



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, June 23, 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

Ms. Betty Shelby

ROLL CALL

CEREMONY AND AWARDS

Presentation by Mr. Bill Tackette from Oklahoma Municipal Assurance Group to the McAlester Police Department for a \$10,000 Award towards the purchase of Body Cameras for the Officers.

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 Claims for June 3, 2015 through June 16, 2015. *(Toni Ervin, Chief Financial Officer)*
- B. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #6", in the amount of \$350,272.48, 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)*
- C. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #1", in the amount of \$244,253.41, for the construction of road and infrastructure improvements related to CIP#4 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)*
- D. Consider and act upon, authorization of payment to EST, Inc., Invoice # 34617, in the amount of \$ \$9,660.00, 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)*
- E. Consider and act upon, authorization of payment to Poe & Associates, Inc., Invoice # WIC 9593, in the amount of \$3,430.89, for engineering services related to CIP#4 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, receipt of the following permits from the Oklahoma Department of Environmental Quality (ODEQ) to serve the City of McAlester's CIP#4 on South Avenue: Permit No. WL 000061150411 for the construction of 90 linear feet of two (2) inch PVC potable water line, 240 linear feet of four (4) inch PVC potable water line, 1,255 linear feet of six (6) inch PVC potable water line, 2,185 linear feet of eight (8) inch PVC potable water line, 140 linear feet of twelve (12) inch PVC potable water line, and all

appurtenances; Permit No. SL000061150412 for the construction of 591 linear feet of eight (8) inch PVC sanitary sewer line, 797 linear feet of ten (10) inch PVC sanitary sewer line, 274 linear feet of twelve (12) inch PVC sanitary sewer line, and all appurtenances. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- G. Consider and act upon, authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- H. Consider and act upon, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200470-LR. *(Cora Middleton, City Clerk)*
- I. Consider and act upon, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200324-KW. *(Cora Middleton, City Clerk)*
- J. Consider and act upon, authorizing the Mayor to sign an agreement with “Feed the Need Foundation for Rural Oklahoma” (KEDDO) for funding of the City of McAlester’s Title III nutrition centers. *(Mel Priddy, Community Services Director)*
- K. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2014/2015 funding in the amount of \$42,500. *(Peter J. Stasiak, City Manager)*
- L. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2015/2016 funding in the amount of \$50,000. *(Peter J. Stasiak, City Manager)*
- M. Concur with the Mayor’s re-appointment of Ms. Susan Kanard, 3501 S. Peaceable Road, McAlester, Ok 74501, to the McAlester Regional Board of Trustees, for a term to end February 28, 2021. *(Steve Harrison, Mayor)*
- N. Consider and act upon, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

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.

SCHEDULED BUSINESS

1. Consider and act upon, authorizing the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to authorize the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014.

2. Consider and act upon, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from "Chemicals" to "Repair & Maintenance" , in accordance with the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority dated April 22, 2014. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Consider and act upon, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from Line No. 2 "Chemicals" to Line No. 3 "Repair & Maintenance" as shown in the attached Fee Schedule.

3. Consider and act upon, a resolution amending the City’s Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016. *(Toni Ervin, CFO, Peter Stasiak, City Manager)*

Executive Summary

Staff recommends motion to approve resolution amending the City’s Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016.

NEW BUSINESS

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

CITY MANAGER’S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 9, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item A, regarding claims ending June 16, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item N, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 3, a resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016. *(Toni Ervin, CFO, Peter Stasiak, City Manager)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 9, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item A, regarding claims ending June 16, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item B, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #6", in the amount of \$350,272.48, 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 C, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #1", in the amount of \$244,253.41, for the construction of road and infrastructure improvements related to CIP#4 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 D, authorization of payment to EST, Inc., Invoice # 34617, in the amount of \$ \$9,660.00, 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 E, authorization of payment to Poe & Associates, Inc., Invoice # WIC 9593, in the amount of \$3,430.89, for engineering services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item F, receipt of the following permits from the Oklahoma Department of Environmental Quality (ODEQ) to serve the City of McAlester's CIP#4 on South Avenue: Permit No. WL 000061150411 for the construction of 90 linear feet of two (2) inch PVC potable water line, 240 linear feet of four (4) inch PVC potable water line, 1,255 linear feet of six (6) inch PVC potable water line, 2,185 linear feet of eight (8) inch PVC potable water line, 140 linear feet of twelve (12) inch PVC potable water line, and all appurtenances; Permit No. SL000061150412 for the construction of 591 linear feet of eight (8) inch PVC sanitary sewer line, 797 linear feet of ten (10) inch PVC sanitary sewer line, 274 linear feet of twelve (12) inch PVC sanitary sewer line, and all appurtenances. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item H, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200470-LR. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item I, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 200324-KW. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2014/2015 funding in the amount of \$42,500. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2015/2016 funding in the amount of \$50,000. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item N, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 1, authorizing the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from "Chemicals" to "Repair & Maintenance" in accordance with the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority dated April 22, 2014. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, a resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016. *(Toni Ervin, CFO, Peter Stasiak, City Manager)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the Tuesday, May 26, 2015 Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of June, 2015. *(Toni Ervin, CFO)*

ADJOURN MRTA

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

RECONVENE INTO OPEN SESSION

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

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

CLAIMS FROM

**June 3, 2015
Thru
June 16, 2015**

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	RANDY NORMAN	I-201506167500	01 -5544202	OPERATING SUP RANDY NORMAN: REIMB OFFICE EXP	074169	60.05
	GEORGE ESTRADA	I-201506167501	01 -5652331	EMPLOYEE TRAV GEORGE ESTRADA: TRAVEL EXP	074169	112.00
	KEVIN HEAROD	I-201506167503	01 -5321331	EMPLOYEE TRAV KEVIN HEAROD: TRAVEL EXP	074171	454.74
01-A00048	AMY YARGEE dba A.C. LAW					
		I-Y1-2015	01 -5652318	ABATEMENTS CONTRACT MOWING	074172	640.00
01-A00200	ADAM TRUE VALUE & AG SU					
		I-266723	01 -5431203	REPAIRS & MAI TOW CHAINS	074173	240.00
		I-267415	01 -5544206	CHEMICALS CHEMICALS FOR BALL FIELDS	074173	300.00
01-A00267	AIRGAS, INC					
		I-9039771786	01 -5543202	OPERATING SUP MONTHLY BOTTLE FEE	074175	172.12
		I-9039866004	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	074175	125.33
		I-9039866195	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	074175	27.20
		I-9039935859	01 -5432202	OPERATING SUP EMS SUPPLIES & OXYGEN	074175	250.00
		I-9039935859	01 -5432203	REPAIR & MAIN EMS SUPPLIES & OXYGEN	074175	300.65
		I-9927505524	01 -5542202	OPERATING SUP MONTHLY BOTTLE FEE	074175	28.52
		I-9927505524	01 -5543202	OPERATING SUP MONTHLY BOTTLE FEE	074175	85.02
01-A00362	VYVE BROADBAND					
		I-201506047477	01 -5431328	INTERNET SERV INTERNET SVS-FIRE EMER RESP	074122	62.95
		I-201506047477	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CTR	074122	75.21
		I-201506047477	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	074122	98.56
		I-201506097486	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	074144	75.95
		I-201506097486	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	074144	75.95
		I-201506097486	01 -5865328	INTERNET SERV INTERNET SVS-STREET T/C	074144	75.95
01-A00424	ALJSTATE ELECTRIC MOTOR					
		I-20011	01 -5543316	REPAIRS & MAI REPAIRS TO POOL PUMPS	074178	281.40
01-A00540	AMERICAN RED CROSS					
		I-10376753	01 -5543202	OPERATING SUP LIFEGUARD TRAINING FEE	074179	108.00
01-A00751	ATWOODS					
		I-2619/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074181	113.70
01-A00776	AVG TECHNOLOGIES USA, I					
		I-1512004373	01 -5225330	DUES & SUBSCR ANTIVIRUS RENEWAL	074183	2,229.99
01-B00180	UNION IRON WORKS, INC.					
		I-S1862931.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074186	143.77
		I-S1863831.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074186	120.63
01-C00190	CLEET					
		I-201506097487	01 -2100	CLEET PAYABLE CLEET FEES COLLECTED-MAY 2015	074145	5,816.95
01-C00320	CENTERPOINT ENERGY ARKL					

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	continued				
		I-201506047475	01 -5215314	GAS UTILITY GAS EXP-FIRE EMER RESP COM	074125	90.39
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-1600 E COLLEGE AVE C	074146	36.76
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-STIPE CTR	074146	166.18
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-LIBRARY	074146	53.30
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-OAKHILL CEMETERY	074146	28.55
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-CITY HALL	074146	101.92
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #3	074146	28.55
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-CEMETERY	074146	125.27
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #2	074146	35.79
		I-201506097488	01 -5215314	GAS UTILITY GAS EXP-MAINT SHOP	074146	113.01
01-C00646	COMPTON ELECTRIC COMPAN					
		I-13080	01 -5544308	CONTRACT LABO ELECTRICAL REPAIRS	074191	300.00
		I-13084	01 -5544308	CONTRACT LABO ELECTRICAL REPAIRS	074191	613.25
01-D00097	DASH MEDICAL GLOVES, IN					
		I-INV0931902	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	074193	307.60
01-D00730	DUB ROSS CO.					
		I-0092153-IN	01 -5865218	STREET REPAIR E CENTRAL AVE STORM DRAIN	074208	744.00
01-E00279	EST, INC.					
		I-34492	01 -5865218	STREET REPAIR SOIL TESTING FEE	074210	1,109.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201506167507	01 -5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONTROL	074213	303.20
		I-201506167507	01 -5321212	FUEL EXPENSE FUEL EXP-POLICE	074213	7,659.73
		I-201506167507	01 -5431212	FUEL EXPENSE FUEL EXP-FIRE	074213	979.42
		I-201506167507	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	074213	1,387.90
		I-201506167507	01 -5548212	FUEL EXPENSE FUEL EXP-FAC MAINT	074213	244.23
		I-201506167507	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	074213	2,115.79
		I-201506167507	01 -5544212	FUEL EXPENSE FUEL EXP-RECREATION	074213	122.77
		I-201506167507	01 -5652212	FUEL EXPENSE FUEL EXP-CODES	074213	162.27
		I-201506167507	01 -5225212	FUEL EXPENSE FUEL EXP-IT	074213	86.04
		I-201506167507	01 -5653212	FUEL EXPENSE FUEL EXP-HR	074213	71.66
		I-201506167507	01 -5547212	FUEL EXPENSE FUEL EXP-CEMETERY	074213	192.34
		I-201506167507	01 -5432212	FUEL EXPENSE FUEL EXP-EMS	074213	1,044.73
01-F00020	FAITH MARKETING Solutio					
		I-0014007593	01 -5431329	PROMOTIONAL FIRE PROMOTION SUPPLIES	074215	628.26
		I-0014007594	01 -5431329	PROMOTIONAL FIRE PROMOTION SUPPLIES	074215	187.53
01-G00133	GALVEZ CONSTRUCTION					
		I-411114	01 -5544316	REPAIRS & MAI SHEETROCK REPAIRS @ SBC	074218	1,300.00
01-G00260	GEORGE HALIBURTON					
		I-H1-2015	01 -5652318	ABATEMENTS CONTRACT MOWING	074219	140.00

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00490 GRISSOM IMPLEMENT INC	I-485867	01 -5431203	REPAIRS & MAI MISC SUPPLIES FOR FIRE	074221	50.00
01-H00290 HUMPHREY PLUMBING, INC.	I-0168	01 -5544316	REPAIRS & MAI HVAC REPAIRS-FLOOD DAMAGE	074223	366.50
01-I00061 RICOH USA, INC.	I-5036184466	01 -5321308	CONTRACTED SE POLICE COPIER MAINT FEE	074224	72.50
01-I00099 IKON OFFICE SOLUTIONS	I-27009041	01 -5321308	CONTRACTED SE POLICE COPIER LEASE	074225	568.00
01-I00110 IMPRESS OFFICE SUPPLY	I-037583	01 -5215202	OPERATING SUP OFFICE SUPPLIES	074226	13.50
	I-037599	01 -5215202	OPERATING SUP OFFICE SUPPLIES	074226	21.60
	I-037612	01 -5215202	OPERATING SUP OFFICE SUPPLIES	074226	5.00
01-I00115 INTERMEDIX TECHNOLOGIES	I-INVTECH5733	01 -5432308	CONTRACTED SE EMS BILLING SVS-MAY 2015	074227	3,437.62
01-J00110 JACKIE BRANNON CORR. CT	I-20150236	01 -5542308	CONTRACTED SE INMATE FEE	074229	174.49
01-J00121 JAMESCO ENTERPRISES, LL	I-9504	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	074230	1,119.94
01-J00340 JIM WOOD REFRIGERATION	I-15-17115	01 -5548316	REPAIRS & MAI REPAIR A/C - POLICE DEPT	074232	275.63
01-L00067 COMPLIANCE RESOURCE GRO	I-043475	01 -5653348	DRUG TESTING/ RANDOM DRUG TEST FEE	074235	50.00
	I-043524	01 -5653348	DRUG TESTING/ RANDOM DRUG TEST FEE	074235	50.00
01-L00380 LOCKE SUPPLY CO.	C-15114373-99	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	9.97-
	C-UNAPPLIED CASH	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	3.92-
	I-25912784-00	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	55.05
	I-25918172-00	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	18.15
	I-25930156-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	22.42
	I-25943798-00	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	19.88
	I-25970798-00	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	40.85
	I-26006333-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074236	28.17
01-L00428 LOWE'S CREDIT SERVICES	I-902542	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	074237	26.47
	I-902553	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	074237	121.60
	I-909115	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074237	126.20
	I-914299	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074237	85.32

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SFT: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00089	MARK EMMONS PHOTOGRAPHY	I-14-02231	01 -5321202	OPERATING SUP FRAME FOR GROUP PHOTO	074238	65.00
01-M00280	MEGAPATH	I-201506047474	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	074127	417.38
01-M00470	MILLER BROTHERS ENTERPR	I-39992-06	01 -5548316	REPAIRS & MAI GARAGE DOOR REPAIRS	074240	42.00
01-M00487	MILLER OFFICE EQUIPMENT	I-MCA369255	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS-OVERAG	074241	796.02
01-M00570	MOORE MEDICAL CORP.	I-986472391	01 -5432204	SMALL TOOLS EMS MEDICAL SUPPLIES	074242	66.76
		I-98665390I	01 -5432204	SMALL TOOLS EMS MEDICAL SUPPLIES	074242	352.54
		I-986746241	01 -5432204	SMALL TOOLS EMS MEDICAL SUPPLIES	074242	634.25
01-MC0095	RICK MCFADDEN	I-002717	01 -5543316	REPAIRS & MAI FENCE REPAIR @ JEFF LEE	074248	200.00
01-MC0140	MCALESTER PAINT & SUPPL	I-00105880	01 -5543206	CHEMICALS CHEMICALS FOR POOLS	074249	3,485.78
		I-00106031	01 -5543203	REPAIRS & MAI ROPES FOR JEFF LEE POOLS	074249	419.05
		I-00106091	01 -5543316	REPAIRS & MAI REPAIRS @ JEFF LEE POOL	074249	325.00
		I-00106174	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074249	167.00
		I-00106547	01 -5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074249	189.40
01-MC0146	PITTSBURG COUNTY EMERGE	I-2014-2015 SVS	01 -5101353	PITTSBURG EME YRLY EMER MGMT SVS FEE	074250	42,500.00
01-MC0169	MCALESTER REGIONAL HOSP	I-CITY OF MC 5/31/15	01 -5653348	DRUG TESTING/ PHYSICAL CAPACITY TEST	074251	327.00
		I-CITYLAB 5/31/2015	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	074252	606.00
01-MC0200	MCALESTER SCOTTISH RITE	I-700600	01 -5548311	PARKING RENTA PARKING LOT RENTAL-6/15	074253	375.00
01-N00181	NAT'L OCCUPATIONAL HEAL	I-1013631	01 -5431305	PHYSICALS ANNUAL HAZMAT PHYSICALS	074254	8,500.00
01-N00250	MCALESTER NEWS CAPITAL	I-17254-2015	01 -5432330	DUES & SUBSCR SUBSCRIPTION RENEWAL	074255	119.58
		I-200	01 -5653317	ADVERTISING & PUBLICATION FEE-MISC JOBS	074255	276.17
01-000219	OKLA BUREAU OF NARCOTIC	I-201506097490	01 -2103	OBN PAYABLE (DRUG EDUCATION FEES-MAY 2015	074148	50.00
01-000414	OKLA TAX COMMISSION-AUT	I-14-02282	01 -5544202	OPERATING SUP TAG FOR BRUSH CHIPPER	074264	26.50

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000595	OSBI					
		I-201506097491	01 -2101	AFIS PAYABLE AFIS FEES-MAY 2015	074149	3,208.53
		I-201506097491	01 -2102	FORENSICS PAY FORENSIC FEES-MAY 2015	074149	3,097.66
		I-201506097491	01 -2106	OSBI-LAB FEE LAB FEES-MAY 2015	074149	27.27
01-P00337	PITTS COUNTY CRIMINAL J					
		I-201506167511	01 -521335	COUNTY INCARC INCARCERATION FEES-MAY 2015	074269	8,668.00
01-P00420	POSTMASTER					
		I-2015-BOX 388	01 -5321202	OPERATING SUP YRLY PO BOX RENT-388	074270	88.00
01-P00451	PURCHASE POWER / PITNEY					
		I-1389093-JU15	01 -5215317	POSTAGE POSTAGE FOR POSTAGE MACH	074272	770.99
01-P00510	PRO-KIL, INC					
		I-154684	01 -5542308	CONTRACTED SE PEST CONTROL	074273	68.00
		I-154685	01 -5544308	CONTRACT LABO PEST CONTROL-SBC	074273	106.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201506047476	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1016 S SOUTH	074128	173.40
		I-201506047476	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-301 W JEFFERSON	074128	42.72
		I-201506047476	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1699 E CARL ALBER	074128	24.02
		I-201506097492	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1099 E WYANDOTTE	074151	33.24
		I-201506097492	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-417 E CHADICK	074151	42.72
		I-201506097492	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-STREET LIGHTS	074151	12,002.98
		I-201506097493	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-RECYCLE CTR	074151	53.77
		I-201506097493	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-LIBRARY	074151	2,315.50
		I-201506097493	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-GENERAL	074151	9,764.34
01-R00521	ROTARY CLUB					
		I-126287	01 -5215323	DAMAGES REIMB. TRAILER REPAIRS	074276	61.90
01-S00190	SECURITY SYS. & ENG. IN					
		I-30195	01 -5548316	REPAIRS & MAI ALARM MONITORING SVS	074277	60.00
		I-30196	01 -5544308	CONTRACT LABO QTRLY ALARM FEES-SBC	074277	60.00
01-S00726	STAPLES ADVANTAGE					
		I-03708	01 -5431202	OPERATING SUP OFFICE SUPPLIES	074282	49.80
		I-3266320925	01 -5320202	OPERATING EXP CHAIRS FOR CID	074282	824.95
		I-3266320926	01 -5225202	OPERATING SUP MISC COMPUTER SUPPLIES	074282	127.19
		I-3266320927	01 -5225202	OPERATING SUP MISC COMPUTER SUPPLIES	074282	98.18
		I-3266842704	01 -5320202	OPERATING EXP CHAIRS FOR CID	074282	494.97
		I-3266842705	01 -5653215	AWARDS/WUC PR OFFICE SUPPLIES	074282	26.97
01-S00956	SWANK MOTION PICTURES,					
		I-2058005	01 -5215202	OPERATING SUP MOVIE RENTAL FEES	074283	351.00
01-T00320	THYSSENKRUPP ELEVATOR C					
		I-60000137565	01 -5548317	ELEVATOR REPA ELEVATOR INSP FEE	074285	525.00

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00320	THYSSENKRUPP ELEVATOR C				continued		
		I-6000137563	01	-5548317	ELEVATOR REPA ELEVATOR INSP FEE	074285	525.00
		I-6000137570	01	-5548317	ELEVATOR REPA ELEVATOR INSP FEE	074285	525.00
01-T00499	TRACTOR SUPPLY COMPANY						
		I-230338	01	-5542203	REPAIRS & MAI GRASS RAKE-PULL BEHIND	074286	49.99
		I-230338	01	-5542204	SMALL TOOLS GRASS RAKE-PULL, BEHIND	074286	250.00
01-T00510	TRAFFIC SIGNALS, INC.						
		I-13830	01	-5865203	REPAIR & MAIN PARTS FOR TRAFFIC SIGNALS	074287	6,108.00
		I-13831	01	-5865203	REPAIR & MAIN PARTS FOR TRAFFIC SIGNALS	074287	1,740.00
01-T00598	TULSA ASPHALT LLC						
		I-15061	01	-5865216	STREET REPAIR ASPHALT FOR EASY STREET	074288	5,305.30
01-T00630	TWIN CITIES READY MIX,						
		I-109942	01	-5865218	STREET REPAIR CONCRETE FOR ST. REPAIRS	074290	1,032.00
01-U00070	UNITED STATES CELLULAR						
		I-0086818919	01	-5544328	INTERNET SERV SEC MONTHLY INTERNET CHG-6/15	074131	52.07
01-V00065	VDO COMMUNICATIONS LLC						
		I-026512	01	-5324702	OPERATING SUP 4 HEADSETS PO 911	074294	249.54
01-V00116	VIRGINIA G WEBB						
		I-2015-002	01	-5210480	CONTINGENCY COMMUNICATION SERVICES	074295	800.00
01-V00150	VULCAN SIGN						
		I-272644	01	-5865203	REPAIR & MAIN SUPPLIES FOR TRAFFIC CONT	074296	2,604.64
		I-272645	01	-5865203	REPAIR & MAIN SUPPLIES FOR TRAFFIC CONT	074296	3,127.20
		I-273015	01	-5865203	REPAIR & MAIN SUPPLIES FOR TRAFFIC CONT	074296	2,822.20
01-W00040	WALMART COMMUNITY BRC						
		I-001909	01	-5210202	OPERATING SUP BREAKROOM SUPPLIES	074297	53.71
		I-003777	01	-5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074297	31.94
		I-02490	01	-5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074297	86.70
		I-03699	01	-5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074297	47.81
		I-05915	01	-5547204	SMALL TOOLS VACUUM FOR OFFICE AREA	074297	128.88
		I-08234	01	-5431202	OPERATING SUP SUPPLIES FOR FIRE DEPT.	074297	29.97
		I-09475	01	-5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074297	42.00
		I-09903	01	-5543316	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074297	126.07
01-W00195	WELDON PARTS INC.						
		I-1486547-00	01	-5431203	REPAIRS & MAI SMALL VEHICLE PARTS	074299	128.47
01-W00270	WHITE ELECTRICAL SUPPLY						
		C-S1798316.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074301	396.00-
		C-S1907997.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	074301	166.34-
		I-S1889952.001	01	-5542203	REPAIRS & MAI LIGHT FIXTURES FOR GYM	074301	1,620.00

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VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00270 WHITE ELECTRICAL SUPPLY continued						
		I-S1898417.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	169.92
		I-S1905748.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	124.51
		I-S1905829.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	72.40
		I-S1905841.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	52.14
		I-S1906894.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	245.10
		I-S1908405.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	168.65
		I-S1908538.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	51.46
		I-S1909343.001	01 -5548203	REPAIRS * MAI MISC REPAIR * MAINT ITEMS	074301	56.16
			FUND 01 GENERAL FUND	TOTAL:		170,262.10

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	SHERRI SWIFT	I-201506167502	02 -5216202	OPERATING SUP SHERRI SWIFT: UTIL OFFICE EXP	074170	61.97
01-A00267	AIRGAS, INC					
		I-9927505525	02 -5973203	REPAIRS & MAJ MONTHLY BOTTLE RENTAL	074175	102.50
01-A00362	VYVE BROADBAND					
		I-201506047477	02 -5973320	INTERNET SERV INTERNET SVS-WWTP	074122	69.56
01-A00423	ALLIED WASTE SERVICES O					
		I-375-000360483	02 -5066306	CONTRACTED RE WASTE SVS FEES-MAY 2015	074177	157,973.28
01-A00582	AT&T					
		I-201506047400	02 -5267315	TELEPHONE UTI INTRERNET SVS-CITY HALL	074124	1,414.50
01-A00751	ATWOODS					
		I-2601/9	02 -5216202	OPERATING SUP METER READING SUPPLIES	074181	62.47
		I-2643/9	02 -5216202	OPERATING SUP METER READING SUPPLIES	074181	44.97
01-B00107	BARKER & ASSOCIATES, IN					
		I-1298	02 -5871302	CONSULTANTS CONSULTANT FEE-ST PJT	074184	8,909.95
01-B00180	UNION IRON WORKS, INC.					
		I-S1861907.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	074186	171.59
		I-S1862809.001	02 -5973203	REPAIRS & MAJ LIFT STATION SUPPLIES	074186	126.33
		I-S1862999.001	02 -5973401	CAPITAL OUTLA PIPE FOR KATY LIFT STATIO	074186	329.10
		I-S1863686.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	074186	56.18
		I-S1863756.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	074186	31.25
01-C00271	CRSA					
		I-201506167504	02 -2512	CBSA COLLECTI UB&C COLLECTION FEES-MAY 2015	074190	126.78
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201506047475	02 -5267314	GAS UTILITY GAS EXP-WWTP	074125	23.24
		I-201506047475	02 -5267314	GAS UTILITY GAS EXP-CENTRAL GARRAGE	074125	52.21
		I-201506097488	02 -5267314	GAS UTILITY GAS EXP-301 E POLK	074146	95.29
01-D00140	DATAMATIC, INC.					
		I-IN00000067	02 -5216202	OPERATING SUP HANDHELD READER BATTERIES	074194	218.00
01-DD0158	DAVID T HARDBRAVE					
		I-4-1504	02 -5973302	CONSULTANTS (MONTHLY PRE-TREATMENT FEE	074195	1,098.08
01-D00322	DEPT. OF ENVIR, QUALITY					
		I-55280282	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074196	92.00
		I-55281278	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074197	92.00
		I-55282375	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074198	138.00
		I-55283050	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074199	92.00
		I-55283625	02 -5975329	DEQ FEES WTR LICENSE RENEWAL FEES	074200	92.00

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00322	DEPT. OF ENVIR. QUALITY		continued			
		I-55284211	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074201	92.00
		I-55284629	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074202	46.00
		I-55285590	02 -5975329	DEQ FEES WTR LICENSE RENEWAL FEES	074203	46.00
		I-55285984	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074204	194.00
		I-55287098	02 -5973329	DEQ FEES WTR LICENSE RENEWAL FEES	074205	46.00
		I-55287831	02 -5975329	DEQ FEES WTR LICENSE RENEWAL FEES	074206	46.00
		I-55287832	02 -5975329	DEQ FEES WTR LICENSE RENEWAL FEES	074207	46.00
01-E00024	STANLEY RAY OWENS DBA E					
		I-2272	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL	074209	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201506167508	02 -5216212	FUEL EXPENSE FUEL EXP-UB&C	074214	457.29
		I-201506167508	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	074214	426.58
		I-201506167508	02 -5871212	FUEL EXPENSE FUEL EXP-ENGINEERING	074214	128.83
		I-201506167508	02 -5973212	FUEL EXPENSE FUEL EXP-WWTP	074214	636.39
		I-201506167508	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	074214	1,438.82
01-F00037	PASTENAL					
		I-OKMCA133980	02 -5973203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	074216	35.89
01-F00222	FLOODSERV INC					
		I-11864	02 -5216202	OPERATING SUP CARPET CLEANING	074217	250.00
01-F00251	FORT COBB FUEL AUTHORITY					
		I-201506097489	02 -5267314	GAS UTILITY GAS EXP-HEREFORD LN	074147	53.15
01-J00121	JAMESCO ENTERPRISES, LL					
		I-10947	02 -5267202	OPERATING SUP JANITORIAL SUPPLIES	074230	357.11
01-L00428	LOWE'S CREDIT SERVICES					
		I-02606	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	074237	180.32
		I-02610	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	074237	31.99
		I-05907	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	074237	12.32
		I-14736	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	074237	85.00
		I-902027	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	074237	73.71
		I-906169	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	074237	35.11
01-M00304	MESHEK & ASSOC., PLC					
		I-2977	02 -5871302	CONSULTANTS CONSULTANT FEE-STM WTR	074239	740.00
01-M00610	MOTION INDUSTRIES, INC,					
		I-OK06-148594	02 -5973203	REPAIRS & MAI BLOCK BEARINGS-WWM	074243	5,879.38
01-M00665	MTS SAFETY PRODUCTS, IN					
		I-4874503	02 -5975202	OPERATING SUP RAIN GEAR FOR UTM	074245	192.00
01-M00250	MCALESTER NEWS CAPITAL					

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALESTER NEWS CAPITAL					
		I-300000637	02 -5871330	DUES & SUBSCR PUBLICATION FEES	074255	110.94
01-000075	O'REILLY AUTO PARTS					
		I-0230-201256	02 -5975209	UTILITY MAINT FLUSH TRUCK REPAIR PARTS	074258	12.99
01-000610	OTA PIKEPASS CENTER					
		I-57790-JUNE 2015	02 -5871331	EMPLOYEE TRAV PREPAID PIKE PASS FEE	074266	160.00
01-P00040	PAGE ANALYTICAL SERVICE					
		I-157519533	02 -5973304	LAB TESTING MONTHLY TESTING FEES	074267	191.47
		I-157519841	02 -5973304	LAB TESTING MONTHLY TESTING FEES	074267	206.22
		I-157519842	02 -5973304	LAB TESTING MONTHLY TESTING FEES	074267	137.00
01-P00420	POSTMASTER					
		I-14-02251	02 -5216317	POSTAGE POSTAGE FOR UB&C	074150	1,600.00
		I-2015-BOX 578	02 -5267202	OPERATING SUP YRLY BOX RENTAL-#578	074271	144.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201506167512	02 -5267313	ELECTRIC UTIL. ELECTRIC EXP-MPWA	074274	27,896.62
01-R00600	RURAL WATER DISTRICT #1					
		I-201506047473	02 -5267316	WATER UTILITY UTILITIES-WATER EXP-LF	074129	14.30
01-S00216	SEVERN TRENT ENV SVS.,					
		I-1-2517-131746	02 -5975308	CONTRACTED SE CONTRACT SVS-UTM CONSULTA	074278	14,500.00
		I-201506167514	02 -5974302	CONSULTANTS WTP OPERATIONAL SVS-JUNE 2015	074278	98,702.75
01-S00580	AT & T					
		I-201506097494	02 -5267315	TELEPHONE UTI PHONE EXP-MPWA	074152	5,019.94
		I-201506097494	02 -5267315	TELEPHONE UTI PHONE EXP-DATA LINE	074152	230.00
01-S00726	STAPLES ADVANTAGE					
		I-3266320928	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074282	10.59
		I-3266320929	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074282	169.55
		I-3266842706	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074282	62.09
		I-3266842708	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074282	27.39
		I-3266842712	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074282	61.14
		I-3267599523	02 -5975202	OPERATING SUP OFFICE SUPPLIES	074282	145.99
		I-3267599527	02 -5267202	OPERATING SUP OFFICE SUPPLIES	074282	98.71
01-T00128	TETRA TECH, INC					
		I-50923044	02 -5974308	CONTRACTED SE CENGINEER COMPUTER MODEL	074284	5,250.00
01-U00051	UTILITY SUPPLY CO., INC					
		I-094862	02 -5975209	UTILITY MAINT MISC WATER REPAIR PARTS	074291	2,583.00
01-U00128	UNITED PACKAGING & SHIP					
		I-163514	02 -5973304	LAB TESTING SHIPPING FEES-WWT	074293	37.22

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000128	UNITED PACKAGING & SHIP		continued			
		I-163543	02 -5973304	LAB TESTING SHIPPING FEES-WWT	074293	35.60
01-000040	WALMART COMMUNITY BRC					
		I-00167	02 -5871202	OPERATING SUP MISC OPERATING SUPPLIES	074297	26.93
			FUND	02 MPWA	TOTAL:	341,327.57

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VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201506047475	03	-5876314	GAS UTILITY GAS EXP-AIRPORT	074125	34.67
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201506167508	03	-5876212	FUEL EXPENSE FUEL EXP-AIRPORT	074214	94.73
01-P00560	PUBLIC SERVICE/ARP						
		I-201506047476	03	-5076313	ELECTRIC UTIL ELECTRIC EXP-AIRPORT	074128	926.22
			FUND	03	AIRPORT AUTHORITY	TOTAL:	1,055.62

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VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/T, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000560	PUBLIC SERVICE/AEP	I-201506097493	05 -5210313	ELECTRIC UTIL ELECTRIC EXP-PARKING AUTH	074151	148.91
			FUND	05 PARKING AUTHORITY	TOTAL:	148.91

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201506167505	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	074176	165.00
		I-201506167506	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074176	123.05
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201506167507	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	074213	561.76
01-G00288	GERALDINE E MALKOWSKI					
		I-201506167509	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	074220	165.00
		I-201506167510	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074220	97.75
01-R00304	RICHELLE CHEYENNE					
		I-201506167513	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	074275	78.20
			FUND	08 NUTRITION	TOTAL:	1,190.76

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
		I-62327	27 -5655318	PRINTING MCALESTER BROCHURES	074188	1,812.75
		I-63370	27 -5655318	PRINTING MCALESTER BROCHURES	074188	9.40
01-D00053	DANIEL D. HERRON					
		I-14-01897	27 -5655348	FESTIVAL/JULY BAND FOR 4TH OF JULY	074192	1,200.00
01-E00415	EXTREME INFLATABLES, IN					
		I-9267A	27 -5655348	FESTIVAL/JULY INFLATABLES FOR JULY 4TH	074211	3,393.00
01-E00417	RAINBOW FIREWORKS, INC					
		I-14-01776	27 -5655348	FESTIVAL/JULY FIREWORKS DISPLAY @ EKPO	074212	2,000.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201506167507	27 -5655212	FUEL EXPENSE FUEL EXP-TOURISM	074213	39.24
01-O00137	OKLA TOURISM/RECREATION					
		I-1351-12287	27 -5655214	TOURISM EXPEN MAIL FEE-MCALESTER BROCHU	074262	297.14
01-S00956	SWANK MOTION PICTURES,					
		I-2055610	27 -5655214	TOURISM EXPEN MOVIE RENTAL FEE	074283	351.00
01-W00040	WALMART COMMUNITY BRC					
		I-08694	27 -5655202	OPERATING SUP TOURISM SETUP SUPPLIES	074297	57.84
				FUND 27 TOURISM FUND	TOTAL:	9,160.37

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201506047479	29 -5324315	TELEPHONE UTI PHONE EXP-E-911	074121	2,528.20
01-A00581	AT&T					
		I-201506047481	29 -5324315	TELEPHONE UTI PHONE EXP-HOST CIRCUIT E-911	074123	781.25
		I-201506047481	29 -5324315	TELEPHONE UTI PHONE EXP-HOST CIRCUIT E-911 C	074123	198.00
01-C00856	CROSS TELEPHONE COMPANY					
		I-00010996	29 -5324315	TELEPHONE UTI PHONE EXP-E-911 CTY TRUNK LN	074126	473.02
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201506167507	29 -5324212	FUEL EXPENSE FUEL EXP-E-911	074213	69.59
01-H00212	HOLIDAY INN EXPRESS					
		I-728	29 -5324331	EMPLOYEE TRAV TRAVEL EXP-FIRF COMM CONF	074222	214.08
01-O00276	OKLA DEPT OF PUBLIC SAF					
		I-04-1508597	29 -5324308	CONTRACTED SE TELETYPE RENTAL-E-911	074263	350.00
01-S00580	AT & T					
		I-201506047478	29 -5324315	TELEPHONE UTI PHONE EXP-E-911 WIRELESS	074130	228.36
		I-201506097494	29 -5324401	CAPITAL OUTLA PHONE EXP-E-911 EQUIP LEASE	074152	2,403.33
01-V00065	VDO COMMUNICATIONS LLC					
		I-026510	29 -5324202	OPERATING SUP WIRELESS ADAPTER	074294	361.58
		I-026511	29 -5324202	OPERATING SUP HEADSETS FOR 911	074294	222.99
		I-026512	29 -5324202	OPERATING SUP HEADSETS FOR 911	074294	249.53
01-X00030	XYBIX					
		I-24343	29 -5324316	REPAIRS-MAINT PARTS FOR 911 CONSOLE LIF	074302	1,245.16
				FUND 29 E-911	TOTAL:	9,345.09

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00008	J & L REVOCABLE TRUST					
		I-14-02305	30 -5652350	BUSINESS DEVE OPTION TO PURCHASE PRPTY	074228	5,000.00
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	5,000.00

PACKET: 12909 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ED0417	RAINBOW FIREWORKS, INC					
		1-14-01776	32 -5215306	EXPENSE FOR J FIREWORKS DISPLAY @ EXPO	074212	10,000.00
			FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:	10,000.00

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215 ADVANCE AUTO PARTS						
		C-8117516173362	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074174	89.99-
		I-8117515286920	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074174	177.98
		I-8117516043150	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074174	89.99
		I-8117516064165	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074174	31.52
		I-8117516164172	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074174	89.99
		I-8117516273390	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074174	13.00
01-A00709 ARROWHEAD TRUCK EQUIPME						
		I-8170	35 -5862203	REPAIRS & MAI UTIL BED SIDE DOOR- PK-19	074180	239.00
01-A00751 ATWOODS						
		I-2611/9	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074181	60.97
		I-2631/9	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074181	218.73
01-A00770 BOLTE ENTERPRISES, INC						
		C-958025	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	074182	17.96-
		I-957938	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	074182	110.06
01-B00150 BEALES GOODYEAR TIRES						
		I-1-16502	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	074185	35.10
		I-1-16845	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	074185	90.00
01-C00245 CATHEY & ASSOCIATES, L.						
		I-37986	35 -5862316	REPAIRS & MAI REPLACEMENT WINDSHEILD	074189	230.00
01-F00015 FLEETCOR TECHNOLOGIES						
		I-201506167507	35 -5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	074213	202.81
01-G00490 GRISSON IMPLEMENT INC						
		I-484661	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	074221	142.71
01-J00310 JET TIRE SERVICE						
		I-113451	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENTS	074231	48.95
01-K00190 YELLOWHOUSE MACHINERY C						
		I-60512	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074233	41.24
		I-60964	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074233	70.44
		I-61921	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074233	65.48
		I-61922	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074233	204.20
		I-62553	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074233	81.35
01-K00205 KIAMICHI AUTOMOTIVE WHO						
		I-000950	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074234	5.99
		I-000973	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074234	37.99
		I-001102	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074234	6.94
		I-001141	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074234	50.69
		I-001154	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074234	34.90
		I-001246	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	074234	4.99

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0002	MCLESTER AUTO COLLISIO						
		I-3215527	35	-5862203	REPAIRS & MAI REPAIRS TO PK-19	074246	120.00
01-MC0045	HCCRAYS MANUFACTURING						
		I-7294	35	-5862203	REPAIRS & MAI MISC TRAILER PARTS	074247	20.44
01-N00271	FREEDOM FORD INC						
		I-163337	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	074256	42.95
		I-84912	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	074256	21.96
01-000050	OCT EQUIPMENT, INC.						
		I-P04662	35	-5862316	REPAIRS & MAI REPAIRS ON S-33 HYDRAULIC	074257	333.75
01-000075	O'REILLY AUTO PARTS						
		C-0230-287267	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	50.99-
		C-0230-289508 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	5.59-
		C-0230-290792 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	63.00-
		C-0230-291045 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	172.04-
		C-0230-291677 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	74.39-
		I-0230-276693	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	9.86
		I-0230-278493	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	22.75
		I-0230-287264	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	50.99
		I-0230-289250	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	7.58
		I-0230-289371	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	11.90
		I-0230-289462	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	11.64
		I-0230-289464	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	74.69
		I-0230-289498	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074258	136.57
		I-0230-289552	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	5.24
		I-0230-289810	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	75.26
		I-0230-289833	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	104.32
		I-0230-290298	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	94.38
		I-0230-290311	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	90.08
		I-0230-290342	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	10.14
		I-0230-290504	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	249.13
		I-0230-290624	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	11.18
		I-0230-290669	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	92.69
		I-0230-290680	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	172.04
		I-0230-290744	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	846.45
		I-0230-290749	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	4.15
		I-0230-290750	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074259	19.94
		I-0230-290755	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	12.45
		I-0230-291020	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	39.94
		I-0230-291433	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	116.78
		I-0230-291493	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	13.18
		I-0230-291619	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	55.24
		I-0230-291648	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	49.76
		I-0230-291684	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	90.20
		I-0230-291770	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	12.52
		I-0230-292346	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	074260	91.69

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000122	OK TIRE					
		I-19220A	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENTS	074261	55.95
		I-19244	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENTS	074261	80.95
		I-19295	35 -5862316	REPAIRS & MAI REPLACE HEATER CORE	074261	571.83
01-S00384	SMITH DISTRIBUTING					
		I-822493	35 -5862203	REPAIRS & MAI SMALL MOWER REPAIR PARTS	074279	172.49
01-S00635	SOUTHWEST TRAILOR & EQU					
		I-AI26150	35 -5862203	REPAIRS & MAI TARP FOR UTM 43	074280	279.78
01-S00710	STANDARD MACHINE LLC					
		I-242009	35 -5862203	REPAIRS & MAI PARTS & REPAIRS	074281	66.00
01-T00612	TULSA FREIGHTLINER					
		I-125134940	35 -5862203	REPAIRS & MAI VEHICLE REPAIR PARTS	074289	95.28
01-W00072	WARREN CAT					
		I-PS150130204	35 -5862203	REPAIRS & MAI TRACK IDLERS FOR LF DOZER	074298	5,086.12
01-W00269	WHITES TRACTORS					
		I-301656	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	074300	160.00
			FUND 35 FLEET MAINTENANCE	TOTAL:		11,601.38

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN	I-201506	36 -5215315	THIRD PARTY A W/C ADMIN	074244	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

PACKET: 12908 CLAIMS FOR 06/23/2015

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00024	STANLEY RAY OWENS DBA E	I-2273	41 -5865406	CIP#1 - 17TH PORT-A-POT RENTAL-CIP#1	074209	125.00
01-L00428	LOWE'S CREDIT SERVICES	I-02087	41 -5865406	CIP#1 - 17TH LUMBER FOR CIP#1 PROJECT	074237	121.60
		I-05521	41 -5865406	CIP#1 - 17TH LUMBER FOR CIP#1 PROJECT	074237	128.10
		I-28.44	41 -5865406	CIP#1 - 17TH LUMBER FOR CIP#1 PROJECT	074237	28.44
01-M00304	MESHEK & ASSOC., PLC	I-2970	41 -5871402	STORM WATER P CONSULTANT FEE	074239	7,545.00
		I-2994	41 -5865407	9TH & ILLINOI CONSULTANT FEE	074239	4,205.00
01-T00128	TETRA TECH, INC	I-50923045	41 -5974404	WTP FILTER ENGINEERING FEE-WTP	074284	1,495.00
			FUND 41 CIP FUND	TOTAL:		13,648.14
				REPORT GRAND TOTAL:		582,238.76

** G/I. ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUOG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUOG
2014-2015	01 -2100	CLEET PAYABLE (COURT)	5,816.95				
	01 -2101	AFIS PAYABLE - COURT	3,298.53				
	01 -2102	FORENSICS PAYABLE (COURT)	3,097.66				
	01 -2103	ODM PAYABLE (COURT)	50.00				
	01 -2106	OSBI-LAB FEE PAYABLE	27.27				
	01 -5101353	PITTSBURG EMERGENCY MGMT	42,500.00	42,500	0.00		
	01 -5210202	OPERATING SUPPLIES	53.71	2,500	398.61		
	01 -5210480	CONTINGENCY	800.00	11,909	3,791.74		
	01 -5213335	COUNTY INCARCERATION EXPFM	8,668.00	104,544	44.00-	Y	
	01 -5215202	OPERATING SUPPLIES	391.10	31,500	813.88		
	01 -5215312	EQUIPMENT RENTALS	796.02	21,000	5,688.28-	Y	
	01 -5215313	ELECTRIC UTILITY	24,452.69	294,500	4,580.14-	Y	
	01 -5215314	GAS UTILITY	779.72	29,200	13,374.40-	Y	
	01 -5215315	TELEPHONE UTILITY	417.38	35,000	1,228.51		
	01 -5215317	POSTAGE	770.99	12,600	510.81		
	01 -5215323	DAMAGES	61.90	17,236	15,707.75		
	01 -5225202	OPERATING SUPPLIES	225.37	1,500	477.50		
	01 -5225212	FUEL EXPENSE	86.04	2,100	1,191.45		
	01 -5225330	DUES & SUBSCRIPTIONS	2,229.99	3,000	520.08		
	01 -5320202	OPERATING EXPENSE	1,319.92	4,500	446.38		
	01 -5320328	INTERNET SERVICE	98.56	1,500	320.96		
	01 -5321202	OPERATING SUPPLIES	153.00	15,000	723.76		
	01 -5321212	FUEL EXPENSE	7,659.73	107,500	18,903.14		
	01 -5321308	CONTRACTED SERVICES	640.50	11,000	4,202.92		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	454.74	10,000	1,919.35		
	01 -5322212	FUEL EXPENSE	303.20	5,300	2,128.87		
	01 -5324202	OPERATING SUPPLIES	249.54	1,000	184.38		
	01 -5431202	OPERATING SUPPLIES	198.41	16,900	966.48		
	01 -5431203	REPAIRS & MAINT SUPPLIES	418.47	7,900	495.78		
	01 -5431212	FUEL EXPENSE	979.42	18,400	3,134.26		
	01 -5431305	PHYSICALS	8,500.00	25,000	14,050.00		
	01 -5431329	INTERNET SERVICE	62.95	3,829	131.27		
	01 -5431329	PROMOTIONAL	815.79	5,000	1,128.38		
	01 -5432202	OPERATING SUPPLIES	557.60	24,000	818.71		
	01 -5432203	REPAIR & MAINT SUPPLIES	300.65	5,000	296.08		
	01 -5432204	SMALL TOOLS	1,053.55	4,000	261.40		
	01 -5432212	FUEL EXPENSE	1,044.73	20,000	7,796.87		
	01 -5432308	CONTRACTED SERVICES	3,437.62	40,302	2,297.91-	Y	
	01 -5432330	DUES & SUBSCRIPTIONS	119.58	1,500	48.76		
	01 -5542202	OPERATING SUPPLIES	28.52	2,200	453.66		
	01 -5542203	REPAIRS & MAINT SUPPLIES	3,001.45	53,500	2,952.07		
	01 -5542204	SMALL TOOLS	250.00	3,000	1.22		
	01 -5542212	FUEL EXPENSE	1,387.90	34,000	9,658.99		
	01 -5542308	CONTRACTED SERVICES	242.49	14,400	807.76		
	01 -5542329	INTERNET SERVICE	151.16	1,800	6.58		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5543202	OPERATING SUPPLIES	365.14	11,000	1,219.85		
01	-5543203	REPAIRS & MAINT SUPPLIES	419.05	9,000	4.79		
01	-5543206	CHEMICALS	3,485.78	16,000	3,323.91		
01	-5543316	REPAIRS & MAINTENANCE	1,497.72	5,000	552.28		
01	-5544202	OPERATING SUPPLIES	86.55	15,800	3,221.98		
01	-5544206	CHEMICALS	300.00	5,000	4,700.00		
01	-5544212	FUEL EXPENSE	122.77	2,800	680.15		
01	-5544308	CONTRACT LABOR	1,079.25	18,000	5,812.00		
01	-5544316	REPAIRS & MAINTENANCE	1,666.50	0	11,216.50-	Y	
01	-5544328	INTERNET SERVICE	52.07	1,380	388.02		
01	-5547204	SMALL TOOLS	128.88	1,000	171.13		
01	-5547212	FUEL EXPENSE	192.34	7,600	646.48-	Y	
01	-5548203	REPAIRS & MAINTENANCE SUPP	806.69	50,000	73.88		
01	-5548212	FUEL EXPENSE	244.23	5,215	1,548.33		
01	-5548311	PARKING RENTAL	375.00	4,500	0.00		
01	-5548316	REPAIRS & MAINTENANCE	377.63	22,500	8,385.04-	Y	
01	-5548317	ELEVATOR REPAIR/MAINTENANC	1,575.00	2,000	75.00-	Y	
01	-5548328	INTERNET SERVICE	75.95	912	0.54		
01	-5652212	FUEL EXPENSE	162.27	5,900	3,137.62		
01	-5652318	ABATEMENTS	780.00	15,000	6,292.00		
01	-5652331	EMPLOYEE TRAVEL & TRAININ	112.00	5,600	1,531.94		
01	-5653212	FUEL EXPENSE	71.66	700	93.88-	Y	
01	-5653213	SAFETY EXPENSE	152.53	28,620	1,044.25		
01	-5653215	AWARDS/NUC PROGRAM	26.97	9,500	554.63		
01	-5653317	ADVERTISING & PRINTING	276.17	4,000	2,335.92		
01	-5653348	DRUG TESTING/PHYSICALS	1,033.00	12,000	2,376.25		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	16,552.11	60,500	11,621.45		
01	-5865212	FUEL EXPENSE	2,115.79	45,000	6,007.34		
01	-5865218	STREET REPAIRS & MAINTENAN	8,190.30	261,000	10,480.29		
01	-5865328	INTERNET SERVICE	75.95	1,920	2.13		
02	-2512	CBSA COLLECTION FEES	126.78				
02	-5216202	OPERATING SUPPLIES	637.41	10,000	454.67-	Y	
02	-5216212	FUEL EXPENSE	457.29	8,800	3,234.79		
02	-5216317	POSTAGE	1,600.00	40,000	2,473.60		
02	-5267202	OPERATING SUPPLIES	930.58	9,472	1,033.07		
02	-5267313	ELECTRIC UTILITY	27,896.62	392,448	13,262.51		
02	-5267314	GAS UTILITY	223.88	8,000	3,833.19-	Y	
02	-5267315	TELEPHONE UTILITY	6,664.44	83,027	2,003.26-	Y	
02	-5267316	WATER UTILITY	14.30	3,300	3,072.69		
02	-5866212	FUEL EXPENSE	426.58	14,000	7,260.63		
02	-5866230	RECYCLING CENTER EXPENSE	100.00	2,300	546.26		
02	-5866306	CONTRACTED REFUSE SERVICES	157,973.28	1,810,540	88,500.53		
02	-5871202	OPERATING SUPPLIES	26.93	2,500	2,041.97		
02	-5871212	FUEL EXPENSE	128.83	3,200	1,671.62		
02	-5871302	CONSULTANTS	9,649.95	85,000	46,090.05		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5871330	DUES & SUBSCRIPTIONS	110.94	1,300	237.69		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	160.00	3,400	1,656.83		
02	-5973203	REPAIRS & MAINT SUPPLIES	6,144.10	45,000	8,662.74		
02	-5973212	FUEL EXPENSE	636.39	15,200	5,029.79		
02	-5973302	CONSULTANTS (IND. PRETREAT	1,898.08	22,000	6,082.82		
02	-5973304	LAB TESTING	607.51	32,100	428.61		
02	-5973328	INTERNET SERVICE	69.56	824	3.28-	Y	
02	-5973329	DEQ FEES	782.00	15,000	12,742.42		
02	-5973401	CAPITAL OUTLAY	329.10	12,440	7,050.00		
02	-5974302	CONSULTANTS	98,702.75	1,184,433	0.00		
02	-5974308	CONTRACTED SERVICES	5,250.00	85,000	1,898.79		
02	-5975202	OPERATING SUPPLIES	337.99	3,500	132.56-	Y	
02	-5975209	UTILITY MAINTENANCE SUPP.	3,035.33	82,500	25,163.99		
02	-5975212	FUEL EXPENSE	1,438.82	33,000	10,945.59		
02	-5975230	SEWER MAIN REPAIR	238.13	20,000	3,087.47		
02	-5975308	CONTRACTED SERVICES	14,500.00	14,500	0.00		
02	-5975329	DEQ FEES	230.00	2,000	1,214.00		
03	-5876212	FUEL EXPENSE	94.73	3,701	1,112.92		
03	-5876313	ELECTRIC UTILITY	926.22	13,800	326.51		
03	-5876314	GAS UTILITY	34.67	500	149.41		
05	-5218313	ELECTRIC UTILITY	148.91	1,988	437.95		
08	-5549212	FUEL EXPENSE	561.76	11,000	4,351.43		
08	-5549308	CONTRACT SERVICES	629.00	15,500	1,021.63		
27	-5655202	OPERATING SUPPLIES	57.84	4,000	2,606.48		
27	-5655212	FUEL EXPENSE	39.24	1,100	623.75		
27	-5655214	TOURISM EXPENSE	648.14	48,000	29,327.21		
27	-5655318	PRINTING	1,822.15	15,000	5,851.26		
27	-5655348	FESTIVAL/JULY 4TH	6,593.00	16,000	1,004.91		
28	-5654203	REPAIR & MAINT SUPPLIES	1,597.42	16,846	2,383.28		
28	-5654210	CONCESSION SUPPLIES	955.08	16,721	3,869.50-	Y	
28	-5654212	FUEL EXPENSE	57.06	2,300	1,017.73		
28	-5654313	ELECTRIC UTILITY	5,305.87	57,000	5,999.06-	Y	
28	-5654314	GAS UTILITY	66.33	66,000	5,269.10		
28	-5654315	TELEPHONE UTILITY	77.39	2,700	1,162.45		
28	-5654317	ADVERTISING & PRINTING	498.00	7,000	3,697.00		
29	-5324202	OPERATING SUPPLIES	834.10	4,000	73.80		
29	-5324212	FUEL EXPENSE	89.59	2,000	744.36		
29	-5324308	CONTRACTED SERVICES	350.00	67,100	59.49		
29	-5324315	TELEPHONE UTILITY	4,208.83	59,499	6,149.38		
29	-5324316	REPAIRS-MAINTENANCE	1,245.16	5,900	1,071.84		
29	-5324331	EMPLOYEE TRAVEL & TRAININ	214.08	4,500	933.23		
29	-5324401	CAPITAL OUTLAY	2,403.33	30,713	1,873.04		
30	-5652350	BUSINESS DEVELOPMENT EXPEN	5,000.00	24,600	7,721.62		
32	-5215306	EXPENSE FOR JULY 4TH EVENT	10,000.00	0	10,000.00-	Y	
35	-5862203	REPAIRS & MAINTENANCE SUPP	10,262.99	240,000	21,830.86		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	35 -5862212	FUEL EXPENSE	202.81	5,000	2,409.86		
	35 -5862316	REPAIRS & MAINTENANCE	1,135.58	30,000	10,167.16	- Y	
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	699.84		
	41 -5865406	CIP#1 - 17TH STREET	403.14	119,020	57,344.09		
	41 -5865407	9TH & ILLINOIS DRAINAGE PR	4,205.00	300,000	269,000.00		
	41 -5871402	STORM WATER PROJECT	7,545.00	67,000	0.00		
	41 -5974404	WTF FILTER	1,495.00	31,000	0.00		
	** 2014-2015 YEAR TOTALS **		582,238.78				

NO ERRORS

** END OF REPORT **

PACKET: 12906 CLAIMS FOR 06/23/2015

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	6/2015	170,262.10CR
02	6/2015	341,327.57CR
03	6/2015	1,055.62CR
05	6/2015	148.91CR
08	6/2015	1,190.76CR
27	6/2015	9,160.37CR
28	6/2015	8,557.16CR
29	6/2015	9,345.09CR
30	6/2015	5,000.00CR
32	6/2015	10,000.00CR
35	6/2015	11,601.38CR
36	6/2015	941.68CR
41	6/2015	13,648.14CR
ALL:		582,238.78CR

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 16, 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 # 6
ITEM	ITEM NO.

June 4, 2015	CIP #2	\$ 350,272.48
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: June 16, 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.

6

Application Period: May 3, 2015 to May 30, 2015		Application Date: 6/4/2015		
To (Owner): City of McAlester	Name (Contractor): Carstensen Contracting, Inc.	File (Engineer): Miles Hunter, 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)

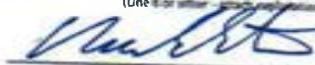
1. ORIGINAL CONTRACT PRICE		\$	2,882,549.25
2. Net change by Change Orders		\$	(2,572.17)
3. CURRENT CONTRACT PRICE (Line 1 + 2)		\$	2,880,077.08
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)		\$	2,498,660.23
5. MATERIALS STORED ON HAND		\$	-
a. Paid This Estimate		\$	-
b. Removed This Estimate		\$	-
5. RETAINAGE:			
a. 5% x \$ 2,498,660.23 Work Completed		\$	124,933.01
b. - x \$ 300.00 Liquidated Damages		\$	-
c. Total Retainage (Line 5a + Line 5b)		\$	124,933.01
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		\$	2,373,727.21
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$	2,023,454.73
8. AMOUNT DUE THIS APPLICATION		\$	350,272.48
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)		\$	381,415.86

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.

 Date: 6/5/15

Payment of: \$ 350,272.48
(Line 8 or other - attach explanation of other amount)

is recommended by:  6/12/15
(Engineer) (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 Number:				
Application Period:		May 3, 2015 to May 30, 2015		Application Date:		6/4/2015		
				Pay Application #6				
Pay Item No.	ITEM Description	Scheduled Value	Work Completed		Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period				
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	\$ 25,600.00		\$ -	\$ 25,600.00	1.00	\$ -
	Traffic Items	\$ 25,600.00	\$ -	\$ 25,600.00	\$ -	\$ 25,600.00	1.00	\$ -
	SWPPP Documentation and Management	\$ 8,500.00	\$ 8,500.00		\$ -	\$ 8,500.00	1.00	\$ -
	Mobilization	\$ 80,000.00	\$ 80,000.00		\$ -	\$ 80,000.00	1.00	\$ -
	Construction Staking Level II	\$ 15,000.00	\$ 15,000.00		\$ -	\$ 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								
115	Deflection & Pressure Test (8" Pipe and Manholes)	\$ 2,530.00	\$ 2,530.00		\$ -	\$ 2,530.00	1.00	\$ -
						191,230.00		

Total This Estimate \$ 25,600.00

To Finish Lump Sum Items \$ -

Progress Estimate (A St Roadway)

Contractor's Application

Per Contract:		CIP 2			Application Number:		Pay Application #5					
Application Period:		5/03/2015 to 5/30/2015			Application Date:		6/4/2015					
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	CF	\$ 9.00	\$ 25,245.00							
3	Unclassified Borrow	348.00	CF	\$ 34.00	\$ 11,832.00	179.23	\$ 6,071.08	3,216.94	3,396.06	30,520.54	122%	\$ 15,165.54
5	Temporary 18" Fence	200.00	LF	\$ 4.90	\$ 980.00					5,096.00	200%	\$ -
6	Temporary Fiber Log	190.00	LF	\$ 9.00	\$ 1,710.00					200.00	100%	\$ -
7	Solid Sub Soiling	5,586.00	CF	\$ 5.00	\$ 27,930.00					590.00	100%	\$ -
8	Watering	10.00	MGAL	\$ 250.00	\$ 2,500.00						0%	\$ 27,930.00
9	Aggregate Base Type 'X'	1,328.00	CY	\$ 45.00	\$ 59,760.00						0%	\$ 59,760.00
10a	Soilify	7,954.00	SY	\$ 4.90	\$ 38,974.60					2,357.00	179%	\$ 36,717.60
11a	Recompact	7,914.00	SY	\$ 6.40	\$ 50,649.60					7,954.00	100%	\$ -
13	Separator Fabric	8,883.00	SY	\$ 1.50	\$ 13,324.50					3,854.00	100%	\$ -
14	Traffic Bound Surface Course Type A	485.00	SY	\$ 179.00	\$ 86,705.00					9,027.00	102%	\$ 176.00
15	Tack Coat	150.00	MGAL	\$ 30.00	\$ 4,500.00					485.00	100%	\$ -
16	Prime Coat	2,770.00	MGAL	\$ 30.00	\$ 83,100.00						0%	\$ 83,100.00
17	Superpave Type 53 (PG58-27.5K)	28.00	TON	\$ 200.00	\$ 5,600.00						0%	\$ 5,600.00
18	Dowel Jointed P.C.C.P. (Placement)	2,513.00	SY	\$ 21.00	\$ 52,773.00						0%	\$ 52,773.00
19	P.C.C.P. for Placement	1,672.00	CY	\$ 120.00	\$ 200,640.00					7,529.00	100%	\$ -
20	Reinforcing Steel	30,700.00	LB	\$ 1.90	\$ 58,330.00					3,700.00	100%	\$ -
21	Class A Concrete	300.00	CY	\$ 112.00	\$ 33,600.00					15,790.00	100%	\$ -
22	Concrete Curb (6" Barrier-Integral)	1,289.00	LF	\$ 14.00	\$ 18,046.00					100.00	100%	\$ -
24	4" Concrete Sidewalk	1,625.00	SY	\$ 62.00	\$ 100,750.00	1,695.00	\$ 105,090.00	8,629.00	3,629.00	87,096.00	110%	\$ 13,654.00
25	8" Concrete Driveway	580.00	SY	\$ 75.00	\$ 43,500.00					580.00	100%	\$ -
26	Mobile Warning Device (New)	580.00	SP	\$ 62.00	\$ 35,960.00	875.00	\$ 28,250.00			580.00	100%	\$ -
27	Manhole (4' Dia)	4.00	Ea	\$ 2,550.00	\$ 10,200.00					375.00	67%	\$ 11,475.00
28	Add'l Depth in MH	6.00	LF	\$ 325.00	\$ 1,950.00					4.00	100%	\$ -
29	Inlet CI Des. 3 (370)	3.00	Ea	\$ 4,900.00	\$ 14,700.00					6.00	100%	\$ -
30	Inlet CI Des. 3 (36)	5.00	Ea	\$ 5,700.00	\$ 28,500.00					1.00	100%	\$ -
31	Inlet CI RCP Des. 3	1.00	Ea	\$ 2,500.00	\$ 2,500.00					5.00	100%	\$ -
32	Inlet CI RCP Des. 5	1.00	Ea	\$ 5,800.00	\$ 5,800.00					1.00	100%	\$ -
35	Inlet (DMD - Type 1)	1.00	Ea	\$ 2,700.00	\$ 2,700.00					1.00	100%	\$ -
36	Add'l Depth in Inlet CI Des. 3	12.00	LF	\$ 900.00	\$ 10,800.00					2.00	100%	\$ -
39	18" RCP CI-III	270.00	LF	\$ 72.00	\$ 19,440.00					12.00	100%	\$ -
40	24" RCP CI-III	385.00	LF	\$ 30.00	\$ 11,550.00					249.00	97%	\$ 356.00
41	30" RCP CI-III	761.00	LF	\$ 30.00	\$ 22,830.00					174.00	92%	\$ 1,511.00
43	Removal of Concrete Pavement	7,615.00	SY	\$ 10.75	\$ 81,991.25					8,230.50	108%	\$ -
44	Removal of Asphalt Pavement	1,662.00	SY	\$ 7.00	\$ 11,634.00					1,662.00	100%	\$ -
45	Removal of Sidewalk	790.00	SY	\$ 15.00	\$ 11,850.00	171.00	\$ 2,565.00	819.00	1,662.00	11,634.00	100%	\$ -
46	Sewer Pavement	200.00	LF	\$ 1.50	\$ 300.00	171.00	\$ 2,565.00	819.00	790.00	11,850.00	100%	\$ 300.00
47	Remove and Reconstruct Fence	436.00	LF	\$ 35.00	\$ 15,260.00	125.00	\$ 562.50	225.00	450.00	1,125.00	225%	\$ 15,260.00
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						0%	\$ 4,100.00
8001	36 Manhole Adaptation	1.00	LSum	\$ 2,478.84	\$ 2,478.84					1.00	100%	\$ -
8002	Junction Box(48"x48")	1.00	EA	\$ 8,672.79	\$ 8,672.79					1.00	100%	\$ -
				\$ 1,291,792.58						1,278,420.75	5	21,219.46

Total This Estimate \$ 133,079.58

To Finish Unit Price Items \$ 21,219.46

GDCC No. C-620 (2012 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (A St Water)

Contractor's Application

ITEM		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	Material Presently Installed (net 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	695.00	CF	\$ 9.00	\$ 6,255.00		\$ -									
51	Aggregate Base Type 'A'	40.00	CF	\$ 46.00	\$ 1,840.00		\$ -	937.50	937.50	8,438.04	100%	\$ (2,598.04)				
52	Stabilized Subgrade	115.00	SY	\$ 30.00	\$ 3,450.00		\$ -	40.00	40.00	1,840.00	100%	\$ -				
53	Prime Coat	30.00	GAL	\$ 19.00	\$ 570.00		\$ -	115.00	115.00	2,150.00	100%	\$ -				
54	Superpave Type 53 (Patch) (PG64-22 CR)	35.00	TON	\$ 250.00	\$ 8,750.00		\$ -				0%	\$ 8,750.00				
55	Full Depth PCC Patching (Placement Only)	45.00	SY	\$ 52.00	\$ 2,340.00	45.00	\$ 2,340.00		45.00	2,745.00	100%	\$ -				
56	POCP For Pavement	15.00	CF	\$ 122.00	\$ 1,830.00		\$ -	10.00	10.00	1,200.00	100%	\$ -				
57	Oldd Backfill	1.00	CF	\$ 460.00	\$ 460.00	0.40	\$ 184.00		1.00	460.00	100%	\$ -				
58	16" PVC	85.00	LF	\$ 227.00	\$ 19,295.00		\$ -	85.00	85.00	19,000.00	100%	\$ (295.00)				
61	6" PVC	360.00	LF	\$ 45.00	\$ 16,200.00		\$ -	346.00	346.00	15,915.00	100%	\$ (285.00)				
62	6" PVC	1,940.00	LF	\$ 39.00	\$ 75,660.00		\$ -	1,577.50	1,577.50	61,711.50	100%	\$ (13,948.50)				
63	16" Gate Valve	1.00	Ea	\$ 7,600.00	\$ 7,600.00		\$ -	2.00	2.00	15,200.00	200%	\$ (7,600.00)				
65	6" Gate Valve	21.00	Ea	\$ 1,300.00	\$ 27,300.00		\$ -	17.00	17.00	22,100.00	80%	\$ 5,200.00				
66	6" Gate Valve	27.00	Ea	\$ 530.00	\$ 14,310.00		\$ -	20.00	20.00	10,600.00	74%	\$ 3,710.00				
68	Standard Valve Box	5.00	Ea	\$ 1,950.00	\$ 9,750.00		\$ -	4.00	4.00	7,800.00	80%	\$ 1,950.00				
69	Fire Hydrant and Assembly	2.00	Ea	\$ 1,965.00	\$ 3,930.00		\$ -	2.00	2.00	3,930.00	100%	\$ -				
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	\$ 290.00	\$ 2,320.00		\$ -	8.00	8.00	2,320.00	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) 6x1	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	3.00	Ea	\$ 1,900.00	\$ 5,700.00		\$ -	6.00	6.00	11,400.00	100%	\$ -				
83	Service Connection (Long) 6x1	3.00	Ea	\$ 1,900.00	\$ 5,700.00		\$ -	2.00	2.00	3,800.00	67%	\$ 1,900.00				
84	6" 45 Fitting	8.00	Ea	\$ 465.00	\$ 3,720.00		\$ -	8.00	8.00	3,720.00	100%	\$ -				
85	6" 45 Fitting	11.00	Ea	\$ 365.00	\$ 4,015.00		\$ -	27.00	27.00	9,855.00	200%	\$ (5,840.00)				
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	6" Plug	2.00	Ea	\$ 385.00	\$ 770.00		\$ -	2.00	2.00	770.00	100%	\$ -				
89	6" Plug	2.00	Ea	\$ 385.00	\$ 770.00		\$ -	2.00	2.00	770.00	100%	\$ -				
90	6x6x6 TEE	1.00	Ea	\$ 2,100.00	\$ 2,100.00		\$ -	1.00	1.00	2,100.00	100%	\$ -				
91	6x6x6 TEE	3.00	Ea	\$ 850.00	\$ 2,550.00		\$ -	1.00	1.00	850.00	33%	\$ 1,700.00				
93	6x6x6 TEE	1.00	Ea	\$ 820.00	\$ 820.00		\$ -	1.00	1.00	820.00	100%	\$ -				
94	6x6x6 TEE	13.00	Ea	\$ 790.00	\$ 10,270.00		\$ -	12.00	12.00	9,000.00	88%	\$ 1,270.00				
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)				
				\$ 239,422.90						222,073.04		\$ 17,349.86				

Total This Estimate \$ 2,929.00

To Finish Unit Price Items \$ 17,349.86

EXCIC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (6 th St LUMP SUM BIDS)

Contractor's Application

For (contract):		CIP 2		Application Number:		Pay Application #6		
Application Period:		5/03/2015 to 5/30/2015		Application Date:		6/4/2015		
A		B	Work Completed			F		G
ITEM		Scheduled Value	C	D	E	F		G
Pay Item No.	Description		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	\$ 4,700.00	\$ -	\$ -	\$ 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	\$ 1,625.00	\$ -	\$ 4,875.00	0.75	\$ 1,625.00
	Mobilization	\$ 14,250.00	\$ 14,250.00	\$ -	\$ -	\$ 14,250.00	1.00	\$ -
	Construction Staking Level II	\$ 12,500.00	\$ 6,250.00	\$ 3,125.00	\$ -	\$ 9,375.00	0.75	\$ 3,125.00
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	\$ -
						72,325.00		

Total This Estimate \$ 4,750.00

To Finish Lump Sum Items \$ 35,400.00

Progress Estimate (6th St Roadway)

Contractor's Application

For (contract):		CIP 2			Application Number:		Pay Application #6					
Application Period:		5/03/2015 to 5/30/2015			Application Date:		6/4/2015					
Specification Section No.	ITEM 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	\$ 8.00	\$ 14,188.00							
3	Reclassified Borrow	129.00	CY	\$ 34.00	\$ 4,386.00	3,850.00	\$ 16,650.00	291.00	3,241.00	\$ 10,209.00	100%	\$ (3,130.00)
5	Temporary Silt Fence	200.00	LF	\$ 4.00	\$ 800.00							\$ 4,386.00
6	Temporary Fiber Log	95.00	LF	\$ 9.00	\$ 854.00			200.00	200.00	800.00	100%	
7	Solid Silt Scaffolding	1,885.00	CY	\$ 5.00	\$ 9,425.00				94.00	94.00	100%	
8	Watering	4.00	MGAL	\$ 250.00	\$ 1,000.00							\$ 9,425.00
9	Aggregate Base Type 'A'	892.80	CY	\$ 45.00	\$ 39,140.00	2,949.00	\$ 134,485.00	452.47	3,441.47	155,000.15	458%	\$ (123,361.17)
20	Time	75.00	Min	\$ 280.00	\$ 21,000.00							
10A	Soilify	4,150.00	CY	\$ 4.90	\$ 20,335.00							\$ 21,000.00
10B	Recompact	4,150.00	CY	\$ 6.40	\$ 26,560.00	3,096.00	\$ 19,819.40	2,706.00	5,802.00	24,576.80	142%	\$ (8,141.80)
11	Slime Stabilized Subgrade	4,150.00	CY	\$ 8.30	\$ 38,300.00			2,706.00	5,802.00	87,534.80	142%	\$ (10,764.80)
13	Separator Fabric	4,650.00	SY	\$ 1.50	\$ 6,975.00							\$ 38,300.00
14	Traffic Bound Surface Course Type A	175.00	TON	\$ 175.00	\$ 30,625.00	2,294.00	\$ 3,945.00	1,491.00	3,841.00	5,481.00	79%	\$ 1,483.90
15	Track Coat	75.00	MGAL	\$ 39.00	\$ 2,925.00							\$ 30,625.00
16	Prime Coat	1,455.00	MGAL	\$ 20.00	\$ 29,100.00							\$ 2,925.00
17	Superpave Type SB (MS4-22.0K)	20.30	TON	\$ 225.00	\$ 4,567.50							\$ 29,100.00
18	Open Jointed P.C.C.P. (Placement)	3,808.00	CY	\$ 21.00	\$ 79,968.00	327.50	\$ 6,877.50		327.50	6,877.50	9%	\$ 2,690.50
21	Class A Concrete (For Small Structures)	5.00	CY	\$ 121.00	\$ 605.00	75.00	\$ 9,075.00		75.00	9,075.00	9%	\$ (8,470.00)
22	Concrete Curb (P-Barrier-Integral)	1,775.00	LF	\$ 24.00	\$ 42,600.00							\$ 605.00
23	Concrete Header Curb (6x6)	130.00	LF	\$ 40.00	\$ 5,200.00							\$ 42,600.00
24	4" Concrete Sidewalk	848.00	SY	\$ 62.00	\$ 52,576.00							\$ 5,200.00
25	8" Concrete Driveway	130.00	SY	\$ 75.00	\$ 9,750.00							\$ 52,576.00
26	Traffic Warning Device (New)	240.00	SP	\$ 40.00	\$ 9,600.00							\$ 9,750.00
27	Manhole (4' Dia)	1.00	EA	\$ 2,500.00	\$ 2,500.00							\$ 9,600.00
29	Inlet (18" Dia)	1.00	EA	\$ 4,900.00	\$ 4,900.00				1.00	4,900.00	100%	
30	Inlet (18" Dia)	1.00	EA	\$ 4,900.00	\$ 4,900.00				1.00	4,900.00	100%	
31	Inlet w/ Large Int. Box, (18" Dia)	1.00	EA	\$ 5,650.00	\$ 5,650.00				1.00	5,650.00	100%	
32	Inlet w/ Large Int. Box, (18" Dia)	1.00	EA	\$ 9,250.00	\$ 9,250.00				1.00	9,250.00	100%	
34	Inlet w/ Large Int. Box, (18" Dia)	1.00	EA	\$ 10,000.00	\$ 10,000.00				1.00	10,000.00	100%	
35	Inlet (24" Dia) - Type 1	1.00	EA	\$ 1,000.00	\$ 1,000.00				1.00	1,000.00	100%	
36	Add Depth in Inlet (18" Dia)	4.00	WF	\$ 890.00	\$ 3,560.00				4.00	3,560.00	100%	
37	Add Depth in Inlet w/ UR, (18" Dia)	2.00	WF	\$ 1,130.00	\$ 2,260.00				2.00	2,260.00	100%	
38	Add Depth in Inlet w/ UR, (18" Dia)	1.00	WF	\$ 1,130.00	\$ 1,130.00				1.00	1,130.00	100%	
39	18" RCP (4' dia)	475.00	LF	\$ 60.50	\$ 28,717.50				475.00	28,717.50	100%	
43	Removal of Concrete Pavement	3,808.00	SY	\$ 13.00	\$ 49,604.00							\$ 28,717.50
44	Removal of Asphalt Pavement	62.00	SY	\$ 7.50	\$ 465.00			2,836.00	2,836.00	46,868.00	100%	
45	Removal of Sidewalk	802.00	SY	\$ 15.00	\$ 12,030.00				299.00	2,251.00	48%	\$ (10,779.00)
46	Reinforcing Pavement	139.00	LF	\$ 3.50	\$ 486.50				802.00	9,510.00	100%	
47	Remove and Reconstruct Fence	312.00	LF	\$ 28.00	\$ 8,736.00			135.00	135.00	382.50	100%	
48	Field Office	1.00	EA	\$ 4,300.00	\$ 4,300.00							\$ 8,736.00
				\$ 695,341.00				1.00	4,100.00			\$ 4,300.00
									407,718.75			\$ 287,622.25
												\$ 205,278.30
												\$ 287,622.25

Total This Estimate \$ 205,278.30

To Finish Unit Price Items \$ 287,622.25

Progress Estimate (6th St Water)

Contractor's Application

For Contract: CIP 2					Application Number: Pay Application #6							
Application Period: 5/03/2015 to 5/30/2015					Application Date: 6/4/2015							
ITEM	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)
50	Unclassified Excavation	400.00	CY	\$ 9.00	\$ 4,140.00	0.00	\$ -	537.00	537.00	4,833.00	117%	\$ 1091.00
57	103M Backfill	1.00	CY	\$ 482.00	\$ 482.00	0.00	\$ -	1.00	1.00	482.00	100%	\$ -
58	12" PVC	80.00	LF	\$ 17.00	\$ 1,360.00	0.00	\$ -	120.00	120.00	2,040.00	150%	\$ (3,680.00)
61	6" PVC	1,040.00	LF	\$ 39.00	\$ 40,560.00	0.00	\$ -	1,040.00	1,040.00	40,560.00	100%	\$ -
63	12" Gate Valve	2.00	Ea	\$ 3,250.00	\$ 6,500.00	0.00	\$ -	2.00	2.00	6,500.00	100%	\$ -
65	6" Gate Valve	14.00	Ea	\$ 1,500.00	\$ 21,000.00	0.00	\$ -	9.00	9.00	13,500.00	64%	\$ 5,300.00
66	4" Gate Valve	1.00	Ea	\$ 865.00	\$ 865.00	0.00	\$ -	1.00	1.00	865.00	100%	\$ -
67	Standard Valve Box	17.00	Ea	\$ 530.00	\$ 9,010.00	0.00	\$ -	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	0.00	\$ -	2.00	2.00	6,500.00	67%	\$ 2,250.00
70	12" Solid Sleeve	2.00	Ea	\$ 905.00	\$ 1,810.00	0.00	\$ -	2.00	2.00	1,810.00	100%	\$ -
72	4" Solid Sleeve	3.00	Ea	\$ 390.00	\$ 1,170.00	0.00	\$ -	3.00	3.00	1,170.00	100%	\$ -
75	1 1/2" Sleeve	1.00	Ea	\$ 250.00	\$ 250.00	0.00	\$ -	-	-	-	0%	\$ 250.00
76	1 1/4" Sleeve	1.00	Ea	\$ 250.00	\$ 250.00	0.00	\$ -	-	-	-	0%	\$ 250.00
77	2" x 1 1/2" Sleeve Adapter	1.00	Ea	\$ 325.00	\$ 325.00	0.00	\$ -	-	-	-	0%	\$ 325.00
78	2" x 1 1/4" Sleeve Adapter	1.00	Ea	\$ 325.00	\$ 325.00	0.00	\$ -	-	-	-	0%	\$ 325.00
79	Service Connection (Sharp) 6x1	1.00	Ea	\$ 3,300.00	\$ 3,300.00	0.00	\$ -	-	-	-	0%	\$ 3,300.00
80	Service Connection (Sharp) 6x2	1.00	Ea	\$ 1,900.00	\$ 1,900.00	0.00	\$ -	-	-	-	0%	\$ 1,900.00
81	Service Connection (Sharp) 6x3	1.00	Ea	\$ 1,900.00	\$ 1,900.00	0.00	\$ -	-	-	-	0%	\$ 1,900.00
83	4" 45 Fitting	4.00	Ea	\$ 360.00	\$ 1,440.00	0.00	\$ -	15.00	15.00	5,400.00	375%	\$ (3,960.00)
85	4x2 Reducing Fitting	2.00	Ea	\$ 350.00	\$ 700.00	0.00	\$ -	-	-	-	0%	\$ 700.00
87	6x4 Reducing Fitting	1.00	Ea	\$ 315.00	\$ 315.00	0.00	\$ -	-	-	-	0%	\$ 315.00
91	1.5x1.25x6 TEE	1.00	Ea	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	1.00	1.00	1,600.00	100%	\$ -
94	6x6x6 TEE	7.00	Ea	\$ 750.00	\$ 5,250.00	0.00	\$ -	6.00	6.00	4,500.00	86%	\$ 750.00
95	6x6x4 TEE	1.00	Ea	\$ 790.00	\$ 790.00	0.00	\$ -	-	-	-	0%	\$ 790.00
				\$ 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

Plan (Contract):		CIP 2			Application Number:		Pay Application #6					
Application Period:		5/03/2015 to 5/30/2015			Application Date:		6/4/2015					
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	730.00	CY	\$ 9.00	\$ 6,570.00	85.00	\$ 765.00		85.00	6,570.00	100%	\$ -
101	Aggregate Base Type A	85.00	CY	\$ 45.00	\$ 3,825.00	0.00	\$ -	85.00	85.00	3,825.00	100%	\$ -
102	Darkwood Subgrade	250.00	SY	\$ 5.50	\$ 1,375.00	0.00	\$ -					
103	Full Depth PVC Patching (Placement Cold)	250.00	SY	\$ 44.00	\$ 11,000.00	0.00	\$ -				0%	\$ 11,000.00
104	ACCP for Pavement	60.00	CY	\$ 121.00	\$ 7,260.00	0.00	\$ -				0%	\$ 7,260.00
105	Concrete Curb (6" Barrier - Integral)	150.00	LF	\$ 23.50	\$ 3,525.00	0.00	\$ -				0%	\$ 3,525.00
106	4" Concrete Sidewalk	65.00	SY	\$ 58.00	\$ 3,770.00	0.00	\$ -				0%	\$ 3,770.00
107	Manhole (4" Dia) Standard	2.00	Ea	\$ 3,200.00	\$ 6,400.00	0.00	\$ -				0%	\$ 6,400.00
108	Manhole (4" Dia) Drop	6.00	Ea	\$ 3,200.00	\$ 19,200.00	2.00	\$ 6,400.00	4.00	4.00	12,800.00	200%	\$ 16,400.00
110	Ad'dl Depth in MH	25.00	VF	\$ 330.00	\$ 8,250.00	5.00	\$ 1,650.00	20.00	25.00	8,250.00	67%	\$ 6,400.00
111	Video Inspection of Conduit (Pre-Const)	817.00	LF	\$ 2.00	\$ 1,634.00	0.00	\$ -				100%	\$ -
112	Video Inspection of Conduit (Post-Const)	817.00	LF	\$ 2.00	\$ 1,634.00	817.00	\$ 1,634.00	817.00	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	275.00	LF	\$ 52.00	\$ 14,300.00	77.00	\$ 4,004.00	14.00	91.00	4,732.00	33%	\$ 9,568.00
115	Sewer Service Connection	11.00	Ea	\$ 1,300.00	\$ 14,300.00	0.00	\$ -	3.00	3.00	3,900.00	27%	\$ 10,400.00
117	Removal of Concrete Pavement	250.00	SY	\$ 13.00	\$ 3,250.00	0.00	\$ -				100%	\$ -
118	Removal of Sidewalk	65.00	SY	\$ 15.00	\$ 975.00	0.00	\$ -	65.00	65.00	975.00	100%	\$ -
119	Sawing Pavement - 6S	200.00	LF	\$ 2.50	\$ 500.00	0.00	\$ -	200.00	200.00	500.00	100%	\$ -
				\$ 134,735.00					88,443.00	\$ 46,356.00		

Total This Estimate \$ 25,805.00

To Field Unit Price Basis \$ 46,356.00

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 16, 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 # 1
ITEM	ITEM NO.

June 4, 2015	CIP #4	\$244,253.41
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

- I. The above requisition is approved.

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: June 16, 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.

1

Contract Period: 5-1-2015 To 5-30-2015		Application Date: 6/4/2015	
City of McAlester	Contractor: Carstensen Contracting, Inc.	Est. (Engineer): Miles Hunter, P.E.	
Project: Reconstruction of South Avenue	Contract: CIP 4	Approved Budget: 240	Approved Users: 0
Contractor's Project No.: 15292		Contractor's Estimate No.: #6005601	

Application for Payment

Approved Change Orders		
Number	Additions	Deductions
	0	
TOTALS	0	
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$	2,853,425.45
2. Net change by Change Orders	\$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	2,853,425.45
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)	\$	101,370.75
5. MATERIALS STORED ON HAND	\$	155,738.10
a. Paid This Estimate	\$	155,738.10
b. Removed This Estimate	\$	
5. RETAINAGE:		
a. 5% x \$ 257,108.85 Work Completed	\$	12,855.44
b. x \$ 300.00 Liquidated Damages	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	12,855.44
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	244,253.41
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	
8. AMOUNT DUE THIS APPLICATION	\$	244,253.41
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 8 Above)	\$	2,752,054.70

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 of 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.

 6/8/15

Payment of: \$ 244,253.41
(Line 8 or other - attach explanation of other amount)

is recommended by:  6/12/15
(Date)

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

is approved by: _____
(Date)

Approved by: _____
(Date)

Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract):		CIP 4		Application Number:		Pay Application #1	
Application Period:				Application Date:			
Pay Item No.	ITEM Description	B Scheduled Value	C Work Completed		E Materials Presently	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period			
South Ave - Roadway							
1	Clearing and Grubbing	\$ 6,873.00	\$ -		\$ -	\$ -	0.00
4	Type A Salvaged Topsoil	\$ 15,577.00	\$ -		\$ -	\$ -	0.00
42	Removal of Structures & Obstructions	\$ 14,984.00	\$ -		\$ -	\$ -	0.00
55	Construction Traffic Control	\$ 24,540.00	\$ -	\$ 9,280.00	\$ -	\$ 9,280.00	0.50
56	Traffic Items	\$ 18,100.00	\$ -		\$ -	\$ -	0.00
52	SWPPP Documentation and Management	\$ 8,745.00	\$ -	\$ 2,186.25	\$ -	\$ 2,186.25	0.25
54	Mobilization	\$ 76,395.00	\$ -	\$ 76,395.00	\$ -	\$ 76,395.00	1.00
57	Construction Staking Level II	\$ 27,495.00	\$ -	\$ 2,749.50	\$ -	\$ 2,749.50	0.10
South Ave - Water							
105	CLSM Backfill - Fill Existing Waterline	\$ 28,905.00	\$ -		\$ -	\$ -	0.00
106	Hydrastic Pressure Testing & Obstruction	\$ 11,757.00	\$ -		\$ -	\$ -	0.00
107	IP Master Meter Vault For Puterbaugh School	\$ 26,237.00	\$ -		\$ -	\$ -	0.00
108	IP Master Meter Vault For Will Rogers School	\$ 26,155.00	\$ -		\$ -	\$ -	0.00
109	Remove Exist Master Meter Vault For Puterbaugh School	\$ 3,940.00	\$ -		\$ -	\$ -	0.00
110	Remove Exist Master Meter Vault For Will Rogers School	\$ 3,940.00	\$ -		\$ -	\$ -	0.00
South Ave - Sewer							
112	CLSM Backfill - Fill Existing Waterline	\$ 8,163.00	\$ -		\$ -	\$ -	0.00
122	Leakage Test (Sanitary Sewer Manholes) (By Reg. Pres./vacuum)	\$ 1,550.00	\$ -		\$ -	\$ -	0.00
123	Deflection & Leakage Test (Sanitary Sewer Inlets)	\$ 3,055.00	\$ -		\$ -	\$ -	0.00
		\$ 304,479.00				\$ 90,618.75	

Total This Estimate \$ 90,618.75

To Finish Lump Sum Items \$ 209,818.25

Progress Estimate (S.AVE Water)

Contractor's Application

For (contract):		CIP 4			Application Number:		Pay Application #1					
Application Period:					Application Date:							
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	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (D - F)
73	Unvalved Excavation	1,000.00	CF	\$ 14.00	\$ 14,000.00	0.00	\$ -					
74	8" Polyvinyl Chloride (PVC) Pipe	2,285.00	LF	\$ 44.50	\$ 101,562.50	0.00	\$ -					
75	8" Polyvinyl Chloride (PVC) Pipe	150.00	LF	\$ 36.60	\$ 5,490.00	0.00	\$ -					
76	4" Polyvinyl Chloride (PVC) Pipe	50.00	LF	\$ 33.00	\$ 1,650.00	0.00	\$ -					
77	12" Polyvinyl Chloride (PVC) Pipe	50.00	LF	\$ 33.50	\$ 1,675.00	0.00	\$ -					
78	Flap Hydrant and Assembly R.L.	5.00	EA	\$ 3,348.00	\$ 16,740.00	0.00	\$ -					
79	8" Gate Valve R.L.	30.00	EA	\$ 1,089.00	\$ 32,670.00	0.00	\$ -					
80	6" Gate Valve R.L.	6.00	EA	\$ 1,713.00	\$ 10,278.00	0.00	\$ -					
81	4" Gate Valve R.L.	2.00	EA	\$ 937.00	\$ 1,874.00	0.00	\$ -					
82	Standard Valve Box	24.00	EA	\$ 104.00	\$ 2,496.00	0.00	\$ -					
83	8" Solid Storm R.L.	1.00	EA	\$ 405.00	\$ 405.00	0.00	\$ -					
84	6" Solid Storm R.L.	1.00	EA	\$ 307.00	\$ 307.00	0.00	\$ -					
85	4" Solid Storm R.L.	1.00	EA	\$ 171.50	\$ 171.50	0.00	\$ -					
86	12" Solid Storm Coupling R.L.	4.00	EA	\$ 282.00	\$ 1,128.00	0.00	\$ -					
87	12" 45' Fitting R.L.	10.00	EA	\$ 424.00	\$ 4,240.00	0.00	\$ -					
88	12" 45' Fitting (Overhaul) R.L.	12.00	EA	\$ 945.00	\$ 11,340.00	0.00	\$ -					
89	12" 45' Fitting R.L.	2.00	EA	\$ 133.00	\$ 266.00	0.00	\$ -					
90	12" 45' Fitting (Overhaul) R.L.	12.00	EA	\$ 523.00	\$ 6,276.00	0.00	\$ -					
91	12" 45' Fitting R.L.	0.80	EA	\$ 496.00	\$ 396.80	0.00	\$ -					
92	12" 45' Fitting R.L.	4.80	EA	\$ 247.00	\$ 1,185.60	0.00	\$ -					
93	8" 22 1/2" Fitting R.L.	1.80	EA	\$ 123.00	\$ 221.40	0.00	\$ -					
94	8" 22 1/2" Fitting R.L.	4.80	EA	\$ 480.00	\$ 2,304.00	0.00	\$ -					
95	8" x 4" Reducing Elbow R.L.	5.00	EA	\$ 476.00	\$ 2,380.00	0.00	\$ -					
96	8" x 4" Reducing Elbow R.L.	1.00	EA	\$ 476.00	\$ 476.00	0.00	\$ -					
97	4" x 2" Reducing Elbow R.L.	1.00	EA	\$ 226.00	\$ 226.00	0.00	\$ -					
98	8" x 6" Tee R.L.	3.00	EA	\$ 900.00	\$ 2,700.00	0.00	\$ -					
99	8" x 6" Tee R.L.	3.00	EA	\$ 900.00	\$ 2,700.00	0.00	\$ -					
100	8" x 6" Tee R.L.	2.00	EA	\$ 812.00	\$ 1,624.00	0.00	\$ -					
101	8" Tee R.L.	1.00	EA	\$ 400.00	\$ 400.00	0.00	\$ -					
102	12"x 8" Water Service Connection (Standard) 12"x 8"	11.00	EA	\$ 1,749.00	\$ 19,239.00	0.00	\$ -					
103	12"x 8" Water Service Connection (Standard) 12"x 8"	33.00	EA	\$ 1,849.00	\$ 60,813.00	0.00	\$ -					
104	12" Water Service Connection (Standard) 12"x 8"	1.80	EA	\$ 1,170.00	\$ 2,106.00	0.00	\$ -					
					\$ 265,599.00							
										\$ 265,599.00		

Total This Estimate \$ -

To Finish (not in Price Items) \$ 265,599.00

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 15, 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: 34617
ITEM	ITEM NO.

May 31, 2015	CIP #2	\$9,660.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was

actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: June 15, 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

May 31, 2015
 Project No: 6005029.000
 Invoice No: 34617

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 May 01, 2015 to May 31, 2015

Phase 002 6th Street
 Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	36,750.00	60.00	22,050.00
Materials Testing	11,550.00	60.00	6,930.00
Audit Services	4,500.00	0.00	0.00
Total Fee	52,800.00		28,980.00
		Previous Fee Billing	19,320.00
		Current Fee Billing	9,660.00
	Total Fee		9,660.00
		Total this Phase	\$9,660.00
		Total this Invoice	\$9,660.00

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 15, 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.

Poe and Associates, Inc.	874081029
CREDITOR	TRUST NO.

1601 Northwest Expressway, Suite 400 Oklahoma City, OK 73118
MAILING ADDRESS

Professional Services	Invoice: WIC 9593
ITEM	ITEM NO.

June 10, 2015	CIP # 4	\$3,430.89
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was

actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: June 15, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

INVOICE



POE & ASSOCIATES, INC.
 1601 Northwest Expressway, Suite 400
 Oklahoma City, OK 73118

405.949.1862

Invoice #: WIC 9593
Project: 102096

Invoice Date: 06/10/2015

Federal ID No: 73-1293747

City of McAlester - CIP #4

City of McAlester Public Works Department
Attn: John Modzelewski, PE, CFM
City Engineer/Ublic Works Director
28 East Washington Ave
McAlester, OK 74501

CIP #4
 2013 Street Reconstruction Program
 Sixth Street
 South Avenue
 Last Invoice:
 05/07/2015

For Professional Services Rendered through:				May 22, 2015	TOTAL TO DATE	THIS INVOICE
Design & Utility Survey						
A Sixth Street	100.00%	x	33,516.50	33,516.50	0.00	
B South Avenue	100.00%	x	38,516.50	38,516.50	0.00	
Geotechnical Study						
	100.00%	x	10,449.00	10,449.00	0.00	
Utilities Plan & Coordination						
	99.28%	x	36,760.00	36,496.75	172.50	
Roadway Plan						
A Sixth Street	98.69%	x	68,329.60	67,432.07	1,258.39	
B South Avenue	99.50%	x	95,121.63	94,647.90	2,000.00	
PROJECT TOTAL			282,693.23	281,058.72	3,430.89	
TOTAL INVOICES TO DATE						\$281,058.72
TOTAL PREVIOUS INVOICES						\$277,627.83
AMOUNT DUE						\$3,430.89

POE & ASSOCIATES, INC.
 Consulting Engineers

By: _____
 Authorized Representative

INVOICE AMOUNT: \$3,430.89



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

May 27, 2015

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

Re: Permit No. WL000061150411
City of McAlester
Facility No. 1020609

Dear Mr. Priddle:

Enclosed is Permit No. WL000061150411 for the construction of 90 linear feet of two (2) inch PVC potable water line, 240 linear feet of four (4) inch PVC potable water line, 1,255 linear feet of six (6) inch PVC potable water line, linear feet of eight (8) inch PVC potable water line, 140 linear feet of twelve (12) inch PVC potable water line, and all appurtenances to serve the City of McAlester, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 27, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Very truly yours,

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

AD/RC/bg

Enclosure

c: Stan Ketchum, Regional Manager, DEQ
MCALESTER DEQ OFFICE
Richard G. Petricek, P.E., Poe & Associates, Inc.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000061150411

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

May 27, 2015

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct 90 linear feet of two (2) inch PVC potable water line, 240 linear feet of four (4) inch PVC potable water line, 1,255 linear feet of six (6) inch PVC potable water line, linear feet of eight (8) inch PVC potable water line, 140 linear feet of twelve (12) inch PVC potable water line, and all appurtenances to serve the City of McAlester, located in Sections 6 and 7, T-5-N, R-15-E, Pittsburg County, Oklahoma, in accordance with the plans approved May 27, 2015.

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

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

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000061150411

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000061150411

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

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

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

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

AS





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

May 27, 2015

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

Re: Permit No. SL000061150412
City of McAlester
Facility No. S-20637

Dear Mr. Priddle:

Enclosed is Permit No. SL000061150412 for the construction of 591 linear feet of eight (8) inch PVC sanitary sewer line, 797 linear feet of ten (10) inch PVC sanitary sewer line, 274 linear feet of twelve (12) inch sanitary sewer line, and all appurtenances to serve the City of McAlester, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 27, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "D. Adam Divine, E.I.", is written over the typed name.

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

AD/RC/bg

Enclosure

c: Stan Ketchum, Regional Manager, DEQ
MCALESTER DEQ OFFICE
Richard G. Petricek, P.E., Poe & Associates, Inc.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000061150412

SEWER LINES

FACILITY No. S-20637

PERMIT TO CONSTRUCT

May 27, 2015

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct 591 linear feet of eight (8) inch PVC sanitary sewer line, 797 linear feet of ten (10) inch PVC sanitary sewer line, 274 linear feet of twelve (12) inch sanitary sewer line, and all appurtenances to serve the City of McAlester, located in Sections 6 and 7, T-5-N, R-15-E, Pittsburg County, Oklahoma, in accordance with the plans approved May 27, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

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

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000061150412

SEWER LINES

FACILITY No. S-20637

PERMIT TO CONSTRUCT

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000061150412

SEWER LINES

FACILITY No. S-20637

PERMIT TO CONSTRUCT

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

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

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

10



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

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

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

BACKGROUND

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

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

1) TERM

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

2) SERVICES

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

2.2 The Operator shall:

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

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

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

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

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

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

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

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

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

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

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

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

3) REPAIRS AND MAINTENANCE

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

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

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

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

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

4) CHEMICALS

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

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

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

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

5) ELECTRICITY

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

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

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

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

6) AUTHORITY OBLIGATIONS

6.1 The Authority shall:

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

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

7) FEES AND PAYMENT

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

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

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

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

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

8) TERMINATION

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

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

9) FINES, INDEMNIFICATION AND LIMITATION

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

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

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

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

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

10) INSURANCE

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

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

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

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

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

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

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

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

11) DISPUTES

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

12) INITIAL CAPITAL IMPROVEMENT AND PROFESSIONAL SERVICES PROJECTS

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

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

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

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

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

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

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

13) MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MCALESTER PUBLIC WORKS AUTHORITY:

By: Sam Ham
Title: Mayor

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By: Dave Abbas
Title: V.P.

Schedule 1: The Services

The Services include:

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

Routine preventive maintenance

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

Schedule 2: The Facilities

1 Water Supply

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

2 Water Treatment Plant

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

3 Storage Tanks

The following storage tanks are included in the Facilities:

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

5 Booster Stations

The following booster stations are included in the Facilities:

- a. KFC Station
- b. Summit Ridge

Schedule 3: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 4: Authority's Permits

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

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



received
8-1-08

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY
Governor

July 28, 2008

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

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

Dear Mr. Medley:

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

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

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

Sincerely,

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

CMP/TK/kw

Enclosures

c: McAlester DEQ Office
Stan Ketchum, DEQ Regional Manager



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

AUTHORIZATION NUMBER: OKG380039 FACILITY ID NUMBER: W-20603
--

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

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

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

SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14,
Township 6 North, Range 14 East, Indian Meridian,
Pittsburg County, State of Oklahoma

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

at a point located approximately:

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

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

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

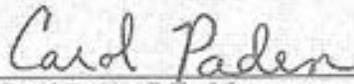
This Authorization shall become effective on January 1, 2008.

This Authorization shall expire at midnight December 31, 2012.

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

Issued this 28th day of July, 2008.

For the Oklahoma Department of Environmental Quality:



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

PART I

A. Effluent Limitations and Monitoring Requirements

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

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

^a When discharging.

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

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

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

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

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

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

B. Reporting and Monitoring Requirements

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

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

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

PART II
OTHER PERMIT REQUIREMENTS

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

PART III. STANDARD CONDITIONS FOR OPDES MUNICIPAL/DOMESTIC PERMIT

SECTION A. Definitions

In addition to the definitions included in the Oklahoma Pollutant Discharge Elimination System Act (OPDES Act), Title 27 O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder (See OAC 252-606); the following definitions shall apply to this permit:

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

SBR Composite Sample:

SBR Sample

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

Single Composite SBR Sample

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

Two-Cycle Composite SBR Sample

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

Three-Cycle Composite SBR Sample

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

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

SECTION B. Monitoring, Record Keeping, Reporting and Liabilities

1. Monitoring

a. Site and Frequency

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

b. Representative Samples

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

c. Averaging of Measurements

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

d. Additional Monitoring by the Permittee

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

2. Testing Requirements

a. Methods

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

b. Maintenance and Calibration

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

c. Quality Control

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

3. Flow Measurements

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

4. Records

a. Contents

Records of monitoring information shall include:

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

b. Retention

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

5. Discharge Monitoring Reports (DMRs)

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

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

6. Noncompliance Reports

a. Twenty-Four Hour Reporting

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

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

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

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

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

b. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under Part III, Sections B.5 and B.6.a or the reporting requirements of any Schedule of Compliance included in Part I, Section B at the time monitoring reports are submitted. The reports shall contain the information listed at Part III, Section B.6.a.

7. Oil and Hazardous Substance Liability

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

8. Criminal, Civil and Administrative Penalties

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

SECTION C. Other Conditions

1. Permit Application

a. Timely Application

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

b. Date of Application

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

c. Relevant Facts

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

2. Changes

a. Change in discharge

(1) Anticipated Noncompliance

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

noncompliance with permit requirements.

(2) Municipal Permits

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

(3) Other Permits

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

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

b. Transfer of Ownership or Control

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

3. Property Rights

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

4. Duty to Comply

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

5. Duty to Mitigate

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

6. Duty to Halt or Reduce Activity

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

7. Duty to Provide Information

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

8. Permit Modification, Suspension and Revocation

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

9. Proper Operation and Maintenance

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

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

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

10. Power Failure

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

11. Upsets and Bypasses

a. Upsets

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

b. Bypasses

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

12. Percent Removal

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

13. Right of Entry

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

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

14. Toxic Effluent Standards

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

15. Signatory Requirements

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

- a. All permit applications shall be signed as follows:
 - (1) For a corporation - by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
 - (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or,
 - (b) The manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (2) For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
 - (3) For a municipality, state, federal, or other public agency - by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:
 - (a) The chief executive officer of the agency, or
 - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
- b. All reports required by the permit and other information requested by the Executive Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - (1) The authorization is made in writing by a person described above;
 - (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. A duly authorized representative may thus be either a named individual or an individual occupying a named position; and,
 - (3) The written authorization is submitted to the Executive Director.
- c. Certification. Any person signing a document under this section shall make the following certification:

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

16. Confidentiality

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

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

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

FORM 2MW

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

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

SECTION I

1. Legal name of applicant:

M² Alester Public Works Authority

2. Mailing address of applicant:

Street Address or PO Box P.O. Box 578

City M² Alester County Pittsburg State Oklahoma Zip Code 74502

Telephone (918) 423-9300 Ext. 4995 Fax (918) 421-4970

E-mail Address david.medley@cityofmcalester.com

3. Name and address of facility:

Facility Name M² Alester Water Treatment Plant

Street Address 5200 Water Works Road

City M² Alester County Pittsburg State Oklahoma Zip Code 74501

Telephone (918) 423-0267 Fax (918) 424-8124

E-mail Address wtrplte@cityofmcalester.com

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

Legal Description of Facility Location SW ¼ NE ¼ Section 14 Township 6N Range 14E

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

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

6. Contact Person:

Name and Title David R. Medley

Address P.O. Box 578 City M² Alester

County Pittsburg State Oklahoma Zip Code 74502 Telephone (918) 423-9300 Ext. 4995

Fax (918) 421-4970 Cell Phone (918) 424-4454

E-mail Address David.Medley@cityofmcalester.com

7. Type of discharge:

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

8. Type of treatment for filter backwash water:

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

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

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

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

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

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

12. Discharge point number (List all outfalls)	Total volume presently discharged in mgd
---	---

<u>001</u>	<u>.090</u>
<u>002 (if applicable)</u>	_____
<u>003 (if applicable)</u>	_____

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

Outfall 001:

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

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

Latitude: 34°59'40.15 N Longitude: 95°41'41.49 W

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

Outfall 002 (if applicable):

Name of receiving water(s): NA

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

Latitude: _____ N Longitude: _____ W

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

Outfall 003 (if applicable):

Name of receiving water(s): NA

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

Latitude: _____ N Longitude: _____ W

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

14. Water Treatment Plant Residuals generated by this facility:

A. Land application of residuals

Residuals management plan, if any:

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

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

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

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

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

B. Landfilled residuals

Name of Landfill McAlester Municipal Landfill

Landfill permit number 3561012

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

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

No

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

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

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

Certification:

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

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

Name (print) Steve Harrison
Title Chairman
Date _____
Signature _____

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

Notary Public My commission expires _____

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

Please return completed form with attachments to:

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

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

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

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

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

Schedule 5: Annual Base Fee and Compensation Formula

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

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

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

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

2) Annual Base Fee:

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

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

3) Compensation Adjustment Formula

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

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

where:

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

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

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

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

Schedule 6: Baseline Conditions

Schedule 6: Baseline Conditions

- Water Plant Annual Daily Average Production 4.25 MGD

The water plant flow meter does not function and actual reported flows are not validated. The past 12 monthly MORs reported an average flow of 4.227 MGD. 4.25 MGD was used to establish the chemical use quantities. Therefore, it is recommended the baseline flow condition be set at 4.25 MGD annual average and this will be confirmed and adjusted in conjunction with Article 2.1 after proper metering is installed.

- Raw Water Quality Baseline Conditions are annual averages as recorded in MROs from the previous 12 months

Raw Water pH 7.2

Raw Water Fe 3.37 mg/l

Raw Water Mn 0.24 mg/l

Raw Water Turbidity 105 NTU

Raw Water TOC 5.55 mg/l

Raw Water Alkalinity 29.5 mg/l

FIRST AMENDMENT
TO THE
WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT

between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

McALESTER PUBLIC WORKS AUTHORITY

Dated April 22, 2014

THIS FIRST AMENDMENT (the "First Amendment") is made on this 23rd day of October, 2014, by and between the McAlester Public Works Authority, a public trust organized under the laws of the State of Oklahoma (hereinafter the "Authority"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator"). The Authority and Operator may be referred to as a "Party" or collectively as the "Parties".

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

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

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

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

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

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

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

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

The Annual Electricity Limit shall be deleted;

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

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

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

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

IN WITNESS WHEREOF, the Authority and the Operator have caused this First Amendment to the Agreement to be executed in their respective names by their duly authorized representatives on this 23rd day of October 2014.

McAlester Public Works Authority:

By: Steve Harrison
Name: Steve Harrison
Title: Mayor/Chairman

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:

By: William Mertes
Name: William Mertes
Title: SVP Operations and Service Delivery



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 11, 2015



City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, OK 74502-0578

RE: Member : City of McAlester
Claimant : Leslie Truly
Date of Loss : 3/17/2015
Claim No. : 200470-LR

Dear Ms. Middleton:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of McAlester that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 2/15/16, you must deny this claim in writing before 2/15/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Lori Randall
Claims Examiner



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June 10, 2015

Leslie J. Truly
719 South 12th Street
McAlester, OK 74501

RE: Member	:	City of McAlester
Claimant	:	Leslie Truly
Date of Loss	:	3/17/15
Claim No.	:	200470-LR

Dear Ms. Truly:

We represent the City of McAlester for their general liability coverage.

Title 51 O.S. Section 155.1 of the Governmental Tort Claims Act – “Claim Founded upon Loss Occurring from Defect or Dangerous Condition on Road, Street or Highway” states:

“To the extent that the state is required by law to maintain a road, street, or highway within the territorial limits of a political subdivision, the political subdivision shall not be liable for any loss occurring from a defect or dangerous condition in the area required to be maintained by the state.”

The above-mentioned accident occurred on the access road of Highway 69, which is maintained by the State of Oklahoma. Therefore, we are taking no further action regarding your claim.

Sincerely,

Lori Randall
Claims Adjuster

cc: City of McAlester



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May 27, 2015

Leslie Truly
719 S. 12th Street
McAlester, OK 74501

Re: Member	:	City of McAlester
Claimant	:	Leslie Truly
Date of Loss	:	3/17/2015
Claim Number	:	200470-LR

Dear Ms. Truly,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Lori Randall
Claims Examiner

LR/as

cc: City of McAlester

**FAX MESSAGE
FROM
OMAG
Oklahoma Municipal Assurance Group
3650 S. BOULEVARD, EDMOND, OK 73013-5581**

PAGE 1 OF 2

Bus: (405) 657-1400

Fax: (405) 657-1401

DATE: 5/27/15

FAX: 918-421-4971

TO: City of McAlester

ATTN: Cora Middleton

FROM: OMAG Claims Department

RE: Acknowledgement Letter

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

Cora Middleton

From: Cora Middleton
Sent: Friday, May 22, 2015 2:32 PM
To: 'claimsdepartment@omag.org'
Subject: Tort Claim
Attachments: Claim letter and repair invoice, L. Truly.pdf

To Whom It May Concern:

Attached is a letter and copy of **repair invoice for alleged damaged** to a tire on a 2010 Hyundai Genesis Coupe owned by Leslie Truly. Ms. Truly **claims this damage occurred** while she was traveling south on the access/service road for Hwy 69 **south on March 17, 2015**. This service road is owned and maintained by the State of Oklahoma and to my knowledge this is the first notice that was received by my office regarding the road and this incident.

If you need any further information please contact through this email address or the phone number listed below.

Thank you,

*Cora Middleton, CMC
City of McAlester
City Clerk
P.O. Box 578
McAlester, OK 74502
(918)423-9300 Ext. 4956*

LESLIE J. TRULY
LITIGATION PARALEGAL / LEGAL INVESTIGATOR
719 South 12th Street
McAlester, OK 74501
(918) 916-6907



May 19, 2015

City of McAlester
Attn: Administration – Street Dept.
1212 North West Street
McAlester, OK 74501

RE: Damage caused by pothole – 03/17/15

Dear Sirs:

I am writing to you regarding damage to my vehicle caused by a pothole on March 17, 2015.

I was traveling behind another vehicle on the access road south-bound towards Choctaw Casino. As I approached same and due to the gravel and standing water, I did not see a VERY deep pothole. My front tire and wheel struck the pothole with extreme force due to the depth of it, causing immediate damage to my tire and rim. I stopped my vehicle and got out to inspect the damage. The tire had a huge “bubble” coming from same and the rim appeared bent.

Due to fear of the tire blowing out, I drove carefully the short distance to Jim’s Tire & Brake for assistance. Jim advised that I was the 4th person whom had sustained damage from the pothole the past two days. Further, on Highway 69, he also advised he had to go into his shop on a Sunday in order to assist out of town/state travelers whom had also hit a very large pothole on the highway.

While thankfully I was unhurt, I did have to replace my tire. The rim was able to be straightened out. I have enclosed a copy of the Invoice for replacing the tire at Jim’s Tire & Brake. I respectfully request that I be reimbursed in the amount of \$140.05 for my tire. While we had experienced a rather eventful winter and snow storm in March, there was almost a week and an one half that the weather was clear. Since it is my understanding that the dangerous situation had been reported to the City already – aside from the fact it was a condition the street department should have known or should have expected – I do believe my request is a reasonable one.

Please respond in writing as to your position on this matter no later than May 29, 2015. If we are unable to reach an agreement or my request for reimbursement is denied, I will pursue all legal remedies available to me. I sincerely doubt, however, that this is not a matter that cannot be resolved fairly quickly and amicably.

Thank you in advance for your consideration. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

LESLIE TRULY

Jims Tire and Brake

1700 S George Nigh Expressway
 McAlester, OK. 74501

Phone: 918-429-0330 Fax: 918-429-0326

INVOICE

31456

Org. Est. # 001682

INVOICE

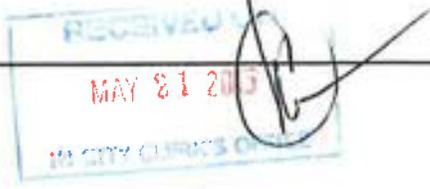
TRULY, LESLIE

Print Date: 03/17/2015

2010 Hyundai - Genesis Coupe 2.0T Premium - 2L, In-Line4
 Lic #: 115FIY - OK Odometer In : 0

Home : 918-916-6907
 Cust ID : 16079

VIN # : KMHHT6KD0 AU029775



Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
2254518 NEXEN CP662 A/S BLK Size:	1.00	120.79	120.79	Balance one wheel	0.11	7.92
2254518 11075N				Remove wheel from vehicle. Computer spin balance. Reinstall wheel to vehicle and torque lug nuts to manufacturer's specifications.		
Tire Fee 1	1.00	2.50	2.50	Hazardous Materials		1.00
Shop Supplies			1.20			

Org. Estimate	140.05	Revisions	0.00	Current Estimate	140.05	Labor:	7.92
						Parts:	121.99
						Sub:	129.91
						Tax:	6.64
						Fee(s):	3.50
						Total:	140.05
						Bal Due:	\$0.00

[Payments - Visa - \$140.05]

Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.
 THANK YOU FOR YOUR BUSINESS FIND US ON FACEBOOK.COM/JIMSTIREMCALESTERORWWW.JIMSTIREANDBRAKEINC.COM

Signature _____ Date _____ Time _____



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June 2, 2015

City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, OK 74502-0578

RE: Member : City of McAlester
Claimant : ~~Cora Middleton~~ *sheryl poinklester*
Date of Loss : 4/13/2015
Claim No. : 200324-KW

Dear Ms. Middleton:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of McAlester that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 7/21/15, you must deny this claim in writing before 7/21/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Kyle Waid
Claims Examiner



Oklahoma Municipal Assurance Group

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June 2, 2015

Sheryl Poindexter
201 N. Main Street
Eufaula, OK 74432

RE: Member : City of McAlester
 Claimant : Sheryl Poindexter
 Date of Loss : 4/13/2015
 Claim No. : 200324-KW

Dear Ms. Poindexter:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of McAlester, I am recommending denial of this claim and find no liability on the City's part for this claim.

Sincerely,

Kyle Waid
Claims Examiner

cc: City of McAlester



Oklahoma Municipal Assurance Group

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April 29, 2015

Sheryl Poindexter
201 N. Main Street
Eufaula, OK 74432

Re: Member	:	City of McAlester
Claimant	:	Sheryl Poindexter
Date of Loss	:	4/13/2015
Claim Number	:	200324-KW

Dear Ms. Poindexter,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Kyle Waid
Claims Examiner

KW/jp

cc: City of McAlester

**FAX MESSAGE
FROM
OMAG
Oklahoma Municipal Assurance Group
3650 S. BOULEVARD, EDMOND, OK 73013-5581**

PAGE 1 OF 2

Bus: (405) 657-1400

Fax: (405) 657-1401

DATE: 4/29/15	FAX: 918-421-4971
TO: City of McAlester	ATTN: Cora Middleton
FROM: OMAG Claims Department	RE: Acknowledgement Letter

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

*****Please note our new address as well as our new phone and fax numbers*****

Cora Middleton

From: Cora Middleton
Sent: Monday, April 27, 2015 11:44 AM
To: 'claimsdepartment@omag.org'
Subject: Notice of Tort Claim
Attachments: photo 9.JPG; 4-13-15 Damage Report Denali.docx; Notice of Tort Claim 2nd page.pdf; Notice of Tort Claim, 1st page and related information.pdf; photo 1.JPG; photo 2.JPG; photo 3.JPG; photo 4.JPG; photo 5.JPG; photo 6.JPG; photo 7.JPG; photo 8.JPG

To Whom It May Concern:

Attached are documents that are related to a claim filed by Sheryl Poindexter. Ms. Poindexter alleges that on April 13, 2015 she damaged her vehicle when she drove into an "unmarked" trench.

This area has been under construction for the past several months, is clearly marked as construction and is supposed to open to local traffic.

Please process and if you need any further information, do not hesitate to contact me.

Thank you,

*Cora Middleton, CMC
City of McAlester
City Clerk
P.O. Box 578
McAlester, OK 74502
(918)423-9300 Ext. 4956*

4/27/2015

APR 22 2015

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities.

CLAIMANT(S) Sheryl Bichel Pank... CLAIMANT(S) SOCIAL SECURITY NO... ADDRESS 201 N. Mc... CLAIMANT(S) DATE OF BIRTH... PHONE HOME: 1... BUS: 918 689 4800

1. DATE AND TIME OF INCIDENT 4/13/15 11:00 a.m. 1:00 p.m. 2. LOCATION OF INCIDENT 17th St 3rd rd

3. DESCRIBE INCIDENT Headed to Shop home on 17th St. Missed the house. Went turn around in driveway water was running down the rd. Turned u to find NO DEVELOPER PUBLIC about 3ft

BODILY INJURY: WAS CLAIMANT INJURED? YES NO X If yes, complete this section Describe injury... WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO If so, please give name, address and phone number of company... NAME OF DOCTOR OR HOSPITAL... ALL MEDICAL BILLS (attach Copies) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL BODILY INJURY \$

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required. VEHICLE NAME BMC Denali BODY TYPE SUV YEAR 2015 NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required. IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS... PROPERTY DAMAGE (attach repair bills or two estimates) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL PROPERTY \$

5. NAME OF YOUR INSURANCE CO Farmers Will 918 POLICY NO 465 5788 AMOUNT CLAIMED 0.00 AMOUNT RECEIVED 0.00

6. The names of any witnesses known to you. Christina Riley 3rd St Eufaula Name Address Phone Number Michael Salsar wife 34 Harper Dr McAlester 74501 Name Address Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM. TOTAL CLAIM \$ 4132.97

Shyl Bichel Pank SIGNATURE(S)

4/15/2015 DATE

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on Wednesday, April 22, 2015

For further information on this claim contact Doug Basinger

(Title) Safety/Risk Mgmt. Officer, by telephone at 918 423-9300 ext. 4931

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Repair Estimate, Repair Invoice, photos of area and statement from Safety/Risk Mgmt. officer

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: Cora Middleton Date April 27, 2015

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
4130 N. Lincoln Blvd
Oklahoma City, OK 73105-5209
Fax (405) 525-0009

SERVICE INVOICE

DUNN COUNTRY MOTORS, LLC.

BUICK-GMC-CHEVROLET

P.O. BOX 551 700 BIRKES ROAD

EUFULA, OK 74432

PHONE: (918) 689-2595 FAX: (918) 689-3871

www.dunncountrymotors.com

CUSTOMER NAME AND ADDRESS
 POINDEXTER, SHERYL R
 201 NORTH MAIN STREET
 EUFAULA, OK 74432
 EML: realestateblonde@hotmail.com

JOB #	MILEAGE IN	MILEAGE OUT	CUST #	HOME TELEPHONE	PHONE WHEN READY	DELIVERY DATE	LABOR RATE	ADVISOR	R.O. NUMBER
5066	7656	7656	CASH	918 617-0042		11/19/2014	85.00	REGGY S	85066

VEHICLE IDENTIFICATION	STOCK NO.	YR.	MAKE & MODEL	LICENSE NO.	CROSS REF R.O. #	R.O. DATE	PAGE
1GKS2CKJXFR290072		2015	GMC YUKON DENALI	A		04/21/2015	1

SALESMAN	POLICY	DEDUCTIBLE	ORIG INV DATE/TIME	P.O. #
PEEWEE			04/21/15 1522	

LINE	TECH NAME & ID	DESCRIPTION	QTY	NET AMOUNT
1	ROBERT SPI-02	ONE TIRE HAS A BULGE IN IT - REPLACE INSPECT --- CUSTOMER --- FOR DAMAGE ONE TIRE		
	SK:01 MT	OPER/CODE:TIRE	DESC:'IRE	0.5 10.00 *
		20967936	B2854522	234.67 234.67
		**TIRE	TIRE DISPOSAL F	4.18 2.50

****IMPORTANT*****
 * YOU MAY RECEIVE A SURVEY BY MAIL AFTER YOUR VISIT HERE *
 * TODAY. WE NEED FOR YOU TO RETURN THIS SURVEY AND MARK *
 * COMPLETELY SATISFIED. IF THERE IS ANY REASON WHY YOU *
 * CANNOT RETURN THE SURVEY "COMPLETELY SATISFIED", PLEASE *
 * CONTACT CRAIG SO WE CAN HELP. THANK YOU! *

PAID
 APR 21 2015
 BY: me

CRD: #VMC 271.14

DISCLAIMER OF WARRANTIES Any warranty on the product sold hereby will be void if the manufacturer, the seller, dealer, or service center is not notified in writing of any defect or damage to the product within 30 days of the date of purchase. The manufacturer, seller, dealer, or service center is not responsible for any damage to the product caused by misuse, neglect, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipment by the supplier of components. If parts must be used, you, the customer, warrant to operate the vehicle under the terms described on the invoice. However, we warrant for the purpose of carrying out the repairs as expressed in this invoice. This invoice does not constitute an offer to finance the repair of any vehicle.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
 I hereby authorize the repair work described on this invoice to be done using the necessary parts and agree that you are not responsible for loss or damage to vehicle or contents left in vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipment by the supplier of components. I hereby warrant that you, the customer, warrant to operate the vehicle under the terms described on the invoice. However, we warrant for the purpose of carrying out the repairs as expressed in this invoice. This invoice does not constitute an offer to finance the repair of any vehicle.

LABOR AMOUNT	10.00
PARTS AMOUNT	234.67
OTHER TAXABLE	
OTH NON TAXABLE	2.50
MISC. CHARGES	.50
SALES TAX	23.47
DEDUCTIBLE	

Customer Copy

Signature of Person Responsible **X**
 or Agent for Person Responsible

0421151522-1	TOTAL:	271.14
--------------	---------------	---------------

PORT CITY BODY SHOP, INC

"where quality meets convenience"

2000 BIRKES ROAD
BUEAULA, OK 74432
(918)689-4888 FAX (918)689-4224

FAX COVER SHEET

ROBERT LAWSON

JUSTIN BACON

TO: *Roggy*

FAX# *689-3871*

CLAIM#

CUSTOMER:

Sherly Poindexter

COMMENTS:

Preliminary Estimate

Customer: Bishsel, Poindexter, Sheryl

Job Number:

Vehicle: 2015 GMC YUKON 4X4 DENALI 4D UTV B-6.2L-F1

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER				4.0	2.2
2	Rpr	RT Fender Yukon					0.9
		Add for Clear Coat				2.0	2.0
4	Rpr	LT Fender Yukon					-0.2
5		Overlap Major Non-Adl. Panel					0.4
6		Add for Clear Coat					
7		PILLARS, ROCKER & FLOOR				1.0	
oper	Rep	RT Running board	NOT LISTED	1	\$50.00	1.0	
oper	Rep	LT Running board	NOT LISTED	1	\$50.00	1.0	
10		REAR BUMPER					0.4
11	Repl	Access cover	23142974	1	132.21		
12		FRONT DOOR				1.0	2.1
13	Rpr	LT Door shell Tahoe & Yukon					-0.2
14		Overlap Major Adl. Panel					0.3
15		Add for Clear Coat				0.3	
16	R&L	LT Belt molding				0.2	
17	Rep	LT Nameplate "DENALI"	15825091	1	40.32	0.3	
18	R&L	LT Body side moldg Tahoe & Yukon chrome				0.4	
19	R&L	LT Mirror Assy w/o power fold				0.4	
20	R&L	LT Handle, outside paint to match					
21		WHEELS				0.3	
22	Repl	RT/Front Wheel 22" code: Q7M	19381190	1	612.88		
23	Repl	RT Front Wheel		1	234.67		
24	Sub	Dismount and Mount tire		1	16.00		
SUBTOTALS					2,339.06	12.9	7.9

ESTIMATE TOTALS

Category	Basic	Rate	Cost \$
Parts			2,339.06
Body Labor	12.9 hrs @	\$ 46.00 /hr	615.20
Paint Labor	7.9 hrs @	\$ 48.00 /hr	379.20
Paint Supplies	7.0 hrs @	\$ 34.00 /hr	268.60
Subtotal			3,602.06
Sales Tax	\$ 2,602.06 @	10.0000 %	260.17
Grand Total			3,866.83
Deductible			0.00
CUSTOMER PAY			3,866.83
INSURANCE PAY			

PORT CITY BODY SHOP
 2000 BIRKES ROAD, EUFALA, OK 74432
 Phone: (918) 689-4888
 FAX: (918) 689-4884

Work No. 10: 08905220

Preliminary Estimate

Job Number:

Customer: Bishsel, Poindexter, Sheryl

Insured: Bishsel, Poindexter, Sheryl
 Type of Loss:
 Point of Impact:

Policy #:
 Item of Loss:

Claim #:
 Days to Repair: 0

Owner:
 Bishsel, Poindexter, Sheryl
 (918) 617-0042 Business

Inspection Location:
 PORT CITY BODY SHOP
 2000 BIRKES ROAD
 EUFALLA, OK 74432
 Retail Facility
 (918) 689-4888 Business

Insurance Company:

VEHICLE

Year: 2015	Body Style: 4D LTV	VIN: EGKS20K0XFR290872	Mileage In:
Make: GMC	Eng. no: 8-6.2L-FI	License:	Mileage Out:
Model: YUKON 4X4 DENALI	Production Date:	State:	Vehicle Desc:
Color: Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Heated Mirrors
 Power Driver Seat
 Power Passenger Seat
 Memory Package
 Power Adjustable Pedals

DECOR

Dual Mirrors
 Body Side Moldings
 Console/Storage

CONVENIENCE

Air Conditioning
 Intermittent Wipers

Tilt Wheel
 Cruise Control
 Rear Defogger
 Keyless Entry
 Alarm
 Message Center
 Steering Wheel Touch Controls
 Rear Window Wiper
 Telescopic Wheel
 Climate Control
 Dual Air Condition
 Navigation System
 Backup Camera w/ Parking Sensors
 Remote Starter
 Home Link

RADIO

AM Radio
 FM Radio
 Stereo
 Search/Seek

CD Player
 Auxiliary Audio Connection
 Premium Radio

SAFETY

Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Head/Curtain Air Bags
 Communications System
 Hands Free Device
 Xenon Headlamps
 Postraction
 Blind Spot Detection
 Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

Bucket Seats
 Reclining/Lounge Seats
 Leather Seats
 Heated Seats
 Rear Heated Seats
 Ventilated Seats
WHEELS
 20" Or Larger Wheels
PAINT
 Clear Coat Paint
OTHER
 Fog Lamps
 Signal Integrated Mirrors
TRUCK
 Trailer Hitch
 Trailering Package
 Running Boards/Step Steps
 Power Trunk/Gate Release

Preliminary Estimate

Customer: Bishsel, Poin Dexter, Sherly

Job Number:

Vehicle: 2015 GMC YUKON 4X4 DENALI 4D UTV 8.6,2L F*

Please note, it is possible for suppliers to have different pricing structures. In order for Shelter Insurance to obtain the agreed part pricing with shipping, please identify that your sourcing was through CCC ONE Estimating.

Repair labor hours and rates include all operations and materials needed to prepare a part for refinish.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR10013, CCC Data Date 4/16/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<-) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer after-market parts are described as Non-OEM or A/M. Used parts are described as UHQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NACS Part Numbers and Benchmark Prices are provided by National Auto Class Specifications. Labor operation times listed on the line with the NACS information are MOTOR suggested labor operation times. NACS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m= MOTOR Mechanical component. s= MOTOR Structural component. T= Miscellaneous Taxed charge category. X= Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D= Diagnostic labor category. E= Electrical labor category. F= Frame labor category. G= Glass labor category. M= Mechanical labor category. S= Structural labor category. (numbers) 1 through 4= User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BDR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HCS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non-Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rm=Repair. RT=Right. SAS=Sandwiched Steel Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

EUFAULA FORD COLLISION REPAIR

590 Selmon rd., EUFAULA, OK 74432
Phone: (918) 689-7767
FAX: (918) 689-5273

Workfile ID: a858fd5a
Federal ID: 731287896

Preliminary Estimate

Customer: POINDEXTER, SHERYL

Job Number:

Written By: Kenny Cutright

Insured: POINDEXTER, SHERYL
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
POINDEXTER, SHERYL
(918) 689-2595 Business

Inspection Location:
EUFAULA FORD COLLISION REPAIR
590 Selmon rd.
EUFAULA, OK 74432
Repair Facility
(918) 689-7767 Business

Insurance Company:

VEHICLE

Year: 2015
Make: GMC
Model: YUKON 4X4 DENALI
Color: Int:

Body Style: 4D UTV
Engine: S-6.2L FI
Production Date:
Condition:

VIN: 1GKS2CKJXFR290072
License:
State:
Job #:

Mileage In:
Mileage Out:
Vehicle Dnt:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package
Power Adjustable Pedals

DECOR

Dual Mirrors
Body Side Moldings
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers

Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Navigation System
Backup Camera w/Parking Sensors
Remote Starter
Home Link

RADIO

AM Radio
FM Radio
Stereo
Search/Seek

CD Player
Auxiliary Audio Connection
Premium Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon Headlamps
Positraction
Blind Spot Detection
Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats
Rear Heated Seats
Ventilated Seats

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps
Power Trunk/Gate Release

Preliminary Estimate

Customer: POINDEXTER, SHERYL

Job Number:

Vehicle: 2015 GMC YUKON 4X4 DENALI 4D UTV 8-6.2L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	*	Rpr LT Fender Yukon				3.0	2.2
3		Add for Clear Coat					0.9
4	*	Rpr RT Fender Yukon				3.0	2.2
5		Overlap Major Non-Adj. Panel					-0.2
6		Add for Clear Coat					0.4
7		WHEELS					
8		Repl LT/Front Wheel 22" code: Q7M	19301190	1	597.00 m	0.3	
9	#	TIRE SUB DUNN COUNTRY		1	271.14		
10		PILLARS, ROCKER & FLOOR					
11		Repl Step bar assy chrome	23196401	1	700.00	1.0	
12		REAR BUMPER					
13	*	Repl Access cover	23142974	1	133.21		1.4
SUBTOTALS					1,701.35	7.3	6.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,701.35
Body Labor	7.3 hrs @	\$ 48.00 /hr	350.40
Paint Labor	6.9 hrs @	\$ 48.00 /hr	331.20
Paint Supplies	6.9 hrs @	\$ 34.00 /hr	234.60
Subtotal			2,617.55
Sales Tax	\$ 1,935.95 @	10.0000 %	193.60
Grand Total			2,811.15
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			2,811.15

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Preliminary Estimate

Customer: POINDEXTER, SHERYL

Job Number:

Vehicle: 2015 GMC YUKON 4X4 DENALI 4D UTV 8-6.2L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1GC15, CCC Data Date 4/16/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

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m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd.=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO. 1880
DESTINATION ADDRESS 818772171389
SUBADDRESS
DESTINATION ID
ST. TIME 06/15 14:12
TX/RX TIME 00' 19
PGS. 1
RESULT OK



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

Claim # 3003553649

June 2, 2015

Sheryl Poindexter
201 N. Main Street
Eufaula, OK 74432

RE: Member : City of McAlester
Claimant : Sheryl Poindexter
Date of Loss : 4/13/2015
Claim No. : 200324-KW

Dear Ms. Poindexter:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of McAlester, I am recommending denial of this claim and find no liability on the City's part for this claim.

Sincerely,

Kyle Waid

Kyle Waid
Claims Examiner

cc: City of McAlester

City of McAlester
Safety Office

Date: 4-13-2015

Reference: Property Damage Report

Location: 800 S. 17th

Damaged Property: GMC Denali

Comments: A GMC Denali drove off into the open trench at the 800 block of S. 17th Street. There were barricades all along the East side of 17th. The woman said she missed her turn and tried to turn around in a driveway and drove off into the trench damaging her running boards on her vehicle. Previous to the accident there were torrential rains in the City which may have caused one barricade to move from near the driveway. There were still barricades near the driveway and it was apparent that the driveway was cut some 15 feet back from the street edge. There was a waterfall coming off of the driveway which could have been seen and the woman drove off into standing water which you should never do. There were multiple places she could have backed to and then turned around, or simply backed up the street and then made her turn. The area is clearly marked that it is a workzone.

Doug Basinger
Safety/ Risk Management







STOP

17

2:08















FEED THE NEED
FOUNDATION
FOR RURAL OKLAHOMA

5/25/2015

• • •

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

Dear Nutrition Center Sponsor,

Beginning July 1, 2015, the Title III nutrition centers in the KEDDO area will be funded and administered by Feed the Need Foundation for Rural Oklahoma.

I have enclosed the center sponsor contract. Please review, sign and return as soon as possible before July 1. If you have questions or would like to schedule a meeting to discuss, contact me, Ellen Young, at (580) 236 3705.

As stated in previous correspondence, continue to utilize the budgeted amounts listed in your center's SFY 2015 budget. Sponsor obligations beginning July 1, 2015, will be no more than those currently required by the outgoing entity. Budgets for SFY 2016 will be available as soon as possible and will be sent to you via e-mail. We are coordinating with KEDDO's Area Agency on Aging and waiting at this time for current funding information.

Your time, support, and dedication is greatly appreciated.

Respectfully yours,

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

Feed the Need Foundation For Rural Oklahoma



Feed the Need Foundation for Rural Oklahoma, Inc.

P.O. Box 100

Wright City, Oklahoma 74766

580 236 3705

580 981 7005 (FAX)

eyoungrd@feedtheneedfoundationok.org



Center Sponsor Contract

This contract is entered between Feed the Need Foundation for Rural Oklahoma, "FNF OK", and the City of McAlester, "Center Sponsor". The contract is effective for the one year period beginning the 1st day of July 2015 and ending the 30th day of June 2016.

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

- I. FNF OK shall provide and be responsible for the following:
 - A. Reimburse the Center Sponsor on a monthly basis to assist in defraying center staff salaries, travel, fringe benefits, and other budgeted center expenses as described in the annual budget.
 1. Funds are contingent upon continued federal and state funding.
 2. Funds dispersed to the Center Sponsor on a monthly basis cannot exceed one twelfth (1/12) of the budget unless an explanation of additional expense is detailed in writing on the monthly financial report.
 3. Expense reimbursement will not occur unless and until FNF OK receives reimbursement monies from its funding agency for the corresponding month.

Feed the Need Foundation For Rural Oklahoma

• • •

- II. The Center Sponsor shall provide and be responsible for the following:
- A. Provide and be responsible for the local nutrition center facility, bookkeeper and services pertinent to the operation of the center, agreed grantee amount of \$11,089.00 and any additional necessary monies.
 - B. Responsible for the fire/safety and health standard of the facility and shall assure FNF OK that the facility meets the appropriate and required local and state ordinances, codes and regulations.
 - C. Cooperatively interview applicants for center staff employment and, where appropriate, follow recommendations for individual (s) to be employed.
 - D. Include center staff on the Center Sponsor payroll. Center staff are employees of the Center Sponsor. The Center's budget allocates funding for 262 days per year. There are 250 serving days and 12 paid holidays. If funds are available, longevity payments will be made to eligible employees per the OK DHS Nutrition Longevity Payment Schedule.
 - E. Provide all insurances necessary for the facility and its contents.
 - F. Maintain necessary personnel records for center staff and make these records available to FNF OK for review.
 - G. Provide necessary personnel for daily operation of the nutrition center and comply with monthly reporting requirements.
 - H. Provide congregate services, home delivered services, and other appropriate program services on a regularly scheduled basis.
 - I. Establish hours of operation to accommodate the greatest number of potential participants.
 - J. Serve meals 250 days per year to congregate and home delivered participants.
 - K. Provide FNF OK the supporting documents and required monthly financial report by the 3rd working day of each month.
- III. Duties and Regulation of the Nutrition Center Site Manager include but are not limited to the following:
- A. Adhere to policies set forth in the program application and policies of the center sponsor.



- B. Responsible to the center sponsor and FNF OK for the timely submission for all records, documents, monthly reports and other requirements all due to FNF OK no later than the 2nd working day of each month. Reports include but are not limited to: S-19 Report, S-38 Report, Contribution Check (if applicable), KF-1 (contribution sheet), OAA Intake and Update Forms, ADvantage Calendars, OAA Scan Sheets, and Nutrition Education Sign-In Sheets.
 - C. Where applicable, responsible for the banking and record-keeping of all project donations.
 - D. Maintain all records and make them available for review by FNF OK as necessary.
 - E. Responsible for the coordination of staff members, of social activities, of participant transportation to and from the center and any additional activities required by state and federal guidelines.
 - F. Conduct and complete Intake and Update forms on all congregate and home bound participants according to OAA policy.
 - G. Attend all site manager meetings and additional training as required by FNF OK.
- IV. At any such time FNF OK ceases to provide Title III nutrition services, the center sponsor agrees to dispose of equipment purchased with Title III funds in the manner mandated by the KEDDO Area Agency on Aging and federal regulation as promulgated by the Older Americans Act and the Special Unit on Aging, Aging Division, of the Oklahoma Department of Human Services.

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

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

Feed the Need Foundation For Rural Oklahoma

• • •

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

For Feed the Need Foundation for Rural Oklahoma



SIGNATURE of Authorized Agent

SIGNATURE DATE 05/25/2015

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

Feed the Need Foundation for Rural Oklahoma, Inc.

P.O. Box 100

Wright City, Oklahoma 74766

580 236 3705 (CELL) / 580 981 7005 (FAX)

eyoungrd@feedtheneedfoundationok.org

For Center Sponsor

SIGNATURE of Authorized Agent

SIGNATURE DATE: _____

Print Name of Authorized Agent : _____

Title of Authorized Agent : _____

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

This agreement made and entered into this _____ day of _____, 2015, by and between the Board of County Commissioners of Pittsburg County of Oklahoma, hereinafter called County, and McAlester, Oklahoma, hereinafter called City.

Whereas, the legislature has passed an act known as the Oklahoma City of Defense Act of 1957 as amended by Senate Bill 212 of the 17th Legislature, authorizing cooperation between City, County, State, and Federal Governments to carry out the objectives and purpose of an Emergency Management Program, and

Whereas, the same acts authorize the city and county to appropriate funds for Emergency Management and disaster purposes,

Now, therefore be it agreed by and between the parties as follows:

I. Validation

That the existing joint emergency management administration be extended and recognized to be the joint effort of the City and County.

II. Expenses

The parties hereto will share in the expenses of carrying on a comprehensive Emergency Management Program including and extending beyond the initial contract and agree to provide in the budgets of each sufficient funds with which to carry out this program of Emergency Management for the City and County and any adjacent areas deemed necessary.

III. Emergency Management Director

The director is instructed to carry out plans with the State Office of Emergency Management in cooperating with the Federal Government and to make available to the City and County program the benefits of PL 85-606.

IV. Financial Transactions

Receipt and expenditure of all funds will be handled in conformity with the financial plan for the County/City Emergency Management Organization, in accordance with applicable State and Federal laws, rules and regulations.

V. Budgets

The Emergency Management administration shall, prior to the beginning of each fiscal year, submit to the City and the County the prospective budget for its operation for the coming year.

The City of McAlester shall compensate the City/Pittsburg County Emergency Management in the amount of \$42,500.00 for the fiscal year 2014-2015, beginning July 1, 2014 ending June 30, 2015. The Emergency Operation Center's (EOC) support and special staff members, who have skills and special training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the (EOC) to enhance efficiency, or perform critical tasks outside the scope of government departments.

TASK ASSIGNMENTS AND RESPONSIBILITIES

1. Emergency Management Director is responsible for :
 - A. Coordination of all phases of emergency management.
 - B. EOC communication capability.
 - C. Public information and education.
 - D. EOC operation.
 - E. Comprehensive emergency management planning.
 - F. EOC Staff training.
 - G. Warning system planning.
 - H. Damage assessment training.

WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.

Gene Rogers
Chairman, Board of County Commissioners
Pittsburg County

Attest:

Steve Harrison
Mayor
City of McAlester

Attest:

Hope Trammell
County Clerk
Pittsburg County

Cora Middleton
City Clerk
City of McAlester

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IV. Financial Transactions

Receipt and expenditure of all funds will be handled in conformity with the financial plan for the County/City Emergency Management Organization, in accordance with applicable State and Federal laws, rules and regulations.

V. Budgets

The Emergency Management administration shall, prior to the beginning of each fiscal year, submit to the City and the County the prospective budget for its operation for the coming year.

The City of McAlester shall compensate the City/Pittsburg County Emergency Management in the amount of \$50,000.00 for the fiscal year 2015-2016, beginning July 1, 2015 ending June 30, 2016. The Emergency Operation Center's (EOC) support and special staff members, who have skills and special training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the (EOC) to enhance efficiency, or perform critical tasks outside the scope of government departments.

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Gene Rogers
Chairman, Board of County Commissioners
Pittsburg County

Attest:

Steve Harrison
Mayor
City of McAlester

Attest:

Hope Trammell
County Clerk
Pittsburg County

Cora Middleton
City Clerk
City of McAlester

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

PITTSBURG COUNTY EMERGENCY MANAGEMENT
07/01/2014 thru 06/01/2015

<u>ACCOUNT</u>		<u>TITLE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
CD-1A	Non-Budgeted	Civil Defense PS	Payroll	\$23,329.73
CD-2	Non-Budgeted	Civil Defense M&O	Maintenance & Operations	\$51,308.76
CD-3	Non-Budgeted	Civil Defense Capital Outlay	Majority of costs Generator Project Fire Paging System 3 repeater sights; some costs were equipment replacement for office flooding that occurred 7/31/2014	\$62,406.32
SR-1A	County Budgeted	Civil Defense PS	Payroll - Fulltime	\$91,991.08
SR-1AA	County Budgeted	Civil Defense - Partime	Payroll - Partime - 3rd person	\$20,144.29
SR-1B	County Budgeted	Civil Defense - Travel	Out of County Travel	\$238.63
SR-2	County Budgeted	Civil Defense M&O	Maintenance & Operations	\$20,064.82
			Total to Date	\$269,483.63

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, understand 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	<u>42,500.00*</u>
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.

BIO

**Susan Kanard
Rt. 4, Box 451
McAlester, OK 74501**

**McAlester Regional Hospital Center Board
Term to expire February 2015.**

I am associated with the following McAlester Organizations:

All Saints Episcopal Churchcom
Meals on Wheels
Youth Emergency Shelter
Partners of Animal Welfare Society
Mercy Clinic
PEO
McAlester Planning Commission
Former Red Cross volunteer
Former mentor in the McAlester Public Schools

**SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN**

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	CITY OF MCALESTER
Address:	28 E WASHINGTON MCALESTER, OK 74502
Employer Identification Number:	73-6005314
Nature of Business:	MUNICIPALITY
Name of Plan:	CITY OF MCALESTER FLEXIBLE BENEFIT PLAN
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 1995
If Amendment to existing plan, effective date of amendment:	July 1, 2015

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following 90 days of service.
Minimum Hours:	All employees with 40 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18 years.

D. PLAN YEAR

The current plan year will begin on July 1, 2015 and end on June 30, 2016. Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

100% of employee only medical, dental and vision.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company Accident Only Plan,
Hospital Indemnity, and Critical Illness
BlueCross/BlueShield**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**BlueCross/BlueShield Dental
Vision Service Plan**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Dearborn National

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, **may not** exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ 0.00 per Plan Year

Maximum Contribution - \$ 5000.00 per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ 0.00 per Plan Year

Maximum Coverage - \$ 2550.00 per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Restrictions: N/A

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are not** elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Debit Card: The provisions in Section 8.05 of the Plan to permit the offer of the Debit Card with respect to the Medical Expense Reimbursement Plan **are** elected.

Eligibility Requirements for Participation, if different than Item C.

8. Health Savings Accounts – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 20__.

CITY OF MCALESTER
(Name of Employer)

Witness: _____ By: _____

Title: _____ Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
PD1214 71671 5/1/2015 12:49 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02A **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
(a) **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	Effective Date	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	Elective Contribution	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item

F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 **ENROLLMENT:** An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 **TERMINATION OF PARTICIPATION:** A Participant shall continue to participate in the Plan until the earlier of the following dates:

- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
- (c) The date of termination of the Plan; or
- (d) The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.05 **SEPARATION FROM SERVICE:** The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.06 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT:** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

- 4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
 - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
 - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
 - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
 - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.
- (b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant

may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled."

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage

option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- (e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense

Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- (k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of

coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) (a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
- (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription ("over-the-counter drugs or medicines") and the Participant or Dependent obtains a prescription; and
 - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- (a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- (b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- (c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- (d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 Carryover: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
- (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
- (d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

(a) "Dependent" (for purposes of this Section IX) means any individual who is:

- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

(b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

- (i) provides care for more than six individuals (other than individuals who reside at the facility);
- (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
- (iii) satisfies all applicable laws and regulations of a state or unit of local government.

(c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

- (i) incurred for the care of a Dependent of the Participant or for related household services;
- (ii) paid or payable to a Dependent Care Service Provider; and
- (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- (a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
 - (b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.
- 10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.
- 10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 **COMPENSATION AND EXPENSES OF ADMINISTRATOR:** The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 **LIABILITY OF ADMINISTRATOR:** Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 **DELEGATIONS OF RESPONSIBILITY:** The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 **RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION:** The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 **CLAIM FOR BENEFITS:** To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 **GENERAL CLAIMS REVIEW PROCEDURE:** This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) **Initial Claim for Benefits.** Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 1214



McAlester City Council

AGENDA REPORT

Meeting Date: June 23, 2015 Item Number: 1
Department: Public Works / W.T. P.
Prepared By: John C. Modzelewski, P.E.,CFM Account Code: _____
Date Prepared: June 16, 2015 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014.

Recommendation

Motion to authorize the Mayor to sign the Second Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014.

Discussion

The Utility Maintenance Foreman has been off work since May 7, 2015 due to family illness. The Utility Maintenance Foreman was the only employee to have the ODEQ license. The ODEQ license is a requirement to supervise the utility work. Severn Trent Services provided a manager with the proper license to oversee the daily operations of the Utility Maintenance Division (UTM) of the Public Works Department during the UTM Foreman's absence. The UTM Foreman has decided to resign his position effective June 15, 2015. Therefore, the purpose of the Second Amendment is for Severn Trent Environmental Services, Inc. to provide a manager for UTM during the City's recruitment process to replace the UTM Foreman position permanently.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/16/15
City Manager	P. Stasiak 	

SECOND AMENDMENT

TO THE

WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT

between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

McALESTER PUBLIC WORKS AUTHORITY

Dated April 22, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

McAlester Public Works Authority:

By: _____
Name:
Title:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:

By: _____
Name:
Title:

SCHEDULE A
SCOPE OF WORK AND DESCRIPTION OF OVERSIGHT SERVICES

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

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

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

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

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

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 23, 2015 **Item Number:** 2
Department: Public Works / W.T. P.
Prepared By: John C. Modzelewski, P.E.,CFM **Account Code:** _____
Date Prepared: June 16, 2015 **Budgeted Amount:** _____
Exhibits: 2

Subject

Consider and act upon, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from "Chemicals" to "Repair & Maintenance", in accordance with the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, dated April 22, 2014.

Recommendation

Consider and act upon, authorizing the Mayor to sign a letter from the McAlester Public Works Authority to Severn Trent Environmental Services, Inc. requesting a transfer of \$35,000 from Line No. 2 "Chemicals" to Line No. 3 "Repair & Maintenance" as shown in the attached Fee Schedule.

Discussion

This project consists of furnishing all materials, labor, and expenses necessary to perform the required management, operation and maintenance services to ensure the overall efficiency and operation of the McAlester Public Works Authority (MPWA) Water Treatment Plant facilities, which include the Water Treatment Plant and the booster stations at KFC and Summit Ridge. The "Chemicals" and "Repairs & Maintenance" line items are monitored during the year and, in accordance with the Water System Operation and Maintenance Agreement (AGREEMENT) between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014, these items can be adjusted as needed, if expenditures exceed 80%. Per the AGREEMENT, the attached letter will ensure the "Repairs & Maintenance" line item is funded through the remainder of the AGREEMENT year.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/16/15
City Manager	P. Stasiak 	

MEMORANDUM OF UNDERSTANDING



June 18, 2015

Pete Stasiak
City Manager
City of McAlester
28 E. Washington
McAlester, OK 74502

Severn Trent Services
520 W SW 59th St
Mustang, OK 73064
United States

T: +1 405 376 7710
F: +1 405 435 2806

Email:
John.Bannen@STServices.com
www.severntrentservices.com

Re: Transfer from Annual Chemical Limit to Annual Repair and Maintenance Limit MOU

Dear Mr. Stasiak,

Further to discussions between the staff of the McAlester Public Works Authority (the "Authority") and Severn Trent Environmental Services, Inc. ("Severn Trent") and following the Authority's request, this letter records the parties' agreement to transfer allocated funds from the Annual Chemical Limit to the Annual Repair and Maintenance Limit as necessary upon written request from the Authority.

Sincerely,

John W. Bannen
For and on behalf of Severn Trent Environmental Services, Inc.
Agreed and accepted this ____ day of June 2015

For: McAlester Public Works Authority

Chairman of the Authority
For and on behalf of McAlester Public Works Authority
Agreed and accepted this ____ day of June 2015

D Fee Schedule

Severn Trent Services is pleased to submit our Price Proposal to the City as requested in the RFP. Provided below is a completed Fee Schedule. As required in the RFP, a fully executed Non-Collusion Affidavit of Prime Bidder and a Business Relationships Affidavit are provided at the end of this section.

Fee Schedule

Severn Trent has provided details of our pricing using the categories defined by the City in your RFP.

FEE SCHEDULE		
No.	Expenditures	First Year of Contract
1	Payroll & Benefits	\$ 422,128
2	Chemicals	350,170
3	Repair & Maintenance	100,000
4	Equipment	51,077
5	Outside Services	45,085
6	Electrical	174,033
7	Capital	0
8	Other	213,603
	TOTAL	\$1,356,096

Explanation of Line Items

Items 1, 4, 5 and 8 – These items are part of our “Base Fee” in the attached agreement. These items will only increase by mutual agreement or by the annual adjustment calculation based on CPI. Unlike others in our industry, *Severn Trent does not have additional escalators*. For example, we do not pass on cost increases such as health benefits that we believe are our responsibility to control.

Item 1 Payroll and Benefits – For a period of one (1) year following the commencement date, Severn Trent will evaluate the reduction of the staffed operation of the water plant from the initial staffing of twenty four (24) hours per day. Prior to the implementation of any such reduction, we shall agree upon any adjustments in the Base Fee based on opportunities to reduce staffing due to facility automation and improvements in reliability. The parties agree that the staffing of the Facilities must be sufficient to perform the Services and to comply with Applicable Law. Severn Trent will pass on *all savings associated with any such reduction to the City*. This open approach to our partnership allows for a true staffing budget with no hidden future reductions required to meet artificially low budgets.

Items 2 and 6 Electrical and Chemicals – Due to the lack of reliable historical data and the condition of the facility, it is not in the best interest of the City to ask Severn Trent to guarantee utilities and chemicals which are directly impacted by these issues. For this reason, it is proposed that these items be managed as capped budgets of \$174,033 for electricity and \$350,170 for chemicals, until such time as we can reasonably assume the risk without requiring excess budgets.

Severn Trent will manage and track expenditures incurred against the chemical budget at no additional cost to the City. Any portion of the chemical budget that has not been spent at the end of the Agreement Year will be either credited against the following year's Base Fee or reimbursed to the City within thirty (30) days of the end of the Agreement Year.

Severn Trent will manage and track expenditures incurred against the electricity budget at no additional cost to the City. Any portion of the electricity budget that has not been spent at the end of the Agreement Year will be either credited against the following year's Base Fee or reimbursed to the City within thirty (30) days of the end of the Agreement Year.

Item 3 Repair & Maintenance – Severn Trent will manage and track repair and maintenance expenditures incurred against the repair and maintenance budget at no additional cost to the City. Any portion of the repair and maintenance budget that has not been spent at the end of the Agreement Year will be reimbursed to the City within thirty (30) days of the end of the Agreement Year.

Item 7 Capital – The first year costs associated with this line item are expected to be near zero as the fees associated with this program will not begin until the project is completed. In a Public Private Partnership, and as the owner of the facility, the City will have continued control and responsibility for capital projects.

Item 8 Other – Other includes insurance, bond costs, startup costs, state registration fees, overhead and profit.

Initial Capital Improvement and Professional Services Program

Working closely with City staff, Severn Trent has identified several Capital projects that range in priority from necessary and urgent, to potentially beneficial. We have developed budgets for these items that we feel are sufficient to complete them in an efficient manner. Severn Trent will work closely with the City to finalize each item and *will follow any City approval requirements prior to proceeding and completing each project.*

Severn Trent proposes to provide \$425,000 in funding for the Initial Capital Improvement and Professional Services Program. In no event shall the cost of the Initial Capital Improvement and Professional Services Program exceed such amount without mutual agreement and the Authority's prior written consent. Upon the completion of the Initial Capital Improvement and Professional Services Program, the Severn Trent shall provide the City with full accounting and backup information by line item to substantiate and establish the actual costs incurred by the for the Initial Capital Improvement and Professional Services Projects. In order to minimize the impact of these projects on the City's budget, Severn Trent proposes that upon completion of these projects we will amortize the cost of these projects for ten years.

The Table below reflects our proposed Initial Capital Improvement and Professional Services Program and estimated budget.



McAlester City Council

AGENDA REPORT

Meeting Date:	June 23, 2015	Item Number:	3
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin/Peter Stasiak	Budgeted Amount:	
Date Prepared:	June 9, 2015	Exhibits:	4

Subject

Consider and act upon, a resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016.

Recommendation

Staff recommends motion to approve resolution amending the City's Police pay scale, Fire pay scale, and Non-Uniform pay scale to reflect a 3.5% Cost of Living (COLA) increase for Fiscal Year 2015/2016.

Discussion

The City of McAlester's budget for Fiscal year 2015-2016 contains funding available for this 3.5% COLA for uniform and non-uniform employees. The resolution and the three pay scales are attached reflecting the 3.5% increase.

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak 	

Resolution No. _____

**A RESOLUTION AMENDING THE OFFICAL PAY PLAN FOR THE
NON-UNIFORM EMPLOYEES OF THE CITY OF MCALESTER,
OKLAHOMA**

.....

WHEREAS, the City Council of the City of McAlester, Oklahoma adopted the official police pay scale, fire pay scale, and non-uniform pay scale for the employees of the City, and;

WHEREAS, amendments made to such plan must receive approval of the City Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF MCALESTER, OKLAHOMA;**

SECTION 1. That the police pay scale, fire pay scale, and non-uniform pay scale shall be amended to reflect a 3.5% increase effective July 1, 2015. A copy of the three amended pay scales is attached and made a part hereof by reference;

SECTION 2. To the extent of any conflict with this resolution, all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of _____, 2015.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

NON-UNIFORM PAY PLAN FY 15-16

3.5% Increase
Updated 6-10-2015
Effective date 7-1-2015

	1	2	3	4	5	6	7	8	9	10
107 Hourly	\$ 8.765	\$ 8.852	\$ 8.941	\$ 9.030	\$ 9.083	\$ 9.212	\$ 9.304	\$ 9.397	\$ 9.491	\$ 9.586
Bi-Weekly	701.17	708.18	715.26	722.42	726.66	736.94	744.31	751.75	759.27	766.86
Annual	\$ 18,230.42	\$ 18,412.72	\$ 18,596.85	\$ 18,782.82	\$ 18,893.15	\$ 19,160.35	\$ 19,351.96	\$ 19,545.48	\$ 19,740.93	\$ 19,938.34

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 9.682	\$ 9.778	\$ 9.876	\$ 9.975	\$ 10.075	\$ 10.175	\$ 10.277	\$ 10.380	\$ 10.484	\$ 10.589
Bi-Weekly	774.53	782.27	790.10	798.00	805.98	814.04	822.18	830.40	838.70	847.09
Annual	\$ 20,137.72	\$ 20,339.10	\$ 20,542.49	\$ 20,747.92	\$ 20,955.40	\$ 21,164.95	\$ 21,376.60	\$ 21,590.37	\$ 21,806.27	\$ 22,024.33

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 10.695	\$ 10.801	\$ 10.909	\$ 11.019	\$ 11.129	\$ 11.240	\$ 11.352	\$ 11.466	\$ 11.581	\$ 11.696
Bi-Weekly	855.56	864.12	872.76	881.48	890.30	899.20	908.19	917.28	926.45	935.71
Annual	\$ 22,244.58	\$ 22,467.02	\$ 22,691.69	\$ 22,918.61	\$ 23,147.79	\$ 23,379.27	\$ 23,613.07	\$ 23,849.20	\$ 24,087.69	\$ 24,328.57

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 11.813	\$ 11.932	\$ 12.051	\$ 12.171	\$ 12.293	\$ 12.416	\$ 12.540	\$ 12.666	\$ 12.792	\$ 12.920
Bi-Weekly	945.07	954.52	964.07	973.71	983.44	993.28	1,003.21	1,013.24	1,023.38	1,033.61
Annual	\$ 24,571.85	\$ 24,817.57	\$ 25,065.74	\$ 25,316.40	\$ 25,569.57	\$ 25,825.26	\$ 26,083.51	\$ 26,344.35	\$ 26,607.79	\$ 26,873.87

	1	2	3	4	5	6	7	8	9	10
110 Hourly	\$ 9.517	\$ 9.612	\$ 9.708	\$ 9.805	\$ 9.904	\$ 10.003	\$ 10.103	\$ 10.203	\$ 10.306	\$ 10.409
Bi-Weekly	761.37	768.97	776.66	784.43	792.28	800.22	808.24	816.27	824.46	832.74
Annual	\$ 19,795.64	\$ 19,993.27	\$ 20,193.09	\$ 20,395.11	\$ 20,599.33	\$ 20,805.74	\$ 21,014.34	\$ 21,222.95	\$ 21,435.95	\$ 21,651.14

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 10.513	\$ 10.618	\$ 10.724	\$ 10.831	\$ 10.940	\$ 11.049	\$ 11.160	\$ 11.272	\$ 11.384	\$ 11.498
Bi-Weekly	841.01	849.46	857.90	866.52	875.22	883.92	892.78	901.74	910.69	919.81
Annual	\$ 21,866.33	\$ 22,085.92	\$ 22,305.51	\$ 22,529.48	\$ 22,755.66	\$ 22,981.83	\$ 23,212.39	\$ 23,445.15	\$ 23,677.92	\$ 23,915.07

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 11.613	\$ 11.729	\$ 11.846	\$ 11.964	\$ 12.085	\$ 12.205	\$ 12.327	\$ 12.451	\$ 12.574	\$ 12.701
Bi-Weekly	929.02	938.31	947.68	957.14	966.77	976.40	986.19	996.07	1,005.96	1,016.09
Annual	\$ 24,154.42	\$ 24,395.96	\$ 24,639.70	\$ 24,885.64	\$ 25,135.96	\$ 25,386.29	\$ 25,641.01	\$ 25,897.93	\$ 26,154.84	\$ 26,418.34

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 12.828	\$ 12.956	\$ 13.085	\$ 13.216	\$ 13.348	\$ 13.482	\$ 13.616	\$ 13.753	\$ 13.891	\$ 14.029
Bi-Weekly	1,026.22	1,036.44	1,046.83	1,057.30	1,067.86	1,078.59	1,089.31	1,100.21	1,111.27	1,122.34
Annual	\$ 26,681.85	\$ 26,947.54	\$ 27,217.64	\$ 27,489.92	\$ 27,764.40	\$ 28,043.28	\$ 28,322.15	\$ 28,605.42	\$ 28,893.07	\$ 29,180.73

	1	2	3	4	5	6	7	8	9	10
112 Hourly	\$ 11.181	\$ 11.293	\$ 11.378	\$ 11.587	\$ 11.635	\$ 11.751	\$ 11.869	\$ 11.987	\$ 12.107	\$ 12.228
Bi-Weekly	894.47	903.42	910.27	926.99	930.79	940.10	949.50	959.00	968.59	978.27
Annual	\$ 23,256.35	\$ 23,488.91	\$ 23,666.94	\$ 24,101.72	\$ 24,200.65	\$ 24,442.66	\$ 24,687.08	\$ 24,933.95	\$ 25,183.29	\$ 25,435.13

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 12.351	\$ 12.474	\$ 12.599	\$ 12.725	\$ 12.852	\$ 12.981	\$ 13.111	\$ 13.242	\$ 13.374	\$ 13.508
Bi-Weekly	988.06	997.94	1,007.92	1,018.00	1,028.18	1,038.46	1,048.84	1,059.33	1,069.92	1,080.62
Annual	\$ 25,689.48	\$ 25,946.37	\$ 26,205.84	\$ 26,467.89	\$ 26,732.57	\$ 26,999.90	\$ 27,269.90	\$ 27,542.60	\$ 27,818.02	\$ 28,096.20

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 13.643	\$ 13.779	\$ 13.917	\$ 14.056	\$ 14.197	\$ 14.355	\$ 14.482	\$ 14.627	\$ 14.773	\$ 14.921
Bi-Weekly	1,091.43	1,102.34	1,113.37	1,124.50	1,135.75	1,148.43	1,158.57	1,170.16	1,181.86	1,193.68
Annual	\$ 28,377.17	\$ 28,660.94	\$ 28,947.55	\$ 29,237.02	\$ 29,529.39	\$ 29,859.25	\$ 30,122.93	\$ 30,424.16	\$ 30,728.40	\$ 31,035.69

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 15.070	\$ 15.221	\$ 15.373	\$ 15.527	\$ 15.695	\$ 15.839	\$ 15.997	\$ 16.157	\$ 16.319	\$ 16.482
Bi-Weekly	1,205.62	1,217.67	1,229.85	1,242.15	1,255.61	1,267.12	1,279.79	1,292.58	1,305.51	1,318.57
Annual	\$ 31,346.05	\$ 31,659.51	\$ 31,976.10	\$ 32,295.86	\$ 32,645.79	\$ 32,945.01	\$ 33,274.46	\$ 33,607.20	\$ 33,943.28	\$ 34,282.71

	1	2	3	4	5	6	7	8	9	10
113 Hourly	\$ 11.741	\$ 11.858	\$ 11.949	\$ 12.097	\$ 12.169	\$ 12.340	\$ 12.463	\$ 12.588	\$ 12.714	\$ 12.839
Bi-Weekly	939.29	948.68	955.96	967.75	973.52	987.20	997.07	1,007.04	1,017.11	1,027.15
Annual	\$ 24,421.45	\$ 24,665.67	\$ 24,854.89	\$ 25,161.45	\$ 25,311.63	\$ 25,667.19	\$ 25,923.86	\$ 26,183.10	\$ 26,444.93	\$ 26,706.00

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 12.969	\$ 13.099	\$ 13.230	\$ 13.362	\$ 13.496	\$ 13.631	\$ 13.784	\$ 13.905	\$ 14.044	\$ 14.185
Bi-Weekly	1,037.56	1,047.93	1,058.41	1,069.00	1,079.69	1,090.48	1,102.74	1,112.40	1,123.53	1,134.76
Annual	\$ 26,976.48	\$ 27,246.24	\$ 27,518.70	\$ 27,793.89	\$ 28,071.83	\$ 28,352.55	\$ 28,671.29	\$ 28,922.43	\$ 29,211.66	\$ 29,503.77

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 14.326	\$ 14.470	\$ 14.614	\$ 14.760	\$ 14.908	\$ 15.080	\$ 15.208	\$ 15.360	\$ 15.513	\$ 15.669
Bi-Weekly	1,146.11	1,157.57	1,169.14	1,180.84	1,192.64	1,206.37	1,216.62	1,228.78	1,241.07	1,253.48
Annual	\$ 29,798.81	\$ 30,096.80	\$ 30,397.77	\$ 30,701.75	\$ 31,008.76	\$ 31,365.61	\$ 31,632.04	\$ 31,948.36	\$ 32,267.84	\$ 32,590.52

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 15.825	\$ 15.983	\$ 16.143	\$ 16.305	\$ 16.468	\$ 16.632	\$ 16.799	\$ 16.967	\$ 17.136	\$ 17.308
Bi-Weekly	1,266.02	1,278.68	1,291.46	1,304.38	1,317.42	1,330.60	1,343.90	1,357.34	1,370.91	1,384.62
Annual	\$ 32,916.43	\$ 33,245.59	\$ 33,578.05	\$ 33,913.83	\$ 34,252.97	\$ 34,595.50	\$ 34,941.45	\$ 35,290.86	\$ 35,643.77	\$ 36,000.21

	1	2	3	4	5	6	7	8	9	10
114 Hourly	\$ 12.323	\$ 12.446	\$ 12.571	\$ 12.697	\$ 12.774	\$ 12.952	\$ 13.081	\$ 13.235	\$ 13.344	\$ 13.478
Bi-Weekly	985.86	995.71	1,005.67	1,015.73	1,021.92	1,036.14	1,046.51	1,058.82	1,067.54	1,078.22
Annual	\$ 25,632.24	\$ 25,888.57	\$ 26,147.45	\$ 26,408.93	\$ 26,569.86	\$ 26,939.75	\$ 27,209.14	\$ 27,529.45	\$ 27,756.05	\$ 28,033.61

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 13.612	\$ 13.749	\$ 13.886	\$ 14.025	\$ 14.223	\$ 14.307	\$ 14.476	\$ 14.594	\$ 14.740	\$ 14.888
Bi-Weekly	1,089.00	1,099.89	1,110.89	1,122.00	1,137.88	1,144.55	1,158.06	1,167.55	1,179.23	1,191.02
Annual	\$ 28,313.94	\$ 28,597.08	\$ 28,883.05	\$ 29,171.88	\$ 29,584.77	\$ 29,758.24	\$ 30,109.58	\$ 30,356.38	\$ 30,659.94	\$ 30,966.54

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 15.037	\$ 15.187	\$ 15.339	\$ 15.492	\$ 15.647	\$ 15.827	\$ 15.962	\$ 16.121	\$ 16.283	\$ 16.445
Bi-Weekly	1,202.93	1,214.96	1,227.11	1,239.38	1,251.77	1,266.16	1,276.94	1,289.70	1,302.60	1,315.63
Annual	\$ 31,276.21	\$ 31,588.97	\$ 31,904.86	\$ 32,223.91	\$ 32,546.15	\$ 32,920.27	\$ 33,200.33	\$ 33,532.33	\$ 33,867.65	\$ 34,206.33

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 16.610	\$ 16.776	\$ 16.944	\$ 17.113	\$ 17.309	\$ 17.457	\$ 17.632	\$ 17.808	\$ 17.986	\$ 18.166
Bi-Weekly	1,328.78	1,342.07	1,355.49	1,369.05	1,384.74	1,396.57	1,410.53	1,424.64	1,438.88	1,453.27
Annual	\$ 34,548.39	\$ 34,893.88	\$ 35,242.81	\$ 35,595.24	\$ 36,003.25	\$ 36,310.71	\$ 36,673.81	\$ 37,040.55	\$ 37,410.96	\$ 37,785.07

	1	2	3	4	5	6	7	8	9	10
115 Hourly	\$ 12.938	\$ 13.068	\$ 13.180	\$ 13.330	\$ 13.411	\$ 13.598	\$ 13.734	\$ 13.905	\$ 14.010	\$ 14.157
Bi-Weekly	1,035.06	1,045.41	1,054.43	1,066.42	1,072.84	1,087.86	1,098.74	1,112.37	1,120.82	1,132.55

Annual	\$ 26,911.57	\$ 27,180.69	\$ 27,415.26	\$ 27,727.02	\$ 27,893.96	\$ 28,284.33	\$ 28,567.18	\$ 28,921.62	\$ 29,141.38	\$ 29,446.43
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	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 14.292	\$ 14.410	\$ 14.663	\$ 14.725	\$ 14.872	\$ 15.021	\$ 15.171	\$ 15.323	\$ 15.476	\$ 15.750
Bi-Weekly	1,143.35	1,152.82	1,173.01	1,178.00	1,189.78	1,201.67	1,213.69	1,225.83	1,238.08	1,260.00
Annual	\$ 29,727.12	\$ 29,973.43	\$ 30,498.24	\$ 30,627.88	\$ 30,934.16	\$ 31,243.50	\$ 31,555.93	\$ 31,871.49	\$ 32,190.21	\$ 32,759.98

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 15.787	\$ 15.945	\$ 16.104	\$ 16.265	\$ 16.428	\$ 16.618	\$ 16.758	\$ 16.925	\$ 17.095	\$ 17.222
Bi-Weekly	1,262.97	1,275.60	1,288.36	1,301.24	1,314.25	1,329.42	1,340.67	1,354.00	1,367.62	1,377.73
Annual	\$ 32,837.23	\$ 33,165.60	\$ 33,497.26	\$ 33,832.23	\$ 34,170.55	\$ 34,564.97	\$ 34,857.38	\$ 35,203.96	\$ 35,558.02	\$ 35,821.00

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 17.439	\$ 17.613	\$ 17.848	\$ 17.967	\$ 18.177	\$ 18.328	\$ 18.512	\$ 18.697	\$ 18.884	\$ 19.073
Bi-Weekly	1,395.11	1,409.06	1,427.81	1,437.38	1,454.16	1,466.27	1,480.93	1,495.74	1,510.70	1,525.81
Annual	\$ 36,272.73	\$ 36,635.46	\$ 37,123.14	\$ 37,371.83	\$ 37,808.25	\$ 38,123.01	\$ 38,504.24	\$ 38,889.28	\$ 39,278.17	\$ 39,670.95

116	1	2	3	4	5	6	7	8	9	10
Hourly	\$ 13.586	\$ 13.722	\$ 13.839	\$ 13.998	\$ 14.081	\$ 14.333	\$ 14.422	\$ 14.566	\$ 14.712	\$ 14.859
Bi-Weekly	1,086.90	1,097.77	1,107.13	1,119.84	1,126.47	1,146.66	1,153.77	1,165.31	1,176.96	1,188.73
Annual	\$ 28,259.43	\$ 28,542.03	\$ 28,785.48	\$ 29,115.72	\$ 29,288.33	\$ 29,813.14	\$ 29,997.96	\$ 30,297.94	\$ 30,600.92	\$ 30,906.93

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 15.008	\$ 15.158	\$ 15.309	\$ 15.462	\$ 15.617	\$ 15.673	\$ 15.931	\$ 16.090	\$ 16.251	\$ 16.414
Bi-Weekly	1,200.62	1,212.62	1,224.75	1,237.00	1,249.37	1,253.83	1,274.48	1,287.22	1,300.09	1,313.10
Annual	\$ 31,216.00	\$ 31,528.16	\$ 31,843.44	\$ 32,161.87	\$ 32,483.49	\$ 32,599.68	\$ 33,136.41	\$ 33,467.77	\$ 33,802.45	\$ 34,140.48

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 16.541	\$ 16.744	\$ 16.911	\$ 17.145	\$ 17.251	\$ 17.423	\$ 17.598	\$ 17.771	\$ 17.951	\$ 18.089
Bi-Weekly	1,323.26	1,339.49	1,352.88	1,371.57	1,380.08	1,393.88	1,407.82	1,421.65	1,436.11	1,447.15
Annual	\$ 34,404.67	\$ 34,826.70	\$ 35,174.97	\$ 35,660.70	\$ 35,881.98	\$ 36,240.80	\$ 36,603.21	\$ 36,962.84	\$ 37,338.94	\$ 37,625.99

	31	32	33	34	35	36	37	38	39	40
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Hourly	\$ 18.312	\$ 18.495	\$ 18.680	\$ 18.748	\$ 19.056	\$ 19.246	\$ 19.439	\$ 19.633	\$ 19.830	\$ 20.028
Bi-Weekly	1,464.98	1,479.63	1,494.42	1,499.85	1,524.46	1,539.71	1,555.10	1,570.66	1,586.36	1,602.23
Annual	\$ 38,089.45	\$ 38,470.34	\$ 38,855.05	\$ 38,996.21	\$ 39,636.03	\$ 40,032.39	\$ 40,432.72	\$ 40,837.04	\$ 41,245.41	\$ 41,657.87

	1	2	3	4	5	6	7	8	9	10
117 Hourly	\$ 14.267	\$ 14.410	\$ 14.554	\$ 14.700	\$ 14.783	\$ 14.995	\$ 15.145	\$ 15.296	\$ 15.449	\$ 15.607
Bi-Weekly	1,141.38	1,152.79	1,164.32	1,175.96	1,182.64	1,199.60	1,211.60	1,223.71	1,235.95	1,248.60
Annual	\$ 29,675.83	\$ 29,972.59	\$ 30,272.32	\$ 30,575.04	\$ 30,748.57	\$ 31,189.60	\$ 31,501.49	\$ 31,816.51	\$ 32,134.67	\$ 32,463.54

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 15.760	\$ 15.917	\$ 16.077	\$ 16.167	\$ 16.400	\$ 16.564	\$ 16.729	\$ 16.897	\$ 17.066	\$ 17.236
Bi-Weekly	1,260.79	1,273.40	1,286.13	1,293.36	1,311.98	1,325.10	1,338.36	1,351.74	1,365.26	1,378.91
Annual	\$ 32,780.58	\$ 33,108.39	\$ 33,439.47	\$ 33,627.34	\$ 34,111.60	\$ 34,452.72	\$ 34,797.25	\$ 35,145.22	\$ 35,496.67	\$ 35,851.64

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 17.364	\$ 17.583	\$ 17.759	\$ 17.936	\$ 18.116	\$ 18.297	\$ 18.480	\$ 18.665	\$ 18.851	\$ 19.040
Bi-Weekly	1,389.13	1,406.63	1,420.69	1,434.90	1,449.25	1,463.74	1,478.38	1,493.16	1,508.09	1,523.17
Annual	\$ 36,117.44	\$ 36,572.26	\$ 36,937.98	\$ 37,307.36	\$ 37,680.43	\$ 38,057.24	\$ 38,437.81	\$ 38,822.19	\$ 39,210.41	\$ 39,602.51

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 19.230	\$ 19.331	\$ 19.617	\$ 19.813	\$ 20.011	\$ 20.211	\$ 20.413	\$ 20.617	\$ 20.823	\$ 21.032
Bi-Weekly	1,538.41	1,546.47	1,569.33	1,585.02	1,600.87	1,616.88	1,633.05	1,649.38	1,665.87	1,682.53
Annual	\$ 39,998.54	\$ 40,208.32	\$ 40,802.51	\$ 41,210.53	\$ 41,622.64	\$ 42,038.87	\$ 42,459.26	\$ 42,883.85	\$ 43,312.69	\$ 43,745.81

	1	2	3	4	5	6	7	8	9	10
118 Hourly	\$ 14.981	\$ 15.131	\$ 15.282	\$ 15.435	\$ 15.530	\$ 15.745	\$ 15.903	\$ 16.062	\$ 16.222	\$ 16.385
Bi-Weekly	1,198.49	1,210.48	1,222.58	1,234.81	1,242.43	1,259.63	1,272.22	1,284.94	1,297.79	1,310.77
Annual	\$ 31,160.77	\$ 31,472.37	\$ 31,787.10	\$ 32,104.97	\$ 32,303.24	\$ 32,750.28	\$ 33,077.78	\$ 33,408.56	\$ 33,742.65	\$ 34,080.07

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 16.548	\$ 16.714	\$ 16.881	\$ 16.980	\$ 17.220	\$ 17.393	\$ 17.567	\$ 17.742	\$ 17.920	\$ 18.099
Bi-Weekly	1,323.88	1,337.12	1,350.49	1,358.39	1,377.63	1,391.41	1,405.32	1,419.38	1,433.57	1,447.91
Annual	\$ 34,420.87	\$ 34,765.08	\$ 35,112.73	\$ 35,318.15	\$ 35,818.50	\$ 36,176.68	\$ 36,538.45	\$ 36,903.83	\$ 37,272.87	\$ 37,645.60

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 18.280	\$ 18.463	\$ 18.647	\$ 18.834	\$ 19.022	\$ 19.212	\$ 19.404	\$ 19.583	\$ 19.794	\$ 19.992
Bi-Weekly	1,462.39	1,477.01	1,491.78	1,506.70	1,521.77	1,536.98	1,552.35	1,566.66	1,583.56	1,599.39
Annual	\$ 38,022.06	\$ 38,402.28	\$ 38,786.30	\$ 39,174.16	\$ 39,565.91	\$ 39,961.56	\$ 40,361.18	\$ 40,733.13	\$ 41,172.44	\$ 41,584.16

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 20.297	\$ 20.394	\$ 20.598	\$ 20.804	\$ 21.012	\$ 21.222	\$ 21.435	\$ 21.649	\$ 21.865	\$ 22.084
Bi-Weekly	1,623.75	1,631.54	1,647.85	1,664.33	1,680.98	1,697.79	1,714.76	1,731.91	1,749.23	1,766.72
Annual	\$ 42,217.53	\$ 42,420.01	\$ 42,844.21	\$ 43,272.65	\$ 43,705.37	\$ 44,142.43	\$ 44,583.85	\$ 45,029.69	\$ 45,479.99	\$ 45,934.79

	1	2	3	4	5	6	7	8	9	10
Hourly	\$ 15.728	\$ 15.885	\$ 16.044	\$ 16.205	\$ 16.311	\$ 16.530	\$ 16.696	\$ 16.863	\$ 16.904	\$ 17.199
Bi-Weekly	1,258.24	1,270.82	1,283.53	1,296.37	1,304.85	1,322.42	1,335.65	1,349.00	1,352.31	1,375.96
Annual	\$ 32,714.24	\$ 33,041.38	\$ 33,371.79	\$ 33,705.51	\$ 33,925.98	\$ 34,382.99	\$ 34,726.82	\$ 35,074.09	\$ 35,160.05	\$ 35,774.89

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 17.373	\$ 17.547	\$ 17.723	\$ 17.900	\$ 18.079	\$ 18.260	\$ 18.442	\$ 18.627	\$ 18.813	\$ 19.001
Bi-Weekly	1,389.88	1,403.78	1,417.82	1,431.99	1,446.31	1,460.78	1,475.39	1,490.14	1,505.04	1,520.09
Annual	\$ 36,136.87	\$ 36,498.24	\$ 36,863.22	\$ 37,231.85	\$ 37,604.17	\$ 37,980.21	\$ 38,360.01	\$ 38,743.61	\$ 39,131.05	\$ 39,522.36

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 19.144	\$ 19.383	\$ 19.577	\$ 19.773	\$ 19.970	\$ 20.170	\$ 20.372	\$ 20.576	\$ 20.781	\$ 20.989
Bi-Weekly	1,531.53	1,550.64	1,566.15	1,581.81	1,597.63	1,613.61	1,629.74	1,646.04	1,662.50	1,679.13
Annual	\$ 39,819.65	\$ 40,316.76	\$ 40,719.93	\$ 41,127.13	\$ 41,538.40	\$ 41,953.78	\$ 42,373.32	\$ 42,797.05	\$ 43,225.02	\$ 43,657.27

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 21.199	\$ 21.319	\$ 21.625	\$ 21.841	\$ 22.087	\$ 22.280	\$ 22.503	\$ 22.728	\$ 22.955	\$ 23.185
Bi-Weekly	1,695.92	1,705.50	1,730.01	1,747.31	1,766.99	1,782.43	1,800.25	1,818.25	1,836.44	1,854.80
Annual	\$ 44,093.85	\$ 44,343.12	\$ 44,980.13	\$ 45,429.94	\$ 45,941.70	\$ 46,343.08	\$ 46,806.51	\$ 47,274.57	\$ 47,747.32	\$ 48,224.79

	1	2	3	4	5	6	7	8	9	10
Hourly	\$ 16.519	\$ 16.684	\$ 16.851	\$ 17.019	\$ 17.190	\$ 17.361	\$ 17.535	\$ 17.710	\$ 17.887	\$ 18.066

Bi-Weekly	1,321.50	1,334.72	1,348.07	1,361.55	1,375.16	1,388.91	1,402.80	1,416.83	1,431.00	1,445.31
Annual	\$ 34,359.09	\$ 34,702.68	\$ 35,049.70	\$ 35,400.20	\$ 35,754.20	\$ 36,111.74	\$ 36,472.86	\$ 36,837.59	\$ 37,205.97	\$ 37,578.03

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 18.247	\$ 18.429	\$ 18.614	\$ 18.715	\$ 18.988	\$ 19.178	\$ 19.370	\$ 19.563	\$ 19.759	\$ 19.956
Bi-Weekly	1,459.76	1,474.36	1,489.10	1,497.24	1,519.03	1,534.22	1,549.57	1,565.06	1,580.71	1,596.52
Annual	\$ 37,953.81	\$ 38,333.34	\$ 38,716.68	\$ 38,928.14	\$ 39,494.88	\$ 39,889.83	\$ 40,288.73	\$ 40,691.62	\$ 41,098.53	\$ 41,509.52

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 20.156	\$ 20.358	\$ 20.561	\$ 20.767	\$ 20.974	\$ 21.184	\$ 21.396	\$ 21.593	\$ 21.826	\$ 22.044
Bi-Weekly	1,612.49	1,628.61	1,644.90	1,661.35	1,677.96	1,694.74	1,711.69	1,727.46	1,746.09	1,763.55
Annual	\$ 41,924.61	\$ 42,343.86	\$ 42,767.30	\$ 43,194.97	\$ 43,626.92	\$ 44,063.19	\$ 44,503.82	\$ 44,914.04	\$ 45,398.35	\$ 45,852.33

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 22.265	\$ 22.487	\$ 22.712	\$ 22.939	\$ 23.169	\$ 23.401	\$ 23.635	\$ 23.871	\$ 24.110	\$ 24.351
Bi-Weekly	1,781.19	1,799.00	1,816.99	1,835.16	1,853.51	1,872.05	1,890.77	1,909.67	1,928.77	1,948.06
Annual	\$ 46,310.86	\$ 46,773.97	\$ 47,241.70	\$ 47,714.12	\$ 48,191.26	\$ 48,673.18	\$ 49,159.91	\$ 49,651.51	\$ 50,148.02	\$ 50,649.50

121		1	2	3	4	5	6	7	8	9	10
Hourly		\$ 17.343	\$ 17.516	\$ 17.691	\$ 17.868	\$ 18.047	\$ 18.227	\$ 18.409	\$ 18.594	\$ 18.779	\$ 18.967
Bi-Weekly		1,387.40	1,401.28	1,415.29	1,429.44	1,443.74	1,458.17	1,472.76	1,487.48	1,502.36	1,517.38
Annual		\$ 36,072.47	\$ 36,433.20	\$ 36,797.53	\$ 37,165.50	\$ 37,537.16	\$ 37,912.53	\$ 38,291.65	\$ 38,674.57	\$ 39,061.32	\$ 39,451.93

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 19.157	\$ 19.349	\$ 19.542	\$ 19.737	\$ 19.935	\$ 20.134	\$ 20.335	\$ 20.539	\$ 20.736	\$ 20.952
Bi-Weekly	1,532.56	1,547.88	1,563.36	1,578.99	1,594.78	1,610.73	1,626.84	1,643.11	1,658.88	1,676.13
Annual	\$ 39,846.45	\$ 40,244.91	\$ 40,647.36	\$ 41,053.84	\$ 41,464.38	\$ 41,879.02	\$ 42,297.81	\$ 42,720.79	\$ 43,131.00	\$ 43,579.48

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 21.161	\$ 21.373	\$ 21.587	\$ 21.802	\$ 22.020	\$ 22.241	\$ 22.463	\$ 22.688	\$ 22.915	\$ 23.144
Bi-Weekly	1,692.89	1,709.82	1,726.92	1,744.19	1,761.63	1,779.25	1,797.04	1,815.01	1,833.16	1,851.49
Annual	\$ 44,015.27	\$ 44,455.42	\$ 44,899.98	\$ 45,348.98	\$ 45,802.47	\$ 46,260.49	\$ 46,723.10	\$ 47,190.33	\$ 47,662.23	\$ 48,138.85

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 23.375	\$ 23.609	\$ 23.845	\$ 24.083	\$ 24.324	\$ 24.567	\$ 24.813	\$ 25.061	\$ 25.312	\$ 25.565
Bi-Weekly	1,870.01	1,888.71	1,907.60	1,926.67	1,945.94	1,965.40	1,985.05	2,004.90	2,024.95	2,045.20
Annual	\$ 48,620.24	\$ 49,106.44	\$ 49,597.51	\$ 50,093.48	\$ 50,594.42	\$ 51,100.36	\$ 51,611.37	\$ 52,127.48	\$ 52,648.75	\$ 53,175.24

	1	2	3	4	5	6	7	8	9	10
122 Hourly	\$ 18.210	\$ 18.392	\$ 18.576	\$ 18.762	\$ 18.950	\$ 19.139	\$ 19.331	\$ 19.524	\$ 19.719	\$ 19.916
Bi-Weekly	1,456.82	1,471.38	1,486.10	1,500.96	1,515.97	1,531.13	1,546.44	1,561.90	1,577.52	1,593.30
Annual	\$ 37,877.24	\$ 38,256.01	\$ 38,638.57	\$ 39,024.96	\$ 39,415.20	\$ 39,809.36	\$ 40,207.45	\$ 40,609.52	\$ 41,015.62	\$ 41,425.78

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 20.115	\$ 20.317	\$ 20.520	\$ 20.725	\$ 20.932	\$ 21.141	\$ 21.385	\$ 21.566	\$ 21.782	\$ 22.000
Bi-Weekly	1,609.23	1,625.32	1,641.58	1,657.99	1,674.57	1,691.32	1,710.83	1,725.31	1,742.57	1,759.99
Annual	\$ 41,840.03	\$ 42,258.43	\$ 42,681.02	\$ 43,107.83	\$ 43,538.91	\$ 43,974.30	\$ 44,481.45	\$ 44,858.18	\$ 45,306.76	\$ 45,759.83

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 22.220	\$ 22.571	\$ 22.667	\$ 22.893	\$ 23.122	\$ 23.353	\$ 23.587	\$ 23.823	\$ 24.061	\$ 24.302
Bi-Weekly	1,777.59	1,805.67	1,813.32	1,831.46	1,849.77	1,868.27	1,886.95	1,905.82	1,924.88	1,944.13
Annual	\$ 46,217.43	\$ 46,947.40	\$ 47,146.40	\$ 47,617.86	\$ 48,094.04	\$ 48,574.98	\$ 49,060.73	\$ 49,551.34	\$ 50,046.85	\$ 50,547.32

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 24.545	\$ 24.790	\$ 25.038	\$ 25.288	\$ 25.541	\$ 25.797	\$ 26.055	\$ 26.315	\$ 26.578	\$ 26.844
Bi-Weekly	1,963.57	1,983.20	2,003.04	2,023.07	2,043.30	2,063.73	2,084.37	2,105.21	2,126.26	2,147.53
Annual	\$ 51,052.79	\$ 51,563.32	\$ 52,078.95	\$ 52,599.74	\$ 53,125.74	\$ 53,657.00	\$ 54,193.57	\$ 54,735.50	\$ 55,282.86	\$ 55,835.69

	1	2	3	4	5	6	7	8	9	10
123 Hourly	\$ 19.122	\$ 19.313	\$ 19.506	\$ 19.701	\$ 19.898	\$ 20.097	\$ 20.298	\$ 20.501	\$ 20.706	\$ 20.912
Bi-Weekly	1,529.75	1,545.04	1,560.49	1,576.10	1,591.86	1,607.78	1,623.86	1,640.09	1,656.50	1,672.99
Annual	\$ 39,773.38	\$ 40,171.12	\$ 40,572.83	\$ 40,978.56	\$ 41,388.34	\$ 41,802.23	\$ 42,220.25	\$ 42,642.45	\$ 43,068.87	\$ 43,497.71

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 21.122	\$ 21.334	\$ 21.547	\$ 21.762	\$ 21.980	\$ 22.200	\$ 22.422	\$ 22.646	\$ 22.868	\$ 23.101
Bi-Weekly	1,689.79	1,706.69	1,723.76	1,740.99	1,758.40	1,775.99	1,793.75	1,811.68	1,829.40	1,848.10
Annual	\$ 43,934.56	\$ 44,373.90	\$ 44,817.64	\$ 45,265.82	\$ 45,718.48	\$ 46,175.66	\$ 46,637.42	\$ 47,103.79	\$ 47,564.44	\$ 48,050.58

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 23.332	\$ 23.566	\$ 23.801	\$ 24.039	\$ 24.280	\$ 24.522	\$ 24.768	\$ 25.015	\$ 25.265	\$ 25.518
Bi-Weekly	1,866.58	1,885.25	1,904.10	1,923.14	1,942.37	1,961.79	1,981.41	2,001.23	2,021.24	2,041.45

Annual	\$ 48,531.09	\$ 49,016.40	\$ 49,506.56	\$ 50,001.63	\$ 50,501.64	\$ 51,006.66	\$ 51,516.73	\$ 52,031.89	\$ 52,552.21	\$ 53,077.73
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	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 25.745	\$ 26.031	\$ 26.291	\$ 26.554	\$ 26.820	\$ 27.088	\$ 27.359	\$ 27.632	\$ 27.909	\$ 28.188
Bi-Weekly	2,059.63	2,082.48	2,103.31	2,124.34	2,145.59	2,167.04	2,188.71	2,210.60	2,232.71	2,255.03
Annual	\$ 53,550.34	\$ 54,144.60	\$ 54,686.04	\$ 55,232.90	\$ 55,785.23	\$ 56,343.08	\$ 56,906.52	\$ 57,475.58	\$ 58,050.34	\$ 58,630.84

	1	2	3	4	5	6	7	8	9	10
124 Hourly	\$ 20.077	\$ 20.278	\$ 20.440	\$ 20.670	\$ 20.893	\$ 21.102	\$ 21.313	\$ 21.526	\$ 21.741	\$ 21.958
Bi-Weekly	1,606.19	1,622.25	1,635.24	1,653.56	1,671.41	1,688.12	1,705.00	1,722.05	1,739.27	1,756.67
Annual	\$ 41,760.91	\$ 42,178.52	\$ 42,516.16	\$ 42,992.66	\$ 43,456.57	\$ 43,891.14	\$ 44,330.05	\$ 44,773.35	\$ 45,221.08	\$ 45,673.29

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 22.178	\$ 22.400	\$ 22.624	\$ 22.850	\$ 23.078	\$ 23.309	\$ 23.542	\$ 23.778	\$ 24.015	\$ 24.256
Bi-Weekly	1,774.23	1,791.97	1,809.89	1,827.99	1,846.27	1,864.74	1,883.38	1,902.22	1,921.24	1,940.45
Annual	\$ 46,130.03	\$ 46,591.33	\$ 47,057.24	\$ 47,527.81	\$ 48,003.09	\$ 48,483.12	\$ 48,967.95	\$ 49,457.63	\$ 49,952.21	\$ 50,451.73

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 24.498	\$ 24.743	\$ 24.991	\$ 25.327	\$ 25.493	\$ 25.748	\$ 26.005	\$ 26.265	\$ 26.528	\$ 26.793
Bi-Weekly	1,959.86	1,979.45	1,999.25	2,026.18	2,039.43	2,059.83	2,080.43	2,101.23	2,122.24	2,143.47
Annual	\$ 50,956.25	\$ 51,465.81	\$ 51,980.47	\$ 52,680.78	\$ 53,025.27	\$ 53,555.53	\$ 54,091.08	\$ 54,631.99	\$ 55,178.31	\$ 55,730.10

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 27.061	\$ 27.332	\$ 27.605	\$ 27.881	\$ 28.160	\$ 28.442	\$ 28.726	\$ 29.013	\$ 29.303	\$ 29.596
Bi-Weekly	2,164.90	2,186.55	2,208.41	2,230.50	2,252.80	2,275.33	2,298.08	2,321.07	2,344.28	2,367.72
Annual	\$ 56,287.40	\$ 56,850.27	\$ 57,418.77	\$ 57,992.96	\$ 58,572.89	\$ 59,158.62	\$ 59,750.21	\$ 60,347.71	\$ 60,951.19	\$ 61,560.70

	1	2	3	4	5	6	7	8	9	10
125 Hourly	\$ 21.088	\$ 21.299	\$ 21.461	\$ 21.727	\$ 21.944	\$ 22.164	\$ 22.385	\$ 22.648	\$ 22.835	\$ 23.054
Bi-Weekly	1,687.03	1,703.90	1,716.91	1,738.14	1,755.53	1,773.08	1,790.81	1,811.83	1,826.81	1,844.35
Annual	\$ 43,862.66	\$ 44,301.29	\$ 44,639.56	\$ 45,191.75	\$ 45,643.66	\$ 46,100.10	\$ 46,561.10	\$ 47,107.70	\$ 47,496.98	\$ 47,953.10

	11	12	13	14	15	16	17	18	19	20
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Hourly	\$ 23.294	\$ 23.471	\$ 23.762	\$ 24.000	\$ 24.240	\$ 24.482	\$ 24.727	\$ 24.974	\$ 25.207	\$ 25.476
Bi-Weekly	1,863.53	1,877.71	1,900.98	1,919.99	1,939.19	1,958.58	1,978.17	1,997.95	2,016.56	2,038.11
Annual	\$ 48,451.67	\$ 48,820.47	\$ 49,425.55	\$ 49,919.80	\$ 50,419.00	\$ 50,923.19	\$ 51,432.42	\$ 51,946.75	\$ 52,430.45	\$ 52,990.88

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 25.731	\$ 25.988	\$ 26.248	\$ 26.511	\$ 26.776	\$ 27.044	\$ 27.314	\$ 27.587	\$ 27.863	\$ 28.257
Bi-Weekly	2,058.49	2,079.08	2,099.87	2,120.87	2,142.07	2,163.50	2,185.13	2,206.98	2,229.05	2,260.55
Annual	\$ 53,520.78	\$ 54,055.99	\$ 54,596.55	\$ 55,142.52	\$ 55,693.94	\$ 56,250.88	\$ 56,813.39	\$ 57,381.52	\$ 57,955.34	\$ 58,774.28

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 28.423	\$ 28.707	\$ 28.994	\$ 29.284	\$ 29.577	\$ 29.873	\$ 30.172	\$ 30.474	\$ 30.778	\$ 31.086
Bi-Weekly	2,273.86	2,296.59	2,319.56	2,342.76	2,366.18	2,389.84	2,413.74	2,437.88	2,462.26	2,486.88
Annual	\$ 59,120.24	\$ 59,711.44	\$ 60,308.56	\$ 60,911.64	\$ 61,520.76	\$ 62,135.97	\$ 62,757.33	\$ 63,384.90	\$ 64,018.75	\$ 64,658.94

128	1	2	3	4	5	6	7	8	9	10
Hourly	\$ 24.405	\$ 24.649	\$ 24.895	\$ 25.295	\$ 25.396	\$ 25.650	\$ 25.906	\$ 26.165	\$ 26.427	\$ 26.691
Bi-Weekly	1,952.38	1,971.90	1,991.62	2,023.57	2,031.66	2,051.97	2,072.49	2,093.22	2,114.15	2,135.29
Annual	\$ 50,761.89	\$ 51,269.51	\$ 51,782.21	\$ 52,612.71	\$ 52,823.03	\$ 53,351.26	\$ 53,884.77	\$ 54,423.62	\$ 54,967.86	\$ 55,517.54

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 26.958	\$ 27.228	\$ 27.500	\$ 27.775	\$ 28.053	\$ 28.333	\$ 28.616	\$ 28.903	\$ 29.192	\$ 29.484
Bi-Weekly	2,156.64	2,178.21	2,199.99	2,221.99	2,244.21	2,266.65	2,289.32	2,312.21	2,335.34	2,358.69
Annual	\$ 56,072.71	\$ 56,633.44	\$ 57,199.77	\$ 57,771.77	\$ 58,349.49	\$ 58,932.98	\$ 59,522.31	\$ 60,117.54	\$ 60,718.71	\$ 61,325.90

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 29.778	\$ 30.076	\$ 30.377	\$ 30.786	\$ 30.988	\$ 31.297	\$ 31.610	\$ 31.927	\$ 32.246	\$ 32.568
Bi-Weekly	2,382.28	2,406.10	2,430.16	2,462.91	2,479.01	2,503.80	2,528.83	2,554.12	2,579.66	2,605.46
Annual	\$ 61,939.16	\$ 62,558.55	\$ 63,184.13	\$ 64,035.55	\$ 64,454.14	\$ 65,098.68	\$ 65,749.66	\$ 66,407.16	\$ 67,071.23	\$ 67,741.94

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 32.894	\$ 33.223	\$ 33.555	\$ 33.891	\$ 34.230	\$ 34.572	\$ 34.918	\$ 35.267	\$ 35.619	\$ 35.976
Bi-Weekly	2,631.51	2,657.83	2,684.41	2,711.25	2,738.36	2,765.75	2,793.41	2,821.34	2,849.55	2,878.05
Annual	\$ 68,419.36	\$ 69,103.56	\$ 69,794.59	\$ 70,492.54	\$ 71,197.46	\$ 71,909.44	\$ 72,628.53	\$ 73,354.82	\$ 74,088.37	\$ 74,829.25

	1	2	3	4	5	6	7	8	9	10
129 Hourly	\$ 25.624	\$ 25.880	\$ 26.139	\$ 26.400	\$ 26.664	\$ 26.931	\$ 27.200	\$ 27.472	\$ 27.747	\$ 28.024
Bi-Weekly	2,049.91	2,070.41	2,091.11	2,112.03	2,133.15	2,154.48	2,176.02	2,197.78	2,219.76	2,241.96
Annual	\$ 53,297.70	\$ 53,830.68	\$ 54,368.99	\$ 54,912.68	\$ 55,461.80	\$ 56,016.42	\$ 56,576.59	\$ 57,142.35	\$ 57,713.78	\$ 58,290.91

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 28.305	\$ 28.588	\$ 28.874	\$ 29.162	\$ 29.454	\$ 29.749	\$ 30.046	\$ 30.346	\$ 30.650	\$ 30.956
Bi-Weekly	2,264.38	2,287.02	2,309.89	2,332.99	2,356.32	2,379.88	2,403.68	2,427.72	2,452.00	2,476.52
Annual	\$ 58,873.82	\$ 59,462.56	\$ 60,057.19	\$ 60,657.76	\$ 61,264.34	\$ 61,876.98	\$ 62,495.75	\$ 63,120.71	\$ 63,751.91	\$ 64,389.43

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 31.266	\$ 31.579	\$ 31.894	\$ 32.213	\$ 32.536	\$ 32.861	\$ 33.190	\$ 33.521	\$ 33.857	\$ 34.195
Bi-Weekly	2,501.28	2,526.29	2,551.56	2,577.07	2,602.84	2,628.87	2,655.16	2,681.71	2,708.53	2,735.62
Annual	\$ 65,033.33	\$ 65,683.66	\$ 66,340.50	\$ 67,003.90	\$ 67,673.94	\$ 68,350.68	\$ 69,034.19	\$ 69,724.53	\$ 70,421.78	\$ 71,125.99

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 34.537	\$ 34.883	\$ 35.231	\$ 35.584	\$ 35.939	\$ 36.299	\$ 36.662	\$ 37.028	\$ 37.399	\$ 37.773
Bi-Weekly	2,762.97	2,790.60	2,818.51	2,846.69	2,875.16	2,903.91	2,932.95	2,962.28	2,991.90	3,021.82
Annual	\$ 71,837.25	\$ 72,555.63	\$ 73,281.18	\$ 74,013.99	\$ 74,754.13	\$ 75,501.67	\$ 76,256.69	\$ 77,019.26	\$ 77,789.45	\$ 78,567.35

	1	2	3	4	5	6	7	8	9	10
131 Hourly	\$ 28.249	\$ 28.531	\$ 28.817	\$ 29.105	\$ 29.396	\$ 29.690	\$ 29.987	\$ 30.287	\$ 30.590	\$ 30.895
Bi-Weekly	2,259.91	2,282.51	2,305.34	2,328.39	2,351.67	2,375.19	2,398.94	2,422.93	2,447.16	2,471.63
Annual	\$ 58,757.69	\$ 59,345.27	\$ 59,938.72	\$ 60,538.11	\$ 61,143.49	\$ 61,754.92	\$ 62,372.47	\$ 62,996.20	\$ 63,626.16	\$ 64,262.42

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 31.204	\$ 31.516	\$ 31.832	\$ 32.150	\$ 32.471	\$ 32.796	\$ 33.124	\$ 33.455	\$ 33.790	\$ 34.128
Bi-Weekly	2,496.35	2,521.31	2,546.52	2,571.99	2,597.71	2,623.69	2,649.92	2,676.42	2,703.19	2,730.22
Annual	\$ 64,905.05	\$ 65,554.10	\$ 66,209.64	\$ 66,871.73	\$ 67,540.45	\$ 68,215.86	\$ 68,898.01	\$ 69,587.00	\$ 70,282.86	\$ 70,985.69

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 34.469	\$ 34.814	\$ 35.162	\$ 35.513	\$ 35.869	\$ 36.227	\$ 36.590	\$ 37.138	\$ 37.325	\$ 37.698

Bi-Weekly	2,757.52	2,785.10	2,812.95	2,841.08	2,869.49	2,898.18	2,927.16	2,971.08	2,986.00	3,015.86
Annual	\$ 71,695.55	\$ 72,412.51	\$ 73,136.63	\$ 73,868.00	\$ 74,606.68	\$ 75,352.74	\$ 76,106.27	\$ 77,248.02	\$ 77,636.01	\$ 78,412.37

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 38.133	\$ 38.456	\$ 38.841	\$ 39.229	\$ 39.621	\$ 40.017	\$ 40.418	\$ 40.822	\$ 41.230	\$ 41.642
Bi-Weekly	3,050.64	3,076.48	3,107.24	3,138.32	3,169.70	3,201.40	3,233.41	3,265.74	3,298.40	3,331.39
Annual	\$ 79,316.51	\$ 79,988.46	\$ 80,788.34	\$ 81,596.22	\$ 82,412.19	\$ 83,236.31	\$ 84,068.67	\$ 84,909.36	\$ 85,758.45	\$ 86,616.04

	1	2	3	4	5	6	7	8	9	10
132 Hourly	\$ 29.666	\$ 29.962	\$ 30.262	\$ 30.565	\$ 30.870	\$ 31.179	\$ 31.491	\$ 31.806	\$ 32.124	\$ 32.445
Bi-Weekly	2,373.26	2,396.99	2,420.96	2,445.17	2,469.62	2,494.32	2,519.26	2,544.45	2,569.90	2,595.60
Annual	\$ 61,704.71	\$ 62,321.76	\$ 62,944.98	\$ 63,574.43	\$ 64,210.17	\$ 64,852.28	\$ 65,500.80	\$ 66,155.81	\$ 66,817.36	\$ 67,485.54

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 32.769	\$ 33.097	\$ 33.428	\$ 33.762	\$ 34.100	\$ 34.441	\$ 34.785	\$ 35.133	\$ 35.485	\$ 35.839
Bi-Weekly	2,621.55	2,647.77	2,674.25	2,700.99	2,728.00	2,755.28	2,782.83	2,810.66	2,838.77	2,867.15
Annual	\$ 68,160.39	\$ 68,842.00	\$ 69,530.42	\$ 70,225.72	\$ 70,927.98	\$ 71,637.26	\$ 72,353.63	\$ 73,077.17	\$ 73,807.94	\$ 74,546.02

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 36.113	\$ 36.560	\$ 36.925	\$ 37.295	\$ 37.668	\$ 38.044	\$ 38.425	\$ 38.809	\$ 39.197	\$ 39.589
Bi-Weekly	2,889.07	2,924.78	2,954.03	2,983.57	3,013.41	3,043.54	3,073.98	3,104.72	3,135.76	3,167.12
Annual	\$ 75,115.84	\$ 76,044.39	\$ 76,804.84	\$ 77,572.89	\$ 78,348.61	\$ 79,132.10	\$ 79,923.42	\$ 80,722.66	\$ 81,529.88	\$ 82,345.18

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 39.985	\$ 40.385	\$ 40.789	\$ 41.197	\$ 41.608	\$ 42.025	\$ 42.445	\$ 42.869	\$ 43.298	\$ 43.731
Bi-Weekly	3,198.79	3,230.78	3,263.09	3,295.72	3,328.68	3,361.96	3,395.58	3,429.54	3,463.84	3,498.47
Annual	\$ 83,168.63	\$ 84,000.32	\$ 84,840.32	\$ 85,688.73	\$ 86,545.61	\$ 87,411.07	\$ 88,285.18	\$ 89,168.03	\$ 90,059.71	\$ 90,960.31

	1	2	3	4	5	6	7	8	9	10
133 Hourly	\$ 31.148	\$ 31.460	\$ 31.775	\$ 32.092	\$ 32.413	\$ 32.737	\$ 33.065	\$ 33.395	\$ 33.729	\$ 34.067
Bi-Weekly	2,491.88	2,516.80	2,541.96	2,567.38	2,593.06	2,618.99	2,645.18	2,671.63	2,698.35	2,725.33
Annual	\$ 64,788.81	\$ 65,436.70	\$ 66,091.06	\$ 66,751.97	\$ 67,419.49	\$ 68,093.69	\$ 68,774.63	\$ 69,462.37	\$ 70,157.00	\$ 70,858.57

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 34.407	\$ 34.751	\$ 35.099	\$ 35.450	\$ 35.804	\$ 36.162	\$ 36.524	\$ 36.889	\$ 37.258	\$ 37.631
Bi-Weekly	2,752.58	2,780.11	2,807.91	2,835.99	2,864.35	2,892.99	2,921.92	2,951.14	2,980.65	3,010.46
Annual	\$ 71,567.15	\$ 72,282.82	\$ 73,005.65	\$ 73,735.71	\$ 74,473.06	\$ 75,217.79	\$ 75,969.97	\$ 76,729.67	\$ 77,496.97	\$ 78,271.94

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 38.124	\$ 38.387	\$ 38.771	\$ 39.159	\$ 39.550	\$ 39.946	\$ 40.345	\$ 40.749	\$ 41.156	\$ 41.462
Bi-Weekly	3,049.96	3,070.97	3,101.68	3,132.70	3,164.02	3,195.66	3,227.62	3,259.90	3,292.49	3,316.92
Annual	\$ 79,298.95	\$ 79,845.20	\$ 80,643.66	\$ 81,450.09	\$ 82,264.59	\$ 83,087.24	\$ 83,918.11	\$ 84,757.29	\$ 85,604.87	\$ 86,240.05

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 41.983	\$ 42.403	\$ 42.827	\$ 43.256	\$ 43.688	\$ 44.125	\$ 44.566	\$ 45.012	\$ 45.462	\$ 45.917
Bi-Weekly	3,358.67	3,392.26	3,426.18	3,460.45	3,495.05	3,530.00	3,565.30	3,600.95	3,636.96	3,673.33
Annual	\$ 87,325.52	\$ 88,198.78	\$ 89,080.77	\$ 89,971.58	\$ 90,871.29	\$ 91,780.00	\$ 92,697.80	\$ 93,624.78	\$ 94,561.03	\$ 95,506.64

134

	1	2	3	4	5	6	7	8	9	10
Hourly	\$ 32.708	\$ 33.035	\$ 33.366	\$ 33.699	\$ 34.036	\$ 34.377	\$ 34.720	\$ 35.067	\$ 35.418	\$ 35.772
Bi-Weekly	2,616.65	2,642.81	2,669.24	2,695.93	2,722.89	2,750.12	2,777.62	2,805.40	2,833.45	2,861.79
Annual	\$ 68,032.82	\$ 68,713.15	\$ 69,400.28	\$ 70,094.28	\$ 70,795.22	\$ 71,503.18	\$ 72,218.21	\$ 72,940.39	\$ 73,669.79	\$ 74,406.49

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 36.130	\$ 36.491	\$ 36.856	\$ 37.225	\$ 37.597	\$ 37.973	\$ 38.353	\$ 38.736	\$ 39.124	\$ 39.515
Bi-Weekly	2,890.41	2,919.31	2,948.50	2,977.99	3,007.77	3,037.85	3,068.22	3,098.91	3,129.90	3,161.19
Annual	\$ 75,150.56	\$ 75,902.06	\$ 76,661.08	\$ 77,427.69	\$ 78,201.97	\$ 78,983.99	\$ 79,773.83	\$ 80,571.57	\$ 81,377.28	\$ 82,191.06

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 39.910	\$ 40.309	\$ 40.712	\$ 41.119	\$ 41.531	\$ 41.946	\$ 42.365	\$ 42.789	\$ 43.217	\$ 43.649
Bi-Weekly	3,192.81	3,224.73	3,256.98	3,289.55	3,322.45	3,355.67	3,389.23	3,423.12	3,457.35	3,491.93
Annual	\$ 83,012.97	\$ 83,843.10	\$ 84,681.53	\$ 85,528.34	\$ 86,383.63	\$ 87,247.46	\$ 88,119.94	\$ 89,001.14	\$ 89,891.15	\$ 90,790.06

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 44.318	\$ 44.526	\$ 44.972	\$ 45.421	\$ 45.876	\$ 46.334	\$ 46.798	\$ 47.266	\$ 47.738	\$ 48.216
Bi-Weekly	3,545.46	3,562.11	3,597.73	3,633.71	3,670.05	3,706.75	3,743.82	3,781.25	3,819.07	3,857.26
Annual	\$ 92,182.03	\$ 92,614.94	\$ 93,541.09	\$ 94,476.50	\$ 95,421.26	\$ 96,375.48	\$ 97,339.23	\$ 98,312.62	\$ 99,295.75	\$ 100,288.71

	1	2	3	4	5	6	7	8	9	10
135 Hourly	\$ 34.345	\$ 34.688	\$ 35.035	\$ 35.385	\$ 35.739	\$ 36.097	\$ 36.457	\$ 36.822	\$ 37.190	\$ 37.562
Bi-Weekly	2,747.57	2,775.04	2,802.79	2,830.82	2,859.13	2,887.72	2,916.60	2,945.76	2,975.22	3,004.97
Annual	\$ 71,436.74	\$ 72,151.11	\$ 72,872.62	\$ 73,601.35	\$ 74,337.36	\$ 75,080.73	\$ 75,831.54	\$ 76,589.86	\$ 77,355.76	\$ 78,129.31

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 37.938	\$ 38.317	\$ 38.700	\$ 39.087	\$ 39.478	\$ 39.873	\$ 40.272	\$ 40.674	\$ 41.081	\$ 41.492
Bi-Weekly	3,035.02	3,065.37	3,096.03	3,126.99	3,158.26	3,189.84	3,221.74	3,253.96	3,286.50	3,319.36
Annual	\$ 78,910.61	\$ 79,699.71	\$ 80,496.71	\$ 81,301.68	\$ 82,114.69	\$ 82,935.84	\$ 83,765.20	\$ 84,602.85	\$ 85,448.88	\$ 86,303.37

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 41.803	\$ 42.326	\$ 42.749	\$ 43.177	\$ 43.609	\$ 44.045	\$ 44.485	\$ 44.930	\$ 45.379	\$ 45.833
Bi-Weekly	3,344.20	3,386.08	3,419.94	3,454.14	3,488.68	3,523.57	3,558.80	3,594.39	3,630.34	3,666.64
Annual	\$ 86,949.31	\$ 88,038.07	\$ 88,918.45	\$ 89,807.63	\$ 90,705.71	\$ 91,612.76	\$ 92,528.89	\$ 93,454.18	\$ 94,388.72	\$ 95,332.61

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 46.291	\$ 46.754	\$ 47.371	\$ 47.694	\$ 48.171	\$ 48.653	\$ 49.139	\$ 49.631	\$ 50.127	\$ 50.628
Bi-Weekly	3,703.31	3,740.34	3,789.71	3,815.52	3,853.67	3,892.21	3,931.13	3,970.44	4,010.15	4,050.25
Annual	\$ 96,285.94	\$ 97,248.80	\$ 98,532.45	\$ 99,203.50	\$ 100,195.53	\$ 101,197.49	\$ 102,209.46	\$ 103,231.56	\$ 104,263.87	\$ 105,306.51

	1	2	3	4	5	6	7	8	9	10
140 Hourly	\$ 43.834	\$ 44.272	\$ 44.715	\$ 45.162	\$ 45.614	\$ 46.070	\$ 46.531	\$ 46.996	\$ 47.466	\$ 47.941
Bi-Weekly	3,506.73	3,541.80	3,577.21	3,612.99	3,649.12	3,685.61	3,722.46	3,759.69	3,797.28	3,835.26
Annual	\$ 91,174.94	\$ 92,086.69	\$ 93,007.56	\$ 93,937.63	\$ 94,877.01	\$ 95,825.78	\$ 96,784.04	\$ 97,751.88	\$ 98,729.40	\$ 99,716.69

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 48.420	\$ 48.904	\$ 49.393	\$ 49.887	\$ 50.386	\$ 50.890	\$ 51.399	\$ 51.913	\$ 52.432	\$ 52.956
Bi-Weekly	3,873.61	3,912.35	3,951.47	3,990.98	4,030.89	4,071.20	4,111.91	4,153.03	4,194.56	4,236.51
Annual	\$ 100,713.86	\$ 101,721.00	\$ 102,738.21	\$ 103,765.59	\$ 104,803.24	\$ 105,851.28	\$ 106,909.79	\$ 107,978.89	\$ 109,058.68	\$ 110,149.26

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 53.486	\$ 54.021	\$ 54.561	\$ 55.107	\$ 55.658	\$ 56.214	\$ 56.776	\$ 57.344	\$ 57.918	\$ 58.497
Bi-Weekly	4,278.88	4,321.66	4,364.88	4,408.53	4,452.61	4,497.14	4,542.11	4,587.53	4,633.41	4,679.74
Annual	\$ 111,250.76	\$ 112,363.26	\$ 113,486.90	\$ 114,621.76	\$ 115,767.98	\$ 116,925.66	\$ 118,094.92	\$ 119,275.87	\$ 120,468.63	\$ 121,673.31

	31	32	33	34	35	36	37	38	39	40
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Hourly	\$ 59.082	\$ 59.673	\$ 60.269	\$ 60.872	\$ 61.481	\$ 62.096	\$ 62.716	\$ 63.344	\$ 63.977	\$ 64.617
Bi-Weekly	4,726.54	4,773.81	4,821.54	4,869.76	4,918.46	4,967.64	5,017.32	5,067.49	5,118.17	5,169.35
Annual	\$ 122,890.05	\$ 124,118.95	\$ 125,360.14	\$ 126,613.74	\$ 127,879.87	\$ 129,158.67	\$ 130,450.26	\$ 131,754.76	\$ 133,072.31	\$ 134,403.03

POLICE OFFICERS/POLICE UNION

CONTRACT FY 15-16

3.5% Increase

Updated 6-10-2015

Effective date 7-1-2015

BASE PAY SCHEDULE

Incentives not part of base pay.

	1YR	1YR	1YR	2YR	2 YR	2 YR						
STEP	1	2	3	4	5	6	7	8	9	10	11	12
P9 - RECRUIT												
BI-WEEKLY	1,368.59											
HOURLY	17.107											
ANNUAL	35,583											
P12 - PATROLMAN												
BI-WEEKLY	1,429.82	1,468.97	1,513.14	1,554.27	1,600.93	1,651.11	1,697.81	1,752.02	1,807.72	1,864.45	1,901.72	1,939.77
HOURLY	17.873	18.362	18.914	19.428	20.012	20.639	21.223	21.900	22.597	23.306	23.772	24.247
ANNUAL	37,175	38,193	39,342	40,411	41,624	42,929	44,143	45,552	47,001	48,476	49,445	50,434
P13 - MASTER PATROLMAN												
BI-WEEKLY	1,485.00	1,525.65	1,570.84	1,612.99	1,660.66	1,712.35	1,761.03	1,817.27	1,873.95	1,932.17	1,970.83	2,010.26
HOURLY	18.563	19.071	19.636	20.162	20.758	21.404	22.013	22.716	23.424	24.152	24.635	25.128
ANNUAL	38,610	39,667	40,842	41,938	43,177	44,521	45,787	47,249	48,723	50,237	51,242	52,267
P17 - SERGEANT												
BI-WEEKLY	1,559.31	1,605.48	1,656.64	1,703.33	1,757.54	1,815.72	1,870.46	1,933.19	1,997.43	2,064.18	2,105.47	2,147.58
HOURLY	19.491	20.068	20.708	21.292	21.969	22.697	23.381	24.165	24.968	25.802	26.318	26.845
ANNUAL	40,542	41,742	43,073	44,287	45,696	47,209	48,632	50,263	51,933	53,669	54,742	55,837
P19 - LIEUTENANT												
BI-WEEKLY	1,623.54	1,672.72	1,727.94	1,777.11	1,834.81	1,896.04	1,954.26	2,020.49	2,087.77	2,158.50	2,201.70	2,245.72
HOURLY	20.294	20.909	21.599	22.214	22.935	23.700	24.428	25.256	26.097	26.981	27.521	28.071
ANNUAL	42,212	43,491	44,926	46,205	47,705	49,297	50,811	52,533	54,282	56,121	57,244	58,389
P22 - CAPTAIN												
BI-WEEKLY	1,714.86	1,769.56	1,828.31	1,882.48	1,945.21	2,012.49	2,076.20	2,149.00	2,221.23	2,296.51	2,342.48	2,389.29
HOURLY	21.436	22.119	22.854	23.531	24.315	25.156	25.952	26.862	27.765	28.706	29.281	29.866
ANNUAL	44,586	46,008	47,536	48,944	50,575	52,325	53,981	55,874	57,752	59,709	60,904	62,122

FIRE FIGHTERS/FIRE UNION CONTRACT FY 15-16

Updated 6-23-15
Effective 7-1-2015
3.5% Increase

BASE PAY SCHEDULE

Incentives not part of base pay.

STEP	1YR		1YR		1YR		2YR		2YR		2YR		2YR		ANNUAL SALARY	
	1	2	3	4	5	6	7	8	9	10	STEP 1	STEP 10				
F9 - RECRUIT													33,609	43,858		
MONTHLY	2,801	2,885	2,972	3,062	3,153	3,247	3,344	3,435	3,548	3,655						
SEMI-MO	1,400.39	1,442.61	1,485.90	1,530.77	1,576.69	1,623.67	1,672.23	1,717.62	1,774.10	1,827.42						
HOURLY	11.510	11.857	12.213	12.582	12.959	13.345	13.744	14.117	14.582	15.020						
ANNUAL	33,609	34,623	35,662	36,738	37,841	38,968	40,133	41,223	42,578	43,858						
F11 - FIREFIGHTER I													35,636	46,493		
MONTHLY	2,970	3,058	3,150	3,244	3,342	3,442	3,546	3,652	3,761	3,874						
SEMI-MO	56,995.13	1,529.18	1,575.10	1,622.08	1,671.17	1,720.79	1,773.05	1,825.83	1,880.73	1,937.21						
HOURLY	12.204	12.569	12.946	13.332	13.736	14.143	14.573	15.007	15.458	15.922						
ANNUAL	35,636	36,700	37,803	38,930	40,108	41,299	42,553	43,820	45,138	46,493						
F13 - FIREFIGHTER II													37,777	49,293		
MONTHLY	3,148	3,242	3,339	3,438	3,543	3,646	3,758	3,871	3,987	4,108						
SEMI-MO	1,574.05	1,621.03	1,669.59	1,719.21	1,771.46	1,824.25	1,879.15	1,935.63	1,993.69	2,053.86						
HOURLY	12.937	13.324	13.723	14.130	14.560	14.994	15.445	15.909	16.386	16.881						
ANNUAL	37,777	38,905	40,070	41,261	42,515	43,782	45,100	46,455	47,849	49,293						
F15 - DRIVER/OPERATOR													40,045	52,244		
MONTHLY	3,337	3,436	3,541	3,646	3,756	3,868	3,983	4,105	4,227	4,354						
SEMI-MO	1,668.53	1,718.15	1,770.41	1,823.19	1,878.09	1,934.04	1,991.64	2,052.28	2,113.51	2,176.85						
HOURLY	13.714	14.122	14.551	14.985	15.436	15.896	16.370	16.868	17.371	17.892						
ANNUAL	40,045	41,236	42,490	43,757	45,074	46,417	47,799	49,255	50,724	52,244						
F17 - LIEUTENANT													42,439	55,374		
MONTHLY	3,537	3,643	3,752	3,865	3,980	4,099	4,224	4,349	4,480	4,614						
SEMI-MO	1,768.30	1,821.61	1,875.98	1,932.46	1,989.99	2,049.64	2,111.93	2,174.74	2,240.20	2,307.23						
HOURLY	14.534	14.972	15.419	15.883	16.356	16.846	17.358	17.875	18.413	18.964						
ANNUAL	42,439	43,719	45,023	46,379	47,760	49,191	50,686	52,194	53,765	55,374						
F19 - CAPTAIN													44,985	58,692		
MONTHLY	3,749	3,862	3,977	4,096	4,221	4,345	4,476	4,611	4,750	4,891						
SEMI-MO	1,874.40	1,930.88	1,988.41	2,048.06	2,110.34	2,172.63	2,238.08	2,305.65	2,374.80	2,445.53						
HOURLY	15.41	15.87	16.34	16.83	17.35	17.86	18.40	18.95	19.52	20.10						
ANNUAL	44,985	46,341	47,722	49,153	50,648	52,143	53,714	55,336	56,995	58,692						



City Manager Report to the Council

June 23, 2015

Business:

- The City has received final sales tax numbers for the period April 16, 2015 through May 15, 2015. The final sales tax number to be received from the Oklahoma Tax Commission is \$1.111M. The budgeted number for this period is \$1.136M or \$25K under budget. Year to date sales tax revenue is \$13.796M compared to a budgeted amount of \$13.827M or \$31K under budget for the year. The City budgeted an increase in sales tax revenue for the fiscal year and fiscal year-to-date the City has collected \$546K over the previous year.
- Water sales, district water sales, sewer and garbage sales for the month of May 2015 equaled \$667K. The budgeted sales for May is \$692K or \$25K under budget for the month. These numbers have been seasonally adjusted. Year to date sales are \$7.500M compared to a budgeted amount of \$7.974M or \$474K under budget for the year.
- The 2002 revenue bond refunding continues to face some challenges. Bank of America had previously declined interest in the refinancing. They are now reviewing this information again to determine the possibility of refinancing these bonds.

Public Works Department:

- Report Attached, Exhibit "C"
 - Water Plant
 - FEMA Chart – Flood Damage
- CIP #1, 17th. Street has progressed very well until the rain started falling this week. Up until that point, the curb, gutter and driveway approaches were poured and completed. Carstenson's Contracting has begun digging out the sidewalk to get ready to form and pour. The contractor will be able to complete this job in about two weeks with good weather.

- CIP #2, A Street is open and for the most part complete. A clean-up list has been established and will be worked on as the weather allows. The second half of this project is 6th. Street and Carstenson's Contracting has poured the curb, gutter and roadway to the bottom of the hill just west of Monroe St. The contractor has assumed that with good weather he would be done with 6th. Street in June, but this has now been pushed back to July.
- CIP #3, Second Street is progressing and is close to being on schedule with an estimated completion date of December 2015. The contractor is currently working on the water and sewer lines from Seminole Street to Modoc Street.
- CIP #4, South Street has begun with the removal of the concrete roadway and the installation of water and sewer lines. The second half of this project is 6th. Street from the railroad tracks to Chadick Park. The City has determined that there is not enough funding available to complete the entire project. Staff has been working with the Engineer to design a project that would complete 6th. Street from Wyandotte to Chadick Park. This project will be brought forward to the City Council at the first meeting in July.
- Bids were opened on the 9th. and Illinois drainage project that has been designed by Meshak & Associates. The City received only one bid on the project. This bid was more than twice the cost of the Engineering estimate. Staff is working with the Engineer to check all calculations and determine how to proceed.
- Automated Meter Infrastructure (AMI) – Staff has submitted Request for Proposals for a AMI system for the City of McAlester. This proposal is for procuring Engineering Services to prepare a network system to include water meters, computer software and appurtenant infrastructure. Proposal attached, Exhibit J

Tourism Department:

- Report Attached, Exhibit "E"

Personnel:

- Report Attached, Exhibit "F"

Fire Department:

- Report Not Available

Finance Department:

- Report Attached, Exhibit "H"
 - Safety Department

Police Department:

- Report Attached, Exhibit "I"

Fraternal Order of Police (FOP):

- Grievance – August 13, 2014, Patrolman Chris Troussel nepotism.
- Grievance – October 16, 2014, Dayton & Bishop discipline. Arbitrator Williams has concluded that both officers acted properly based on the scope of their discretion when it came to misdemeanors.
- Grievance – October 22, 2014, Officer Sterling Taylor termination.
 - FOP requests arbitration 11/10/14
 - Arbitrator Lynne Gomez selected
 - Arbitration scheduled 3/26/15
 - **Arbitration was heard by Ms. Gomez and we anticipate a decision in approximately sixty (60) days.**
- Grievance – March 6, 2015, Virden & Henry denial of step/merit increase. Both officers have been re-evaluated after 90 days and have met the requirements for the increases.

International Association of Fire Fighters (IAFF):

- Grievance – May 29, 2015, Unused Holiday for FY 2014-2015.
 - IAFF requests arbitration 6/16/15.
- Grievance – May 29, 2015, Mike Caniglia Comp Time
 - IAFF requests arbitration 6/16/15.
- Grievance – May 29, 2015, Colt Sanders Termination.
 - IAFF requests arbitration 6/16/15.
- Grievance – May 29, 2015, Colt Sanders Reprimands in Personnel File.
 - IAFF requests arbitration 6/16/15.
- Grievance – September 10, 2014, Driver/Operator Kenny Barone discipline.
 - IAFF requests arbitration 9/19/14

- Grievance – September 10, 2014, Retired Captain Rick Beams wage dispute.
- Grievance – September 10, 2014, Firefighter Jason Fassio sick leave.
- Grievance – June 27, 2014, Retired captain Rick Beams accumulated leave, comp time, holidays and 1986 Zerboni Award.
- Grievance – May 13, 2013, Unused Holidays for 2012-2013 fiscal year. This grievance disputes the hours paid to Fire Fighters for unused Holidays for the fiscal year.
- Grievance – Minimum Compliment, This relates to the equipment and clothing issued to new Fire Fighters. This grievance was not settled during Mediation in February. For the fiscal year 2012-2013, 2013-2014 all new hires were provided the minimum complement required under the rules and regulations for the IAFF. **Negotiating a possible compromise.**
- Grievance - November 26, 2012, Facial Hair. This relates to the SCBA face mask being tightly sealed to the face. The IAFF and the City are to be working on verbiage to the Rules and Regulations for implementation. **Arbitration Requested.**

Upcoming Events:

- See Tourism & EXPO report attached

Water Fees Waived:

- Cusher, receipt supplied from All About You Plumbing, \$32.66

Payable Checks Released:

- Ervin & Ervin

Meetings Attended:

- Chamber of Commerce Board Meeting
- Housing Authority Board Meeting

**City of McAlester
Public Works Department
Monthly Report
May 2015**

Public Works Projects:

Report Attached

Engineering:

John C. Modzelewski, P.E., CFM

- Project Accounting Report attached

Kevin Hardwick

- Project Accounting Report attached

Jennifer Santino, CFM

- Project Accounting Report attached

Streets Division:

Timmy Don Adams, Public Works Operations Supervisor

- Project Accounting Report attached

Miscellaneous

- 17th street project: 9 days, Installed tinhorn 610 E. Park

Patching with asphalt	11 days
Cleaning catch basins	40 yards removed
Sweeping streets	2 days
Cleaned out ditches	528 yards removed
Spread millings at Expo	2 days
Blade & gravel streets & alleys	3 days

Traffic Control:

Report Attached

Facility Maintenance:

Report Attached

Water Treatment Plant:

Report Attached

McAlester Regional Airport:

Miscellaneous

- Week 1: Worked at softball complex
- Week 2: Worked reading water meters
- Week 3: Worked reading water meters
- Week 4: Worked reading water meters

Waste Water Treatment Plant:

Miscellaneous

Both plants ran daily test which consist of approximately four PH test four DO tests four temperature test one settlometer test and three settle ability tests on grab samples taken of the effluent, influent, digesters and basins.

Both plants ran four weekly tests which consist of catching a sample every hour for six hours then running PH and Temp on every sample then mixing samples and running CBOD and TSS on the influent and effluent and running ammonia on the effluent.

West plant treated approximately 123.76 million gallons (average of 3.99 MGD) of wastewater. Cleaned and wasted 4 drying beds. Cleaned and bleached clarifier weirs when weather allowed. Mow weed eat when we got a break in rain. Greased bearings and motors every other week. Replace belts on #1 basin several times. Helped mechanics repair shaft on #1 basin. Night operator quit.

Northeast plant treated approximately 87.48 million gallons (average of 2.82 MGD) of wastewater. Cleaned and wasted 4 drying beds and pulled weed out of 12. Cleaned and bleached contact basin and clarifiers when weather allowed. Ran fecal's twice per week. Cleaned and realigned #2 pump. Cleaned up trash from overflow on 9 mil pond. Helped mechanics remove floating aerators from 9 mil pond and sent motors for repair.

Wastewater maintenance checked all 13 Lift stations daily. Repaired shaft on # 1 basin at west plant. Serviced pumps at underpass. Pulled aerators off 9 mil pond for repairs. Cleaned incoming pipe at 9 mil lift station. Repair shaft at #1 basin at west plant. Install new flapper valve at underpass and clean debris of grates twice. Worked on suction and discharge pipes at Katy lift station.

Total Flow Treated for East Plant (in million gallons)	87.58
Total Flow Treated for West Plant (in million gallons)	123.76

Landfill:

Miscellaneous

- Monthly Tonnage Total: 44.92 Tons

Fleet Maintenance:

Number of Vehicles Worked on Per Department

Airport	3
Animal Control	0
Cemetery	1
Comm. Development/Codes	1
Engineering	0
Expo	1
Facility Maintenance	3
Fire Department	6
Fleet	31
Information Technology	0
Landfill	0
Nutrition	1
Parks	15
Patrol	26
Recreation	0
Safety	1
Streets	18
Utility Office	2
Utility Maintenance	20
Waste Water Treatment	7

Utility Maintenance:

Miscellaneous

- Misc. Locates, check on work locations, paperwork, meetings, turned water off and on for CIP projects, and finished hydrant flushing. Worked on Van Buren project.

Water Break/Leak Repairs	3
Sewer Repairs/Flushed	15
New Water Meter/Can	
Clean Up	
Turned Water Off	1
Repair Meter/Meter Leaks	4
Dirty Water/Flush	4
Replace Meter Lid	1
Turn Water on	1
Checked Leak-on Customer	2
No Water Calls	1
Misc. Calls	7

PUBLIC WORKS PROJECTS 2015

June 12, 2015

AIRPORT

- | | | |
|-------------------------------------|-------|----|
| 1. FAA Grant reimbursement 011 | JM/TE | P1 |
| 2. FAA Grant reimbursement 012 | JM/TE | P1 |
| 3. Runway Improvements "Punch list" | JM | |
| 4. 2015 Drainage improvements | JM | |

LANDFILL

- | | | |
|---|----|----|
| 1. Stabilize slopes :P.O. issued to K-Bar | JS | P1 |
| 2. Modify northwest slope (SMH) | JS | P2 |
| 3. Feasibility Study to close or construct new cell | JS | P2 |
| 4. ALFA form for Closure Cost | JM | P1 |
| 5. Building | KH | |
| 6. Grades to fill | KH | |

WTP

- | | | |
|---|----|----|
| 1. THM Consent Order | JS | P1 |
| 2. Residual Handling NON compliance meeting w/ODEQ 7/1/15 | JS | P1 |
| 3. Residual Handling Consent Order;sludge ponds | JS | P1 |
| 4. Filter #5 replacement: met w/ STS and CAS | JM | P1 |
| 5. Filters 1-5 evaluation and rehab program | JS | |
| 6. Drying beds cleanout | JS | |
| 7. 30" Pipe Header Project final inspection on 6/23/15 | JM | |

STREETS

- | | | |
|---|----|----|
| 1. Complete 17 th Street | TH | P1 |
| 2. Water / sewer repair locations to be mapped | KH | |
| 3. Pothole repair locations to be mapped | KH | |
| 4. Street sweeping | JS | |
| 5. Drainage ditches and canals cleaning program | JS | |
| 6. Curb and gutter cleaning program | JS | |
| 7. Catch basin cleaning program | JS | |
| 8. Salt shed final inspection TBD | KH | P1 |

ENGINEERING

- | | | |
|--|----------|----|
| 1. NPDES Annual Report (submitted 03/08/15) | JS | P1 |
| 2. 9 th / Illinois drainage pre-bid 6/9/15; bid opening 6/16/15 | JM | P1 |
| 3. CIP#2 ongoing progress meetings | KH | |
| 4. CIP#3 ongoing progress meetings | KH | |
| 5. CIP#4: Notice to Proceed on May 26, 2015 | JM | P1 |
| 6. CIIP#4 Funding for South Sixth Street Scope revision | JM/TE/PS | |
| 7. Berry Plastics water main ODEQ permit received | KH | |
| 8. 2014 CDBG Project to Council 6/09/15 | KH | |
| 9. 20" Water Main relocation NTP on or about 7/1/15 | JM | |
| 11. Water Distribution System Computer Model | JM | |

PUBLIC WORKS PROJECTS 2015
June 12, 2015

TRAFFIC CONTROL

- | | | |
|---|-------|----|
| 1. Contract for striping program: Fifth, Sixth, South A | JM/DL | P1 |
| 2. Local striping program | JM/DL | P1 |

FACILITY

- | | |
|------------------------------------|----|
| 1. Reserve Building | KH |
| 2. Public Works Complex | KH |
| 3. Karen office ; waiting for Toni | KH |
| 4. Genealogical Building Roof | KH |
| 5. South Fire Station roof | KH |
| 6. Airport Terminal Roof | KH |
| 7. Detective Building roof | KH |

UTM

- | | | |
|--|--------|----|
| 1. Flushing program (completed for this quarter) | JS/TDA | P1 |
| 2. Repair schedule working with Carlos | KK | |
| 3. Van Buren water main needs cleanup | KH | P1 |
| 4. Berry Plastics water main | KH | P1 |
| 5. Green Meadows SMH | KH | P1 |

MISCELLANEOUS

- | | | |
|---|----|---------|
| 1. Water/sewer map updates | KH | |
| 2. Permit Book | JM | |
| 3. Land Disturbance Permits being revised | | KH |
| 4. Building Permits | KH | |
| 5. Archery Park plans to Mel | KH | |
| 6. FY 15/16 CIP Budget | JM | P1 |
| 7. FY 15/16 Budget approved 6/9/15 | JM | P1 |
| 8. Belmont Trail public meeting scheduled for 6/25/15 | KH | |
| 10. Choctaw Avenue Crosswalk (waiting for brick) | KH | |
| 11. Washington Avenue bridge guardrail | KH | to Cora |
| 12. Automated Meter Infrastructure (AMI) | JM | P1 |
| 13. Stormwater Utility Fee (Meshek) | JM | P1 |
| 14. Miscellaneous Contract #1 NTP 5/26/15 | KH | |
| 15. Completion of CIP#1 Waiting on legal review | KH | |
| 16. WWTP fence around auger in process | KH | |
| 17. CDBG 2015 engineering report to Millie 6/01/15 | KH | |
| 18. CDBG 2015 approved at City Council meeting 6/9/15 | KH | |
| 19. Miami and Adams Sewer main repair design | JM | |
| 20. Canal wall repairs | JS | |

City Manager Report

Traffic Control 5/1/15 5/31/15

- * Office- Working on Payroll , Manager Report.
- * Down town picking up all Barrels that was put out for the Armed Forces Day Parade.
- * Office- working on paper work-Manager Report , Payroll.
- * Picked up cones at Ast & Cherokee.
- * Worked on Jeremys reformance review form.
- * Called Jeremy to office to go over his review form.
- * Took review to Tim Adams at City Barn.
- * Parks Dept. called for some Traffic Control on West Electric & Main.
- * Tim Adams called about some sign on Wade Watts. (Men At Work). I moved them about 3 foot off the road. They was next to the street.
- * Checking on Traffic at Washington School on 6th street.
- * Working on a sign project for Parks Dept.(Signs for the trees).
- * Making some signs for Parks Dept. (Chadict Park and the walking track, Pleace Keep off Fountains, Kids have been playing on them.
- * Picking up all cones from down town after the Parade.
- * Picked up all barrels on 14th , 15th , Chickasaw and Chadick.
- * Picked up barrels in alleyway of Ottawa and Comanche and Hickory & Harrison.
- * Took TC Trailer back to office an unloaded it.
- * Re-worked an Re-located barrels on 6th & Van Buren. Set up new work zone.
- * Re-worked barrels at North Main & Krebs st.
- * Headed out to check on all work zones.
- * Repaired speed limit sign (35 mph) at 1313 9th street.
- * Took barrels to alleyway at 41 West Ottawa for sewer tap.
- * Working on sign project for Fam.
- * Re-work work zone at Bst & Seneca.
- * Had to go to Expo. For Class.
- * Took barrels to the old Boys & Girls Club for sick holes.
- * Picked up old sign , pole and base at 1501 East Witchita Street.
- * Going to close North Hickory for the Street Dept. Will be closed till Monday.
- * Worked the Armed Forces Day Parade.
- * Set up Do Not Enter Sign on Chadick & 3rd Street , For the Parks Dept.
- * P.D. Called me out for water break at Krebs & Main.
- * Picked up barrels at 2nd & Adams and 3rd & Adams.
- * Took ½ of a 5 gallon bucket of paint to Fleet Mainterance so they could paint on a project they are working on (Yellow Paint)
- * UTM Called needs barrels- Tandy Town.
- * Took barrels to 2nd & Wyandotte for UTM.
- * Had to re-set barrels at 14th & Miami, Someone hit them.
- * Had to go down town Choctow to count parking spaces and other road markers for painting.

- * Roy called (for Parks Dept.) Someone took out a handicap sign at 4th & Krebs.
- * Put up New Pole and Base at 4th & Krebs for the Handicap sign (sign was still good)
- * (Raining) Driving thru 4th ward making list of intersections that need to be cleaned up.
- * Checking on 9th & Seminole for a water break.
- * Taking barrels to sinkhole at Mockingbird & Eagle Bend.
- * Cleaned out TC-6 and put up all tools.
- * Office making New street names for Comanche & 2nd street, and put them up.
- * Headed to 4th ward to Trim Trees around signs.
- * Took 2nd load of brush to land fill.
- * Working on cutting brush at Ansley & Pine.
- * Took load to landfill.
- * Unload shipment of bases at TC Shop.
- * Going to work on trimming trees around 4th ward.
- * Going around to work, Work zones.
- * Picking up all TC barrels from South 2nd Street from Wyandotte to Comanche.
- * Picked up barrels in alley way behind 501 East Creek.
- * Back working on trimming trees back.
- * Tommy called- Needs barrel at Dst & Electric.
- * Traffic Control for UTM , working on flushing the sewer out at Dst & Choctow.
- * Office working on paper work – Manager Report , payroll
- * Made rounds around work zones.
- * Took barrels to 14th Street.
- * Tommy called- Needs barrels at Jackson & Main, someone hit the last one.
- * Kim called from Office – Someone called in , can't see up 5th street from Jefferson street. There are BIG rocks that can't be moved.
- * Had to R/R barrel on Main Street again , someone hit it again.
- *

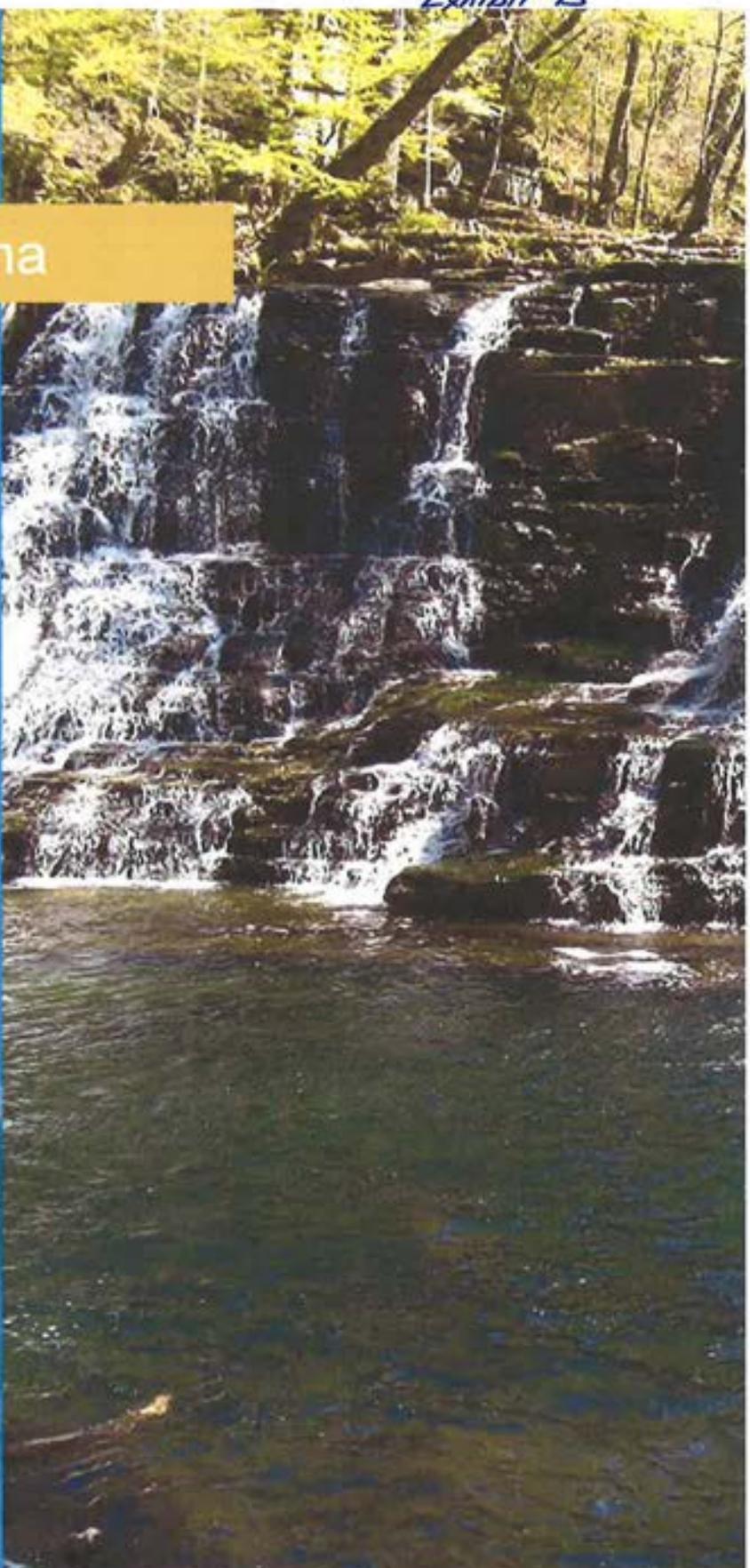
City Manager's Report ..
May 2015

Removed two doors from Water Plant
Repaired overhead doors at South Fire Station
Repaired lights at East Waste Water Plant
Repaired leak in bathroom at South Fire Station
Repaired A/C unit at 911
Installed Kiosk at Chadick Park
Repaired door at City Hall
Changed filters at Police Stations
Repaired desk at 911
Repaired leak at Library
Repaired bathroom at Chadick Park
Repaired water fountain at Tennis Court
Installed tank at Water Plant
Unstopped drain on A/C at Library
Repaired Hanger door at Airport
Repaired pump at Swimming pool
Repaired Electric at UTM
Worked on roof at South Fire Station
Repaired roof at City Hall
Repaired A/C at main fire station
Changed locks at UTM
Repaired overhead door at City Hall Fire
Repaired A/C at Softball Complex
Repaired air handler at Library
Repaired lights at Library
Install radios in trucks for UTM
Cleaned cameras on Traffic Lights
Repaired lights at City Hall
Repaired signal lights at 1st and Parkway
Repaired Signal lights at 5th and parkway
Repaired Signal lights at Tandy town, Main and parkway

McAlester, Oklahoma

May 2015
Monthly Report

Date 6/18/2015





Severn Trent Services
16337 Park Row
Houston, TX 77084
United States

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www.severntrentservices.com

Thursday, June 18, 2015

Jake Walton
Project Manager
Severn Trent Services
5200 Water Works Rd
McAlester, OK 74501

Dear John:

Another busy month has come to an end at the Water Treatment Plant. The weather has not impacted water quality from the lake. It has only slowed a few outside operations and projects down.

We will be looking to install an automatic gate to strengthen security here. We had a vehicle stolen in early May but was recovered quickly. There was no damage to the vehicle. It put everyone on edge and we have implemented some new procedures on site.

Tetra Tech has finished their design work for the phosphate system and we are reviewing the plans in order to submit to DEQ.

The sludge ponds continue to give us trouble with the amount of solids accumulated in the lagoons. Several companies have looked at cleaning and disposal of the lagoons. Prices range from \$500k to over \$2 million. There are a few more companies taking a look at the lagoons as well.

Last month, we sent the scrap metal off to the recycler. This resulted in about \$1500 of revenue for the City. We also sent a container of trash and debris off to the dump. The facility looks a lot cleaner now.

Sincerely,

Jake Walton
Project Manager

Executive Summary

We have begun cleaning the clarifiers. The weather has delayed our schedule a bit but we are working diligently to complete their cleaning.

The Lake controls have been upgraded. We are now able to remotely control the pumps and chemical feed. We can also monitor storage tank level, feeder setting, pipe pressure, door alarms, and temperature. We will mimic this setup at several of the other sites as well in the future.

Critical Issues

The sludge ponds are full and in dire need of cleaning. Several quotes have been sought for this work. The monitoring of the discharge from the lagoons exceeded its limit of suspended solids. Meaning that there are too many solids leaving the lagoons, which is why they need cleaned ASAP.

The Motor Control Center for the High Service Pumps gave us a scare this month. One of the motors would not shut down when the stop button was pressed. We were finally able to shut the motor down by disconnecting power to the entire facility. This is not a recommended practice and should only be used in emergencies. We believe the electrical controls for this motor have been damaged and we will not be using it until it has been replaced.

The generators are nearing their annual service date. The previous service company has quit servicing this area. I recommend finding a service company that will service this area and combine the two generators on site with the rest of the City's facilities schedules.

The Carbon feed has been troublesome as well. The feed system has been plugging up and we are working to restore its operation. This is one of the Capital Projects to install a new carbon feed system.

Noteworthy Events

With all of the recent rain events, everything has worked well here. The Lake has not given us any trouble with water quality.

Environmental Compliance

The only samples that were not in compliance were the lagoon pond discharge. The TSS, Total Suspended Solids, were over the maximum limit. This will most likely continue until the lagoons are cleaned out.

Other Performance Measures

Chemicals used for the Month of May are as follows:

- Water Treated 128,599 MG
- Finished Water 114,927 MG
- ACH (JH-100) 56,614 lbs.
- Chlorine 4,090 lbs.

Contract Performance Metrics

The Lake control upgrade is complete. We can now monitor and control the pump station remotely. This will allow us to keep an eye on the storage tank level and the room temperature along with other added benefits.

Tetra Tech has submitted their design work for the phosphate feed system. We are reviewing it and plan to submit for DEQ approval in June.

Financial Issues

The Maintenance Cap has about \$7,000 left while the Chemical Cap has about \$108,000 remaining. We will likely exceed the Maintenance Cap before the end of June. I suggest moving \$35,000 from the Chemical Cap into the Maintenance Cap. This can be done with a letter from the Mayor requesting this action.

The Maintenance overage is due to the many years of deferred maintenance at the facility. A big spender has been the two cranes on site that have not been inspected or serviced for several years. Another big item has been the MCC for the High Service Pumps. Specialty equipment and people are required to work on this outdated equipment.

The Chemical savings have been a result of many changes made in the entire process. We now have flow meters and can accurately dose the chemicals. Before, the operators could only guess to the flow which led to an overfeed of chemicals. An overfeed condition does not harm anyone, it only wastes chemical. Treatment chemicals have an effective range of operation, once you go above the effective range, it produces no added benefit. We have also stopped feeding some chemicals that are no longer needed in the treatment process.

Safety Performance

We continue to hold monthly safety meetings and daily tailgate meetings. Our regional safety advisor, Cathy Seifried, came out for a tour of the facility and will be making some recommendations. She will also assist in putting together the Risk Management Plan for the Chlorine we have on site.

Security

We had a security breach in early May where a vehicle was stolen from the facility during the overnight hours. An operator returned from making his rounds and noticed the vehicle was gone. It was found shortly thereafter not far from the Plant in a ditch along the dirt road. We were fortunate it was not damaged. Security efforts have been increased since the event. We will be looking to install an automatic gate with secure access to help prevent any unwanted persons from entering the facility.

Personnel

We are still searching for an additional operator to fill our empty position.

Appendix Items

- MOR
- DMR
- Chemical Cap
- Maintenance Cap

Flood Damages
May 2015

Structure	Effect (wind, flood, etc.)	Location	Proximity to SFHA*	Cost Estimate**
New Baker Road Bridge	Flood	34.941608, -95.833507	Zone A	\$7,000.00
Bridge	Flood	34.924835, -95.761094 (South of 423 S. 8 th)	Floodway, Zone AE on East Side, Shaded Zone X on West Side	\$2,000.00
Canal Wall (Approx. 146 linear feet)	Flood	34.922774, -95.761396 (runs behind 801 E. Seminole)	Floodway, Shaded Zone X	\$150,000.00
87123 87123 Canal Wall (Approx. 124 linear feet)	Flood	34.921034, -95.760574 (runs behind 730 S. 9 th)	Floodway, Shaded Zone X	\$125,000.00
Canal Wall (Approx. 75 linear feet)	Flood	34.920184, -95.760524 (runs on the east side of 902 E. Osage)	Floodway, Shaded Zone X	\$75,000.00
Roadway, Storm pipe	Flood	34.908450, -95.761817 (East of 918 E. Central Ave.)	Unshaded Zone X (0.68 miles NW of SFHA, 0.5 miles East of SFHA)	\$3,000.00
Softball Complex	Flood	34.944156, -95.811421	Zone A	\$96,080.89
South Fire Station	Wind	34.915019, -95.760027 (1313 S. Strong)	Unshaded Zone X (0.03 miles East of SFHA)	Still waiting on Cost Estimates
509 W. Stonewall	Flood	34.953092, -95.775577	Unshaded Zone X (0.34 miles SE of SFHA)	No Estimates from property owner
800 W. Polk	Flood	34.945321, -95.780733	Unshaded Zone X (0.51 miles East of SFHA)	No estimates from property owner

*SFHA = Special Flood Hazard Area

**Estimates do not include Engineering fees or permit costs (if needed)

May/ June 2015 **Tourism Report**
Kathy Wall

Projects:

Status:

PBR

I've started working with the PBR Planning Committee for the 2015 PBR Event.

BASS Masters

Bassmaster Classic returns to Tulsa, Okla., and Grand Lake O' the Cherokees in March 2016. Lake Eufaula is put on the map to Fish Oklahoma with Bassmasters.

Hotels

I've visited, emailed and called our hotels, also restocking brochures. Meeting managers/ owners upon request. I am working on setting up a hospitality training for all hotel managers and staff.

Hospitality Training

I have been working with Christi Morrison/ CEO of Oklahoma DMO. She has agreed to come to McAlester on July 21, 2015 to put on a Hotel/ Motel Hospitality workshop about how the hotel industries work with their cities. I am working out the details at this time.

Italian Festival

45th Italian Festival, estimated attendance 9000.

New Choctaw Nation Tourism Team

We toured this group in McAlester taking them through the Masonic Temple and Tannehill Museum.

Choctaw County

I serve on this board, we are working with Choctaw Nation on marketing Southeast Oklahoma.

Junk Hippy Road Show

Junk Hippy has booked their second show in November at the SE Expo Center in McAlester. The only two shows that they have booked within a one year time frame have been in OKC. They have now added McAlester to their two per year shows. I am starting to advertise for them at this time.

Discover The Ice Age

I am in negotiations at this time. I am waiting to hear back from them at this time.

McAlester Home & Ranch Show

I have been working with Janelle & Kim Martin on this years show. We are already in preparations for their October show.

Family Fun Fest

I am working with McAlester City employees to help a charitable organization in our community. This was scheduled for May 9th, 2015, but due to increment weather it has been postponed until June 20th.

Veteran's Day

I will be working with several organizations to help coordinate a Veteran's Day Parade for 2015.

Botball Competition

I contacted this organization to see if we can be a host city for their events. This is an Educational Robotics Program. At the present time I am waiting to hear back from the director.

Oklahoma Free Wheel

June 11& 12 approximately 500 + bicyclists with the Oklahoma Free Wheel Tour will be arriving in McAlester. We have worked with several entities within our community to accommodate this group.

Prison Rodeo

Pete, Mayor and I met with Senator Boggs and Rep. Donny Condit to discuss our next step in moving forward.

Sesame Street Live

I have contacted the production company of Sesame Street Live, in regards to bringing their show to McAlester. I am now waiting on a response.

City Brochures/ Travel OK

I have distributed City Brochures and Travel OK information to several Travel Plazas and hotels. I routinely restock brochures and mail brochures upon request. Listed below is the report from Travel Ok.

150 Anniversary Choate Cabin

I will be working with Mike Cathey on the planning of the 150 Anniversary Choate Cabin historical event. I met with Mike Cathey May 1st on planning this great event.

Horse Shows

I am working with American Quarter Horse Assoc. At this time, they are coming down to meet with me and look at our facilities.

Tourism Website

I have developed a Facebook and Twitter account for Visit McAlester. This was launched April 28th. I am now looking into developing a Visit McAlester website.

DFW Tourism Show

I worked the Oklahoma booth at the DFW Tourism Show May 29-31, in Irving TX. There were more than 15,000 that came through their doors. This was a very successful event.

New Brochure

Pete, Mayor and Council will be the first to receive a copy. These brochures will be distributed through out the city of McAlester.

Insane 5K Inflatable

I have submitted an application on bringing this to McAlester. I am waiting on a reply.

**Oklahoma Employment
Security Commission**

I am working with OESC, to bring state wide training/ workshops to McAlester.

Air Conditioning at Expo

We are unable to bring summer events to the Expo arena due to no air-conditioning. Affair of the Heart is still very interested in coming during the summer, if we had air-conditioning. This is a five day event.

Wild West Festival

I have begun working with Brenda Baxtor on The Wild West Festival set for two days this year.

TTIA

I will be attending Travel & Tourism College in Austin Tx. For one week June 22-26.

Carson & Barnes Circus

They wanted to come in July, with no air conditioning in the Expo Arena, I had to decline this opportunity.

Fulfillment Report from OK Tourism

Oklahoma Department of Tourism we sent a total of 633 of your McAlester brochures to people in 43 states. The most frequently requested partner received 1,636 requests, and the least active partner that participated all month received 288 requests.

Further analysis of the data shows:

- **Top States:** Oklahoma and Texas were your #1 and #2 requestors. Oklahoma and Texas ranked first and second for all 66 partners this month..
- **Number Three States:** Missouri was your #3 requestor. Thirty-two requestors had Kansas listed as their third requestor. Twenty-four partners had Missouri listed as their #3 requestor this month. The following states were the third requestor for one partner each: Illinois, Louisiana, and Ohio. Seven states had multi-state ties as their third requestor.
- **Surrounding State Activity:** The surrounding states had the following activity: Arkansas tied with another state as a top three requestor this month for one partner. Kansas ranked as the top #3 requestor for thirty-two partners. Missouri ranked third this month for twenty-four partners, and Texas ranked as the second requestor for 66 partners.
- **In-state/Out-of-state Mix:** About 48% of your orders came from Oklahoma. The average partner received 45% of their orders from in-state, so you were above average on your in-state requests.
- **Average Orders:** There were 66 brochures active during the month on the web site order form.

Attending:

- Attended meeting in Durant for Choctaw Country.
- Choctaw Territory Tourism Board in Durant.
- Weekly meetings with Chamber of McAlester, Pride In McAlester, McAlester Main Street.
- Monthly Leadership Meetings.
- State Tourism Conference in OKC.
- DFW Expo in Irving TX.

Advertising with:

- Visit McAlester Facebook (Free)
- Visit McAlester Twitter (Free)
- Travel Ok online (Free)
- Social Media (Free)
- Livability Magazine / online
- Choctaw Country
- Travel Ok New 2015/2016 Travel Guide
- Lake Eufaula Guide
- McAlester News Capital ad will go out to 17 newspapers throughout the state. This also includes the Oklahoma Geographic (including nature, preserves, zoos/aquariums and outdoors) Museums, Galleries, and Cultural Attractions (Charm boutique businesses, unique Main Street attractions and quaint lodging). Festivals, Events & Rodeos in every corner of the state.
Areas covered in this book will be: Northwest, Northeast (including Tulsa), Central (Oklahoma City metro area), Southwest, and Southeast Oklahoma.

HEADCOUNT SUMMARY

As of May 31, 2015

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2014-2015	MAY 2015 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2014-2015	MAY 2015 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	APRIL 2015 ACTUAL FULL-TIME	APRIL 2015 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	3	3						3	
TOURISM	CITY MANAGER	1	1		1	1			1	1
ECONOMIC DEVELOPMENT	CITY MANAGER	1	1						1	
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	2	2						2	
PLANNING & ED	P&CD	5	5		1	1			5	1
HUMAN RESOURCES	FINANCE	2	2		1				2	
COURT/LEGAL	FINANCE	2	2		4	4			2	4
UTILITY OFFICE	FINANCE	8	6	2	2	2		2 F/T POSITIONS REMAIN OPEN	7	0
FINANCE	FINANCE	4	4		1	1			4	1
INFORMATION SERVICES	FINANCE	1	1						1	
TOTAL		29	27	2	17	16	2		28	14
POLICE	POLICE	39	38	1				1 F/T POSITION REMAINS OPEN	38	
CID (DETECTIVES)	POLICE	8	8						8	
ANIMAL CONTROL	POLICE	1	1						1	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	9	1				1 F/T POSITION REMAINS OPEN	9	
TOTAL		62	60	2					60	0
FIRE	FIRE	43	41	2				2 F/T POSITIONS REMAIN OPEN	42	1
TOTAL		43	41	2					42	1
PARKS	COMMUNITY SVC	11	11		2	1	1	P/T POSITION REMAIN OPEN DUE TO SEASONAL EMPLOYEES	11	0
RECREATION	COMMUNITY SVC	3	3		13	13			3	8
NUTRITION	COMMUNITY SVC	4	4		7	7			4	7
SWIMMING POOLS	COMMUNITY SVC				33	28	5	P/T POSITION REMAINS OPEN DUE TO SEASONAL EMPLOYEES		0
CEMETERY	COMMUNITY SVC	5	5		1	0	1	1 P/T POSITION REMAINS OPEN	5	0
EXPO	COMMUNITY SVC	4	4		7	6	1	1 P/T POSITION REMAINS OPEN	4	6
TOTAL		27	27	0	63	55	8		30	21

HEADCOUNT SUMMARY CONTINUED

As of May 31, 2015

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2014-2015	MAY 2015 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2014-2015	MAY 2015 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	APRIL 2015 ACTUAL FULL-TIME	APRIL 2015 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	4	4						4	
FACILITY MAINTENANCE	PUBLIC WORKS	3	3						3	
FLEET MAINTENANCE	PUBLIC WORKS	5	5						5	
AIRPORT	PUBLIC WORKS	3	3						2	
STREETS	PUBLIC WORKS	13	13						13	
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		30	30	0					29	0
WASTE WATER	UTILITIES	12	11	1				1 F/T POSITION REMAINS OPEN	12	
UTILITY MAINT.	UTILITIES	10	9	1				1 F/T POSITION REMAINS OPEN	9	
TOTAL		22	20	2					21	0
GRAND TOTAL		213	205	8	80	71	10		207	36

Prepared by Sheila Maldonado
Generated June 5, 2015

The <i>Fire Department</i>				
May	2014	2015	YTD	% INCREASE/ DECREASE
Structure Fires	2	3	13	50%
All Other Fires	11	5	35	- 54.5%
Ems	221	188	965	- 14.9%
False Alarms	11	14	38	- 27.2%
All Other Responses	21	19	108	- 9.5%

Comments: Co Firefighters meeting, Haz-Mat ops refresher ABC shifts, A shift hose testing, Haz-Mat physicals,

Station Tours- 1

Fire Investigations -0

Fire Inspections -6

Code Enforcement Calls-9

**City of McAlester
Finance Department
Monthly Report
May 2015**

Finance Division; Toni Ervin, CFO

Finance:

- ◆ See Attached financial reports.
- ◆ Processed accounts receivable, business license, hotel taxes, check reconciliation, utility bad debt, and cash collections reconciliation, grant folder information

Accounts Payable:

- ◆ Process invoices for payment, city utility payments, purchase orders
Bids: MAY 7TH WAS BID OPENING FOR POLICE SUV; FREEDOM FORD WAS LOW BIDDER (THERE WERE ONLY 2 BIDS)

Human Resources:

- ◆ Head count: 207 Full time; 71 part time See attached report.
Job openings: 5
New Hires: 1 full-time/part-time Retirements/Left Employment: 4

Payroll:

- ◆ Processed payroll for Non-Uniform, Retirees, Police and Fire Union wages. Processed employee benefits, Oklahoma Tax Commission and Federal Taxes.

IT:

- ◆ Body Cameras are being issued to Officers.
- ◆ Working with Tourism Manager on Tourism Website.
- ◆ Redesigning our security on our email server.
- ◆ Received quotes for new server and installation. Filled out paperwork to process purchase.

Safety:

- ◆ See attached report.

Court:

- ◆ See attached report

Utility Billing & Collections:

- ◆ Process daily cash collections, customer service, bills, late notices, drafts and miscellaneous

Utility water accounts per class: current

Residential: 6,361 Commercial: 1,057 Bulk Water 7

Service Orders: Meter Readers and Utility Maintenance

Totals by Job Code

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
OCC - OCCUPANT CHANGE	41	8	0	0	4
OFF - TURN OFF SERVICE	51	12	0	0	1
ON - TURN ON SERVICE	50	7	0	0	2
REINS - REINSTATE	118	15	11	0	0
RR- RE-READ (AFTER BILLING)	108	26	1	0	0
CHK CHECK MTR DAMAGE/REPLA	3	4	8	0	0
LEAK - LEAK/CITY SIDE	0	6	1	0	2
NO WA - NO WATER	1	0	1	0	1
W FLU - WATER FLUSH	1	0	1	0	0
FLUSH - SEWER FLUSH	5	0	0	0	0
LOW - LOW WATER PRESSURE	1	0	0	0	0
SWAP - METER SWAP	1	2	0	0	1
MTRI - METER INFORMATION	1	0	0	0	0
MISC - MISCELLANEOUS	7	3	1	0	2
TOTAL ALL CODES	388	83	24	0	13

Monthly Transaction Report

TYPE	COUNT	AMOUNT
ADJUSTMENT	953	561.81CR
BILL	7,831	180,957.40
CUTOFF	219	9,215.00
APPLIED DEPOSIT	52	4,300.00CR
CC DRAFT	105	7,838.94CR
LATE CHARGE	836	5,909.46
MEMO	1,687	0.00
PAYMENT	5,070	484,713.52CR
REFUND CHECK	6	171.47
DRAFT	920	86,323.07CR
WEB PAYMENT	518	47,243.34CR
DEPOSIT	82	10,180.00
REVERSE PAYMENT	2	1,195.47
TOTAL FOR PERIOD	18,281	423,351.88CR

City of McAlester
Safety Office
Monthly Report May 2015

Date: 5-29-2015

EQUIPMENT: I have plenty of equipment on hand for the upcoming months. I placed the last supply order for this year unless there is an emergency that comes up. All employees have PPE and the pools are equipped and ready to go. All fire extinguishers but a couple areas are taken care of. The other two will be taken care of.

TRAINING: OMAG came and taught a work zone safety class. We hosted an OMAG Safety Coordinator's workshop at the Expo. I did some site/facility specific training this month on seatbelts, backing/exiting facilities, cell phone use, and accident reporting.

ACCIDENT: Six accidents/equipment damaged this month. We had two compartment doors damaged on 2 different vehicles. Both were left open as they exited/entered a facility. We had a window broken and a scratch made on the same Streets Dept. vehicle. There was a backhoe that received minor damage clearing flood debris. A tarp system was damaged on the new UTM dump truck with nobody accepting blame for it.

INJURIES: Three injuries this month with only one seeking medical attention. One was with a Softball Complex employee and the other two were at the Cemetery. A Streets employee remains on light duty and two firefighters are receiving treatments and are back at work.

DAMAGE: There were three damage reports due to the flooding this month. Two of these houses sit 2-4 feet lower than the street and at a point that collects all the water in those areas. The other is near the prison and at a point that is not allowing the runoff to exit through the prison property. I had three sewer backups this month. Two were on the same line that had a tent pole and a great number of diapers found in the line. The other was caused by the large amount of rainfall and the fact that the system was overloaded at the time.

INSPECTIONS: All employees have been doing a good job wearing the required PPE. There has been a cell phone use problem and a couple seatbelt violations this month. There were a couple other PPE violations that have been taken care of.

WORKERS COMPENSATION: No new claims this month and there was a hearing for a past employee that missed an appointment. He has one more chance to make an appointment before it could be held in abeyance. There are a couple active claims with Police officers and one has a deposition planned for early in June.

The June Safety newsletter has been printed and distributed to all departments. The revised Safety Manual has been approved by the City Manager and is scheduled for the June 9th City Council Meeting.

We are at 18 injuries reported for the year, which is 5 less than at this time last year. This is not where I would like to be but at least we are still going the right direction. 10 of the 18 injuries did not require medical attention. We had three this month compared to one in May last year. Only one injury required any medical attention.

Doug Basinger
Safety/ Risk Management

McAlester Police Department

Monthly Report

May 2015

The following information is provided concerning activity from the McAlester Police Department for May 2015 as compared to May 2014.

	Activity		
	2014	2015	%+/-
Persons jailed	171	163	-05
Offense reports	242	234	-03
Crimes in reports	320	355	+11

Specific Crimes

	2014	2015	%+/-
Assault	32	30	-06
Burglary	36	21	-42
Public Intoxication	25	17	-32
Larceny	50	44	-12
Shoplifting	15	25	+66
Stolen Vehicle	8	3	-63
Vandalism	12	16	+33
DUI	9	13	+44
Drug Violations	44	58	+32

	2014	2015	%+/-
Accident Reports	57	50	-02
Citations	933	1025	+08
Communication entries	6062	6321	+04

Officers logged 46,246 miles patrolling the City of McAlester in May 2015.

**Request for Proposal:
Professional Engineering Services**

CITY OF MCALESTER
AUTOMATED METER INFRASTRUCTURE
&
METER REPLACEMENT



City of McAlester
Public Works Department
Engineering Division
June 5, 2015

CITY OF MCALESTER
Request for Proposal

Automated Meter Infrastructure System & Meter Replacement

I. INTRODUCTION

This is a Request for Proposal (RFP) to procure engineering services to prepare the necessary Specifications and Bid Documents for the purpose of advertising for a Contractor to install an Automated Meter Infrastructure (AMI) network system, including water meters, computer software and appurtenant infrastructure.

II. BACKGROUND

The City of McAlester desires to automate the water meter reading process and establish a metering and data collection system that is the most accurate and effective "ready to operate" system for the City. The population of the City is approximately 18,000; the area of the City is approximately 16 square miles; the water distribution system consists of approximately 183 miles of various sized water main and approximately 7,000 water meters.

III. PROJECT PARAMETERS

The City of McAlester has an aggressive schedule to meet in order to implement this system within the first six months of the Fiscal Year 2015-2016. The successful Proposal will include a Project Schedule that will assure compliance with the proposed Milestones. The first milestone for this project is the **Proposal SUBMITTAL DATE of 10:00AM CST, on June 18, 2015**. The proposed AMI network system is expected to provide, as a minimum, the following:

- Enhancement in leak detection and repair prioritization
- Reduction in water theft through enhanced detection techniques
- Enhanced workforce management, leading to a reallocation of staff from manual meter reading to more impactful areas of the operations
- Improvements in customer service and satisfaction
- Ability to provide off-cycle meter reading to support the movement of customers
- Streamlined billing process, including the elimination of estimated billings and improvement in billing cycles
- Execute remote service disconnects if required and allowed by local statute
- Better customer awareness and understanding of water usage, leading to increased conservation and reduction in bills
- Remotely checking meter status leads to better workforce management.

CITY OF MCALESTER RFP (continued, page 2)

IV. PROPOSAL FORMAT

The content of the Proposal shall be the basis of developing a Professional Services Agreement. The Proposer shall incur all costs associated with preparing the Proposal. The Proposal shall be direct, clear, specific, and include, as a minimum, the following sections.

A. Qualifications

1. Proposer's specialized experience and technical competence.
2. Previous experience with similar projects.
3. Staff size, qualifications and experience.
4. References
5. Proximity to, and familiarity with, the City of McAlester
6. Additional information to demonstrate qualifications for this design.

B. Project Approach

1. Statement that clearly shows that the Proposer understands the purpose of this Project.
2. Proposer's technical approach to preparing the Specifications and Bid Documents
3. Project Management and Team to be assigned to this project.

C. Scope of Services

1. Review feasibility of full two-way communications within the City limits.
2. After discussion with the City of McAlester, prepare, specifications, estimates and Bid Documents for optimum solution.
3. Prepare Bid Documents in a timely manner for proper review by the City of McAlester prior to an anticipated **advertising date of August 9, 2015**. If this date is not feasible, provide an advertising date that is consistent with the requirements of this RFP
4. Provide Construction Administration Services including: Bid Process, review Shop Drawings and Submittals, and Construction Inspections.
5. Provide schedule showing milestones needed to meet the advertising date identified above.

CITY OF MCALESTER RFP (continued, page 3)

V. CITY RESPONSIBILITIES

The City of McAlester will provide all available plans, data and pertinent information. The City's contact person for this project is: John C. Modzelewski, P.E., CFM, City Engineer/Public Works Director; (918) 423-9300, ext. 4992; John.modzelewski@cityofmcalester.com

VI. PROPOSAL SELECTION PROCESS

The Selection Committee of the City of McAlester Public Works Department, which will advise on the final selection, does not treat proposals for professional services as competitive bids. Proposals will be evaluated based on their content, as identified in Section IV. "Proposal Format". Consideration will also be given to the firm's qualifications, creativity, and past performance. The Selection Committee plans to notify the selected Consultant on, or before **June 24, 2015**. The City of McAlester reserves the right to waive any informality, reject any and all proposals, and make decisions in a manner deemed to be in the best interest of the City.

VII. PROPOSAL DEADLINE

The Selection Committee of the City of McAlester Public Works Department will accept proposals for the Professional Engineering Services to prepare the necessary Specifications and Bid Documents for the purpose of advertising for a Contractor to install an Automated Meter Infrastructure (AMI) network system, including water meters, computer software and appurtenant infrastructure. One original and two copies of the proposals shall be submitted in sealed envelopes that are clearly marked on the outside:

**Professional Engineering Services
For
CITY OF MCALESTER
Request for Proposal
Automated Meter Infrastructure System & Meter Replacement**

Proposals will be accepted until **10:00AM CST on June 18, 2015**

Proposals shall be addressed to:

John C. Modzelewski, P.E., CFM
City Engineer/ Public Works Director
City of McAlester Public Works Department
P.O. Box 578
McAlester, OK 74502

Peter Stasiak

From: John Modzelewski
Sent: Friday, June 05, 2015 3:32 PM
To: annea@mece.us.com; matthewc@mece.us.com; bilim@mece.us.com
Cc: Toni Ervin; Peter Stasiak
Subject: AML and Meter Replacement RFP

Please find attached to this email the City of McAlester **Request for Proposal for Automated Meter Infrastructure & Meter Replacement**. On behalf of the City of McAlester I want to thank you for your interest in this project. I look forward to receiving your proposal by 10:00 AM, CST on June 18, 2015.

John C. Modzelewski, P.E., CFM

City Engineer/Public Works Director

City of McAlester

918-423-9300, ext 4992

Council Chambers
Municipal Building
June 9, 2015

The McAlester Airport Authority met in Regular session on Tuesday, June 9, 2015 at 6:00 P.M. after proper notice and agenda was posted June 5, 2015.

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

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

- 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*) in the amount of \$ 5,097.97.
- 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)*

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

AYE: Trustees Karr, Smith, 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, seconded by Mr. Barnett.

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

AYE: Trustees Karr, Smith, 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
June 9, 2015

The McAlester Public Works Authority met in Regular session on Tuesday, June 9, 2015 at 6:00 P.M. after proper notice and agenda was posted June 5, 2015.

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

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

- 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*) in the amount of \$ 17,308.78.
- 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)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 26, 2015

The McAlester Retirement Trust 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: John Titsworth, Robert Karr, Jason Barnett & Travis Read, Buddy Garvin & 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 Tuesday, April 28, 2015 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- 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*) in the amount of \$ 83,354.79.
- Approval of Retirement Benefit Payments for the Period of May, 2015. (*Toni Ervin, CFO*)

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

AYE: Trustees Titsworth, Karr, Read, Garvin, 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. The vote was taken as follows:

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

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary