra	Map Number
X	400173	MCALESTER CITY OF	0470E	July 22, 2010	OUT	40121C0470E

FIPS Code	Census Tract
40121	4064.00



Drainage: Drainage appears adequate; however, no specific tests were performed.

Environmental: We were not provided with an environmental assessment reports. We did not observe any obvious environmental hazards during our site inspection; however, we are not experts within this field.

Soil and Subsoil Conditions: We were not provided with soil surveys; however, the surrounding improvements in proximity to the Subject site suggest that the soils are adequate for the proposed development.

Detrimental Influences: At this time, we are unaware of any detrimental influences that would impact the value of the Subject.

Conclusion: According to conversations with the developer, the Subject site will be rezoned as R3 (Multiple Family Dwelling District) by late June. Overall, the site is physically capable of supporting a variety of legally permissible uses and is considered a desirable building site. As new construction, the Subject will have excellent curb appeal and provide excellent quality affordable housing.

DESCRIPTION OF THE IMPROVEMENTS

Our description of the improvements is based upon information provided by the developer. We assume that this information is accurate.

Meadows at McAlester (Subject) is the proposed new construction of a LIHTC development that will be located at the corner of South A Street and V Hubert Smith Drive in McAlester, Pittsburg County, Oklahoma. The Subject will consist of 64 two- and three-bedroom units. The Subject will be restricted to households at the 30, 50 and 60 percent AMI levels.

Date of Construction: Construction is anticipated to begin on March 1, 2015 with an estimated completion date of March 1, 2016.

Construction Type: The Subject will consist of four two-story buildings and one single-story clubhouse building. Construction will consist of a pitched roof and brick facades.

Unit Mix, Size, Rents: The proposed unit mix, unit sizes, and rents are illustrated on the table below. The Subject's proposed LIHTC rents are set below the maximum allowable levels, except for units at 30 percent of AMI. According to the client, the Subject is eligible to utilize national non-metropolitan rent and income limits.

PROPOSED RENTS

Unit Type	Unit Size (SF)	Number of Units	Asking Rent	Utility Allowance (1)	Gross Rent	2014 LIHTC Maximum Allowable Gross Rent	2014 HOME Maximum Allowable Gross Rent	2014 HUD Fair Market Rents
				30% AMI (Low HOME)				
2BR/2BA	1,029	3	$244	$116	$360	$360	$425	$659
				50% AMI				
2BR/2BA	1,029	14	$475	$116	$591	$601	-	$659
2BR/2BA*	1,029	3	$242	$116	$358	$601	-	$659
3BR/2BA	1,320	4	$550	$136	$686	$694	-	$821
				50% AMI (High HOME)				
2BR/2BA	1,029	8	$475	$116	$591	$601	$659	$659
				60% AMI				
2BR/2BA	1,029	24	$550	$116	$666	$721	-	$659
3BR/2BA	1,320	4	$650	$136	$786	$833	-	$821
3BR/2BA*	1,320	4	$348	$136	$484	$833	-	$821
Total		**64**						

Notes (1) Source of Utility Allowance provided by the Oklahoma Housing Finance Agency, effective 10/1/2013

* Units restricted to tenants with physical disabilities

Utility Structure: The tenants will be responsible all electric utilities. The landlord will be responsible for cold water, sewer, and trash expenses. We have utilized the Oklahoma Housing Finance Agency Utility Allowance for Pittsburg County, effective

October 1, 2013, to adjust the comparable properties. The developer's utility allowances match the housing agency figures and appear reasonable.

UTILITY ALLOWANCES

Utility	Paid By	Two-bedroom	Three-bedroom
Utilities-Electricity	Tenant	$38.00	$41.00
Utilities-Air Conditioning	Tenant	$14.00	$16.00
Utilities-Electric Heating	Tenant	$27.00	$34.00
Utilities-Electric Cooking	Tenant	$11.00	$13.00
Utilities-Electric Heated Hot Water	Tenant	$26.00	$32.00
Utilities-Water and Sewer Services	Landlord	$30.00	$34.00
Utilities-Trash Collection	Landlord	$18.00	$18.00
Total Utility Allowance		$164.00	$188.00
Total Tenant Paid Utilities		$116.00	$136.00

Source: Oklahoma Housing Finance Agency, effective 10/1/2013

NLA: According to the developer, the total net leasable area will equal 71,648 square feet.

Number of Stories: All residential buildings will be two-stories. There will be one single-story clubhouse building.

Community Amenities: The Subject's community amenities will include a community building with a computer lab, community room, exercise facility, playground, picnic area, library, storm shelter, splash pad, sidewalks and on-site management.

Unit Amenities: The Subject will offer an extensive in-unit amenities package including a patio/balcony, blinds, carpet, pre-wiring for cable/satellite/internet, central heating/air conditioning, coat closet, ceiling fan, exterior storage, in-unit washer/dryer, in-unit alarms and walk-in closets. Kitchen appliances will include a stove/oven, refrigerator, garbage disposal, dishwasher, and microwave.

Parking: The Subject will offer 96 uncovered parking spaces.

Americans with Disabilities Act 1990: Since the Subject will be newly constructed; we assume it will not have any violations of the Americans with Disabilities Act of 1990.

Quality of Construction: We assume the Subject will be constructed in a timely manner consistent with the information provided, using good quality materials in a professional manner.

Condition:	The Subject will be new construction. Therefore, it will be in excellent condition upon completion.
Functional Utility:	The Subject will be new construction and will not suffer from functional obsolescence.
Deferred Maintenance:	The Subject will be new construction and will not suffer from deferred maintenance.
Conclusion:	The finished product of the Subject will equal or surpass the quality of existing rental housing stock in the market area.

Reasonability of Rents
The table below illustrates the proposed rents at the Subject.

PROPOSED RENTS

Unit Type	Unit Size (SF)	Number of Units	Asking Rent	Utility Allowance (1)	Gross Rent	2014 LIHTC Maximum Allowable Gross Rent	2014 HOME Maximum Allowable Gross Rent	2014 HUD Fair Market Rents
				30% AMI (Low HOME)				
2BR/2BA	1,029	3	$244	$116	$360	$360	$425	$659
				50% AMI				
2BR/2BA	1,029	14	$475	$116	$591	$601	-	$659
2BR/2BA*	1,029	3	$242	$116	$358	$601	-	$659
3BR/2BA	1,320	4	$550	$136	$686	$694	-	$821
				50% AMI (High HOME)				
2BR/2BA	1,029	8	$475	$116	$591	$601	$659	$659
				60% AMI				
2BR/2BA	1,029	24	$550	$116	$666	$721	-	$659
3BR/2BA	1,320	4	$650	$136	$786	$833	-	$821
3BR/2BA*	1,320	4	$348	$136	$484	$833	-	$821
Total		64						

Notes (1) Source of Utility Allowance provided by the Oklahoma Housing Finance Agency, effective 10/1/2013

* Units restricted to tenants with physical disabilities

As illustrated, the Subject's proposed LIHTC rents are set slightly below the maximum allowable limits, except for the units at 30 percent of AMI.

Reasonability of LIHTC Rents
The Subject's proposed LIHTC rents are set below the maximum allowable level, with the exception of units at 30 percent AMI. We compared the net rents of the Subject with the net LIHTC rents of the comparable properties as detailed on the following tables. Rents have been adjusted for concessions and utilities.

It should be noted that none of the comparables offer units at 30 percent of AMI. The Subject's proposed units at 30 percent AMI are set at the maximum allowable level, and we believe maximum rents are achievable and reasonable based on the low set aside and overall performance of the market.

LIHTC Rent Comparison - @50%

Property Name	2BR	3BR
Meadows At Mcalester (Subject)	$242 & $475	$550
LIHTC Maximum (Net)	**$485**	**$558**
Parkway Village	$480	$545
Westridge Village	$480	$545
Westside Apartment Homes	$480	$545
Average (excluding Subject)	**$480**	**$545**

LIHTC Rent Comparison - @60%		
Property Name	2BR	3BR
Meadows At Mcalester (Subject)	$550	$348 & $650
LIHTC Maximum (Net)	**$605**	**$697**
Parkway Village	$505	$590
Westridge Village	$505	$575
Westside Apartment Homes	$505	$575
Average (excluding Subject)	**$505**	**$580**

Parkway Village, Westridge Village, and Westside Apartment Homes are all reporting rents below the maximum allowable levels at 50 and 60 percent of AMI. However, all of the properties are currently reporting 100 percent occupancy and lengthy waiting lists. Thus, it appears that these properties are not testing the market and higher rents are likely achievable.

The Subject will be in excellent condition, upon completion. The Subject will be most similar to Westridge Village and Westside Apartments Homes, as both of these properties were constructed in 2011 and will offer a similar condition to the Subject. Further, the Subject will have superior unit sizes. The Subject will offer at 11 to 12 percent advantage in regards to unit sizes, compared to the three LIHTC comparables. Further, the Subject will offer a superior in-unit amenity and community amenity package.

Overall, the Subject will be competitive or superior to LIHTC properties within the market. Given the market data, we believe the Subject's proposed rents at 50 and 60 percent of AMI, which are slightly below the maximum allowable levels, but above the rents at Parkway Village, Westridge Village, and Westside Apartment Homes, appears reasonable and will be achievable.

It should be noted that OHFA guidelines direct the market analyst to comment on the LIHTC rents. However, the guidelines may be less stringent and the thresholds may be less demanding than other underwriters. Other underwriters may have guidelines that are more restrictive than those of OHFA. This report is written to OHFA guidelines. Therefore, the conclusions contained herein may not be replicated by a more stringent analysis. We recommend that the sponsor understand all the guidelines of all those underwriting the Subject development to ensure the proposed rents are acceptable to all.

Achievable Market Rents

The maximum achievable market rents were determined by comparing the aesthetic quality, amenities, unit sizes, etc. to that of the market rate projects in the area. Novogradac & Company concluded that the Subject will be competitive with the market rate competition and achievable rents are within the market rental range. Achievable rents represent net market rate rent levels that we believe a project of the Subject's condition and quality could reasonably achieve.

The Subject will be most similar to The Timbers, as this property is the most newly constructed market comparable, constructed in 2000, and is currently in good condition. The Timbers will be slightly inferior in terms of condition compared to the Subject, upon completion. Thus, we believe the Subject could achieve rents above the surveyed average and slightly above the rents at The Timbers. Overall, we believe the Subject will be well received due to its excellent condition, amenities, and significant rent advantage over the comparable market rate developments.

Subject Comparison To Market Rents

Unit Type	Subject	Surveyed Min	Surveyed Max	Surveyed Average	Subject Rent Advantage
@30%					
2 BR	$244	$548	$680	$642	-65%
@50%					
2 BR	$242 & $475	$548	$680	$642	-32% to -65%
3 BR	$550	$824	$824	$824	-35%
@60%					
2 BR	$550	$548	$680	$642	-21%
3 BR	$348 & $650	$824	$824	$824	-24% to -59%

As illustrated above, the Subject's proposed LIHTC rent provide a significant rent advantage over NOVOCO's estimated achievable market rents. The following table illustrates the rent per square foot at the comparables, along with the rent per square foot of the Subject's achievable market rents.

Rent Per Square Foot

Unit Type	Minimum RPSF	Maximum RPSF	Average RPSF	Subject's Achievable Market Rent	Subject's Achievable RPSF
2BR	$0.48	$0.76	$0.60	$700	$0.68
3BR	$0.48	$0.69	$0.52	$800	$0.61

As illustrated, our concluded rent per square foot for the Subject's units is within the range of the comparables, and appears reasonable based on the Subject's significantly larger unit sizes.

Conclusion

Upon completion, the Subject will offer an excellent product with a generally superior amenities package and superior condition. The LIHTC properties illustrate all reported 100 percent occupancy, as well as lengthy waiting lists. The Subject's proposed LIHTC rents offer an advantage over the market average. The Subject's proposed LIHTC rents will provide a rent advantage over NOVOCO's estimated achievable market rent. Overall, we anticipate that the Subject will be well-received in the market.

DEMAND ANALYSIS

DEMAND ANALYSIS

Introduction

Meadows at McAlester is a proposed LIHTC/HOME development, and income limitations will restrict eligibility. We calculate the number of income-eligible residents in this section of the analysis.

LIHTC rents are based upon a percentage of the AMI, adjusted for household size and utilities. HUD estimates the relevant income levels, with annual updates. HUD rents are calculated assuming that the maximum net rent a household will pay is 35 percent of its income at the appropriate AMI levels. However, per OHFA guidelines, we have utilized 30 percent of income at appropriate AMI levels.

Household size is assumed to be 2.0 persons per bedroom for LIHTC rent calculation purposes. For LIHTC income purposes, the actual size of the household is used. To assess the likely number of tenants in the market area eligible to live in the Subject, we used Census information as provided by ESRI Demographics 2010.

Primary Market Area Defined

For the purposes of this study, it is necessary to define the market area, or the area from which potential tenants for the project are likely to be drawn. In some areas, residents are very much "neighborhood-oriented" and are generally very reluctant to move from the area in which they have grown up. In other areas, residents are much more mobile and will relocate to a completely new area, especially if there is an attraction such as affordable housing at below-market rents. The PMA is defined as most of Pittsburg County, which includes the cities of McAlester, Chambers, Canadian, and Haleyville. A map outlining this area can be found on the following page. As a result of our interviews and subsequent analysis, we believe the Subject will have some leakage from outside the PMA. We have estimated that 25 percent of potential tenants will come from outside these boundaries.

INCOME-ELIGIBLE CALCULATIONS

To establish the number of income-eligible potential tenants for the Subject, the calculations are as follows:

First, we estimate the Subject's minimum and maximum income levels for the proposed LIHTC development. HUD determines maximum income guidelines for tax credit properties, based on the AMI. The Subject is located in a rural area and therefore, is subject to national non-metro rent limits. Minimum income levels are calculated based on the assumption, in accordance with OHFA regulations, that lower income families should pay no more than 30 percent of their income to rent.

Secondly, we illustrate the household population segregated by income band in order to determine those who are income-qualified to reside in the Subject property. This income distribution was illustrated previously in the *Demographic Analysis* section of this report.

Third, we combine the allowable income range with the income distribution analysis in order to determine the number of potential income-qualified households. In some cases, the LIHTC income-eligible band overlaps with more than one Census income range. In those cases, the prorated share of more than one Census range will be calculated. This provides an estimate of the total number of households that are income-eligible. This also derives an estimate of the percentage of the households that are income-eligible, illustrated by AMI threshold.

INCOME LIMITS

Unit Type	Minimum Allowable Income	Maximum Allowable Income	Minimum Allowable Income	Maximum Allowable Income	Minimum Allowable Income	Maximum Allowable Income
	30% AMI		*50% AMI*		*60% AMI*	
2BR/1.5BA	$14,400	$14,430	$21,640	$24,050	$26,640	$28,860
3BR/2BA	-	-	$27,440	$28,850	$26,949	$34,620

*Income calculations are based on national non-metropolitan income restrictions

INCOME DISTRIBUTION 2013

Income Cohort	Total Renter Households	30% AMI			50% AMI			60% AMI			All Units		
		cohort overlap	% in cohort	# in cohort	cohort overlap	% in cohort	# in cohort	cohort overlap	% in cohort	# in cohort	cohort overlap	% in cohort	# in cohort
$0-9,999	570												
$10,000-19,999	1,056	30	0.30%	3							30	0.30%	3
$20,000-29,999	606				1,820	38.20%	231	3,350	33.50%	203	5,700	57.20%	346
$30,000-39,999	498							4,620	46.20%	230	4,620	46.20%	230
$40,000-49,999	342												
$50,000-59,999	293												
$60,000-74,999	204												
$75,000-99,999	251												
$100,000-124,999	122												
$125,000-149,999	38												
$150,000-199,999	64												
$200,000+	30												
Total	4,073		0.08%	3		5.54%	231		10.38%	433		13.96%	582

The previous table demonstrates that there are a total of 582 renter households within the Subject's PMA. Of these renter households, 0.08 percent are income eligible for the 30 percent units, 5.54 percent are income eligible for the 50 percent AMI units, 10.38 percent are income eligible for the 60 percent AMI units, and 13.96 percent are income eligible overall.

DEMAND ANALYSIS ONE—CAPTURE RATE ANALYSIS BY UNIT TYPE

In order to determine demand for the proposed market mix, we also analyzed the demand capture rates expected at the Subject by bedroom type. This analysis illustrates demand for all AMI levels.

The by-unit-type breakdown illustrates an ample level of demand at the all AMI levels when considered on a by-bedroom basis. The capture rates illustrated are moderate and indicative of sufficient demand.

The distribution of households by unit type is dependent on the following assumptions.

HOUSEHOLD DISTRIBUTION

75%	Of one-person households in 1BR units
20%	Of two-person households in 1BR units
25%	Of one-person households in 2BR units
80%	Of two-person households in 2BR units
80%	Of three-person households in 2BR units
70%	Of four-person households in 2BR units
20%	Of three-person households in 3BR units
30%	Of four-person households in 3BR units
100%	Of five-person households in 3BR units

30 percent AMI demand

PROJECTED RENTER HOUSEHOLD DEMAND BY BEDROOM TYPE

Renter Household Distribution 2013

	Renter Household Size Distribution	Total Number of Renter Households
1 person	37.2%	1,550
2 persons	25.2%	1,053
3 persons	16.8%	702
4 persons	11.7%	490
5+ persons	9.1%	378
Total	**100.0%**	**4,172**

Income-Qualified Renter Demand

	Total Number of Renter Households		% Income-Qualified Renter Households	Number Qualified Renter Households
1 person	1,550	x	0.1%	1
2 persons	1,053	x	0.1%	1
3 persons	702	x	0.1%	1
4 persons	490	x	0.1%	0
5+ persons	378	x	0.1%	0
Total	**4,172**			**3**

Projected Renter Household Demand by Bedroom Size

	Number of Qualified Renter Households
2BR/1.5BA	3
Total	**3**

Capture Rate Analysis - 30% AMI

	Developer's Unit Mix	Capture Rate
2BR/1.5BA	3	89.88%
Total/Overall	**3**	**89.88%**

Adjusted for Leakage from Outside of the PMA		*25%*
2BR/1.5BA	3	67.41%
Total/Overall	**3**	**67.41%**

50 percent AMI demand

PROJECTED RENTER HOUSEHOLD DEMAND BY BEDROOM TYPE

Renter Household Distribution 2013

	Renter Household Size Distribution	Total Number of Renter Households
1 person	37.2%	1,550
2 persons	25.2%	1,053
3 persons	16.8%	702
4 persons	11.7%	490
5+ persons	9.1%	378
Total	**100.0%**	**4,172**

Income-Qualified Renter Demand

	Total Number of Renter Households		% Income-Qualified Renter Households	Number Qualified Renter Households
1 person	1,550	x	5.5%	86
2 persons	1,053	x	5.5%	58
3 persons	702	x	5.5%	39
4 persons	490	x	5.5%	27
5+ persons	378	x	5.5%	21
Total	**4,172**			**231**

Projected Renter Household Demand by Bedroom Size

	Number of Qualified Renter Households
2BR/1.5BA	118
3BR	37
Total	**155**

Capture Rate Analysis - 50% AMI

	Developer's Unit Mix	Capture Rate
2BR/1.5BA	25	21.14%
3BR	4	10.85%
Total/Overall	**29**	**18.70%**

Adjusted for Leakage from Outside of the PMA			*25%*
2BR/1.5BA	28	17.76%	
3BR	4	8.14%	
Total/Overall	**32**	**15.47%**	

60 percent AMI demand

PROJECTED RENTER HOUSEHOLD DEMAND BY BEDROOM TYPE

Renter Household Distribution 2013

	Renter Household Size Distribution	Total Number of Renter Households
1 person	37.2%	1,550
2 persons	25.2%	1,053
3 persons	16.8%	702
4 persons	11.7%	490
5+ persons	9.1%	378
Total	**100.0%**	**4,172**

Income-Qualified Renter Demand

	Total Number of Renter Households		% Income-Qualified Renter Households	Number Qualified Renter Households
1 person	1,550	x	10.4%	161
2 persons	1,053	x	10.4%	109
3 persons	702	x	10.4%	73
4 persons	490	x	10.4%	51
5+ persons	378	x	10.4%	39
Total	**4,172**			**433**

Projected Renter Household Demand by Bedroom Size

	Number of Qualified Renter Households
2BR/1.5BA	222
3BR	69
Total	**291**

Capture Rate Analysis - 60% AMI

	Developer's Unit Mix	Capture Rate
2BR/1.5BA	24	10.83%
3BR	8	11.58%
Total/Overall	**32**	**10.83%**

Adjusted for Leakage from Outside of the PMA			*25%*
2BR/1.5BA	24	8.12%	
3BR	8	8.69%	
Total/Overall	**32**	**8.12%**	

All units demand

PROJECTED RENTER HOUSEHOLD DEMAND BY BEDROOM TYPE

Renter Household Distribution 2013

	Renter Household Size Distribution	Total Number of Renter Households
1 person	37.2%	1,550
2 persons	25.2%	1,053
3 persons	16.8%	702
4 persons	11.7%	490
5+ persons	9.1%	378
Total	**100.0%**	**4,172**

Income-Qualified Renter Demand

	Total Number of Renter Households		% Income-Qualified Renter Households	Number Qualified Renter Households
1 person	1,550	x	14.0%	216
2 persons	1,053	x	14.0%	147
3 persons	702	x	14.0%	98
4 persons	490	x	14.0%	68
5+ persons	378	x	14.0%	53
Total	**4,172**			**582**

Projected Renter Household Demand by Bedroom Size

	Number of Qualified Renter Households
2BR/1.5BA	298
3BR	93
Total	**391**

Capture Rate Analysis - All Units

	Developer's Unit Mix	Capture Rate
2BR/1.5BA	52	17.46%
3BR	12	12.93%
Total/Overall	**64**	**17.46%**

Adjusted for Leakage from Outside of the PMA *25%*

2BR/1.5BA	52	13.10%
3BR	12	9.69%
Total/Overall	**64**	**12.29%**

DEMAND ANALYSIS TWO – ANNUAL CAPTURE RATE ANALYSIS

The second calculation derives an estimated market capture rate based on per annum demand. This is an indication of the percentage of net demand capture that the Subject must attract in order to reach stabilized occupancy. This measure essentially takes the available household demand searching for apartments in the market area and deducts competition in order to determine net demand available to the Subject. The table below outlines the analysis of this methodology.

Annual Capture Rate Analysis

ANNUAL DEMAND

Calculation		PMA
Number of Renter Households in 2013		4,172
Increase in Number of Renter Households		(101)
Number of Renter Households in 2018		4,071
Existing Demand		
Percentage of Total Households that are Renter		27.5%
Percentage of Income-Qualified Renter Households		14.0%
Number of Income-Qualified Renter Households		582
Percentage of Rent-Overburdened		57.2%
Existing Income-Qualified Renter Household Turnover		333
New Income-Qualified Demand, Stated Annually		
Increase in Renter Households per Annum		(20)
Percentage of Income-Qualified Renter Households		14.0%
New Rental Income Qualified Households		**(3)**
Capture Rate Analysis		
Number of Units in Subject		64
Occupied Units at Subject With Vacancy of:	5%	61
Units Pre-Leased		0
Total Demand (Turnover and Growth) from within PMA		330
Portion Originating within PMA		75%
Total Demand (Turnover and Growth) from within PMA		440
Less: Existing LIHTC Projects in Absorption Process (Number of Units)	0	
Total Demand after Competition (Turnover and Growth)		**440**
Yielded Annual Capture Rate of Available Demand in 2014		**13.8%**

The annual demand for rental housing depends upon the following factors:

Existing households that live in the area but move to a new home: This phenomenon occurs because people are searching for better housing, more affordable housing, or housing in a desired location. The calculation begins by determining base level eligible renter demand in the year 2010. To determine how many of these households will be looking for rental units, we multiply the number by the estimated turnover rate. The 2000 CHAS data indicated that approximately 57.2 percent of renter households in the Subject's area pay 30 percent or higher of their annual wages towards housing costs, and is therefore considered rent-overburdened.

Population change as a result of new households moving in or out of the area: This was previously calculated, with an estimated renter household increase projected from 2013 to 2018.

Therefore, the yielded capture rate utilizing a 30 percent affordability factor is 13.8 percent of available demand per annum, for the Subject to achieve stabilization. This capture rate is reasonable and indicative of the need of quality affordable housing such as the Subject.

SUPPLEMENTAL DEMAND – PERSONS WITH PHYSICAL DISABILITIES

The Subject will offer seven units that target persons with physical handicaps.

Special Needs Capture Rate (Disabled)	
Total population in Pittsburg County, OK	44,703
Total number of people who suffer from a disability in Pittsburg County, OK	**9,563**
Percentage of people who suffer from a disability in Pittsburg County, OK	21.3%
Percentage of renters in PMA income qualified to reside at Subject	27.5%
Number of disabled income qualified in PMA to reside at Subject	**2,630**
Number of units at Subject targeting persons with disabilities	7
Capture rate for units targeting disabled tenants	**0.26%**

Source: American Community Survey , Novogradac & Company LLP, 6/2014

The number of disabled persons in Pittsburg County was quantified by disability data from the 2011 American Community Survey. According to this source, there are approximately 9,563 disabled persons in Pittsburg County. To determine the number of disabled people qualified to reside at the Subject, we applied the percentage of income-qualified renter households within the PMA to the number of disabled persons in Pittsburg County. Our calculations indicate that there are approximately 2,630 disabled persons income-qualified to reside at the Subject. The Subject will need to capture seven units, or 0.26 percent, of the disabled population. This capture rate is considered very low and extremely conservative due to the limited data available for disabled people in need of affordable housing.

Conclusion

The *Demand Analysis* illustrates demand for the Subject based on capture rates of income-eligible renter households. When viewing total income-eligible renter households the calculation illustrates capture rates of 13.01 for the two-bedroom units, 9.69 percent for the three-bedroom units, and 12.29 percent, overall. These capture rates are considered reasonable taking into account the other indications of demand.

To provide another level of analysis, we removed the households from the income-eligible renter demand pool that are currently suitably housed elsewhere in the PMA. We conducted an *annual demand analysis*, which is based on new income-eligible renter households moving into the area (in the Subject's first year of operation only) and those income-eligible renter households that are rent-overburdened (paying over 30 percent of income to living costs). This is a subset of the income-eligible renter households used previously and yields a far more conservative annual capture rate. This annual capture rate is 13.8 percent for the first year of operation. This suggests that the Subject will need to capture 13.8 percent of the available demand in its first year of operation in order to stabilize. This implies that no demand will be accommodated that is currently suitably housed elsewhere.

This calculation illustrates that there are approximately 400 units of affordable demand in the first year of the Subject's operation. The Subject will need to accommodate 61 units of demand in order to stabilize at 95 percent occupancy. Any unaccommodated households will most likely leave the PMA or remain rent-overburdened. The lack of available units will force many to look elsewhere.

Additionally, we provided a *supplemental demand analysis* regarding the number of individuals in McCurtain County and the PMA that suffer from a physical disability as the Subject will provide seven units to persons with physical disabilities. According to this analysis, there are 2,630 disabled persons income-qualified to reside at the Subject. The Subject will need to capture seven units, or 0.26 percent, of the disabled population.

The *annual demand analysis* removed the units that will be in lease-up after the most recent allocation rounds, and will be somewhat competitive with the Subject. As previously discussed, there are no competitive LIHTC developments currently proposed or under construction in the PMA. Therefore, we have not removed any units from the demand analysis. We believe the market demonstrates sufficient demand for the Subject's units.

CONCLUSIONS AND RECOMMENDATIONS

CONCLUSIONS AND RECOMMENDATIONS

- The Subject will consist of 64 total units in four two-story residential buildings and will target households at the 30, 50 and 60 percent AMI levels or less. Additionally, there will be one ancillary clubhouse building. Additionally, ten percent of the development, or seven units, will be reserved for tenants with physical disabilities.

- The general population increased within the PMA and MSA from 2000 to 2013. The general population is projected to decrease slightly through 2018 within the PMA. Both the PMA and the MSA population growths are forecasted to lag behind the nation through 2018. The total number of households is expected to decrease through 2018. However, decreases in population and households are common in rural locations. The average household size within the PMA is relatively large and bodes well for the Subject's larger unit types. The average household size is projected to remain below the national average through 2018. Lower income households within the PMA are a good indication of the need for affordable housing.

- The PMA includes various employment options for area residents, which include jobs in the health care/social assistance sectors, public administration, and retail trade. Employment opportunities are numerous at various skill levels. The SMA is still recovering from the recent economic recession, as indicated by its decreasing employment and increasing unemployment rate.

- The Subject's neighborhood appears to be a good location, in close proximity to area education, retail, and healthcare facilities. All necessary locational amenities are located near the Subject. The Subject will be a new development located on a currently vacant site in a southwest of downtown McAlester, Oklahoma.

- All of the comparables are located within the PMA. The comparable properties are all in fair to excellent condition, built or renovated between 1970 and 2011. The Subject will be new construction and in excellent condition, which will be superior to the majority of comparables properties in the market. The Subject's unit sizes have an advantage in comparison to the range of comparable market unit sizes. Additionally, the proposed in-unit and common area amenities are generally similar to superior to what is currently offered in the market. Further, due to the overall low supply of non-subsidized multifamily development in the Subject's immediate area, we believe the Subject will be well accepted within this market.

- The Demand Analysis illustrates demand for the Subject based on capture rates of income-eligible renter households. When viewing total income-eligible renter households the calculation illustrates capture rates of 13.01 for the two-bedroom units, 9.69 percent for the three-bedroom units, and 12.29 percent, overall. These capture rates are considered reasonable taking into account the other indications of demand.

  To provide another level of analysis, we removed the households from the income-eligible renter demand pool that are currently suitably housed elsewhere in the PMA. We conducted an annual demand analysis, which is based on new income-eligible renter households moving

into the area (in the Subject's first year of operation only) and those income-eligible renter households that are rent-overburdened (paying over 30 percent of income to living costs). This is a subset of the income-eligible renter households used previously and yields a far more conservative annual capture rate. This annual capture rate is 13.8 percent for the first year of operation. This suggests that the Subject will need to capture 13.8 percent of the available demand in its first year of operation in order to stabilize. This implies that no demand will be accommodated that is currently suitably housed elsewhere.

Additionally, we provided a supplemental demand analysis regarding the number of individuals in McCurtain County and the PMA that suffer from a physical disability as the Subject will provide seven units to persons with physical disabilities. According to this analysis, there are 2,630 disabled persons income-qualified to reside at the Subject. The Subject will need to capture seven units, or 0.26 percent, of the disabled population.

- Overall, the Subject will be competitive or superior to LIHTC properties within the market. Given the market data, we believe the Subject's proposed rents at 50 and 60 percent of AMI, which are slightly below the maximum allowable levels, but above the rents at Parkway Village, Westridge Village, and Westside Apartment Homes, appear reasonable and will be achievable.

ADDENDUM A

Assumptions and Limiting Conditions

ASSUMPTIONS AND LIMITING CONDITIONS

1. In the event that the client provided a legal description, building plans, title policy and/or survey, etc., the consultant has relied extensively upon such data in the formulation of all analyses.

2. The legal description as supplied by the client is assumed to be correct and the consultant assumes no responsibility for legal matters, and renders no opinion of property title, which is assumed to be good and merchantable.

3. All information contained in the report, which others furnished, was assumed to be true, correct, and reliable. A reasonable effort was made to verify such information, but the author assumes no responsibility for its accuracy.

4. The report was made assuming responsible ownership and capable management of the property. The analyses and projections are based on the basic assumption that the apartment complex will be managed and staffed by competent personnel and that the property will be professionally advertised and aggressively promoted

5. The sketches, photographs, and other exhibits in this report are solely for the purpose of assisting the reader in visualizing the property. The author made no property survey, and assumes no liability in connection with such matters. It was also assumed there is no property encroachment or trespass unless noted in the report.

6. The author of this report assumes no responsibility for hidden or unapparent conditions of the property, subsoil, or structures, or the correction of any defects now existing or that may develop in the future. Equipment components were assumed in good working condition unless otherwise stated in this report.

7. It is assumed that there are no hidden or unapparent conditions for the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover such factors. The investigation made it reasonable to assume, for report purposes, that no insulation or other product banned by the Consumer Product Safety Commission has been introduced into the Subject premises. Visual inspection by the consultant did not indicate the presence of any hazardous waste. It is suggested the client obtain a professional environmental hazard survey to further define the condition of the Subject soil if they deem necessary.

8. A consulting analysis market study for a property is made as of a certain day. Due to the principles of change and anticipation, the value estimate is only valid as of the date of valuation. The real estate market is non-static and change and market anticipation is analyzed as of a specific date in time and is only valid as of the specified date.

9. Possession of the report, or a copy thereof, does not carry with it the right of publication, nor may it be reproduced in whole or in part, in any manner, by any person, without the prior written consent of the author particularly as to value conclusions, the identity of the

author or the firm with which he or she is connected. Neither all nor any part of the report,

or copy thereof shall be disseminated to the general public by the use of advertising, public relations, news, sales, or other media for public communication without the prior written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organizations of which the appraiser is a member be identified without written consent of the appraiser.

10. Disclosure of the contents of this report is governed by the Bylaws and Regulations of the professional appraisal organization with which the appraiser is affiliated: specifically, the Appraisal Institute.

11. The author of this report is not required to give testimony or attendance in legal or other proceedings relative to this report or to the Subject property unless satisfactory additional arrangements are made prior to the need for such services.

12. The opinions contained in this report are those of the author and no responsibility is accepted by the author for the results of actions taken by others based on information contained herein.

13. All applicable zoning and use regulations and restrictions are assumed to have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

14. It is assumed that all required licenses, permits, covenants or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which conclusions contained in this report is based.

15. On all proposed developments, subject to satisfactory completion, repairs, or alterations, the consulting report is contingent upon completion of the improvements in a workmanlike manner and in a reasonable period of time with good quality materials.

16. All general codes, ordinances, regulations, or statutes affecting the property have been and will be enforced and the property is not subject to flood plain or utility restrictions or moratoriums except as reported to the consultant and contained in this report.

17. The party for whom this report is prepared has reported to the consultant there are no original existing condition or development plans that would Subject this property to the regulations of the Securities and Exchange Commission or similar agencies on the state or local level.

18. Unless stated otherwise, no percolation tests have been performed on this property. In making the appraisal, it has been assumed the property is capable of passing such tests so as to be developable to its highest and best use, as detailed in this report.

19. No in-depth inspection was made of existing plumbing (including well and septic), electrical, or heating systems. The consultant does not warrant the condition or adequacy of such systems.

20. No in-depth inspection of existing insulation was made. It is specifically assumed no Urea Formaldehyde Foam Insulation (UFFI), or any other product banned or discouraged by the Consumer Product Safety Commission has been introduced into the appraised property. The appraiser reserves the right to review and/or modify this appraisal if said insulation exists on the Subject property.

21. Acceptance of and/or use of this report constitute acceptance of all assumptions and the above conditions. Estimates presented in this report are not valid for syndication purposes.

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	18
Department:	Community & Economic Development	**Account Code:**	
Prepared By:	Leroy Alsup, Director	**Budgeted Amount:**	
Date Prepared:	June 3, 2015	**Exhibits:**	4

Subject

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

Recommendation

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

Discussion

- The McAlester Defense Support Association (MDSA) and the City of McAlester received a 2013 Oklahoma Strategic Military Planning Commission (OSMPC) Incentive Award to fund professional consulting services for the development of a multifaceted Defense Sector Strategic Plan to protect and grow the defense and homeland security segment of the Southeast Oklahoma Economy.
  - 2013 OSMPC Award $260,000
  - Local Match (10%) $ 26,000

    Total 2013 Project $286,000

- A detail Request for Proposal (RFP) was issued jointly by MDSA and the City of McAlester. The scope of services requested in the RFP was developed by City Staff from reviewing previous studies prepared for other Defense Communities and a series of discussions with MDSA, McAAP and Choctaw Defense leadership on the key elements they felt should be addressed in a strategic plan to serve their specific needs in the future and generally to protect and grow the defense and homeland security segment of the Southeast Oklahoma Economy.

  City staff contacted other defense communities and searched the internet to develop a target list of professional firms that had prior experience preparing communities for previous rounds of Base Realignment and Closure (BRAC) efforts and/or developing general defense sector strategic plans. In addition, City Staff had the Association of Defense Communities organization place an announcement about our RFP on their website and distribute the announcement through their newsletters. In all, the RFP was distributed to fifteen professional firms that had the qualifications and experience to develop a Defense Sector Strategy Plan.

  The City received quality RFP responses from the six firms identified below.

Firms that responded to McAlester's RFP	
1	The Spectrum Group/The Principi Group
2	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
3	Whitney, Bradley & Brown, Inc. (WBB)
4	Logistics Specialties, Inc. (LSI)
5	The Roosevelt Group
6	Thomas Cole and Associates (TCA)

- A Defense Sector Strategic Plan Committee was organized to manage and oversee the Defense Sector Strategic Planning Process. The make-up of the committee consisted of City Staff, MDSA Leadership, along with key representatives from McAAP and Choctaw Defense.

McAlester Defense Sector Strategic Plan Committee		
	Name	Organization
1	Mark Jordon	MDSA Chairman
2	H. Gene Walker	MDSA- Vice Chairman
3	Mayor Steve Harrison	City/MDSA Exec Committee
4	Jerry Beaver	DAC/FMA
5	Brian Lott	McAAP/FMA
6	Steve Cox	McAAP/FMA
7	Brad Rutledge	McAAP/FMA
8	Stephen Benefield	Choctaw Defense
9	Keith Briem	Choctaw Defense
10	Pete Stasiak	City of McAlester/ MDSA
11	Kirk Ridenour	City of McAlester
12	Leroy Alsup	City/MDSA Exec Committee

The committee reviewed the six RFP responses received, utilizing matrix spreadsheets on the evaluation criteria set forth in the RFP document and an evaluation of the fee structure proposed by the respondents. Initially, the committee narrowed the list of consultants to two finalists. After, further review the committee determined to invite one firm for a McAlester Site Visit. In February, 2015 The Spectrum Group/The Principi Group spent the day in McAlester for the following activities.

1. Briefing & Tour of McAlester Army Ammunition Plant McAAP
2. Briefing & Tour of Choctaw Defense
3. Formal Presentation of their RFP response by the Spectrum/Principi Group
4. Question and Answer Session with McAlester Committee

- **Formal Recommendation**

Based on the input received by McAAP and Choctaw leadership that participated in the briefing and tours

of the respective facilities; an analysis of the qualifications and experience of the Spectrum/Principi Group; their project approach outlined in their RFP response and their demonstrated understanding of the scope of services to be performed, the McAlester Defense Sector Strategic Plan Committee unanimously decided to negotiate a Professional Service Agreement with the Spectrum/Principi Group and to recommend to the City Council that they be retained to complete the Defense Sector Strategic Plan.

A summary of the Professional Services Agreement outlining the general terms and scope of services to be provided by the Spectrum/Principi Group is attached to this agenda report. Further, Exhibit I showing the Fee Schedule for the Professional Services Agreement is attached as well.

Attachments:
1. Summary of Professional Services Agreement for the Defense Sector Strategic Plan
2. Exhibit I- Defense Sector Strategic Plan Fee Schedule
3. Excerpt from TSG/TPG RFP Response- Highlights of Firm's Qualifications & Experience
4. Draft Professional Services Agreement with The Spectrum Group/The Principi Group (TSG/TPG)- (*May be distributed under separate cover*)

Approved By

		Initial	*Date*
Department Head	L. Alsup	LA	06/03/2015
City Manager	P. Stasiak	PJS	

Project: **McAlester Defense Sector Strategic Plan**
Objective: **To Protect and Grow the Defense Sector Jobs in Southeast Oklahoma**

A multifaceted strategic plan focused on ensuring the long-term viability of the McAlester Army Ammunition Plant (McAAP), Choctaw Defense and all Southeast Oklahoma Defense and Homeland Security related industries in the challenging environment of projected reductions in future Department of Defense (DOD) budgets and announced actions to reduce Military force structure, weapon systems and expenditures and to provide on-going technical assistance promoting Defense and Homeland Security related interests in Southeast Oklahoma throughout the term of the Professional Services Agreement.

- **Parties to the Defense Sector Strategic Plan Professional Services Agreement**
  1. The Spectrum Group & The Principi Group.
  2. The City of McAlester & the McAlester Defense Support Association (501 C 6).

- **Term of the Professional Services Agreement**
  1. Base Year of Agreement- July 1, 2015 through June 30, 2016
     - Includes Option I- 2nd MDSA Stampede if we move the Stampede back to the spring time frame in 2016. Subject to approval of the McAlester City Council.

  2. 2nd Year of the Professional Services Agreement- July 1, 2016 through June 30, 2017
     - Subject to renewal approval of the McAlester City Council.

  3. 3rd Year of the Professional Services Agreement- July 1, 2017 through June 30, 2018
     - Subject to renewal approval of the McAlester City Council.

- **Schedule of Payments (See Exhibit 1- Fee Schedule)**
  - 15% of the sum for each task to be held as retainage to be paid when that tasks is completed.
  - 85% of the sum for all of the tasks will be paid to TSG/TPG over 12 equal installments starting with the first payment due upon execution of the agreement.
  - Expense items such as Travel will be expensed and paid as it occurs.

- **Lobbying Activities**
  The OSMPC Incentive Award Funds ($260,000) and MDSA Funds cannot be utilized to pay for lobbying activities. City Funds will be utilized to pay for the lobbying portion of the professional services provided. The City Funds utilized to pay for lobbying activities will count towards the 10% match ($26,000) required for the OSMPC Incentive Award.

- **Highlights of the major elements of Professional Services to be provided**

  1. **Mission Realignments and Base Closures**
     Pre-Planning utilizing a SWOT (*Strengths/Weaknesses/Opportunities/Threats*) analysis format for anticipated 2017 BRAC and/or other mechanisms or DOD efforts in lieu of an actual BRAC, such as those listed below, that might be utilized to achieve the desired mission realignments and base closures.
     - Sequestration & other Budget Constraints.
     - Defense Industrial Base Assessments (i.e., McKinsey Ammunition Industrial Base Strategic Analysis).
     - 10 U. S. C. Sec. 2687- This federal law requires DOD to provide Congress 60 days to review proposed realignments that exceed certain personnel thresholds if it intends to close or realign bases when a BRAC round is not in force.

- Identification of any changes in McAAP or community circumstances since the last BRAC in 2005 and an analysis of how these changes will impact future BRAC or any DOD Defense Industrial Base Assessment Study evaluation criteria scores as a result.
- Identification and analysis of specific projects or activities in priority order that would enhance potential BRAC or any DOD Defense Industrial Base Assessment Study evaluation criteria scores.
  - Provide a Detailed Action Plan for each project.
- Identification of any McAAP mission areas potentially vulnerable to competitors.
  - Provide a mission specific analysis to mitigate any identified McAAP weaknesses and increase the opportunity to retain the mission at McAAP.

Footnote- the SWOT analysis completed for the Mission Realignment and Base Closure Task will be comprehensive in nature and address all applicable tasks included in the scope of services and will form the basis for the detailed action plans for the other tasks. The SWOT analysis will be supplemented as needed to ensure the detailed action plan for each task is comprehensive.

2. **Relocation Decisions for Existing Missions and Bed-Down Decisions for New Missions**
   - Identification of specific military missions at other installations that might be relocated in the future (whether the result of a future BRAC or other DOD Defense Industrial Base Assessment Studies) that could be housed at McAAP either in full or select portions thereof.
     - Detailed analysis of whether McAAP should pursue housing the entire mission or select components of the mission.
   - Identification of new DOD mission opportunities, including compatible missions from federal agencies other than the DOD, such as Homeland Security, etc., that would be an opportunity for either McAAP, Choctaw Defense or any other Southeast Oklahoma Defense Industry.
     - For each mission or portion thereof identified, prepare a Detailed Action Plan.

3. **Military Construction (MILCON)**
   - Work with McAAP to identify construction, maintenance, equipping and repair projects necessary for McAAP:
     - To sustain and grow existing missions and defense industry subcontracts.
     - To be competitive to house missions that might be relocated from other installations.
     - To attract new military missions and defense industry subcontracts.
     - To remain in the forefront on new technologies and production processes.
   - Prepare a Detailed Action Plan for the construction, maintenance, equipping and repair projects identified;
   - Assist the City and MDSA in advocating projects through the Joint Munitions Command, the Army Materiel Command and HQDA to insure the projects receive proper consideration and remain on the priority list and;
   - Assist the City & MDSA in preparing requests to the Oklahoma congressional delegation for defense authorization bills, report language and defense appropriations program funding to implement the base construction, maintenance, equipping and repair projects identified.

4. **Capturing Additional Subcontract Opportunities**
   - Development of a strategy to assist McAAP in capturing additional subcontract opportunities from current private Defense Contractors using McAAP Services- General Dynamics, Raytheon, Textron, Boeing, Ellwood, National Forge, DE Technologies, NAMMO, National Technical Systems, Siemens, and Government Technologies. Further, explore any opportunities that might exist for Choctaw Defense or any other Southeast Oklahoma Defense Industries.

- Identification of other private Defense Contractors that have current or future subcontracting opportunities that would be opportunities for McAAP, Choctaw Defense or any other Southeast Oklahoma Defense Contractor.
- Prepare a Detailed Action Plan for each identified opportunity.

5. **Recruitment of Defense Contractor Production Facilities to McAlester Area**
   - Identification of any existing Defense Contractor production facilities that would gain economic advantages or other benefits by relocating their existing production facilities or parts thereof to the McAlester area.
   - Identification of future Defense Contractor production efforts that will be coming on line in the near term that will generate expansion opportunities for new facilities that could be sited in the McAlester area.
   - Prepare a Detailed Action Plan for each identified opportunity.

6. **New Technology and Future Generation Munitions**
   - Identification of research and development efforts that will enhance current technology, create new generations of munitions or other defense products, or develop new, more cost effective production processes.
   - Develop strategy to make sure that McAAP, Choctaw Defense and other Defense Industries in Southeast Oklahoma have the technology, skilled workforce, production tooling and facilities to produce future generation munitions or other defense products as technology advances.
   - Prepare a Detailed Action Plan for each identified opportunity.

7. **Annual MDSA Stampede Event in Washington, D.C.**
   - Consultant to provide technical assistance to the City and the MDSA in their efforts to establish the goals and objectives of the Annual Stampede Event.
   - Consultant will do the necessary scheduling of visits, meetings, and receptions; inclusive of but not limited to:
     - Army, Pentagon and other DOD leadership
     - Oklahoma Congressional Delegation
     - Congressional Oversight Committee Professional Staff
     - House & Senate Armed Services Committees
     - House & Senate Appropriations (Defense Subcommittees)
     - House & Senate Military Construction and Related Agencies
     - House & Senate Army Caucus
     - Other relevant government agency and public policy research institution representatives
   - In addition to organizing, scheduling, and executing the event, the Consultant shall ensure that the Stampede participants are adequately prepared for the event by developing White Papers, Q & A, and Information Packets on the pertinent issues and items of interest associated with the meetings.
   - Throughout the term of the Agreement, the Consultant shall provide technical assistance to the City and MDSA to support the mission of the annual Stampede Event.

8. **Legislative/DOD Monitoring and Advocacy Services**
   - Consultant shall provide Legislative/DOD Monitoring Services throughout the term of the Agreement, inclusive of but not limited to:
     - Keeping the City and MDSA abreast of pending federal legislation & budgeting issues.
     - Keeping the City and MDSA abreast of future military/defense sector strategies & planning.

- Provide monthly activity reports, periodic "spot" reports on legislative activities of interest and concern and periodic teleconferences with the City and MDSA.

- Consultant shall provide Advocacy Services throughout the term of the Agreement, inclusive of but not limited to:
  - Maintain relationships with top-level officials within the Department of Defense and the U.S. Congress (i.e. the Oklahoma Delegation and the Defense Oversight Committees) in order to advocate for and promote the missions of McAAP, Choctaw Defense and all Southeast Oklahoma Defense and Homeland Security related industries.
  - Assist in facilitating meetings with key top-level Executive and Congressional officials when local and state officials visit Washington, D.C., or when officials visit McAAP.
  - Assist MDSA in developing legislative priorities for McAAP, Choctaw Defense and all Southeast Oklahoma Defense and Homeland Security related industries as well as the legislative strategies to ensure authorization and appropriations of funds to support the priority initiatives.
  - Conduct periodic meetings with members and staff of the Oklahoma Delegation to keep them apprised of issues impacting McAAP, Choctaw Defense and all Southeast Oklahoma Defense and Homeland Security related industries and to coordinate actions that complement their objectives and priorities.
  - Work with the MDSA in developing responses to decisions under consideration by the Executive and Congressional Branches that impact on McAAP Choctaw Defense and all Southeast Oklahoma Defense and Homeland Security related industries.
  - Assist the City and MDSA in their actions as an advocate to support decisions favorable to our local defense sector facilities.

Exhibit I

McAlester Defense Sector Strategic Plan Fee Schedule

Professional Services Agreement with The Spectrum Group/The Principi Group (TSG/TPG)

Task Description	Total Fees	Schedule of Payments: 12-Monthly Payments	Schedule of Payments: 15% Retainage[2]	Schedule of Payments: Paid as Occurred[3]	Lobbying[4]: Percentage	Lobbying[4]: Amount	Funding Source: OSMPC Funds	Funding Source: City Funds	Funding Source: MDSA Funds	Funding Source: Total Funds
▶ Base Year Professional Services										
(July 1, 2015 through June 30, 2016)										
[4] Lobbying Percentage based on May 20, 2015 email input from The Spectrum Group/The Principi Group. All Lobbying Expenses shall be paid from City of McAlester Funds.										
• Mission Realignment/Base Closure Preparation *(BRAC or DOD efforts in lieu of a formal BRAC)*	$95,000	$80,750	$14,250	$0	0%	$0	$95,000	$0	$0	$95,000
• Relocation Existing Missions/Bed Down New Missions	$35,000	$29,750	$5,250	$0	10%	$3,500	$31,500	$3,500	$0	$35,000
• MILCON & Other Funding Options	$25,000	$21,250	$3,750	$0	30%	$7,500	$17,500	$7,500	$0	$25,000
• Capturing Addtl Subcontract Opportunities	$20,000	$17,000	$3,000	$0	0%	$0	$20,000	$0	$0	$20,000
• Recruitment of Defense Contractor Production Facilities	$20,000	$17,000	$3,000	$0	0%	$0	$20,000	$0	$0	$20,000
• New Technology/Future Generation Munitions	$20,000	$17,000	$3,000	$0	0%	$0	$20,000	$0	$0	$20,000
• MDSA Stampede (Sept 28th through October 1st) *(Includes the Legislative/DOD Monitoring & Advocacy items in the RFP response from TSG & TPG)*	$15,000	$12,750	$2,250	$0	20%	$3,000	$12,000	$3,000	$0	$15,000
• Legislative/DOD Monitoring & Advocacy *Activities not included in TSG & TPG RFP Response*	$30,000	$25,500	$4,500	$0	20%	$6,000	$24,000	$6,000		$30,000
▶ Base Year Subtotal	$260,000	$221,000	$39,000	$0		$20,000	$240,000	$20,000	$0	$260,000
[1] Monthly Fee Payment		$18,417 [1]								
[2] Retainage Paid when Task is Completed										
[3] Travel Expensed when it Occurs										
• Travel Expense (Capped at 20-Man Trips)	$30,000	$0	$0	$30,000	0%	$0	$20,000	$5,000	$5,000	$30,000
▶ Base Year Total	$290,000	$221,000	$39,000	$30,000		$20,000	$260,000	$25,000	$5,000	$290,000
▶ Base Year Option 1- 2nd MDSA Stampede Event *(Subject to City Council Approval)*	$15,000	$0	$15,000	$0	20%	$3,000	$0	$7,500	$7,500	$15,000
▶ Base Year Total with Option I Exercised	$305,000	$221,000	$54,000	$30,000		$23,000	$260,000	$32,500	$12,500	$305,000

Exhibit I

McAlester Defense Sector Strategic Plan Fee Schedule

Professional Services Agreement with The Spectrum Group/The Principi Group (TSG/TPG)

Task Description	Total Fees	Schedule of Payments: 12-Monthly Payments	Schedule of Payments: 15% Retainage[2]	Schedule of Payments: Paid as Occurred[3]	Lobbying[4]: Percentage	Lobbying[4]: Amount	Funding Source: OSMPC Funds	Funding Source: City Funds	Funding Source: MDSA Funds	Funding Source: Total Funds
▶ 2nd Year Professional Services										
(July 1, 2016 through June 30, 2017)										
(Subject to City Council Approval)										
• MDSA Stampede - Dates TBD	$18,000	$15,300	$2,700	$0	20%	$3,600	$0	$18,000	$0	$18,000
• Legislative/DOD Monitoring & Advocacy	$42,000	$42,000	$0	$0	20%	$8,400	$0	$21,000	$21,000	$42,000
	$60,000	$57,300	$2,700	$0		$12,000	$0	$39,000	$21,000	$60,000
[1] *Monthly Fee Payment*		$4,775								
• Travel Expense	$4,000	$0	$0	$4,000	0%	$0	$0	$0	$4,000	$4,000
▶ 2nd Year Total	$64,000	$57,300	$2,700	$4,000		$12,000	$0	$39,000	$25,000	$64,000
▶ 3rd Year Professional Services										
(July 1, 2017 through June 30, 2018)										
(Subject to City Council Approval)										
• MDSA Stampede - Dates TBD	$18,000	$15,300	$2,700	$0	20%	$3,600	$0	$18,000	$0	$18,000
• Legislative/DOD Monitoring & Advocacy	$42,000	$42,000	$0	$0	20%	$8,400	$0	$21,000	$21,000	$42,000
	$60,000	$57,300	$2,700	$0		$12,000	$0	$39,000	$21,000	$60,000
[1] *Monthly Fee Payment*		$4,775								
• Travel Expense	$4,000	$0	$0	$4,000	0%	$0	$0	$0	$4,000	$4,000
▶ 3rd Year Total	$64,000	$57,300	$2,700	$4,000		$12,000	$0	$39,000	$25,000	$64,000
▶▶ Three-Year Total	$433,000	$335,600	$59,400	$38,000		$47,000	$260,000	$110,500	$62,500	$433,000

THE SPECTRUM GROUP

TPG
THE PRINCIPI GROUP, LLC

Community & Economic Development Department
DEC 15 2014
Received

Technical Proposal

to:

The City of McAlester and

The McAlester Defense Support Association (MDSA)

McAlester OK

Submitted: December 15, 2014

Prepared for:

Mr. Leroy D. Alsup
Community and Economic Development Director
City Of McAlester
28 East Washington Avenue
McAlester, OK 74501

Prepared by:

The SPECTRUM Group
11 Canal Center Plaza, Suite 300
Alexandria, VA 22314
POC: Gregory Sharp
Tel: 703-683-4222

"Proposal includes data that shall not be disclosed outside McAlester, OK and shall not be duplicated, used, or disclosed-in whole or in part- for any purpose other than to evaluate the proposal or quotation. If however, a contract is awarded to this offer or quoter as a result of-or in conjunction with- the submission of this data, McAlester, OK shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit McAlester's right to use information contained in the data if it is obtained from another source without restriction."

THE
SPECTRUM
GROUP

TPG
THE PRINCIPI GROUP, LLC

December 15, 2014

Mr. Leroy D. Alsup
Community and Economic Development Director
City of McAlester
28 East Washington Avenue
McAlester, OK 74501

Dear Mr. Alsup:

The SPECTRUM Group / The Principi Group (TSG/TPG Team) is pleased to submit this proposal to the City of McAlester and the McAlester Defense Support Association (MDSA) to ensure McAlester Army Ammunition Plant (McAAP) is ideally positioned to survive a future Base Realignment and Closure (BRAC) and prepared for new roles and missions as other facilities are closed or their missions redefined. Additionally we want to ensure the long-term viability of Choctaw Defense and all Southeast Oklahoma Defense and Homeland Security related missions.

Contracting with the TSG/TPG Team will provide the "best buy" for the City and MDSA because of the depth of our experience and understanding of the BRAC criteria and the potential impact on your military installation and community. Our unique Team of military and civilian experts is second-to-none. Our Team includes the former Chairman of the 2005 BRAC Commission and the Army Team Lead on the Commission; former senior military leaders in the military services to include former Army Program Executive officers (PEO) for ammunition; and congressional experts. To assist these senior leaders, we have a Team of knowledgeable subject matter experts who have worked on BRAC both inside and outside the Pentagon. During previous BRAC rounds, we worked side by side with more than 44 communities in support of their installation and facilities, and we were successful in enabling many of those communities not only to protect but to expand their assets.

We believe there is no other organization in the country that approaches the depth of insight and experience with the military and the BRAC than the TSG/TPG Team. We are organized and positioned to successfully execute all nine tasks described in the Required Scope of Services. The personnel that will be dedicated to this project have extensive military, community, and legislative experience at the highest levels. We know the military, its mission, force structure, weapons procurement activity, logistics support, and readiness requirements. We are particularly knowledgeable in the BRAC process and its criteria for evaluating an installation, as well as the interlocking relationships with community development. We also fully understand the concerns of local, state, and federal officials, and have comprehensive working knowledge of the federal legislative and budgetary processes.

11 CANAL CENTER PLAZA, SUITE 300, ALEXANDRIA, VA 22314
703.683.4222 | 703.683.0645 FAX

The nine tasks as presented are clear and readily attainable. In order to make it economically efficient, and to assure that maximum results are achieved, we will utilize our proven methodology for conducting the research and assessment of the community. We will conduct this detailed assessment during the period of five months after contract award in concert with the community leaders to determine the strengths and weaknesses of the base and the surrounding community. The remaining eight tasks will commence upon contract award and will use the results of the comprehensive SWOT to focus their Detailed Action Plans. This comprehensive SWOT assessment will serve as the foundation for the remaining eight tasks and is the most cost effective and efficient way to proceed.

TSG/TPG confirms that there are no conflicts of interest for the firm or its members. Should we identify any potential conflict of interest, we will immediately notify the City and MDSA or final determination.

If you have any questions or require clarification concerning any portion of this proposal, please feel free to contact either of us at our Virginia office, 11 Canal Center Plaza, Suite 300, Alexandria, Virginia, at 703-683-4222. We look forward to working with you and the officials of the City of McAlester and MDSA on this most important project.

Sincerely,

Gregory L. Sharp
President
The SPECTRUM Group

Anthony Principi
Principal
The Principi Group

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A. QUALIFICATIONS

A.1 Consulting Experience and Technical Competence

The SPECTRUM Group and their strategic partner The Principi Group Team (TSG/TPG Team) is pleased to submit this proposal to The City of McAlester, Oklahoma and the McAlester Defense Support Association (MDSA) to ensure McAlester Army Ammunitions Plant (McAAP) and the Community are ideally positioned to successfully negotiate future BRAC rounds and is prepared for new roles and missions. This will lead to an expanded business base and new jobs in the community. As clearly demonstrated in this proposal, the TSG/TPG Team has vast experience that they will bring to the City and the MDSA in developing a multifaceted McAlester Defense Sector Economic Development Strategy focused on ensuring the long-term viability and vitality of McAAP, Choctaw Defense and all Southeast Oklahoma Defense and Homeland Security related industries. In short, our goal is to **PROTECT** and **GROW** the community. The TSG/TPG Team, located in the Commonwealth of Virginia, will manage this project from its Alexandria, Virginia offices.

To perform successfully the nine tasks identified in the Request for Proposal (RFP) requires a highly integrated team of defense, congressional, community, and Base Realignment and Closure (BRAC) experts. The TSG/TPG Team, that will support the City and the MDSA, is that Team. Our Team is comprised of highly skilled professionals with years of in-depth experience and thorough understanding of military and governmental affairs. Our Team has years of high-level expertise within the Department of Defense (DoD) and the individual Military Services, the Congress, and with the BRAC process since 1991. Finally, our Team has a proven track record with other communities in the development and implementation of Detailed Action Plans that successfully protected their military installation from closure or realignment along with enhancing their economic position for continued growth. The members of our Team and the qualifications are shown in section B.3.

All members of the TSG/TPG Team assigned to this project will have an active, hands-on role in serving the needs of the McAlester community while accomplishing the "Scope of Services". The TSG/TPG Team professionals will "roll up their sleeves" and will be intimately involved with the City and the MDSA on a regular basis to successfully accomplish the missions and objectives of their respective tasks. Strategic advice is key, but actual day-to-day work to accomplish the stated objectives is absolutely essential. The City and the MDSA can be assured that we will provide all of the above. Our Team will be intimately involved in the development and implementation of an Action Plan for each task that will foster the long-term viability of McAAP and the McAlester community.

As previously stated, our Team members have extensive experience and demonstrated expertise in all facets of the BRAC process. Following is a brief summary of some of the related activities in which our Team members have performed:

- Chairman of the 2005 BRAC Commission;
- Commissioners on the 1995 and 2005 BRAC Commission;
- Executive Director and Air Force and Army Team leaders of the 2005 BRAC Commissions;

"Use or disclosure of data on this sheet is subject to the restrictions on the title page of this proposal."

- Two former Program Executive Officers (PEO) of Ammunition that were involved with the ammunition Base and Strategies;
- Conducted assessments on strengths and weaknesses of 44 military installations;
- Determined, for their respective Service, those bases to close or realign on the '91, '93, '95 and '05 BRACs as part of Service staffs;
- Formulated strategies to improve base performance relative to BRAC criteria;
- Identified opportunities for new and expanded base missions;
- Conducted encroachment studies and drafted encroachment legislation for states;
- Assisted six (6) communities that were on the BRAC list;
- Commanded major military installations;
- Over 50 years of combined senior staff experience in Congress including Staff Director and Chief Counsel of the Senate Armed Services Committee during the 1993 BRAC;
- Senior staff members on the Armed Services Committee, Senate Rules Committee, and the House Maritime Committee.

When it comes to BRAC the TSG/TPG Team is second-to-none. We have members who have been involved in every round of BRAC since its inception. TSG/TPG has partnered with over 44 communities in the defense of their military installations. In the 2005 BRAC round, before TPG was formed, TSG partnered with 13 communities; and all of the subject installations remained open or were expanded. Two installations recommended for closure by DoD were overturned by the BRAC Commission, due in part to TSG working with local communities to provide additional and compelling analytical information. One installation increased its civilian jobs by over 400 permanent positions.

This high base retention success is the result of our collective expertise in knowing what strengths and weaknesses are important to BRAC scoring, relative merit and our ability to guide communities through the process of enhancing strengths, mitigating weaknesses and securing funding for base improvements.

Of special note is our comparative analysis process whereby we look into the details of BRAC scoring to determine where the installation ranked. We further analyze this data to determine where the installation, community, and state can markedly change that score and to what likely effect. Our Team analyzes the cost-benefit of actions that can affect those changes, tempered by probability of success. These differences help our Team to develop and prioritize the actionable recommendations that become part of the final TSG/TPG Team report.

As an example of our previous work, in 2012 the TSG/TPG Team performed a detailed analysis for a community located adjacent to Rock Island Arsenal, Illinois. We also conducted a SWOT analysis of a State's 20 major military installations that formed the basis of a State Strategic Plan to enhance their Military Value. In 2013, we also conducted extensive SWOT analysis for another state's six installations that became the basis of its military commission's recommendations to the Governor, as well as several other analyses for installations in other states for both governmental and commercial clients.

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A.2 TSG/TPG Experience with Comparable Projects in Developing Strategies

Our results prove the effectiveness of our approach. For example, as mentioned previously, in the 2005 BRAC round, TSG partnered with 13 client installations and all 13 remained open or were expanded. This high base retention success in BRAC 2005 was partially the result of our collective expertise in risk assessment: knowing which strengths and weaknesses are important to relative military merit, and our ability to make recommendations to communities on actions enhancing those strengths, mitigating weaknesses, and securing funding for base improvements. A partial listing of our comparable projects include:

- Greater New Orleans Inc.
- Barksdale Forward, Inc.
- Economic Growth Foundation, Cleveland, Ohio
- Columbus, Ohio/Chamber of Commerce
- Vance Development Authority, Enid, Oklahoma
- Fargo-Moorhead Air National Guard Support Group
- Puerto Rico Federal Affairs Administration
- Miami-Dade County
- Florida Defense Support Task Force
- Bi-State Regional Commission (Rock Island Arsenal, IL)
- Florida Defense Alliance
- Louisiana Department of Economic Development
- Huntsville/Madison County Chamber of Commerce
- The City of Sumter, and the County of Sumter, South Carolina
- Whiteman Area Leadership Council
- Youngstown/Warren Regional Chamber
- Commonwealth of Virginia
- Alabama Military Stability Commission

The BRAC Strategic Plan prepared by the TSG/TPG Team for each Military Community is the property of the respective community. At the first meeting we will gladly show examples of our work product.

A.3 Size, Qualifications and Experience

The SPECTRUM Group (TSG) is a premier small business consulting firm founded in 1993 and based in the Washington, D.C. area. TSG is a dynamic alliance of over 110 highly respected and experienced experts from diverse political and professional backgrounds who provide a broad range of business, government, and congressional services and counsel to government, commercial and non-profit clients. TSG members include former senior leaders in the military services, former senior Executive Branch policy makers, sector CEOs, legislative affairs experts, investment bankers, and community development leaders.

For twenty-one years TSG has assisted clients in gaining access, insight, and experience in the public and private sectors. TSG is a recognized leader in providing clients with the high level strategic expertise they need to succeed. Our members are true leaders in their fields, having

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served at the highest levels of the military, government and industry. Today we serve an impressive array of clients ranging from startups to Fortune 500 companies, states and local communities, and the federal government. More detailed information is at our web site: www.spectrumgrp.com.

The Principi Group

Established in 2011, the Principi Group (TPG) is a small veteran-owned business and the most experienced BRAC leadership team in the Nation. It is headed by the Chairman of the 2005 BRAC Commission, and consists of several 2005 BRAC Commissioners, its Executive Director, the 2005 BRAC Director of Research and Analysis, Air Force and Army Team Leaders and experts in a broad range of BRAC related matters including defense laboratories, energy, ranges, environment, real estate, public private partnerships and government relations. The Principi Group brings to the City and the MDSA a unique capability, unparalleled experience and extensive relationships with key decision and policymakers throughout government. Members of TPG have served at the highest levels in the Executive Branch and Congress, the military, private sector and on all Base Realignment and Closure Commissions since 1993. TPG possesses a wealth of experience, knowledge of the BRAC processes and policies and, very importantly, data from all previous BRAC rounds that is unmatched.

A.4 References

The following are three of the TSG/TPG Team clients in the last two years that MDSA may call as references:

Enterprise Florida

- POC: Mr. Rocky McPhearson, Phone: 850-298-6652
- Description: The project consisted of a detailed analysis, using previous BRAC results, current information, unique professional insights, and site visits, of the strengths, weaknesses, opportunities, and threats to Florida's major military installations. We further identified recommendations to mitigate threats, leverage opportunities, and enhance the value of the installations. Finally, we performed a statewide comparative analysis of the installation reports to stratify and prioritize recommendations for the State.
- Scope: The work included a SWOT analysis of the 20 major bases in the State of Florida.
- Outcome: This report became the basis for a Florida Defense Task Force Strategic Plan, and subsequently the basis of an advocacy effort that has been ongoing for over two years and is under contract through 2015. Additionally, numerous commanders and community leaders have confirmed the thoroughness of the document during subsequent site visits conducted as part of the advocacy effort.

Commonwealth of Virginia

- POC: Mr. Jim Hopper - replaced by ADM John Harvey, USN (Ret.), Phone: 804-692-2594
- Description: The project consisted of a detailed analysis, using previous BRAC results, current information, unique professional insights, and site visits, of the strengths, weaknesses, opportunities, and threats to Virginia's major military installations. We further identified recommendations to mitigate threats, leverage opportunities, and enhance the value

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of the installations. Our work included site visits with communities and the installations under study.

- Scope: The project consisted of study of five key military installations.
- Outcome: These SWOTs were instrumental in assisting the Virginia Military Commission develop its strategy and annual report, subsequently the basis for actions by the affected communities and the Commonwealth of Virginia.

Niagara Department of Economic Development

- POC: Mr. Sam Ferraro, Phone: 716-278-8750
- Description: The project consisted of a future missions study of the Niagara Falls Air Reserve Station to include a SWOT analysis as well as an assessment of the military value of the installation, ranges and special use airspace. Our work included site visits and meetings on several occasions with local defense community members.
- Scope: The work included research, analysis and recommendations for potential future missions.
- Outcome: Accomplished a thorough SWOT and a comprehensive strategic action plan. Presently engaged in assisting the implementation of the action plan.

A.5 Familiarity with the City of McAlester, McAAP, Choctaw Defense and HLS Industries

Our Team is highly familiar with McAAP through the 2005 BRAC process as the installation was analyzed and scored by the Commission. This will prove to very helpful in the analysis and the projections of future BRAC criteria. We are fortunate to have two former Army PEO's for Ammunition on the TSG/TPG Team who are familiar with McAAP and the overall ammunition industrial base as well as former senior Air Force and Navy personnel thoroughly knowledgeable of their service munition programs. These members provide unique insights into the DoD strategy and future plans for the base.

The Team has also studied the 2011 Defense Sector Strategic Plan prepared by Logistic Specialties, Inc. (LSI) and will update the information and provide more detailed analysis, recommendations and action plans based on our discussions with key government and community personnel. A goal of our initial plan is to gain a better understanding of the capabilities of Choctaw Defense and Homeland Security industries and to formulate an action plan to expand their businesses. Working with these companies, we will formulate and execute a plan to reach out to potential business partners.

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Schedule and Milestones:

Targeted Schedule with Major Milestones

Time Line (Months)	1	2	3	4	5	6	7	8	9	10	11	12
Industrial Park												
Meet with MDSA/ Choctaw			▶									
ID Potential Business					▶							
ID Tax Incentives						▶						
ID Grants								▶				
Develop Advertising Strategy									▶			
Finalize the Plan												▲

B.3 Project Management and Consultant Team

This project requires a highly integrated team of defense, congressional, industrial, economical, analytical, and BRAC experts. The SPECTRUM Group (TSG) and The Principi Group (TPG) have partnered to build such a team. Our TSG/TPG Team is comprised of highly skilled professionals with in-depth experience and understanding in conducting installation assessments developing strategic plans, preparing legislative initiatives, hosting congressional activities, and working with major defense industries. They have countless years of higher-level expertise with issues within the Department of Defense (DoD) and the individual military services, with the BRAC process, and with designing and producing comprehensive SWOT Analysis. A description of each TSG/TPG Team member is below, and complete biographies can be found in Attachment 1. As clearly demonstrated in this proposal our Team has vast experience working the issues associated with the McAlester community.

Hon. Anthony Principi, Principal of The Principi Group, was the Chairman of the 2005 BRAC Commission and has extensive knowledge of BRAC law, policies and procedures. He has had extensive experience on Capitol Hill and the Department of Defense. A graduate of the United States Naval Academy, he saw combat action on the River Patrol Force in Vietnam's Mekong Delta. He later attended Seton Hall University Law School. Secretary Principi is a former Cabinet Secretary during the Administrations of President George H. W. Bush and President George W. Bush. He served as Republican Chief Counsel and Staff Director of the Senate Armed Services Committee and the Senate Veterans Affairs Committee under the Chairmanship of Senator Frank H. Murkowski. He will serve as Co-Team Leader for this project. **References:** The Honorable James Peake, Former Army Surgeon General and Secretary of Veterans Affairs. T: 202-386-2135, james.peake@cgifederal.com; General Lloyd Newton, USAF (Ret.), T: 813-777-6405, lwn4fign@verizon.net.

Mr. Gregory Sharp, President of The SPECTRUM Group, has extensive experience in the base closure, economic redevelopment, and congressional relations processes. During 1995, he managed the Group's effort in representing 12 communities, personally leading three, including Letterkenny, PA. During BRAC 2005, he managed the company's effort in supporting 13 communities in five states, none of which were impacted by the BRAC process. During his military career, he served in the Office of the Secretary of Defense and the Office of the Secretary of the Army responsible in working with the United States Congress on the DoD budget. He dealt daily with the Army's munitions account and conducted several congressional delegation visits to McAlester, OK. Upon retirement he served as the Vice President of

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Washington operations for Ferranti International, manufacturer of the Rockeye and the Bigeye munitions. He is a native of Lawton, OK and received his undergraduate degree from Oklahoma State University, and has his MBA from the University of Santa Clara. He will also serve as Co-Team Leader. **References:** Mr. Tom Harrison, President Robertson Fuel Systems, T: 480-337-7050, tom.harrison@robbietanks.com; Mr. Ernie Gonzales, Office of the Assistant Secretary of Defense for Reserve Affairs, T: 703-693-8630, ernesto.c.gonzales.civ@mail.mil.

Major General Jerry Harrison, USA (Ret.), has a unique blend of professional experience in the military and the defense industry that makes him imminently qualified to lead the Team. He was a field artilleryman and commanded at the Division Artillery level, and he served as the Assistant Commandant of the Field Artillery School at Ft. Sill, OK. In both of these positions he was involved with the local community in economic development. He was responsible for overseeing the Army Ammunition Account on the Army Staff and testified before Congress on two occasions. Additionally he was an acquisition officer and commanded the Army Laboratories and served as the Chief of Staff of the Army Material Command. Upon leaving the Army after 32 years, he spent 19 years in industry as a business development professional. He conducted SWOT analyses and developed strategies and action plans for General Dynamics and SRI International. General Harrison received his undergraduate degree from the U.S. Military Academy and holds a Master's Degree in Aerospace Engineering from Georgia Tech. Additionally he attended the Industrial College of the Armed Forces, the Program Manager's Course and the Harvard Executive Course. MG Harrison will serve as the Program Manager.

Brigadier General John McGuiness, USA (Ret.), brings over 20 plus years of Defense Acquisition experience commanding at every level to include General Officer. Recently transitioned from the U.S. Army after a distinguished 31 year career, his culminating assignment was as the Army's Program Executive Officer for Ammunition (PEO Ammo) and Commanding General of Picatinny Arsenal. As the PEO Ammo, he was designated as the Department of Defense Single Manager for Conventional Ammunition, responsible as the lifecycle manager for the conventional ammunition for all of the military services. He led a 1,100 person workforce responsible for research and development through demilitarization for a portfolio of over 600 Ammunition and related products for the Department of Defense with a Fiscal Year 2014 operating budget exceeding $3.5 billion. He received his undergraduate degree from the U.S. Military Academy in 1983, and holds a Master's Degree in Operations Research from the Air Force Institute of Technology as well as a Master's Degree in National Security Strategy from the U.S. Army War College. He has earned multiple awards in Project Management and is an expert in the Defense Acquisition System and the Defense Planning Programming Budgeting and Execution System. BG(Ret) McGuiness will serve as the Team Lead for Munitions and Industrial Base.

Colonel R. Gary Dinsick, USA (Ret.), has more than 40 years of experience in management and consulting, including executive level leadership positions with DOD in BRAC, facilities planning, engineering and public works, personnel, financial management, contracting, real estate, and environmental management. Specifically regarding BRAC, he was the U. S. Army Team Leader for the 2005 Base Realignment and Closure (BRAC) Commission. He managed a multi-disciplined team who visited and evaluated U.S. Army bases on the Department of Defense's 2005 Base Realignment and Closure (BRAC) List. This included Army Depots and Ammunition Plants. Previously, he was the Director of the Department of the Army's Base

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Realignment and Closure Program in the Pentagon, executing BRAC's 1991, 1993 and 1995 where he directed a diverse U.S. Army infrastructure and real property program that managed the closures, realignments, property disposals, reuse and redevelopment for excess Army installations worldwide. During this tenure in DOD, he was directly involved with facility and infrastructure to include MILCON at Army Ammunition Plants and Depots. Colonel Dinsick was a career U.S. Army Corps of Engineer Officer who also commanded at Fort Sill, Oklahoma and served as construction and program manager at the Radford AAP. His education includes: Executive Management Studies at the U.S. Army War College; Master of Business Administration, Southern Illinois University; Master of Science, Marine Geology, Old Dominion University; Bachelor of Science, Geology, Indiana University of Pennsylvania. He retains an active Top Secret Clearance. COL Dinsick will serve on the BRAC Team.

Colonel Frank Cirillo, USAF (Ret.), has held numerous executive management and corporate positions in the public and private sectors and was appointed to serve in senior staff positions on three Base Realignment and Closure (BRAC) commissions. Most recently he was the Director of Review Analysis on the BRAC 2005 Commission senior staff. A veteran of 26 years in the United States Air Force, he served as a civil engineer, manager, and commander, retiring in the rank of Colonel. As a senior member of The Principi Group (TPG) support team, he has played a major role in support of current BRAC analysis and advocacy contracts with the state of Alabama, Alaska, Florida, and Virginia; including preparing "baseline reports" to provide current and historical BRAC specific data for each of over 40 installations. Prior to working with TPG, Mr. Cirillo had been a Staff Investigator for the Committee on Appropriations, United States House of Representatives, and Program Planning Manager for Parsons in support of the Metropolitan Washington Airports Authority $4 billion Capital Construction Program. Colonel Cirillo's Air Force assignments included: Director of Engineering Programs, Pacific Air Force (PACAF), Hickam Air Force Base (HI) and Director of major engineering organizations at Hurlburt Field (FL), McClellan Air Force Base (CA), and Shemya Air Force Base (AK). Education: Mr. Cirillo received a Bachelor of Science degree in Civil Engineering from the University of Maryland and a Master of Science degree in Environmental Engineering from San Jose State College. Col Cirillo will serve on the BRAC Team.

Lieutenant Colonel Grayson Winterling, USA (Ret.), served as Senior Defense Legislative Assistant for U.S. Senator John Warner, R-VA and participated in the 1988, 1991, 1993 and 1995 BRAC processes. During these four BRAC rounds, he actively supported communities throughout the Commonwealth of Virginia in all phases of the process. In 1993 and 1995, he served on the Virginia Governor's Military Commission, which focused on supporting community BRAC efforts. While in the Senate, he also served as the Staff Director of the Senate Committee on Rules and Administration. His last assignment in the Army was a six year tour in the Secretary of the Army's Office of the Chief of Legislative Liaison. In addition to his 11 plus years as a Senate staffer, he has represented large and small companies before Congress for 15 years as a registered lobbyist. During that time he has been successful in obtaining additional funding and policy language for his clients. Additionally, he has organized and participated in several "Capitol Hill Supplier Days" similar to the Stampede orchestrated for The City of McAlester. Lieutenant Colonel Winterling will serve as the Congressional Team Lead.

Lieutenant Colonel Donald Fix, USA (Ret.), brings 20 plus years of consulting, lobbying and federal marketing experience as the former President of a D.C. lobbying firm which focused on

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Defense issues for international and domestic clients in both the public and private sectors. Additionally, he actively participated in the 1993, 1995, and 2005 BRAC rounds with state-wide, regional and community clients throughout the country. He also served 20 years in the Army as an infantryman and aviator, the last five of which were in the Army's Office of the Chief of Legislative Liaison. In this position, he was responsible for Army military construction (MILCON), ammunition procurement, industrial base, base realignment, and contractual issues. Additionally, he traveled throughout the world with Members of Congress and their staffs on Congressional Delegations (CODEL's) to facilitate better understanding of the military's missions and requirements. He received his undergraduate degree from the U.S. Military Academy in 1966, and holds a Master's Degree in Systems Management from the University of Southern California. He has in-depth base realignment and closure (BRAC) analysis and project management experience, and worked with Pine Bluff Arsenal personnel in BRAC 2005 on ammo, industrial base, and demilitarization issues. He has also represented the interests of the University of Oklahoma on Capitol Hill and worked closely with the Oklahoma Congressional Delegation in this capacity. He will serve on the Munitions and Industrial Base Team.

Mr. Lucian Niemeyer, is considered a national expert on the Department of Defense's military installations, industrial base, and readiness programs. He recently retired from the Unites States Committee on Armed Services professional staff where for 11 years he served numerous Senators, including Senator James Inhofe (OK), providing oversight and legislative support in the development of Defense authorization and appropriations bills. He has over 30 years of experience in the development of requirements, programming, and authorizations of the Department of Defense's military construction and facility investment programs. He was also responsible for the committee's actions in the policy and implementation of the Defense Base Realignment and Closure (BRAC) process. Mr. Niemeyer has extensive experience working with Congressional Members and committees. Mr. Niemeyer will serve on the Congressional Team and as the MILCON Team Lead.

Mr. Tom Peoples, a former appointed member of the U.S. Defense Science Board. He is also a former GENCORP INC. (NYSE"GY") Senior Vice President for International and Government Operations, and a member of the Corporate Executive Leadership Committee; Mr. Peoples was also President of the Swiss and Australian subsidiaries and the Foreign Trading Company. His responsibilities included M&A due diligence & target selection, offshore joint venture and teaming agreements, co-production plans & technology transfer and government relations in Europe, the Middle East and Asia. He also served as Chairman of the company Political Action Committee. In 1995-96 he served on the California Governor's "Corporate Executive Group" advising on BRAC '95 Privatization in Place of those DOD facilities identified for potential closing. Mr. Peoples served in the U.S. Army retiring in 1987. His military career included: Appointment as Special Assistant to the Assistant Secretary of Defense (Acquisition); Planning and executing the renovation and redeployment of the US Chemical Weapon Stockpile in Europe; Command of the task force that trained the Egyptian Army to clear the Suez minefields in 1974; Field Leader of the EOD Survey at three east coast Army installations slated for transition to the National Park Service in 1973; and for over six years he commanded the Bomb Disposal units assigned to support the U.S. Secret Service protecting the President and Vice President. He was a company commander in Vietnam during that war and also served in numerous other countries in Europe and South America. He is a current member of the boards of Technical Communications Corp, Concord, Mass.(Where he is Chairman of the Governance &

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Nominating Committee) and Fraser-Optics, LLC, Warminster, PA.(Where he was Chairman of the Government Security Committee for seven years). Mr. Peoples will serve on the Army Team.

Captain Carol Schmidt, USN (Ret.), was a Senior Analyst on the 2005 Defense Base Closure and Realignment Commission, Review and Analysis Directorate, Joint Cross Service Team with a primary focus on Headquarters and Support Activities. Just prior to joining the BRAC Staff, Ms. Schmidt retired from a 28-year Navy career that included command of Navy installations; Inspector General, U.S. Southern Command; and serving on the staffs of the Commanders, U.S. Atlantic and Pacific Fleets, Naval Forces Marianas, and Joint Chiefs of Staff Representatives to U.S.-Soviet Nuclear and Space Talks. Since 2006 Ms. Schmidt has been an Investigator with the Surveys and Investigations Staff, Appropriations Committee (HAC), U.S. House of Representatives. During the past two years she has been a member of The Principi Group/The SPECTRUM Group Teams, assisting in the assessment of 11 major military installations. Captain Schmidt will serve as the Navy Team Lead.

Mr. Garry B. Richey, SES (Ret.), followed his retirement from the Federal Senior Executive Service by starting his career as an independent consultant for defense related businesses in support of sustainment activities for the US Department of Defense. He consults with businesses as well as senior DoD officials regarding organizational issues, supply chain strategies, depot maintenance issues and performance improvement opportunities. His federal service career spans 35 years of service with over 33 years in the civil service for the United States Air Force. His federal service career included assignments in Texas, Oklahoma, Illinois, Ohio and Georgia. In these locations, he held positions of increasing responsibility, including senior positions in inventory management, program management and depot maintenance. He served as Executive Director of the Oklahoma City Air Logistics Center, the largest single site employer in the state. In addition to his weapon system support responsibilities he oversaw base support, construction and legislative relations for the installation. He also served as the Proposal Manager for the USAF bid team for the Propulsion Business Area workload from the closing Kelly AFB, winning the largest public-private depot maintenance competition in USAF history, valued at more than $10B. His final assignment was as the Director of Logistics, Installations and Mission Support, HQ AETC, Randolph AFB, TX where he had civil engineering, base support and contracting responsibility for thirteen USAF bases. Mr. Richey will serve as the Air Force Team Lead.

Ms. Joan M. Bondareff, Esq., has experience in working with communities on economic development issues. She has helped many ports, native-American and Native Alaskan corporations, and maritime companies secure federal loans and grants. She has also worked closely with Congress to obtain needed support for federal funding and needed economic development incentive legislation. Ms. Bondareff is an experienced attorney, grant writer, and legislative advisor. She worked for Congress for 7.5 years and worked for the Departments of Commerce and Transportation for over 15 years. Ms. Bondareff knows how to work with native-owned 8(a)'s to help expand their businesses. She also works closely with the Department of Homeland Security, including the Coast Guard, Customs and Border Control and FEMA on their programs and is familiar with all DHS grant programs. She also monitors and is familiar with all EDA and USDA grant programs and has advised clients on both. Ms. Bondareff will serve as the HLS Team Lead.

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Mr. James Sutton, SES (Ret.), has extensive program management experience in Army acquisition programs and at Department of Army headquarters. His experience includes ammunition, combat and tactical vehicles, engineer equipment, and electronic sensors. His functional expertise covers the entire program life cycle from program development through logistics sustainment. His last assignment was as Deputy Assistant Secretary of the Army for Services where he was responsible for shaping the Army's institutional strategy for the acquisition of services. He served as the Program Executive Officer, Ammunition where he was responsible for executing all conventional munitions programs of the Army. A major additional duty was as the Single Manager Conventional Ammunition for the integration and synchronization of joint services munitions programs. He executed $4 billion annually in Army and joint programs. The assignment followed his duty as Deputy Program Executive Officer, Ammunition. Previously he was the first civilian project manager for Close Combat Ammunition Systems. His education includes an undergraduate degree in political science from Middle Tennessee State University, a Masters in Systems Management from the University of Southern California, a Masters in National Resource Strategy from the Industrial College of the Armed Forces, and graduation from the Advanced Management Program of Harvard Business School. Mr. Sutton will serve on the Army Team.

Mr. Ed Swallow, a former Northrop Grumman Business Development Vice President, responsible for the Federal and Defense markets, which included the Department of Homeland Security, Department of Energy, NASA, NOAA, all the DoD Technology organizations, the Missile Defense Agency and the rest of the Federal Government. He was formerly the operations director for Logicon in Sunnyvale California, where he served as the Defense Industry Member of the Local Reuse Authority for Moffett Naval Air Station and Onizuka Air Force Base, both closed as part of the 1993 BRAC. His efforts resulted in Moffet NAS being turned over to NASA while still picking up the West Coast Air National Guard Search and Rescue mission, which actually expanded the military presence by 100 people and number of runway events per day by 10% while saving significant base operations costs. In his Northrop role, he led the development of capture and campaign strategies across the entire Information Systems Sector, as well as supporting key elements of the Electronic Systems and Aerospace Systems Sectors in developing campaign plans for moving into adjacent markets and expanding to new customers. He supported several Northrop customers in developing strategies for growing Work For Others (WFO), such as the Nevada Test Site and Los Alamos National Laboratory. For NTS, he created an opportunity to provide destructive testing of technology programs, characterization of homemade explosives for threat assessments and blast mitigation techniques for the Department of Homeland Security. This $15M per year minimum commitment has continued to grow as a partnership between DHS and DoE and support 75 full time and many part time positions. He is also a member of the board of directors of the Society of Manufacturing Engineers Education Foundation and has a strong track record in bringing commercial, aerospace and defense contractors together to create unique business outcomes. Mr. Swallow will serve on the Munitions & Industrial Base Team.

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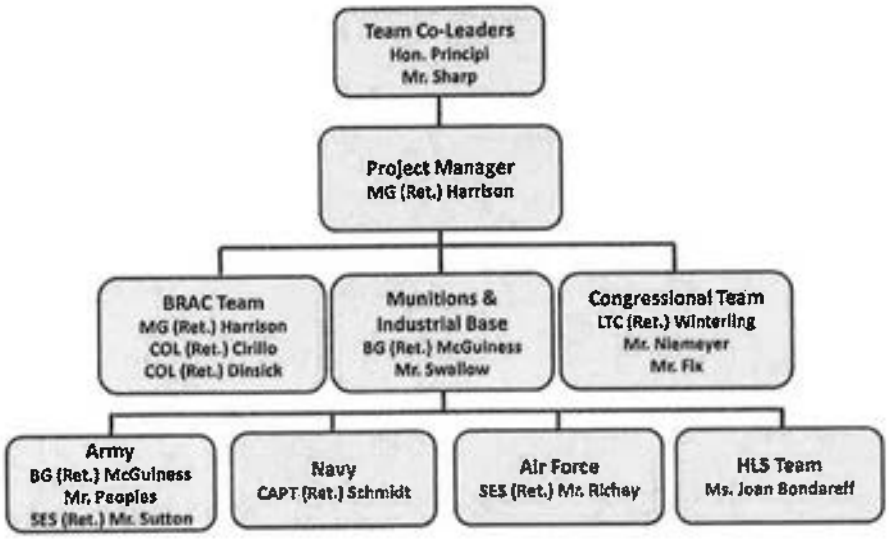
Organization



B.4. Targeted Schedule with Major Milestones

We have addressed the targeted schedule with major milestones in each task write up, sections B.2.1.-B.2.9. The first major effort the BRAC analysis and SWOT conducted under the task: Future BRAC Planning. That task is shown again below, as part of an overall program schedule and milestones.

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D. NON-COLLUSIVE BIDDING CERTIFICATION

D.1 Signed Non-Collusive Bidder Certification for The SPECTRUM Group

State of Oklahoma
City of McAlester, OK
The McAlester Defense Support Association (MDSA)

Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: *A certification shall be included with any competitive bid and/or contract exceeding $5,000.00 submitted to the State for goods or services*

Solicitation or Purchase Order #: _____

Supplier Legal Name: The SPECTRUM Group Members, LLC

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
   d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract therein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	12/15/14 Certified This Date
GREGORY L. SHARP Printed Name	President Title
703-683-4222 Phone Number	gsharp@spectrumgrp.com Email
703-683-0545 Fax Number	

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E. CONFLICTS OF INTEREST

Both The SPECTRUM Group (TSG) and The Principi Group (TPG) take the issue of conflicts of interest very seriously. We scrupulously examine each potential client, the scope of work, and all of our current and past agreements to ensure that we avoid actual and perceived conflicts of interest. Furthermore, when we have current clients in related areas, we check with all current clients to ensure that they agree that a potential future client would not represent a conflict of interest from their perspective. We can assure the City and the MDSA that we have no current conflict of interest with the work in this proposal, and that we will not engage in any future activity that would generate a conflict of interest. Before entering into any agreements with potential future clients, if under contract to the City and the MDSA, we will discuss the potential work to ensure no real or perceived conflict exists.

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G. AFFIDAVIT

THE UNDERSIGNED, BY IDS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE OFFER ON THE ACCOMPANYING SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE CITY OF McALESTER/ MDSA REQUEST FOR PROPOSAL FOR A DEFENSE SECTOR ECONOMIC DEVELOPMENT STRATEGIC PLAN. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ TI-m ENTIRE RFP DOCUMENT AND AGUEE TO THE TERMS AND CONDITIONS THEREIN.

Company Name and Address	Company's Authorized Agent
The SPECTRUM Group Members, LLC	Gregory L. Sharp, President
	Signature: Greg Sharp
11 Canal Center Plaza, Suite 300 Alexandria, VA 22314 FID: 26-2834991	Gregory L. Sharp, President
Phone: (703) 683-4222 Fax : (703) 683-0645	December 15, 2014 GSharp@spectrumgrp.com

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Hon. Anthony J. Principi

Anthony J. Principi is a principal in The Principi Group, LLC.

Appointed by President George W. Bush to chair the 2005 military Base Realignment and Closure Commission (BRAC), Mr. Principi led the review process that culminated in recommendations to the President and to the Congress regarding the realignment and closure of military installations throughout the United States.

New York-born Anthony Principi served as Secretary of Veterans Affairs from 2001 to 2005.

He directed the federal government's second-largest department, responsible for a nationwide system of healthcare services, benefits programs, and national cemeteries serving America's 25 million veterans and dependents. During his four-year tenure, he commanded a budget in excess of $71 billion and led an organization of 230,000 employees working in VA facilities located from Maine to Manila.

From 1989 to 1992, Mr. Principi served under President George W. Bush as Deputy Secretary of Veterans Affairs—the department's second-highest executive position. He subsequently was appointed Acting Secretary of Veterans Affairs and served in that capacity until 1993, when he became Chief Counsel and Staff Director of the Senate Committee on Armed Services.

Prior to his nomination as Secretary of Veterans Affairs, Mr. Principi was senior vice president at Lockheed Martin IMS, and a partner in the San Diego law firm of Luce, Forward, Hamilton & Scripps.

Mr. Principi is a 1967 graduate of the United States Naval Academy. He first saw active duty aboard the destroyer, *USS Joseph P. Kennedy,* and later commanded a River Patrol Unit in Vietnam's Mekong Delta. A combat-decorated veteran, Mr. Principi was awarded the Bronze Star with Combat "V" for valor and other military honors for his service in Southeast Asia.

Upon returning from Vietnam, Mr. Principi earned his law degree in 1975 from Seton Hall University. Assigned to the Judge Advocate General Corps, he served as legislative counsel for the Department of the Navy in Washington, DC.

Following three years' service as Counsel to the chairman of the Senate Armed Services Committee, in 1984, Mr. Principi was named Chief Counsel and Staff Director of the Senate Committee on Veterans' Affairs.

Most recently, Mr. Principi was Senior Vice President of Pfizer, Inc., where his primary focus centered on corporate strategy and federal government relations. He serves on the Boards of Mutual of Omaha Insurance Company, A.T. Kearney, and the Wounded Warrior Project.

THE
SPECTRUM
GROUP

Mr. Gregory L. Sharp

Experience Summary:

Greg Sharp is a founding partner and President of The SPECTRUM Group. For more than six years, he served in the Office of Legislative Affairs for the Secretary of the Army and the Office of Legislative Liaison for the Secretary of Defense. He dealt daily with Members of Congress and staff on weapon system munition R&D and procurement, military construction, and the O&M accounts. He also coordinated defense program issues with officials at the National Security Council, Department of State, and U.S. Allies. Mr. Sharp was also the founder, President, and Executive Director of the National Guard Youth Foundation, established to provide scholarships, employment opportunities, and mentoring for our nation's at-risk youth.

Relevant Experience:

As the President of The SPECTRUM Group, he has extensive experience in all aspects of the base closure and realignment process, having been evolved with assisting over 33 communities during the 1993, 1995 and 2005 BRAC's. He has twenty years of experience in working with US Congress, Department of Defense, the BRAC Commission, and military communities on BRAC related policy and issues. During the 1995 process he managed the Group's efforts in representing twelve communities, personally leading three that included Letterkenny ,PA. During the 2005 process he managed the Group's effort in assisting two states prepare the necessary strategies and tactics to prepare for the BRAC resulting in none of the communities represented being closed or realigned, and in several cases mission gains and employment increases were realized.

Summary

Required Experience:

- Economic analysis of communities impact of base closures
- Conducted SWOT assessments
- Conducted encroachment assessment of bases in California
- Prepared BRAC presentation given to the BRAC Commission

Years' Experience:

20 Years in US Army, 21 with The SPECTRUM Group

Previous BRAC Experience (State Level):

- Florida
- Arizona
- Louisiana
- California
- Bi-State

Education:

- B.A. Oklahoma State University
- M.B.A., University of Santa Clara
- Armed Forces Staff College

THE
SPECTRUM
GROUP

MG (Ret.) Jerry Harrison

Experience Summary:

Prior to joining The Spectrum Group (TSG), MG Jerry Harrison had extensive experience in government and the private sector. He was a field artillery officer and commanded at the Division Artillery level. He was an acquisition officer and commanded the Army Laboratories and was the Chief of Staff for the Army Material Command. His last assignment in the Army was as Chief of Legislative Liaison where he participated in the 1995 BRAC. After 32 years with the Army, MG Harrison served as a Vice President of General Dynamics, ran a startup company, and most recently was the VP for Business Development for SRI International, a Silicon Valley R&D company. At SRI he worked across the federal government to develop new technologies and taught innovation for government.

Relevant Experience:

Jerry's areas of expertise include the acquisition and budgeting process, program management, legislative process, innovation, technology and transition, installation management and community relations as a result of being a post commander in Korea and the Assistant Commandant at Ft. Sill, OK. He served on the Army Staff as the Deputy for Combat Support, where he oversaw the Army Ammunition budget and defended it before Congress on two occasions. Additionally for the 1995 BRAC he was the Chief of Legislative Liaison and was involved in all related activities of the Army Staff and the Congress. While in the private sector he conducted SWOT analyses and developed business strategy for General Dynamics and SRI International.

Summary

Required Experience:

- Involvement in 1995 BRAC at HQDA and Congress
- Conducted business SWOT assessments
- Commanded military installations
- Worked closely with local communities for economic development

Years' Experience:

- 32 Years in US Army
- 19 Years as Business Development professional

Education:

- B.S. US Military Academy
- M.S. Georgia Institute of Technology
- Command and General Staff College
- Program Management
- Industrial College of the Armed Forces
- Harvard Executive Management

THE
SPECTRUM
GROUP

BG(Ret) John J. McGuiness

Experience Summary:

Prior to joining The Spectrum Group (TSG), John McGuiness completed a distinguished military career with over 31 years of service. John's culminating assignment was as the Army's Program Executive Officer for Ammunition (PEO Ammo) and the Commanding General of Picatinny Arsenal. As the PEO Ammo, he was designated as the Department of Defense Single Manager for Conventional Ammunition for all of the military services. He led an 1,100 person workforce responsible for research and development through demilitarization for a portfolio of over 600 Ammunition and related products for the Department of Defense with a Fiscal Year 2014 operating budget exceeding $3.5 billion. John's previous General Officer assignments include the Deputy Commanding General of the Army's Research Development and Engineering Command and Commanding General of Natick Soldier Systems Center; Deputy Commanding General of the NATO- Training Mission Afghanistan; and the Assistant Deputy for Acquisition and Systems Management in the Office of the Assistant Secretary of the Army (Acquisition, Logistics, and Technology). As a Colonel, John won the prestigious Secretary of the Army Project Manager of the Year Award as Project Manager Soldier Equipment.

Relevant Experience:

John's areas of expertise include government procurement, congressional and public affairs, as well as BRAC related issues. He has successfully led large DoD Program Management organizations, focused on providing state of the art technologies to our warfighters while ensuring the long term viability of the Defense Industrial Base. His experience as a Commanding General of two different military installations that narrowly escaped Base Closure and Realignment Commission (BRAC) gives John a unique perspective when working with state and local community support organizations.

Summary

Required Experience:

- Culminating assignment as PEO Ammo, Single Manager for Conventional Ammunition
- Developed plans to ensure the long term viability of GOCO Army Ammo Plants
- Developed the 30 year Ammo Mod plan focused on near, mid, and far term advancements to ammunition
- Responsible for the Armament Retooling and Manufacturing Support (ARMS) program. Encourages commercial use of Army Ammo Plants
- Conducted SWOT assessments

Years' Experience:
31 Years in US Army, over 20 spent in Army PEO/ PM organizations or in the Pentagon.

Previous McAAAP Experience (examples):

- AF Bombs
- Excalibur Assembly
- DEMIL
- Attended the 2014 MDSA Stampede on the Hill

Education:

- B.S. US Military Academy
- M.S. Air Force Institute of Technology
- M.S. U.S. Army War College

Colonel R. Gary Dinsick, USA (Ret.)

R. Gary Dinsick's credentials include more than 40 years of experience in leadership positions in facilities planning, public works, contracting, real estate, and environmental remediation. A base realignment and closure (BRAC) expert, Mr. Dinsick served as the United States Army Team Leader for the 2005 BRAC Commission. From 1996 to 1999, he was Director of the US Army's BRAC Program Office, which manages closure, property disposal as well as reuse and redevelopment issues and operations for 97 Army installations worldwide.

A career officer within the Corps of Engineers, Colonel Dinsick held a variety of senior leadership positions. Among them were Public Works Director and Senior Staff Engineer charged with revitalizing facilities and utility support infrastructure in Italy and Honduras, respectively; Chief of Construction—Norfolk District Corps of Engineers; and, Facilities Engineer and Building Services Manager for the construction of the Defense Intelligence Analysis Center on Bolling Air Force Base.

His corporate resume includes positions with Dinsick & Associates, LLC; Booz Allen Hamilton; ABS Consulting; Johnson Controls World Services; and, Montgomery Watson Harza (MWH).

Mr. Dinsick graduated from Indiana University of Pennsylvania with a Bachelor of Science degree in Geology. He received a Master of Science degree in Marine Geology from Old Dominion University and a Master of Business Administration degree from Southern Illinois University. He is a graduate of the US Army War College.

Among his professional affiliations: Member of the Board of Directors, Fort Meade Alliance; Member, Association of Defense Communities/National Association of Installation Developers; Member, Society of American Military Engineers; Member, Association of the United States Army; Member, International Facilities Management Association; and, Member, The Infrastructure Security Partnership.

THE
SPECTRUM
GROUP

Mr. Grayson F. Winterling

Experience Summary:

Mr. Winterling is a Principal in The Spectrum Group and leads the Congressional Relations Team. Following his 22 year Army career, during which he served in four Infantry Divisions and in the Secretary's Office of Legislative Liaison, he had the privilege of working for Senator John Warner's for nearly eleven years as the Defense Legislative Assistant and later as Staff Director. During this time he participated in the 1988, 1991, 1993 and 1995 BRAC evaluations of military installations throughout the Commonwealth. Following each of these BRAC's he worked with various communities on post–BRAC issues. Mr. Winterling also served on Governor Wilde's and Governor Allen's Military Commissions where he assisted in the development of strategic plans aimed at protecting military installations from closure or realignment through increasing military value. Throughout his time in the Senate, he worked with communities and installations to assist in resolving a myriad of issues including environmental, encroachment, military construction and post BRAC land conveyance.

Relevant Experience:

In-depth experience in the BRAC process gained from direct involvement in four BRACs. Board knowledge and understanding of military installations and their associated communities. Hands on experience with developing economic analysis of the repercussions of a base closure or realignment on the local community. Proven experience in developing solutions for improving installation weakness identified through evaluation against the BRAC military value criteria.

Summary

Experience:

- Economic analysis of community impact of base closures
- Experience in all phases of the base processing obtained during four BRAC Rounds
- Experience from at State perspective of economic impact on communities resulting from a BRAC closure
- Analysis of the Impact of encroachment and environment concerns on bases

Previous BRAC Experience (State Level):

- Virginia 1988, 1991, 1993 and 1995.

Education:

- B.A. Political Science and Masters of Education, Western Maryland College
- M.B.A., Kennedy School of Government Management

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THE PRINCIPI GROUP, LLC

COL Frank Cirillo, Jr., USAF (Ret.)

Biography:
Frank Cirillo has held numerous executive management and corporate positions in the public and private sectors and has been appointed to serve on three BRAC commissions. A veteran of 26 years in the United States Air Force, he served as a civil engineer, manager, and commander, retiring in the rank of Colonel.

Most recently, Mr. Cirillo was a Survey and Investigations Staff Investigator and Team Leader for the Appropriations Committee of the United States House of Representatives. Previous to that, he was Planning Manager for the Metropolitan Washington Airports Authority Capital Construction Program, a tenure that included a one-year leave of absence to serve as the Director, Review and Analysis, for the 2005 Defense Base Closure and Realignment and Closure (BRAC) Commission. For Mr. Cirillo, it was a "coming home" assignment after having served as Air Force Analysis Team Leader for the 1993 and 1995 BRAC Commissions.

Colonel Cirillo's other Air Force assignments included Director of Engineering Programs, Hickam Air Force Base (HI); Commander and Director of Combat Engineering Unit, Hurlburt Field (FL); Commander and Base Civil Engineer, McClellan Air Force Base (CA); Chief, Environmental Policy and FY 1981-82 Military Construction Program Manager, US Air Force Headquarters, Washington, DC.; and, Base Civil Engineer, Shemya Air Force Base (AK).

From the private sector Mr. Cirillo brings experience as Senior Vice President, Facilities Practice and Business Development for the Eastern Region of 3D/International, Inc.

Education:
Mr. Cirillo received a Bachelor of Science degree in Civil Engineering from the University of Maryland and a Master of Science degree in Environmental Engineering from San Jose State College.

COL Frank Cirillo, Jr., USAF (Ret.) (Work Experience)

BRAC Experience: "Air Force Team Leader" on the Review and Analysis senior staff for the 1993 and 1995 BRAC Commissions (October 1992 – October 1995). Director of Review Analysis on the BRAC 2005 Commission senior staff. Independent consultant for The Principi Group between February 2012 and present date; supporting pre-BRAC contract activities.

Ammo Experience: Prepared the "BRAC Baseline Report" for the TSG led Watervliet Arsenal Project in 2014. As BRAC 2005 Commission Director of Review and Analysis, provided executive management over all staff prepared Military Service and DoD Joint Cross-Service analysis and presentation material, including those for Ammo related BRAC actions.

McAlester & Oklahoma Experience: N/A

Congressional Experience: Independent Consultant to the U.S. House of Representatives, Committee on Appropriations, Surveys and Investigations staff as team leader and/or staff investigator for eight separate investigations between November 2008 and February 2012. Met with Congressional delegations presenting information on BRAC-related strengths of military installations as a senior staff member on the BRAC 1993, 1995, and 2005 Commissions.

Industrial Base Experience: Installation Civil Engineer and ALC Staff Engineer at the Sacramento Air Logistics Center, McClellan Air Force Base, California between August 1983 and October 1987.

THE
SPECTRUM
GROUP

Mr. Donald J. Fix

Experience Summary:

Prior to joining The Spectrum Group (TSG), Don Fix was a partner in a Washington, D.C. based Government Relations and Federal Marketing firm for the past 23 years. The firm successfully represented public and private sector clients, domestic and international, on a broad range of government procurement, federal marketing, contracting, legislative policy and Base Closure and Realignment Commission (BRAC) related issues. Don retired from the U.S. Army as a Lieutenant Colonel after twenty years of service which included several overseas assignments, as well as tours in Vietnam as a combat infantryman and a helicopter pilot. His last five years of service were spent in the Pentagon in the Secretary of the Army's Office of the Chief, Legislative Liaison where he was responsible for military construction, intelligence, ammunition procurement, industrial base, environmental and base realignment / closure issues.

Relevant Experience:

Don's areas of expertise include federal marketing, government procurement, congressional and public affairs, as well as BRAC related issues. He has successfully represented public and private sector clients, domestic and international, on a broad range of government procurement, federal marketing, contracting, legislative policy and BRAC related issues. He successfully represented clients throughout the country in the 1993, 1995 and 2005 BRAC rounds.

Summary

Required Experience:

- Economic analysis of communities impacted by base realignments & closures
- Conducted SWOT assessments
- Conducted encroachment assessment of bases in Maryland & Arizona
- Prepared BRAC presentations given to the BRAC Commission

Years' Experience:

20 Years in US Army,
23 Years as partner of a D.C. Government Relations Firm

Previous BRAC Experience (State Level):

- Maryland
- Alaska
- Kansas
- Arizona
- Arkansas

Education:

- B.S. US Military Academy
- M.S. University of Southern California
- Air Command & Staff

THE
SPECTRUM
GROUP

Mr. Lucian Niemeyer

Experience Summary:

Prior to joining The Principi Group (TSG) in January 2014, Lucian Niemeyer served for eleven years on the professional staff of the U.S. Senate Committee on Armed Services as an expert on a range of national security and military programs. He managed the military installations portfolio, providing oversight of the 2005 Base Realignment and Closure (BRAC) round, local community support programs, military construction/facility repair programs, and privatization programs for military housing, utilities, and land management. He was also the leader staffer for the Senate's Readiness and Management Support Subcommittee providing oversight for operations and maintenance accounts that funded the Department of Defense's daily operations, training, and readiness programs,. In 2013, he assumed additional responsibilities under the leadership of Senator Inhofe for Navy shipbuilding programs and as the expert on committee processes. In the Air Force, Lucian served as a combat engineer managing base engineering, contracting, and facility investment programs at all levels of Command and the Pentagon.

Relevant Experience:

Lucian's areas of expertise include Congressional interaction in the development of investment strategies for the Army's ammunition plants, expertise in the Army's Armament Retooling and Manufacturing Support (ARMS) program, close interaction and collaboration with the Oklahoma delegation, unparalleled understanding of BRAC law and policy as well as the funding opportunities offered by the Department of Defense Office of Economic Adjustment. He also has over 30 years of experience in the development of requirements, programming, prioritization, and Congressional authorization of military construction programs. He is currently involved with the National Defense Industrial Association to formulate recommendations for the efficient management and operations of the Department of Defense's organic industrial base.

Summary

Required Experience:

- Oversight of BRAC law, execution, and criteria
- MILCON requirements and authorization process
- Congressional interaction and coordination
- Army Ammunition plant operational planning and investment programs

Years' Experience:

21 Years in Air Force and Air National Guard
11 Years on U.S. Senate Armed Services Committee

Previous BRAC Experience

- Florida
- Alaska
- New York
- Oklahoma
- Arizona
- Virginia

Education:

- B. Arch, University of Notre Dame
- MBA The George Washington University
- MSS Naval War College

THE
SPECTRUM
GROUP

Mr. Thomas E. Peoples

Experience Summary:

Mr. Tom Peoples is a former appointed member of the U.S. Defense Science Board. Tom is also a former GENCORP INC. (NYSE"GY") Senior Vice President for International and Government Operations, and a member of the Corporate Executive Leadership Committee; he was also President of the Swiss and Australian subsidiaries and the Foreign Trading Company. In 1995-96 he served on the California Governor's "Corporate Executive Group" advising on BRAC '95 Privatization in Place of those DOD facilities identified for potential closing. Tom also served in the U.S. Army retiring in 1987. His military career included: Appointment as Special Assistant to the Assistant Secretary of Defense (Acquisition); Planning and executing the renovation and redeployment of the US Chemical Weapon Stockpile in Europe; Command of the Task Force that trained the Egyptian Army to clear the Suez minefields in 1974; Field Leader of the EOD Survey at three east coast Army installations slated for transition to the National Park Service in 1973; and for over six years he commanded the Bomb Disposal units assigned to support of the U.S. Secret Service protecting the President and Vice President. He was a company commander in Vietnam during that war and also served in numerous other countries in Europe and South America. He is a current member of the boards of Technical Communications Corp, Concord, Mass.(Where he is Chairman of the Governance & Nominating Committee) and Fraser-Optics, LLC, Warminster, PA.(Where he was Chairman of the Government Security Committee for seven years). He also served for six years as a member of the Board of Directors and was the elected Treasurer of the U.S. National Guard Youth Foundation.

Relevant Experience:

Tom's areas of expertise include corporate Executive Management & Governance, Federal Security Compliance, Due Diligence for M&A, domestic and offshore market penetration, military installation CBRNE removal, remediation, restoration. He successfully managed or represented private sector clients, both domestic and international, in all of those areas.

Summary

Required Experience:

- Business analysis of communities impacted by base realignments & closures
- Conduct of Explosive and Chemical Remediation Assessments
- Conduct of Explosive, Nuclear and Chemical Weapon Renovation and removal operations
- California Governors Executive Group for BRAC 1995

Years' Experience:

- 21 Years in US Army,
- 17 Years as Executive at Six corporations
- 10 Years as Consultant to Corporations on Government Business

Previous Base Closure, Stockpile Relocation & Remediation Experience:

- California
- Maryland
- Virginia
- Nevada
- Germany
- Egypt

TPG
THE PRINCIPI GROUP, LLC

Ms. Carol J. Schmidt

Experience Summary:

Ms. Schmidt has been a senior analyst/consultant since 2012 to The Principi Group, LLC.

Since 2006 Ms. Schmidt has been an Investigator with the Surveys and Investigations Staff, Appropriations Committee (HAC), U.S. House of Representatives. Surveys and Investigations is an independent investigative arm of the HAC that provides rapid, responsive, critical, and nonpartisan investigative analysis to assist the HAC in its appropriations and oversight responsibilities. Members of the investigative team are selected for individual skills and backgrounds as well as the technical and subject matter requirements of the investigation.

Relevant Experience:

Ms. Schmidt served as a Senior Analyst on the 2005 Defense Base Closure and Realignment Commission, Review and Analysis Directorate, Joint Cross Service Team with a primary focus on the comprehensive analyses of Department of Defense Headquarters and Support Activities functions. Her efforts directly impacted closure/realignment decisions involving these respective functions.

Summary

Experience:

- Commanding Officer, Washington Navy Yard/Anacostia Annex
- Inspector General, U.S. Southern Command, Miami, FL
- Director, Community Support and Public Safety Programs, U.S. Atlantic Fleet
- Commander, Military Sealift Command Office, Seattle, WA
- Executive Assistant to Joint Chiefs of Staff Representatives to U.S.-Soviet Nuclear and Space Talks

Years' Experience:

- 29 years' experience in the Navy

Education:

- BA Indiana University
- MA Naval War College

THE
SPECTRUM
GROUP

Mr. Garry B. Richey

Experience Summary:

Upon his retirement from the Senior Executive Service, Garry Richey began his career as an independent consultant for defense related businesses in support of sustainment activities for the US Department of Defense. He consults with businesses as well as senior DoD officials regarding organizational issues, supply chain strategies, depot maintenance issues and performance improvement opportunities. His federal service career spans 35 years of service with over 33 years in the civil service for the United States Air Force. His federal service career included assignments in Texas, Oklahoma, Illinois, Ohio and Georgia. Garry served for over 25 years at Tinker AFB in senior positions including Deputy Director of Propulsion, Director of Commodities Management and culminating in his position as Executive Director of the Oklahoma City Air Logistics Center (OC-ALC).

Relevant Experience:

Garry's area of expertise include depot maintenance, government acquisition and contracting, program management and civil engineering/base support. As Executive Director of the OC-ALC, he reviewed and approved all BRAC related submissions for Tinker AFB for BRAC 2005.

He also served as the Proposal Manager for the USAF bid team for the Propulsion Business Area workload from the 1995 BRAC decision to close Kelly AFB, winning the largest public-private depot maintenance competition in USAF history, valued at more than $10B. As transition manager he dealt with the local reuse authority as well as numerous local, state and federal agencies. He has performed BRAC related studies for the Wichita Falls, TX Military Affairs Committee (Sheppard AFB), and led a BRAC analysis for the Utah Defense Alliance in 2014.

Summary

Required Experience:

- Conducted review and analysis of large DoD depots using BRAC 2005 criteria
- Conducted SWOT analysis for Sheppard AFB, TX
- Senior leader of largest military / industrial complex in state of Oklahoma
- Two decades experience with Oklahoma state and federal legislative members and staffs

Years' Experience:

- 33 years federal service
- 3 years defense consulting

Previous BRAC Experience (State Level):

- Utah

Education:

- BS University of Oklahoma
- MA Webster University

THE
SPECTRUM
GROUP

Ms. Joan Bondareff

Experience Summary:

Greg Sharp is a founding partner and President of The SPECTRUM Group. For more than six years, he served in the Office of Legislative Affairs for the Secretary of the Army and the Office of Legislative Liaison for the Secretary of Defense. He dealt daily with Members of Congress and staff on weapon system R&D and procurement, military construction, and the O&M accounts. He also coordinated defense program issues with officials at the National Security Council, Department of State, and U.S. Allies. Mr. Sharp is also the founder, President, and Executive Director of the National Guard Youth Foundation, established to provide scholarships, employment opportunities, and mentoring for our nation's at-risk youth.

Relevant Experience:

As the President of The SPECTRUM Group, he has extensive experience in all aspects of the base closure and realignment process, having been evolved with assisting over 33 communities during the 1993, 1995 and 2005 BRAC's. He has twenty years of experience in working with US Congress, Department of Defense, the BRAC Commission, and military communities on BRAC related policy and issues. During the 1995 process he managed the Group's efforts in representing twelve communities, personally leading three. During the 2005 process he managed the Group's effort in assisting two states prepare the necessary strategies and tactics to prepare for the BRAC resulting in none of the communities represented being closed or realigned, and in several cases mission gains and employment increases were realized.

Summary

Experience:

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Years' Experience:

20 Years in US Army, 20 with The SPECTRUM Group

Previous BRAC Experience (State Level):

- Florida
- Arizona
- Louisiana
- California
- Bi-State

Education:

- B.A. Oklahoma State University
- M.B.A., University of Santa Clara
- Armed Forces Staff College

THE
SPECTRUM
GROUP

Mr. James C. Sutton

Experience Summary:

Mr. Sutton has extensive program management experience in Army acquisition programs and experience at the Department of the Army headquarters. In addition to services, his experience spans multiple commodities including ammunition, combat and tactical vehicles, engineer equipment, and electronic sensors. His functional expertise covers the entire program life cycle from program development and justification, through competition, management, engineering development, production, and logistics sustainment. As Deputy Assistant Secretary of the Army for Services he was responsible for shaping the Army's institutional strategy for the acquisition of services. He gained this experience in 46 years of military and civilian service to the United States Army.

Relevant Experience:

Mr. Sutton served as the Program Executive Officer, Ammunition where he was responsible for executing all conventional munitions programs of the Army including the milestone decision process and management of Army and joint services munitions. A major additional duty was as the Single Manager Conventional Ammunition for the integration and synchronization of joint services munitions programs. He executed $4 billion annually in Army and joint programs. The assignment followed his duty as Deputy Program Executive Officer, Ammunition. Previously he was the first civilian project manager for Close Combat Ammunition

Summary

Required Experience:

- Management and oversight of joint services ammunition programs
- Execution of programs accomplished by MCAAP
- Assessment of government owned ammunition plant contracts
- Oversight of industrial base program funding justification and execution

Years Experience:

- 22 Years in US Army
- 24 Years senior Army civilian

Education:

- B.S. Middle Tennessee State University
- M.S. University of Southern California
- M.S. Industrial College of the Armed Forces

THE
SPECTRUM
GROUP

Mr. Edward M. Swallow

Experience Summary:

Edward Swallow is a member of The SPECTRUM Group. For more than 30 years he served in ever increasing roles of responsibility in building business in the aerospace and defense industry. Most recently he was the Vice President of Business Development for Northrop Grumman's Federal and Defense Technologies Division. He led major cross organizational teams to develop business growth strategies for internal units as well as well as key customers, such as the Department of Energy. He is a Director of the Society Of Manufacturing Engineers Education Foundation, where he deals with manufacturing base issues across the US and is a regular speaker around the country and on Capitol Hill on advanced manufacturing.

Relevant Experience:

As the leader of The SPECTRUM Group's Business Development and Growth Strategy team, Mr. Swallow provides business growth strategy support to all size organizations across our entire client set. As a Northrop VP, he was responsible for the Federal and Defense markets, which included the Department of Homeland Security, Department of Energy, NASA, NOAA, all the DoD Technology organizations, the Missile Defense Agency and the rest of the civilian Federal Government. He was formerly the operations director for Logicon in Sunnyvale California, where he served as the Defense Industry Member of the Local Reuse Authority for Moffett Naval Air Station and Onizuka Air Force Base, both closed as part of the 1993 BRAC. His efforts resulted in Moffet NAS being turned over to NASA while still picking up the West Coast Air National Guard Search and Rescue mission, which actually expanded the military presence by 100 people and number of runway events per day by 10% while saving significant base operations costs. In his Northrop role, he led the development of capture and campaign strategies across the entire Information Systems Sector, as well as supporting key elements of the Electronic Systems and

Summary

Required Experience:

- Economic analysis of communities impact of base closures
- Conducted SWOT assessments
- Developed Work For Others programs for Defense and Energy organizations

Years' Experience:

24 Years in US Air Force (5 active, 19 reserve) and 30 years in the defense industry

Previous BRAC Experience (State Level):

- Moffet Naval Air Station
- Onizuka Air Force Base

Education:

- B.A. Physics, SUNY Oneonta
- BS Electrical Engineering, Syracuse University
- MS Systems Management, University of Southern California
- Air Command and Staff College

THE
SPECTRUM
GROUP

Mr. Edward M. Swallow

Aerospace Systems Sectors in developing campaign plans for moving into adjacent markets and expanding to new customers. He led the internal team that evaluated the entire supply chain and created plans for focused streamlining of supplier relationships that not only saved significant funds for the corporation and its customer, but won Small Business, Veteran Owned, Minority Owned Business and Native American Owned business awards from the DoD, Veterans Administration, State Department and Department of Homeland Security. He supported several Northrop customers in developing strategies for growing Work For Others (WFO), such as the Nevada Test Site and Los Alamos National Laboratory. For NTS, he created an opportunity to provide destructive testing of technology programs, characterization of homemade explosives for threat assessments and blast mitigation techniques for the Department of Homeland Security. This $15M per year minimum commitment has continued to grow as a partnership between DHS and DoE and support 75 full time and many part time positions. He is also a member of the board of directors of the Society of Manufacturing Engineers Education Foundation and has a strong track record in bringing commercial, aerospace and defense contractors together to create unique business outcomes. Mr Swallow will serve on the subcontracting and defense contractor teams.

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	19
Department:	Community & Economic Development	**Account Code:**	
Prepared By:	Leroy Alsup, Director	**Budgeted Amount:**	
Date Prepared:	June 1, 2015	**Exhibits:**	3

Subject

Consider and act upon, an ordinance amending Chapter 99, Telecommunications, of the McAlester City Code by amending Section 99.55 Telecommunication Facility Standards; repealing all conflicting ordinances and declaring an emergency.

Recommendation

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

Discussion

The CLSGroup Telecommunications Division is pursuing the opportunity to construct a 154' Monopole Telecommunications Cell Tower on North Main. Upon review of the site plans they submitted it was determined that the Cell Tower proposed by the CLSGroup was not in compliance with the required 500 foot setback from any residential structure nor the required setback for adjacent public right-of-ways (Park Avenue).

Staff reviewed the authority granted by city ordinances to the Board of Adjustment and found that the Board of Adjustment was not granted any authority to grant a variance on any of the Telecommunications Facility Standards set forth in Chapter 99 for Towers and Antennas. Subsequently, the CLSGroup submitted a proposed amendment to McAlester Code of Ordinances, Chapter 99- Telecommunications, Article II. Towers and Antennas, Sec. 99.55. Telecommunications Facility Standards, Setback and Fall Zones.

At their May 28, 2015 Special Planning Commission Meeting, the Planning Commission voted to recommend to the City Council to amend Chapter 99, Telecommunications, of the McAlester City Code by amending Section 99.55 Telecommunication Facility Standards.

The following documents are attached for your reference:

1. Draft Ordinance to amend Chapter 99, Telecommunications, of the McAlester City Code.
2. Draft Minutes of May 28, 2015 Special Planning Commission meeting.
3. May 27, 2015 Staff Report to the Planning Commission with attachments.

Approved By

		Initial	*Date*
Department Head	L. Alsup		06/01/2015

City Manager	P. Stasiak		

ORDINANCE NO. _____

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

****

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that:

SECTION 1. That Chapter 99, Telecommunications, of the McAlester City Code is hereby amended by amending Section 99.55 Telecommunication Facility Standards as follows:

Chapter 99- Telecommunications

ARTICLE I. IN GENERAL

Secs. 99-1-99-50. Reserved.

ARTICLE II. TOWERS AND ANTENNAS

Sec. 99-51. Purpose.
The purpose of these regulations for telecommunication facilities are:
(1) To facilitate the provisions of telecommunication services throughout the city;
(2) To enhance the ability to provide telecommunications services to the community quickly, effectively, and efficiently.
(3) To encourage the location of towers in non-residential zone districts;
(4) To minimize the total number of towers in the community;
(5) To encourage the joint use of new and existing tower locations;
(6) To ensure that towers are located in areas that minimize adverse impacts;
(7) To ensure towers and antennas are configured in a way that minimizes adverse visual impacts by careful design and appropriate siting;
(8) To encourage the attachment of antennas to existing structures;
(9) To consider public health and safety of telecommunications facilities;
(10) To avoid damage to adjacent properties from tower failure through careful engineering and locating of tower structures; and
(11) To protect residential areas and lands by minimizing adverse impacts of towers.

Sec. 99-52. Definitions.
Accessory support facilities shall mean support buildings, structures and equipment cabinets for telecommunications facilities containing electrical and mechanical equipment and devices used for the reception of or transmission of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities.

Alternative tower structure shall mean manmade trees, clock towers, bell steeples, building structures or building equipment normally maintained above the roof line of a structure, light poles and similar alternative design-mounting structures. An alternative tower structure must be compatible with the natural setting and surrounding structures, and must camouflage or conceal the presence of antennas and/or towers. This term also includes any antenna array attached to the alternative tower structure.

Antenna shall mean any exterior transmitting or receiving devices mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies, (excluding radar signals), wireless telecommunications signals, or other communication signals.

Backhaul network shall mean the lines that connect a provider's tower/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

FAA- Federal Aviation Administration.

FCC: Federal Communications Commission.

Telecommunications facilities shall mean the plant, equipment and property, including but not limited to, cables, wires, conduits, ducts, pedestals, antennae, towers, alternative towel' structures, electronics and other appurtenances used to transmit, receive, distribute, provide or offer telecommunications services.

Telecommunications service shall mean the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit or any closed transmission medium.

Tower shall mean any structure designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and other similar structures. This term also includes any antenna or antenna array attached to the tower structure.

Tower height shall mean, when referring to a tower or other alternative tower structure, the distance measured from the lowest point within ten feet of the structure to the highest point on the tower or other alternative tower structure, including the base pad and any antenna.
(Ord. No. 2116, § 2, 5-23-00)

Sec. 99-53. Permit required.
Telecommunications facilities shall be regulated and permitted pursuant to this article.

(1) A telecommunications facility shall obtain a permit as a condition for the siting, construction, or operation of the telecommunications facility. The fee for the permit shall be $10.00 for each foot of tower height.

(2) These regulations shall apply to all towers and antennas, as defined, except:
   a. Any tower or antenna, not more than 70 feet in height, owned or operated by a federally-licensed amateur radio station operator, if it is used exclusively as a receive-only facility;
   b. Any antenna colocated on an existing telecommunications facility, except as expressly provided in this article;
   c. A telecommunications facility located or colocated on property, which is owned by the City of McAlester and designated by the City of McAlester as a site suitable for location of a telecommunications facility.

(3) Any violation of this article is hereby declared to be a nuisance. In addition to any other relief or penalty provided by law, the City of McAlester may apply to district court for an injunction to prohibit the continuation of any violation of this article.

Sec. 99-54. Colocation requirements.

(a) All applicants for a telecommunications facility permit shall colocate on an existing facility if it is feasible to do so. An existing facility shall be deemed available for colocation if:

- The facility is within the search ring of the applicant or within a reasonable distance so as to fit into the applicant's design;
- Space is available on the facility; and
- The applicant and the facility owner will lease space to applicant at a reasonable market rate.

(1) If the applicant finds that colocation is not feasible, it shall submit to the city a written statement of the reasons for the infeasibility. The city may retain a technical expert in the field of radiofrequency (RF) engineering to determine whether colocation at the site is feasible. The cost for such a technical expert will be at the expense of the applicant.

(2) The city may deny the permit unless the applicant demonstrates to the city by substantial evidence that existing telecommunications facilities cannot accommodate the applicant's proposed antenna.

(b) A telecommunications tower shall not be permitted unless the owner of the proposed tower certifies to the city that the tower is available for use by other telecommunications service providers on a reasonable and non-discriminatory basis. Towers shall be designed and built to accommodate a minimum of three telecommunications facilities.

(c) To facilitate colocation and coordination of telecommunications sites, all telecommunications service providers shall, within ninety (90) days of the publication of this article, provide the city with their prospective antenna plans. Said plans shall include detailed maps showing the locations of all telecommunications towers serving any portion of the city and indicating coverage areas for current and, to the extent possible, future telecommunications towers.

(d) Providers shall also provide the city with any updates to the above documents within 90 days of their creation.

Sec. 99.55. Telecommunications facility standards.

The following telecommunications facility standards shall apply to all towers; provided, however, that the planning commission may reduce the standard(s) if the goals of this article would be better served thereby.

Attractive nuisance. No tower may be located within 250 feet of a playground, ball field or other area used for active recreation within a park or school. Where such locations are well suited for placement of towers on municipal property, special fencing may be required.

Compatibility. Telecommunications facilities shall either maintain a galvanized finish or, subject to applicable standards of the FAA, be painted so as to reduce visual obtrusiveness. Dish antennas shall be of neutral, non-reflective color with no logos. The exterior equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral

aggregate finish or be painted to reflect the color and character of adjoining structures or blend with adjacent landscape and other surroundings.

Guy wires must be anchored no closer than 25 feet from any property line. Guy wires shall not cross or encroach any overhead telephone or electric powerlines.

Height. No telecommunications tower shall exceed 200 feet in height, including antenna array.

Interference. Applicants shall demonstrate that the planned telecommunications facility will not cause radio frequency interference with other existing or planned equipment. Such interference is prohibited.

Landscaping. All telecommunications sites shall be landscaped with non-deciduous trees, at least six feet in height that will attain a height of at least 50 feet in height at maturity. The trees shall be planted on ten-foot centers, on all sides of the site, on the outside of the required fence.

Lighting. Illumination of telecommunications towers is prohibited except as required by the FAA. Any required lighting shall be directed upward and away from adjoining properties. Ground level security lighting shall not be more than 20 feet in height.

Parking. Each telecommunications site shall have a minimum of one space per provider with no more than three parking spaces per site located adjacent to the ingress/egress point.

Security fence. A fence not less than eight feet, nor greater than ten feet, from finished grade shall be installed around the site to completely enclose the towers and anchored location of guy wires, if used. Such fences shall be constructed of chain link, woven wire, or solid metal.

~~*Setback and fall zones.* No new tower shall be sited within 300 feet of any residential use. No new tower shall be sited within 500 feet of any residential structure. Any new tower adjacent to a public right-of-way shall be set back a minimum of one foot for each foot of tower height or 75 feet, whichever distance is greater.~~

Setbacks and Separation

Setbacks. The following setback requirements shall apply to all new towers:

a. *Towers shall be set back a distance equal to at least 100 percent of the height of the tower from its base or 75 feet, whichever distance is greater, from any adjacent public right-of-way, areas with access to the public, or property line of the lot or parcel containing the tower. However, for towers of a monopole design, if an independent structural engineer agreeable to the City specifies in a written document sealed by an Oklahoma Licensed Engineer that any collapse of the monopole tower will occur within a lesser distance under all foreseeable circumstances the planning commission may approve a shorter setback standard on a case by case basis.*
b. *Accessory buildings shall satisfy the minimum zoning district setback requirements.*

Separation. The following separation requirements shall apply to all new towers and antennas:

a. *All new towers shall be located a minimum distance of 300 feet or two (2) times the height of the tower from its base, whichever is greater, from any residential structure or residentially zoned lot or parcel.*

b. On non-residentially zoned lots or parcels or nonresidential uses there shall be no separation requirements; but setbacks requirements shall still apply to all new towers

Signs. Signs on telecommunications towers shall be limited to those displaying the name, registration number, and emergency contact number of the tower owner or signs required by the FCC regulations, or signs containing warning or safety instructions. Signs shall be limited to four square feet. Advertising on signs is prohibited.

Spacing. No tower shall be located closer than 500 feet from another tower. Any new tower in excess of 100 feet in height shall be located a minimum of one mile from any existing tower in excess of 100 feet in height.

Sec. 99-56. Alternative structure standards.
A telecommunications facility may be permitted on an alternative tower structure at least 30 feet tall under the following conditions, which shall be in addition to the requirements of sections 99-55 and 99-57:

(1) The facility and its accessory support facilities comply with all zoning requirements applicable to the alternate structure and the provisions of section 99-55 of this Code;

(2) If the facility or any accessory support facility is located upon the roof of a structure, each such facility shall be set back a distance at least equal to the height of the telecommunications facility unless the facilities are screened or camouflaged in a manner that is compatible with the surrounding property. The top of the antenna or other facility shall not be more than 30 percent of the height of the alternate structure, or 75 feet, whichever is less.

(3) The alternative structure must be similar in color, scale and character to adjoining buildings or structure or blend with the landscaping and other surroundings immediately adjacent to them so as to generally avoid the creation of unique visual objects that stand out in the environment; and

(4) Prior to the installation of any building roof mounted telecommunications facility, the applicant shall furnish to the city an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and accessory support facility or equipment.

Sec. 99-57. Specific standards.
All telecommunications facilities shall be erected and operated in compliance with current FCC and FAA rules and regulations and other applicable federal, state, and local standards. Applicant must provide a copy of its FCC license or, if the applicant is not an FCC license holder, a copy of at least one letter from an FCC license holder to locate at least one antenna on the applicant's tower.

(1) *Environmental standards.* Ground mounted equipment for personal wireless service facilities shall not generate noise in excess of 50 db at the property line. Roof-mounted or side-mounted equipment for personal wireless services shall not generate noise in excess of 50 db at ground level at the base of the building closest to the antenna.

(2) *Structural standards.* Telecommunications tower structures must conform to the most current revision of EIA222 standards. Guyed telecommunications towers shall be designed and located such that, if the structure should fall, it will avoid habitable structures and public ways. An engineer's certification of the structural integrity of the tower and associated equipment shall be required.

(3) *Wind standards*. Telecommunications facilities shall be designed and engineered to withstand wind loadings and other design standards as defined by BOCA and ANSI for the county in which the municipality is located.

Sec. 99-58. Permit conditions.

(a) *Abandonment*. A telecommunications service provider shall post a bond or other security sufficient to pay for the removal of any abandoned facility. No owner or occupant of property within the city shall permit, leave or cause to be left on any said property any telecommunications facility which has been abandoned or discontinued for use. The provider shall remove its facility within 90 days of the date that it discontinues its use of the facility. If the provider fails to remove the facility within the required time, the facility shall be deemed abandoned. The city shall have the authority to enter the premises and remove the abandoned facilities. All costs of removal that exceed the amount of bond or security posted for that purpose shall be collected from the provider or property owner in the manner provided for summary abatement of nuisances. This requirement shall apply to colocated facilities unless the colocation agreement provides for the removal of abandoned facilities by the tower operator.

(b) *Defective facilities*. Defective or unsafe antennas, telecommunications facilities shall be repaired or removed within three months at the owner or operator's expense. If not removed, the city may remove at the expense of the owner or operator.

(c) *Non-conforming use*. Existing towers that do not comply with the new regulations may continue. They may not be expanded or replaced unless they meet the new regulations. If they are damaged or destroyed, they may be repaired or restored to their former use, location and physical dimensions without complying with the new regulations.

Sec. 99-59. Permit approval process.

(a) *Public notification*. Except for a proposed telecommunications facility which colocate on an existing tower, the applicant for a permit shall notify all property owners within 300 feet of the outer boundary of the property proposed for the location of the facility. Such notice shall explain the character and dimensions of the proposed telecommunications facility and give an address for the property owners to submit written comments to the applicant. The notice shall include a drawing or other representation of the visual aspects of the proposed facility.

(b) *Permit term*. The permit issued for any telecommunications facility which has a tower over 50 feet in height shall be valid for 15 years. At the end of that period, the facility shall be removed by the carrier or a new permit shall be required.

SECTION 2. That all other ordinances or parts of 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 3: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____ _____ 2015.

(SIGNATURES ON THE NEXT PAGE)

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By: _____
Steve Harrison, Mayor

_____
Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____ 2015.

By:_____
William J, Ervin, City Attorney

McAlester Planning Commission Minutes
Tuesday, May 28, 2015 Special Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1 **Call to Order and Roll Call**
Vice Chairman Primus Moore called the meeting to order at 6:30 PM. Roll was called, and a quorum was present.

Commissioners Present: 8

Harvey Bollinger	Ross Eaton	Justin Few	Susan Kanard
Denise Lewis	Primus Moore	Karl Scifres	Chris Taylor

Commissioners Absent: 3

Mark Emmons	Carl Gullick	Karen Stobaugh

Item 2 **Approval of the Minutes from April 21, 2015**
Action was tabled to the next meeting.

GENERAL BUSINESS:

Item 3 **Discussion and action on an ordinance to amend the McAlester City Code, Chapter 99 Telecommunications (Ordinance No. 2116).**

Vice Chairman Moore opened the item for discussion at 6:31 PM. Leroy Alsup, Director of Community and Economic Development, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference.

Commissioner Eaton pointed out the wording of a residential structure or residentially zoned lot or parcel, and the possible redundancy because a residential structure was on a residentially zoned lot. Mr. Alsup pointed out the exception of residential structures grandfathered into commercial areas after rezoning. Commissioner Kanard inquired who hired the independent qualified structural engineer. Mr. Alsup answered the developer who proposed the tower would pay for an independent structural engineer that was acceptable to the City.

Ken Kerr, Site Acquisition Manager for CLS Group located at 609 S Broadway, Suite D, Edmond, Oklahoma, stated that he agreed with Mr. Alsup's recommendation. Mr. Kerr indicated that his company in the past has experienced difficulty finding lots that met set back requirements in cities and towns, so they typically had to request variances from the Board of Adjustment. Mr. Kerr stated McAlester was unique because the ordinances for telecommunications was not under the Land Development Chapter and provided no method of applying for a variance. He indicated the recommended ordinance amendments by Mr. Alsup allowed both flexibility for his company and oversight for the City. Mr. Kerr noted that current monopole designs were not as intrusive, and he had not received an objection to the construction of one in five years. He added the tower for McAlester was a capacity tower co-located with two other potential providers to offload capacity from three other towers.

Commissioner Eaton asked Mr. Kerr if offloading capacity meant removal of other towers. Mr. Kerr stated that was not the case because the area population and demand on the existing towers were full which limited coverage and slowed data, as he explained the new tower filled gaps to take capacity off other towers and met customer demands. Vice Chairman Moore inquired on the quantity of towers planned. Mr. Kerr answered the one planned tower that would hold three carriers. He added that carriers usually shared the towers because it was cheaper than building new towers.

Vice Chairman Moore opened for discussion by the Commission. Commissioner Bollinger suggested on the monopole design the language be changed from a qualified independent structural engineer to an independent structural engineer as specified in the written document sealed by an Oklahoma licensed engineer. He stated that in his opinion the information needed to be from an Oklahoma engineer and a license engineer rather than an unlicensed engineer because anything the City did by state law required a license engineer. Mr. Alsup noted the language included the word "may" so the City could still reject anything submitted by an engineer not licensed or qualified.

Mr. Alsup, suggested that since the BOA currently did not have any authority to provide variances on the Telecommunication Facility Standards, to provide some flexibility the language "that the planning commission may reduce the standard setback requirements if the goals of this article would be better served thereby" in staffs recommended ordinance amendment be moved to the beginning of Sec. 99.55 and be made applicable to all of the Telecommunication Facility Standards.

Vice Chairman Moore closed discussion on the matter at 6:58 PM and called for a motion. Commissioner Bollinger motioned to approve staff's recommended ordinance amendments with the suggested modifications to include Oklahoma licensed engineer and the Planning Commission's ability to review Telecommunications Facility Standards The motion was seconded by Commissioner Taylor. No other motions were made and Vice Chairman Moore called for a vote.

The vote was 8-0
AYE: Few, Kanard, Lewis, Scifres, Taylor, Bollinger, Eaton, Moore
NAY: None
The motion carried.

Item 4 **Discussion and action on an ordinance to amend the McAlester City Code, Division 3. Zoning Districts and District Regulations; Subdivision II. Specific Districts by deleting the existing Sections 62-612 Wyandotte Avenue Corridor Development and 62-213 Wade Watts Corridor Development and replace them with a new Section 62-212 Wyandotte/Wade Watts Avenue Corridor Development..**

The item was tabled to the next meeting.

Item 5 **Staff Report**
There was no Staff Report.

Item 6 **Commission Report**
There was no Commission Report.

Item 7 **Adjournment**
A motion made by Commissioner Scifres was seconded by Commissioner Eaton to adjourn the meeting at 7:01 PM. There was no objection. The motion carried.

Approved: _____
Date

By: _____
Planning Commission Chairman

City of McAlester

Community and Economic Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970

PLANNING COMMISSION
STAFF REPORT- PROPSED ZONING ORDINANCE AMENDMENT
May 28, 2015

To: McAlester Planning & Zoning Commission
From: Leroy Alsup, Community & Economic Development Director LA
Date: May 27, 2015

GENERAL DESCRIPTION:

Discussion and action on an amendment to the McAlester City Code, Chapter 99 Telecommunications (Ordinance No. 2116), proposed by the CLSGroup Telecommunications Division.

BACKGROUND INFORMATION:

The CLSGroup submitted site plans for a 154' Monopole Telecommunications Cell Tower.

Pursuant to McAlester Code of Ordinances, Chapter 99- Telecommunications, Article II. Towers and Antennas, Sec. 99.55. Telecommunications Facility Standards, Setback and Fall Zones.

> "No new tower shall be sited within 300 feet of any residential use. No new tower shall be sited within 500 feet of any residential structure. Any new tower adjacent to a public right-of-way shall be set back a minimum of one foot for each foot of tower height or 75 feet, whichever distance is greater."

Upon review of the site plans submitted it was determined that the proposed 154' Monopole Telecommunications Cell Tower proposed by the CLSGroup was not in compliance with the required 500 foot setback from any residential structure nor the required setback for adjacent public right-of-ways (Park Avenue).

Staff reviewed the authority granted by city ordinances to the Board of Adjustment and found that the Board of Adjustment was not granted any authority to grant a variance on any of the Telecommunications Facility Standards set forth in Chapter 99 for Towers and Antennas.

Subsequently, the CLSGroup has submitted a proposed amendment to McAlester Code of Ordinances, Chapter 99- Telecommunications, Article II. Towers and Antennas, Sec. 99.55. Telecommunications Facility Standards, Setback and Fall Zones inserted below for consideration by the City of McAlester.

> "No new tower shall be sited within ~~300 feet of any residential use. No new tower shall be sited within 500 feet of any residential structure~~ *a distance equal to 125 percent of the height of the tower from any residential zoned property*. Any new tower adjacent to a public right-of-way shall be set back a minimum of one foot for each foot of tower height or 75 feet, whichever distance is greater, *except towers of a monopole design*. *All monopoles shall be set back a distance equal to 25 percent of the height of the monopole from any public right-of-way, unless a qualified*

structural engineer specifies in writing that any collapse of the pole will occur within a lesser distance under all foreseeable circumstance."

In their cover letter recommending the ordinance amendment, the CLSGroup cited similar zoning ordinance references from the City of Oklahoma City and the City of Los Angeles in support of their proposed ordinance amendment.

City of Oklahoma City, Oklahoma:
"*1. All towers shall be located so as to provide a minimum distance equal to* 125 percent of the height of the tower from any residential district or use."

City of Los Angeles, California:
"(b) Antenna Setback. (i) Monopole setback. Monopoles shall be designed at the minimum functional height. All monopoles shall be set back a distance equal to 20 percent of the height of the monopole, from all abutting streets, residential uses, and in all zones, or areas with access to the public, unless a qualified structural engineer specifies in writing that any collapse of the pole will occur within a lesser distance under all foreseeable circumstance."

In a follow-up email from Ken Kerr on May 27, 2015 the CLSGroup cited additional zoning ordinance references from the State of Oklahoma and Oklahoma County in support of their proposed ordinance amendment.

The State of Oklahoma has the following setback requirements:
"*5.07 Setbacks and Separation*
The following setbacks and separation requirements shall apply to all towers:
A. Tower setbacks shall be a distance equal to one-third the height of the tower from its base to any public right-of-way or property line of the lot or parcel containing the tower.
B. All structures shall meet the setback, screening and buffer requirements contained herein, and shall be located a minimum distance of two (2) times the height of the tower from any residential structures."

Oklahoma County has the following setback requirements:
"*4.405 Setbacks and Separation*
The following setbacks and separation requirements shall apply to all towers:
1. Tower setbacks shall be a distance equal to one-third the height of the tower from its base to any public right-of-way or property line of the lot or parcel containing the tower.
2. Guywires, accessory buildings and facilities shall meet the minimum building setback requirements as set forth in the Oklahoma County Zoning Regulations and contained herein.
3. All structures shall meet the setback, screening and buffer requirements contained herein, and shall be located a minimum distance."

City staff reviewed Telecommunication Tower Ordinances from the City of Broken Arrow, City of Muskogee and the City of Shawnee and provides the additional citations for background information for review by the Planning Commission:

City of Muskogee
"(4) *Setbacks. The following setback requirements shall apply to all towers for which a special use permit is required; provided, however, that the planning commission may reduce the standard setback requirements if the goals of this article would be better served thereby:*
a. Towers must be set back a distance equal to at least 75 percent of the height of the tower from any adjoining lot line.
b. Accessory buildings must satisfy the minimum zoning district setback requirements.

(5) Separation. The following separation requirements shall apply to all towers and antennas for which a special use permit is required; provided, however, that the planning commission may reduce the standard separation requirements if the goals of this article would be better served thereby.

a. Separation from off-site uses/designated areas.

1. Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 1, except as otherwise provided in Table 1 below.

2. Separation requirements for towers shall comply with the minimum standards established in Table 1 below.

TABLE 1.	
Off-Site Use/Designated Area	*Separation Distance*
Single-family or duplex residential units[1]	*200 feet or 300% height of tower, whichever is greater*
Vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	*200 feet or 300% height of tower,*[2] *whichever is greater*
Vacant unplatted residentially zoned lands[3]	*100 feet or 100% height of tower, whichever is greater*
Existing multifamily residential units greater than duplex units	*200 feet or 300% height of tower, whichever is greater*
Nonresidentially zoned lands or nonresidential uses	*None; only setbacks apply*

Notes:

[1]Includes residential district manufactured homes and mobile homes used for living purposes.

[2]Separation measured from the base of the tower to the closest building property/lot line.

[3]Includes any unplatted residential use properties without a valid preliminary subdivision plan or valid development plan approval and any multifamily residentially zoned land greater than duplex."

City of Shawnee

"2. All monopole towers shall maintain a setback one hundred twenty (120%) percent of the tower height from the property line. All sectional towers shall maintain a setback of eighty (80%) percent of the tower height from the property line."

The general acceptance of Telecommunications Cell Towers by local residents has significantly improved since the year 2000, when the City of McAlester's Telecommunication Ordinance was adopted. The appearance and ability of especially the Monopole Cell Towers to better blend in the surroundings has improved over time as well. Amending the restrictive Setback and Fall Zone Standards in the City of McAlester's Ordinance to a more flexible standard would probably allow local residents enhanced cell phone signal coverage without adversely impacting our residential neighborhoods.

STAFF RECOMMENDATION:

McAlester Code of Ordinances, Chapter 99- Telecommunications, Article II. Towers and Antennas, Sec. 99.55. Telecommunications Facility Standards, Setback and Fall Zones Ordinance Amendment recommended by City Staff for review and consideration:

"~~No new tower shall be sited within 300 feet of any residential use. No new tower shall be sited within 500 feet of any residential structure. Any new tower adjacent to a public right-of-way shall be set back a minimum of one foot for each foot of tower height or 75 feet, whichever distance is greater~~."

Setbacks and Separation

Setbacks. The following setback requirements shall apply to all new towers; provided, however, that the planning commission may reduce the standard setback requirements if the goals of this article would be better served thereby:

a. Towers shall be set back a distance equal to at least 100 percent of the height of the tower from its base or 75 feet, whichever distance is greater, from any adjacent public right-of-way, areas with access to the public, or property line of the lot or parcel containing the tower. However, for towers of a monopole design, if a qualified independent structural engineer specifies in writing that any collapse of the monopole tower will occur within a lesser distance under all foreseeable circumstances the planning commission may approve a shorter setback standard on a case by case basis.

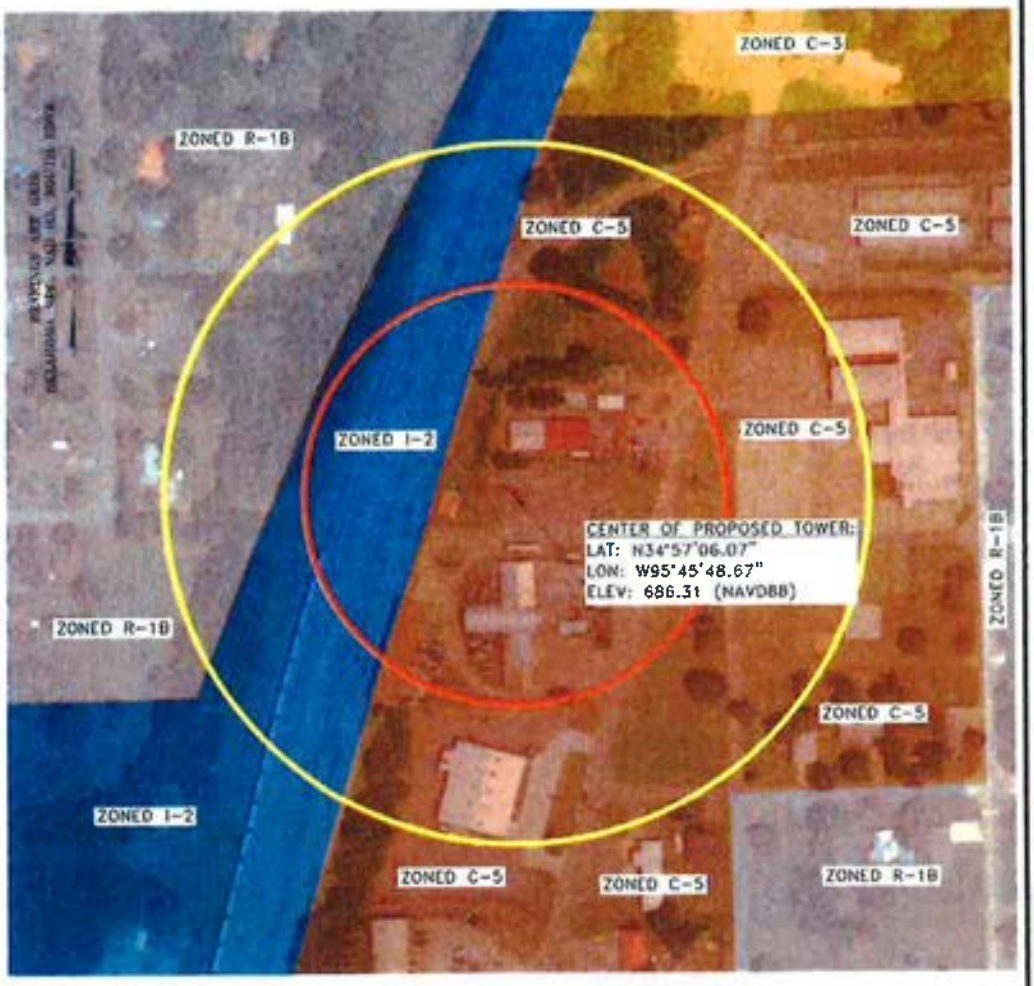
b. Accessory buildings shall satisfy the minimum zoning district setback requirements.

Separation. The following separation requirements shall apply to all new towers and antennas; provided, however, that the planning commission may reduce the standard separation requirements if the goals of this article would be better served thereby.

a. All new towers shall be located a minimum distance of 300 feet or two (2) times the height of the tower from its base, whichever is greater, from any residential structure or residentially zoned lot or parcel.

b. On non-residentially zoned lots or parcels or nonresidential uses there shall be no separation requirements; but setbacks requirements shall apply to all new towers

SW/4 SECTION 31,
T 6 N - R 15 E, I.M.,
PITTSBURG COUNTY, OKLAHOMA



LEGEND

= 300' RADIUS (Nearest residential zoned use: 311'±)
= 500' RADIUS (Nearest residential structure: 502'±)

0 100' 200' 300'
SCALE IN FEET

SURVEYOR'S STATEMENT
The "CENTER OF PROPOSED TOWER" coordinates are based on State Plane Coordinates, NAD 83, Oklahoma South Zone data. The 300' and 500' radius circles are relative to the center of proposed tower. Zoning information was provided by others and was not verified by Gateway Services Group, LLC.

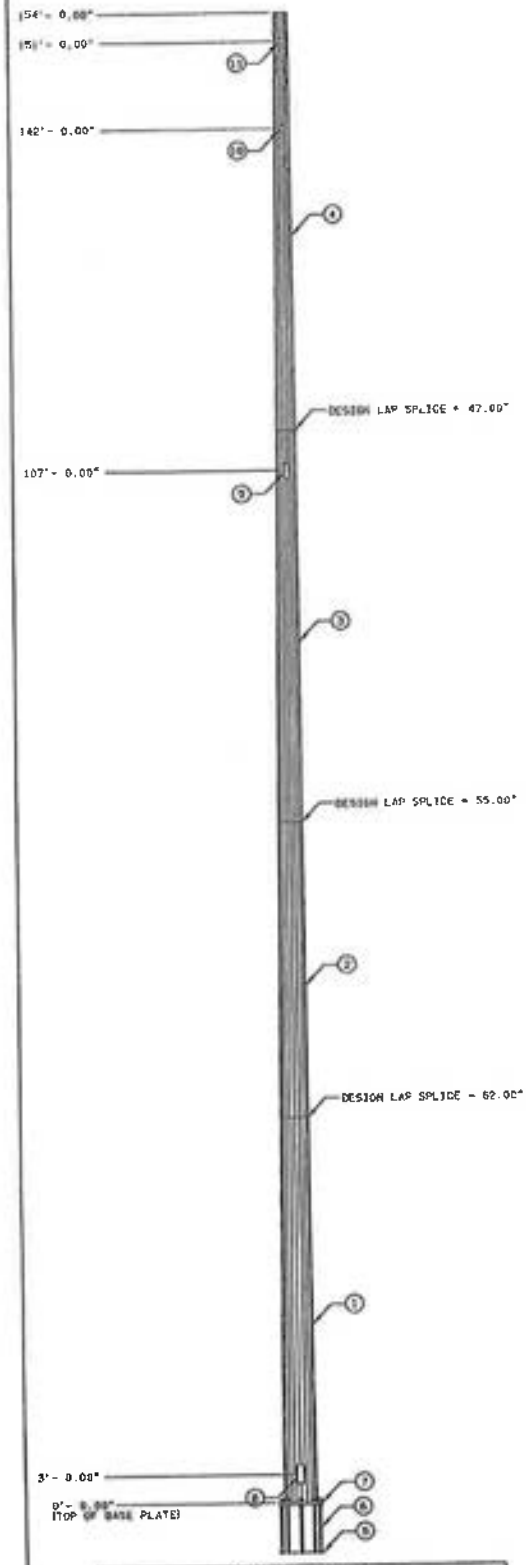
LICENSED PROFESSIONAL LAND SURVEYOR
FRED ANTHONY SELENSKY
2-27-2015
1860
OKLAHOMA

2-27-2015
FRED ANTHONY SELENSKY
OKLAHOMA L.P.L.S. 1860

CLSGroup
Gateway
Gateway Services Group, LLC

EXHIBIT "A"
McALESTER NORTH TOWER
SETBACK EXHIBIT
SECTION 31, T 6 N - R 15 E, I.M.,
PITTSBURG COUNTY, OKLAHOMA

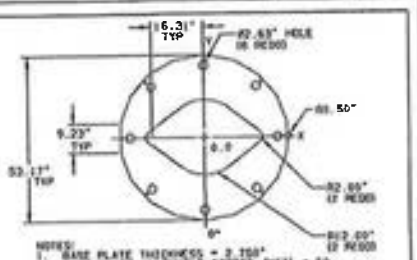
REV	DRW	DESCRIPTION	DATE
1	FSG	SHOW RADIUS AND ZONING	02/23/15
2	FSG	REVISED LEGEND	02/27/15



SECTION INFORMATION					
ITEM ID	LENGTH	BASE OD	TOP OD	THK	MATL
1	49' - 0.00"	39.00"	32.00"	0.313"	A572 65 KSI
2	55' - 0.00"	33.00"	21.00"	0.250"	A572 65 KSI
3	44' - 0.00"	26.00"	21.00"	0.219"	A572 65 KSI
4	49'-11.00"	22.00"	15.00"	0.188"	A572 65 KSI

ITEM ID	NO. REQD	FEATURES	UNIT WEIGHT (LBS)	WEIGHT (LBS)
1	1	SECTION 1 VALMONT S-30 0.313" THK (A572 GR65)	5,309	5,309
2	1	SECTION 2 VALMONT S-30 0.250" THK (A572 GR65)	2,681	2,681
3	1	SECTION 3 VALMONT S-30 0.219" THK (A572 GR65)	2,052	2,052
4	1	SECTION 4 VALMONT S-30 0.188" THK (A572 GR65)	1,672	1,672
5	1	BOTTOM CAGE PLATE	95	95
6	8	2.25" ANCHOR BOLT LENGTH=5.50" A615 GR75	56	225
7	1	BASE PLATE VALMONT S-30 2.250" THK (A572 GR50)	1,228	1,228
	1	TOP CAGE PLATE (MOUNT BEFORE SETTING POLE)	124	124
	1	CAPTIV CLOSURE CABLE LENGTH = 144.00"	109	109
	3	GROUNDING LUG	2	6
		DIMENSIONS	254	254
	114	STEP AND CLIP (VALMONT STANDARD)	1	57
8	3	HAND HOLE SIZE (8" x 24")	48	144
9	3	HAND HOLE SIZE (6" x 18")	16	54
10	3	HAND HOLE LR (6" x 18")		
11	3	HAND HOLE UR (6" x 18")		
	1	POLE CAP	15	15

HOLE COORDS (INCHES)	
X-COORD	Y-COORD
23.14	8.60
16.35	19.22
8.80	23.15



BASE PLATE / ANCHORAGE CHARACTERISTICS

NOTES:

1. FACTORED REACTIONS FOR FOUNDATION DESIGN.
   MOMENT = 43,615 IN-KIPS
   SHEAR = 13,455 #
   VERTICAL = 21,630 #
2. GALVANIZED PER ASTM A-123.
3. DESIGN CRITERIA: ANSI/TIA 222-G ADDENDUM 2
4. THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADING:
   EXPOSURE CATEGORY = C
   STRUCTURE CLASSIFICATION = 2
   TOPOGRAPHY CATEGORY = 1
   WIND LOAD CASES ARE BASED ON 3 SECOND GUST AND 50 YEAR WIND RETURN PERIOD
   A. CASE 1: WIND = 90 MPH WITHOUT ICE
   B. CASE 2: WIND = 30 MPH WITH ICE AND WIND SPEED
   C. DESIGN ICE THICKNESS = 1.00 INCH
   D. EQUIPMENT

DESCRIPTION	MTG HT. (FT)	CENTROID HT. (FT)	WITHOUT ICE EPA (FT**2)	WITHOUT ICE WT (LBS)	WITH ICE EPA (FT**2)	WITH ICE WT (LBS)
6-PANEL (8' X 1' X 6")	154.00	154.00	48.42	654	64.86	3330
3-T-ARM SPI 3' S/O 12' C/A	154.00	154.00	11.07	618	19.86	1584
6-PANEL (8' X 1' X 6")	144.00	144.00	48.42	654	64.80	3306
3-T-ARM SPI 3' S/O 12' C/A	144.00	144.00	11.07	618	19.53	1575
6-PANEL (8' X 1' X 6")	109.00	109.00	48.42	654	64.32	3216
3-T-ARM SPI 3' S/O 12' C/A	109.00	109.00	11.07	618	19.35	1542

5. FEEDLINES ARE PLACED INTERIOR TO POLE SHAFT (UNLESS NOTED OTHERWISE).
6. TOTAL POLE HEIGHT IS 158 FT AGL
7. ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE (APPROX 1 FT AGL)

EXPIRES ON

FEB 28 2016

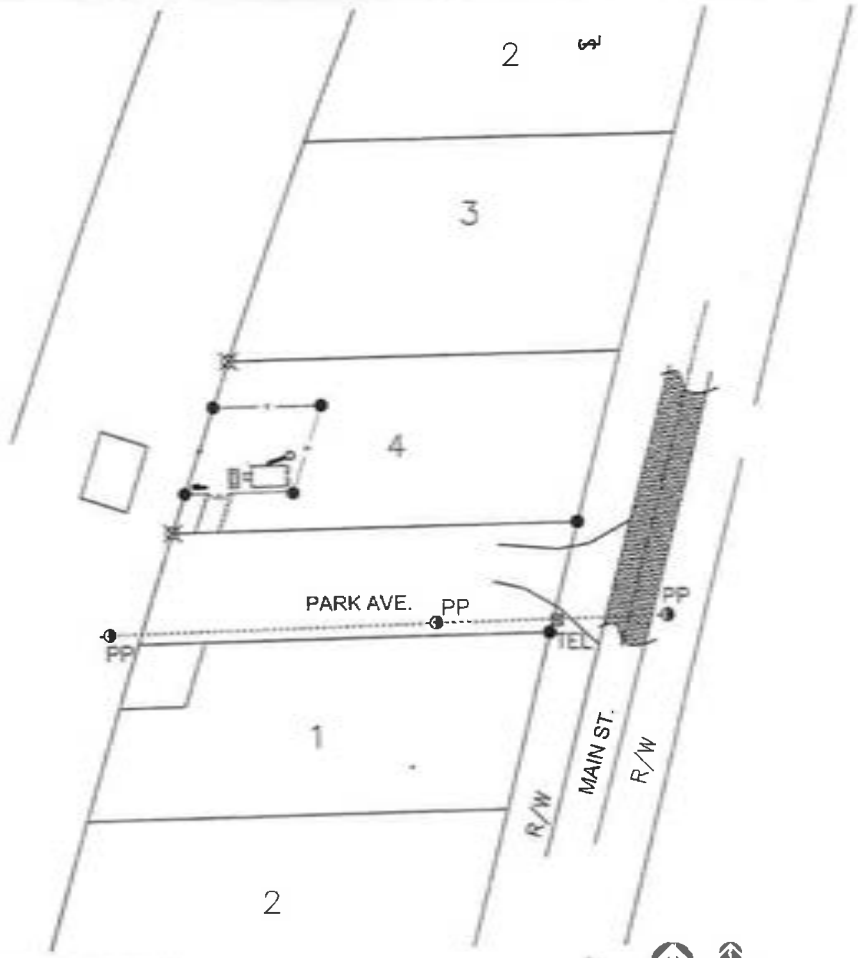
REGISTERED PROFESSIONAL ENGINEER
JEFFERY E. GRASEMAN
18566
OKLAHOMA

OCT 27 2014

WORK ORDER	DRAWN	FILE NO	SCALE	DATE	DWG
271490		271490	NONE	10/27/14	NAHT

DESCRIPTION
OLS GROUP 158' POLE, SITE MCALESTER, OK 271490

valmont



1 OVERALL SITE PLAN
SCALE: 1/64"=1'-0"

OK PE# 18958 EXP. 01/31/2016

CLSGroup TELECOMMUNICATIONS
609 S. KELLY AVENUE, STE. D EDMOND, OK 73003
PH.: (405) 348-5460 FAX:(405) 341-4625
COA #6087 EXP. 06/30/2016

U.S. Cellular
310 SOUTH WESTERN AVE. OKLAHOMA CITY, OK 73109

TG1
609 S. KELLY AVE. SUITE D EDMOND, OK 73003

MCALESTER NORTH
222634
2315 N MAIN STREET
MCALESTER, OK 74501

OVERALL SITE PLAN

SV1 1

MCALESTER NORTH TOWER

PARENT TRACT DESCRIPTION, JOINT TENANTS, SPECIAL WARRANTY DEED, JOHN W. CLAGG AND SHARON K. CLAGG, BOOK 1779, PAGE 409

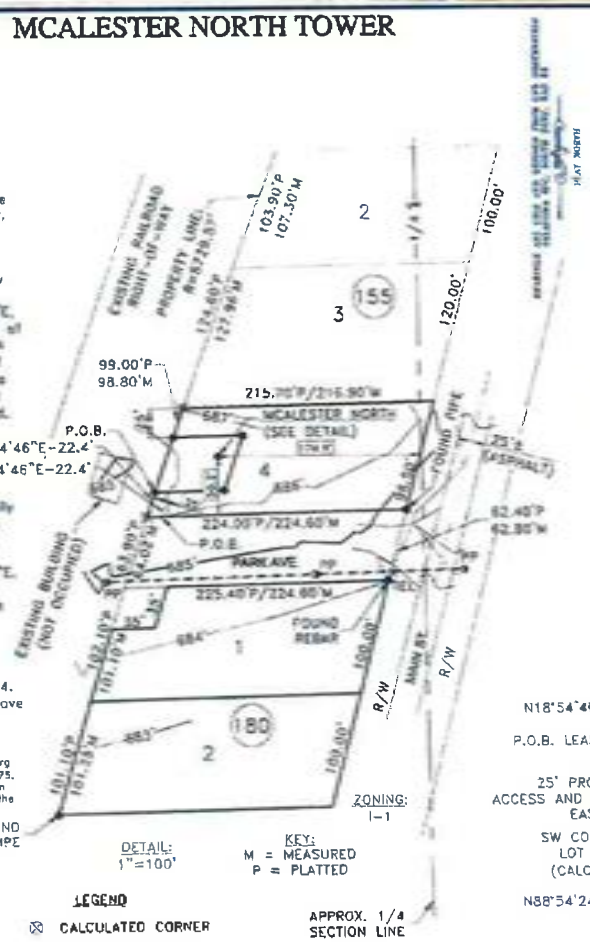
Only that part of the Deed as shown on this plat of survey for the McAlester North Tower (Lot 4, Block 155) is included below:
A tract of land lying mostly in the Southwest Quarter of Section 31, Township 6 North, Range 15 East, Indian Meridian, Pittsburg County, Oklahoma, being more particularly described as Lot 4, Block 155, in the city of McAlester. In that part known and designated as North McAlester, Pittsburg County, State of Oklahoma. (From Book 1779, Page 409)

PROPOSED LEASE SITE DESCRIPTION
A tract of land located in Lot 4, Block 155 and being more particularly described as follows:
Commencing at the Southwest corner of said Lot 4; Thence, N18°54'46"E, along the West line of said Lot 4, a distance of 22.4 feet to the Point of Beginning; Thence, N18°54'46"E, along the same West line of said Lot 4 to a point, a distance of 50.0 feet; Thence, N88°54'24"E, a distance of 60.0 feet to a point; Thence, S18°54'46"W, a distance of 50.0 feet to a point; Thence, S88°54'24"W, a distance of 60.0 feet to the West line of said Lot 4 and the Point of Beginning. Containing ±0.065 acres of land, more or less.

PROPOSED ACCESS AND UTILITY EASEMENT CENTERLINE DESCRIPTION
A Twenty Five (25) foot wide easement for ingress and egress and utility placement, Twelve and One Half (12.5) feet both sides of the following described centerline located in a part of Lot 4, Block 155, being more particularly described as follows:
Commencing at the Southwest corner of said Lot 4; Thence, N88°54'24"E, along the South line of said Lot 4, a distance of 13.3 feet to the Point of Beginning; Thence, N18°54'46"E, a distance of 22.4 feet to the Point of Termination on the South line of the proposed Lease Site. Said centerline being a length of 22.4 feet in all.

SURVEYOR'S STATEMENT
Title commitment received on 10/02/2014 and reviewed on 10/07/2014. No easements, rights-of-way, covenants, or any other encumbrances have been identified except as shown on this plat of survey.

FLOOD PLAIN DETERMINATION
The subject property lies within Zone "X", areas of minimal flooding, as shown on the Pittsburg County, Oklahoma, Flood Insurance Rate Map (FIRM)map #40121C0460E, Panel 460 of 875, Effective Date, July 20, 2010. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.



DETAIL: 1"=100'

KEY:
M = MEASURED
P = PLATTED

LEGEND
- CALCULATED CORNER
- FOUND/SET CORNER
- PP POWER POLE
- TEL TELEPHONE PEDESTAL
- OVERHEAD ELECTRIC
- EXISTING FENCE

0 50' 100' 200' 300'
SCALE IN FEET

BEFORE YOU DIG ... CALL OKIE

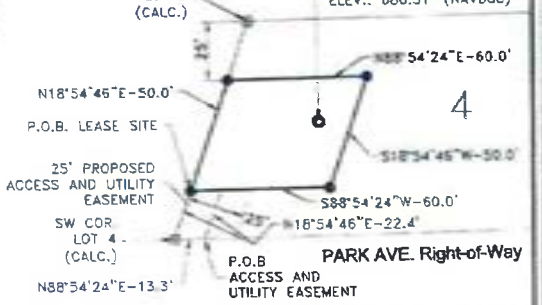
LOCATION MAP
N.T.S.

SEC. 31, TOWNSHIP 6 NORTH, RANGE 15 EAST, I.M., PITTSBURG COUNTY, OKLAHOMA (CITY OF McALESTER)

LEASE SITE DETAIL
SCALE: AS NOTED

DETAIL: 1"=50'

PROPOSED MCALESTER NORTH TOWER
LAT.: 34°57'06.07" N
LON.: 95°45'48.67" W
ELEV.: 686.31' (NAVD88)



DESIGNED TO: CLS Group

PREPARED FOR: ES Gateway

SURVEY: Gateway Services Group, Inc. Surveying

PSG | RAD | NAD

SITE ACQ.
ZONING
R.E.
CONSTRUCTION
ZONING
UTILITY
OWNER

SITE NAME: MCALESTER NORTH TOWER

SITE ADDRESS: 215 N. MAIN STREET, MCALESTER, OKLAHOMA 74501

DATE	DESCRIPTION	REV.
01/14/14	FINAL	0
10/20/14	TITLE REVIEW	1
11/04/14	TOWER SITE REV.	2
12/30/14	SITE 1" NORTH	3

FINAL SURVEY

SHEET NUMBER: C-1 REVISION: 2

CLS PROJECT NO. 13-1655-001R03

LICENSED PROFESSIONAL LAND SURVEYOR FRED ANTHONY SELENSKY 2-23-2015 1860 OKLAHOMA

2-23-2015

CERTIFICATION:
This survey was made on the ground (January 24, 2014) of the subject property. The same is correct and there are no found discrepancies, conflicts, shortages in area, encroachments, overlapping or improvements, easements, or rights-of-way as shown hereon, except as noted. Said property has access to and from a dedicated roadway.
The proposed Lease Site and Tower Location was revised on the ground December 8th, 2014.

Attn: Mr. Alsup
City of McAlester
28 E. Washington Ave
P.O. Box 578
McAlester, Oklahoma 745021
918-421-0017

RE: Ordinance Amendment

Mr. Alsup,

Thank you for your help with the process of amending the ordinance of the City of McAlester. We have provided alternative language that could be used to bring this section of the ordinance to current standards. The amended ordinance will allow setback and fall zone issues to be resolved by providing more realistic parameters for tower setbacks.

Please see the below section we recommend to be amended.

Sec. 99.55. Telecommunications Facility Standards

Setback and Fall Zones. No new tower shall be sited within ~~300 feet of any residential use. No new tower shall be sited within 500 feet of any residential structure.~~ a distance equal to 125 percent of the height of the tower from any residential zoned property. Any new tower adjacent to a public right-of-way shall be set back a minimum of one foot for each foot of tower height or 75 feet, whichever distance is greater, except towers of a monopole design. All monopoles shall be set back a distance equal to 25 percent of the height of the monopole from any public right-of-way, unless a qualified structural engineer specifies in writing that any collapse of the pole will occur within a lesser distance under all foreseeable circumstance.

Additionally, we have provided similar sections of other cities' ordinances for your reference.

City of Oklahoma City, Oklahoma:
"1. All towers shall be located so as to provide a minimum distance equal to 125 percent of the height of the tower from any residential district or use."

City of Los Angeles, California:
"(b) Antenna Setback. (i) Monopole setback. Monopoles shall be designed at the minimum functional height. All monopoles shall be set back a distance equal to 20 percent of the height of the monopole, from all abutting streets, residential uses, and in all zones, or areas with access to the public, unless a qualified structural engineer specifies in writing that any collapse of the pole will occur within a lesser distance under all foreseeable circumstance."

Please let me know if you have any questions. Thank you!

Cory Samples
Director of Operations
CLS Group
609 S. Kelly Ave, Suite D
Edmond, OK 73003
Office: 405-348-5460 x119
csamples@clsgroup.com

From: Ken Kerr [mailto:kkerr@clsgroup.com]
Sent: Wednesday, May 27, 2015 9:52 AM
To: Cory Samples; Reagon Hicks; Leroy Alsup
Cc: Patrick O'Donnell

Subject: RE: Proposed Amendment to McAlester Telecommunication Ordinance No. 2116

The State of Oklahoma has the following setback requirements:

5.07
Setbacks and Separation
The following setbacks and separation requirements shall apply to all towers:
A. Tower setbacks shall be a distance equal to one-third the height of the tower from its base to any public right-of-way or property line of the lot or parcel containing the tower.
B. All structures shall meet the setback, screening and buffer requirements contained herein, and shall be located a minimum distance of two (2) times the height of the tower from any residential structures.

Oklahoma County has the following setback requirements:
4.405 Setbacks and Separation
The following setbacks and separation requirements shall apply to all towers:
1. Tower setbacks shall be a distance equal to one-third the height of the tower from its base to any public right-of-way or property line of the lot or parcel containing the tower.
2. Guywires, accessory buildings and facilities shall meet the minimum building setback requirements as set forth in the Oklahoma County Zoning Regulations and contained herein.
3. All structures shall meet the setback, screening and buffer requirements contained herein, and shall be located a minimum distance.

It is my understanding that jurisdictions are becoming more flexible on the setbacks from right of ways in order to allow telecommunications providers more options to locate towers in areas that minimize the impact on residential areas. They are trying to allow their citizens access to telecommunications services, but also limit the impact on residential areas. By reducing the setback from right of ways, towers can be built in areas like the area proposed in McAlester.

Please let me know if you need any more info.

Best regards.

Ken D. Kerr, Jr.
Site Acquisition Manager
CLSGroup
609 S. Kelly Ave., Suite D
Edmond, OK 73003
Office: 405-348-5460 ext. 148
Mobile: 479-657-3451
www.clsgroup.com

McAlester Code of Ordinances
Chapter 99- Telecommunications

Article I.	In General
Secs. 99-1-99-50.	Reserved.
Article II.	Towers and Antennas
Sec. 99-51.	Purpose.
Sec. 99-52.	Definitions.
Sec. 99-53.	Permit required.
Sec. 99-54.	Colocation requirements.
Sec. 99.55.	Telecommunications facility standards.
Sec. 99-56.	Alternative structure standards.
Sec. 99-57.	Specific standards.
Sec. 99-58.	Permit conditions.
Sec. 99-59.	Permit approval process.

ARTICLE I. IN GENERAL
Secs. 99-1-99-50. Reserved.

ARTICLE II. TOWERS AND ANTENNAS

Sec. 99-51. Purpose.
The purpose of these regulations for telecommunication facilities are:

(1) To facilitate the provisions of telecommunication services throughout the city;
(2) To enhance the ability to provide telecommunications services to the community quickly, effectively, and efficiently.
(3) To encourage the location of towers in non-residential zone districts;
(4) To minimize the total number of towers in the community;
(5) To encourage the joint use of new and existing tower locations;
(6) To ensure that towers are located in areas that minimize adverse impacts;
(7) To ensure towers and antennas are configured in a way that minimizes adverse visual impacts by careful design and appropriate siting;
(8) To encourage the attachment of antennas to existing structures;
(9) To consider public health and safety of telecommunications facilities;
(10) To avoid damage to adjacent properties from tower failure through careful engineering and locating of tower structures; and
(11) To protect residential areas and lands by minimizing adverse impacts of towers.

(Ord. No. 2116, § 1, 5-23-00)

Sec. 99-52. Definitions.

Accessory support facilities shall mean support buildings, structures and equipment cabinets for telecommunications facilities containing electrical and mechanical equipment and devices used for the reception of or transmission of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities.

Alternative tower structure shall mean manmade trees, clock towers, bell steeples, building structures or building equipment normally maintained above the roof line of a structure, light poles and similar alternative design-mounting structures. An alternative tower structure must be compatible with the natural setting and surrounding structures, and must camouflage or conceal the presence of antennas and/or towers. This term also includes any antenna array attached to the alternative tower structure.

Antenna shall mean any exterior transmitting or receiving devices mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies, (excluding radar signals), wireless telecommunications signals, or other communication signals.

Backhaul network shall mean the lines that connect a provider's tower/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

FAA- Federal Aviation Administration.

FCC: Federal Communications Commission.

Telecommunications facilities shall mean the plant, equipment and property, including but not limited to, cables, wires, conduits, ducts, pedestals, antennae, towers, alternative towel' structures, electronics and other appurtenances used to transmit, receive, distribute, provide or offer telecommunications services.

Telecommunications service shall mean the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit or any closed transmission medium.

Tower shall mean any structure designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and other similar structures. This term also includes any antenna or antenna array attached to the tower structure.

Tower height shall mean, when referring to a tower or other alternative tower structure, the distance measured from the lowest point within ten feet of the structure to the highest point on the tower or other alternative tower structure, including the base pad and any antenna.
(Ord. No. 2116, § 2, 5-23-00)

Sec. 99-53. Permit required.

Telecommunications facilities shall be regulated and permitted pursuant to this article.

(1) A telecommunications facility shall obtain a permit as a condition for the siting, construction, or operation of the telecommunications facility. The fee for the permit shall be $10.00 for each foot of tower height.

(2) These regulations shall apply to all towers and antennas, as defined, except:
   a. Any tower or antenna, not more than 70 feet in height, owned or operated by a federally-licensed amateur radio station operator, if it is used exclusively as a receive-only facility;
   b. Any antenna colocated on an existing telecommunications facility, except as expressly provided in this article;

c. A telecommunications facility located or colocated on property, which is owned by the City of McAlester and designated by the City of McAlester as a site suitable for location of a telecommunications facility.

(3) Any violation of this article is hereby declared to be a nuisance. In addition to any other relief or penalty provided by law, the City of McAlester may apply to district court for an injunction to prohibit the continuation of any violation of this article.
(Ord. No. 2116, § 3, 5-23-00)

Sec. 99-54. Colocation requirements.

(a) All applicants for a telecommunications facility permit shall colocate on an existing facility if it is feasible to do so. An existing facility shall be deemed available for colocation if:
- The facility is within the search ring of the applicant or within a reasonable distance so as to fit into the applicant's design;
- Space is available on the facility; and
- The applicant and the facility owner will lease space to applicant at a reasonable market rate.

(1) If the applicant finds that colocation is not feasible, it shall submit to the city a written statement of the reasons for the infeasibility. The city may retain a technical expert in the field of radiofrequency (RF) engineering to determine whether colocation at the site is feasible. The cost for such a technical expert will be at the expense of the applicant.

(2) The city may deny the permit unless the applicant demonstrates to the city by substantial evidence that existing telecommunications facilities cannot accommodate the applicant's proposed antenna.

(b) A telecommunications tower shall not be permitted unless the owner of the proposed tower certifies to the city that the tower is available for use by other telecommunications service providers on a reasonable and non-discriminatory basis. Towers shall be designed and built to accommodate a minimum of three telecommunications facilities.

(c) To facilitate colocation and coordination of telecommunications sites, all telecommunications service providers shall, within ninety (90) days of the publication of this article, provide the city with their prospective antenna plans. Said plans shall include detailed maps showing the locations of all telecommunications towers serving any portion of the city and indicating coverage areas for current and, to the extent possible, future telecommunications towers.

(d) Providers shall also provide the city with any updates to the above documents within 90 days of their creation.
(Ord. No. 2116, § 4, 5-23-00)

Sec. 99.55. Telecommunications facility standards.

Attractive nuisance. No tower may be located within 250 feet of a playground, ball field or other area used for active recreation within a park or school. Where such locations are well suited for placement of towers on municipal property, special fencing may be required.

Compatibility. Telecommunications facilities shall either maintain a galvanized finish or, subject to applicable standards of the FAA, be painted so as to reduce visual obtrusiveness. Dish antennas shall be of neutral, non-reflective color with no logos. The exterior equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral aggregate finish or be

painted to reflect the color and character of adjoining structures or blend with adjacent landscape and other surroundings.

Guy wires must be anchored no closer than 25 feet from any property line. Guy wires shall not cross or encroach any overhead telephone or electric powerlines.

Height. No telecommunications tower shall exceed 200 feet in height, including antenna array.

Interference. Applicants shall demonstrate that the planned telecommunications facility will not cause radio frequency interference with other existing or planned equipment. Such interference is prohibited.
Landscaping. All telecommunications sites shall be landscaped with non-deciduous trees, at least six feet in height that will attain a height of at least 50 feet in height at maturity. The trees shall be planted on ten-foot centers, on all sides of the site, on the outside of the required fence.

Lighting. Illumination of telecommunications towers is prohibited except as required by the FAA. Any required lighting shall be directed upward and away from adjoining properties. Ground level security lighting shall not be more than 20 feet in height.

Parking. Each telecommunications site shall have a minimum of one space per provider with no more than three parking spaces per site located adjacent to the ingress/egress point.

Security fence. A fence not less than eight feet, nor greater than ten feet, from finished grade shall be installed around the site to completely enclose the towers and anchored location of guy wires, if used. Such fences shall be constructed of chain link, woven wire, or solid metal.

Setback and fall zones. No new tower shall be sited within 300 feet of any residential use. No new tower shall be sited within 500 feet of any residential structure. Any new tower adjacent to a public right-of-way shall be set back a minimum of one foot for each foot of tower height or 75 feet, whichever distance is greater.

Signs. Signs on telecommunications towers shall be limited to those displaying the name, registration number, and emergency contact number of the tower owner or signs required by the FCC regulations, or signs containing warning or safety instructions. Signs shall be limited to four square feet. Advertising on signs is prohibited.

Spacing. No tower shall be located closer than 500 feet from another tower. Any new tower in excess of 100 feet in height shall be located a minimum of one mile from any existing tower in excess of 100 feet in height.
(Ord. No. 2116, § 5, 5-23-00)

Sec. 99-56. Alternative structure standards.

A telecommunications facility may be permitted on an alternative tower structure at least 30 feet tall under the following conditions, which shall be in addition to the requirements of sections 99-55 and 99-57:

(1) The facility and its accessory support facilities comply with all zoning requirements applicable to the alternate structure and the provisions of section 99-55 of this Code;

(2) If the facility or any accessory support facility is located upon the roof of a structure, each such facility shall be set back a distance at least equal to the height of the telecommunications facility unless the facilities are screened or camouflaged in a manner that is compatible with the surrounding property.

The top of the antenna or other facility shall not be more than 30 percent of the height of the alternate structure, or 75 feet, whichever is less.

(3) The alternative structure must be similar in color, scale and character to adjoining buildings or structure or blend with the landscaping and other surroundings immediately adjacent to them so as to generally avoid the creation of unique visual objects that stand out in the environment; and

(4) Prior to the installation of any building roof mounted telecommunications facility, the applicant shall furnish to the city an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and accessory support facility or equipment.

(Ord. No. 2116, § 6, 5-23-00)

Sec. 99-57. Specific standards.

All telecommunications facilities shall be erected and operated in compliance with current FCC and FAA rules and regulations and other applicable federal, state, and local standards. Applicant must provide a copy of its FCC license or, if the applicant is not an FCC license holder, a copy of at least one letter from an FCC license holder to locate at least one antenna on the applicant's tower.

(1) Environmental standards. Ground mounted equipment for personal wireless service facilities shall not generate noise in excess of 50 db at the property line. Roof-mounted or side-mounted equipment for personal wireless services shall not generate noise in excess of 50 db at ground level at the base of the building closest to the antenna.

(2) Structural standards. Telecommunications tower structures must conform to the most current revision of EIA222 standards. Guyed telecommunications towers shall be designed and located such that, if the structure should fall, it will avoid habitable structures and public ways. An engineer's certification of the structural integrity of the tower and associated equipment shall be required.

(3) Wind standards. Telecommunications facilities shall be designed and engineered to withstand wind loadings and other design standards as defined by BOCA and ANSI for the county in which the municipality is located.

(Ord. No. 2116, § 7, 5-23-00)

Sec. 99-58. Permit conditions.

(a) Abandonment. A telecommunications service provider shall post a bond or other security sufficient to pay for the removal of any abandoned facility. No owner or occupant of property within the city shall permit, leave or cause to be left on any said property any telecommunications facility which has been abandoned or discontinued for use. The provider shall remove its facility within 90 days of the date that it discontinues its use of the facility. If the provider fails to remove the facility within the required time, the facility shall be deemed abandoned. The city shall have the authority to enter the premises and remove the abandoned facilities. All costs of removal that exceed the amount of bond or security posted for that purpose shall be collected from the provider or property owner in the manner provided for summary abatement of nuisances. This requirement shall apply to colocated facilities unless the colocation agreement provides for the removal of abandoned facilities by the tower operator.

(b) Defective facilities. Defective or unsafe antennas, telecommunications facilities shall be repaired or removed within three months at the owner or operator's expense. If not removed, the city may remove at the expense of the owner or operator.

(c) *Non-conforming use*. Existing towers that do not comply with the new regulations may continue. They may not be expanded or replaced unless they meet the new regulations. If they are damaged or destroyed, they may be repaired or restored to their former use, location and physical dimensions without complying with the new regulations.

(Ord. No. 2116, § 8, 5-23-00)

Sec. 99-59. Permit approval process.

(a) *Public notification*. Except for a proposed telecommunications facility which colocate on an existing tower, the applicant for a permit shall notify all property owners within 300 feet of the outer boundary of the property proposed for the location of the facility. Such notice shall explain the character and dimensions of the proposed telecommunications facility and give an address for the property owners to submit written comments to the applicant. The notice shall include a drawing or other representation of the visual aspects of the proposed facility.

(b) *Permit term*. The permit issued for any telecommunications facility which has a tower over 50 feet in height shall be valid for 15 years. At the end of that period, the facility shall be removed by the carrier or a new permit shall be required.

(Ord. No. 2116, § 8, 5-23-00)

City of Muskogee
Zoning Ordinance Excerpt

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Article V. Wireless Communication Towers and Antennas

Sec. 90-865. Purpose.

The purpose of this article is to establish general guidelines for the siting of wireless communications towers and antennas. The goals of this article are to:

(1) Protect residential areas and land uses from potential adverse impacts of towers and antennas;
(2) Encourage the location of towers in nonresidential areas;
(3) Minimize the total number of towers throughout the community;
(4) Strongly encourage the joint use of new and existing tower sites as a primary option rather than construction of additional single-use towers;
(5) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;
(6) Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques;
(7) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
(8) Consider the public health and safety of communications towers; and
(9) Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures. In furtherance of these goals, the city shall give due consideration to the master plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

(Code 1993, § 23-459.1(1); Ord. No. 3617-A, 8-12-2002)

Sec. 90-866. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alternative tower structure means manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

Antenna means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

Backhaul network means the lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Height means, when referring to a tower or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.

Preexisting towers and preexisting antennas means any tower or antenna for which a building permit or special use permit has been properly issued prior to the effective date of the ordinance from which this article is derived, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers or monopole towers. The term "tower" includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term "tower" includes the structure and any support thereto.
(Code 1993, § 23-459.1(2); Ord. No. 3617-A, 8-12-2002)

Sec. 90-867. Applicability.

(a) *New towers and antennas.* All new towers or antennas in the city shall be subject to these regulations, except as provided in subsections (b) through (d) of this section, inclusive.

(b) *Amateur radio station operators/receive-only antennas.* This article shall not govern any tower, or the installation of any antenna, that is under 70 feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas.

(c) *Preexisting towers or antennas.* Preexisting towers and preexisting antennas shall not be required to meet the requirements of this article, other than the requirements of section 90-868(f) and (g).

(d) *AM array.* For purposes of implementing this article, an AM array consisting of one or more tower units and supporting ground system which functions as one AM broadcasting antenna shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.

(e) *Guyed towers.* Guyed towers shall not be allowed within the city limits unless there is substantial evidence showing no other alternative is feasible.

(Code 1993, § 23-459.1(3); Ord. No. 3617-A, 8-12-2002)

Sec. 90-868. General requirements.

(a) *Principal or accessory use.* Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot, provided it meets required setback distances.

(b) *Lot size.* For purposes of determining whether the installation of a tower or antenna complies with district development regulations, including but not limited to setback requirements, lot coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.

(c) *Inventory of existing sites.* Each applicant for an antenna and/or tower shall provide to the planning director an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of city or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The planning director may share such information with other applicants applying for administrative approvals or special use permits under this article or other organizations seeking to locate antennas within the jurisdiction of the city; provided, however, that the planning director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

(d) *Aesthetics.* Towers and antennas shall meet the following requirements:

(1) Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.

(2) At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

(3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(e) *Lighting.* Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.

(f) *State or federal requirements.* All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this article shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(g) *Building codes; safety standards.* To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then, upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said 30 days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(h) *Measurement.* For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in city irrespective of municipal and county jurisdictional boundaries.

(i) *Not essential services.* Towers and antennas shall be regulated and permitted pursuant to this article and shall not be regulated or permitted as essential services, public utilities, or private utilities.

(j) *Franchises.* Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a wireless communication system in city have been obtained and shall file a copy of all required franchises with the planning director.

(k) *Public notice.* For purposes of this article, any special use request, variance request, or appeal of an administratively approved use or special use shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed in section 90-871(b)(5)b, Table 2, in addition to any notice otherwise required by this article.

(l) *Signs.* No signs shall be allowed on an antenna or tower except such signs as may be required by this article.

(m) *Buildings and support equipment.* Buildings and support equipment associated with antennas or towers shall comply with the requirements of section 90-872.

(n) *Multiple antenna/tower plan.* The city encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

(Code 1993, § 23-459.1(4); Ord. No. 3617-A, 8-12-2002)

Sec. 90-869. Permitted uses.

(a) *Generally.* The uses listed in subsection (b) of this section are deemed to be permitted uses and shall not require administrative approval or a special use permit.

(b) *Specific uses.* The following uses are specifically permitted: Antennas or towers located on property owned, leased, or otherwise controlled by the city, provided that a license or lease authorizing such antenna or tower has been approved by the city.

(Code 1993, § 23-459.1(5); Ord. No. 3617-A, 8-12-2002)

Sec. 90-870. Administratively approved uses.

(a) *Generally.* The following provisions shall govern the issuance of administrative approvals for towers and antennas.

(1) The planning director may administratively approve the uses listed in subsection (b) of this section.

(2) Each applicant for administrative approval shall apply to the planning director providing the information set forth in section 90-871(b)(1) and (b)(3) and a nonrefundable fee according to a schedule of fees, as shall be modified from time to time by the council, and made available for public viewing in the city clerk's office to reimburse the city for the costs of reviewing the application.

(3) The planning director shall review the application for administrative approval and determine if the proposed use complies with sections 90-868, and 90-871(b)(4) and (b)(5).

(4) The planning director shall respond to each application by either approving or denying said application.

(5) In connection with any such administrative approval, the planning director may, in order to encourage the use of monopoles, administratively allow the reconstruction of an existing tower to monopole construction.

(6) If an administrative approval is denied, the applicant shall file an application for a special use permit pursuant to section 90-871 prior to filing any appeal that may be available under this article.

(b) *Specific uses.* The following uses may be approved by the planning director after conducting an administrative review:

(1) *Towers or antennas placed in certain zoning districts.* Locating a tower or antenna, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any district zoned industrial, "F" general commercial, or "F-1" open air highway.

(2) *Placement on existing structures.* Locating antennas on existing structures or towers consistent with the terms of subsections (b)(2)a of this section.

a. *Antennas on existing structures.* Any antenna which is not attached to a tower may be approved by the planning director as an accessory use to any commercial, industrial, professional, or institutional structure provided that:

1. The antenna does not extend more than 30 feet above the highest point of the structure;
2. The antenna complies with all applicable FCC and FAA regulations; and
3. The antenna complies with all applicable building codes.

b. *Antennas on existing towers.* An antenna which is attached to an existing tower may be approved by the planning director and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided that such collocation is accomplished in a manner consistent with the following:

1. A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless the planning director allows reconstruction as a monopole.
2. Height:
   i. An existing tower may be modified or rebuilt to a taller height, not to exceed 30 feet over the tower's existing height, to accommodate the collocation of an additional antenna.
   ii. The height change referred to in subsection (b)(2)b.2.i of this section may only occur one time per communication tower.
   iii. The additional height referred to in subsection (b)(2)b.2.i of this section shall not require an additional distance separation as set forth in section90-871. The tower's premodification height shall be used to calculate such distance separations.
3. On-site location:
   i. A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within 50 feet of its existing location, provided that it continues to satisfy setback requirements.
   ii. After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.
   iii. A relocated on-site tower shall be measured from the new tower location for purposes of calculating separation distances between towers pursuant to section 90-871(b)(5).
   iv. The on-site relocation of a tower which comes within the separation distances to residential units or residentially zoned lands as established in section 90-871(b)(5) shall only be permitted when approved by the planning director.

(3) *New towers in nonresidential zoning districts.* Locating any new tower in a nonresidential zoning district other than industrial or heavy commercial, provided that a licensed professional engineer certifies the tower can structurally accommodate the number of shared users proposed by the applicant; the planning director concludes the tower is in conformity with the goals set forth in section 90-865 and the requirements of section 90-868; the tower meets the setback requirements in section 90-871(b)(4) and separation distances in section 90-871(b)(5); and the tower meets the following height and usage criteria:

a. For a single user, up to 90 feet in height;

b. For two users, up to 120 feet in height; and
c. For three or more users, up to 150 feet in height.

(4) Locating any alternative tower structure in a zoning district other than industrial or heavy commercial that in the judgment of the planning director is in conformity with the goals set forth in section 90-865.

(5) Installing a cable micro cell network through the use of multiple low-powered transmitters/receivers attached to existing wire line systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

(Code 1993, § 23-459.1(6); Ord. No. 3617-A, 8-12-2002)

Sec. 90-871. Special use permits.

(a) *Generally.* The following provisions shall govern the issuance of special use permits for towers or antennas by the planning commission:

(1) If the tower or antenna is not a permitted use under section 90-869 or permitted to be approved administratively pursuant to section 90-870, then a special use permit shall be required for the construction of a tower or the placement of an antenna in all zoning districts.

(2) Applications for special use permits under this section shall be subject to the procedures and requirements of this article, except as modified in this section.

(3) In granting a special use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.

(4) Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.

(5) An applicant for a special use permit shall submit the information described in this section and a nonrefundable fee according to a schedule of fees, as shall be modified from time to time by the council, and made available for public viewing in the city clerk's office to reimburse the city for the costs of reviewing the application.

(b) *Towers.*

(1) *Information required.* Applicants for a special use permit for a tower shall submit the following information, in addition to any other required information:

a. A scaled site plan clearly indicating the location, type and height of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities), master plan classification of the site and all properties within the applicable separation distances set forth in subsection (b)(5) of this section, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structures, topography, parking, and other information deemed by the planning director to be necessary to assess compliance with this article.

b. A legal description of the parent tract and leased parcel (if applicable).

c. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.

d. The separation distance from other towers described in the inventory of existing sites submitted pursuant to section 90-868(c) shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower and the owner/operator of the existing tower, if known.

e. A landscape plan showing specific landscape materials.

f. Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.

g. A description of compliance with section 90-868(c)--(g), (j), (l), and (m), subsections (b)(4) and (b)(5) of this section, and all applicable federal, state or local laws.

h. A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users.
i. Identification of the entities providing the backhaul network for the tower described in the application and other cellular sites owned or operated by the applicant in the municipality.
j. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower.
k. A description of the feasible locations of future towers or antennas within the city based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.

(2) *Factors considered in granting special use permits for towers.* In addition to any standards for consideration of special use permit applications, the planning commission shall consider the following factors in determining whether to issue a special use permit, although the planning commission may waive or reduce the burden on the applicant of one or more of these criteria if the planning commission concludes that the goals of this article are better served thereby:
a. Height of the proposed tower;
b. Proximity of the tower to residential structures and residential district boundaries;
c. Nature of uses on adjacent and nearby properties;
d. Surrounding topography;
e. Surrounding tree coverage and foliage;
f. Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
g. Proposed ingress and egress; and
h. Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of towers or structures, as discussed in subsection (b)(3) of this section.

(3) *Availability of suitable existing towers, other structures, or alternative technology.* No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the planning commission that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. An applicant shall submit information requested by the planning commission related to the availability of suitable existing towers, other structures or alternative technology. Substantial evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
a. No existing towers or structures are located within the geographic area which meet the applicant's engineering requirements.
b. Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.
c. Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment.
d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
e. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
f. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
g. The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable micro cell network using multiple low-powered transmitters/receivers attached to a wire line system, is unsuitable. Costs of alternative

technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

(4) *Setbacks.* The following setback requirements shall apply to all towers for which a special use permit is required; provided, however, that the planning commission may reduce the standard setback requirements if the goals of this article would be better served thereby:

a. Towers must be set back a distance equal to at least 75 percent of the height of the tower from any adjoining lot line.

b. Accessory buildings must satisfy the minimum zoning district setback requirements.

(5) *Separation.* The following separation requirements shall apply to all towers and antennas for which a special use permit is required; provided, however, that the planning commission may reduce the standard separation requirements if the goals of this article would be better served thereby.

a. *Separation from off-site uses/designated areas.*

1. Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 1, except as otherwise provided in Table 1 below.
2. Separation requirements for towers shall comply with the minimum standards established in Table 1 below.

TABLE 1.	
Off-Site Use/Designated Area	Separation Distance
Single-family or duplex residential units[1]	200 feet or 300% height of tower, whichever is greater
Vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	200 feet or 300% height of tower,[2] whichever is greater
Vacant unplatted residentially zoned lands[3]	100 feet or 100% height of tower, whichever is greater
Existing multifamily residential units greater than duplex units	200 feet or 300% height of tower, whichever is greater
Nonresidentially zoned lands or nonresidential uses	None; only setbacks apply

Notes:
[1]Includes residential district manufactured homes and mobile homes used for living purposes.
[2]Separation measured from the base of the tower to the closest building property/lot line.
[3]Includes any unplatted residential use properties without a valid preliminary subdivision plan or valid development plan approval and any multifamily residentially zoned land greater than duplex.

b. *Separation distances between towers.* Separation distances between towers shall be applicable for and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in Table 2 below.

TABLE 2. EXISTING TOWERS--TYPES				
	Lattice	Guyed	Monopole 75 Feet in Height or Greater	Monopole Less Than 75 Feet in Height
Lattice	5,000	5,000	1,500	750
Guyed	5,000	N/A	1,500	750
Monopole 75 Feet in Height or Greater	1,500	1,500	1,500	750
Monopole Less Than 75 Feet in Height	750	750	750	750

(6) *Security fencing.* Towers shall be enclosed by security fencing not less than six feet in height and shall also be equipped with an appropriate anticlimbing device; provided however, that the planning commission may waive such requirements, as it deems appropriate.

(7) *Landscaping.* The following requirements shall govern the landscaping surrounding towers for which a special use permit is required; provided, however, that the planning commission may waive such requirements if the goals of this article would be better served thereby.

a. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least four feet wide outside the perimeter of the compound.

b. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced.

c. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.

(Code 1993, § 23-459.1(7); Ord. No. 3617-A, 8-12-2002)

Sec. 90-872. Buildings or other equipment storage.

(a) *Antennas mounted on structures or rooftops.* Equipment storage buildings or cabinets shall comply with all applicable building codes.

(b) *Antennas mounted on utility poles or light poles.* The equipment cabinet or structure used in association with antennas shall be located in accordance with the following:

(1) In residential districts, the equipment cabinet or structure may be located:

a. In a front or side yard provided the cabinet or structure is no greater than four feet in height and the cabinet or structure is located a minimum of three feet from all lot lines. The cabinet or structure shall be screened by an evergreen hedge with an ultimate height of at least 42--48 inches and a planted height of at least 36 inches.

b. In a rear yard, provided the cabinet or structure is no greater than eight feet in height. The cabinet or structure shall be screened by an evergreen hedge with an ultimate height of eight feet and a planted height of at least 36 inches.

(2) In commercial or industrial districts the equipment cabinet or structure shall be no greater than eight feet in height. The structure or cabinet shall be screened by an evergreen hedge with an ultimate height of eight feet and a planted height of at least 36 inches. In all other instances,

structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet by a solid fence six feet in height or an evergreen hedge with an ultimate height of eight feet and a planted height of at least 36 inches.

(c) *Antennas located on towers.* The related unmanned equipment structure shall be located in accordance with the minimum yard requirements of the zoning district in which it is located.

(d) *Modification of building size requirements.* The requirements of subsections (a)--(c) of this section may be modified by the planning director in the case of administratively approved uses or by the planning commission in the case of uses permitted by special use to encourage collocation.

(Code 1993, § 23-459.1(8); Ord. No. 3617-A, 8-12-2002)

Sec. 90-873. Removal of abandoned antennas and towers.

Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the city notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90-day period shall be grounds to remove the tower or antenna at the owner's expense and/or a fine not to exceed $200.00 per offense. Each day that a tower remains after said notice shall be considered a separate offense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.
(Code 1993, § 23-459.1(9); Ord. No. 3617-A, 8-12-2002)

Sec. 90-874. Nonconforming uses.

(a) *Not expansion of nonconforming use.* Towers that are constructed, and antennas that are installed, in accordance with the provisions of this article shall not be deemed to constitute the expansion of a nonconforming use or structure.

(b) *Preexisting towers.* Preexisting towers shall be allowed to continue their usage as they presently exist. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such preexisting towers. New construction other than routine maintenance on a preexisting tower shall comply with the requirements of this article.

(c) *Rebuilding damaged or destroyed nonconforming towers or antennas.* Notwithstanding section 90-873, bona fide nonconforming towers or antennas that are damaged or destroyed may be rebuilt without having to first obtain administrative approval or a special use permit and without having to meet the separation requirements specified in sections 90-871(b)(4) and (b)(5). The type, height, and location of the tower on site shall be of the same type and intensity as the original facility approval. Building permits to rebuild the facility shall comply with the current applicable building codes and shall be obtained within 90 days from the date the facility is damaged or destroyed. If no permit is obtained or if said permit expires, the tower or antenna shall be deemed abandoned as specified in section 90-873.

(Code 1993, § 23-459.1(10); Ord. No. 3617-A, 8-12-2002)

Secs. 90-875--90-894. Reserved.

City of Shawnee
Zoning Ordinance Excerpt

General Use Restrictions Section 22-175
Section 22-175.20 Communication Towers/Cell Phone Towers

A radio, television or microwave communication tower, either commercial or amateur, as defined herein is allowed within the city limits of the City of Shawnee pursuant to site restrictions, appropriate permitted use tables and the following conditions:

A. Definitions:

1. **Monopole** – A self-supporting pole type structure with no guy-wire support, tapering from base to top and so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.

2. **Lattice tower** – A steel lattice, self-supporting structure with no guy-wire support, so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.

3. **Guyed tower** – A steel lattice supported by guy wires, so designed to support the tower which holds one or more antennas and related equipment for wireless communication.

B. Conditions for approval:

1. Maximum height of all towers shall not exceed one hundred ninety-nine (199') feet.
2. All monopole towers shall maintain a setback one hundred twenty (120%) percent of the tower height from the property line. All sectional towers shall maintain a setback of eighty (80%) percent of the tower height from the property line.
3. Any unmanned equipment building shall not contain more than seven hundred fifty (750') square feet of gross floor area and shall not be more than twelve (12') feet in height.
4. Satellite and microwave dishes attach to a monopole shall not exceed one (1) meter in diameter or two (2) meters in diameter if attached to a lattice tower.
5. A sight-proof fence not less than seven (7) feet in height from finished grade shall be installed around a transmission tower or monopole and equipment building with access through a locked gate.
6. No excess equipment or parts shall be stored within the site.
7. Lights for illumination shall be determined by the Federal Aviation Administration (FAA) and the City of Shawnee on all tower locations.
8. No commercial advertising or signage shall be allowed on any tower.
9. All towers shall meet the minimum construction and structural load standards specified in the adopted building code.
10. All towers must setback its height distance from any structure that is being occupied.
11. Monopole and lattice towers are allowed to affix themselves to existing city or private structures as long as they meet all other requirements. These towers are not to exceed twenty (20') feet above the roofline of the existing structure. In no case shall the height of the tower be located to fall beyond the edge of the roof line.
12. Any tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such antenna or tower shall remove same within ninety (90) days of receipt of notice from the City of Shawnee notifying the owner of such abandonment. If not removed within ninety (90) days, the City may remove said tower at owner's expense.

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Section 22-175.20 Communication Towers/Cell Phone Towers

13. A site plan shall be submitted which shows parking spaces and access easement to the property line/tower site.
14. The application should look at co-location on an existing tower, and if not feasible, indicate why it is not feasible.
15. Must show written approval from property owner as to placement of the tower.
16. After installation of the tower, the owner must submit as-built plans to be kept on file.
17. The applicant must provide a certificate of design by the design engineer as to compliance with the City Code upon completion of the tower.
18. As part of the approval process the owner must submit annually to the Shawnee City Inspection Department an inspection report on each tower as to compliance with Federal Communications Commission (FCC) and FAA standards.
19. An appeal to any interpretation of this ordinance must be appealed to the Shawnee Board of Adjustment.

City of Broken Arrow
Zoning Ordinance Excerpt

Chapter 5: Development Standards
5.9 Telecommunication Towers

A. Purpose
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A. Purpose

The City Council finds that towers and other supporting structures present land use concerns that should be dealt with by protecting residential uses, encouraging co-location, minimizing the number of towers in a manner that does not discourage market access or competition, and preventing or limiting adverse effects on off-site premises. The intent of these provisions is to provide for the continued establishment of new wireless communication providers and the expansion of existing wireless telecommunication services within the City, while simultaneously protecting neighborhoods, all through minimizing adverse visual and operational effects of facilities through careful design, sighting, screening, camouflage, and collocation requirements encouraging creative design and camouflage measures.

B. Towers Fifty Feet or Greater are Prohibited Without a Permit

No person or entity shall hereafter construct, own, or operate any communication tower in excess of fifty feet (50") in height above the mean elevation of the ground on which it is built, unless said person has obtained a building permit to construct from the City of Broken Arrow.

C. Towers on Government Land

Towers located on property owned, leased, or otherwise controlled by the governing authority of any city, county, public school district, state, or by any agency of the United States of America, will be exempt from the remaining requirements of this Section if in compliance with Sections 5.9. E through J inclusive and no more than one hundred twenty feet (120") in height; provided that such exemption will only be available if a commercial lease or license authorizing such antenna or

tower has been approved by the applicable governing body. The tower owner shall file a permit application with the City of Broken Arrow for purposes of keeping a complete record of towers within the City; the permit shall be issued administratively. The City Council expressly finds that governmental controls through proprietary devices such as a commercial lease are an adequate substitute for governmental control through regulatory devices.

D. Towers of Limited Height on Residential Land

1. No tower shall be constructed in excess of fifty feet (50") in height above mean ground elevation on any property actually used for a single-family residential purpose, or any vacant land that is intended for residential use on the Comprehensive Plan (Level 1 and Level 2), or that actually has any "R" district classification and use.
2. Any tower constructed as an accessory use on residentially zoned land that is developed and utilized for institutional purposes shall not be constructed in the front yard or within the minimum side yard requirements for the applicable zoning district. However, a camouflaged tower that does not exceed one hundred feet (100") may be placed in the front yard if concealment of both the tower and the equipment structures are accomplished (e.g., a tower disguised as steeple or comparable building element at a site for a place of worship, or a flagpole design at a public school, or an obelisk at other institutions).

E. Application Requirements

1. Each applicant for a permit to build a tower shall provide to the Development Services Department an inventory of all the existing and approved towers or permits for other locations that are within one-half mile of the site applied for. The inventory shall include specific information about the location, height, and design of each tower.
2. If the towers within the applicant's inventory have been designed for co-location, a description of the facilities and heights for the possibility of co-location shall be included within the inventory. Copies of the standard co-location lease shall also be provided, with appropriate blanks for physical dimensions and price, but including all standard terms and conditions. Said inventories and form contracts may be shared with other applicants applying for any approvals under this Ordinance; provided that the City does not warrant the accuracy of any such information shared with other applicants.
3. The applicant for a permit shall also provide the description, identity, and contact for the backhaul network provider who will serve that site.
4. Applicants for permits involving collocation shall specify in the application the features of the tower that adapt it for collocation, such as the number and location of portholes for cables, the proposed ground footprint of multiple equipment sheds and cabinets, and related items.
5. The application shall also include elevations of all proposed shielding, screening, and the details of materials and color for the facility.
6. A nonrefundable fee shall accompany each application.

F. Construction Standards

1. The tower shall either maintain a galvanized steel finish, or be painted a uniform neutral color (unless color is governed by applicable standards of Federal Aviation Administration), so as to reduce visual intrusiveness. Cabling shall be contained interior to the structure of the tower, or wrapped in a cover with a matching color scheme to the tower. The use of camouflage technology so that the tower appears to be a part of the primary building on site is also acceptable. The design and maintenance of the equipment, buildings, cabinets, or related

structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting or the built environment of the primary use.

2. If an antenna or series of antennas are installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and related equipment visually unobtrusive.
3. Towers shall not be artificially lighted, unless such lighting is required by the Federal Aviation Administration or other applicable authority.
4. All towers, antenna, and related equipment shall meet or exceed current standards and regulations of the Federal Aviation Administration and the Federal Communications Commission, together with the regulations of any other agency of the federal government with the authority to regulate towers and antennas.
5. Antennas and associated supports, cables, brackets, and related equipment shall not be mounted on any tower or other supporting structure by any method of punching, drilling, or other means that may weaken the tower or supporting structure.
6. All tower sites shall be served by a driveway from a public street and said driveway shall be paved with an all-weather surface. However, sites in areas of restricted street access may be served by driveways from paved public or private parking lots. The Engineering Department must approve the size of "tin horns" or other drainage structures prior to the start of construction.
7. All towers and all antenna support structures that are between fifty-one feet (51") and one hundred feet (100") in height (inclusive) shall be constructed to support a minimum of two (2) antenna arrays with the cabling interior to or otherwise concealed within the structure. All towers that are in excess of one hundred feet (100") in height shall be constructed to support a minimum of four (4) antenna arrays with the cabling interior to or otherwise concealed within the structure.
8. Construction must otherwise comply with the current requirements of the Broken Arrow Building Code.
9. Any information of an engineering nature that the applicant submits to the City, whether civil, electrical, structural or mechanical, shall be certified in writing, by an Oklahoma licensed, professional engineer. Such information shall include (but not be limited to) anticipated tower height, tower type, construction materials, declared wind speed in mph, ice load in inches, anticipated antennae loading for the design, and engineered appurtenance loading.

G. Maintenance, Operation, and Removal

The owner of the tower shall ensure that it is maintained in compliance with the standards contained in the applicable local building codes and the applicable standards for towers established by the electronic industries association, as amended from time to time, in order to ensure the structural integrity of the tower. The failure to maintain structural integrity through compliance with these standards is hereby declared a public nuisance and the towers may be abated, including the removal of the tower under authority of and in compliance with the City Council's powers to declare and abate public nuisances. No antenna may be used which, by design or by actual operation, causes interference on any frequency actually used by any police, fire, or public ambulance services having authority or jurisdiction over any portion of the City of Broken Arrow. Each tower owner shall provide a maintenance bond to assure the maintenance of the equipment building(s) and the support or tower structure, including the costs of removal in the event the facility is abandoned for more than one (1) year.

H. Site Plan

Each applicant requesting a permit under this Section shall submit a scaled site plan, lighting plan, and scaled elevation view together with other supporting drawings, calculations, and documentation, all signed and sealed by appropriate licensed engineers or other appropriate professionals, showing the location and dimensions of all improvements proposed for the site. This information shall include existing and proposed topographical and planimetric drawings and all significant features that support collocation (e.g. provisions for interior cabling, portholes, the footprint for multiple equipment sheds and cabinets, etc.).

I. Administrative Approval of Permits

The Director may administratively approve the installing of antenna on:

1. CG, CH, and Industrial Districts

a. Towers are lawful uses permitted administratively when located as accessory uses on any land in industrial zoning districts, or any developed land in CG zoning districts or CH zoning districts that are equal to or larger than two and one-half (2½) acres.

b. Such towers shall be set back from any existing adjacent residential lot boundary equal to two hundred percent (200%) of the total height of the tower or other supporting structure, shall not exceed two hundred feet (200") in height as to industrial property or one hundred twenty feet (120") in commercial property, and shall comply with the terms of this Ordinance and any future amendment thereto. Such towers on commercial property must also use camouflage technology such as flagpoles, obelisks or other approved "stealth" coverings. Such towers on industrial property must meet the front and side yard setback requirements for the subdivisions.

2. All Commercial and Industrial Districts: Existing Structures 60 Feet or Greater

Antennas may be installed on existing structures other than a tower (such as commercial or industrial buildings, billboard sign, power transmission tower, water tower, or other free standing nonresidential structure,) that is sixty feet (60") in height or greater, if and only if the additional antennas or supports create a new structure with a cumulative height not to exceed one hundred twenty feet (120") from the mean ground elevation.

3. All Commercial and Industrial Districts: Existing Structures Less than 60 Feet

Antennas may be installed on an existing structure other than a tower (such as a building, sign, light pole, water tower, or other free standing, nonresidential structure) that is less than sixty feet (60") in height so long as such addition does not add more than twenty feet (20") to the height of the existing structure

4. Existing Towers and Poles

Antennas may be installed on any existing communication tower or light pole of any height, so long as the addition of said antennas add no more than twenty feet (20") cumulative to the height of the existing tower or light pole. Any associated equipment building must be located in conformity with the generally applicable setback requirements of the zoning district and appropriately screened or landscaped. Said installation adding twenty feet (20") of height may occur no more than one (1) occurrence per tower or light pole. For equipment compounds that

are served by a dirt road or drive, the new equipment owner shall pave at least the first twenty feet (20") of the dirt road or drive that is adjacent to the street.

5. Non-commercial or Non-industrial Land

Antennas may be installed on existing structures on agricultural, residential, or office land through an administrative permit under the following conditions:

a. On an existing structure other than a communications tower (such as a building, sign, light pole, water tower, or other free standing, nonresidential structure that is less than sixty feet (60") in height, so long as such addition does not add more than twenty feet (20") to the height of the existing structure;

b. On an existing tower of any height, and further including the placement of additional buildings or other supporting equipment used in connection with said antenna, so long as the addition of said antenna cumulatively adds no more than twenty feet (20") to the height of the existing tower and the tower remains set back from any existing adjacent residential lot boundary equal to one hundred twenty percent (120%) of the total new height of the tower;

c. On certain developed public properties, including but not limited to water towers, water treatment plants, sewer treatment facilities, police stations, fire stations, ambulance stations, equipment maintenance facilities, and lighted and enclosed sports facilities such as football stadiums, baseball and softball parks, but not practice facilities at unlighted or unsecured locations that may be temporarily used for sporting events, nor in any open parks or greenbelts;

d. on the roofs of public high schools, intermediate high schools, middle schools, elementary schools, and office buildings, so long as such addition does not add more than thirty feet (30") to the height of the existing structure; or

e. On an existing billboard located within the limited access highway corridors so long as the total height does not exceed one hundred twenty feet (120"); provided that if the support for the billboard lacks sufficient strength for the new height, then the billboard may be removed and adequate support for both structures may be made, and a billboard of the same or smaller size be reinstalled at the former height. Existing billboards that are outside of the limited access highway corridor may be used, so long as the addition adds no more than twenty feet (20") to the height of the billboard; for purposes of this section, the limited access highway corridors shall be defined as the Broken Arrow Expressway within Tulsa County, the Creek Turnpike, the Muskogee Turnpike and any land within one hundred fifty feet (150") on either side, but said definition shall exclude State Highway 51 in Wagoner County and all spurs or older routings.

6. Other Industrial Land

The Director may also approve tower construction if: the new tower to be constructed is within an industrially zoned area, the industrial district is at least ten acres in size, the tower location is no closer than three hundred fifty feet (350") feet to a residential structure, and the tower is no greater than one hundred feet (100") in height; or, on an existing tower or supporting structure as a co-location.

7. Temporary Antennas

Temporary antennas shall only be allowed in the following instances:

a. In conjunction with a festival, carnival, or other activity requiring a special event permit from the City; and the antennas shall only be allowed commencing from one week prior to the event and be removed one week after the event; or
b. In conjunction with a natural calamity such as a storm or other emergency as declared by the City's Police or Fire Departments, which calamity has damaged or destroyed the regular facilities, and the temporary facilities are needed to restore service until the damage can be repaired or replaced. The facility owner or the service provider shall notify the City within twenty-four (24) hours of the outage, and must receive an Administrative Permit if the temporary facility will be required for more than seven (7) days. Further, any temporary facilities that remain in place for in excess of six months must receive a permit from the City Council for the period in excess of six (6) months.

8. Screening and Landscaping

Landscaping and fencing requirements on existing towers and equipment facilities must be properly maintained prior to the administrative permit being issued by the Director, but new or additional requirements shall not be added for purposes of collocation.

J. Council Permits for Towers

If the tower or antenna may not be permitted administratively as described above in subsection i., then no tower may be constructed without securing a permit from the Broken Arrow City Council.

1. Applications for a tower permit from the City Council shall first obtain a specific use permit from the Planning Commission pursuant to Section 6.5 of this Ordinance.
2. The City Council may impose conditions that it, in good faith, believes is reasonably necessary to minimize any adverse effect of the proposed tower on adjoining properties, and that foster competition by encouraging multiple uses on co-location structures. For purposes of evaluation of the application, the use of a billboard as a basis for a tower shall be considered co-location, even if only one (1) antenna array is to be placed thereon.
3. The City Council may require particular evidence or special conditions in the event the Council determines the proposal may potentially contaminate water supplies, contaminate surface waters or soil, interfere with drainage, or interfere with the primary use of the public property.
4. All sized freestanding towers are prohibited in A-1 and RE zoning districts, including areas that are in fact used as agricultural or residential estate areas even though zoned at more intense levels. Towers in excess of 100 feet are prohibited in R1, RS-1, R2, RS-2, R3, and RS-3 zoning districts. Applicants in such areas shall be required to establish the necessity of the tower and all elements of the application by clear and convincing evidence.
5. When an applicant for a tower permit works with a developer of residential land, and designs a subdivision that uses a flagpole and guard house (or comparable camouflage) as elements within the design of the subdivision entrance or private park reserve, the approval of the final plat shall include the permit for the tower at a height not to exceed eighty feet (80") and used as the flagpole, and an equipment cabinet within the guardhouse.

K. Factors Considered for City Council Approval

The City Council shall consider the following factors in determining whether or not to issue a permit for a tower, although Council may modify one or more of these criteria if, in the particular circumstances of the application, Council concludes that the goals and intent of this Ordinance are better served by such modification. Factors to be considered are:

1. Height of the proposed tower;
2. Proximity of the tower to residential structures and adjacent residential lot boundaries;
3. Nature of uses on adjacent and nearby properties;
4. Surrounding topography;
5. Surrounding tree coverage and foliage;
6. Design of the tower, with particular reference to those design characteristics, which have the effect of reducing or eliminating visual obtrusiveness, or providing camouflage;
7. Proposed routes of ingress and egress;
8. Whether or not the tower is constructed so as to be available for co-location in the future; and
9. Whether or not there are suitable, existing towers or other supporting structures capable of meeting the technological needs of the applicant.

L. Evidence of Capacity

All evidence relating in any manner that in essence indicates that the application location is needed to improve the capacity of the system and is to address a specific and local geographic problem must be submitted in writing, and signed and sealed by an engineer, licensed in the State of Oklahoma.

M. Warning Sirens

All applications for new towers shall include an examination of the City"s Emergency Warning Siren Location Map. If the new tower site is in a location where the Emergency Warning Siren Location Map indicates that a siren is proposed, then the permit may be conditioned on the granting of permission for the City of Broken Arrow to place and operate a storm siren warning system on the completed tower, at a height to be mutually agreed, but typically between twenty feet (20") and thirty feet (30") above the mean lot elevation, unless such location would create a technical problem for the applicant's system. Costs of the installation and operation of the warning siren shall be solely the responsibility of the City. Applicant shall advise at the time of the application what costs, rental, or other fees will be required for the placement of the warning siren.

N. Radius Report

If the application is for a tower in excess of two hundred feet (200") in industrial areas or if in excess of one hundred twenty (120") in any other zoning district, and Council action is required, then the applicant must provide a list of property owners within a three hundred foot (300") radius of the perimeter of the lot on which the tower is proposed, and the City shall notify the persons on the list by mailing notice of the hearing, all at applicant's expense.

O. Collocation Contracts

Any applicant who claims that a proposed tower will be used for collocation shall provide a form contract, which will be used for collocation for at least five years after construction. The contract shall only have blanks for the name of the lessee, date, location and size of the equipment shed, height of the antenna array and final price.

P. Effect of Existing Tower Availability

No new towers should be permitted by the Council unless the applicant demonstrates to the City Council's reasonable satisfaction that no existing tower or other structure can accommodate the applicant's proposed antenna. Evidence of this unavailability may consist of any of the following:

1. No existing towers or structures are located within the geographic area required to meet applicant's engineering, capacity, or technical requirements;
2. Existing towers or structures are not of sufficient height or structural strength to meet the applicant's engineering, capacity, or technical requirements;
3. Applicant's proposed antenna would cause electromagnetic interference with existing antenna on existing towers or structures, or the existing antennas on the existing towers or structures would cause electromagnetic interference with applicant's proposed antenna;
4. The fees, costs, or contractual provisions required by the owner of the existing tower in order to share said tower structure are unreasonable. (In this regard, eight-year rental costs exceeding the costs of site acquisition and tower construction including engineering and design fees, are presumptively unreasonable); and
5. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

Q. Setbacks and Security

All towers must be set back a minimum distance of one hundred twenty percent (120%) of the total height of the tower and structure from any adjacent residential lot boundaries unless a greater setback is required by other provisions of this Ordinance. The location of towers, guy wires, and accessory facilities shall meet the minimum zoning district setback requirements and shall not be in the front yard of the principal use. Towers shall be enclosed by security fencing not less than eight feet (8") in height together with such appropriate anti-climbing devices as may be best utilized by the type of tower involved; provided the Council may waive security fencing requirement if other features of the site provide adequate substitute security. Camouflage technology may be used to justify a reduction or elimination of front yard setbacks as to the tower.

R. Screening and Landscaping

1. **Screening**
   Tower facilities shall be visually buffered by a hedge of low-maintenance evergreen plant materials and approved opaque screening materials, which effectively screen the view of the tower compound and accessory facilities.
2. **Landscaping**
   Existing trees and natural landscape and elevations around the site shall be preserved to the maximum extent possible. Shrub planting materials that are used for screening must be a minimum five (5) gallon evergreen; the evergreens must be capable of reaching the full height of the fencing materials at full growth. Trees shall be at least two inches (2") in caliper. Plant materials that die or do not effectively buffer the fencing materials shall be replaced. The landscaping plans shall include provisions for irrigation of all new materials proposed to be planted, or the landscape maintenance shall be bonded by insurance or other surety company licensed to do business in Oklahoma; provided that a single bond in an adequate amount may be used for multiple sites.

3. **Fencing**
   The privacy fencing or similar approved opaque screening materials shall be a minimum of eight feet (8") in height; a greater height of fencing shall used as necessary to screen taller equipment sheds within the compound. Provided that equipment sheds which are adjacent to and camouflaged to resemble a structural element of the primary building on site do not have to be fenced.
4. A landscaping plan shall be included with the application and shall include operational information on how the planting materials will be maintained, irrigated, and fertilized.
5. Where a new application is made for an existing site at which the landscaping and screening has not been maintained, the issuance of the permit may be conditioned on the completion of the needed corrective action.

S. Billboards

No billboards may be added to communication towers except under 5.9(I()(5).

T. Written Decision

Any decisions to deny an application for the placement, construction, modification of towers for cellular or personal communication service, or specialized radio mobile service shall be conveyed to the applicant in writing, together with the summary of the evidence which supports a denial of the application. A copy of the minutes of the meeting, which contains some of the evidence, may be used in place of or in addition to other summaries. The decision shall further contain the date at which the public body denied the application. The applicant has thirty (30) days after the denial of the application, within which to seek judicial review. Therefore, the City will attempt to give notice in writing within five (5) business days of the denial of the application, unless the applicant or applicant's representative was present in the meeting at which the denial was announced.

U. Five Year Permits, Notice of Use; Removal of Abandoned Towers

1. Any tower that is not actually used as an antenna support for a continuous period of twelve (12) months shall be considered abandoned, and the permit owner(s) for such antenna(s) or tower shall remove same at their expense within ninety (90) days of receipt of notice from the City of Broken Arrow notifying the permit owner of said abandonment. Antennas that do not have electrical power shall not be considered in use.
2. In the event that such a tower is not removed, notice of the intent by the City to remove shall be given to the applicant and to the owner of the real estate on which the tower is located if different from the applicant. Abandoned antennas and towers are hereby declared a public nuisance, removable by the City Council in accordance with nuisance abatement procedures or through the claims on a posted bond.
3. Permits shall be renewed at the end of each five-year term, provided the permit owner delivers to the City, within thirty (30) days prior to the expiration of the five (5)-year term, a certification which displays that the tower is in use, the identity of the owners of the antennas located thereon, whether the tower is suitable for additional collocation, whether the standard lease contract has been changed (together with a copy of such changes), evidence that all conditions to the issuance of the permit are being satisfied, and evidence that all property taxes that are due on the tower and related facilities have been paid. Should the permit owner fail to satisfy these conditions then the permit shall automatically terminate at the end of the five-year period. Any permit for such tower and facilities that is terminated may only be reissued by following and satisfying the standards applicable at the time required for a new application.

V. Driveway for Towers

Any existing tower site that lawfully uses an unpaved driveway to access a public street, and which driveway allows the deposit of dirt, gravel or similar material to be deposited on the public streets during rain conditions, shall be considered a public nuisance, and may be abated in accordance with the general ordinances dealing with nuisance abatement.

W. Permits Limited if Not Built

A permit for a tower shall be valid for no more than one year, unless a valid building permit is issued and construction proceeds diligently.

X. Proprietary Powers Reserved

Nothing in this Section concerning the regulation of what is legally permissible or legally forbidden interferes with the proprietary right of the City Council to control the property held in the City's name or in the name of any of its trusts as either a corporate owner or as public trustee.

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	20
Department:	City Clerk		
Prepared By:	Cora Middleton, CMC	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	5

Subject

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

Recommendation

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

Discussion

This is the second and final stage to implement the changes, to the Defined Contribution Plan that were addressed at the March 17, 2015 City of McAlester City Council Agreement.

Exhibits:

1. Ordinance, amending the Plan
2. Joinder Agreement
3. Master Defined Contribution Plan
4. Letter from OMRF
5. Memorandum from McAfee & Taft to OMRF

Approved By

		Initial	*Date*
Department Head		CM	06/02/15
City Manager	P. Stasiak	PJS	

Oklahoma • Municipal • Retirement • Fund

Kari M Baser
Distribution & Project Manager

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SHAWNEE
DISTRICT 4

May 8, 2015

Sheila Maldonado
City of McAlester
PO Box 578
McAlester OK 74502-0578

RE: McAlester **DC** Plan

Dear Sheila,

The OkMRF Defined Contribution Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service (IRS). The IRS requires our members to formally adopt this new plan language as well.

In addition to the IRS required changes, we added the changes necessary to allow for a daily recordkeeping platform. For your convenience, this will allow you to adopt both the IRS and daily changes jointly.

Please find enclosed your new OkMRF Defined Contribution Master Plan and two (2) sets of the Amending Ordinance/Resolution and Joinder Agreement for the City of McAlester **DC** Plan with the effective date of October 1, 2015. ***These documents must be approved by your governing board on or before August 31, 2015, in order to avoid using the emergency clause.***

Also enclosed is a summary of the plan changes. Some of the changes are required, while others provided clarification in the plan language and allows for daily accounting and recordkeeping. We have used your current plan specifications to use in the new joinder agreement. If you or your governing board would like to make any plan changes now would be a good time to do so. If you would like more information about plan changes, please contact Chris Whatley or Kari Baser at 888-394-6673 ext. 103 and 104, respectively.

After your governing board has approved the new documents, please return the following to OkMRF as soon as possible:

- One (1) Ordinance/Resolution
- Two (2) Joinder Agreements

After the OkMRF Board of Trustees has signed the Joinder Agreements, one original will be returned for your files.

If you would like an electronic version of the documents, please email me at kbaser@okmrf.org. We are pleased to have you as an OkMRF member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

Sincerely,

Kari Baser

enclosures

525 Central Park Dr., Suite 320 • Oklahoma City, OK 73105 • Ph: 1-888-394-6673 • Local: (405) 606-7880 • Fax: (405) 606-7879

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MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: May 7, 2015

RE: Oklahoma Municipal Retirement Fund Master Defined Contribution Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Contribution Plan

Sec.	Feature	Current Version	Newly-Approved Version
1.1	Purpose	States the purpose of the Plan.	Adds IRS required sentence that the type of plan is a "profit sharing plan."
4.4	Voluntary Nondeductible Contributions by Participants	Administrative rules for voluntary nondeductible rules.	Removed domiciled in Oklahoma.
4.8(a)	Deferred Compensation Contributions	Administrative rules for 401(k) contributions.	Adds more specificity to administration rules for 401(k) elections.
4.8(b)	Dollar Limitation on Deferred Compensation Contributions	IRS rules for limitations on 401(k) deferrals.	Update to language in order to fully reflect regulations.
5.5	Valuation of Account	Administrative rules for valuing a participant's account.	Updated for daily accounting system.

5.6	Allocation of Investment Earnings and Losses	Administrative rules for allocating earnings and losses.	Updated for daily accounting system.
6.5	Initial Distribution Date	Administrative rules for timing of distribution requests.	Updated for daily accounting system.
6.8	Withdrawals from Participant's Contribution Accounts	Administrative rules for timing of distribution requests.	Revised to correct for IRS notice requirements.
6.8(d)	Pick-up contribution account	None.	IRS required language that provides that pick-up cannot be withdrawn before termination of employment.
6.10(e)	Methods of Distribution	None.	Added purchase of an annuity alternative.
6.11	Designation of Beneficiary	Does not address voiding of beneficiary designation by divorce.	Provides that beneficiary designation may be voided upon divorce under state law.
6.12	Loss of Benefits for Cause	Participant can lose benefits for Cause.	Deleted per IRS request and reserved.
6.14(b)	Loans to Participants	Administrative rules for timing to establish a loan account.	Updated for daily accounting system.
6.15	Required Minimum Distributions	Required IRS provisions regarding required distributions upon termination of employment after attainment of age 70½.	Modifications of language per IRS request.
6.17	Forfeiture of Benefits	Oklahoma Statute regarding a participant's loss of retirement benefits due to certain causes.	Deleted per IRS request and reserved.
8.5	Authority of volume submitter practitioner	Describes authority of volume submitter practitioner.	Adds language to clarify that amendment to trust will not necessarily cause plan to become individually designed.
9.1(a)	Transfer to another category.	Addresses changes in employment classification of employee.	Adds sentence that employee will continue to accrue vesting service if employee participates in another retirement plan of the employer.

9.1(b)	Transfers from Plan	Rules for transfer of participant's employment to another municipality.	Conforms language to plan administration.
9.2(b)	Transfers to Plan	Provides that when person transfers to this Plan from another municipality, prior service counts.	Added language to clarify that prior service does not count if participant received distribution from prior retirement plan.
10.3	Benefit Payments	Administrative rules for benefit payment authority.	Removes specific requirement of Committee direction.
11.13	Written Notices	None.	Adds new section to describe acceptable communication methods in a daily accounting system.

B. Joinder Agreement

Sec.	Feature	Old Version	Newly-Approved Version
2.	Employee	Blank line for variations.	Multiple options for common variations.
4.	Compensation	Allows the Employer to exclude certain items from the definition of Compensation.	Adds additional possible exclusions for "Longevity Pay," and accrued vacation and sick leave paid upon termination of employment.
5.	Plan Design	Included pick-up option, thrift plan option, fixed option, variable option, 401(k) option	Added (i) Matching Contribution Option and (ii) "No Employer Contribution Option."
5.	Thrift Plan Option	Forfeitures allocated as contributions.	Forfeitures used to make employer contributions.
5.	Fixed Option and Variable Option	Forfeitures allocated as contributions.	Reference to Forfeitures deleted because addressed in Section 8.
8.	Allocation of Forfeitures	Addresses forfeiture allocations.	Specifies that forfeitures under Fixed Option or Variable Option are allocated in accordance with selected option.
10.	Vesting	Offered standard options and individualized alternative.	Added (i) 100% immediate vesting alternative, and (ii) individualized alternative, is now subject to IRS safe harbor guidelines.

12.	Direct Transfer to Other Retirement Plan	Not addressed.	Added options for (i) direct transfers to other defined contribution plan sponsored by employer not permitted, and (ii) direct transfer permitted.
13.	Valuation Date	No options specified.	Provides for the following options: (i) monthly, (ii) weekly, and (iii) daily. Will offer daily option only and when available.
	End of Joinder		Adds IRS required disclosure for Volume Submitter documents.

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of McAlester, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at McAlester, hereby establishes a Defined Contribution Plan to be known as **City of McAlester Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. **Dates.**
   [ ] This instrument is a new Plan effective ___ (date may not be prior to Plan Year of the date of execution).
   [X] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 2013. The effective date of this Joinder Agreement is **October 1, 2015** (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. **Employee.**
   The word "Employee" shall mean:
   [X] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   [ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   [ ] Any person who, [ ] on or after the Effective Date, [ ] as of , holds the position of:
      [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
      [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
      [ ] Department Head or Department Manager
      [ ] Finance Director or Chief Financial Officer
      [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
      [ ] (specify position)

   The word "Employee" shall <u>not</u> include:
   [X] Any person who is currently accruing benefits under any other state or local retirement system.
   [X] Any person in the following position and who is covered under another retirement program or system approved by the City:
      [X] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
      [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
      [ ] Department Head or Department Manager
      [ ] Finance Director or Chief Financial Officer
      [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
      [ ] (specify position)
   [ ] Any person who .

3. **Entry Date.**
Eligible Employees shall commence participation in the Plan: (Select only one)
[ ] **months** (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
[**X**] **On the Employee's Employment Commencement Date.** (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. **Definition of Compensation.**
Compensation shall exclude the item(s) listed below:
[ ] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity Pay.
[**X**] Severance pay.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[**X**] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Other:

5. **Plan Design.**
The Employer hereby elects the following Plan design:
[ ] Pick-up Option. Each Employee shall be required to contribute to the Plan __% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

[ ] Thrift Plan Option.
[ ] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than __% of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
[ ] The Employer shall contribute to the Fund an amount equal to __% of the total Mandatory Contributions contributed by Participants.
The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

[ ] Fixed Option. The Employer shall contribute to the Fund an amount equal to __% of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[**X**] Variable Option.
[**X**] The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
[ ] Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
[**X**] Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
[ ] Option C: A combination of Options A and B in the following ratios: ___% for Option A, and ____% for Option B.

[ ] 401(k) Option.
(This Option available only if elected prior to May 1, 1986)

[ ] Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.

[ ] Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after ____ (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[X] Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to **50.00** % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to **6.00** % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

[ ] No Employer Contribution Option.

6. Other Participant Contribution Options.

[X] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.

[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.

[ ] Participants shall not contribute to the Plan.

7. Self-Directed Investments.

[X] Are permitted.

[ ] Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

[ ] Shall be added to Employer contribution under such Option.

[X] Shall reduce the Employer contribution under such Option.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[X] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.

[ ] shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[ ] Option A

Years of Service	Vested Percentage	Forfeited Percentage
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[X] Option B

Years of Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[ ] Option C

Years of Service	Vested Percentage	Forfeited Percentage
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[ ] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

a. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

b. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

c. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

Years of Service	Vested Percentage	Forfeited Percentage
less than 1		%
at least 1 but less than 2	%	%
at least 2 but less than 3	%	%
at least 3 but less than 4	%	%
at least 4 but less than 5	%	%
at least 5 but less than 6	%	%
at least 6 but less than 7	%	%
at least 7 but less than 8	%	%
at least 8 but less than 9	%	%
at least 9 but less than 10	%	%
10 or more	%	%

[ ] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

[ ] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[**X**] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[**X**] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

[ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

[ ] Monthly: Midnight on the last work day of the calendar month.

[ ] Weekly: Midnight on the last work day of the calendar week.

[X] Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the **City of McAlester** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of McAlester

By:_____

Attest:

Title:_____

_____

Title:_____

(SEAL)

15. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title:_____

Attest:

_____

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN

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ARTICLE I.
Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Section 401(a) and 501(a) of the Code. The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their beneficiaries. The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

1.2 Parties: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

ARTICLE II.
Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) Account: One or more of several records maintained to record the interest in the Plan of each Participant and Beneficiary, and shall include any or all, where appropriate, of the following: (i) Municipality Contribution Account, (ii) Participant Deductible Contribution Account, (iii) Participant Deferred Compensation Contribution Account, (iv) Participant Mandatory Contribution Account, (v) Participant Nondeductible Contribution Account, (vi) Participant Roth Contribution Account, (vii) Pick-Up Contribution Account, (viii) Participant Rollover Account, (ix) Catch-Up Contribution Account, and (x) Loan Account.

(b) Adjustment Factor: The cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

(c) Amount(s) Forfeited: That portion of a terminated Participant's Municipality Contribution Account to which such Participant is not entitled because of insufficient Service.

(d) Authorized Agent: The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) Authorized Leave of Absence: Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

(f) Beneficiary: Any person or entity designated or deemed designated by a Participant as provided in Section 6.11 hereof.

(g) Break in Service: The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code unless the Participant is on Authorized Leave of Absence. If a Participant does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

For determining the amounts to be forfeited from a Participant's account under Section 6.6, any periods of employment with the Employer during which the Participant was not considered an Employee under the Plan shall not be considered as a Break in Service that causes a forfeiture unless the Participant was covered under a state retirement system or any other program outside the Oklahoma Municipal Retirement Fund System.

(h) Catch-Up Contributions: A Participant's contributions described in Section 4.8(c) herein.

(i) Catch-Up Contribution Account: The Account maintained for a Participant in which any Catch-Up Contributions are recorded.

(j) City Council: The City Council or Board of Trustees of the Employer or other duly qualified and acting governing authority of the Employer.

(k) Code: The Internal Revenue Code of 1986, as amended from time to time.

(l) Committee: The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article X hereof.

(m) Compensation: Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of contribution allocations under the Plan. For purposes of determining a Participant's compensation, any election by such Participant to reduce his regular cash remuneration under Code Sections 125, 401(k), 414(h), 403(b) or 457 shall be disregarded.

(1) Limitations. Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed $200,000, as adjusted by the Secretary of the Treasury at the same time and in the same manner as under Section 415(d) of the Code. In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual Compensation of each employee taken into account under the Plan shall not exceed the Omnibus Budget Reconciliation Act of 1993 ("OBRA '93") annual compensation limit. The OBRA '93 annual compensation limit is $150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If compensation for a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to applicable annual compensation limit in effect for that prior determination period.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Subsection 2.1(m), Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

(n) Deductible Participant Contribution: Prior to January 1, 1987, the amount a Participant may voluntarily contribute to the Plan which could not exceed the lesser of $2,000 (or such higher limit as allowed by the Code), or 100% of Compensation, and is deductible from gross income by the Participant pursuant to the Code. No Deductible Participant Contributions may be made after January 1, 1987.

(o) Deferred Compensation Contributions: A Participant's contributions described in Section 4.8 herein and credited to his Participant Deferred Compensation Contribution Account.

(p) Disability: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents a Participant from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(q) Effective Date: The later of: (a) the date specified in the Joinder Agreement; or (b) the first day on which the Plan has a Participant.

(r) Employer: A Municipality chartered, incorporated or formed under the laws of the State of Oklahoma which executes the Joinder Agreement.

(s) Employment Commencement Date: The first day of the first pay period during which the Participant receives wages as defined in Section 3121(a) of the Code from the Employer.

(t) Entry Date: The date an Employee becomes a Participant.

(u) Forfeiture: The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(v) Fund: The fund established to provide the benefits under the Plan for the exclusive benefit of the Participants included in the Plan, and which will be pooled with similar

funds of other incorporated cities and towns of Oklahoma as a part of the Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(w) Investment Manager: A person who is either (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in the Investment Advisers Act of 1940, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state.

(x) Investment Options: Any of those investment options selected by the Committee in accordance with Section 5.12 hereof.

(y) Joinder Agreement: The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(z) Leased Employee: Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(aa) Limitation Year: The twelve (12) consecutive month period ending on June 30th of each year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(bb) Loan Account: A Participant's Separate Account established in the event he desires to make a loan from his applicable Account as provided in Section 6.14 herein.

(cc) Mandatory Contributions: Contributions, if elected by the Employer in the Joinder Agreement, which Participants are required to make in order to participate in the Plan.

(dd) Municipality: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as a beneficiaries; (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma statutes, which has adopted the Plan and/or which has become a participant in the related trust according to the terms herein.

(ee) Municipality Contribution Account: The account maintained for a Participant in which his share of the contributions of the Employer and the Amounts Forfeited and any adjustments relating thereto are recorded.

(ff) Normal Retirement Date: The first day of the month occurring on or next following the date a Participant attains sixty-five (65) years of age.

(gg) Oklahoma Municipal Retirement Fund: The trust created in accordance with Sections 48-101 et seq., of Title 11, Oklahoma Statutes 1981, to combine pension and retirement funds in incorporated cities and towns of Oklahoma for purposes of management and investment, represented by and acting through its Board of Trustees.

(hh) Participant: Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(ii) Participant Contribution Accounts: All of the following Accounts: (i) Participant Deductible Contribution Account, (ii) Participant Deferred Compensation Contribution Account, (iii) Participant Nondeductible Contribution Account, (iv) Catch-Up Contribution Account, (v) Pick-Up Contributions Account, (vi) Participant Mandatory Contributions Account, (vii) Participant Rollover Account, and (viii) Participant Roth Contribution Account.

(jj) Participant Deductible Contribution Account: The Account maintained for a Participant in which his Deductible Participant Contributions and adjustments relating thereto are recorded.

(kk) Participant Deferred Compensation Contribution Account: The Account maintained for a Participant in which his Deferred Compensation Contributions resulting from the Participant's election under Section 4.8 of the Plan and adjustments thereto are recorded.

(ll) Participant Mandatory Contribution Account: The Account maintained for a Participant in which his Mandatory Contributions and adjustments relating thereto are recorded.

(mm) Participant Nondeductible Contribution Account: The Account maintained for a Participant in which his voluntary nondeductible contributions and adjustments relating thereto are recorded.

(nn) Participant Rollover Account: The Account maintained for a Participant in which any Rollover Contributions are recorded.

(oo) Participant Roth Contribution Account: The Account maintained for a Participant in which any Roth Contributions are recorded.

(pp) Participation: The period commencing as of the date an Employee became a Participant and ending on the date the final distributions of all the Account balances are made.

(qq) Period(s) of Service or Service:

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his Retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's Plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service, or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of allocation of Employer Contributions).

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of Service of a Participant shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

(rr) Pick-Up Contributions: The Employer's contributions described in Section 4.7 hereof and credited to his Pick-Up Contribution Account.

(ss) Pick-Up Contributions Account: The account maintained for a Participant in which his share of Pick-Up Contributions are recorded.

(tt) Plan: The Oklahoma Municipal Retirement Fund Master Defined Contribution Plan set forth herein, and all subsequent amendments.

(uu) Plan Administrator: The persons who administer the Plan pursuant to the provisions of Article X hereof.

(vv) Plan Year: Means the twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(ww) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined contribution retirement plan and related trust, and applying before the Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(xx) Retirement: Termination of employment upon a Participant's attaining age 65.

(yy) Roth Contributions: A Participant's contributions described in Section 4.8(d) herein and credited to his Participant Roth Contribution Account.

(zz) Trust Service Provider: The person appointed by the Trustee to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(aaa) Trustee: The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(bbb) Valuation Date: The date specified in Section 13 of the Joinder Agreement and any Special Valuation Dates determined in accordance with Section 5.10.

(ccc) Valuation Period: The period of time between two successive Valuation Dates.

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "herein" shall mean and refer to the entire Plan, not to any particular provision or section.

ARTICLE III.
Eligibility and Participation

3.1 Eligibility: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an "employee" (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an "Employee," for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Entry Date: The participation of an Employee eligible to become a Participant shall commence on the earliest date permitted by the Employer in the Joinder Agreement.

3.3 Re-employment of Former Participants: Subject to Section 3.4, if a Participant incurs a Break in Service and is subsequently re-employed by the Employer, the Participant shall not receive any credit for his previous Period of Service with the Employer and such Participant shall be treated in the same manner as a person who has not previously been employed by any Municipality.

3.4 Re-employment of Retired or Fully Vested Participants: If a retired or fully vested Participant is re-employed by the Employer, no distributions shall be made from the Plan during the period of such re-employment. Periods of Service prior to such Participant's retirement or termination of service, as applicable, shall count as Periods of Service for purposes of determining such Participant's vested interest in his Municipality Contribution Account.

ARTICLE IV.
Contributions

4.1 Contributions by Employer: The Employer shall make such contributions as set forth in the Joinder Agreement. Such contributions shall be made from the operating revenue of the current taxable year or from accumulated revenue or surplus, as appropriate. The contribution shall be determined by written action of the Employer stating the amount of such contribution, and by the payment of such stated amount to the Trustee monthly. Upon execution of the Joinder Agreement, the Employer will contribute one Dollar ($1.00) to establish the Fund. Any Participant who received Compensation from the Employer during the Valuation Period shall share in the Employer's contribution for the Valuation Period, even if not employed on the last day of the Valuation Period.

All Participant contributions shall be transmitted monthly to the Trustee after being withheld by the Employer. The Trustee shall hold all such contributions, subject to the provisions of the Plan and Fund, and no part of these contributions shall be used for, or diverted to, any other purpose.

4.2 Required Participant Contributions: If the Employer so elects in the Joinder Agreement, Participants shall not be required to contribute to the Plan.

4.3 Mandatory Contributions: If the Employer so elects in the Joinder Agreement, a Participant shall contribute to the Plan for each Plan Year the percentage of his Compensation set forth in the Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. The Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

4.4 Voluntary Nondeductible Contributions by Participants: Subject to the limitations of Sections 5.11 and to such rules of uniform application as the Committee may adopt, each Participant may elect to make nondeductible contributions to the Plan. The contributions of such Participant after the Effective Date may be by payroll deduction, which the Participant shall authorize the Employer to make on written authorization forms designated by and filed with the Committee, or by cash payments by such Participant to the Trustee. The authorization to make contributions by payroll deductions shall be effective on the first day following the Committee's receipt of the payroll deduction authorization. In addition, a Participant may make Rollover Contributions notwithstanding the percentage limitations in the first sentence of this Section or the cash payment requirement of the second sentence of this Section.

4.5 Change of Rate of Voluntary Nondeductible Contributions by Participant: The Participant may change his rate of payroll deduction at any time between the minimum and maximum rates specified in Section 4.4, or he may discontinue his payroll deductions at any time. Any change of rate or discontinuance of payroll deductions shall be effective on the first payday following the receipt of written notice thereof by the Committee; provided, however, that not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

The Participant must furnish the Committee at the time of any Participant Contribution or payroll deduction authorization an election designating the contribution as a Mandatory Contribution, Deductible Participant Contribution, or a Voluntary Nondeductible Contribution.

4.6 Participant Contributions Nonforfeitable: Each Participant who contributes hereunder shall have a nonforfeitable vested interest in that portion of the value of his own contributions not theretofore previously withdrawn by him.

4.7 Pick-Up Contributions: If the Employer elects in the Joinder Agreement, all Participants shall be required as a condition of employment to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as Compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting, determining Participant rights and Participant Compensation. [In order for the Employer to have reliance on whether the Pick-Up Contributions comply with Section 414(h)(2) of the Code, the Employer must obtain a private letter ruling from the Internal Revenue Service.]

4.8 Deferred Compensation Contributions: If the Employer elects in the Joinder Agreement and if such Employer adopted a cash or deferred feature before May 7, 1986, the following provisions shall apply:

(a) Deferred Compensation Contributions under Code Section 401(k): A Participant, by written notice to the Plan Administrator, may elect to make a Deferred Compensation Contribution to the Plan rather than receive Compensation to which the Participant would otherwise be entitled during the period immediately following such election.

Subject to the limitations of this Section 4.8 and Section 5.11, a Participant's Deferred Compensation Contribution may be any whole percentage of his Compensation, but in no case shall a Participant's Deferred Compensation Contribution election exceed the percentage set forth in the Joinder Agreement. Such election shall be binding until the Participant, by written notice to the Plan Administrator, modifies or discontinues his Deferred Compensation Contribution. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

Employer contributions made pursuant to this Section 4.8 shall be credited to the Participant's Participant Deferred Compensation Account. All such Employer contributions shall

be paid to the Trustee as soon as practicable following the retention of such amounts by the Employer from the Participant's Compensation.

(b) Dollar Limitation on Deferred Compensation Contributions:

(i) General Rule. No Participant shall be permitted to make Deferred Compensation Contributions during any calendar year in excess of the dollar limitation contained in Section 402(g) of the Code (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Section 414(v) of the Code) in effect as of the beginning of the taxable year as adjusted under Section 402(g)(4) of the Code (hereafter referred to as "Excess Elective Deferrals"). In the case of a Participant who is age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Deferred Compensation Contributions that can be Catch-Up Contributions. In the event a Catch-Up Contribution eligible Participant makes Excess Elective Deferrals, the Plan Administrator shall cause such Participant's Deferred Compensation Contributions to be recharacterized as Catch-Up Contributions to the extent necessary to either (i) exhaust his Excess Elective Deferrals, and/or (ii) increase his Catch-Up Contributions to the applicable limit under Section 414(v) of the Code for the Plan Year.

(ii) Recharacterization to Meet Limits of Section 402(g) of the Code. In the event a Participant's Deferred Compensation Contributions for a Plan Year do not equal the maximum Contributions that may be made under the Plan during that Plan Year for any reason, the Participant's Catch-Up Contributions for such Plan Year shall be recharacterized as Deferred Compensation Contributions for all purposes to the extent necessary to increase his Deferred Compensation Contributions to equal such maximum for such Plan Year.

(iii) Corrective Distributions.

a. **General.** Notwithstanding any other provision of the Plan to the contrary, Excess Elective Deferrals (remaining after recharacterization as discussed above) and income and loss allocable thereto for the applicable calendar year must be distributed no later than April 15 following the calendar year in which Excess Elective Deferrals are incurred to avoid penalty, to Participants who have Excess Elective Deferrals for the preceding calendar year. Provided that, Excess Elective Deferrals to be distributed for a taxable year will be reduced by Excess Contributions previously distributed for the Plan Year beginning in such taxable year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Account holding Deferred Compensation Contributions, to the extent Deferred Compensation Contributions were made for the year, unless the Participant specifies otherwise.

b. **Calculation of Income Allocable to Excess Elective Deferrals.** The Plan Administrator shall use the method provided in Section 5.6 herein for computing the income allocable to corrective distributions pursuant to this Section. Excess Elective Deferrals are determined on a date that is no more than seven (7) days before the distribution. For the Plan Year beginning in 2007, income or loss allocable to the period between the end of the taxable year and the

date of distribution ("gap period") must be taken into account for corrective distributions. For Plan Years beginning after 2007, income or loss applicable to the gap will not be taken into account for corrective distributions.

(c) Catch-up Contributions: For Plan Years beginning after December 31, 2001, all employees who are eligible to make Deferred Compensation Contributions under this Plan and who have attained age 50 before the close of the employee's taxable year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Catch-Up Contributions are Deferred Compensation Contributions made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or over by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Deferred Compensation Contributions without regard to Catch-Up Contributions, such as the limit on Annual Additions and the Code Section 402(g) limit. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such Catch-Up Contributions.

(d) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (d) will apply to Contributions beginning with the effective date specified in the adoption agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.

(2) As of the effective date under Subsection (1), the Plan will accept Roth elective deferrals made on behalf of Participants. A Participant's Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in Subsection (ii).

(3) Unless specifically stated otherwise, Roth elective deferrals will be treated as elective deferrals for all purposes under the Plan.

(ii) Separate Accounting.

(1) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant.

(2) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's account.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other accounts under the Plan.

(4) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

(iii) Direct Rollovers.

(1) Notwithstanding Section 9.5, a direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(2) Notwithstanding Section 9.5, if elected by the Employer in the Joinder Agreement, the Plan will accept a rollover contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year. However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the plan.

(iv) Definition.

(1) **Roth Elective Deferrals.** A Roth elective deferral is an elective deferral that is:

a. Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the plan; and

b. Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

ARTICLE V.
Accounting, Allocation and Valuation

5.1 Accounts: The Committee shall maintain a separate Municipality Contribution Account, Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Participant Rollover Account, Participant Deferred Compensation Contribution Account, Catch-Up Contribution Account, Pick-Up Contributions Account and Loan Account as necessary for each Participant. A separate sub-account for each such Account shall be maintained for each Investment Option offered in accordance with Section 5.12. All such Accounts shall be credited or debited as herein provided.

5.2 Eligibility for Allocation: Employer contributions together with Amounts Forfeited as of the Valuation Date shall be allocated to the Municipality Contribution Accounts of Participants.

5.3 Allocation of Contribution: The Employer contributions, together with Amounts Forfeited as of the prior Valuation Date shall be allocated in the manner elected by the Employer in the Joinder Agreement.

5.4 Allocation of Amounts Forfeited: No Amount Forfeited attributable to the contribution of one Employer adopting this Plan may be allocated for the benefit of Participants of the Plan of any other adopting Employer.

5.5 Value of Account: The value of a Participant's Account is equal to the sum of all contributions, earnings or losses, and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), forfeitures, expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account balance is its value as of the Valuation Date immediately preceding the date of the distribution. The value of a Participant's Account is the fair market value of the assets in the account.

5.6 Allocation of Investment Earnings and Losses: As of each Valuation Date, the Accounts will be adjusted to reflect the earnings and losses since the last Valuation Date. Earnings or losses will be allocated using the daily valuation method so that earnings or losses will be allocated on each day of the Plan Year for which Plan assets are valued on an established market.

5.7 Accounting for Participants' Contributions: Contributions by or on behalf of each Participant shall be credited to his Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Catch-Up Contribution Account, Pick-Up Contribution Account, or Participant Deferred Compensation Contribution Account as deposited with the Trustee.

5.8 Accounting for Statement of Account: As soon as is administratively feasible, the Committee shall present to each Participant a statement of such Participant's Accounts, at least annually, showing the balances at the beginning of the reported period, any changes during the reported period, the balances at the end of the reported period, and such other information as the

Committee may determine. However, neither the maintenance of accounts, the allocations to Accounts, nor the statements of account shall operate to vest in any Participant any right or interest in or to the Fund except as the Plan specifically provides herein.

5.9 Time of Adjustment: Each adjustment required by this Article V shall be deemed to have been made at the times specified in this Article V, regardless of the dates of actual entries or receipts by the Trustee of contributions for such Plan Year.

5.10 Special Valuation Date: If the Committee determines that a substantial change in the value of any Investment Fund has occurred since the last Valuation Date, the Committee may, prior to the next Valuation Date, establish one or more Special Valuation Dates and determine the adjustment required to make the total net credit balance in the Accounts of the then Participants equal to the then market value of the total assets of the Fund. Such adjustments shall be made consistent with the procedure specified in Section 5.5. Having determined such adjustment, all distributions which are to be made as of or after such special Valuation Date, but prior to the next succeeding Valuation Date or Special Valuation Date, shall be made as if the net credit balances in all Accounts had actually been credited or debited to reflect the adjustment provided by this Section.

5.11 Limitation on Allocation of Employer Contributions: The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. Except to the extent permitted under Section 4.8(c) of this Plan and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) **Definitions:** For the purposes of this Section the following definitions shall be applicable:

(i) Annual Additions: For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

(1) Employer contributions,

(2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),

(3) Forfeitures, and

(4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.

Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a participant from the Plan; and (4) repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee

would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as Actual Compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

For purposes of applying the limitations described in Section 5.11 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the employee by reason of Code Section 132(f)(4).

Actual Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in Subsections (a) and (b) below may only be included in Actual Compensation to the extent such amounts are paid by the later of 2½ months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Actual Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above.

(b) Regular Pay: Actual Compensation shall include regular pay after severance of employment if:

(1) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(c) Leave Cashouts and Deferred Compensation: Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(d) Salary Continuation Payments for Disabled Participants: Actual Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

(i) Excess Amount: The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum

Permissible Amount.

(ii) Maximum Permissible Amount: The words "Maximum Permissible Amount" shall mean for the applicable Limitation Year, the "maximum permissible amount" (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) $40,000, as adjusted for cost-of-living under Code Section 415(d) the "Defined Contribution Dollar Limitation," or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(e) Determination of Excess: If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(f) Treatment of Excess: Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

5.12 Investment Options:

(a) Self-Directed: If the Employer elects in the Joinder Agreement, each Participant in the Plan is hereby given the specific authority to direct the investment of all or any portion of his Accounts in one or more Investment Options provided under this Plan in accordance with the procedures established by the Committee. If a Participant does not designate an Investment Option for his Accounts, his Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees. For purposes of this Section, the Participants shall be exercising full investment control, discretion, authority and fiduciary responsibility as provided in this Plan of the investments in such Participants' applicable Accounts.

(b) Non-Self-Directed: If the Employer does not elect in the Joinder Agreement to allow self-directed investments, all Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees.

ARTICLE VI.
Benefits

6.1 Retirement or Disability: If a Participant's employment with the Employer is terminated when he attains age sixty-five (65), or if a Participant's employment is terminated at an earlier age as the result of a Disability, he shall be entitled to receive the entire amount of his Municipality Contribution Account.

6.2 Deferred Retirement: If a Participant, with the consent of the Employer, shall continue in active employment following his Normal Retirement Date, he shall continue to participate under the Plan. Upon actual retirement, such Participant shall be entitled to receive the entire amount of his Municipality Contribution Account as of his actual retirement date.

6.3 Death of a Participant: Upon the death of a Participant, his Beneficiary shall be entitled to receive the entire amount of his Municipality Contribution Account and Participant Contribution Accounts as of the date of his death. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

6.4 Termination for Other Reasons - Vested Percentage: If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than Disability or death, except as provided in Section 6.12 hereof, he shall be entitled to an amount equal to the vested percentage of his Municipality Contribution Account. Such vested percentage shall be determined as of the date of termination in accordance with the election of the Employer in the Joinder Agreement.

6.5 Initial Distribution Date: The date of initial distribution ("Initial Distribution Date") of a Participant whose employment is terminated and provided that the Participant requests a distribution, shall be as soon as practicable following his termination of employment and he shall be entitled to the vested percentage of his Accounts on such Initial Distribution Date payable in accordance with the provisions of Section 6.10. The portion of the Employer's contribution, the Amounts Forfeited or the periodic adjustment which is allocated to a Participant terminated for the reasons specified in Section 6.4 after such Initial Distribution Date shall be payable in accordance with the method utilized under Section 6.10 as soon as practicable.

6.6 Determination of Amounts Forfeited: Upon a distribution pursuant to Section 6.4 or if the Participant incurs a Break in Service, the forfeited percentage of a Participant's Municipality Contribution Account, if any, shall be deducted from the Participant's Account. Such Amounts Forfeited shall become available for allocation in accordance with Item 8 of the Joinder Agreement as of the end of the calendar quarter following the Valuation Period in which the terminated Participant forfeited such amounts.

6.7 Participant Contribution Accounts: A Participant shall be fully vested in his Participant Contribution Accounts at all times. A Participant's Contribution Account balances shall be paid to him in connection with the distribution to him of the vested portion of his

Municipality Contribution Account on or after his Initial Distribution Date. Such distributions shall be made in accordance with Section 6.10 and Section 6.8.

6.8 Withdrawals from Participant's Contribution Accounts: In accordance with the provisions hereof, a Participant may withdraw all or any part of his Participant Contribution accounts by filing a written application with the Administrator. Such withdrawal shall be effective no sooner than thirty (30) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). A Participant who withdraws all or part of his Participant Contribution Account balances shall not forfeit his proportionate share of net income, gains and profits, if any, for the Valuation Periods previously allocated to his Participant Contribution Accounts, nor any portion of his Municipality Contribution Account but the Participant's Contribution Accounts shall not share (to the extent of any withdrawals) in any net income for the Valuation Period in which the withdrawal occurs. For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

(a) Participant Deductible Contribution Account: If allowed in the Joinder Agreement, a Participant may withdraw all or any part of his Participant Deductible Contribution Account (but not to exceed the amount in his Participant Deductible Contribution Account at the time of withdrawal) by filing a written application with the Plan Administrator. Such withdrawal may be made no more often than once a year. If at the time of the withdrawal the Participant has not attained age 59½ or is not disabled, the Participant will be subject to a federal income tax penalty unless such withdrawal is rolled over to a qualified plan or individual retirement account within sixty (60) days of the date of distribution.

(b) Participant Nondeductible Contribution Account: A Participant may withdraw all or any part of his Participant Nondeductible Contribution Account by filing a written application with the Plan Administrator.

(c) Participant Deferred Compensation Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Deferred Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or severance from employment. The above distribution requirements shall be strictly interpreted by the Plan Administrator to conform with the requirements of Section 401(k) of the Code and future amendments or Internal Revenue Service interpretations thereof. If a Participant is allowed to withdraw from his Participant Deferred Compensation Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A). If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.

(d) Pick-up Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Pick-Up Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or separation from service. If a Participant is allowed to withdraw from his Pick-Up Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply.

6.9 Withdrawals from Participant's Mandatory Contribution Account: A Participant may not withdraw any portion of his Participant Mandatory Contribution Account prior to the termination of his employment. Such account balances will be paid at the same time and in the same manner as such Participant's Municipality Contribution Account.

6.10 Methods of Distribution: On and after each Participant's Initial Distribution Date, after all adjustments to his Accounts required as of such date shall have been made, distribution of his share shall be made to or for the benefit of the Participant or, in case of his death, to or for the benefit of his Beneficiary, by one of the following methods, as determined by the Committee:

(a) a lump sum distribution;

(b) an installment distribution consisting of approximately equal installments for a term not exceeding ten (10) years;

(c) an installment distribution consisting of approximately equal installments for a term not extending beyond the joint life expectancy (as calculated in accordance with Income Tax Regulation section 1.72-9) on the Initial Distribution Date of the Participant and his spouse;

(d) periodic distributions as designated by the Participant or Beneficiary; or

(e) purchase of an annuity.

Commencement of payments under the method of distribution selected shall be as of the initial Distribution Date of the Participant, provided that for administrative convenience, such commencement may be delayed as reasonably necessary but in no event for more than sixty (60) days after a reasonable time for all administrative calculations, allocations and accounting operations necessary to determine the amount of the distribution. The Committee, in its sole discretion, may accelerate the payment of any unpaid installments. If a former Participant receiving installment payments dies prior to the receipt by him of the full amount to be paid to him from his Participant Accounts, the remaining installments shall be paid to his Beneficiary. Under no circumstance may a method of payment be elected that would be expected to cause more than fifty percent (50%) of the present value of any series of payments to go to a person other than the Participant.

6.11 Designation of Beneficiary: Each Participant shall designate his Beneficiary on a form provided by the Committee and such designation may include primary and contingent Beneficiaries. If Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation. The designation may be changed at any time by filing a new form with the Committee. In the absence of such written designation, the surviving spouse, if any, of the Participant shall be deemed to be the designated Beneficiary, and otherwise the estate of such Participant. Further, the written designation of the Participant's

spouse may be voided upon divorce of the Participant if required by applicable state law. In all events, the date of determination of a Participant's Beneficiary shall be the date of death of a Participant. Production of a certified copy of the death certificate of any Participant or other persons shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon.

6.12 Loss of Benefits for Cause: [Reserved]

6.13 Payments Under a Qualified Domestic Relations Order:

(a) The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;

3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

4) each plan to which such order applies.

(f) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;

2) does not require the Plan to provide increased benefits; and,

3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(g) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date or withdrawal of the related member.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

(k) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

6.14 Loans to Participants:

(a) General: The Committee, in its sole discretion, may direct Trustees to make loans to Participants upon the written direction and application of the Participant who desires to effect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or $50,000, (iv) shall bear a reasonable rate of interest which will be established by the

Committee, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and interest made not less frequently than monthly over the term of the loan, (vii) shall be repaid by payroll reduction while the Participant is employed; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than $1,000 in amount each; and (x) shall be made upon such other reasonable terms which the Committee shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years. There shall not be more than one loan outstanding at any time with respect to a Participant. No Participant who has borrowed from the Plan may make another loan until the previous loan has been fully repaid. Outstanding loans are not subject to refinancing by a new loan. Upon direction by the Committee, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed $50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant.

(b) Establishment of Loan Account: At such time as it is determined that a Participant is to receive a loan from the Plan, the loan shall be made from the Participant's applicable Account in the order and precedence indicated hereafter and such amount shall be deemed to be credited to the Participant's Loan Account with a corresponding debit to occur to his Account: (i) first, an Account holding Employer contributions, including "rollover contributions" (other than Deferred Compensation Contributions, if applicable); (ii) second, an Account holding Deferred Compensation Contributions, if applicable; and (iii) third, an Account holding contributions picked up and assumed by the Employer pursuant to Section 4.7 of this Plan. All interest payments to be made pursuant to the terms and provisions of the loan shall be credited to the applicable Account in such a manner so that the Loan Account will reflect unpaid principal and interest from time to time. The earnings attributable to the Loan Account shall be allocable only to the Loan Account of such Participant and shall not be considered as general earnings of the Trust Fund to be allocated to the other Participants therein as provided herein. Other than for the limited purposes of establishing a separate account for the allocation of the interest thereto, a Participant's Loan Account shall, for all other purposes, be considered as part of his applicable Account.

(c) Foreclosure of Loan Account: The Trustees may foreclose upon such Participant's interest in his Account in the event of default under the loan made to the Participant under this Section.

(d) Special Restrictions on Foreclosure: In the event of default under a loan made under this Section, foreclosure under the promissory note evidencing such loan and attachment of the Participant's interest in his applicable Accounts shall occur within a reasonable time following the event of default; provided, with respect to any portion of a loan secured by amounts governed under Section 401(k) of the Code, if applicable, foreclosure on such 401(k) amounts shall not occur until the occurrence of an event described under Section 401(k) of the Code which would otherwise permit a distribution to be made from the Plan.

(e) Establishment of Loan Program: The Trustees are hereby authorized and directed to establish a "loan program" (the "Loan Program") and the Trustees are further authorized to delegate to the Committee the duties and responsibilities with regard to the implementation of the Loan Program as adopted by the Trustees for and on behalf of the Plan. The Loan Program shall be considered to be a part of this Plan for the purposes stated in the Loan Program.

(f) Loan Account: The words "Loan Account" shall mean a Participant's separate Account established in the event he desires to make a loan from his applicable Account as provided in this Section 6.14.

6.15 Required Minimum Distributions: The provisions of this Section 6.15 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year, as well as Required Minimum Distributions for the 2002 Distribution Calendar Years that are made on or after August 1, 2002. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Limits on Distribution Periods: As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof): (1) the life of the participant; (2) the life of the participant and a designated beneficiary; (3) a period certain not extending beyond the life expectancy of the participant; or (4) a period certain not extending beyond the joint and last survivor expectancy of the participant and a designated beneficiary.

(b) Time and Manner of Distribution:

(i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. For purposes of this Section, the "Required Beginning Date" of a Participant is the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (ii), other than Subsection (ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime:

(i) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9,

Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death:

(i) Death On or After Date Distributions Begin.

(1) **Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) **No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(1) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (i).

(2) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.15(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions:

(i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 6.11 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) Distribution Calendar Year. A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) Life Expectancy. Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury regulations.

(iv) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts

rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(f) Waiver of 2009 Required Distributions: Notwithstanding the preceding subsections of this Article, a Participant or Beneficiary who would have been required to receive Required Minimum Distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. A direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Section 401(a)(9)(H).

6.16 Withdrawals from Participant Rollover Account: A Participant may request and receive a distribution from his Participant Rollover Account at any time, even if he or she has not terminated employment, unless the rollover was from a defined benefit retirement plan sponsored by the Employer.

6.17 Forfeiture of Benefits: [Reserved]

ARTICLE VII.
Notices

7.1 Notice to Oklahoma Municipal Retirement Fund: As soon as practicable after a Participant ceases to be in the employ of the Employer, the Committee shall give written notice to the Oklahoma Municipal Retirement Fund. The notice shall include such of the following information and directions as are necessary or advisable under circumstances:

(a) name and address of the Participant;

(b) reason he ceased to be in the Employer's employ;

(c) name and address of the Beneficiary or Beneficiaries in case of Participant's death;

(d) percentage or amount to which such Participant is entitled in case of termination of employment;

(e) time, manner and amount of payments to be made to such Participant; and

(f) information required to complete the Trustee's Withholding Election Form.

As soon as practicable after the Committee learns of the death of a Participant, it shall give like notice to the Oklahoma Municipal Retirement Fund.

7.2 Subsequent Notices: At any time and from time to time after giving the notice as provided for in Section 7.1, the Committee may modify such original notice or any subsequent notice by means of a further written notice or notices to the Oklahoma Municipal Retirement Fund, but any action taken or payments made by the Oklahoma Municipal Retirement Fund pursuant to a prior notice shall not be affected by a subsequent notice.

7.3 Copy of Notice: A copy of each notice provided for in Sections 7.1 and 7.2 shall be mailed by the Committee to the Participant or to each Beneficiary involved, as the case may be, but if, for any reason, such copy is not sent or received, that fact shall not affect the validity of any notice to the Oklahoma Municipal Retirement Fund nor the validity of any action taken or payment made pursuant thereto.

7.4 Reliance Upon Notice: Upon receipt of any notice as provided in this Article VII, the Oklahoma Municipal Retirement Fund shall promptly take whatever action and make whatever payments are called for therein, it being intended that the Oklahoma Municipal Retirement Fund may rely upon the information and directions in such notice absolutely and without question. However, the Oklahoma Municipal Retirement Fund may call to the attention of the Committee any error or oversight which the Oklahoma Municipal Retirement Fund believes to exist in any notice.

ARTICLE VIII.
Amendment and Termination

8.1 Termination of Plan: The Employer may at any time, effective as specified, terminate the Plan and may direct and require the Oklahoma Municipal Retirement Fund to liquidate the Fund. In the event the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated. In the event of the termination, partial termination, or complete discontinuance of contributions hereunder, the Account balances of each Participant will become nonforfeitable.

8.2 Suspension and Discontinuance of Contributions: If the governing body of the Employer decides it is impossible or inadvisable to continue to make contributions to the Plan, it shall have the power by appropriate resolution or decision to:

(a) suspend contributions to the Plan;

(b) discontinue contributions to the Plan; or

(c) terminate the Plan.

Suspension shall be a temporary cessation of contributions and shall not constitute or require a termination of the Plan. A discontinuance of contributions shall not constitute a formal termination of the Plan and shall not preclude later contributions but all Municipality Contribution Accounts not theretofore fully vested shall become fully vested in the respective Participants notwithstanding the provisions of Section 6.4. In such event, Employees who become eligible to enter the Plan subsequent to the discontinuance shall receive no benefits. After the date of a discontinuance of contributions, the Trust shall remain in existence as provided in this Section 8.2 and the provisions of the Plan and Trust shall remain in force. A certified copy of such decision or resolution shall be delivered to the Oklahoma Municipal Retirement Fund, and as soon as possible thereafter the Oklahoma Municipal Retirement Fund shall send or deliver to each Participant or Beneficiary concerned a copy thereof.

8.3 Liquidation of Trust Fund: Upon a complete termination or upon a partial termination of the Plan, unless the Employer's successor shall elect to continue the Plan, the Accounts of all Participants and Beneficiaries shall thereupon be and become fully vested. Upon a complete termination, the Oklahoma Municipal Retirement Fund shall convert the proportionate interest of such Participants and Beneficiaries in the Trust Fund to cash and, after deducting all charges and expenses, the Oklahoma Municipal Retirement Fund shall adjust the balances of such Accounts as provided in Section 5.5 treating the termination date as the current Valuation Date.

Thereafter, the Oklahoma Municipal Retirement Fund shall distribute as soon as administratively feasible the amount to the credit of each such Participant and Beneficiary as the Committee shall direct.

8.4 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate

Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

8.5 Authority of Volume Submitter Practitioner to Amend for Adopting Employers: The Volume Submitter Practitioner (the "Practitioner") will amend the Plan on behalf of all adopting employers, including those employers who have adopted the Plan prior to this amended and restated Plan, for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments will be applied to all employers who have adopted the Plan. An employer will not be considered to have an individually designed plan merely because the employer amends administrative provisions of the trust or custodial account document (such as provisions relating to investments and the duties of trustees), provided the amended provisions are not in conflict with any other provision of the plan and do not cause the plan to fail to qualify under Section 401(a) of the Code. For this purpose, an amendment includes modification of the language of the trust or custodial account document and the addition of overriding language.

The Practitioner will no longer have the authority to amend the plan on behalf of any adopting employer as of either: (1) the date the Internal Revenue Service requires the employer to file Form 5300 as an individually designed plan as a result of an employer amendment to the Plan to incorporate a type of plan not allowable in the Volume Submitter program, as described in Rev. Proc. 2011-49, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments. If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the adopting employer is conditioned on the Plan receiving a favorable determination letter.

The Practitioner will maintain, or have maintained on its behalf, a record of the employers that have adopted the Plan, and the Practitioner will make reasonable and diligent efforts to ensure that adopting employers have actually received and are aware of all Plan amendments and that such employers adopt new documents when necessary. This Section supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this Section.

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

(a) To Another Category with This Employer: If a Participant is employed by the Employer and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease and his Account balance shall remain in the Fund and will continue to accrue interest but he will not continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, if an Employee participates in any other plan sponsored by the Employer within the Fund, he or she will continue to accrue service under this Plan for vesting purposes only.

(b) To Another Municipality: If a Participant's employment by the Employer is terminated by virtue of his transfer to employment with another Municipality, his membership in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder, to-wit:

(i) if he is fully vested under this Plan as of the date of such employment transfer, he shall be entitled to take any distribution, full or partial, without any effect on his current vesting status; or

(ii) if he is not fully vested under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement system under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

9.2 Transfers to This Plan:

(a) From Another Category with This Employer: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his vesting credit for benefits hereunder.

(b) From Another Municipality: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his vesting credit for benefits hereunder, and he shall also be subject to all the other provisions of this Plan. A Participant's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date which his credited Service from the other Municipality began was his date of employment with this Employer. Service from such prior employment will however be ignored in its entirety upon any distribution from that Municipality, full or partial, if taken prior to its full vesting.

(c) Previously Fully Vested With Another Municipality: With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

9.3 Notice of Transfers: Immediately after any transfer of employment referred to in Sections 9.1 or 9.2, the transferred Participant shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Participant shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Trust Service Provider and the Committee.

9.4 Transfer from Other Qualified Plans: The Employer may cause to be transferred to the Oklahoma Municipal Retirement Fund all or any of the assets held in respect to any plan or trust which satisfied the applicable requirements of the Code relating to qualified plans and trusts, which is maintained by the Employer for the benefit of its Employees. Any such assets so transferred shall be accompanied by written instructions from the Employer, or the trustee or custodian or the individual holding such assets, setting forth the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and the current value of the assets attributable thereto. Upon receipt of such assets and instructions the Oklahoma Municipal Retirement Fund shall thereafter proceed in accordance with the provisions of the Fund.

9.5 Rollover Contributions: A Participant who is or was entitled to receive an eligible rollover distribution, as defined in Code Section 402(c)(4) and Treasury Regulations issued thereunder, from a qualified plan described in Section 401(a) or 403(a) of the Code (including after-tax employee contributions), an annuity contract described in Section 403(b) of the Code (including after-tax employee contributions, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account may elect to contribute all or any portion of such distribution to the Trust directly from such qualified plan, annuity contract or eligible plan, or within 60 days of receipt of such distribution to the Participant. Rollover Contributions shall only be made in the form of cash, or, if and to the extent permitted by the Employer with the consent of the Trustee, promissory notes evidencing a plan loan to the Participant; provided, however, that Rollover Contributions shall only be permitted in the form of promissory notes if the Plan otherwise provides for loans.

The Committee shall develop such procedures and require such information from Participants as it deems necessary to ensure that amounts contributed under this Section 9.5 meet the requirements for tax-deferred rollovers established by this Section 9.5 and by Code Section 402(c). No Rollover Contributions may be made to the Plan until approved by the Committee.

If a Rollover Contribution made under this Section 9.5 is later determined by the Administrator not to have met the requirements of this Section 9.5 or of the Code or Treasury regulations, then, within a reasonable time after such determination is made, the amounts then held in the Trust attributable to such Rollover Contribution shall be distributed to the Employee.

A Participant's Rollover Contributions Account shall be subject to the terms of the Plan except as otherwise provided in this Section 9.5.

Notwithstanding any other provision of this Section 9.5, the Employer may direct the Trustee not to accept Rollover contributions.

9.6 Transfer to Other Qualified Plans: The Employer, by written direction to the Oklahoma Municipal Retirement Fund, may transfer some or all of the assets held under the Fund to another plan or trust meeting the requirements of the Code relating to qualified plans and trusts. In the case of any merger or consolidation with, or transfer of assets and liabilities to, any other plan, provisions shall be made so that each Participant in the Plan on the date thereof (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately prior to the merger, consolidation or transfer (if the Plan had then terminated).

9.7 Rollover to Another Plan or IRA: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(a) Definitions: For purposes of this Section 9.7, the following definitions shall apply:

(i) "Eligible Rollover Distribution": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distributions attributable to a hardship. With respect to distributions made after December 31, 2001, for purposes of the direct rollover provisions in Section 9.7 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account of annuity described in Section 408A of the Code, or (ii) a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) "Eligible Retirement Plan": An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement

annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) "Distributee": A "Distributee" includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse or surviving Beneficiary (effective January 1, 2007) and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) "Direct Rollover": A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

9.8 Requirements for Rollover by Individuals: An Employee (whether or not a Participant under this Plan), who, as a result of a termination of another plan qualified under Section 401(a) of the Code, a termination of employment, disability or attainment of age 59½ years, has had distributed to him his entire interest in a plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the "Other Plan") may, in accordance with procedures approved by the Committee, transfer all or any part of the distribution received from the Other Plan to the Trustees under this Plan, provided the following conditions are met:

(a) the transfer occurs on or before the 60th day following his receipt of the distribution from the Other Plan, or, if such distribution had previously been deposited in an individual retirement account (as defined in Section 408 of the Code), the transfer occurs on or before the 60th day following his receipt of such distribution, plus earnings thereon from such individual retirement account;

(b) the distribution from the Other Plan qualifies as a lump sum distribution within the meaning of Subsection 402(e)(4)(A) of the Code or is a result of a termination of another plan qualified under Section 401(a) of the Code; and

(c) the amount transferred shall not exceed the distribution he received from the Other Plan, less the amount, if any, considered contributed by him in accordance with Subsection 402(e)(4)(D)(i) of the Code, plus earnings thereon during the period, if any, in which the amount was held in an individual retirement account.

9.9 Transfers From Another Qualified Plan:

(a) With respect to an Employee (whether or not a Participant under this Plan), who has an undistributed account balance in another plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the "Other Plan"), the Committee may, in its sole discretion, approve a direct transfer of such account balance from the Other Plan to the Trustees under this Plan.

(b) If the Plan receives a direct transfer (by merger or otherwise) of elective contributions (or amounts treated as elective contributions) under a plan with a Section 401(k) arrangement, the distribution restrictions of Sections 401(k)(2) and (10) of the Code continue to apply to those transferred elective contributions.

9.10 Procedures: With respect to transfers under either Section 9.8 or 9.9 herein, the Committee shall develop such procedures, and may require such information from an Employee or the fiduciaries of the Other Plan desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet requirements of this Article and the law. Upon approval by the Committee, the amount transferred shall be deposited in the Trust Fund and shall be credited to a Rollover Account established in the Employee's name. Such Account shall be 100% vested in and nonforfeitable by the Employee, shall share in increases and decreases thereon determined in accordance with the Plan, but shall not share in Employer Contributions or Forfeitures. Upon termination of employment, the total amount of Employee's Participant Rollover Account shall be distributed as part of his Benefit.

ARTICLE X.
Administration

10.1 Administration: The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, the Fund, and the Oklahoma Municipal Retirement Fund, including but not limited to, the duties set forth below in Subsection 10.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 10.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cause the ballot for the election of Trustees of the Oklahoma Municipal Retirement Fund;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) to decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(11) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise;

(12) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan; and

(13) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent, or is requested by the Administrator;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Employees or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Benefit under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules,

regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund) in matters pertaining to the Plan, the Fund and the Oklahoma Municipal Retirement Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Oklahoma Municipal Retirement Fund for management and investment;

(2) to forward any communications directed to Participants and beneficiaries by the Trustees, the Trust Service Provider or the Oklahoma Municipal Retirement Fund;

(3) to lend assistance to Participants and beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund and to forward such communications to the addressees;

(4) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and

(6) to file at the direction of the Committee a petition or nomination, and cast a ballot for election of Trustees of the Oklahoma Municipal Retirement Fund.

(c) Plan Counselor: The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

10.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and Fund, shall be required of any persons or organizations unless required by law, or

unless required by the Trust Indenture establishing The Oklahoma Municipal Retirement Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Oklahoma Municipal Retirement Fund as to its members, agents, employees, Municipal Retirement Fund, or as expenses of the Employer as to the administration of the Plan. Any agents, officials or Employees of the Employer engaged in the administration of the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

10.3 Benefit Payments: All benefits are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

10.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Employee contributions) can be forfeited pursuant to Section 5.4 herein.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited benefit unadjusted by any increases or decreases under Section 5.6 herein occurring after such forfeitures were allocated. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Fund increases, or (iii) Employer contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

10.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made, at the discretion of the Committee, (i) to a parent, spouse, relative by blood or marriage, or (ii) the legal representative of the said person. The Committee shall not be required to see to the application of any such payment, and the payee's

receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

ARTICLE XI.
General

11.1 USERRA: Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

11.2 Not Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

11.3 Payment of Fees: The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

11.4 Governing Law: The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

11.5 Counterpart Execution: This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

11.6 Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

11.7 Spendthrift Provisions: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other support of a spouse or former spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The preceding provisions shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, and does not preclude the Oklahoma Municipal

Retirement Fund from complying with a court order requiring deduction from the benefits of a Participant in pay status for alimony and support payments.

11.8 Maximum Duration: Nothing herein shall be construed to suspend the power of alienation or prevent the vesting of the interest of any person in the Plan for a longer period than the duration of the lives of the designated Beneficiaries of a particular interest therein in being at the time such designation becomes irrevocable, plus twenty-one (21) years; if any provisions shall be held to violate a rule or law against restraints on alienation or remote vesting, the Plan shall not be vitiated thereby, but the Plan, or the portion of the Plan thus affected, shall immediately be distributed to those entitled as their interest shall then appear.

11.9 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

11.10 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund. In addition, the Plan or Trustees shall be authorized to charge to a Participant's Account any direct expenses it incurs in connection with such Account, which shall include by example, and not by limitation, expenses resulting from a Participant's QDRO, bankruptcy or default on a Plan loan, and expenses incurred in attempting to locate a Participant. Trustees shall have the power under this Section in their sole discretion to determine the items and amounts thereof which should equitably and reasonably be charged to a particular Account. If such charges exceed the balance in a Participant's Accounts, the excess shall be charged to the general Trust Fund.

11.11 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan.

11.12 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 11.12, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality

Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

11.13 Written Notices: Any reference herein to written notices or documents or notices or elections in writing shall be deemed to include any method of communication acceptable to the Oklahoma Municipal Retirement Fund.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 24th day of April, 2015.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By G Wilkinson

ATTEST:

Barbara Young

(CORPORATE SEAL)

OKLAHOMA MUNICIPAL RETIREMENT FUND OFFICIAL SEAL OKLA.

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 24 day of April, 2015, personally appeared George Wilkinson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

Jo Maureen Elliott
Notary Public

My Commission Expires:
06.01.2018

My Commission No.: 06005411

(NOTARY SEAL)

NOTARY PUBLIC SEAL
JO MAUREEN ELLIOTT
Notary Public
State of Oklahoma
Commission # 06005411 Expires 06/01/18

McAlester City Council

AGENDA REPORT

Meeting Date:	June 9, 2015	**Item Number:**	21
Department:	City Manager		
Prepared By:	Peter Stasiak	**Account Code:**	
Date Prepared:	June 2, 2015	**Budgeted Amount:**	
		Exhibits:	2

Subject

Discussion on possible Sales Tax proposition to maintain and improve our streets.

Recommendation

Discussion

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

IMS Infrastructure Management Services estimated five year cost to maintain McAlester streets at their current ranking of 74 (as of 12/11/2013) is $12,765,700. Equals $2,553,140/yr. This estimate does not include any replacement of water/sewer lines below streets being worked on.

City cannot fund streets at this $2.5 million/year level unless drastic cuts are made to other services.

Even at this funding level, streets are only maintained at the current overall level – not improved to a higher level.

PROPOSAL

Go to the voters with a sales tax proposition dedicated to streets (and related infrastructure).

Extend the one quarter cent sales tax currently dedicated to schools. Extend from July 1, 2018 thru June 30, 2023
Extend the one quarter cent sales tax currently dedicated to economic development. Extend from July 1, 2018 to June 30, 2023.
For both quarter cent sales tax items, repurpose for the extension period to streets.
Add a new one half cent sales tax beginning 1/1/2016 – dedicated to streets and extending through June 30, 2023.

The new half cent would generate about $2 million per year.
The two repurposed and extended quarter cents would also generate $2 million per year.

Anticipated revenue stream

	Calendar Year								
	2016	2017	2018	2019	2020	2021	2022	2023	Total
New one half cent	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	1,000,000	15,000,000
Extended qtr cent			500,000	1,000,000	1,000,000	1,000,000	1,000,000	500,000	5,000,000
Extended qtr cent			500,000	1,000,000	1,000,000	1,000,000	1,000,000	500,000	5,000,000
Total	2,000,000	2,000,000	3,000,000	4,000,000	4,000,000	4,000,000	4,000,000	2,000,000	25,000,000

Average revenue over 7.5 years 3,333,333

Pay as you go for all projects: street construction, reconstruction, maintenance and repair. No long-term debt.

Each fiscal year, the available funds would be allocated for the highest priority needs.

Some time prior to the end of the tax (6/30/23), a future council would likely decide to ask the voters for an extension. It would be up to that future council to determine for how long and for what purpose(s).

City sales tax rates as of May 5, 2015

Alphabetical

	City	County	State	Total
Ada	4.000%	0.875%	4.500%	9.375%
Altus	3.750%	0.500%	4.500%	8.750%
Ardmore	3.750%	0.750%	4.500%	9.000%
Atoka	3.000%	2.000%	4.500%	9.500%
Bartlesville	3.000%	1.000%	4.500%	8.500%
Bethany	4.000%	0.000%	4.500%	8.500%
Bixby	3.500%	0.917%	4.500%	8.917%
Bristow	5.000%	1.000%	4.500%	10.500%
Broken Arrow	3.000%	0.917%	4.500%	8.417%
Catoosa	3.250%	1.833%	4.500%	9.583%
Chickasha	3.969%	0.500%	4.500%	8.969%
Claremore	3.000%	1.833%	4.500%	9.333%
Clinton	4.500%	1.000%	4.500%	10.000%
Collinsville	3.750%	0.917%	4.500%	9.167%
Cushing	4.000%	0.813%	4.500%	9.313%
Del City	3.500%	0.000%	4.500%	8.000%
Drumright	4.500%	0.813%	4.500%	9.813%
Duncan	3.500%	0.700%	4.500%	8.700%
Durant	4.375%	0.500%	4.500%	9.375%
Edmond	3.750%	0.000%	4.500%	8.250%
El Reno	4.000%	0.350%	4.500%	8.850%
Elk City	4.500%	0.300%	4.500%	9.300%
Enid	3.500%	0.350%	4.500%	8.350%
Eufaula	3.500%	2.000%	4.500%	10.000%
Fort Gibson	4.500%	0.650%	4.500%	9.650%
Glenpool	4.000%	0.917%	4.500%	9.417%
Grove	3.400%	1.400%	4.500%	9.300%
Guthrie	3.000%	0.750%	4.500%	8.250%
Guymon	4.000%	1.000%	4.500%	9.500%
Haileyville	3.000%	1.000%	4.500%	8.500%
Hartshorne	3.250%	1.000%	4.500%	8.750%
Henryetta	4.000%	1.250%	4.500%	9.750%
Hugo	3.500%	2.000%	4.500%	10.000%
Idabel	3.000%	1.750%	4.500%	9.250%
Jenks	3.000%	0.917%	4.500%	8.417%
Kiowa	5.000%	1.000%	4.500%	10.500%
Krebs	4.000%	1.000%	4.500%	9.500%
Lawton	4.125%	0.375%	4.500%	9.000%
McAlester	3.500%	1.000%	4.500%	9.000%
Miami	3.650%	1.350%	4.500%	9.500%
Midwest City	3.850%	0.000%	4.500%	8.350%
Moore	3.750%	0.250%	4.500%	8.500%
Muskogee	4.000%	0.650%	4.500%	9.150%
Mustang	4.000%	0.350%	4.500%	8.850%
Norman	3.500%	0.250%	4.500%	8.250%
Oklahoma City	3.875%	0.000%	4.500%	8.375%
Okmulgee	4.000%	1.250%	4.500%	9.750%
Owasso	3.500%	1.833%	4.500%	9.833%
Ponca City	3.500%	0.667%	4.500%	8.667%
Poteau	3.000%	2.000%	4.500%	9.500%
Purcell	4.000%	0.500%	4.500%	9.000%
Sallisaw	4.000%	1.417%	4.500%	9.917%
Sand Springs	3.500%	0.917%	4.500%	8.917%
Sapulpa	4.000%	1.000%	4.500%	9.500%
Savanna	5.000%	1.000%	4.500%	10.500%
Seminole	4.000%	1.250%	4.500%	9.750%
Shawnee	3.000%	1.000%	4.500%	8.500%
Skiatook	3.000%	0.917%	4.500%	8.417%
Stigler	3.000%	2.000%	4.500%	9.500%
Stillwater	3.500%	0.813%	4.500%	8.813%
Stilwell	3.500%	1.750%	4.500%	9.750%
Stroud	4.000%	1.000%	4.500%	9.500%
Tahlequah	3.250%	1.750%	4.500%	9.500%
Tulsa	3.100%	0.917%	4.500%	8.517%
Vinita	3.000%	2.000%	4.500%	9.500%
Wagoner	3.000%	1.300%	4.500%	8.800%
Weleetka	4.000%	1.250%	4.500%	9.750%
Wetumka	5.000%	0.250%	4.500%	9.750%
Wewoka	4.000%	1.250%	4.500%	9.750%
Wilburton	3.500%	1.750%	4.500%	9.750%
Woodward	4.000%	1.325%	4.500%	9.825%
Yukon	4.000%	0.350%	4.500%	8.850%

High to Low - City rate only

1	Bristow	5.000%
2	Kiowa	5.000%
3	Savanna	5.000%
4	Wetumka	5.000%
5	Clinton	4.500%
6	Drumright	4.500%
7	Elk City	4.500%
8	Fort Gibson	4.500%
9	Durant	4.375%
10	Lawton	4.125%
11	Ada	4.000%
12	Bethany	4.000%
13	Cushing	4.000%
14	El Reno	4.000%
15	Glenpool	4.000%
16	Guymon	4.000%
17	Henryetta	4.000%
18	Krebs	4.000%
19	Muskogee	4.000%
20	Mustang	4.000%
21	Okmulgee	4.000%
22	Purcell	4.000%
23	Sallisaw	4.000%
24	Sapulpa	4.000%
25	Seminole	4.000%
26	Stroud	4.000%
27	Weleetka	4.000%
28	Wewoka	4.000%
29	Woodward	4.000%
30	Yukon	4.000%
31	Chickasha	3.969%
32	Oklahoma City	3.875%
33	Midwest City	3.850%
34	Altus	3.750%
35	Ardmore	3.750%
36	Collinsville	3.750%
37	Edmond	3.750%
38	Moore	3.750%
39	Miami	3.650%
40	Bixby	3.500%
41	Del City	3.500%
42	Duncan	3.500%
43	Enid	3.500%
44	Eufaula	3.500%
45	Hugo	3.500%
46	McAlester	3.500%
47	Norman	3.500%
48	Owasso	3.500%
49	Ponca City	3.500%
50	Sand Springs	3.500%
51	Stillwater	3.500%
52	Stilwell	3.500%
53	Wilburton	3.500%
54	Grove	3.400%
55	Catoosa	3.250%
56	Hartshorne	3.250%
57	Tahlequah	3.250%
58	Tulsa	3.100%
59	Atoka	3.000%
60	Bartlesville	3.000%
61	Broken Arrow	3.000%
62	Claremore	3.000%
63	Guthrie	3.000%
64	Haileyville	3.000%
65	Idabel	3.000%
66	Jenks	3.000%
67	Poteau	3.000%
68	Shawnee	3.000%
69	Skiatook	3.000%
70	Stigler	3.000%
71	Vinita	3.000%
72	Wagoner	3.000%

High to Low - Total rate

1	Bristow	10.500%
2	Kiowa	10.500%
3	Savanna	10.500%
4	Clinton	10.000%
5	Eufaula	10.000%
6	Hugo	10.000%
7	Sallisaw	9.917%
8	Owasso	9.833%
9	Woodward	9.825%
10	Drumright	9.813%
11	Henryetta	9.750%
12	Okmulgee	9.750%
13	Seminole	9.750%
14	Stilwell	9.750%
15	Weleetka	9.750%
16	Wetumka	9.750%
17	Wewoka	9.750%
18	Wilburton	9.750%
19	Fort Gibson	9.650%
20	Catoosa	9.583%
21	Atoka	9.500%
22	Guymon	9.500%
23	Krebs	9.500%
24	Miami	9.500%
25	Poteau	9.500%
26	Sapulpa	9.500%
27	Stigler	9.500%
28	Stroud	9.500%
29	Tahlequah	9.500%
30	Vinita	9.500%
31	Glenpool	9.417%
32	Ada	9.375%
33	Durant	9.375%
34	Claremore	9.333%
35	Cushing	9.313%
36	Elk City	9.300%
37	Grove	9.300%
38	Idabel	9.250%
39	Collinsville	9.167%
40	Muskogee	9.150%
41	Ardmore	9.000%
42	Lawton	9.000%
43	McAlester	9.000%
44	Purcell	9.000%
45	Chickasha	8.969%
46	Bixby	8.917%
47	Sand Springs	8.917%
48	El Reno	8.850%
49	Mustang	8.850%
50	Yukon	8.850%
51	Stillwater	8.813%
52	Wagoner	8.800%
53	Altus	8.750%
54	Hartshorne	8.750%
55	Duncan	8.700%
56	Ponca City	8.667%
57	Tulsa	8.517%
58	Bartlesville	8.500%
59	Bethany	8.500%
60	Haileyville	8.500%
61	Moore	8.500%
62	Shawnee	8.500%
63	Broken Arrow	8.417%
64	Jenks	8.417%
65	Skiatook	8.417%
66	Oklahoma City	8.375%
67	Enid	8.350%
68	Midwest City	8.350%
69	Norman	8.250%
70	Edmond	8.250%
71	Guthrie	8.250%
72	Del City	8.000%

Council Chambers
Municipal Building
May 26, 2015

The McAlester Airport Authority met in Regular session on Tuesday, May 26, 2015, at 6:00 P.M. after proper notice and agenda was posted May 22, 2015.

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

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

- Approval of the Minutes from the May 12, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending May 19, 2015. *(Toni Ervin, Chief Financial Officer)* in the amount of $1,072.79.

- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2015 through June 30, 2016. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item N, approve and authorize the Mayor to sign a Resolution directing the filing and notification for the publication of supplement number 18 to the McAlester City code of 1972. *(Cora Middleton, City Clerk)*

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

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

Chairman Harrison declared the motion carried.

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

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

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

Chairman Steve Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 26, 2015

The McAlester Public Works Authority met in Regular session on Tuesday, May 26, 2015, at 6:00 P.M. after proper notice and agenda was posted May 22, 2015.

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

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

- Approval of the Minutes from the May 12, 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 May 19, 2015. *(Toni Ervin, Chief Financial Officer)* in the amount of $ 318,186.97.

- Confirm action taken on City Council Agenda Item D, authorization of payment to Poe and Associates, Inc. Invoice WIC 9585, in the amount of $4,907.16 for Professional Services related to CIP#4 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, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200321-ME. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item F, authorizing the Mayor to sign a Public Works Project (PPWP) Contract between the Oklahoma Department of Corrections and the City of McAlester. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2015 through June 30, 2016. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item N, approve and authorize the Mayor to sign a Resolution directing the filing and notification for the publication of supplement number 18 to the McAlester City code of 1972. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 2, authorizing the purchase of one new, and unused Model 545 Trailer Mounted High Pressure Sewer Cleaner from J&R Equipment, LLC in the amount of $46,500.00. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

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

AYE: Trustees Karr, Read, Garvin, Titsworth, Barnett & 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. Karr. There was no discussion and the vote was taken as follows:

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary