



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, April 22, 2014 – 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
Vacant.....	Ward Four
Buddy Garvin	Ward Five
Jason Barnett.....	Ward Six
Peter J. Stasiak	City Manager
William J. Ervin	City Attorney
Cora M. Middleton.....	City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Cliff House Lakewood Assembly

ROLL CALL

SWEARING-IN CERMONY

Judge Deborah Hackler will administer the Oath of Office to the Council member:

- Oath of Office – Council member, Ward 4, Robert Karr

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the April 8, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for April 2, 2014 through April 15, 2014. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorization of payment to EST, Invoice No. 31947, in the amount of \$19,755.00 for engineering services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- D. Consider and act upon, authorization of payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attn: Val Opperman, Escrow Agent for Austin Paving, LLC, in the amount of \$52,237.25 for Pay Estimate No. 2 related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- E. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- F. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 5 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- G. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 16 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- H. Concur with City Manager's recommendation to vote for Earl Burson, City Manager of Harrah, Ms. Janice Cain, Deputy City Treasurer of Duncan and Ms. Pam Polk, City Manager of Collinsville, each to fill a three (3) year term as a Trustee of the Oklahoma Municipal Assurance Group Board of Trustees, which commence on July 1, 2014. *(Peter J. Stasiak, City Manager)*

- I. Consider, and act upon, authorizing the Mayor to sign letter from Mehlburger Brawley acknowledging assignment of listed contracts to Infrastructure Solutions Group, LLC dba Mehlburger Brawley. *(Peter J. Stasiak, City Manager)*

Projects: MC-11-02, MC-11-03, MC-11-05, MC-12-01

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- A PUBLIC HEARING ON THE PROPOSED CAPITAL PROGRAM FOR FY 2014/2015 – 2018/2019 FOR THE CITY OF MCALESTER.
- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.
- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 22. ARTICLE II. CREATING SECTION 22. 42.1-7. ESTABLISHING FOR CONSUMER FIREWORKS RETAIL SALES. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF MAY 1, 2014.
- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 50. SECTION 50-1. MANUFACTURE, SALE, DISCHARGE, ETC., OF FIREWORKS. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF MAY 1, 2014.
- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE II, SECTION 106-47. UNLAWFUL RECONNECTION OF SERVICE AFTER CUTOFF. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2014.
- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE II, SECTION 106-48. DAMAGING, DISTURBING, ETC., SYSTEM PROPERTY GENERALLY. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2014.

- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE II, SECTION 106-75. WHEN DUE AND PAYABLE; DELINQUENCY. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2014.

SCHEDULED BUSINESS

1. Discussion, consideration and action to direct staff to authorize Financial Advisor (Municipal Finance Services, Inc.) to prepare and provide loan bid package to interested financial institution(s) with bids to be received by May 13th and provide result of bid(s) to Authority along with approval of proposed debt by Authority\City at regular meeting later that day for approval. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve staff to prepare and provide loan bid package to financial institutions.

- 2 Consider and act upon, a Resolution to adopt the Capital Improvement Program 2014/2015-2018/2019. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Resolution adopting the Capital Improvement Program for 2014/2015-2018/2019.

3. Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the budget amendment ordinance.

4. Consider, and act upon, authorizing the Mayor to sign a contract between the McAlester Public Works Authority and Garrow Construction, LLC of Sapulpa to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

The recommendation is to enter into an agreement with Garrow Construction, LLC for a Total Bid equal to \$284,316.00, to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

5. Consider, and act upon, authorizing the Mayor to sign a contract between the McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Motion to approve a Contract with Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. The Fee Schedule for the first year is \$1,356,096.

6. Consider and act upon a Personal Service Agreement with Quik Gro Erosion Control, LLC for haybaling on the McAlester Watershed, the Steve Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$8,150.00. *(Mel Priddy, Community Services, Director)*

Executive Summary

Motion to approve a Personal Services Agreement with Quik Gro Erosion Control, LLC for haybaling in the amount of \$8,150.00.

7. Discussion and update on Financials. *(Toni Ervin, CFO)*

Executive Summary

Discussion only.

8. Consider, and act upon, an Ordinance amending Chapter 22, Article II, adding Section 22-42.1-7, Licensed retail sales of fireworks. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date of May 1, 2014. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the amendment of the ordinance and adding a section 22-42.1-7.

9. Consider, and act upon, an Ordinance amending Chapter 50, Article I, Section 50-1. Manufacture, sale, discharge, etc., of fireworks. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date of May 1, 2014. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the amendment of the ordinance.

10. Consider, and act upon, an Ordinance amending Chapter 106, Article II, Section 106-47. Unlawful reconnection of service after cutoff. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the amendment of the ordinance.

11. Consider, and act upon, an Ordinance amending Chapter 106, Article II, Section 106-48. Damaging, Disturbing, etc., System property generally, Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the amendment of the ordinance.

12. Consider, and act upon, an Ordinance amending Chapter 106, Article II, Section 106-75. When due and payable: delinquency. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the amendment of the ordinance.

13. Consider and act upon, authorizing the Mayor to sign an agreement between the City of McAlester and Advanced Data Processing, Inc., a subsidiary of Intermedix Corp shall perform and carry out Services as specifically described in Exhibit A, Scope of Services. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve agreement with Intermedix Corporation and authorize the Mayor to sign.

14. Consider, and act upon, approval of bid to Bob Hurley Ford of Oklahoma City for the purchase of three (3) new and unused 2014 Ford Police SUV'S. *(Gary Wansick, Police Chief)*

Motion to approve the lowest and best bid of \$111,978.00 to Bob Hurley Ford for the purchase of three (3) new and unused 2014 equipped Ford Police SUV AWD patrol vehicles.

15. Consideration and action to approve and to authorize the execution of a Professional Services Agreement with LandPlan Consultants, Inc. for Grant Administration; Trail Design and Construction Services for the Oklahoma Tourism and Recreation Department (OTRD) Belmont Trail Grant Project. *(Leroy Alsup, Community & Economic Development Director)*

Executive Summary

Motion to approve and to authorize the execution of a Professional Services Agreement with LandPlan Consultants for Grant Administration; Trail Design and Construction Services for the Oklahoma Tourism and Recreation Department (OTRD) Belmont Trail Grant Project.

16. Consideration and action to grant a \$26,400 grant from the City's Economic Development Fund (30-5652402) to the City's General Fund to pay the Building Permit Fee for the McAlester Foundation on the 82,500 sq. ft. Berry Plastic Warehouse Project. *(Leroy Alsup, Community & Economic Development Director)*

Executive Summary

Motion to approve and to grant a \$26,400 grant from the City's Economic Development Fund (30-5652402) to the City's General Fund to pay the Building Permit Fee for the McAlester Foundation on the 82,500 sq. ft. Berry Plastic Warehouse Project.

17. Consideration and action to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions. *(Leroy Alsup, Community & Economic Development Director)*

Executive Summary

Motion to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions.

18. Consideration and action on a Resolution to authorize the creation and the FY2013-2014 funding of an Executive Assistant/Planning Tech position in the Community and

Economic Development Department. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to approve a Resolution to authorize the creation and the FY2013-2014 funding of an Executive Assistant/Planning Tech position in the Community and Economic Development Department.

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 April 8, 2014 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending April 15, 2014. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, a Resolution to adopt the Capital Improvement Program 2014/2015-2018/2019. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, CFO*)
- Confirm action taken on City Council Agenda Item 7, discussion and update on Financials. (*Toni Ervin, CFO*)

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

Majority of a Quorum required for approval

- Approval of the Minutes from the April 8, 2014 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending April 15, 2014. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, authorization of payment to EST, Invoice No. 31947, in the amount of \$19,755.00 for engineering services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attn: Val Opperman, Escrow Agent for Austin Paving, LLC, in the amount of \$52,237.25 for Pay Estimate No. 2 related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item E, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item F, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 5 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item G, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 16 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign letter from Mehlburger Brawley acknowledging assignment of listed contracts to Infrastructure Solutions Group, LLC dba Mehlburger Brawley. *(Peter J. Stasiak, City Manager)*

Projects: MC-11-02, MC-11-03, MC-11-05, MC-12-01

- Confirm action taken on City Council Agenda Item 1, action to direct staff to authorize Financial Advisor (Municipal Finance Services, Inc.) to prepare and provide loan bid package to interested financial institution(s) with bids to be received by May 13th and provide result of bid(s) to Authority along with approval of proposed debt by Authority\City at regular meeting later that day for approval. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, a Resolution to adopt the Capital Improvement Program 2014/2015-2018/2019. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign a contract between the McAlester Public Works Authority and Garrow Construction, LLC of Sapulpa to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a contract between the McAlester Public Works Authority and Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 7, discussion and update on Financials. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 10, an Ordinance amending Chapter 106, Article II, Section 106-47. Unlawful reconnection of service after cutoff. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 11, an Ordinance amending Chapter 106, Article II, Section 106-48. Damaging, Disturbing, etc., System property generally, Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 12, an Ordinance amending Chapter 106, Article II, Section 106-75. When due and payable: delinquency. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 15, to approve and to authorize the execution of a Professional Services Agreement with LandPlan Consultants, Inc. for Grant Administration; Trail Design and Construction Services for the Oklahoma Tourism and

Recreation Department (OTRD) Belmont Trail Grant Project. *(Leroy Alsup, Community & Economic Development Director)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the March 25, 2014, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of April 2014. *(Toni Ervin, CFO)*

ADJOURN MRTA

EXECUTIVE SESSION

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak
- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: FOP & IAFF

RECONVENE COUNCIL MEETING

Take any action necessary from Executive Session discussion.

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

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2014 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

The McAlester City Council met in Regular session on Tuesday, April 8, 2014, at 6:00 P.M. after proper notice and agenda was posted, April 7, 2014, at 10:43 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Pastor Glenn Meyer, Trinity Lutheran Church, gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Absent: None

Presiding: Steve Harrison, Mayor

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

Swearing-in Ceremony

Judge Deborah Hackler administered the Oath of Office to Jason Barnett, Ward Six (6) Councilman.

Selection of Vice-Mayor

Councilman Garvin nominated Councilman Travis Read for Vice-Mayor. The nomination was seconded by Councilman Smith.

There were no other nominations and the vote was taken as follows:

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

NAY: None

ABSTAIN: (counted as a nay) Councilman Read

Mayor Harrison declared the motion carried.

Award Presentation

Mayor Harrison presented Stephen Allen, Utility Office/Meter Reader as March 2014 Employee of the month. Mr. Allen received a Certificate and plaque of Appreciation and a watch.

Citizen's Comments on Non-agenda Items

Randy Roden addressed the Council regarding the inmate population and number of jobs at the State Penitentiary.

Ginny Webb addressed the Council updating them on McAlester Main Street's recent activities. She informed them that the representative from the State Historic Preservation Office had been in McAlester and decided to nominate both "Old Town" and "Down Town" free of charge for the National Register. She stated that the Oklahoma Main Street awards were coming and she had represented McAlester two (2) weeks ago at Main Street Day at the Capitol. Ms. Webb commented that the "Junk Hippie Road Show" had also furnished an opportunity to represent the City to visitors. She mentioned the Historic Walk and Gala in "Old Town", her visit to Siloam Springs, Arkansas to visit with the developer of their upstairs housing and the style show that scheduled for Thursday at the Grand Event Center.

Consent Agenda

- A. Approval of the Minutes from the March 25, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the March 31, 2014, Special Meeting of the McAlester City Council. *(Cora Middleton, city Clerk)*
- C. Approval of Claims for March 19, 2014 through April 1, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$96,473.44; Nutrition - \$854.47; Police Grant Fund - \$4,003.45; Tourism Fund - \$4,747.09; SE Expo Center - \$1,414.88; E-911 - \$784.90; Economic Development - \$7,942.24; Grants & Contributions - \$1,529.06; Fleet Maintenance - \$23,213.84 and CIP Fund - \$27,150.68.

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

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

Mayor Harrison declared the motion carried.

A motion was made by Councilman Garvin and seconded by Councilman Smith to open a Public Hearing to address an Ordinance amending the fiscal year 2013-2014 Budget.

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

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

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:13 P.M.

Public Hearing

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

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

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

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:14 P.M.

Scheduled Business

1. Consider, and act upon, an Agreement for the Fireworks Display for the 2014 show scheduled July 4th, 2014. (*Mel Priddy, Community Services Director*)

Executive Summary

Approve and sign agreement for the 2014 Firework Display with Rainbow Fireworks, Inc. in the amount of \$12,000.00.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve and authorize the Mayor to sign an agreement for the 2014 Fireworks Display with Rainbow Fireworks, Inc. for an amount of \$12,000.00.

After a brief discussion concerning a rain date and entertainment at the Expo the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

2. Consider, and act upon, a lease with Miller Office Supply for lease on (3) three copiers. (*Sheila Norman, Finance Department*)

Executive Summary

Approve and sign lease with Miller Office Supply for lease on (3) three copiers.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve and authorize the Mayor to sign a lease with Miller Office Supply for three (3) copiers.

After a brief discussion regarding the capabilities of the copy machines, how the recommendation had been decided, the savings, to the City, by choosing Miller Office Supply and reducing the amount of printed material, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

3. Discussion on Hotel/Motel Tax, to discuss possible increase in rate. *(Travis Read, Vice-Mayor/Councilman Ward 3)*

Executive Summary
For Discussion only.

Vice-Mayor Read stated that he had asked for this item to be on the agenda. He commented that the City of McAlester's Hotel/Motel tax was currently at 4% and brought in about \$550,000.00 a year and he thought the Council should discuss the need to increase the tax to 8%.

There was discussion among the Council including Manager Stasiak and Attorney Ervin concerning how the tax revenue was currently used, the statistics on hotel room occupancy, who actually paid the tax, the language in the current ordinance, if the current ordinance could be amended or if a new ordinance would need to be written, if an increase in the tax would be restricted, what it could be used for, getting input from the City's hotel managers and scheduling a workshop to address this issue in the next month.

There was no vote on this item.

4. Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Executive Summary

Approve Budget Amendment for additional Fire Trucks maintenance and Worker's Compensation expenses.

ORDINANCE NO. 2492

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

Councilman Garvin moved to approve **ORDINANCE NO. 2492**, amending the 2013/2014 fiscal year operating budget. The motion was seconded by Vice-Mayor Read.

Before the vote, Toni Ervin addressed the Council reviewing the exhibits explaining this amendment was to appropriate funds for repairs to the City's fire trucks and worker's compensation expense.

After a brief discussion among the Council and Manager Stasiak concerning remaining amounts in the General and MPWA Fund balance, the maintenance of the fire trucks, if the ambulances were included in the maintenance program with the fire trucks, getting a certified mechanic to work on the fire trucks and if all of the fire trucks would be brought back into shape, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

5. Discussion on possible Charter changes by Charter Committee. *(Mayor Steve Harrison & Councilman Weldon Smith)*

Executive Summary

Discussion on possible Charter changes.

Mayor Harrison reminded the Council that he had appointed a committee of himself, Councilman Smith and Councilman Karr to look at the Charter for possible changes to bring to a vote of the people. He commented that tonight was just for discussion, but he had requested the City Attorney furnish wording for four (4) possible changes.

Attorney Ervin reviewed the proposed changes to the following four (4) areas of the Charter. The first proposed change was to Section 2.06 which dealt with filling vacancies on the Council. The second proposed change was to Section 5.11 which dealt with the limitation of debt by a municipal beneficiary trust. Attorney Ervin had two (2) possible options for language for this section. The third proposed change was to Section 5.13 which dealt with the allowed term for an agreement for the City's annual audit. The fourth and final proposed change at this time dealt with Section 6.04 which addressed the redistricting of the Wards and the inclusion of the population of the Penitentiary. Attorney Ervin had two (2) possible options for language for this section.

There was discussion among the Council and Attorney Ervin concerning how State statute affected the various sections of the Charter, why the Hospital should be excluded from the debt limitation requirement, possibly addressing the election of the Mayor, reviewing other sections

of the Charter, submitting other possible changes to the Council and if the proposed Charter changes could be gotten on the June election.

Attorney Ervin explained that it was too late to get the proposed changes on the June election. Mayor Harrison commented that when the proposed changes were placed on a ballot that they be listed separately.

There was no action on this item.

New Business

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reminded the Council that the month of April was "Pride In McAlester's" Clean up month.

Remarks and Inquiries by City Council

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

Councilman Garvin commented on the DuraPatcher working in Ward 5 and suggested that its' crew patch an entire street before moving on to another site.

Vice-Mayor Read commented on the incident involving a Police officer and his problems calling for backup using his walkie-talkie. He asked Manager Stasiak to look into the problem and work toward correcting any compatibility issues the system might have.

Mayor's Comments and Committee Appointments

Mayor Harrison asked the remaining individuals that had signed up to speak if they still wished to speak. All declined the opportunity.

Mayor Harrison reminded everyone that the filing period for the Ward Four (4) Council seat was next Monday through Wednesday and he encouraged the Fourth Ward citizens to file.

Recess Council Meeting

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:18 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:20 P.M.

Councilman Smith moved to recess the Regular meeting for an Executive Session in accordance with Title 25, sec. 307.B.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak; Title 25 sec. 307.B.4, for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: Larry Cozad and Title 25, sec. 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: FOP. The motion was seconded by Vice-Mayor Read.

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

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

NAY: None

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

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1; 307.B.2 and 307.B.4 et.seq. Oklahoma Statutes, to wit:

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak
- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4), for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: Larry Cozad
- 3) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: FOP

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:24 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, sec. 307.B.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak; Title 25 sec. 307.B.4, for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: Larry Cozad and Title 25, sec. 307.B.2, to discuss negotiations concerning employees and representatives of employee

groups: FOP. Only those matters were discussed, no action was taken and the Council returned to open session at 8:24 P.M., and this constituted the Minutes of the Executive Session.

Mayor Harrison moved to authorize the City Manager to settle the Larry Cozad claim. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Adjournment

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

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

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:25 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**April 2, 2014
Thru
April 15, 2014**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	RANDY NORMAN	I-201404016077	01 -5544331	EMPLOYEE TRAV RANDY NORMAN:TRAVEL EXP-NSA	068764	61.04
01-A00047	A. HENRY HEMPE					
		I-13-01878	01 -5210302	CONSULTANTS/L ARBITRATION FEES	068810	2,574.00
01-A00267	AIRGAS, INC					
		I-9026018586	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	068813	177.84
		I-9917393127	01 -5544202	OPERATING SUP YRLY LEASE ON BOTTLE-SBC	068813	166.50
01-A00360	ALL STATE ELECTRIC INC					
		I-15819	01 -5543203	REPAIRS & MAI REBUILD PUMPS FOR POOLS	068814	600.00
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201404016082	01 -5320328	INTERNET SERV INTERNET SVS-PD/NARC	068766	116.75
		I-201404016082	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY	068766	59.95
		I-201404016082	01 -5431328	INTERNET SERV INTERNET SVS-FIRE EMER RESP CT	068766	62.95
		I-201404016082	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WORKS FAC	068766	83.88
		I-201404086101	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	068794	75.96
		I-201404086101	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	068794	75.96
		I-201404086101	01 -5865328	INTERNET SERV INTERNET SVS-STREETS	068794	75.96
		I-201404086101	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	068794	72.95
01-A00751	ATWOODS					
		I-1981/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	84.64
		I-1985/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	33.06
		I-1987/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	59.85
		I-1990/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	49.91
		I-1997/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	142.55
		I-1999/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	61.19
		I-2003/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	43.98
		I-2008/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068816	49.97
		I-2009/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068817	76.59
		I-2012/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068817	46.34
		I-2014/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068817	35.38
		I-2015/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068817	97.95
		I-2017/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068817	33.96
01-B00180	UNION IRON WORKS, INC.					
		C-S1781760.001	01 -5542203	REPAIRS & MAI FLUSH VALVES FOR TOILETS	068821	153.40-
		I-S1779747.001	01 -5542203	REPAIRS & MAI FLUSH VALVES FOR TOILETS	068821	185.74
		I-S1781529.001	01 -5542203	REPAIRS & MAI FLUSH VALVES FOR TOILETS	068821	37.91
		I-S1781717.001	01 -5542203	REPAIRS & MAI FLUSH VALVES FOR TOILETS	068821	236.67
		I-S1784924.001	01 -5542203	REPAIRS & MAI FLUSH VALVES FOR TOILETS	068821	5.17
01-C00100	CLEET					
		I-201404116112	01 -2100	CLEET PAYABLE CLEET FEES-MARCH 2014	068807	5,626.91
01-C00320	CENTERPOINT ENERGY ARKL					

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL			continued		
		I-201404016084	01 -5215314	GAS UTILITY GAS-FIRE EMER RESP COMPLEX	068768	150.69
		I-201404016084	01 -5215314	GAS UTILITY GAS-315 E KREBS	068768	23.03
		I-201404086096	01 -5215314	GAS UTILITY GAS-1600 E COLLEGE AVE C	068798	243.50
		I-201404086096	01 -5215314	GAS UTILITY GAS-STIPE CENTER	068798	836.91
		I-201404086096	01 -5215314	GAS UTILITY GAS-MAINT SHOP	068798	680.89
		I-201404086096	01 -5215314	GAS UTILITY GAS-LIBRARY	068798	1,426.80
		I-201404086096	01 -5215314	GAS UTILITY GAS-OAK HILL CEMETERY	068798	72.87
		I-201404086096	01 -5215314	GAS UTILITY GAS-CITY HALL	068798	1,075.09
		I-201404086096	01 -5215314	GAS UTILITY GAS-FIRE STATION #3	068798	375.01
		I-201404086096	01 -5215314	GAS UTILITY GAS-CEMETERY	068798	280.11
		I-201404086096	01 -5215314	GAS UTILITY GAS-FIRE STATION #2	068798	415.00
		I-201404086096	01 -5215314	GAS UTILITY GAS-902 E HARRISON	068798	179.49
01-D00097	DASH MEDICAL GLOVES					
		I-INV0851666	01 -5432202	OPERATING SUP MEDICAL GLOVES	068828	407.40
01-D00402	DIAMOND TROPHY & ENGRAV					
		I-154241	01 -5653215	AWARDS/NUC PR EOM AWARD	068835	16.95
01-D00540	DOLESE BROTHERS					
		I-AG14028108	01 -5865218	STREET REPAIR ROCK & SCREENINGS	068836	338.94
		I-AG14028109	01 -5865218	STREET REPAIR ROCK & SCREENINGS	068836	720.95
		I-AG14029375	01 -5865218	STREET REPAIR ROCK & SCREENINGS	068836	553.08
		I-AG14029976	01 -5865218	STREET REPAIR ROCK & SCREENINGS	068836	927.54
		I-AG14030722	01 -5865218	STREET REPAIR ROCK & SCREENINGS	068836	724.80
		I-AG14031372	01 -5865218	STREET REPAIR ROCK & SCREENINGS	068836	918.92
01-D00763	DUNN & BRADSTREET, INC					
		I-6456691-FT	01 -5211330	DUES & SUBSCR YEARLY DUES	068837	1,548.97
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-4-8-2014	01 -5214302	CONSULTANTS LEGAL EXPENSES	068791	2,647.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201404146120	01 -5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONTROL	068840	427.95
		I-201404146120	01 -5321212	FUEL EXPENSE FUEL EXP-POLICE	068840	11,120.44
		I-201404146120	01 -5431212	FUEL EXPENSE FUEL EXP-FIRE	068840	1,710.30
		I-201404146120	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	068840	2,006.32
		I-201404146120	01 -5548212	FUEL EXPENSE FUEL EXP-FAC MAINT	068840	452.62
		I-201404146120	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	068840	3,006.42
		I-201404146120	01 -5544212	FUEL EXPENSE FUEL EXP-RECREATION	068840	117.82
		I-201404146120	01 -5652212	FUEL EXPENSE FUEL EXP-COMM DEV	068840	480.35
		I-201404146120	01 -5225212	FUEL EXPENSE FUEL EXP-IT	068840	152.52
		I-201404146120	01 -5653212	FUEL EXPENSE FUEL EXP-SAFETY	068840	25.66
		I-201404146120	01 -5547212	FUEL EXPENSE FUEL EXP-CEMETERY	068840	369.42
		I-201404146120	01 -5432212	FUEL EXPENSE FUEL EXP-EMS	068840	1,415.84
		I-201404146121	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	068841	58.92

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL					
		I-OKMCA123495	01 -5865203	REPAIR & MAIN BOLTS & SUPPLIES	068842	624.80
01-F00141	FIRE STORE					
		I-E1199851	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068843	256.95
01-F00221	FLEET DISTRIBUTORS EXPR					
		I-13-01394	01 -5321316	REPAIRS & MAI MILEAGE & DRIVE TIME CHG	068844	210.50
01-G00010	G & C RENTAL CENTER, IN					
		I-26876	01 -5865218	STREET REPAIR CONCRETE TOOLS	068845	981.00
		I-27027	01 -5865218	STREET REPAIR EQUIP RENTAL FEE	068845	19.50
01-G00316	GIVENS LAW FIRM, P.C.					
		I-15	01 -5214302	CONSULTANTS LEGAL FEES- GREEN	068848	3,820.30
01-G00490	GRISSOM IMPLEMENT INC					
		I-397876	01 -5542204	SMALL TOOLS 2 BRUSHCUTTERS FOR PKS	068849	1,199.98
01-I00106	IMS INFRASTRUCTURE MANA					
		I-12113-3	01 -5865403	STREETS RECON PAVEMENT MGMT PGM-ENG	068853	1,157.10
01-I00110	IMPRESS OFFICE SUPPLY					
		I-036402	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	068854	19.09
		I-036408	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068854	17.33
01-I00262	INVESTIGATIVE CONCEPTS,					
		I-121203874	01 -5653348	DRUG TESTING/ MISC. BACKGROUND CHECKS	068856	185.45
01-J00110	JACKIE BRANNON CORR. CT					
		I-20140155	01 -5542308	CONTRACTED SE MONTHLY IMMATE CHARGE	068858	95.48
01-K00005	K-BAR CO CONSTRUCTION					
		I-13640	01 -5865218	STREET REPAIR ASPHALT HAULING FEE	068859	2,720.00
01-L00067	COMPLIANCE RESOURCE GRO					
		I-039614	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	068861	50.00
		I-039615	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	068861	92.00
		I-039677	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	068861	50.00
		I-039908	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	068861	50.00
		I-040045	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	068861	348.75
01-L00380	LOCKE SUPPLY CO.					
		C-15504658-99	01 -5542203	REPAIRS & MAI PLBG SUPPLIES FOR PARKS	068864	0.01-
		C-15565002-99	01 -5542203	REPAIRS & MAI PLBG SUPPLIES FOR PARKS	068864	60.78-
		C-15619545-99	01 -5542203	REPAIRS & MAI PLBG SUPPLIES FOR PARKS	068864	76.22-
		C-15657691-00	01 -5542203	REPAIRS & MAI PLBG SUPPLIES FOR PARKS	068864	40.84-
		C-UNAPPLIED CREDIT	01 -5542203	REPAIRS & MAI PLBG SUPPLIES FOR PARKS	068864	198.93-
		I-22573970-00	01 -5542203	REPAIRS & MAI PLBG SUPPLIES FOR PARKS	068864	31.47

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.					
			continued			
		I-22719952-00	01 -5542203	REPAIRS & MAI PLBG SUPPLIES FOR PARKS	068864	346.64
		I-22760926	01 -5542203	REPAIRS & MAI MISC REPAIR ITEMS	068864	144.45
01-L00428	LOWE'S CREDIT SERVICES					
		I-01737	01 -5865218	STREET REPAIR MISC MAINT & REPAIR ITEMS	068865	15.63
		I-02219	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068865	71.40
		I-07424	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068865	55.04
		I-906642	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068865	52.56
01-M00570	MOORE MEDICAL CORP.					
		I-98137895I	01 -5432202	OPERATING SUP EMS SUPPLIES	068868	596.67
01-M00680	MUNICIPAL CODE CORP.					
		I-240874	01 -5212339	CODIFICATION RECODIFICATION OF CODE	068870	1,870.00
01-MC0045	MC CRAYS MANUFACTURING					
		I-6772	01 -5542203	REPAIRS & MAI FENDERS FOR PARKS TRAILER	068871	76.48
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00094749	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068872	1,800.00
01-MC0169	MCALESTER REGIONAL HOSP					
		I-CITY OF MC-1	01 -5653348	DRUG TESTING/ PHYSICAL CAPACITY TEST	068873	392.00
		I-CITYLAB 03/31/2014	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	068874	165.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05613857	01 -5321202	OPERATING SUP BID AD FEE	068876	33.01
		I-05613997	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	068876	77.10
		I-05614087	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	068876	16.90
		I-267	01 -5653317	ADVERTISING & MISC JOB ADS	068876	214.20
01-O00075	O'REILLY AUTO PARTS					
		I-0230-188214	01 -5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	068880	152.98
		I-0230-190724	01 -5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	068882	10.78
01-O00219	OKLA BUREAU OF NARCOTIC					
		I-201404116110	01 -2103	OBN PAYABLE (DRUG EDUCATION FEES-MAR 2014	068808	69.32
01-O00358	OKLA ST DEPT OF HEALTH					
		I-LICENSE RENEWEAL	01 -5432330	DUES & SUBSCR EMS LICENSE RENEWAL FEE	068886	472.50
01-O00427	OKLA UNIFORM BUILDING C					
		I-MARCH 2014	01 -5652336	FEES BLDG PERMIT FEES	068801	48.00
01-O00595	OSBI					
		I-201404116111	01 -2101	AFIS PAYABLE AFIS FEES-MAR 2014	068809	3,103.43
		I-201404116111	01 -2102	FORENSICS PAY FORENSIC FEES-MAR 2014	068809	2,996.42

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00148	PAVING MAINTENANCE SUPP					
		I-10141070	01 -5865203	REPAIR & MAIN TRAFFIC STRIPING PAINT	068889	2,064.00
01-P00210	PEPSI COLA					
		I-123303	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	068890	482.00
		I-123330	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	068890	23.50
01-P00329	FITSTOP					
		I-3588	01 -5542203	REPAIRS & MAI LOCK REPAIRS @ JIS	068891	135.00
01-P00391	PK SAFETY SUPPLY CO.					
		I-210036	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	068892	591.25
01-P00510	PRO-KIL, INC					
		I-78146	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL-JIS	068893	126.00
01-P00552	PUBLIC SAFETY GROUP					
		I-1914	01 -5324331	EMPLOYEE TRAV TRAINING FEE	068894	179.00
		I-1937	01 -5324331	EMPLOYEE TRAV SUICIDE PREVENTION TRAINI	068894	179.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201404016081	01 -5215313	ELECTRIC UTIL ELECTRIC-1699 E CARL ALBERT	068769	23.40
		I-201404016081	01 -5215313	ELECTRIC UTIL ELECTRIC-1016 S SOUTH AVE	068769	244.19
		I-201404016081	01 -5215313	ELECTRIC UTIL ELECTRIC-FIRE EMERG RESP CTR	068769	440.86
		I-201404016081	01 -5215313	ELECTRIC UTIL ELECTRIC-301 E JEFFERSON	068769	36.88
		I-201404016081	01 -5215313	ELECTRIC UTIL ELECTRIC-PD/NARC	068769	169.61
		I-201404086100	01 -5215313	ELECTRIC UTIL ELECTRIC-STREET LIGHTS	068802	11,485.33
		I-201404086100	01 -5215313	ELECTRIC UTIL ELECTRIC-1099 E WYANDOTTE	068802	40.71
		I-201404086100	01 -5215313	ELECTRIC UTIL ELECTRIC-LIBRARY	068802	1,168.64
		I-201404086100	01 -5215313	ELECTRIC UTIL ELECTRIC-RECYCLE CENTER	068802	64.41
		I-201404086100	01 -5215313	ELECTRIC UTIL ELECTRIC-333 E CARL ALBERT	068802	36.94
		I-201404086100	01 -5215313	ELECTRIC UTIL ELECTRIC-GENERAL	068802	10,162.06
01-S00710	STANDARD MACHINE LLC					
		I-237213	01 -5542203	REPAIRS & MAI LIFT GATE FOR TRAILER	068900	780.00
01-S00726	STAPLES ADVANTAGE					
		C-3227642284 CR	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068901	13.91-
		C-3227642287 CR	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068901	7.33-
		I-3227642283	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068901	168.46
		I-3227642286	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068901	78.53
		I-3227642288	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068901	99.04
01-T00630	TWIN CITIES READY MIX,					
		I-91338	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068904	160.00
		I-91444	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068904	526.63
		I-91520	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068904	1,860.00
		I-91760	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068904	651.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING	I-4C12130	02 -5974304	LAB TESTING LAB TESTING FEES	068811	115.00
01-A00362	ALLEGIANCE COMMUNICATIO	I-201404016082	02 -5973328	INTERNET SERV INTERNET SVS-EAST WWTP	068766	68.65
01-A00423	ALLIED WASTE SERVICES O	I-375-000342463	02 -5866306	CONTRACTED RE WASTE SERVICE FEE-FEB 2014	068767	152,322.08
		I-375-000342463	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	068767	428.46-
01-A00582	AT&T	I-201404086105	02 -5267315	TELEPHONE UTI PHONE EXP-INTERNET SVS	068796	1,461.37
01-A00751	ATWOODS	I-1961/9	02 -5975207	CLOTHING ALLO CLOTHING ALLOWANCE	068816	38.97
		I-1962/9	02 -5974207	CLOTHING ALLO CLOTHING ALLOWANCE	068816	36.96
		I-1979/9	02 -5216207	CLOTHING ALLO CLOTHING ALLOWANCE	068816	19.99
		I-1984/9	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068816	129.45
		I-1986/9	02 -5871207	CLOTHING ALLO BOOT ALLOWANCE	068816	84.99
		I-1994/9	02 -5975202	OPERATING SUP STORM DRAIN MAINT ITEMS	068816	219.90
		I-F60435/9	02 -5974207	CLOTHING ALLO BOOT ALLOWANCE	068817	100.00
		I-F71503/9	02 -5216207	CLOTHING ALLO BOOT ALLOWANCE	068817	100.00
01-A00770	BOLTE ENTERPRISES, INC	I-940914	02 -5974203	REPAIRS & MAI MISC MIANT & REPAIRS	068818	24.58
01-B00180	UNION IRON WORKS, INC.	I-S1784274.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068821	126.19
01-B00491	BRENNTAG SOUTHWEST	I-BSW488104	02 -5974206	CHEMICALS CHEMICALS FOR WTP	068823	6,870.00
01-C00320	CENTERPOINT ENERGY ARKL	I-201404016084	02 -5267314	GAS UTILITY GAS-CITY GARAGE	068768	574.21
		I-201404086096	02 -5267314	GAS UTILITY GAS-301 E POLK	068798	653.11
01-C00880	CULLIGAN WATER COND INC	I-7831	02 -5974304	LAB TESTING LAB TEST SUPPLIES	068827	24.00
01-D00158	DAVID T HARDGRAVE	I-4-1403	02 -5973302	CONSULTANTS (MONTHLY PRE-TREATMENT FEE	068829	1,656.95
01-D00322	DEPT. OF ENVIR. QUALITY	I-55700006	02 -5973329	DEQ FEES 5 YR PERMIT FEE FOR WWTP	068830	500.00
		I-OE 4527649	02 -5974329	DEQ FEES OPERATOR EXAM FEES	068831	62.00
		I-OE 4527650	02 -5974329	DEQ FEES OPERATOR EXAM FEES	068832	62.00
		I-OE 4527651	02 -5973329	DEQ FEES EXAM FEES	068833	62.00
01-E00024	STANLEY RAY OWENS DBA E					

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00024	STANLEY RAY OWENS DBA E	continued				
		I-1857	02 -5866230	RECYCLING CEN PORT-A POT RENTAL	068838	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201404146120	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	068840	288.51
		I-201404146121	02 -5216212	FUEL EXPENSE FUEL EXP-UB&C	068841	691.61
		I-201404146121	02 -5864212	FUEL EXPENSE FUEL EXP-LANDFILL	068841	69.01
		I-201404146121	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	068841	774.11
		I-201404146121	02 -5871212	FUEL EXPENSE FUEL EXP-ENG	068841	144.06
		I-201404146121	02 -5974212	FUEL EXPENSE FUEL EXP-WTP	068841	906.80
		I-201404146121	02 -5973212	FUEL EXPENSE FUEL EXP-WWTP	068841	898.05
		I-201404146121	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	068841	2,554.02
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201404086097	02 -5267314	GAS UTILITY UTILITIES-GAS FOR HEREFORD LN	068800	680.90
01-H00223	HOPKINS PROPANE					
		I-57122	02 -5974212	FUEL EXPENSE RED DIESEL FOR WTP	068851	1,605.00
01-I00237	INTERSTATE ELECTRICAL					
		I-00172565	02 -5974316	REPAIRS & MAI REBUILD FINISHED PUMP	068855	600.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01840	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068865	153.97
		I-02022	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068865	29.15
		I-04446	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	068865	318.21
		I-06512	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	068865	70.12
		I-07763	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068865	101.42
		I-907040	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068865	147.21
01-M00304	MESHEK & ASSOC., PLC					
		I-2283	02 -5871302	CONSULTANTS PHASE II STORMWATER PGM	068866	4,187.32
01-N00345	NSI SOLUTIONS, INC					
		I-309096	02 -5973203	REPAIRS & MAI DMRQA STUDY 34 SAMPLES	068878	423.00
01-O00075	O'REILLY AUTO PARTS					
		I-0230-189638	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	068881	9.86
01-P00040	PACE ANALYTICAL SERVICE					
		I-147509453	02 -5973304	LAB TESTING MONTHLY TESTING FEES	068888	56.47
01-P00560	PUBLIC SERVICE/AEP					
		I-201404086100	02 -5267313	ELECTRIC UTIL ELECTRIC-5200 WATERWORKS RD	068802	105.68
		I-201404086100	02 -5267313	ELECTRIC UTIL ELECTRIC-MPWA	068802	32,941.12
01-R00221	REED SERVICES UNLIMITED					
		I-1749	02 -5974203	REPAIRS & MAI REPAIRS- FILTER CONTROLS	068896	850.00
		I-1774	02 -5974203	REPAIRS & MAI REPAIRS- FILTER CONTROLS	068896	850.00

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00600	RURAL WATER DISTRICT #1						
		I-201404016083	02	-5267316	WATER UTILITY UTILITIES-WATER @ LANDFILL	068770	111.19
01-S00530	SOUTHWEST CHEMICAL SERV						
		I-99189	02	-5974206	CHEMICALS CAUSTIC FOR WTP	068899	4,180.00
		I-99205	02	-5974206	CHEMICALS CHEMICALS FOR WTP	068899	4,560.00
01-S00580	AT & T						
		I-201404086104	02	-5267315	TELEPHONE UTI PHONE EXP-DATA LINE	068803	160.00
		I-201404086104	02	-5267315	TELEPHONE UTI PHONE EXP-MPWA	068803	4,562.34
01-T00499	TRACTOR SUPPLY COMPANY						
		I-192591	02	-5216207	CLOTHING ALLO BOOT ALLOWANCE	068903	99.99
01-T00643	TXAM PUMPS, LLC						
		I-58381	02	-5974203	REPAIRS & MAI CHEMICAL STORAGE TANK	068905	369.00
01-U00020	UNITED STATES CELLULAR						
		I-201404096106	02	-5267315	TELEPHONE UTI PHONE EXP-MPWA	068804	657.56
01-U00051	UTILITY SUPPLY CO.						
		I-074856	02	-5975211	WATER METERS WATER METERS	068906	1,185.90
		I-074857	02	-5975211	WATER METERS WATER METERS	068906	690.00
		I-074858	02	-5975211	WATER METERS WATER METERS	068906	72.35
		I-074859	02	-5975211	WATER METERS WATER METERS	068906	537.60
		I-074860	02	-5975211	WATER METERS WATER METERS	068906	111.24
		I-075005	02	-5975211	WATER METERS WATER METERS	068906	391.29
		I-075006	02	-5975235	WATER MAIN RE 12" PIPE REPAIRS	068906	36.80
		I-075008	02	-5975235	WATER MAIN RE 12" PIPE REPAIRS	068906	218.28
01-U00128	UNITED PACKAGING & SHIP						
		I-137437	02	-5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	068907	75.00
01-W00270	WHITE ELECTRICAL SUPPLY						
		I-S1732859.001	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068911	85.02
		I-S1732865.001	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068911	110.75
				FUND	02 MPWA	TOTAL:	232,653.85

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201404016084	03 -5876314	GAS UTILITY GAS-AIRPORT	068768	46.16
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201404146121	03 -5876212	FUEL EXPENSE FUEL EXP-AIRPORT	068841	624.94
01-J00006	J & S FENCING					
		I-141407	03 -5876316	REPAIRS & MAI FENCE REPAIRS AT AIRPORT	068857	1,200.00
01-000240	OKLA CORPORATION COMM.					
		I-13-01943	03 -5876331	EMPLOYEE TRAV LICENSE FEE-COREY ROBERTS	068885	50.00
01-R00210	RED RIVER SPECIALIST, I					
		I-454750	03 -5876203	REPAIRS & MAI CHEMICALS FOR LAND MAINT	068895	375.80
		I-454750	03 -5876208	LAND MAINTENA CHEMICALS FOR LAND MAINT	068895	1,250.00
01-U00020	UNITED STATES CELLULAR					
		I-201404096106	03 -5876315	TELEPHONE UTI PHONE EXP-AIRPORT	068804	27.33
			FUND	03 AIRPORT AUTHORITY	TOTAL:	3,574.23

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201404086100	05 -5218313	ELECTRIC UTIL ELECTRIC-PARKING AUTH	068802	139.62
			FUND	05 PARKING AUTHORITY	TOTAL:	139.62

4/15/2014 10:25 AM
 PACKET: 11344 CLAIMS FOR 04/22/2014
 VENDOR SET: 01
 FUND : 08 NUTRITION

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00163	CAROLYN SMITH					
		I-201404116113	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	068824	150.00
		I-201404116114	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068824	117.60
01-E00207	EMMA E. BELLIS					
		I-201404116118	08 -5549308	CONTRACT SERV CONTRACT MEAL DEL	068839	135.00
		I-201404116119	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068839	100.80
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201404146120	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	068840	767.00
01-G00288	GERALDINE E MALKOWSKI					
		I-201404116116	08 -5549308	CONTRACT SERV CONTRACT MEAL DEL	068847	30.00
		I-201404116117	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068847	19.04
01-R00304	RICHELLE CHEYENNE					
		I-201404116115	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068897	90.16
01-U00020	UNITED STATES CELLULAR					
		I-201404096106	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	068804	81.99
			FUND 08 NUTRITION	TOTAL:		1,491.59

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL	I-108	09 -5864365	ALFA ESCROW L PARTICIPATION FEE	068815	5,048.00
01-S00132	STEARNS, CONRAD & SCHMI	I-0228773	09 -5864327	SUB TITLE D E GROUND WTR MONITORING	068898	1,770.00
			FUND 09	LANDFILL RES./SUB-TITLE DTOTAL:		6,818.00

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201404086102	29 -5324401	CAPITAL OUTLA PHONE EXP-911 EQUIP LEASE	068793	2,403.33
01-A00581	AT&T					
		I-201404086103	29 -5324315	TELEPHONE UTI PHONE EXP-HOST CIRCUIT 911	068795	770.16
		I-201404086103	29 -5324315	TELEPHONE UTI PHONE EXP-HOST CIRCUIT 911 CTY	068795	396.00
01-C00146	CANADIAN VALLEY TELEPHO					
		I-201404096107	29 -5324315	TELEPHONE UTI PHONE EXP-911 COUNTY TRUNK LN	068797	113.36
01-C00856	CROSS TELEPHONE COMPANY					
		I-201404086099	29 -5324315	TELEPHONE UTI PHONE EXP-911 COUNTY TRUNK LN	068799	381.44
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-1406164	29 -5324308	CONTRACTED SE TELETYPE RENTAL FEE	068834	350.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201404146120	29 -5324212	FUEL EXPENSE FUEL EXP-E 911	068840	57.76
01-I00066	I/O SOLUTIONS, INC.					
		I-C31472A	29 -5324331	EMPLOYEE TRAV EXAM TEST FOR DISPATCH	068852	119.00
01-L00084	LANGUAGE LINE SERVICES					
		I-3336191	29 -5324202	OPERATING SUP TRANSLATION FOR 911 CALLS	068862	18.41
01-P00552	PUBLIC SAFETY GROUP					
		I-1914	29 -5324331	EMPLOYEE TRAV TRAINING FEE	068894	537.00
		I-1937	29 -5324331	EMPLOYEE TRAV SUICIDE PREVENTION TRAINI	068894	358.00
01-S00580	AT & T					
		I-201404016080	29 -5324315	TELEPHONE UTI PHONE EXP- E-911	068771	2,226.98
		I-201404086104	29 -5324315	TELEPHONE UTI PHONE EXP-911 WIRELESS	068803	228.36
01-U00020	UNITED STATES CELLULAR					
		I-201404096106	29 -5324315	TELEPHONE UTI PHONE EXP-E911	068804	27.33
				FUND 29 E-911	TOTAL:	7,987.13

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00822	COURTYARD KANSAS CITY E	I-50577	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECDEV TRAINING	068826	404.08
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	404.08

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00193	WEDDLE SIGNS	I-65760	32	-5215216	UNION PACIFIC SIGNS FOR NT HISTORIC TRA	068909	9,310.00
			FUND	32	GRANTS & CONTRIBUTIONS	TOTAL:	9,310.00

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00229	ADVANTAGE TRUCK AND AUT	I-45027	35 -5862203	REPAIRS & MAI BEDLINER/STEPRAILFOR S-1	068812	660.00
01-A00770	BOLTE ENTERPRISES, INC	I-940897	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	207.26
		I-940930	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	17.79
		I-940937	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	6.27
		I-940942	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	20.98
		I-941134	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	17.40
		I-941322	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	127.84
		I-941354	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	1.04
		I-941376	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	4.39
		I-941516	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068818	28.50
01-B00150	BEALES GOODYEAR TIRES	I-1-2879	35 -5862203	REPAIRS & MAI MISC REPAIRS	068820	420.45
		I-1-3050	35 -5862203	REPAIRS & MAI MISC REPAIRS	068820	76.40
01-F00015	FLEETCOR TECHNOLOGIES	I-201404146120	35 -5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	068840	366.63
		I-201404146121	35 -5862203	REPAIRS & MAI FUEL EXP-FLEET MAINT	068841	188.63
01-G00490	GRISSOM IMPLEMENT INC	I-394594	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	068849	121.60
01-MC0208	MCALESTER WELDING	I-452973	35 -5862203	REPAIRS & MAI WELDING SUPPLIES FOR SHOP	068875	303.00
01-N00271	FREEDOM FORD INC	I-153916	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	35.50
		I-154043	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	35.50
		I-154053	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	35.50
		I-154064	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	35.50
		I-154143	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	90.00
		I-154179	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	37.66
		I-81519	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	437.43
		I-81544	35 -5862203	REPAIRS & MAI MISC REPAIRS	068877	26.27
01-O00075	O'REILLY AUTO PARTS	C-0230-186393	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	73.08-
		C-0230-186664	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	33.11-
		C-0230-188977	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	120.88-
		I-0230-186385	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	196.60
		I-0230-186543	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	42.49
		I-0230-186585	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	33.11
		I-0230-186624	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	39.99
		I-0230-186850	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	12.14
		I-0230-187057	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	25.98
		I-0230-187184	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	22.09

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS			continued		
		I-0230-187713	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	6.99
		I-0230-187761	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	89.99
		I-0230-188211	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068880	11.98
		I-0230-188466	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	16.19
		I-0230-188472	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	31.88
		I-0230-188792	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	72.24
		I-0230-188937	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	57.27
		I-0230-188952	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	67.34
		I-0230-188976	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	43.33
		I-0230-189406	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	4.20
		I-0230-189444	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	59.83
		I-0230-189513	35 -5862203	REPAIRS & MAI DIESEL EXHAUST FLUID	068881	199.99
		I-0230-189584	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	53.13
		I-0230-189733	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	11.15
		I-0230-189756	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068881	9.72
01-000122	OK TIRE					
		I-12810A	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENTS	068883	114.95
01-S00710	STANDARD MACHINE LLC					
		I-237095	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	068900	74.43
01-U00020	UNITED STATES CELLULAR					
		I-201404096106	35 -5862315	TELEPHONE UTI PHONE EXP-FLEET MAINT	068804	60.96
01-W00195	WELDON PARTS INC.					
		I-1228825-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	068910	113.77
		I-1229493-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	068910	22.43
				FUND 35 FLEET MAINTENANCE	TOTAL:	4,568.64

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN	I-201404	36 -5215315	THIRD PARTY A W/C ADMII	068869	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00209	KIDS PLACE DESIGNS LLC	I-1014	41 -5542401	CAPITAL OUTLA WOOD CHIPS FOR CHADICK PK	068860	1,943.00
01-M00510	MIRACLE RECREATION EQUI	I-747224	41 -5542401	CAPITAL OUTLA SWING SET FOR CHADICK PK	068867	1,032.53
		I-747225	41 -5542401	CAPITAL OUTLA SWINGSET BOARDER	068867	1,367.00
01-N00347	MEHLBURGER BRAWLEY, INC	I-MC-13-03-04	41 -5974402	30 INCH PUMP 30" PUMP HEADER REPLACE	068879	2,420.00
01-W00465	WORTH HYDROCHEM OF OKLA	I-4186IN2	41 -5974401	CAPITAL OUTLA CHLORINE AUTO SHUTOFF SYS	068913	16,100.00
			FUND 41 CIP FUND	TOTAL:		23,662.53
				REPORT GRAND TOTAL:		428,206.66

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2013-2014	01 -2100	CLEET PAYABLE (COURT)	5,626.91				
	01 -2101	AFIS PAYABLE - COURT	3,103.43				
	01 -2102	FORENSICS PAYABLE (COURT)	2,996.42				
	01 -2103	OBN PAYABLE (COURT)	69.32				
	01 -5210302	CONSULTANTS/LABOR RELATION	2,574.00	42,000	6,679.21		
	01 -5211330	DUES & SUBSCRIPTIONS	1,548.97	2,200	155.53		
	01 -5212317	ADVERTISING & PRINTING	94.00	2,000	721.87		
	01 -5212339	CODIFICATION	1,870.00	13,000	6,500.00		
	01 -5214302	CONSULTANTS	6,467.30	100,000	19,825.10		
	01 -5215202	OPERATING SUPPLIES	342.12	38,500	6,149.67		
	01 -5215313	ELECTRIC UTILITY	23,873.03	287,000	42,279.22		
	01 -5215314	GAS UTILITY	5,759.39	11,000	5,232.33- Y		
	01 -5215315	TELEPHONE UTILITY	1,869.50	48,924	7,190.93		
	01 -5225212	FUEL EXPENSE	152.52	1,813	655.84		
	01 -5320328	INTERNET SERVICE	116.75	1,500	449.25		
	01 -5321202	OPERATING SUPPLIES	52.10	13,300	5,387.63		
	01 -5321212	FUEL EXPENSE	11,120.44	122,427	28,023.77		
	01 -5321316	REPAIRS & MAINTENANCE	210.50	2,900	1,567.50		
	01 -5322212	FUEL EXPENSE	427.95	4,000	760.24		
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	358.00	2,000	1,398.90		
	01 -5431202	OPERATING SUPPLIES	292.43	10,900	1,139.94		
	01 -5431203	REPAIRS & MAINT SUPPLIES	163.76	8,900	3,215.48		
	01 -5431207	CLOTHING ALLOWANCE	256.95	26,000	7,319.86		
	01 -5431212	FUEL EXPENSE	1,710.30	19,068	4,720.15		
	01 -5431328	INTERNET SERVICE	62.95	2,000	363.30		
	01 -5432202	OPERATING SUPPLIES	1,181.91	24,900	2,339.97		
	01 -5432212	FUEL EXPENSE	1,415.84	19,004	6,550.19		
	01 -5432330	DUES & SUBSCRIPTIONS	472.50	1,200	142.50		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,694.59	50,000	3,894.41		
	01 -5542204	SMALL TOOLS	1,199.98	2,000	134.04		
	01 -5542212	FUEL EXPENSE	2,006.32	47,436	25,155.67		
	01 -5542308	CONTRACTED SERVICES	221.48	14,400	5,557.77		
	01 -5542328	INTERNET SERVICE	148.91	1,800	310.90		
	01 -5543203	REPAIRS & MAINT SUPPLIES	2,400.00	10,000	1,194.04		
	01 -5544202	OPERATING SUPPLIES	806.82	12,800	2,286.99		
	01 -5544212	FUEL EXPENSE	117.82	3,088	1,327.05		
	01 -5544308	CONTRACT LABOR	51.75	15,900	6,115.25		
	01 -5544331	EMPLOYEE TRAVEL & TRAINING	61.04	600	253.07		
	01 -5547212	FUEL EXPENSE	369.42	14,775	6,769.10		
	01 -5547328	INTERNET SERVICE	59.95	720	174.45		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	640.29	58,100	8,769.13		
	01 -5548212	FUEL EXPENSE	452.62	5,374	1,052.47		
	01 -5548328	INTERNET SERVICE	75.96	912	152.40		
	01 -5652212	FUEL EXPENSE	480.35	6,228	2,649.34		
	01 -5652336	FEES	48.00	1,800	182.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5653212	FUEL EXPENSE	25.66	808	283.70				
01	-5653213	SAFETY EXPENSE	606.25	24,000	6,602.37				
01	-5653215	AWARDS/NUC PROGRAM	39.79	6,000	403.72				
01	-5653317	ADVERTISING & PRINTING	214.20	3,400	244.32				
01	-5653348	DRUG TESTING/PHYSICALS	1,333.20	12,000	4,208.05				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	2,688.80	88,300	46,577.86				
01	-5865212	FUEL EXPENSE	3,065.34	44,413	1,491.26				
01	-5865218	STREET REPAIRS & MAINTENAN	11,117.99	265,102	57,038.76				
01	-5865328	INTERNET SERVICE	159.84	1,920	405.48				
01	-5865403	STREETS RECONSTRUCTION PRO	1,157.10	541,398	53,695.95				
02	-5216207	CLOTHING ALLOWANCE	219.98	750	947.87-		Y		
02	-5216212	FUEL EXPENSE	691.61	8,730	2,499.36				
02	-5267313	ELECTRIC UTILITY	33,046.80	359,123	22,096.35				
02	-5267314	GAS UTILITY	1,908.22	7,223	1,745.29-		Y		
02	-5267315	TELEPHONE UTILITY	6,841.27	90,000	1,742.64				
02	-5267316	WATER UTILITY	111.19	4,232	3,970.43				
02	-5864212	FUEL EXPENSE	69.01	697	166.77				
02	-5866212	FUEL EXPENSE	774.11	13,525	5,574.52				
02	-5866230	RECYCLING CENTER EXPENSE	100.00	2,800	885.50				
02	-5866306	CONTRACTED REFUSE SERVICES	151,893.62	1,799,800	431,257.53				
02	-5871207	CLOTHING ALLOWANCE	84.99	250	128.95-		Y		
02	-5871212	FUEL EXPENSE	144.06	3,438	874.62				
02	-5871302	CONSULTANTS	4,187.32	125,632	53,966.02				
02	-5973203	REPAIRS & MAINT SUPPLIES	498.00	54,000	18,423.82				
02	-5973212	FUEL EXPENSE	898.05	14,511	1,435.51				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,656.95	26,900	3,408.52				
02	-5973304	LAB TESTING	56.47	25,100	34.14				
02	-5973328	INTERNET SERVICE	68.65	750	126.15				
02	-5973329	DEQ FEES	562.00	15,200	13,008.58				
02	-5974203	REPAIRS & MAINT SUPPLIES	2,976.74	80,000	2,322.33				
02	-5974206	CHEMICALS	15,610.00	378,872	102,807.82				
02	-5974207	CLOTHING ALLOWANCE	136.96	1,500	210.71-		Y		
02	-5974212	FUEL EXPENSE	2,511.80	20,006	3,547.21				
02	-5974304	LAB TESTING	139.00	35,000	6,967.42				
02	-5974316	REPAIRS & MAINTENANCE	600.00	70,000	35,111.83				
02	-5974329	DEQ FEES	124.00	8,000	4,594.00				
02	-5975202	OPERATING SUPPLIES	219.90	5,000	2,360.81				
02	-5975207	CLOTHING ALLOWANCE	38.97	2,000	137.32				
02	-5975209	UTILITY MAINTENANCE SUPP.	398.19	32,500	4,423.87				
02	-5975211	WATER METERS	2,988.38	85,000	15,307.61				
02	-5975212	FUEL EXPENSE	2,842.53	38,409	14,036.44				
02	-5975235	WATER MAIN REPAIR	255.08	68,000	1,541.14				
03	-5876203	REPAIRS & MAINT SUPPLIES	375.80	2,000	650.63				
03	-5876208	LAND MAINTENANCE SUPP.	1,250.00	2,000	168.00				
03	-5876212	FUEL EXPENSE	624.94	2,600	443.70-		Y		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
03	-5876314	GAS UTILITY	46.16	500	453.84				
03	-5876315	TELEPHONE UTILITY	27.33	300	54.23				
03	-5876316	REPAIRS & MAINTENANCE	1,200.00	5,000	1,562.98				
03	-5876331	EMPLOYEE TRAVEL & TRAININ	50.00	200	125.00				
05	-5218313	ELECTRIC UTILITY	139.62	1,400	287.19				
08	-5549212	FUEL EXPENSE	767.00	9,400	2,558.84				
08	-5549308	CONTRACT SERVICES	642.60	15,500	3,418.85				
08	-5549315	TELEPHONE UTILITY	81.99	3,000	670.41				
09	-5864327	SUB TITLE D EXPENSE	1,770.00	80,000	54,059.47				
09	-5864365	ALFA ESCROW LIABILITY PAYM	5,048.00	20,000	192.00-	Y			
27	-5655202	OPERATING SUPPLIES	48.84	5,100	4,369.22				
27	-5655214	TOURISM EXPENSE	12,870.51	48,500	1,951.60				
28	-5654203	REPAIR & MAINT SUPPLIES	536.65	18,846	4,450.76				
28	-5654210	CONCESSION SUPPLIES	202.24	17,721	2,638.43				
28	-5654212	FUEL EXPENSE	87.27	2,059	803.43				
28	-5654313	ELECTRIC UTILITY	6,526.01	57,000	7,441.74				
28	-5654314	GAS UTILITY	9,869.04	16,000	16,687.49-	Y			
28	-5654315	TELEPHONE UTILITY	81.99	3,083	861.72				
29	-5324202	OPERATING SUPPLIES	18.41	5,000	1,495.68				
29	-5324212	FUEL EXPENSE	57.76	1,494	768.42				
29	-5324308	CONTRACTED SERVICES	350.00	54,447	13,936.00				
29	-5324315	TELEPHONE UTILITY	4,143.63	55,720	15,248.50				
29	-5324331	EMPLOYEE TRAVEL & TRAININ	1,014.00	4,500	2,799.15				
29	-5324401	CAPITAL OUTLAY	2,403.33	30,713	6,679.70				
30	-5652331	EMPLOYEE TRAVEL & TRAINING	404.08	17,500	11,409.08				
32	-5215216	UNION PACIFIC TRAILS PROJE	9,310.00	15,000	859.44				
35	-5862203	REPAIRS & MAINTENANCE SUPP	4,141.05	315,700	28,514.04				
35	-5862212	FUEL EXPENSE	366.63	5,818	2,980.85				
35	-5862315	TELEPHONE UTILITY	60.96	740	191.79				
36	-5215315	THIRD PARTY ADM FEES	941.68	12,000	700.00				
41	-5542401	CAPITAL OUTLAY	5,142.53	162,056	3,644.62-	Y			
41	-5974401	CAPITAL OUTLAY	16,100.00	34,897	3,000.40				
41	-5974402	30 INCH PUMP HEADER REPLAC	2,420.00	254,400	230,000.00				
** 2013-2014 YEAR TOTALS **			428,206.66						

NO ERRORS

** END OF REPORT **

PACKET: 11344 CLAIMS FOR 04/22/2014

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	4/2014	106,432.76CR
02	4/2014	232,653.85CR
03	4/2014	3,574.23CR
05	4/2014	139.62CR
08	4/2014	1,491.59CR
09	4/2014	6,818.00CR
27	4/2014	12,919.35CR
28	4/2014	17,303.20CR
29	4/2014	7,987.13CR
30	4/2014	404.08CR
32	4/2014	9,310.00CR
35	4/2014	4,568.64CR
36	4/2014	941.68CR
41	4/2014	23,662.53CR
ALL		428,206.66CR

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: April 14, 2014

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

<u>Construction Services</u>	<u>Invoice: 31947</u>	
ITEM	ITEM NO.	
<u>March 20, 2014</u>	<u>CIP #1</u>	<u>\$19,755.00</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY

City Manager or Chairman

Date: April 14, 2014

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

March 20, 2014
 Project No: 6004066.000
 Invoice No: 31947

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

Project 6004066.000 17th Street from Comanche Ave to South Ave
Fee

Billing Phase	Fee	Percent Complete	Earned
Design Ready Topographic Survey	9,200.00	100.00	9,200.00
Right of Way / Boundary Survey	2,800.00	100.00	2,800.00
Geotechnical Services	5,000.00	100.00	5,000.00
Roadway Plans	35,000.00	100.00	35,000.00
Waterline Plans	6,500.00	100.00	6,500.00
Bidding Process	1,500.00	100.00	1,500.00
Construction Management Services	65,850.00	30.00	19,755.00
Total Fee	125,850.00		79,755.00
		Previous Fee Billing	60,000.00
		Current Fee Billing	19,755.00
	Total Fee		19,755.00
		Total this Invoice	\$19,755.00



RECEIVED
 3/31/14

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: April 15, 2014

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.

Bank of America Merrill Lynch, Global Custody and Agency Services, Attn: Val Opperman **874081029**
CREDITOR TRUST NO.

135 South LaSalle Street Chicago, IL 60603
MAILING ADDRESS

<u>Construction Services</u>	<u>Invoice: Estimate #2</u>
ITEM	ITEM NO.
<u>April 10, 2014</u> <u>CIP #1</u>	<u>\$52,237.25</u>
DATE	PURPOSE
	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY

City Manager or Chairman

Date: April 15, 2014

Date Approved: _____

Date Paid: _____



Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

BILLING

Austin Paving, LLC
PO Box 2707
Stillwater, OK 74076

Sold To:
City of McAlester
28 East Washington Avenue
McAlester, OK 74501

Terms Net 30

Billing Date: 4/10/2014
Due Date: 5/10/2014
Job Name: 17th Street
Contract #: 6004066
Description: Estimate No. 2

Progress Billing for Job: 17th Street

Original Contract: \$584,042.05
Change Orders: \$27,439.12
Approved Contract: \$611,481.17

Prior Billings: \$150,261.49
Prior Retention: (\$16,695.72)

Approved Contract Amount	\$611,481.17
Current % Complete:	36.80%
Current Total Billing:	\$ 224,998.60
Less Prior Billings:	\$ 150,261.49
Gross Amount This Estimate:	\$ 74,737.11
Less Retention (10%):	\$ (7,473.71)
Amount Due This Request	\$ 52,237.25

Austin Paving, LLC

Pay Estimate Summary Report

Invoice # 2 - Estimate # 2

Owner

Invoice Date:

City of McAlester

Austin Paving, LLC

Dates Submitted: 3/10/2014 to 4/10/2014

28 East Washington Avenue

PO Box 2707

Contract # 6004066

McAlester, OK 74501

Stillwater, OK 74076

17th Street from South Avenue to Comanche Avenue

Base Bid:

Item	Description	Contract Quantities	Unit	Unit Price	Previous Quantities	Current Quantities	Quantities to Date	Amount to Date
1	Clearing and Grubbing	1.00	Lsum	\$ 7,500.00	0.85	0.150	1.00	\$ 7,500.00
2	Unclassified Excavation	2,340.00	CY	\$ 7.70	1,654.22	685.780	2,340.00	\$ 18,018.00
3	Unclassified Borrow	225.00	CY	\$ 7.70	17.00	208.000	225.00	\$ 1,732.50
4	Type A Salvaged Topsoil	1.00	Lsum	\$ 6,800.00	0.50	0.000	0.50	\$ 3,400.00
5	Temporary Silt Fence	2,575.00	LF	\$ 2.88	0.00	1,530.000	1,530.00	\$ 4,406.40
6	Solid Slab Sodding	2,165.00	SY	\$ 2.17	0.00	0.000	-	\$ -
7	Aggregate Base Type 'A'	1,255.00	CY	\$ 36.10	0.00	0.000	-	\$ -
8	Subgrade Method B	5,625.00	SY	\$ 2.76	2,120.00	2,888.000	5,008.00	\$ 13,822.08
9	Separator Fabric	6,510.00	SY	\$ 1.50	0.00	0.000	-	\$ -
10	Traffic Bound Surface Course Type A	370.00	Ton	\$ 25.00	0.00	370.000	370.00	\$ 9,250.00
11	P.C. Concrete Pavement (Placement)	5,340.00	SY	\$ 18.70	0.00	0.000	-	\$ -
12	P.C. Concrete for Pavement	1,190.00	CY	\$ 100.00	0.00	0.000	-	\$ -
13	Slope Wall (4")	80.00	SY	\$ 50.00	0.00	0.000	-	\$ -
14	Concrete Curb (6" Barrier-Integral)	2,590.00	LF	\$ 3.00	0.00	0.000	-	\$ -
15	4" Concrete Sidewalk	436.00	SY	\$ 35.00	0.00	0.000	-	\$ -
16	6" Concrete Driveway	380.00	SY	\$ 40.00	0.00	0.000	-	\$ -
17	Tactile Warning Device (New)	64.00	SF	\$ 45.00	0.00	0.000	-	\$ -
18	Manholes Adjust to Grade	5.00	Ea	\$ 285.00	0.00	0.000	-	\$ -
19	Removal of Structures & Obstructions	1.00	Lsum	\$ 6,800.00	0.75	0.250	1.00	\$ 6,800.00
20	Removal of Asphalt Pavement	5,365.00	SY	\$ 3.70	4,622.00	743.000	5,365.00	\$ 19,850.50
21	Sawing Pavement	1,755.00	LF	\$ 5.70	0.00	0.000	-	\$ -
22	Remove & Reset Mailbox	11.00	Ea	\$ 100.00	0.00	0.000	-	\$ -
23	Temporary Pavement Remove and Repair	200.00	SY	\$ 58.00	166.00	34.000	200.00	\$ 11,600.00
24	10" PVC	1,270.00	LF	\$ 37.00	1,270.00	10.000	1,280.00	\$ 47,360.00
25	6" PVC	80.00	LF	\$ 35.00	60.00	20.000	80.00	\$ 2,800.00
26	10"x10"x6" M.J. Tee	3.00	Ea	\$ 300.00	3.00	2.000	5.00	\$ 1,500.00
27	M.J. Tee	1.00	Ea	\$ 300.00	1.00	0.000	1.00	\$ 300.00
28	10" 45 deg. M.J. Bend	8.00	Ea	\$ 400.00	4.00	2.000	6.00	\$ 2,400.00
29	6" Tapping Sleeve	2.00	Ea	\$ 1,700.00	2.00	0.000	2.00	\$ 3,400.00
30	10" Gate Valve w/ Box	4.00	Ea	\$ 2,000.00	4.00	0.000	4.00	\$ 8,000.00
31	6" Gate Valve w/ Box	3.00	Ea	\$ 850.00	3.00	2.000	5.00	\$ 4,250.00
32	4" Gate Valve w/ Box	1.00	Ea	\$ 490.00	0.00	1.000	1.00	\$ 490.00

Item	Description	Contract			Previous Quantities	Current Quantities	Quantities to Date	Amount to Date
		Quantities	Unit	Unit Price				
33	10" Cap	6.00	Ea	\$ 150.00	0.00	3.000	3.00	\$ 450.00
34	4" Cap	1.00	Ea	\$ 75.00	0.00	1.000	1.00	\$ 75.00
35	6"x2" Reducer	1.00	Ea	\$ 175.00	0.00	1.000	1.00	\$ 175.00
36	Fire Hydrant Assembly	1.00	Ea	\$ 2,700.00	1.00	0.000	1.00	\$ 2,700.00
37	Service Line (Long)	4.00	Ea	\$ 700.00	6.00	0.000	6.00	\$ 4,200.00
38	Service Line (Short)	9.00	Ea	\$ 600.00	10.00	1.000	11.00	\$ 6,600.00
39	Connect Existing Hydrant	1.00	Ea	\$ 500.00	1.00	0.000	1.00	\$ 500.00
40	Leakage Test and Disinfection	1.00	LSum	\$ 6,300.00	1.00	0.000	1.00	\$ 6,300.00
40a	Temporary Pavement Remove and Repair	10.00	SY	\$ 80.00	10.00	0.000	10.00	\$ 800.00
40b	4" PVC Service Line	45.00	LF	\$ 1.00	30.00	0.000	30.00	\$ 30.00
41	Construction Traffic Control	1.00	LSum	\$ 4,500.00	0.00	0.000		\$ -
42	Remove and Reset Existing Signs	9.00	Ea	\$ 100.00	0.00	0.000	-	\$ -
43	SWPPP Documentation and Management	1.00	LSum	\$ 1,200.00	0.20	0.050	0.25	\$ 300.00
44	Mobilization	1.00	LSum	\$ 7,500.00	0.50	0.500	1.00	\$ 7,500.00
45	Construction Staking	1.00	LSum	\$ 4,200.00	1.00	(0.750)	0.25	\$ 1,050.00

Alternate No. 1:

Item	Description	Contract			Previous Quantities	Current Quantities	Quantities to Date	Amount to Date
		Quantities	Unit	Unit Price				
46	Pavement Patching (Concrete)	470.00	SY	\$ 78.00	0.00	0.000	-	\$ -

Change Order No. 2:

Item	Description	Contract			Previous Quantities	Current Quantities	Quantities to Date	Amount to Date
		Quantities	Unit	Unit Price				
47	Sewer Main Adjustment at Seminole Ave	1.00	Lsum	\$27,439.12	0.44	0.560	1.00	\$ 27,439.12

Original Contract Amount \$ 584,042.05
Change Order Amount \$27,439.12
Total Contract \$ 611,481.17

Approved By: _____

Owner

Approved By: *Janet A. McDonald*

Contractor

member-man/owner

Approved By: *[Signature]*

Resident Engineer

Work Completed to Date \$ 224,998.60
Stored Material \$ -
Total Complete/Stored/Pending \$ 224,998.60
Less Retainage (10%) \$ (22,499.86)
Total (Less Retainage) \$ 202,498.74
Adjustments \$ -
Less Previously Requested \$ 150,261.49
Amount Due This Request \$ 52,237.25



VIA CERTIFIED MAIL

March 5, 2014

Oklahoma State Penitentiary
P.O. Box 97
McAlester, OK 74502

Re: **REVISION** to Wholesale Water Contract – Annual Renewal

Dear Warden:

Enclosed are two (2) copies of an Addendum to the Wholesale Water Purchase Contract with the City of McAlester which will renew your contract for one year (January 1, 2014 through December 31, 2014) after the City Council authorizes the Mayor to sign the Addendum. The plan is to request this authorization at the City Council Meeting on March 25, 2014. The Consumer Price Index (CPI-U) for 2013 was an increase of 1.5 percent. The adjustment on your current base rate of **\$2.80** per 1000 gallons was an additional \$.04 for this increase in the CPI-U. Please disregard the previous letter that I sent you because of a misprint showing your base rate at \$2.75.

In addition, the City is expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing District 5 (as well as the other wholesale water customers) its proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2013 (297,286,318 gallons) by the total amount of water produced by the City in 2013 (1,568,683,000 gallons) and multiplying this percentage (18.95%) by the \$324,751 cost. This amounts to \$61,541.39 for all the wholesale water customers' proportional share of the cost. The \$61,541.39 was then divided by the 2013 wholesale water usage in 1000 gallons (297,286) to determine the cost per 1000 gallons of \$0.21 for the wholesale water customers' proportional share of the water storage tank rehabilitation cost.

The rate for 2014 for Oklahoma State Penitentiary is therefore $\$2.80 + \$0.04 + \$0.21 = \3.05 per 1000 gallons.

I've included documentation of the U.S. Department of Labor news release on the 2013 CPI-U for your use.

Please return both copies of the executed Contract Addendum for the Mayor to sign prior to March 25, 2014. We will return one signed copy for your records

If you have comments, questions or concerns please call my office at (918) 423-9300 Ext. 4992.

Regards,

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

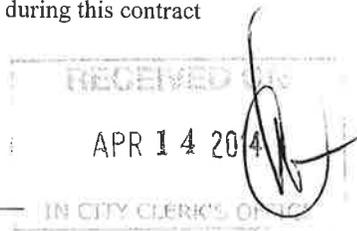
ADDENDUM NO. 6

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Oklahoma State Penitentiary, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2014 to and including December 31, 2014.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.05 per 1,000 gallons.

3. Other Amendments:

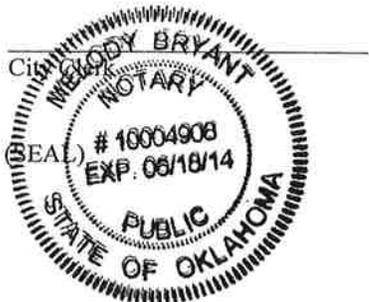


In all other respects, the provisions of the water purchase contract between the City and the District dated January 1, 2008, which are unaffected by the above stated amendments shall remain in full force and effect during such extended contract period.

Agreed and signed as of this _____ day of _____ 2014, regardless of the actual date of signing.

(SEAL)

Attest:



City of McAlester, Oklahoma

by: _____
Mayor

Attest:

Oklahoma State Penitentiary

Melody Bryant

by: *Quito Zammef*



January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

Oklahoma State Penitentiary
P.O. Box 97
McAlester, OK 74502

Prior Year 2013

Re: Wholesale Water Contract – Annual Renewal

Dear Warden:

Enclosed are two (2) copies of an Addendum to the Wholesale Water Purchase Contract with the City of McAlester which will renew your contract for one year (January 1, 2013 through December 31, 2013). The Consumer Price Index (CPI-U) for 2012 was an increase of 1.7 percent. The adjustment on your current base rate of \$2.75 per 1000 gallons was an additional \$.05 for this increase in the CPI-U.

In addition, the City is currently required by the Oklahoma Department of Environmental Quality (ODEQ) to expend \$961,349 in 2012 and 2013 for clarifier residuals pump station, sludge dewatering boxes, rehabilitation of existing lagoons, engineering and inspection. This cost was divided into the two years to help lessen the impact on your rates. Last year the half cost amount was estimated at an amount of \$437,700. This leaves an amount of \$524,349 (\$961,349 - \$437,700) remaining cost for this work. In addition, we are expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing O.S.P. as well as the other wholesale water customers) its proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2012 (323,072,018 gallons) by the total amount of water produced by the City in 2012 (1,654,371,000 gallons) and multiplying this percentage (19.53%) by the \$849,100 cost (\$524,349 + \$324,751). This amounts to \$165,829.23 for all the wholesale water customers' proportional share of the cost. The \$165,829.23 was then divided by the 2012 wholesale water useage in 1000 gallons (323,072) to determine the cost per 1000 gallons of \$0.51 for the wholesale water customers proportional share of the ODEQ required improvement costs.

The rate for 2013 for O.S.P. is therefore $\$2.75 + \$.05 + \$.51 = \3.31 per 1000 gallons.

I've included documentation of the U.S. Department of Labor news release on the 2012 CPI-U for your use.

Please return one copy of the executed Contract Addendum and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4995 if you have any questions or if I can be of further assistance.

Regards,

David R. Medley, P.E.
Utilities Director



VIA CERTIFIED MAIL

March 5, 2014

Pittsburg County RWD #5
P.O. Box 102
McAlester, OK 74502

Re: **REVISION** to Wholesale Water Contract – Annual Renewal

Dear Chairman:

Enclosed are two (2) copies of an Addendum to the Wholesale Water Purchase Contract with the City of McAlester which will renew your contract for one year (January 1, 2014 through December 31, 2014) after the City Council authorizes the Mayor to sign the Addendum. The plan is to request this authorization at the City Council Meeting on March 25, 2014. The Consumer Price Index (CPI-U) for 2013 was an increase of 1.5 percent. The adjustment on your current base rate of **\$2.80** per 1000 gallons was an additional \$.04 for this increase in the CPI-U. Please disregard the previous letter that I sent you because of a misprint showing your base rate at \$2.75.

In addition, the City is expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing District 5 (as well as the other wholesale water customers) its proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2013 (297,286,318 gallons) by the total amount of water produced by the City in 2013 (1,568,683,000 gallons) and multiplying this percentage (18.95%) by the \$324,751 cost. This amounts to \$61,541.39 for all the wholesale water customers' proportional share of the cost. The \$61,541.39 was then divided by the 2013 wholesale water usage in 1000 gallons (297,286) to determine the cost per 1000 gallons of \$0.21 for the wholesale water customers' proportional share of the water storage tank rehabilitation cost.

The rate for 2014 for District No. 5 is therefore $\$2.80 + \$0.04 + \$0.21 = \3.05 per 1000 gallons.

I've included documentation of the U.S. Department of Labor news release on the 2013 CPI-U for your use.

Please return both copies of the executed Contract Addendum for the Mayor to sign prior to March 25, 2014. We will return one signed copy for your records

If you have comments, questions or concerns please call my office at (918) 423-9300 Ext. 4992.

Regards,

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

ADDENDUM NO. 6

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 5, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2014 to and including December 31, 2014.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.05 per 1,000 gallons.

3. Other Amendments:

APR 08 2014 

In all other respects, the provisions of the water purchase contract between the City and the District dated January 1, 2008, which are unaffected by the above stated amendments shall remain in full force and effect during such extended contract period.

Agreed and signed as of this _____ day of _____ 2014, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

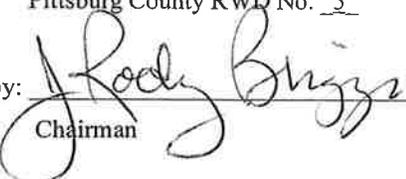
(SEAL)

Attest:

Pittsburg County RWD No. 5



Board Secretary

by: 

Chairman



January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #5
P.O. Box 102
McAlester, OK 74502

Prior Year 2013

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

Enclosed are two (2) copies of an Addendum to the Wholesale Water Purchase Contract with the City of McAlester which will renew your contract for one year (January 1, 2013 through December 31, 2013). The Consumer Price Index (CPI-U) for 2012 was an increase of 1.7 percent. The adjustment on your current base rate of \$2.75 per 1000 gallons was an additional \$.05 for this increase in the CPI-U.

In addition, the City is currently required by the Oklahoma Department of Environmental Quality (ODEQ) to expend \$961,349 in 2012 and 2013 for clarifier residuals pump station, sludge dewatering boxes, rehabilitation of existing lagoons, engineering and inspection. This cost was divided into the two years to help lessen the impact on your rates. Last year the half cost amount was estimated at an amount of \$437,700. This leaves an amount of \$524,349 (\$961,349 - \$437,700) remaining cost for this work. In addition, we are expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing District 5 (as well as the other wholesale water customers) its proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2012 (323,072,018 gallons) by the total amount of water produced by the City in 2012 (1,654,371,000 gallons) and multiplying this percentage (19.53%) by the \$849,100 cost (\$524,349 + \$324,751). This amounts to \$165,829.23 for all the wholesale water customers' proportional share of the cost. The \$165,829.23 was then divided by the 2012 wholesale water usage in 1000 gallons (323,072) to determine the cost per 1000 gallons of \$0.51 for the wholesale water customers proportional share of the ODEQ required improvement costs.

The rate for 2013 for District No. 5 is therefore $\$2.75 + \$0.05 + \$0.51 = \3.31 per 1000 gallons. \approx *2.48/100 CF

I've included documentation of the U.S. Department of Labor news release on the 2012 CPI-U for your use.

Please return one copy of the executed Contract Addendum and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4995 if you have any questions or if I can be of further assistance.

Regards,

David R. Medley

David R. Medley, P.E.
Utilities Director



VIA CERTIFIED MAIL

March 5, 2014

Pittsburg County RWD #16
P.O. Box 307
McAlester, OK 74502

Re: **REVISION** to Wholesale Water Contract – Annual Renewal

Dear Chairman:

Enclosed are two (2) copies of an Addendum to the Wholesale Water Purchase Contract with the City of McAlester which will renew your contract for one year (January 1, 2014 through December 31, 2014) after the City Council authorizes the Mayor to sign the Addendum. The plan is to request this authorization at the City Council Meeting on March 25, 2014. The Consumer Price Index (CPI-U) for 2013 was an increase of 1.5 percent. The adjustment on your current base rate of **\$2.80** per 1000 gallons was an additional \$.04 for this increase in the CPI-U. Please disregard the previous letter that I sent you because of a misprint showing your base rate at \$2.75.

In addition, the City is expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing District 5 (as well as the other wholesale water customers) its proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2013 (297,286,318 gallons) by the total amount of water produced by the City in 2013 (1,568,683,000 gallons) and multiplying this percentage (18.95%) by the \$324,751 cost. This amounts to \$61,541.39 for all the wholesale water customers' proportional share of the cost. The \$61,541.39 was then divided by the 2013 wholesale water usage in 1000 gallons (297,286) to determine the cost per 1000 gallons of \$0.21 for the wholesale water customers' proportional share of the water storage tank rehabilitation cost.

The rate for 2014 for District No. 16 is therefore **\$2.80** + \$.04 + \$.21 = **\$3.05** per 1000 gallons.

I've included documentation of the U.S. Department of Labor news release on the 2013 CPI-U for your use.

Please return both copies of the executed Contract Addendum for the Mayor to sign prior to March 25, 2014. We will return one signed copy for your records

If you have comments, questions or concerns please call my office at (918) 423-9300 Ext. 4992.

Regards,



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

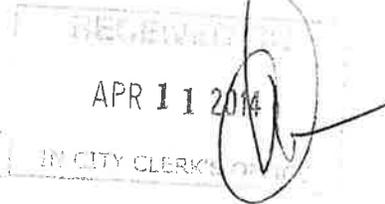
ADDENDUM NO. 6

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 16, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2014 to and including December 31, 2014.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.05 per 1,000 gallons.

3. Other Amendments:



In all other respects, the provisions of the water purchase contract between the City and the District dated January 1, 2008, which are unaffected by the above stated amendments shall remain in full force and effect during such extended contract period.

Agreed and signed as of this _____ day of _____ 2014, regardless of the actual date of signing.

(SEAL)

Attest:

City Clerk

City of McAlester, Oklahoma
by: _____
Mayor

(SEAL)

Attest:

Board Secretary

Pittsburg County RWD No. 16
by: Jennifer Kelly
Chairman

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #16
P.O. Box 307
McAlester, OK 74502

Prior Year 2013

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

Enclosed are two (2) copies of an Addendum to the Wholesale Water Purchase Contract with the City of McAlester which will renew your contract for one year (January 1, 2013 through December 31, 2013). The Consumer Price Index (CPI-U) for 2012 was an increase of 1.7 percent. The adjustment on your current base rate of \$2.75 per 1000 gallons was an additional \$.05 for this increase in the CPI-U.

In addition, the City is currently required by the Oklahoma Department of Environmental Quality (ODEQ) to expend \$961,349 in 2012 and 2013 for clarifier residuals pump station, sludge dewatering boxes, rehabilitation of existing lagoons, engineering and inspection. This cost was divided into the two years to help lessen the impact on your rates. Last year the half cost amount was estimated at an amount of \$437,700. This leaves an amount of \$524,349 (\$961,349 - \$437,700) remaining cost for this work. In addition, we are expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing District 16 (as well as the other wholesale water customers) its proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2012 (323,072,018 gallons) by the total amount of water produced by the City in 2012 (1,654,371,000 gallons) and multiplying this percentage (19.53%) by the \$849,100 cost (\$524,349 + \$324,751). This amounts to \$165,829.23 for all the wholesale water customers' proportional share of the cost. The \$165,829.23 was then divided by the 2012 wholesale water usage in 1000 gallons (323,072) to determine the cost per 1000 gallons of \$0.51 for the wholesale water customers proportional share of the ODEQ required improvement costs.

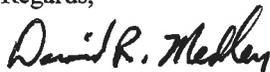
The rate for 2013 for District No. 16 is therefore $\$2.75 + \$0.05 + \$0.51 = \3.31 per 1000 gallons.

I've included documentation of the U.S. Department of Labor news release on the 2012 CPI-U for your use.

Please return one copy of the executed Contract Addendum and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4995 if you have any questions or if I can be of further assistance.

Regards,

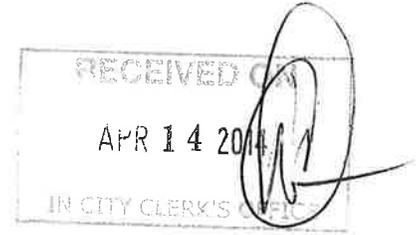


David R. Medley, P.E.
Utilities Director



Oklahoma Municipal Assurance Group

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



TO: Members of the Oklahoma Municipal Assurance Group
FROM: Stephen Reel, Interim Chief Executive Officer
DATE: April 9, 2014
SUBJECT: Election of Three Trustees

Herein is the **OFFICIAL BALLOT** for the governing body of your municipality to use in electing three (3) members to the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2014.

Trustees whose terms expire on June 30, 2014 are:

Mr. Earl Burson, City Manager of Harrah
Ms. Janice Cain, Deputy City Treasurer of Duncan
Ms. Pam Polk, City Manager of Collinsville

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be:

- (1) **Signed by the Mayor;**
- (2) **Attested by the City Clerk; and**
- (3) **Received by OMAG no later than May 31, 2014, by:**
 - (a) **sending a facsimile of the ballot to OMAG at (405) 657-1401;**
 - (b) **sending the ballot to Karen Jones at kjones@omag.org; or**
 - (c) **sending OMAG the ballot by certified mail.**

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2014 Election of Three Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR THREE (3) NOMINEES.

____ **EARL BURSON, City Manager, City of Harrah.** Earl Burson has been in city management since 1990. He is presently City Manager of Harrah, Oklahoma. He's a graduate of Oral Roberts University. He's the Chairman of the Managers in Transition Committee through OCMA and credentialed through ICMA. He has served on the OMAG Board since 2009. **(The City of Harrah participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

____ **JANICE CAIN, Deputy City Treasurer, City of Duncan.** 30+ years local government experience; 23+ in City Manager position; current OMAG Trustee; representing cities' interests by participating on boards: Oklahoma Municipal Power Authority; City Management Association of Oklahoma; Municipal Electrical Systems of Oklahoma; recognized by American Public Power Association for accomplishments in 7 areas of local government management/leadership. **(The City of Duncan participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **JOHN NOBLITT, City Manager, City of Lindsay.** Mr. Noblitt has over 20 years of experience leading, managing, and participating in comprehensive planning and policy programs in both the public and private sectors. As well as being a certified public manager, he is also a certified floodplain manager, and six sigma master black belt. **(The City of Lindsay participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

____ **PAM POLK, City Manager, City of Collinsville.** Pam became City Manager of Collinsville in July 2005. She has a Bachelor's in Business Administration and an MBA. Pam is the first, and only, female city manager in Oklahoma to be credentialed through the International City/County Management Association based in Washington, D.C. She currently serves on the OMAG Board. **(The City of Collinsville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **MARK WHINNERY, City Manager, City of Drumright.** Mark Whinnery became the City Manager in Drumright, Oklahoma in October 2012 after serving 25 years in the Air Force where he retired as a Colonel. His last military assignment was the Mission Support Group Commander at Scott Air Force Base, Illinois. Mark has a Master's Degree in Human Resources. **(The City of Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

Ballot cast for the governing body of the municipality of _____

Signed: _____
Mayor

Attested: _____ Date: _____, 2014
Clerk

**PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT
WILL INVALIDATE THE BALLOT!**

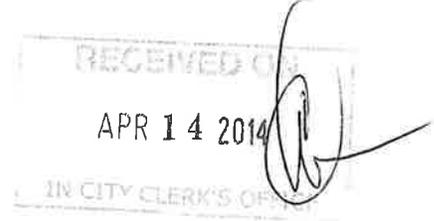
**Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S.
Boulevard, Edmond, OK 73013 no later than *May 31, 2014*, by:**

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;**
- (2) sending the ballot to Karen Jones at kjones@omag.org; or**
- (3) sending OMAG the ballot by certified mail.**



City of Harrah

PO Box 636 * 19625 NE 23rd St. * Harrah, OK 73045 * 405-454-2951 * fax 405-454-2130



April 12, 2014

City of McAlester
Attn: City Clerk
P. O. Box 578
McAlester, Okla. 74502

Re: Earl Burson, Candidate for the OMAG Board of Trustees

Dear Mayor, Vice-Mayor, Council Members, City Manager and City Clerk:

My name is Earl Burson and I would like to ask in advance for your vote to continue to serve as a member of the OMAG Board of Trustees. I have had the privilege of serving on this Board since 2009. It has been my honor to work with the other members of the Board, as well as the outstanding staff of OMAG.

During my 26 years as a City Manager I have learned the importance of the many services provided to municipalities by OMAG. In my opinion OMAG goes above and beyond in order to assure that the needs of the member cities are met. Through my career I have always strived to do the best for the cities I serve, and have done so as a member of the Board of Trustees for OMAG.

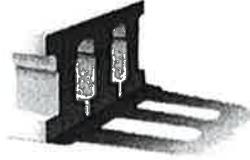
Once again I would appreciate your vote of support to continue as a member of the Board of Trustees as we continue our efforts to maintain and expand the many services provided by the Oklahoma Municipal Assurance Group.

Respectfully,

A handwritten signature in cursive script that reads "Earl D. Burson".

Earl D. Burson, City Manager
City of Harrah
earl.burson@cityofharrah.com

EDB:smm



MEHLBURGER BRAWLEY

City of McAlester / McAlester Public Works Authority

As you know on February 1, 2013, Mehlburger Brawley, Inc. sold certain assets to Infrastructure Solutions Group, LLC dba Mehlburger Brawley (Federal ID Number 46-1873680).

Per our agreements we are requesting written consent to assign these contracts to the new entity effective February 1, 2013.

Respectfully,

A handwritten signature in black ink, appearing to read "Dale Burke", written over a horizontal line.

Dale Burke, President
Infrastructure Solutions Group, LLC

Projects
MC-11-02
MC-11-03
MC-11-05
MC-12-01

Authorized Signature
Steve Harrison, Mayor / Chairman

Cora Middleton

From: John Modzelewski
Sent: Wednesday, April 16, 2014 2:29 PM
To: Cora Middleton
Subject: FW: McAlester Assignment of Contract
Attachments: McAlester Assignment of Contract.pdf

This is the email explaining the "assignment of contract"

John C. Modzelewski, P.E., CFM
City Engineer/Public Works Director
City of McAlester
918-423-9300

From: Robert Vaughan [mailto:RVaughan@MB-Eng.Com]
Sent: Wednesday, April 16, 2014 12:22 PM
To: Peter Stasiak
Cc: John Modzelewski; Melissa Jones
Subject: McAlester Assignment of Contract

Pete,

As you may recall, we changed Company names last year. We are the same personnel, just the previous President, Roger Ford, was bought out and Dale Burke became the President. Our accountants recently brought it to our attention that technically we need to get written assignment of contract for the contracts that were active at that time. At that time the active contracts were:

MC-11-02 Water Plant Residuals Handling improvements;
MC-11-03 2010 CDBG Water Improvements
MC-11-05 Taylor Industrial 8-inch water Line
MC-12-01 14th Street Sewer Extension

All of these projects have been completed.

Can you print this out and have the mayor sign it for us. Please mail to my office. Let me know if you have any questions.

Thank You,
Robert Vaughan, P.E., McAlester Branch Manager

Infrastructure Solutions Group, LLC
Mehlburger Brawley Consulting Engineers
Civil - Environmental - Transportation - Construction Management
Little Rock - McAlester - Oklahoma City - Tulsa
719 S. George Nigh Expressway, McAlester, OK 74501
(918) 420-5500 Office (918) 420-5501 Fax
rvaughan@mb-eng.com www.mehlburgerbrawley.com

04/16/2014



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 1
Department: Administration
Prepared By: Peter J. Stasiak, CM Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 1

Subject

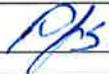
Discussion, consideration and action to direct staff to authorize Financial Advisor (Municipal Finance Services, Inc.) to prepare and provide loan bid package to interested financial institution(s) with bids to be received by May 13th and provide result of bid(s) to Authority along with approval of proposed debt by Authority/City at regular meeting later that day for approval.

Recommendation

Motion to approve staff to prepare and provide loan bid package to financial institutions.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	4/14/2014

The McAlester Public Works Authority
Utility System and Sales Tax Revenue Note, Series 2014
\$4,900,000 - Various Street Projects

Payment Date	Principal Payment	Interest Rate	Interest Payment	Total Payment	Annual Payment	Note Outstanding
5/15/2014						4,910,000.00
8/1/2014	95,000.00	3.53%	36,590.41	131,590.41		4,815,000.00
2/1/2015	95,000.00	3.53%	84,984.75	179,984.75	311,575.16	4,720,000.00
8/1/2015	95,000.00	3.53%	83,308.00	178,308.00		4,625,000.00
2/1/2016	95,000.00	3.53%	81,631.25	176,631.25	354,939.25	4,530,000.00
8/1/2016	95,000.00	3.53%	79,954.50	174,954.50		4,435,000.00
2/1/2017	95,000.00	3.53%	78,277.75	173,277.75	348,232.25	4,340,000.00
8/1/2017	95,000.00	3.53%	76,601.00	171,601.00		4,245,000.00
2/1/2018	95,000.00	3.53%	74,924.25	169,924.25	341,525.25	4,150,000.00
8/1/2018	95,000.00	3.53%	73,247.50	168,247.50		4,055,000.00
2/1/2019	95,000.00	3.53%	71,570.75	166,570.75	334,818.25	3,960,000.00
8/1/2019	95,000.00	3.53%	69,894.00	164,894.00		3,865,000.00
2/1/2020	95,000.00	3.53%	68,217.25	163,217.25	328,111.25	3,770,000.00
8/1/2020	95,000.00	3.53%	66,540.50	161,540.50		3,675,000.00
2/1/2021	95,000.00	3.53%	64,863.75	159,863.75	321,404.25	3,580,000.00
8/1/2021	95,000.00	3.53%	63,187.00	158,187.00		3,485,000.00
2/1/2022	95,000.00	3.53%	61,510.25	156,510.25	314,697.25	3,390,000.00
8/1/2022	125,000.00	3.53%	59,833.50	184,833.50		3,265,000.00
2/1/2023	125,000.00	3.53%	57,627.25	182,627.25	367,460.75	3,140,000.00
8/1/2023	130,000.00	3.53%	55,421.00	185,421.00		3,010,000.00
2/1/2024	135,000.00	3.53%	53,126.50	188,126.50	373,547.50	2,875,000.00
8/1/2024	140,000.00	3.53%	50,743.75	190,743.75		2,735,000.00
2/1/2025	140,000.00	3.53%	48,272.75	188,272.75	379,016.50	2,595,000.00
8/1/2025	140,000.00	3.53%	45,801.75	185,801.75		2,455,000.00
2/1/2026	140,000.00	3.53%	43,330.75	183,330.75	369,132.50	2,315,000.00
8/1/2026	140,000.00	3.53%	40,859.75	180,859.75		2,175,000.00
2/1/2027	435,000.00	3.53%	38,388.75	473,388.75	654,248.50	1,740,000.00
8/1/2027	435,000.00	3.53%	30,711.00	465,711.00		1,305,000.00
2/1/2028	435,000.00	3.53%	23,033.25	458,033.25	923,744.25	870,000.00
8/1/2028	435,000.00	3.53%	15,355.50	450,355.50		435,000.00
2/1/2029	435,000.00	3.53%	7,677.75	442,677.75	893,033.25	-
Total	4,910,000.00		1,705,486.16	6,615,486.16	6,615,486.16	
			Less Application of Reserve Fund		(491,000.00)	
			Net Debt Requirements		6,124,486.16	
			Maximum Annual Debt Service		923,744.25	
			Average Annual Debt Service		441,032.41	

Source:	
Bond Principal Amount	4,910,000.00
Use:	
Project Fund (Streets, etc.)	4,333,397.50
Debt Service Reserve Fund	491,000.00
Bond Counsel (1/2 of 1% of Par Amount)	24,550.00
Special Tax Counsel (35% of Bond Counsel Fee)	8,592.50
Bank Counsel	4,000.00
Local Counsel	10,000.00
Financial Advisor (1/2 of 1% of Par Amount)	24,550.00
Mortgage Tax	4,910.00
Trustee Acceptance Fee	3,000.00
Other/Rounding (Expenses, etc.)	6,000.00
Total	4,910,000.00

The McAlester Public Works Authority

Summary of Existing and Proposed Debt Payments vs. 1% Sales Tax Cash Flow

Annual Sales Tax Collection Growth Estimate -

Next 5 Years

1.75%

Thereafter

1.00%

Year (thru February 1)	2002 Bonds	1999A Bonds	2012 Note Refund of 1999A Bonds (Taxable)**	2013 Street Note New Money Issue (Tax-Exempt)***	2014 Street Note New Money Issue (Tax-Exempt)****	Over/(Under) Trsf to Trustee)		Trustee Fees)		Total	Actual/ Estimated 1% Sales Tax	Difference	Interest Revenues	Excess (Deficit) Revenue Collections	Cumulative Excess Sales Tax Collections
						Other	Other	Other	Other						
2/1/2012 Balance															
															\$ 3,426,935.72
															-3,250,000.00
2013	1,114,780.00	2,078,065.39	175,984.67			7,167.46	13,686.19	17,991.94	3,389,703.71	4,060,014.05	670,310.34	25,805.60	696,115.94	863,051.66	
2014	1,125,860.00		2,272,075.00	374,392.20					3,790,319.14	3,763,901.17	-26,417.97	18,558.03	-7,859.94	855,191.72	
2015	1,130,180.00		2,297,105.00	664,286.00	311,575.16				4,403,146.16	4,060,014.05	-343,132.11		-343,132.11	512,059.61	
2016	1,132,905.00		2,324,285.00	651,578.00	354,939.25				4,463,707.25	4,131,064.30	-332,642.95		-332,642.95	179,416.66	
2017	1,143,985.00		2,348,425.00	653,870.00	348,232.25				4,494,512.25	4,203,357.92	-291,154.33		-291,154.33	-111,737.67	
2018	1,153,177.50		2,369,525.00	645,456.00	341,525.25				4,509,683.75	4,276,916.68	-232,767.07		-232,767.07	-344,504.74	
2019	1,160,447.50		2,387,585.00	567,659.75	334,818.25				4,450,510.50	4,351,762.73	-98,747.77		-98,747.77	-443,252.51	
2020	1,165,447.50		2,412,510.00	497,069.75	328,111.25				4,403,138.50	4,395,280.35	-7,858.15		-7,858.15	-451,110.66	
2021	1,178,107.50		2,439,015.00	497,980.00	321,404.25				4,436,506.75	4,439,233.16	2,726.41		2,726.41	-448,384.25	
2022	1,182,505.00		2,466,815.00	508,449.00	314,697.25				4,472,466.25	4,483,625.49	11,159.24		11,159.24	-437,225.01	
2023	1,194,882.50		2,485,815.00	513,212.00	367,460.75				4,561,370.25	4,528,461.74	-32,908.51		-32,908.51	-470,133.52	
2024	1,204,735.00		2,511,300.00	517,533.75	373,547.50				4,607,116.25	4,573,746.36	-33,369.89		-33,369.89	-503,503.41	
2025	1,212,062.50		2,537,605.00	526,237.75	379,016.50				4,654,921.75	4,619,483.82	-35,437.93		-35,437.93	-538,941.33	
2026	1,221,865.00		2,564,635.00	529,235.75	369,132.50				4,684,868.25	4,665,678.66	-19,189.59		-19,189.59	-558,130.92	
2027	1,228,890.00			2,553,789.50	654,248.50				4,436,928.00	4,712,335.45	275,407.45		275,407.45	-282,723.47	
2028	1,237,635.00		0.00	1,584,804.75	923,744.25				3,746,184.00	4,759,458.80	1,013,274.80		1,013,274.80	730,551.34	
2029	1,243,320.00				402,033.25				1,645,353.25	4,807,053.39	3,161,700.14		3,161,700.14	3,892,251.48	
2030	1,255,945.00								1,255,945.00	4,855,123.93	3,599,178.93		3,599,178.93	7,491,430.41	
2031	3,930,000.00								3,930,000.00	4,903,675.17	973,675.17		973,675.17	8,465,105.57	
2032	3,930,000.00								3,930,000.00	4,952,711.92	1,022,711.92		1,022,711.92	9,487,817.49	
2033	3,930,000.00								3,930,000.00	0.00	-3,930,000.00		-3,930,000.00	5,557,817.49	
2034 *	5,770,000.00								5,770,000.00	0.00	-5,770,000.00		-5,770,000.00	-212,182.51	
Totals	36,846,730.00		31,592,679.67	11,285,554.20	6,124,486.16				89,966,381.01	89,542,898.14					

* Reserve Fund intended to make last payment was liquidated and a Surety Bond substituted for the cash reserve

** Reserve Fund (\$2,602,295) will make last debt service payment; therefore, payment is not shown

*** Reserve Fund (\$889,000) will make a portion of last debt service payment; therefore, only part of payment is shown

**** Reserve Fund (\$491,000) will make a portion of last debt service payment; therefore, only part of payment is shown



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 2
Department: City Manager
Prepared By: Peter J. Stasiak Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, a Resolution to adopt the Capital Improvement Program 2014/2015-2018/2019.

Recommendation

Motion to approve the Resolution adopting the Capital Improvement Program for 2014/2015-2018/2019.

Discussion

As stated by the City Charter Section 5.12 (b) City Council Action on Capital Program, which states "The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect."

- 1) Resolution.
- 2) Proof of Publication.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u></u>	<u>04/14/14</u>

RESOLUTION NO. _____

Capital Improvement Plan 2014/2015 – 2018/2019

WHEREAS, a five-year Capital Improvement Plan has been prepared that takes into consideration the implementation of policies and programs previously established by the City Council, the urgent need and necessity for certain projects, the appropriate sequence of construction of projects in relationship to other projects, and the capital expenditures necessary to carry on a balanced program; and

WHEREAS, the five-year Capital Improvement Plan allows the City to construct improvements in accordance with predetermined priorities that help stabilize tax rates while revealing the source and extent of funds needed in future years; and

WHEREAS, the City Council intends to annually adopt a five-year Capital Improvement Plan after reviewing, amending and extending the plan an additional year; and

WHEREAS, the scheduling of capital improvement projects allows the public to become aware of long-range municipal needs and provides a mechanism for coordination of project both with one another and with the City's long-range comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester, Oklahoma, hereby approves the Capital Improvement Plan 2014/2015-2018/2019

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 22th day of April, 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

PUBLIC WORKS (Engineering, Streets, Facility Maintenance, Fleet Maintenance, Landfill, Solid Waste, Airport)

PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	TOTAL
BUILDINGS	Public Works	Public Works Facility (Additions & storage facilities)	P#5	390,000 CIP	100,000 CIP	120,000 CIP	135,000 CIP	150,000 CIP	895,000
BUILDINGS	Public Works	Public Works Facility (Tank & Pump for liquid MgC)		10,000 CIP					10,000
BUILDINGS	Public Works	Public Works Facility (Drive on lift for 10-wheel trucks)			100,000 CIP				100,000
BUILDINGS	Public Works	FAA Bldg. Roof (Airport)			150,000 CIP				150,000
BUILDINGS Total				400,000	350,000	120,000	135,000	150,000	1,155,000
MISCELLANEOUS	Public Works	Construct New Cell at Landfill		16,000 CIP	1,800,000 CIP				1,800,000
MISCELLANEOUS	Public Works	Pre-Warning Lighting Detection System		16,000	17,000 CIP	19,000 CIP			52,000
MISCELLANEOUS Total				32,000	1,817,000	19,000			1,852,000
ENGINEERING	Public Works	Traffic Signal Upgrade Program (includes video detection)			30,000 CIP	100,000 CIP	224,000 CIP	244,000 CIP	468,000
ENGINEERING	Public Works	GIS needs assessment and implementation				190,000	100,000 CIP	100,000 CIP	330,000
ENGINEERING	Public Works	Traffic Signal upgrades on Choctaw at Third							190,000
ENGINEERING	Public Works	Traffic Signal (Strong/Monroe Intersection)			195,000 CIP				195,000
ENGINEERING Total					225,000	290,000	324,000	344,000	1,183,000
VEHICLES/EQUIPMENT	Public Works	Integrated Tool Carrier (Front End Loader for Landfill)			35,000 CIP				35,000
VEHICLES/EQUIPMENT	Public Works	Utility Truck 4x4 (Streets Traffic)							70,000
VEHICLES/EQUIPMENT	Public Works	Utility Truck 4x4 (Facility Maintenance)					35,000 CIP		35,000
VEHICLES/EQUIPMENT	Public Works	Jet Plotter - for computer drawings		9,300 CIP					9,300
VEHICLES/EQUIPMENT	Public Works	Upgrade GPS Equipment and Software			24,000 CIP				24,000
VEHICLES/EQUIPMENT	Public Works	Street Sweeper (Streets)			275,000 CIP				275,000
VEHICLES/EQUIPMENT	Public Works	Integrated Tool Carrier (Front End Loader for Streets)	P #1	264,000 CIP					264,000
VEHICLES/EQUIPMENT	Public Works	Tractor and brush hog (Solid Waste/Landfill)							30,000
VEHICLES/EQUIPMENT	Public Works	3/4 ton Utility Truck 4x4 with snow & ice (Fleet Maintenance)	P #4	43,000 CIP				30,000 CIP	43,000
VEHICLES/EQUIPMENT	Public Works	Roll-Off Truck (Solid Waste)				155,000 CIP			155,000
VEHICLES/EQUIPMENT	Public Works	Utility Truck/plow and salt spreader (Streets)						46,000 CIP	46,000
VEHICLES/EQUIPMENT	Public Works	Pickup Truck (Streets)				42,000 CIP			42,000
VEHICLES/EQUIPMENT	Public Works	Scales (Solid Waste/Landfill) if landfill cell is not built in FY12/13				85,000 CIP			85,000
VEHICLES/EQUIPMENT	Public Works	Message Board with Trailer (Streets/Traffic)			15,000 CIP				15,000
VEHICLES/EQUIPMENT	Public Works	Dump Truck (Streets)	P #2	175,000 CIP		175,000 CIP			350,000
VEHICLES/EQUIPMENT	Public Works	Pickup Truck 3/4 ton 2wd (Fleet Maintenance)			38,000				38,000
VEHICLES/EQUIPMENT	Public Works	Brush Chipper (Solid Waste/Landfill)					500,000 CIP		500,000
VEHICLES/EQUIPMENT	Public Works	Pickup Truck (Engineering)						36,000 CIP	36,000
VEHICLES/EQUIPMENT	Public Works	Truck Mounted Asphalt Oil Distributor (1,000 gal)							240,000
VEHICLES/EQUIPMENT	Public Works	Ten-wheel Dump Truck					190,000 CIP		190,000
VEHICLES/EQUIPMENT	Public Works	Mini-excavator	P #3	93,000 CIP					93,000
VEHICLES/EQUIPMENT	Public Works	Snow & Ice Package (salt spreader and snow plow)		584,300	8,800 CIP	9,600 CIP			18,400
VEHICLES/EQUIPMENT Total				1,000,300	3,027,800	1,220,600	725,000	112,000	2,845,700
Grand Total									7,038,700

P = PRIORITY

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

PUBLIC WORKS (Utility Maintenance, Water Treatment Plant, Waste Water Treatment Plant)										
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	TOTAL	
VEHICLES/EQUIPMENT	Utility Maintenance	Dump Truck (Utility Maintenance)		175,000 CIP	175,000 CIP	125,000 CIP	125,000 CIP	125,000 CIP	175,000	
VEHICLES/EQUIPMENT	Utility Maintenance	Water Meter Replacement Program		125,000 CIP	625,000					
VEHICLES/EQUIPMENT	Utility Maintenance	Automated Meter Attachment Program		125,000 CIP	625,000					
VEHICLES/EQUIPMENT	Utility Maintenance	Six inch water pump/generator w/trailer and telescoping lights		50,000 CIP	50,000 CIP				50,000	
VEHICLES/EQUIPMENT	Utility Maintenance	Pickup Truck (Utility Maintenance) 1/2 Ton		33,000 CIP	29,000 CIP	26,000 CIP			26,000	
VEHICLES/EQUIPMENT	Utility Maintenance	Pickup Truck (Wastewater Treatment) Half-ton			29,000 CIP				29,000	
VEHICLES/EQUIPMENT	Utility Maintenance	Pickup Truck (WW Treatment) 1 ton w/tool box			454,000 CIP	276,000 CIP	250,000 CIP	175,000 CIP	1,738,000	
VEHICLES/EQUIPMENT	Utility Maintenance	Dump Truck (Wastewater Treatment)		333,000 CIP	650,000 CIP	805,000 CIP		425,000 CIP	1,738,000	
VEHICLES/EQUIPMENT Total				333,000	454,000	276,000	250,000	175,000	1,738,000	
WASTEWATER	Wastewater	Grit Removal Unit for East Treatment Plant								
WASTEWATER	Wastewater	Addition of Clarifier at East Wastewater Treatment Plant								
WASTEWATER	Wastewater	Rehabilitation of Two Clarifiers @ West Treatment Plant		984,500 CIP	984,500 CIP	805,000 CIP			805,000	
WASTEWATER	Wastewater	Grit Removal Unit for West Treatment Plant				715,000 CIP			715,000	
WASTEWATER Total				984,500	984,500	715,000	805,000	715,000	3,154,500	
WATER	Water Treatment	THM Compliance - CONSENT ORDER	P #2	120,000 CIP	100,000 CIP	120,000 CIP			220,000	
WATER	Water Treatment	CDBG Infrastructure Replacement		75,000 CIP	375,000					
WATER	Water Treatment	Lake McAlester Intake Pump Header Replacement		100,000 CIP	100,000 CIP				100,000	
WATER	Water Treatment	Raw Water Main Valves (Between Lake McAlester & WTP)		50,000 CIP	50,000 CIP				50,000	
WATER	Water Treatment	Water Distribution Improvements - 12" main on Main Street					600,000 CIP	700,000 CIP	1,300,000	
WATER	Water Treatment	Water Line Extension (W. Hereford Lane - 7th Street to Hwy. 69)				750,000 ED			750,000	
WATER	Water Treatment	WTP Chlorine Gas Feed Equipment Replacement	P #4	100,000 CIP					100,000	
WATER	Water Treatment	WTP Chlorine Gas Building (hazardous, chlorine by admin.)	P #3	75,000 CIP					75,000	
WATER	Water Treatment	WTP Chemical Spill Containment	P #5	50,000 CIP					50,000	
WATER	Water Treatment	Lake McAlester Pump Station Variable Speed Drives					200,000 CIP		200,000	
WATER	Water Treatment	Relocation of 20" water line at Taiawanda #2	P #1	550,000 CIP					550,000	
WATER	Water Treatment	Tallawanda Lake Intake Improvements		300,000 CIP					300,000	
WATER Total				1,420,000	175,000	825,000	875,000	775,000	4,070,000	
Grand Total				1,753,000	2,263,500	2,621,000	1,125,000	1,200,000	8,962,500	
			P = PRIORITY							

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

COMMUNITY SERVICES (Community Center, Land Maintenance, Nutrition, Expo, Recreation, Cemetery)										
Project Type	Department	Project Name or Item	Notes	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	TOTAL	
BUILDINGS	Community Services	Replace Stage (EXPO)				22,000	EX		22,000	
BUILDINGS	Community Services	Replace Walkin Doors (EXPO)		25,000	EX				25,000	
BUILDINGS	Community Services	Replace (partial) Upstairs Carpet (EXPO)		25,000	EX				25,000	
BUILDINGS	Community Services	Electrical Breaker Upgrade - EXPO Hall	PH2	21,000	EX				21,000	
BUILDINGS	Community Services	New Ceiling in Cafeteria (Nutrition)		13,000	CIP				13,000	
BUILDINGS	Community Services	New Storage Bldg (Oak Hill)			60,000	CIP			60,000	
BUILDING TOTAL:				84,000	20,000	22,000	0	0	166,000	
				20,000	20,000	20,000	20,000	20,000	100,000	TF
				20,000	20,000	20,000	20,000	20,000	100,000	TF
MISCELLANEOUS TOTAL:					145,000	CIP			145,000	
PARKS/RELATED PROJ.	Community Services	Drainage Improv. (Softball Complex)				50,000	CIP		50,000	
PARKS/RELATED PROJ.	Community Services	Replace Playground Equip. (Connelly)				50,000	CIP		50,000	
PARKS/RELATED PROJ.	Community Services	New Bathroom (Hutchison)	PH5	25,000	CIP				25,000	
PARKS/RELATED PROJ.	Community Services	SkatePark Update (Connelly)		25,000	CIP				50,000	
PARKS/RELATED PROJ. TOTAL:				25,000	195,000	50,000	0	0	270,000	
STREET/OTHER						182,000	EX		182,000	
STREET/OTHER TOTAL:				0	0	182,000	EX	0	182,000	
VEHICLES/EQUIPMENT	Community Services	Replacement Tables/Chairs (EXPO)		10,000	EX			10,000	EX	
VEHICLES/EQUIPMENT	Community Services	Floor Scrubber (EXPO)		9,000	EX				EX	
VEHICLES/EQUIPMENT	Community Services	Pickup (EXPO)				19,000	EX		19,000	
VEHICLES/EQUIPMENT	Community Services	Replacement Tables/Chairs (Nutrition)		7,500	NF				15,000	
VEHICLES/EQUIPMENT	Community Services	Van - (Nutrition)-(Grant Match for Sr. Citizens)		9,000	NF				9,000	
VEHICLES/EQUIPMENT	Community Services	Half ton Pickup (Cemetery)	PH3	22,000	CM				22,000	
VEHICLES/EQUIPMENT	Community Services	Mower (Cemetery)		18,150	CM				36,300	
VEHICLES/EQUIPMENT	Community Services	Chipper (Land Maint.)	PH1	52,000	CIP				52,000	
VEHICLES/EQUIPMENT	Community Services	Packer Truck (Land Maint.)				75,000	CIP		75,000	
VEHICLES/EQUIPMENT	Community Services	Stump Cutter			30,000	CIP			30,000	
VEHICLES/EQUIPMENT	Community Services	ZeroTurn Riding Mower			9,500	CIP			9,500	
VEHICLES/EQUIPMENT	Community Services	Mowing Tractor for Brush Hog (Land Maint.)			45,000	CIP			45,000	
VEHICLES/EQUIPMENT	Community Services	Flail Mower-Tractor Pulled (Land Maint.)			10,735	CIP			10,735	
VEHICLES/EQUIPMENT	Community Services	Landscape Loader (Land Maint.)				50,000	CIP		50,000	
VEHICLES/EQUIPMENT TOTAL:				118,650	139,885	104,000	80,000	10,000	432,535	
GRAND TOTAL:				247,650	414,885	378,000	80,000	30,000	1,150,535	
			P = PRIORITY							

CITY OF MCALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

FIRE DEPARTMENT										
Project Type	Department	Project Name or Item	Notes	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	TOTAL	
VEHICLES/EQUIPMENT	Fire	EKG Monitors		25,000 CT					25,000	
VEHICLES/EQUIPMENT	Fire	Replacement Ambulance for outdated equipment	P#4	140,000 CIP					140,000	
VEHICLES/EQUIPMENT	Fire	Bunker Gear Replacement	P#1				9,000 CT	9,000 CT	18,000	
VEHICLES/EQUIPMENT	Fire	Class A Pumper - Engine 3 (Replacement)	P#2	500,000 CIP					525,000 CIP	
VEHICLES/EQUIPMENT	Fire	Pickup (Assistant Chief & Fire Marshall)				50,000 CIP			50,000	
VEHICLES/EQUIPMENT	Fire	4x4 3/4 ton Pickup to tow Training Trailer	P#3	45,000 CIP			35,000 CIP		85,000	
VEHICLES/EQUIPMENT	Fire	SCBA Packs		30,000 CIP	30,000 CIP				150,000	
VEHICLES/EQUIPMENT	Fire	Southside Station Remodel	P#5	50,000 CIP				30,000 CIP	150,000	
VEHICLES/EQUIPMENT	Fire	3/4 ton 4x4 Pickup to replacement of aged unit			45,000 CIP				50,000	
VEHICLES/EQUIPMENT	Fire	Computer Aided Dispatch (4)		30,000 CIP					45,000	
VEHICLES/EQUIPMENT	Fire	Cascade Compressor (SCBA Bottle Refills)		12,000 CT					30,000	
VEHICLES/EQUIPMENT Total				832,000	75,000	80,000	74,000	564,000	1,625,000	
Grand Total			P = PRIORITY	832,000	75,000	80,000	74,000	564,000	1,625,000	

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

POLICE DEPARTMENT										
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	TOTAL	
BUILDINGS	Police	Reserve Center Remodel	P#3	225,000	CIP				225,000	
MISCELLANEOUS	Police/Court Clerk	Automated Ticket Writing (additional 12)	P#4	46,200	IT				92,400	
VEHICLES/EQUIPMENT	Police	Police Vehicles and Equipment (6/year)	P#1	249,000	CIP	252,000	255,000	255,000	1,263,000	CIP
VEHICLES/EQUIPMENT	Police	CAD System				130,000	IT		130,000	
VEHICLES/EQUIPMENT	Police	Toughbooks (43 @ 5,000)				215,000	IT		215,000	
VEHICLES/EQUIPMENT	Police	Animal Control Truck				26,000	CIP		26,000	
VEHICLES/EQUIPMENT	Police	Bullet Proof Vests				7,500	CIP		7,500	
VEHICLES/EQUIPMENT	Police	Service Weapons (45)	P#2	22,500	CIP				22,500	
VEHICLES/EQUIPMENT Total				542,700		630,500	255,000	255,000	2,000,900	
Grand Total			P = PRIORITY	542,700	317,700	630,500	255,000	255,000	2,000,900	2,000,900

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

Community & Economic Development (Planning, Economic Development)											
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	TOTAL		
COMM PLANNING/RELAT	Community & Econ Dev	Trails Grant/Project		260,000			260,000		520,000		
VEHICLES/EQUIPMENT	Community & Econ Dev	Vehicle Replacement Electrical & Plumbing Inspector	P#1	22,100					22,100		
VEHICLES/EQUIPMENT	Community & Econ Dev	Vehicle Replacement Building Inspector	P#2		23,200	CIP			23,200		
VEHICLES/EQUIPMENT	Community & Econ Dev	Vehicle Replacement Eco Dev Manager	P#3			25,200	CIP		25,200		
VEHICLES/EQUIPMENT Total				282,100	23,200	25,200	260,000		590,500		
Grand Total				282,100	23,200	25,200	260,000		590,500		
			P = PRIORITY								

CITY OF MCALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

ADMINISTRATION/FINANCE (City Clerk, Tourism, Safety, Information Technology, Court, Utility Billing, Payroll, Accounts Payable, Human Resources)										
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	TOTAL	
MISCELLANEOUS	City Clerk	Laser fiche Software with scanner		28,700					28,700	
VEHICLES/EQUIPMENT	Finance/IT	Replace, upgrade work stations and office software		20,000	20,000	20,000	20,000	20,000	100,000	CIP
VEHICLES/EQUIPMENT	Finance	Pickup Trucks (Meter Readers)	PH4	18,000			18,000		36,000	CIP
VEHICLES/EQUIPMENT	Finance	Meter Reading Equipment (Handhelds) update	PH3	16,000					16,000	CIP
VEHICLES/EQUIPMENT	Finance/IT	Servers - virtualization, security, software, and backups updated	PH2	90,000					90,000	IT
VEHICLES/EQUIPMENT	IT	Recording Equipment - Channel 21		15,000					15,000	IT
VEHICLES/EQUIPMENT	Tourism	Vehicle for Tourism Manager	PH1	24,000					24,000	TF
VEHICLES/EQUIPMENT Total				183,000	20,000	20,000	38,000	20,000	281,000	
Grand Total				211,700	20,000	20,000	38,000	20,000	309,700	
			P = PRIORITY							

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

Proposed CIP Budget for CIP Street Reconstruction Program

PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2018/19	TOTAL
STREETS	Streets	Seventeenth St. from South to Comanche		750,000 RB					750,000
STREETS	Streets	A Street from Miami to Comanche		1,250,000 RB					1,250,000
STREETS	Streets	Sixth Street from 100' N. of Jefferson to Monroe Avenue		500,000 RB					500,000
STREETS	Streets	Second Street from Modoc To Comanche			2,300,000 RB				2,300,000
STREETS	Streets	Sixth Street From Chadick Park to Chickasaw			950,000 RB				950,000
STREETS	Streets	South Avenue from 200'W of Strong to 180'E of Franklin			1,700,000 RB				1,700,000
STREETS	Streets	Washington Avenue from Main Street to Carl Albert Parkway				4,800,000 RB			4,800,000
VEHICLES/EQUIPMENT Total				2,500,000	4,950,000	4,800,000			12,250,000
Grand Total				2,500,000	4,950,000	4,800,000			12,250,000
			P = PRIORITY						

at 6:00 p.m. at City Hall, 28 E. Washington. The purpose of the hearing is to receive public input on the proposed Capital Improvement Program.

The 2014/2015-2018/2019 Capital Improvement Program document consists of a schedule listing capital projects together with cost estimates and the proposed method of financing them. The proposed Capital Improvement Program for 2014/2015-2018/2019 is \$21,157,835.

Input, suggestions, and testimony may be submitted in writing to the City Clerk's Office at 28 E. Washington, P.O. Box 578, McAlester, OK 74502, prior to the hearing.

The detailed Capital Improvement Program of the City of McAlester, 2014/2015-2018/2019 will be available for inspection by the public during regular hours of operation (8:00 a.m. to 5:00 p.m.) beginning March 18th at:
 City Clerk's Office -
 28 E. Washington
 City Chief Financial Officer - 28 E. Washington
 City of McAlester
 Website: cityofmcalester.com

CITY OF
 MCALESTER,
 OKLAHOMA

By: Steve Harrison,
 Mayor

Posted By:
 Cora Middleton,
 City Clerk
 Date Posted:
 3/12/2014

(Published in The
 McAlester News
 Capital on March
 18, 2014.)

**City of McAlester
 Notice of Public
 Hearing: 2014/2015-
 2018/2019 Capital
 Improvement
 Program**

The McAlester City Council will hold a public hearing on the 2014/2015-2018/2019 Capital Improvement Program. The public hearing will be held on Tuesday, April 22, 2014, during the City Council meeting that begins



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 3
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	4/14/2014
City Manager	P. Stasiak 	4/14/2014

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2467 setting forth the Budget for Fiscal Year 2013-2014 beginning July 1, 2013 and ending June 30, 2014; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2013-2014 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2013-2014 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-3, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2013-2014 Budget.

SECTION 2: All portions of the existing FY 2013-2014 Budget, Ordinance No. 2467 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2014.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2014.

William J. Ervin, City Attorney

FY 13-14 Budget Amendments listed by fund

					Revenue	Expense
005	8/27/13	01	General Fund	Budget Supplement to lapse and reappropriate Capital	-	549,238
010	11/12/13	01	General Fund	Appropriate funds for Planning & Comm Director & exp	-	50,256
017	1/28/14	01	General Fund	Appropriate Funds for MidYear Review	238,000	258,000
026	3/11/14	01	General Fund	Appropriate Funds for transfer for new ambulance	-	150,000
029	4/8/14	01	General Fund	Appropriate additional funds for Fire trucks maintenance and worker's compensation.	-	137,000
003	8/27/13	02	MPWA	Budget Supplement to lapse and reappropriate Capital	-	416,752
011	11/12/13	02	MPWA	Appropriate funds for Engineering for 20 inch Water line	-	70,000
018	1/28/14	02	MPWA	Appropriate Funds for MidYear Review	-	20,000
033	4/22/14	02	MPWA	Appropriate Funds for 30 inch Pump Header replacement bid coming in over budget.	-	55,000
013	11/26/13	14	Police Grant Fund	Appropriate funds for DOJ Drug enforcement Grant	-	20,000
015	11/26/13	24	Airport Grant	Appropriate funds for Carryover of Airport Grant	1,823,620	1,823,620
004	8/27/13	30	Economic Development	Budget Supplement to lapse and reappropriate Capital	-	165,682
007	9/10/13	30	Economic Development	Appropriate funds for Econ Dev Website and Industrial Park clearing	-	34,600
009	11/12/13	30	Economic Development	Appropriate funds for Planning & Comm Director & exp	-	19,709
024	2/25/14	30	Economic Development	Appropriate Funds for Grant Project	260,000	260,000
016	11/26/13	32	Grants & Contributions	Appropriate funds for Gifts, Grants, and Contributions	74,529	74,529
022	1/28/14	32	Grants & Contributions	Appropriate Funds for MidYear Review	1,931	1,931
025	2/25/14	32	Grants & Contributions	Appropriate Funds for Disc Golf Course and Firewise Grant	19,000	19,000
021	1/28/14	35	Fleet Maintenance	Appropriate Funds for MidYear Review	51,105	51,105
030	4/8/14	35	Fleet Maintenance	Appropriate additional funds for Fire trucks maintenance and worker's compensation.	60,000	60,000
020	1/28/14	36	Worker's Comp	Appropriate Funds for MidYear Review	239,643	239,643
031	4/8/14	36	Worker's Comp	Appropriate additional funds for Fire trucks maintenance and worker's compensation.	77,000	77,000
006	8/27/13	38	Dedicated Sales Tax	Appropriate funds for Sales Tax Revenue Note Series 2013	-	545,265
028	3/11/14	38	Dedicated Sales Tax	Appropriate Funds for 2012 & 2013 Bond Payments scheduled increase not in budget	-	60,000
001	7/23/13	41	Capital Fund	Appropriate funds for 4 Police vehicles	-	140,000
002	8/27/13	41	Capital Fund	Budget Supplement to lapse and reappropriate Capital	-	217,954
008	9/24/13	41	Capital Fund	Appropriate funds for Chadick Park Playground Equipment	-	125,000
012	11/12/13	41	Capital Fund	Appropriate funds for 3 Police Vehicles	-	105,000
014	11/26/13	41	Capital Fund	Appropriate funds for Truck, blade & salt spreader	-	40,000
019	1/28/14	41	Capital Fund	Appropriate Funds for MidYear Review	-	246,400
023	2/25/14	41	Capital Fund	Appropriate Funds for 30 inch Pump Header Replacement	-	230,000
027	3/11/14	41	Capital Fund	Appropriate Funds for new ambulance	150,000	150,000
032	4/22/14	41	Capital Fund	Appropriate Funds for 30 inch Pump Header replacement bid coming in over budget.	55,000	55,000
					3,049,828	6,467,684



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 **Item Number:** 4
Department: Public Works – W.T.P.
Prepared By: John C. Modzelewski, PE **Account Code:** _____
Date Prepared: April 15, 2014 **Budgeted Amount:** _____
Exhibits: 3

Subject

Consider, and act upon, authorizing the Mayor to sign a contract between the McAlester Public Works Authority and Garrow Construction, LLC of Sapulpa to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

Recommendation

The recommendation is to enter into an agreement with Garrow Construction, LLC for a Total Bid equal to \$284,316.00, to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

Discussion

This project includes the replacement of the 30-inch header pipe in the basement below the high service pumps at the Water Treatment Plant. This header pipe connects all of the pumps together to supply the distribution system. The internal pressure is in the range of 150 psi. This header pipe is critical to the operation of the water plant. The control valves on each of the four high service pumps have abnormally high leakage. This project will include the rehabilitation of the control valves to reduce excessive leakage. In addition to the header pipe replacement and the control valve rehabilitation, the project includes the installation of a 30-inch Mag-meter and vault. The project was advertised on March 2, 2014 and March 9, 2014. A mandatory Pre-Bid meeting was held on March 27, 2014 at the Water Treatment Plant and was attended by six companies interested in the project. Four Bid Documents were received and opened on April 2, 2014. After reviewing the Bid Documents, the City of McAlester's design engineer, Mehlburger Brawley determined that Garrow Construction, LLC was the lowest, responsible, qualified bidder.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	04/14/14
City Manager	P. Stasiak 	04/14/14



MEHLBURGER BRAWLEY

April 8, 2014

John Modzelewski, P.E., City Engineer
McAlester Public Works Authority
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: 30-Inch Water Plant Pump Header Replacement
McAlester Public Works Authority
Letter of Recommendation; Notice of Award

Dear Mr. Modzelewski:

The above referenced project was bid at 10:00 a.m., on April 2, 2014 at the McAlester City Hall. Six (6) contractors had received plans and specifications for this project and four (4) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Garrow Construction, LLC of Sapulpa, Oklahoma was the apparent low bidder with a base bid and additive alternate bid combined in the total amount of \$284,316.00.

We recommend that the City of McAlester award the contract for the base bid and additive alternate to Garrow Construction, LLC in the total amount of \$284,316.00.

Enclosed please find two (2) copies of the Notice of Award. Please review and sign both copies of the Notice of Award and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Mehlburger Brawley

Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosure

Project No. MC-13-03

NOTICE OF AWARD

TO: Garrow Construction, LLC
P.O. Box 1112
Sapulpa, OK 74067

Project Description: 30-Inch Water Plant Pump Header Replacement
McAlester Public Works Authority

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 19, 2014 & January 26, 2014 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the Base Bid and Additive Alternate in the total amount of:
Two Hundred Eighty Four Thousand Three Hundred Sixteen Thousand Dollars & 0/100 (\$284,316.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENACE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 2014.

McAlester Public Works Authority
OWNER

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Garrow Construction, LLC this ___ day of _____, 2014.

By: _____

Title: Managing Member

NOTICE OF AWARD

TO: Garrow Construction, LLC
P.O. Box 1112
Sapulpa, OK 74067

Project Description: 30-Inch Water Plant Pump Header Replacement
McAlester Public Works Authority

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 19, 2014 & January 26, 2014 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the Base Bid and Additive Alternate in the total amount of:
Two Hundred Eighty Four Thousand Three Hundred Sixteen Thousand Dollars & 0/100 (\$284,316.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENACE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 2014.

McAlester Public Works Authority
OWNER

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Garrow Construction, LLC this ____ day of _____, 2014.

By: _____

Title: Managing Member

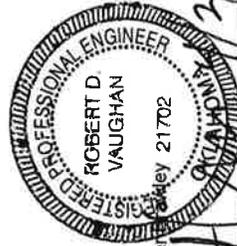
**MCALLESTER PUBLIC WORKS AUTHORITY
30-INCH WATER PLANT PUMP HEADER REPLACEMENT**

TUESDAY, APRIL 2, 2014 @ 10:00 A.M.

BID TABULATION

BASE BID											
ITEM	DESCRIPTION	QTY	UNIT	Garrow Construction, LLC P.O. Box 1112 Sapulpa, OK 74067		J.S. Haren Company P.O. Box 450 Athens, TN 37371		Northern Equipment Co., Inc. 62851 East 316 Road Grove, OK 74344		Goodwin & Goodwin, Inc. 3503 Free Ferry Rd. Fort Smith, AR 72903	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	30-Inch Steel Pump Header Replacement	1	LS	\$204,500.00	\$204,500.00	\$195,000.00	\$195,000.00	\$209,800.00	\$209,800.00	\$360,000.00	\$360,000.00
2	Rehabilitate Existing Control Valves	4	EA	\$6,504.00	\$26,016.00	\$4,500.00	\$18,000.00	\$8,425.00	\$33,700.00	\$8,000.00	\$32,000.00
TOTAL AMOUNT OF BASE BID					\$230,516.00		\$213,000.00		\$243,500.00		\$392,000.00

ADDITIVE ALTERNATE BID											
ITEM	DESCRIPTION	QTY	UNIT	Garrow Construction, LLC P.O. Box 1112 Sapulpa, OK 74067		J.S. Haren Company P.O. Box 450 Athens, TN 37371		Northern Equipment Co., Inc. 62851 East 316 Road Grove, OK 74344		Goodwin & Goodwin, Inc. 3503 Free Ferry Rd. Fort Smith, AR 72903	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1	30" Mag-Meter and Vault	1	LS	\$53,800.00	\$53,800.00	\$97,500.00	\$97,500.00	\$96,900.00	\$96,900.00	\$110,000.00	\$110,000.00
TOTAL AMOUNT OF BASE BID & ADDITIVE ALTERNATE BID					\$284,316.00		\$310,500.00		\$340,400.00		\$502,000.00



Merrill J. Vaughan
[Signature]
 2/2014

Robert Vaughan, P.E.
 Project Manager
 RV/mj - #MC-13-03



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 **Item Number:** 5
Department: Public Works / W.T. P.
Prepared By: Peter J. Stasiak **Account Code:** _____
Date Prepared: April 15, 2014 **Budgeted Amount:** _____
Exhibits: 5

Subject

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

Recommendation

Motion to approve a Contract with Severn Trent Environmental Services, Inc. to Manage, Operate and Maintain the Water Treatment Plant. The Fee Schedule for the first year is \$1,356,096.

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 Water Treatment Plant facilities, which include the Water Treatment Plant and the booster stations at KFC and Summit Ridge. The objectives of the project are to: manage Operating and Capital expenses; minimize and eliminate compliance issues with ODEQ; provide technical assistance to address the MPWA's existing assets, future capacity and regulatory issues; and remove the MPWA's need for day-to-day management, operation and maintenance of the Water Treatment Plant facilities. The project was advertised on March 16 and 23, 2014. Three contractors attended a mandatory Pre-Bid meeting at the water treatment plant on March 26, 2014. Two Bid Documents were received and opened on April 9, 2014. After reviewing the Bid Documents, the City of McAlester's Selection Committee determined that Severn Trent Environmental Services, Inc. was the lowest, responsible, qualified bidder.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	04/14/14
City Manager	P. Stasiak 	04/14/14

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.

Initial Capital Improvement and Professional Services Program	
Description	Amount
Filter Media Evaluation	\$ 7,600
Disposal of Old Chemicals	10,000
Risk Mgmt. Plan for 1 Ton Containers of Chlorine	15,000
Repair and or Replace influent flow meter and evaluate all flow meter needs	25,000
PLC/SCADA programming to start/stop WTP and high service pumps and control remote pump stations	36,250
Wiring for automation of chemical injection pumps	6,250
Install five Auma valve motors supplied by the City of McAlester	3,750
Telemetry for raw water pumps and raw chemical injection	7,500
Potassium permanganate feed system at the raw water pump station	25,000
Powdered Activated Carbon (PAC) feed system	18,750
Coagulant feed system improvements (day tank, scale and pumps)	6,250
Caustic Soda feed system improvements (day tank, scale and pumps)	6,250
Add Phosphate Feed system to finished water (day tank, scale and pumps)	9,275
Add missing scrapers to clarifier rakes	15,000
Chemical storage containment area (to be determined)	TBD
Gulf region maintenance crew repairs	56,200
Solids disposal tractor and trailer	150,000
To Be Determined	26,925
Total Estimated Capital	\$425,000

Price Adjustments for Facility Improvement Upgrades

Severn Trent proposes to work closely with City staff on any future price adjustments for improvements or upgrades to the treatment facilities and appurtenances will depend on the scope or amount of the project. Upon completion of the Initial Capital Improvement and Professional Services Projects, Severn Trent will meet with the City to adjust our fee to reflect any modified operational costs *including reduced onsite staffing needs*.

Future capital projects must be considered on a case-by-case basis in conjunction with an annual cost to be spread out over the current or an expanded contract term. Obviously, the cost per year has to be manageable within the City's budget so an expanded term is an option for any major project that reduces the annual cost. The terms and conditions will be subject to mutual agreement and the City's needs at that time.

Preferred pricing and funding are available with Severn Trent for any equipment or capital project that uses Severn Trent-manufactured equipment or specialized additional services.

Future Years' Price Adjustments

If Severn Trent is selected, the contract will be subject to negotiation. We propose utilizing the following simple formula that considers CPI increases. It is based on the CPI-U indexes related as closely as possible to actual regional cost increases.

$$AAF_2 = AF_1 \times [P_2/P_1]$$

where:

- AAF₂ = Adjusted Annual Fee for the upcoming agreement year
- AF₁ = Annual Fee for the agreement year just ended
- P₂ = Price Index in effect for the month of the current adjustment date
- P₁ = Price Index in effect as of the month start of the previous agreement year

Proposed Agreement

This proposal and all prices quoted are subject to the execution of a mutually acceptable service agreement.

In the event we are awarded this project, Severn Trent reserves the right to negotiate mutually acceptable language in any bond or other contract performance security required by the City of McAlester.

Severn Trent has included a proposed agreement in Appendix 8 for your review. This document illustrates our standard approach to a contract of this nature. Please note that the specific scope of services for this project will be clearly defined and incorporated into the agreement during the negotiation process.

D. FEE SCHEDULE

American Water proposes an Interlink™ pro level of service connectivity. The associated costs with this level are broken down below.

FEE SCHEDULE

First Year of Contract

NO. ITEM

1	Payroll & Benefits	\$410,021
2	Chemicals*	\$350,170
3	Repair & Maintenance*	\$100,000
4	Equipment	\$132,560
5	Outside Services	\$6,900
6	Electrical*	\$171,663
7	Residuals*	\$60,810
8	Capital	\$4,468
9	Other	\$184,014

TOTAL \$1,420,605

*Allocated amounts to be combined into a risk free fund.

BID TABULATION SHEET

Public/Private Partnership Water Treatment Plant

Bid Opening

April 8, 2014 at 10:00 A.M

<u>Bidder</u>	<u>Amount</u>
1. <u>American Water</u> <u>1001 Boardwalk Springs Pl.</u> <u>Ofallon, MO 63368-477</u>	<u>1,420,605.⁰⁰</u>
2. <u>Severn Trent Serv.</u> <u>16337 Park Row</u> <u>Houston, TX 77084</u>	<u>1,356,096.⁰⁰</u>
3. _____ _____ _____	_____
4. _____ _____ _____	_____
5. _____ _____ _____	_____
6. _____ _____ _____	_____

Appendix 8 Sample Agreement

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

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

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

BACKGROUND

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

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

1) TERM

1.1 This Agreement shall commence on _____ (“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 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:.....

Title:.....

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By:.....

Title:.....

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, except that the first Agreement Year shall run from _____ to June 30, 2015.

“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 grit, screenings and any related trash generated by or through the operation of the Facilities.

Schedule 4: Authority's Permits

Schedule 5: Annual Base Fee and Compensation Formula

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

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

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

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

2) Annual Base Fee:

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

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

3) Compensation Adjustment Formula

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

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

where:

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

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

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

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

Schedule 6: Baseline Conditions

Schedule 7: Proposed Initial Capital Improvement and Professional Services Projects

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

**City of McAlester
Water Treatment Plant
Personnel Services
Comparison**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Severn Trent Proposal</u>
Personnel Services	\$ 370,656	\$ 418,908	\$ 422,919	\$ 395,898	\$ 370,353	\$ 422,128
Percentage Inc. (Dec.)		13.0%	1.0%	-6.4%	-6.5%	14.0%

City of McAlester Personnel: Budgeted Positions (7), includes wages, incentive, longevity, overtime, clothing allowance, health vision, life, ADD, long term disability, FICA, medicare and pension.

Severn Trent Personnel: Budgeted Positions (7) to include project manager and all related benefits.

Plant automation anticipated to occur in the first 12 months. Severn Trent at the time of automation anticipates reducing staffing to five (5) operators with an **expected savings of \$97K**. These savings will be passed on to the City and the budget will be adjusted to reflect this change.

Contract Language - 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.

	<u>McAlester 2013-2014</u>	<u>Severn Trent 2014-2015</u>
Personnel Services	\$ 370,353	\$ 422,128
Severn Trent anticipated savings (12 months)		(97,000)
Severn Trent adjusted personnel services expense		<u>\$ 325,128</u>

Percentage Inc. (Dec.) after automation -12.2%
Dollar Inc. (Dec.) after automation \$(45,225)

**City of McAlester
Water Treatment Plant
Chemicals
Comparison**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Severn Trent Proposal</u>
Chemicals	\$ 322,703	\$ 400,167	\$ 369,742	\$ 378,661	\$ 393,872	\$ 350,170
Percentage Inc. (Dec.)		24.0%	-7.6%	2.4%	4.0%	-11.1%

Contract Language - 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.

4.4: 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.

City of McAlester
Water Treatment Plant
Utilities
Comparison

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Severn Trent Proposal</u>
Utilities (Electrical)	\$ 125,095	\$ 157,253	\$ 173,295	\$ 136,794	\$ 175,200 Annualized	\$ 174,033
Percentage Inc. (Dec.)		25.7%	10.2%	-21.1%	28.1%	0.0%

City of McAlester Electricity: The Water Plant currently operates on a 24/7 rate of production. Although it is anticipated that Severn Trent will reduce operating hours once automation is achieved, this does not correlate directly in a cost savings. The Plant will still be producing the same amount of gallons per year in order to provide the water necessary to our citizens and community. Power savings may come from improved maintenance and replacement of equipment.

Contract Language - 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.

5.4: 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.

**City of McAlester
Water Treatment Plant
Repairs and Maintenance
Comparison**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Severn Trent Proposal</u>
Repairs & Maintenance	52,614	32,229	60,100	61,296	70,000	100,000
Percentage Inc. (Dec.)		-38.7%	86.5%	2.0%	14.2%	42.9%

Contract Language - 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.

3.5: 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.

**City of McAlester
Water Treatment Plant
Outside Services
Comparison**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Severn Trent Proposal</u>
Outside Services (Lab)	\$ 33,113	\$ 24,326	\$ 36,179	\$ 26,784	\$ 35,000	45,085
Percentage Inc. (Dec.)		-26.5%	48.7%	-26.0%	30.7%	28.8%

Severn Trent proposes increase in outside lab testing to ensure water quality and consistency.

Severn Trent numbers include:

- Drug Testing, New Hire, Random
- Postage/Courier
- Cell Phones

**City of McAlester
Water Treatment Plant
Summary Comparison**

<u>Water Treatment - MPWA:</u>	<u>City of McAlester</u>	<u>Severn Trent</u>
Payroll & Benefits	\$ 370,353	\$ 422,128
Chemicals	393,872	350,170
Utilities (Electrical)		174,033
Repair & Maintenance	70,000	100,000
Outside Services	35,000	45,085
Equipment	71,261	51,077
Other (See Note 1)	203,506	213,603
Subtotal	<u>\$ 1,143,992</u>	<u>\$ 1,356,096</u>
<u>Interdepartmental - MPWA:</u>		
Utilities (Electrical)	175,200	
Subtotal	<u>\$ 1,319,192</u>	<u>\$ 1,356,096</u>
<u>Utilities Admn. - MPWA</u>		
Admn. Exp. (2012-2013)	79,209	
Subtotal	<u>\$ 1,398,401</u>	<u>\$ 1,356,096</u>
<u>Capital:</u>		
City of McAlester	Unknown	
Severn Trent (\$425K over 10yrs.)	54,094	54,094
Total	<u>\$ 1,452,495</u>	<u>\$ 1,410,190</u>

Note 1: City of McAlester (Other) includes dam maintenance, insurance, water rights, capital and contracted services.

**City of Mcalester
Water Treatment Plant
Responsibilities**

Contractor Responsibilities:

1. Guaranteed qualified staffing.
2. Guaranteed staffing costs.
 - a. Wages, benefits, health care
 - b. Training
 - c. Safety
3. Guaranteed permit compliance upon completion of facility capability upgrade.
4. Guaranteed maintenance of equipment to within manufacturers specifications or better.
5. Significant capital investment (\$130,203) included in annual fee.
6. Improve control over facility operation and costs via specific contractual terms and conditions.
7. Reduce reliance on consultants and sub-contractors.
8. Increase review of all capital projects needs, analysis and implementation.
9. Increase access to resources required for operation and maintenance.
10. Improve interface capabilities with regulatory agencies.
11. Reduce dependence on City resources for oversight and support.
12. Professional oversight and management of capital projects.
13. Capital of \$425K (Paid outside the operating budget)

City of McAlester Responsibilities:

1. City pays repair and maintenance cost that exceed \$100,000.
2. City pays chemical costs that exceed \$350,170.
3. City pays utility costs that exceed \$174,033.
4. City pays all capital expenditures identified greater than \$5,000 as per contract.

**City of McAlester
Water Treatment Plant
Year 1 Capital**

Description:

1. Filter Media Evaluation	\$	7,600
2. Disposal of Old Chemicals		10,000
3. Risk Mgmt. Plan for 1 Ton Containers of Chlorine		15,000
4. Repair and or Replace influent flow meter and evaluate all flow meter needs		25,000
5. PLC/SCADA programming to start/stop WTP and high service pumps and control remote pump stations		36,250
6. Wiring for automation of chemical injection pumps		6,250
7. Install five Auma valve motors supplied by the City of McAlester		3,750
8. Telemetry for raw water pumps and raw chemical injection		7,500
9. Potasium permanganate feed system at the raw water pump station		25,000
10. Powdered Activated Carbon (PAC) feed system		18,750
11. Coagulant feed system improvements (day tank, scale and pumps)		6,250
12. Caustic Soda feed system improvements (day tank, scale and pumps)		6,250
13. Add Phosphate Feed system to finished water (day tank, scale and pumps)		9,275
14. Add missing scrapers to clarifier rakes		15,000
15. Chemical storage containment area (to be determined)		
16. Gulf region maintenance crew repairs		56,200
17. Solids disposal tractor and trailer		150,000
18. To Be Determined		26,925

Total Capital	\$	<u>425,000</u>
----------------------	-----------	-----------------------

Note: As per contractual agreement, capital will be amortized over a 10 year period. The numbers are estimates for budgeting purposes. At the end of the first year or sooner, actual numbers expended will be amortized. Budgeted capital expenditure \$54,094 per year.

**City of McAlester
Water Treatment Plant
Projected Costs
5 Years**

<u>Year</u>	<u>Period</u>	<u>City of McAlester</u>	<u>Severn Trent</u>	<u>Percentage Inc. (Dec.)</u>	<u>Reduction Yr 1 Severn Trent</u>	<u>Percentage Inc. (Dec.)</u>
Year 1	03/14 - 06/15	\$ 1,452,495	\$ 1,410,190	-2.9%	\$ 1,410,190	-2.9%
Year 2	07/15 - 06/16	1,496,070	1,452,496	-2.9%	1,355,496	-9.4%
Year 3	07/16 - 06/17	1,540,952	1,496,071	-2.9%	1,396,161	-9.4%
Year 4	07/17 - 06/18	1,587,181	1,540,953	-2.9%	1,438,045	-9.4%
Year 5	07/18 - 06/19	1,634,796	1,587,181	-2.9%	1,481,187	-9.4%
Total		<u>\$ 7,711,493</u>	<u>\$ 7,486,890</u>	<u>-2.9%</u>	<u>\$ 7,081,078</u>	<u>-8.2%</u>

Notes:

1. Year 1 reduction attributed to automation of plant and reduction in personnel services (\$97,000).
2. CPI anticipated to increase 3% year over year on average. Actual (2013 - 1.7%) (2012 - 1.5%)



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 **Item Number:** 6
Department: Community Services
Prepared By: Mel Priddy **Account Code:** _____
Date Prepared: April 14, 2014 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon a Personal Service Agreement with Quik Gro Erosion Control, LLC for haybaling on the McAlester Watershed, the Steve Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$8,150.00.

Recommendation

Motion to approve a Personal Services Agreement with Quik Gro Erosion Control, LLC for haybaling in the amount of \$8,150.00.

Discussion

The Community Services Department receive (4) bids for haybaling on the McAlester Water Shed, the Steve Taylor Industrial Park and Hwy 31 west of the Indian Nation Turnpike. Two of the bidders bid the same high bid of \$8,150.00. Staff has decided to award the high bid of \$8,150.00 to Quik Gro Erosion Control, LLC. Quik Gro was successful bidder the year before last and did a good job with the contract that year meeting all the terms of the agreement.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	4/14/2014
City Manager	P. Stasiak 	4/14/2014



CERTIFICATE OF LIABILITY INSURANCE

QWIKG-1

OP ID: LD

DATE (MM/DD/YYYY)

04/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jordan Carris Agency P O Box 1126 McAlester, OK 74502 Ryan Owens	CONTACT NAME: Ryan Owens PHONE (A/C, No, Ext): 918-423-4045 E-MAIL ADDRESS: ryan@jordancarris.com	FAX (A/C, No): 918-423-4079
	INSURER(S) AFFORDING COVERAGE	
INSURED Qwikgro Erosion Control LLC PO Box 80 Gowen, OK 74545	INSURER A: Employers Mutual Casualty Co.	NAIC # 21415
	INSURER B: Stonetrust Commercial Ins Co.	11042
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	UBRN WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			4D49101	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			4E49101	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			4J49101	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV0083318	05/26/2013	05/26/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ISO Form CG 22 94 10 01 is part of policy, this form removes the exclusion for damage performed by subcontractors on the insured behalf (The insured will have coverage under their policy for any damage caused by them or their subcontractors)

CERTIFICATE HOLDER

CITYMCA

City Of McAlester
 PO Box 578
 McAlester, OK 74502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa L Duval

© 1988-2010 ACORD CORPORATION. All rights reserved.

QWIKGRO EROSION CONTROL LLC

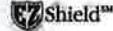
86-21/1031

2712

PH. 918-429-6396

1702 E. CARL ALBERT PKWY
MCALESTER, OK 74501-5138

~~DATE~~ 4-15-14



© DELUXE CHEQUE CORPORATION

Pay to the order of

City of McAlester

\$ 8,150.-

Eight thousand one hundred fifty dollars

Security Features
Include On Back

First National Bank
& Trust Co. of McAlester

~~MEMO~~ Hay Box

Shawn M. Lance

MP

⑆ 103100218⑆ 2712 ⑆ 1095870⑆

ANTIQUE

Personal Service Agreement
By and Between the City of McAlester and Qwik Gro Erosion Control, LLC

This Personal Service Agreement made and entered into this 16th day of April, 2014, by and between the City of McAlester, Oklahoma (the “City”), an Oklahoma municipal corporation, and Qwik Gro Erosion Control, LLC an individual (the “Contractor”) hereinafter collectively referred to as (the “Parties”).

WHEREAS, the City desires to allow Contractor to bale hay on the property known as: approximately 330 acres known as the McAlester Water Shed, , approximately 11 acres of property known as Steve Taylor Industrial Park and also 34.12 acres of property on Hwy 31, west of the Indian Nation Turnpike.

WHEREAS, the Contractor has shown an ability to adequately meet the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, City and Contractor mutually agree as follows:

1. **GRANT**
For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on City property known as the McAlester Water Shed, Hwy 31 West of Indian Nation Turnpike, and Steve Taylor Industrial Park (the “Property”).
2. **TERM**
This Agreement shall commence the 1st day of May, 2014, (the “Commencement Date”), and unless terminated earlier in the manner set forth herein, shall terminate on the 30th day of April, 2015, (the “Term”).
3. **PAYMENT**
The Contractor shall pay the City cash equal to Eight Thousand One Hundred Fifty Dollars and no/cents (\$8150.00) for the Term of this Agreement. All sums due to City shall become due and payable within 10 days of approval by the City Council. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.
4. **USE**
 - A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.

B. The City shall not be responsible or liable to Contractor or anyone claiming by, through, or under Agreement for any costs, expenses, profits, or other compensation whatsoever and Contractor shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, and any other items necessary to bale hay on the Property.

5. TERMINATION

A. The City reserves the right to terminate this Agreement at any time, for any reason, upon ten (10) days' prior written notice to the Contractor.

6. CONTRACTOR COVENANTS

A. Contractor shall furnish all equipment and labor to bale and remove all hay from the Property.

B. Contractor shall conduct all hay baling in a good and workmanlike manner.

C. Contractor shall not, without prior written consent of City, burn any hay, straw, grass vegetation or stalks on the Property.

7. INDEMNIFICATION

Contractor shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Contractor's use of the Property or conduct of its business or from any activity, work, or anything done, permitted or suffered by the Contractor, in or about the Property, and will further indemnify and save the City against and from any and all claims arising from any breach or default on Contractor's part in the performance of any covenant or agreement on Contractor's part to be performed pursuant to the terms of this Agreement or arising from any act, negligent or intentional, of Contractor, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against the City by reason of such claim. Contractor, upon written notice from the City, shall resist and defend, at Contractor's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to City. Contractor hereby waives all claims in respect thereof against the City and agrees to defend and save the City, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claim by others.

Contractor agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Agreement, which evidence of said insurance shall be furnished the City Clerk prior to hay baling on City Property.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

Contractor:

Qwik Gro Erosion Control, LLC
1702 E. Carl Albert
McAlester, Okla. 74501

City:

Pete Stasiak
City Manager
City of McAlester
28 E. Washington
McAlester, Ok. 74501

9. ASSIGNMENT

Contractor shall not sublet, or assign or in any manner encumber this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the City with respect to the matters covered thereby and shall extend to and is binding upon the heirs, executors, administrators, and personal representatives of the parties hereto.

11. VENUE

This Agreement shall be governed by the laws of the State of Oklahoma and exclusive venue shall be Pittsburg County, Oklahoma.

12. SEVERABILITY

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

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

14. MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto signed this Agreement as of the date first above written.

Executed for and on the behalf of the City on the ____ day of _____, 20__.

CITY OF McALESTER
An Oklahoma Municipal Corporation

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Executed for and on behalf of the Contractor on the ____ day of _____ 20__.

CONTRACTOR

 Sean Lance

APPROVED AS TO FORM:

Joe Ervin, City Attorney

CITY OF MCALESTER
INVITATION FOR BIDS
FOR HAYBALING

The City of McAlester is soliciting competitive bids for the hay baling of approximately 330 acres of property known as the McAlester Water Shed , 11 acres of property known as the Steve Taylor Industrial Park, and also 34.12 acres of property on Hwy 31 West of the Indian Nation Turnpike. Sealed bids will be accepted at the City of McAlester, office of the Community Services Director, 801 N. 9th Street, McAlester, Oklahoma on or before 2:00 PM April 11, 2014.

The term of this contract shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement attached. The bidder understands that this bid is only for the right to bale and sell hay on the property and no other rights are granted or implied. Successful Bidder must have liability insurance coverage in the amount of \$1,000,000.00.

The undersigned bidder agrees to pay the City of McAlester an annual fee in the amount

of Eight thousand one hundred fifty ~~and no/100~~ (\$ 8,150. -)

Bidders Name: Qwik Gro Erosion Control, LLC Glenn Kance

Address: 1702 E. Carl Albert Pkwy - McAlester, OK 74501

Telephone Number(s): 918-429-6396 | 918-329-6818

Signature of Bidder: Glenn Kance

Date: 4-10-14

CITY OF MCALESTER

INVITATION FOR BIDS

FOR HAYBALING

The City of McAlester is soliciting competitive bids for the hay baling of approximately 330 acres of property known as the McAlester Water Shed , 11 acres of property known as the Steve Taylor Industrial Park, and also 34.12 acres of property on Hwy 31 West of the Indian Nation Turnpike. Sealed bids will be accepted at the City of McAlester, office of the Community Services Director, 801 N. 9th Street, McAlester, Oklahoma on or before 2:00 PM April 11, 2014.

The term of this contract shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement attached. The bidder understands that this bid is only for the right to bale and sell hay on the property and no other rights are granted or implied. Successful Bidder must have liability insurance coverage in the amount of \$1,000,000.00.

The undersigned bidder agrees to pay the City of McAlester an annual fee in the amount

of Eight Thousand One Hundred FIFTY & ^{NO}/₁₀₀ (\$ 8,150⁰⁰)

Bidders Name: D. B. D. CONSTRUCTION

Address: 1303 S. 2nd ST EIK CITY OKLA.

Telephone Number(s): 580-243-9683 OR 918-470-1841

Signature of Bidder: David Wright

Date: 4/11/2014

CITY OF MCALESTER

INVITATION FOR BIDS

FOR HAYBALING

The City of McAlester is soliciting competitive bids for the hay baling of approximately 330 acres of property known as the McAlester Water Shed , 11 acres of property known as the Steve Taylor Industrial Park, and also 34.12 acres of property on Hwy 31 West of the Indian Nation Turnpike. Sealed bids will be accepted at the City of McAlester, office of the Community Services Director, 801 N. 9th Street, McAlester, Oklahoma on or before 2:00 PM April 11, 2014.

The term of this contract shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement attached. The bidder understands that this bid is only for the right to bale and sell hay on the property and no other rights are granted or implied. Successful Bidder must have liability insurance coverage in the amount of \$1,000,000.00.

The undersigned bidder agrees to pay the City of McAlester an annual fee in the amount of _____ (\$3500.00)

Bidders Name: HAROLD HEARD

Address: 872 ST HWY 113 - MCA. 74501

Telephone Number(s): 918 - 426 - 1224

Signature of Bidder: Harold Heard

Date: 4-10-14

CITY OF MCALESTER

INVITATION FOR BIDS

FOR HAYBALING

The City of McAlester is soliciting competitive bids for the hay baling of approximately 330 acres of property known as the McAlester Water Shed , 11 acres of property known as the Steve Taylor Industrial Park, and also 34.12 acres of property on Hwy 31 West of the Indian Nation Turnpike. Sealed bids will be accepted at the City of McAlester, office of the Community Services Director, 801 N. 9th Street, McAlester, Oklahoma on or before 2:00 PM April 11, 2014.

The term of this contract shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement attached. The bidder understands that this bid is only for the right to bale and sell hay on the property and no other rights are granted or implied. Successful Bidder must have liability insurance coverage in the amount of \$1,000,000.00.

The undersigned bidder agrees to pay the City of McAlester an annual fee in the amount

of four thousand seven hundred five (\$ 4775⁰⁰)

Bidders Name: JIM Grego

Address: 61079 N.W. Bowers Rd NicBORTON 74578

Telephone Number(s): 918-232-5763

Signature of Bidder: [Signature]

Date: 4-10-14



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 7
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: _____

Subject

Discussion and update on Financials.

Recommendation

Discussion

Discussion on City of McAlester's Financials as of March 31, 2014.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	4/14/2014
City Manager	P. Stasiak		4/14/2014

City of McAlester
Financial Update
Council Meeting April 22, 2014

Toni Ervin, CFO

City of McAlester Financial Update as of March 31, 2014

**At 75% of the Fiscal year complete,
General Fund Revenues are 1.63% over budget.**

General Fund	Budget	YTD	%
Sales Tax	7,513,716	5,660,878	75.34%
Oil & Gas	985,022	851,070	86.40%
Other Revenues	3,481,969	2,668,832	76.65%
Total Revenues	11,980,707	9,180,780	76.63%

***Sales tax reported for April is over budget \$14,311. Sales tax remains stable and consistent with our budget forecasts.**

City of McAlester Financial Update as of March 31, 2014

**At 75% of the Fiscal year complete,
General Fund Expenditures are 2.2% under
budget.**

General Fund	Budget	YTD	%
Total Expenditures	13,654,175	9,669,627	72.80%

***Management and staff are constantly controlling costs
and seeking savings on projects without sacrificing
quality of services.**

City of McAlester

Financial Update as of March 31, 2014

**At 75% of the Fiscal year complete,
MPWA Revenues are 2.63% over budget and
MPWA Expenditures are 2.88% under budget.**

MPWA	Budget	YTD	%
Total Revenues	8,361,681	6,490,939	77.63%
Total Expenditures	7,034,691	4,815,300	72.12%



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014
Department: Finance
Prepared By: Toni Ervin
Date Prepared: April 14, 2014

Item Number: 8
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, an Ordinance amending Chapter 22, Article II, adding Section 22-42.1-7, Licensed retail sales of fireworks. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date of May 1, 2014.

Recommendation

Motion to approve the amendment of the ordinance and adding a section 22-42.1-7.

Discussion

Staff recommends council approve the amendment of the ordinance to establish the issuance of a license for the sale of retail fireworks within the corporate limits of the city.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	4/14/2014
City Manager	P. Stasiak 	4/14/2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 22. ARTICLE II. CREATING SECTION 22. 42.1-7. ESTABLISHING FOR CONSUMER FIREWORKS RETAIL SALES. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF MAY 1, 2014.

* * * * *

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA

Section 22-42.1 Licensed retail sales of fireworks.

Issuance of this license does not allow the applicants or organizations to manufacture, use, discharge, or explode any common Class C or other firework and related items within the corporate limit of the city.

All applicants must follow Oklahoma State Laws and Oklahoma State Fire Marshal requirements for the sale of fireworks commonly referred to as Class “C”. Applicant must obtain any license or permit required by State of Oklahoma. A copy of the requirements for consumer fireworks retail sales facilities from the Oklahoma State Fire Marshall will be given to applicants.

Annual licenses for the sale of Class C fireworks, except those restricted by the State of Oklahoma are only authorized between June 15 and July 6 and from December 15 through January 2. Applicants are required to obtain separate applications for the July 4 season and New Year’s season.

Section 22.42.2 Requirements

- A. Any applicant individual or organization must obtain a permit from the City of McAlester by completing an application with the city. All applications must be approved by code enforcement, Fire Department and Police Department.
- B. All applicants must be at least twenty-one (21) years of age to be eligible for a license.
- C. All applicants are required to obtain a \$25.00 permit for each location and per season within the corporate limits. Non-profit organizations are not exempt from the permit fee.
- D. Applicants must have a current sales tax permit filed with Oklahoma Tax Commission.
- E. Retail license must be posted and visible in sales area. Address must be the physical address of the facility.
- F. Signs stating “FIREWORKS-NO SMOKING WITHIN 50 FEET” must be posted on all sides of the entire facility.

- G. Each stand must have a portable fire extinguisher with a minimum 2A/IBC rating. If stand exceeds 200 square feet (2) portable fire extinguishes are required with at least one being a multi-purpose dry chemical type.
- H. Each structure must be located within commercially zoned areas or an approved area by code enforcement, Fire Department and Police Department. Structures must comply with all the requirements by city and state codes.

Section 22-42.3 Inspections

- A. The site for the fireworks stand must be inspected by the code enforcement officer to verify that all requirements for zoning have been met.
- B. The site for the fireworks stand must be inspected by the fire department for safety and ordinance compliance.

Section 22-42.4 Operation of stands or structures

- A. Fireworks stands or structures are not to be opened before June 15 or opened after 11:00 p.m. on July 5 of the licensed year.
- B. Fireworks stands or structures are not to be opened before December 15 or opened after 11:00 pm on January 2.

Section 22-42.5 Transferability

All licenses granted will be strictly and absolutely non-transferable.

Section 22-42.6 Removal of structures

All fireworks stands and structures for the sale of fireworks and related items must be taken down and/or removed from their location within 15 days after July 4 and after January 1 of each year. In addition, the area wherein the stand or structure was located shall be returned to its prior condition by picking up all refuse pertaining to the operation of the fireworks stand or structure.

Section 22-42.7 Penalties

Any person, firm or corporation or other legal entity, which shall violate any of the provisions of this chapter or fail to comply therewith, or with any of the requirements thereof, shall be deemed guilty of a misdemeanor, subject to a fee not to exceed \$1,000, or imprisonment not to exceed 1 year, or both. Each day or part of a day during which such violation is continued or repeated shall constitute a separate offense.

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF McALESTER,
OKLAHOMA ON THIS ___ DAY _____, 2014.**

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2014.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 9
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, an Ordinance amending Chapter 50, Article I, Section 50-1. Manufacture, sale, discharge, etc., of fireworks. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date of May 1, 2014.

Recommendation

Motion to approve the amendment of the ordinance.

Discussion

Staff recommends council approves the amendment of the ordinance to the addition of licensing of retail sellers inside city limits.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	4/14/2014
City Manager	P. Stasiak 	4/14/2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 50. SECTION 50-1. MANUFACTURE, SALE, DISCHARGE, ETC., OF FIREWORKS. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF MAY 1, 2014.

* * * * *

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA

Sec. 50-1. Manufacture, sale, discharge, etc., of fireworks.

The manufacture, retail sale, possession, display for sale, use or discharge of fireworks shall be unlawful within this city, except that supervised public displays of fireworks shall be permitted as provided in the fire prevention code adopted by section 50-51. This section shall not apply to the sale, storage, possession or distribution of fireworks by wholesalers or retail sellers who are duly licensed by the city.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA ON THIS ____ DAY _____, 2014.

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

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2014.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 10
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, an Ordinance amending Chapter 106, Article II, Section 106-47. Unlawful reconnection of service after cutoff. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date.

Recommendation

Motion to approve the amendment of the ordinance.

Discussion

Staff recommends council approve the amendment of the ordinance to establish a fee for homeowners or occupants who turn water on at a residence after cutoff of service or without approval from the city.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	4/14/2014
City Manager	P. Stasiak		4/14/2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE II, SECTION 106-47. UNLAWFUL RECONNECTION OF SERVICE AFTER CUTOFF. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2014.

* * * * *

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA

Sec. 106-47. Unlawful reconnection of service after cutoff.

When water has been shut off from any premises by application of the owner thereof or for the nonpayment of water charges or for any other cause, it shall be unlawful for any person again to connect such premises with water except when authorized to do so by the superintendent of utilities. When water is turned off by the city and the city discovers water is on at the residence without the cities or superintendent's authority, a fee of \$100.00 will be charged to the homeowner or applicant. Additionally, wWhen water is so turned on without such authority, the superintendent may then shut off the water at the main or remove a portion of the service connection at the cock, and if the water was so turned on by the consumer or by his authority, he shall be charged \$100.00 for reinstallation of the meter. Each day or part of a day during which such violation is continued or repeated shall constitute a separate offense. These fees are in addition to any other penalties for violation of code or legal offenses.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS ____ DAY _____, 2014.

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

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this ____ day of _____ 2014.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 11
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, an Ordinance amending Chapter 106, Article II, Section 106-48. Damaging, Disturbing, etc., System property generally, Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date.

Recommendation

Motion to approve the amendment of the ordinance.

Discussion

Staff recommends council approve the amendment of the ordinance to establish a fee for intentional blockage or damage to a meter in order to prevent meter readers from reading the meters.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	4/14/2014
City Manager	P. Stasiak 	4/14/2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE II, SECTION 106-48. DAMAGING, DISTURBING, ETC., SYSTEM PROPERTY GENERALLY. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2014.

* * * * *

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA

Sec. 106-48 Damaging, disturbing, etc., system property generally.

It shall be unlawful for any person, unless duly authorized by the superintendent of utilities, to disturb, displace, interfere with, cover up, damage or destroy any water main, water pipe, meter, meter box, machinery, tool, building, curb cock, curb box or any other property belonging to, connected with or under the control of the city water supply system. If meter reader is unable to read a meter due to intentional blockage or damage then the city shall apply a \$100.00 fee to the utility account. Each day or part of a day during which such violation is continued or repeated shall constitute a separate offense. These fees are in addition to any other penalties for violation of code or legal offenses.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS ____ DAY _____, 2014.

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

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2014.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 12
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, an Ordinance amending Chapter 106, Article II, Section 106-75. When due and payable: delinquency. Repealing all conflicting ordinances; Providing for a severability clause; and establishing an effective date.

Recommendation

Motion to approve the amendment of the ordinance.

Discussion

Staff recommends council approve the amendment of the ordinance updating the Utility delinquency fees. Please see attached for surrounding areas fees detail.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	4/14/2014
City Manager	P. Stasiak		4/14/2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE II, SECTION 106-75. WHEN DUE AND PAYABLE; DELINQUENCY. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2014.

* * * * *

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA

Sec. 106-75. When due and payable; delinquency.

Charges for water service by meter and otherwise shall be due and payable monthly on dates to be determined by the city, and each bill will be stamped with a past due date. If such bill is not paid on or before the past due date stamped thereon, a ten-percent penalty will be added. If the bill is not paid within ten days after the past due date stamped thereon, a ten-percent penalty will be added. If the bill is not paid within ten days after the past due date stamped thereon, the connection will be cut off, without notice, by the city. In this event, an additional charge of ~~\$25.00~~ \$45.00 shall be added to the bill for turning the water ~~on again off~~. When water is turned off by the city for non-payment and the city discovers water is on at the residence, without the cities or superintendent's authority, an additional fee of \$100.00 will be charged to the homeowner or applicant on the account. When an account has been off and locked and the lock has been tampered with or removed, a fee of \$100.00 will be assessed to the account and the meter will be re-locked or removed from the location. An additional fee of \$100.00 shall be charged to reset the meter. Each day or part of a day during which such violation is continued or repeated shall constitute a separate offense. These fees are in addition to any other penalties for violation of code or legal offenses.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA ON THIS ____ DAY _____, 2014.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2014.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 13
Department: Fire Dept.
Prepared By: Brett Brewer, Fire Chief Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an agreement between the City of McAlester and Advanced Data Processing, Inc., a subsidiary of Intermedix Corp shall perform and carry out Services as specifically described in Exhibit A, Scope of Services.

Recommendation

Motion to approve agreement with Intermedix Corporation and authorize the Mayor to sign.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

4/14/2014

**AGREEMENT BETWEEN
CITY OF MCALESTER
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX
FOR
AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st Day of April, 2014 (the “Effective Date”) by and between City of McAlester, an Oklahoma Municipality, with principal offices located at 28 East Washington, McAlester, Oklahoma 74502. (“Client”) and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 (“Intermedix”).

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport (“EMS”), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. ENGAGEMENT OF INTERMEDIX. During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, “Payors”).

2. SCOPE OF SERVICES. Intermedix shall perform and carry out Services as specifically described in Exhibit A (the “Scope of Services”; collectively the Scope of Services and the SaaS Service (as defined in Section 3.01) are the “Services”), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix’s capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. RIGHT TO USE SAAS SERVICE AND RESTRICTIONS.

3.01 Right to Use. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Intermedix hereby grants to Client a limited, non-transferable, non-assignable right to access and use the following, without the right to sublicense: (i) Intermedix's proprietary billing system software (the "SaaS Service") as part of the Services provided hereunder, via Internet connection solely in support of the billing and collection with respect to the Client's EMS services; and (ii) any associated end-user documentation provided by Intermedix (the "Documentation") in support of Client's authorized access and use of the SaaS Service.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the SaaS Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the SaaS Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the SaaS Service or in any way attempt to discover or reproduce source code for the SaaS Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the SaaS Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the SaaS Service, any other Service or the Documentation.

3.03 Hosting of Application. Intermedix shall establish and maintain a production version of the SaaS Service for Client's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The SaaS Service shall reside on a server or cluster of servers which are physically located at Intermedix's place of business or at a third-party site. The SaaS Service may reside on a server or cluster of servers used for the applications of other Intermedix customers.

3.04 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the SaaS Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the SaaS Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the SaaS Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the SaaS Service.

3.05 Limitation of Access to SaaS Service. Client's right to access and use the SaaS Service will vary depending upon the scope of the Services being provided by Intermedix. By way of example, if Intermedix is responsible for inputting Client's data, Client's access to the SaaS Service will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of Intermedix and the authorized Users (as defined below) of Client. A complete and signed access form for each of Client's Users authorized to access the SaaS Services must be submitted to and approved by Intermedix. "User" means with respect to the SaaS Service or any other Intermedix product identified in an Exhibit: (i) any employee of Client or (ii) any medical professional who is authorized to perform medical services for Client within the applicable Client territory or jurisdiction as of the Effective Date. Client shall not permit the access or use of the SaaS Service

by a third party, other than Client's Users who have complied with the terms and conditions of this Agreement, whether to provide services for Client or otherwise, without Intermedix's prior written consent.

3.06 Reporting. Operational and financial data reports for Client will be available on the SaaS Services when the SaaS Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.07 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the SaaS Service, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3.08 Third Party Software. The SaaS Service may incorporate software under a license to Intermedix from a third party ("Third Party Software"). If the licensor of any commercial off-the-shelf Third Party Software requires Client's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), Intermedix will provide such EULA to Client. In order to use the SaaS Service, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the SaaS Service. Client's use of the SaaS Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s). Client shall not use any Third Party Software embedded in, or provided in connection with the SaaS Service on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the SaaS Service and the applicable EULA.

3.09 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, SaaS Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

3.10 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide

Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. CLIENT RESPONSIBILITY.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the SaaS Service. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the SaaS Service or (iv) any loss or theft of a hardware device on which a User has access to the SaaS Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the SaaS Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the SaaS Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the SaaS Services in compliance with the SaaS Security Characteristics. The "SaaS Security Characteristics" means a

password to access the SaaS Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the SaaS Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Six and a three-quarter percent (6.75%) of all monies collected by Intermedix for EMS provided by Client less refunds ("Net Collections"), plus

(b) all amounts set forth in any Addendum attached hereto; **plus**

Intermedix reserves the right to increase these fees upon thirty (30) days written notice to Client if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by Client.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to **P.O Box 578, McAlester, Oklahoma, 74502 ATTN: Carol Janisch.** Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill and the length of the payments do not exceed 18 months; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make

arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein “reasonable efforts” shall be defined to mean at least one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Intermedix will invoice Client, and Client agrees to pay in accordance with the terms and conditions of this Agreement, three percent (3.0%) of collected amounts on accounts directly sent by an Intermedix selected third party collection agency as an administration fee. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client’s violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an “Excluded Person Refund”), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. SYSTEM SUPPORT. Support and training of Client’s Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. INDEPENDENT CONTRACTORS. Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. LIMITATION ON LIABILITY. INTERMEDIX’S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE SAAS SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE

LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. INSURANCE. Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article XI may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client shall not employ or hire any employee or former employee of Intermedix who, pursuant to this Agreement, has had any contact with employees or representatives of Client or has worked on Client's accounts, without the prior written consent of Intermedix.

13. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- (c) Optional Services (Exhibit C attached hereto and made a part hereof); and
- (d) Addendum to Service Agreement – TripTix® Program (Exhibit D attached hereto and made a part thereto).

14. TERM AND TERMINATION.

14.01 Term. This Agreement shall be effective for a period, commencing April 01, thru June 30, 2015, unless terminated as provided in Section 14.02 below (the “Initial Term”). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods (“Renewal Terms”; collectively, the Initial Term together with any Renewal Terms are the “Term”), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. Additionally, both parties acknowledge and agree that they have entered and operated under the terms of the prior agreement (entered into on August 31, 2009 with an effective date of October 1, 2009) for a renewal term from October 1, 2010 through March 31, 2014. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

(a) Following the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon three (3) months prior written notice to the other party.

(b) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) If Client or Intermedix shall: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage

of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of six (6) months (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Article 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. FORCE MAJEURE. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. GENERAL WARRANTIES AND DISCLAIMERS.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. EXPORT LAWS. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. ASSIGNMENT OF AGREEMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. NOTICES. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To City: City of McAlester
Attn: Carol Janisch
P. O. Box 578
McAlester, OK 74502

To Intermedix: Intermedix Corporation
Attn: Brad Williams
Vice President & Chief Accounting Officer
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308

21. SEVERABILITY. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. AMENDMENT/WAIVER. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. CONSTRUCTION OF AGREEMENT. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. NO THIRD PARTY BENEFICIARIES. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. COUNTERPARTS. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

<p>ADVANCED DATA PROCESSING, INC., a subsidiary of INTERMEDIX CORPORATION, a DELAWARE CORPORATION</p>	<p>CITY OF MCALESTER, AN OKLAHOMA MUNICIPALITY</p>
--	---

By: _____

Name: Doug Shamon

Title: President

By: _____

Name:

Title:

Exhibit A
Scope of Services

Base Services and Obligations:

A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:

Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.

Assist Client in identifying necessary documentation in order to process and bill the accounts.

Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.

Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.

Respond to and follow up with Payors and respond to messages or inquiries from a Payor.

Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.

Maintain records of services performed and financial transactions.

Meet, as needed, with representatives of Client to discuss results, problems and recommendations.

Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.

Support the provider in filing and maintaining required documentation and agreements with Payors (e.g., Medicare, Medicaid, Champus, etc.). However, Provider shall remain responsible for all required documentation.

Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.

Provide a designated liaison for Client, patient and other Payor concerns.

Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.

Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.

Establish arrangements with hospitals to obtain/verify patient insurance and contact information.

Respond to any Client, Payor or patient inquiry or questions promptly.

Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.

Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.

Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.

Process refund requests and provide Client with documentation substantiating each refund requested.

Intermedix acknowledges its obligations as Client's Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681. Intermedix will ensure that its activities for Client are conducted in accordance with reasonable policies and procedures designed to help detect, prevent and mitigate the risk of identity theft. Intermedix will use reasonable efforts to help ensure that any agent or third party who performs services on Intermedix's behalf in connection with this Agreement, including subcontractors, also agrees to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Intermedix will promptly alert Client of any red flag incident involving Client's data or that of Client Patients in Intermedix's possession of which we become aware, and the steps that are being taken to mitigate any potential security compromise.

Assign patient account numbers providing cross-reference to Client's assigned transport/dispatch numbers.

Maintain responsibility for obtaining missing or incomplete insurance information.

Provide accurate coding of medical claims based on information provided by Client.

Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after six (6) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client. Notwithstanding the foregoing, no account shall be turned over for collection without Client's consent.

Permit real-time read only electronic look-up access by Client to Intermedix's SaaS Service to obtain patient data and billing information.

Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

B. *Client's Responsibilities and Obligations:*

From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
- (x) odometer readings such that loaded miles may be calculated;
- (xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and
- (xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

Client will timely process refunds identified by Intermedix for account overpayments.

Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

Client agrees to notify Intermedix in the event that their Epcr vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made part of the Underlying Agreement (as defined below).

This Business Associate Agreement (“Agreement”) is entered into between City of McAlester, an Oklahoma municipal corporation (“Covered Entity”) and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware corporation (“Business Associate”), effective as of the Effective Date.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, a separate agreement, entitled Agreement for Ambulance Billing and Related Professional Services, as of the Effective Date, or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”), and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”;

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

28. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

29. Obligations of Business Associate.

29.01 Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506 (c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

29.02 Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

29.03 Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

29.04 Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

29.05 Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a

Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

29.06 Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

30. Reporting.

30.01 Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below.

30.02 Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If the Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within three (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. ___To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR §164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HITECH Act with respect to such Breach.

31. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement (the "Subcontractors Agreement").

32. Rights of Individuals.

32.01 Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR §164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR §164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

32.02 Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

32.03 Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

32.04 Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR §164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the

six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

32.05 Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

32.06 Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise Required By Law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

33. Remuneration and Marketing.

33.01 Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

33.02 Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

34. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

35. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

36. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

37. Termination.

37.01 Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

37.02 Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity.

37.03 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

38. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

39. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

40. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

41. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

42. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

42.01 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

43. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: City of McAlester
P. O. Box 578
McAlester, OK 74502
Attn: Carol Janisch
Telephone no: (918) 421-4950
Email: Carol.Janisch@cityofmcalester.com

If to Business Associate: Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Gregg Bloom, Chief Compliance Officer
Telephone no: 954-308-8702
Facsimile no: 954-308-8725
Email: gregg.bloom@intermedix.com

Exhibit C
Optional Services

Intermedix will provide the following specific optional services by mutual written agreement with Client:

1. Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.

2. If Client has purchased TripTix product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

Exhibit D
Addendum to Service Agreement
(TripTix® Program)

This Addendum to the Agreement (the “Addendum”) hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Addendum. To the extent the terms and conditions of the Agreement are in conflict with this Addendum, the terms of this Addendum shall control. Where not different or in conflict with the terms, conditions and definitions of this Addendum, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Addendum as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or SaaS Service (the “Product” as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Triptix Term, subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Addendum, the following definitions shall apply:

“Addendum Effective Date” shall mean the date on which the last party to this Addendum executed it.

“Intellectual Property” shall mean all of Intermedix’s rights in and to the Product and Product Unit, including, without limitation, Intermedix’s copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and “know how” and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

“Product” shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

“Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

“Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

“Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

“Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

“Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

“Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 5.01 of the Agreement during the TripTix Term. Additionally, in the event that Client terminates this Addendum during the Effective period following the Addendum Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Article 5 of the Agreement, Client shall make the following payments: (i) three and one quarter percent (3.25%) of all Net Collections for use of Intermedix provided field data capturing and reporting system consisting of up to and including three (3) Product Units; an additional charge of (1.30%) for one (1) additional Product Unit. and (ii) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Addendum Effective Date and subject to the terms and conditions of this Addendum, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the TripTix Term. This right to use the Product during the TripTix Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Addendum Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Addendum. Also, in connection with the potential provision of such Product Units, Client agrees:

(a) Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the

replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one business day following the business day on which the request is made.

(b) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) Client may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Agreement or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

(d) Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

(e) Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

(f) Client agrees to hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the SaaS Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Addendum shall begin on the Addendum Effective Date and shall continue until the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below (the "TripTix Term").

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of the Addendum shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Addendum.

5.03 Termination of the Addendum.

(a) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment outlined in Schedule 2.01 shall be immediately due and payable.

(c) Client may terminate this Addendum (but not the Agreement) at any time for convenience by providing thirty (30) prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Addendum, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Addendum without cause upon six (6) months prior written notice to Client.

5.04 Obligations Following Termination. Any termination of the Addendum shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Addendum, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Addendum for any reason, Client shall immediately discontinue use of the Product, and within ten (10) days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS ADDENDUM AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product

Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Early Termination Fee

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

Period	Amount
For an Early Termination for Product Units in possession of and during the Effective Period from the beginning of the TripTix Term:	\$5,010.00

Schedule 2.02
Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

CORP\1394246.2



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014 Item Number: 14
Department: Police
Prepared By: Darrell Miller Account Code: _____
Date Prepared: April 14, 2014 Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon, approval of bid to Bob Hurley Ford of Oklahoma City for the purchase of three (3) new and unused 2014 Ford Police SUV'S.

Recommendation

Motion to approve the lowest and best bid of \$111,978.00 to Bob Hurley Ford for the purchase of three (3) new and unused 2014 equipped Ford Police SUV AWD patrol vehicles.

Discussion

The City of McAlester went out for bids on three new and unused police SUV's. Bid packets were sent out to several vendors. We received two bids. One from Freedom Ford in McAlester for \$45,648.00 each for a total of \$136,944.00 and one from Bob Hurley Ford for \$37,326.00 each for a total of \$111,978.

Approved By

		Initial	Date
Department Head		GW	04-14-2014
City Manager	P. Stasiak	PfS	04-14-2014



McAlester City Council

AGENDA REPORT

Meeting Date: April 22, 2014
Department: Police
Prepared By: Darrell Miller
Date Prepared: April 14, 2014

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

Subject

Consider, and act upon, approval of bid to Bob Hurley Ford of Oklahoma City for the purchase of three (3) new and unused 2014 Ford Police SUV'S.

Recommendation

Motion to approve the lowest and best bid of \$111,978.00 to Bob Hurley Ford for the purchase of three (3) new and unused 2014 equipped Ford Police SUV AWD patrol vehicles.

Discussion

The City of McAlester went out for bids on three new and unused police SUV's. Bid packets were sent out to several vendors. We received two bids. One from Freedom Ford in McAlester for \$45,648.00 each for a total of \$136,944.00 and one from Bob Hurley Ford for \$37,326.00 each for a total of \$111,978.

Approved By

	Initial	Date
Department Head	GW	04-14-2014
City Manager		

BID TABULATION SHEET

3 New & Unused 2014 Police SUV AWD Vehicle

Bid Opening

April 10, 2014 at 2:00 P.M

Bidder

Amount

1. Freedom Ford

45,648.⁰⁰/vehicle
136,944.⁰⁰ = 3

McAlester, OK 74501

2. Bob Hurley Ford
1721 NW 10th St. E
OKC, OK 73117

57,326.⁰⁰/vehicle

3. _____

4. _____

5. _____

6. _____



copcars@bobhurleyford.com



Government Sales

405-239-2700

877-239-2707

fax: 405-239-2705

April 9, 2014

**CITY OF McALESTER
BID REQUEST FOR 3 NEW UNUSED POLICE SUV AWD VEHICLES**

**SUBMITTED BY:
BOB HURLEY FORD, LLC
PO BOX 2262
OKLAHOMA CITY, OK 73101-2262**

TOTAL, PER VEHICLE: \$37,326.00

**ADDITIONAL OPTIONS:
CLIMATE CONTROL: DUAL ZONE MANUAL (REAR) - \$532.00
BLIS - BLIND SPOT MONITOR MIRRORS (also heated) - \$428.00**

Submitted by:

Kenny Davis, Government Sales Manager



City Of McAlester
28 East Washington
McAlester, OK 74501

Bid Request

For

Three (3) New and Unused 2014 Police SUV AWD Vehicle

For

McAlester Police Department

The City of McAlester will be accepting sealed bids for three (3) New and Unused 2014 SUV Police vehicle for the McAlester Police Department at the Office of the City Clerk, 28 E. Washington, McAlester, Oklahoma, until 2:00 PM on April 10, 2014. At that time bids will be opened and read aloud by the City Clerk or her designated representative in the Council Chambers.

All bids will be considered and the lowest and/or best bid will then be presented to the City Council at the next regularly scheduled meeting for approval. The City of McAlester reserves the right to reject any and all bids and to waive any informality in any bid without penalty or prejudice.

Anyone interested in submitting a bid for this vehicle may obtain a bid package from the Office of the City Clerk, 28 E. Washington, McAlester, Oklahoma or by phone at 423-9300 ext. 4956.

Attached are the specifications that the City feels meets the needs of our Police Department. Anyone wishing to submit a bid for a different vehicle should submit their specifications for approval no later than 10 days prior to the bid opening. Anyone who has questions regarding this bid item should contact Darrell Miller, Asst. Police Chief, at 918-423-9300 ext. 4943.

All bids must be in a sealed package marked “ (3) -2014 SUV Police Vehicle for McAlester Police Department”. Bids must be completed, submitted and signed in the full legal name of Bidder, and must be fully and properly executed by an authorized person.

Bids received after the time and date specified shall not be considered and shall be returned unopened.

No bid may be withdrawn for a period of thirty (30) days after the bid closing date.

Bid Specifications

POLICE SUV AWD

Description: 2014 Police Interceptor Utility SUV AWD or equivalent.

MECHANICAL:

Emissions: Federal Requirements

Engine and Drive Train: 3.7L Ti-VCT V6 FFV Engine or equivalent.
AWD Drive-Train

Transmission: 6-speed automatic, exclusively police calibrated for maximum acceleration and faster losing speeds.

Suspension: Independent front and rear suspensions

Brakes: Police calibrated high performance system Heavy-Duty disc w/anti-lock break system

Steering: Electric Power Assist Steering (Heavy Duty)

Alternator: Heavy - Duty 220 Amp

Battery: Heavy-Duty 750 CCA

Other Mechanical: Cooling System - Heavy Duty, large high volume radiator, engine oil cooler and transmission oil cooler
Engine Hour Meter
Power-train mounts - Heavy-Duty

EXTERIOR:

Tires: P245/55R18 A/S BSW

Wheels: Heavy Duty 18" Steel

Door Handles: Rear Door Handles Inoperable and Hidden Door Lock Plunger

Glass: Solar-Tinted 1st row; Privacy Glass 2nd and 3rd row

Headlights: Projector Halogen; Front Headlight Lighting Solution Housing/Clear

Tail Lamps: LED Taillight Lighting Soutlion

Mirrors: Heated Sideview Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors

INTERIOR:

Flooring: Heavy Duty Vinyl

Key: Fleet Key Factory Remote Keyless Entry System

Pedals: Power adjustable

Speedometer: Certified

Steering Wheel: Tilt Steering Column

Door Locks: Power

Climate Control: Single Zone Manual

Seats: Front- Heavy Duty Cloth -Bucket - Driver 6 way power-adjustable with manual lumbar.
Rear - 60/40 Split Vinyl

Windows: Power, 1-touch Up/Down Driver-Side
Rear window power delete, operable from front driver side

Other Interior Features: Column Shifter

Police Upfit Friendly: Consistent 9-inch space between driver and passenger seats for aftermarket consoles
Noise Suppression Bands

Safety/Security: Tire Pressure Monitoring System (TPMS)
SOS Post-Crash Alert System
Battery saver feature
LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
Anti-Lock Brakes (ABS) with Traction Control accessory Delay
75-mph Rear End Crash Tested

Airbags Front
Side Impact
Safety Canopy with rollover sensor

Radio: AM/FM /CD /MP3 Capable /Clock/ 6 speakers

Options: Black/White Exterior with factory Turnkey "Police" Vinyl Word Wrap

Overhead Console

Driverside Wheelen LED Spotlight

Jotto Console with armrest floorplate JD-#425-6411

Ford Utility Equipment Console-Contour(2013+) #AP-425-6193

Master Com Siren with Mic, Airhorn, 9 Level Light Control (C3-3892L6S)

100W Compact Speaker

Two (2) Wheelen 3 1/2" extend led fog lights Red/Blue (WH-PAR28)

Jetto 1/2 Cage Partition (Part 475-0318)

Wheelen MBFX11JJ Mirror Beams for SUV in Red/Blue

Dome Light Red/White in Cargo Area

Sync

Heated Side View Mirrors

Additional: Furnish and install VHF Radio Antenna with coax (FREQ 155.715)

CODE 3 Lightbar 21TRPL47 W/TRS9 LED Modules RB with
Traffic Director, CONFIG: C43038

ABS Duel Cup Holder Faceplate Mount (JD-425-3704)

Code 3 XT6 Red/Blue Lower Center Each Side Rear Window (C3-XT6BR)

Setina PB450-L with PB5

Hideablast Corner LED Red 1 Each Side Brakelight C3-HB915R

Hideablast Corner LED Red/Blue One For Each Side Front Lights

Code 3 Citadel Lighting for Rear in Red/Blue

Code 3 MR6 Lighthouse Surface/Flush Mount (Red) for Rear Bumper
Reflector Slot on Drivers Side and One(Blue) for Passenger Side

Motorola XPR-4550 (programmed)

Kustom Signals Raptor 1 Duel K-Band with Directional and Same
Lane Mode

Warranty:

5 Year Parts and Labor Warranty on Installed Equipment

Bid Sheet Page 1
POLICE SUV AWD

Description: 2014 Police Interceptor Utility SUV AWD or equivalent.

		YES	NO
MECHANICAL:			
Emissions:	Federal Requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine and Drive Train:	3.7L Ti-VCT V6 FFV Engine or equivalent. AWD Drive-Train	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transmission:	6-speed automatic, exclusively police calibrated for for maximum acceleration and faster losing speeds.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Suspension:	Independent front and rear suspensions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brakes:	Police calibrated high performance system Heavy-Duty disc w/anti-lock break system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steering:	Electric Power Assist Steering (Heavy Duty)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alternator:	Heavy - Duty 220 Amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery:	Heavy-Duty 750 CCA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Mechanical:	Cooling System - Heavy Duty, large high volume radiator, engine oil cooler and transmission oil cooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Engine Hour Meter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Power-train mounts - Heavy-Duty	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXTERIOR:			
Tires:	P245/55R18 A/S BSW	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheels:	Heavy Duty 18" Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Door Handles:	Rear Door Handles Inoperable and Hidden Door Lock Plunger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Glass:	Solar-Tinted 1st row; Privacy Glass 2nd and 3rd row	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Headlights:	Projector Halogen; Front Headlight Lighting Solution Housing/Clear FORD HEADLIGHT PREP W/ HEADLIGHT WIG-WAG	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tail Lamps:	LED Taillight Lighting Soution	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mirrors:	Heated Sideview Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors (CONVEX SPOT MIRRORS) W/O BLISS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INTERIOR:			
Flooring:	Heavy Duty Vinyl	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Key:	Fleet Key Factory Remote Keyless Entry System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pedals:	Power adjustable	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Speedometer:	Certified	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steering Wheel:	Tilt Steering Column	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Door Locks:	Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Climate Control:	Single Zone Manual	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seats:	Front- Heavy Duty Cloth -Bucket - Driver 6 way power-adjustable with manual lumbar. Rear - 60/40 Split Vinyl	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Windows:	Power, 1-touch Up/Down Driver-Side Rear window power delete, operable from front driver side	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Interior Features:	Column Shifter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Upfit Friendly:	Consistent 9-inch space between driver and passenger seats for aftermarket consoles Noise Suppression Bands	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Safety/Security:	Tire Pressure Monitoring System (TPMS) SOS Post-Crash Alert System Battery saver feature LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations Anti-Lock Brakes (ABS) with Traction Control accessory Delay 75-mph Rear End Crash Tested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Airbags	Front	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Side Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Safety Canopy with rollover sensor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radio:	AM/FM /CD /MP3 Capable /Clock/ 6 speakers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Options:	Black/White Exterior with factory Turnkey "Police" Vinyl Word Wrap	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Overhead Console	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Driveside Wheelen LED Spotlight	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Jotto Console with armrest floorplate JD-#425-6411	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Utility Equipment Console-Contour(2013) #AP425-6193	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Master Com Siren with Mic, Airhorn, 9 Level Light Control (C3-3892L6S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	100W Compact Speaker	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Two (2) Whelen 3 1/2" extend led fog lights Red/Blue (WH-PAR28)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Jetto 1/2 Cage Partition (Part 475-0318)

✓

Wheelen MBFX11JJ Mirror Beams for SUV in Red/Blue

✓

Dome Light Red/White in Cargo Area

✓

Sync *BASIC*

✓

Heated Side View Mirrors

✓

Additional:

Furnish and install VHF Radio Antenna with coax (FREQ 155.715)

✓

CODE 3 Lightbar 21TRPL47 W/TRS9 LED Modules RB with Traffic Director, CONFIG: C43038

✓

ABS Duel Cup Holder Faceplate Mount (JD-425-3704)

✓

Code 3 XT6 Red/Blue Lower Center Each Side Rear Window (C3-XT6BR)

✓

Setina PB450-L with PB5

✓

Code 3 Citadel Lighting for Rear in Red/Blue

✓

Hideablast Corner LED Red 1 Each Side Brakelight C3-HB915R

✓

Hideablast Corner LED Red/Blue 1 For Each Side Front Lights

✓

Code 3 MR6 Lighthouse Surface/Flush Mount (Red) for Rear Bumper Reflector Slot on Drivers Side and One(Blue) for Passenger Side

✓

Motorola XPR-4550 (programmed)

✓

Kustom Signals Raptor 1 Duel K-Band with Directional and Same Lane Mode

✓

Warranty:

5 Year Parts and Labor Warranty on Installed Equipment

✓

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

(Must Accompany Bid)

State of OKLA

County of OKLA

KENNY DAVIS, being first duly sworn, deposes and says that:

- (1) He is GOVT SALES MGR of BOB HURLEY FORD, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its offices, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposal Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Kenny Davis
GOVERNMENT SALES MGR
(Title)

Subscribed and sworn to before me this 9th day of APRIL, 2014. My Commission expires: 4-15-15.

Delene Stubbs
Notary Public



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA \ < SS: PITTsburg COUNTY /

_____ of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid.

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this 9th day of APRIL 2014.

Kenny Davis



Delene Stubbs
(Notary Public)

My commission expires: 4-15-15

APRIL 8, 2014

TO: CITY OF MCALESTER
IN RE: BID FOR (3) NEW POLICE SUV AWD VEHICLES

PLEASE ACCEPT THIS BID FOR (3) NEW 2014 POLICE SUV AWD
VEHICLES WITH SEPCIFIED EQUIPMENT (SEE BID SHEET)

DELIVERY ESTIMATE IS 10 TO 12 WEEKS

BID IS GOOD FOR 30 DAYS

PRICE PER UNIT WITH FACOTRY EQUIPMENT.....	\$31,988.00
UPFIT PRICING PER VEHICLE PER BID REQUEST.....	\$13,660.00
TOTAL BID PRICE PER VEHICLE.....	\$45,648.00
TOTAL BID PRICE FOR (3).....	\$136,944.00

THANK YOU FOR THIS OPPORTUNITY

MARK DEJACIMO
GENERAL SALES MANAGER
FREEDOM FORD
MCALESTER, OK.



Speedometer:	Certified	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steering Wheel:	Tilt Steering Column	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Door Locks:	Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Climate Control:	Single Zone Manual	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seats:	Front- Heavy Duty Cloth -Bucket - Driver 6 way power-adjustable with manual lumbar. Rear - 60/40 Split Vinyl	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Windows:	Power, 1-touch Up/Down Driver-Side Rear window power delete, operable from front driver side	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Interior Features:	Column Shifter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Upfit Friendly:	Consistent 9-inch space between driver and passenger seats for aftermarket consoles Noise Suppression Bands	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Safety/Security:	Tire Pressure Monitoring System (TPMS) SOS Post-Crash Alert System Battery saver feature LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations Anti-Lock Brakes (ABS) with Traction Control accessory Delay 75-mph Rear End Crash Tested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Airbags	Front	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Side Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Safety Canopy with rollover sensor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radio:	AM/FM /CD /MP3 Capable /Clock/ 6 speakers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Options:	Black/White Exterior with factory Turnkey "Police" Vinyl Word Wrap	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Overhead Console	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Driverside Wheelen LED Spotlight	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Jotto Console with armrest floorplate JD-#425-6411	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Utility Equipment Console-Contour(2013) #AP425-6193	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Master Com Siren with Mic, Airhorn, 9 Level Light Control (C3-3892L6S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	100W Compact Speaker	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Two (2) Whelen 3 1/2" extend led fog lights Red/Blue (WH-PAR28)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Bid Sheet Page 1
POLICE SUV AWD

Description: 2014 Police Interceptor Utility SUV AWD or equivalent.

MECHANICAL:

		YES	NO
Emissions:	Federal Requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine and Drive Train:	3.7L Ti-VCT V6 FFV Engine or equivalent. AWD Drive-Train .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transmission:	6-speed automatic, exclusively police calibrated for for maximum acceleration and faster losing speeds.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Suspension:	Independent front and rear suspensions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brakes:	Police calibrated high performance system Heavy-Duty disc w/anti-lock break system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steering:	Electric Power Assist Steering (Heavy Duty)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alternator:	Heavy - Duty 220 Amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery:	Heavy-Duty 750 CCA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Mechanical:	Cooling System - Heavy Duty, large high volume radiator, engine oil cooler and transmission oil cooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Engine Hour Meter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Power-train mounts - Heavy-Duty	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXTERIOR:			
Tires:	P245/55R18 A/S BSW	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheels:	Heavy Duty 18" Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Door Handles:	Rear Door Handles Inoperable and Hidden Door Lock Plunger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Glass:	Solar-Tinted 1st row; Privacy Glass 2nd and 3rd row	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Headlights:	Projector Halogen; Front Headlight Lighting Solution Housing/Clear	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tail Lamps:	LED Taillight Lighting Soutlion	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mirrors:	Heated Sideview Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INTERIOR:			
Flooring:	Heavy Duty Vinyl	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Key:	Fleet Key Factory Remote Keyless Entry System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pedals:	Power adjustable	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Jetto 1/2 Cage Partition (Part 475-0318)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Wheelen MBFX11JJ Mirror Beams for SUV in Red/Blue	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Dome Light Red/White in Cargo Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Sync	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Heated Side View Mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Additional:	Furnish and install VHF Radio Antenna with coax (FREQ 155.715)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	CODE 3 Lightbar 21TRPL47 W/TRS9 LED Modules RB with Traffic Director, CONFIG: C43038	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	ABS Duel Cup Holder Faceplate Mount (JD-425-3704)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Code 3 XT6 Red/Blue Lower Center Each Side Rear Window (C3-XT6BR)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Setina PB450-L with PB5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Code 3 Citadel Lighting for Rear in Red/Blue	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Hideablast Corner LED Red 1 Each Side Brakelight C3-HB915R	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Hideablast Corner LED Red/Blue 1 For Each Side Front Lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Code 3 MR6 Lighthouse Surface/Flush Mount (Red) for Rear Bumper Reflector Slot on Drivers Side and One(Blue) for Passenger Side	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Motorola XPR-4550 (programmed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Kustom Signals Raptor 1 Duel K-Band with Directional and Same Lane Mode	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Warranty:	5 Year Parts and Labor Warranty on Installed Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

(Must Accompany Bid)

State of OKLAHOMA

County of PITTSBURG

WANDA MOORE, being first duly sworn, deposes and says that:

- (1) He is MARK DE JACIMO of FREEDOM FORB, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its offices, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposal Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

Mark De Jacimo
City of McAlester, Oklahoma

Subscribed and sworn to before me this 08th day of April, 2014 My
Commission expires: 08/25/2015.

Wanda D. Moore
Notary Public





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 22, 2014</u>	Item Number:	<u>16</u>
Department:	<u>Community & Economic Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Leroy Alsup</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>April 16, 2014</u>	Exhibits:	<u>1</u>

Subject

Consideration and action to grant a \$26,400 grant from the City's Economic Development Fund (30-5652402) to the City's General Fund to pay the Building Permit Fee for the McAlester Foundation on the 82,500 sq. ft. Berry Plastic Warehouse Project.

Recommendation

Motion to approve and to grant a \$26,400 grant from the City's Economic Development Fund (30-5652402) to the City's General Fund to pay the Building Permit Fee for the McAlester Foundation on the 82,500 sq. ft. Berry Plastic Warehouse Project.

Discussion

McAlester Foundation/Berry Plastics Warehouse Project (82,500 sq. ft.). The Foundation is constructing the new warehouse. Berry Plastics will lease the new warehouse with an option to acquire.

- Capital Investment
 - Infrastructure Investment- McAlester Foundation- \$3M in Warehouse Construction
 - Capital Equipment- Berry Plastics- Approximately \$18M in Equipment & Bldg Improvements
- New Job Creation- 25 new positions with average annual compensation of \$36,700 (without bonus or benefits)
- Additional Annual Payroll- \$917,500

1. Preliminary Survey of Berry Plastic Site showing location of new warehouse addition.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	04/16/2014
City Manager	P. Stasiak		04/16/2014



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 22, 2014</u>	Item Number:	<u>15</u>
	<u>Community & Economic Development</u>		
Department:		Account Code:	<u>N/A</u>
Prepared By:	<u>Leroy Alsup</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>April 15, 2014</u>	Exhibits:	<u>4</u>

Subject

Consideration and action to approve and to authorize the execution of a Professional Services Agreement with LandPlan Consultants, Inc. for Grant Administration; Trail Design and Construction Services for the Oklahoma Tourism and Recreation Department (OTRD) Belmont Trail Grant Project.

Recommendation

Motion to approve and to authorize the execution of a Professional Services Agreement with LandPlan Consultants for Grant Administration; Trail Design and Construction Services for the Oklahoma Tourism and Recreation Department (OTRD) Belmont Trail Grant Project.

Discussion

The Oklahoma Tourism and Recreation Department (OTRD) awarded the City of McAlester a \$160,000 Trails Program Grant for the Belmont Trail Project. The Belmont Trail goes from McArthur Lane to the existing trail in Will Rogers Park. It will be an asphalt trail, 1969' long by 10' wide with an ADA accessible bridge. Under the amended budget, the City of McAlester is required to provide \$39,514 in Cash Match and \$31,067 in-Kind Match (\$70,581 Total).

LandPlan Consultants is the firm that was used by the City to develop the Master Trails Plan for McAlester and the subsequent application for this Belmont Trail Project Grant. LandPlan has completed a lot of trails and park planning in the Great Tulsa area and has maintained a quality reputation.

Pursuant to O.S. §, 61- 62J all political subdivisions of the state shall select consultants based upon the professional qualifications and technical experience of the consultant. The subdivision shall negotiate a contract with the highest qualified consultant.

Attachments:

1. Belmont Trail Grant Project Budget
2. OTRD Recreation Trails Project Agreement for the Belmont Trail Grant Project.
3. Belmont Trail Phase I Drawing
4. Professional Services Agreement with LandPlan Consultants, Inc.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	<u>04/15/2014</u>
City Manager	P. Stasiak		<u>04/15/2014</u>

Oklahoma State Parks					
Oklahoma Tourism and Recreation Department					
Recreation Trails Program Grant Application					
City of McAlester Belmont Trail Project					
Financial Profile					
Amended Project Budget 4-14-2014					
Source of Funds	Grant Request	Cash Match	In-Kind Match	Total	
Recreational Trails Grant	\$160,000	\$0	\$0	\$160,000	69.4%
Applicant (City of McAlester)	\$0	\$39,514 ¹	\$31,067	\$70,581	30.6%
Totals	\$160,000	\$39,514	\$31,067	\$230,581	100.0%
Use of Funds					
I. Project Materials/ Construction					
Double Sided Sign Frame	\$2,240	\$560	\$0	\$2,800	
Removable Bollards	\$2,880	\$720	\$0	\$3,600	
Concrete Trail Ramp	\$2,080	\$520	\$0	\$2,600	
Bale Barriers/Silt Fence	\$3,456	\$864	\$0	\$4,320	
Solid Slab Sodding	\$3,680	\$920	\$0	\$4,600	
Aggregate Base Type A	\$11,794	\$2,948	\$0	\$14,742	
Asphalt Concrete Type B	\$0	\$0	\$25,067	\$25,067	
12" RCP & End Section	\$1,536	\$384	\$0	\$1,920	
Aluminum Signs and Posts	\$3,308	\$827	\$0	\$4,135	
Traffic Stripe (Paint and Plastic)	\$1,016	\$254	\$0	\$1,270	
Bridge	\$48,000	\$12,000	\$0	\$60,000	
Selective Clearing	\$6,400	\$1,600	\$0	\$8,000	
Earthwork	\$16,000	\$2,000	\$0	\$18,000	
Removal of Existing Bridge	\$0	\$0	\$6,000	\$6,000	
Staking	\$1,600	\$400	\$0	\$2,000	
Traffic Control	\$800	\$200	\$0	\$1,000	
Mobilization	\$3,816	\$0	\$0	\$3,816	
Subtotal	\$108,606	\$24,197	\$31,067	\$163,870	
II. Other					
10% Contingency	\$10,464	\$2,616	\$0	\$13,080	
III. Design & Professional Services					
Design/Engineering	\$18,298	\$10,038 ¹	\$0	\$28,336	
Topographic Design Survey	\$2,000	\$500	\$0	\$2,500	
Construction Administration	\$12,132	\$2,163	\$0	\$14,295	
Grant Administration	\$8,500	\$0	\$0	\$8,500	
Subtotal	\$40,930	\$12,701	\$0	\$53,631 ¹	
GRANT TOTAL	\$160,000	\$39,514	\$31,067	\$230,581	
¹ The negotiated Professional Services Agreement with LandPlan Consultants exceeded the original grant budget for Design & Professional Services by \$5,463.					
Per Mr. Franklin with LandPlan Consultants- The geotech services were not included in the original grant budget; and the cost for bridge design has increased since we can not use a prefab bridge as originally planned.					

RECREATIONAL TRAILS PROGRAM
PROJECT AGREEMENT

This Project Agreement is entered into by and between the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department and the City of McAlester, the Project Sponsor.

Federal Project Number NRT-2013 (100) State Project Number 13-14
Project Sponsor City of McAlester
Project Name: McAlester Belmont Trail
Project Period: March 2014 – December 2015
Approved Federal Funds \$160,000
Local Funds \$65,118
Total Project Cost \$225,118

In consideration for the matching grant funds provided by the State of Oklahoma, the Project Sponsor agrees to perform the work identified in the project scope and agrees to comply with all of the requirements noted in this agreement. As a part of this project, a sign recognizing the Recreational Trails Program (RTP) must be installed at the trail facility. This facility shall remain open to the public for a period not less than twenty-five years. In the event that a facility funded through the RTP becomes unusable as a recreation facility and/or does not remain open to the public, the project sponsor will be obligated to pay back federal funds received. Cash will be due within 90 days of closure.

PROJECT SCOPE:

Construct an asphalt trail, 1969' long and 10' wide. Project also to include ADA accessible bridge, fencing, sodding, and signage.

Cost estimate will be used as submitted.

Environmental Categorical Exclusion Approved

This Proposal is not intended to include those projects or actions which would cause significant environmental impacts, affect wetland areas or require dredging or filling within the channel of a navigable waterway. The project will not affect significant archaeological or historical resources as determined by the State Historic Preservation officer and the Oklahoma Archeological Survey.

The undersigned Project Sponsor does hereby agree and accept the same responsibility and obligations set out in the herein described project and to the same extent and in the same manner, including all requirements, as does the State of Oklahoma. The undersigned Project Sponsor of the State of Oklahoma further understands, agrees, and accepts that this project is not effective and no costs should be incurred until this Project Agreement has been duly executed by the State of Oklahoma and the said Project Sponsor on the herein described project until it has received said notification by the State.

The Project Sponsor Agrees to comply with the terms and intent of the following:

1. Equal Opportunity Clause (41 CFR 60-1.4);
2. Nonsegregated Facilities Statement (41 CFR 60-1.8);
3. Notice of Requirement for Affirmative Action (41 CFR 60-4.2);

4. Standard Federal Equal Employment Opportunity Specifications (41 CFR 60-3);
5. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646);
6. Facility designs must be in accordance with the Architectural Barriers Act of 1968 (P. L. 90-480 as amended through 1978), and the Americans With Disabilities Act (ADA) (P. L.101-336, 1990).
7. Civil Rights Assurance of Compliance
8. Compliance Report Title VI Civil Rights Act of 1964
9. Assurances Construction Programs/Assurances Non-construction Programs
10. Debarment and Suspension Agreements
11. Flood Disaster Protection Act of 1973 (P.L. 93-234); and all applicable regulations and procedures implementing these Acts.
12. Public Law 100-463 (H.R. 4781) Any contract work that is \$50,000 or over must be put out to bid.
13. Sponsor agrees to complete the project within two (2) years. Failure to complete the project within two years may result in forfeiture of any unexpended balance of funds.
14. Sponsor shall submit reimbursement requests on a periodic basis in accordance with the budget submitted and Program requirements.

This Agreement incorporates the provisions of the Transportation Equity Act for the 21st Century (TEA-21), under federal statutes 23 U.S.C. 206.

STATE OF OKLAHOMA

PROJECT SPONSOR

BY _____

BY *Peter Stasiak*

TITLE State Liaison Officer

Peter Stasiak - City Manager
NAME & TITLE

DATE _____

DATE 3-18-14

If any person other than the Project Sponsor named above will be submitting for reimbursements and signing the Outlay Report for the Project Sponsor, that person must also sign and date below.

BY _____

BY _____

NAME & TITLE _____

NAME & TITLE _____

DATE _____

DATE _____

NOTICE OF PUBLIC HEARING

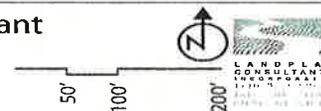
A Public Hearing has been set for
Tuesday November 27, 2012
5:00 p.m.

With the Trail Master Plan Steering Committee at:
City Hall Council Chambers
28 E. Washington, Ave., McAlester, Oklahoma

This meeting is for the review of the Belmont Trail Project which connects to Will Rogers Park. The Belmont Trail Plan shown below is the result of the McAlester Citywide Trails Master Plan created with input from the General Public, Steering Committee and City Staff. The City Council approved the Citywide Trails Master Plan on June 26, 2012.



Oklahoma Recreational Trails Grant
McAlester Belmont Trail
McAlester, Oklahoma
October 2012



**GRANT ADMINISTRATION; DESIGN AND CONSTRUCTION SERVICES AGREEMENT
FOR**

OTRD BELMONT TRAIL GRANT PROJECT

FOR THE

CITY OF MCALESTER

THIS AGREEMENT, made and entered into this ____ day of _____, 2014 between the City of McAlester, Oklahoma, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as CITY, and LandPlan Consultants, Inc., hereinafter referred to as LANDSCAPE ARCHITECT.

WITNESSETH:

WHEREAS, CITY intends to construct the OTRD Belmont Trail Grant Project; hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, LANDSCAPE ARCHITECT is prepared to provide such SERVICES;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION. CITY shall pay LANDSCAPE ARCHITECT in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 STANDARD OF PERFORMANCE. LANDSCAPE ARCHITECT shall perform the SERVICES undertaken in a manner consistent with the prevailing standard and with the applicable laws and regulations of the State of Oklahoma published and in effect at the time of performance of the SERVICES. All landscape architectural work shall be performed by or under the supervision of a LANDSCAPE ARCHITECT licensed in the State of Oklahoma, and properly qualified to perform such landscape architectural services, which qualification shall be subject to review by CITY.
- 5.0 LIMITATIONS OF RESPONSIBILITY.
- 5.1 LANDSCAPE ARCHITECT shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 6.0 OPINIONS OF COST AND SCHEDULE.

6.1 Since LANDSCAPE ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, LANDSCAPE ARCHITECT's cost estimates shall be made on the basis of qualification and experience as a Professional Landscape Architect.

6.2 Since LANDSCAPE ARCHITECT has no control over the resources provided by others to meet construction contract schedules, LANDSCAPE ARCHITECT's forecast schedules shall be made on the basis of qualification and experience as a Professional Landscape Architect.

7.0 LIABILITY AND INDEMNIFICATION.

7.1 LANDSCAPE ARCHITECT shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY including but not limited to claims, costs, or other expenses where such liability is caused solely by the negligent act, error, or omission of LANDSCAPE ARCHITECT or any person or organization for whom LANDSCAPE ARCHITECT is legally liable. Nothing in this paragraph shall make the LANDSCAPE ARCHITECT liable for any damages caused by the CITY, any other Contractor of the CITY or any other party.

7.2 LANDSCAPE ARCHITECT shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, loss of use or loss of anticipated profits.

8.0 COMPLIANCE WITH LAWS.

8.1 In performance of the SERVICES, LANDSCAPE ARCHITECT shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. LANDSCAPE ARCHITECT shall procure the permits, certificates, and licenses necessary to allow LANDSCAPE ARCHITECT to perform the SERVICES. LANDSCAPE ARCHITECT shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to LANDSCAPE ARCHITECT in Attachment B, SCOPE OF SERVICES.

8.2 The LANDSCAPE ARCHITECT shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the operation of the LANDSCAPE ARCHITECT is not a program or activity of the CITY OF MCALESTER. The LANDSCAPE ARCHITECT agrees that its operation will comply with the requirements of the Americans with Disabilities Act. Any costs of such compliance will be the responsibility of the LANDSCAPE ARCHITECT. Under no circumstances will LANDSCAPE ARCHITECT conduct any operation, which it deems to not be in compliance with the Americans with Disabilities Act.

9.0 INSURANCE.

9.1 During the performance of the SERVICES under this AGREEMENT, LANDSCAPE ARCHITECT shall maintain the following insurance:

9.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- 9.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
- 9.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 9.1.4 Professional Liability Insurance with \$1,000,000 limits; with prior acts endorsement for the insurance to remain in effect for two years after CITY acceptance of the PROJECT
- 9.2 LANDSCAPE ARCHITECT shall furnish CITY certificates of insurance.
- 10.0 CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 11.0 OWNERSHIP AND REUSE OF DOCUMENTS.
- 11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.
- 11.2 CITY'S reuse of such documents without written verification or adaptation by LANDSCAPE ARCHITECT for the specific purpose intended will be at CITY'S risk.
- 12.0 TERMINATION OF AGREEMENT.
- 12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 12.2 CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to LANDSCAPE ARCHITECT; and LANDSCAPE ARCHITECT shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay LANDSCAPE ARCHITECT for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION and a reasonable amount for closing out the project. Upon restart of a suspended project, payment shall be made to LANDSCAPE ARCHITECT in accordance with Attachment D, COMPENSATION, plus reasonable expenses.
- 13.0 NOTICE.
- 13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.
- 13.1.1 To LANDSCAPE ARCHITECT: LandPlan Consultants, Inc.
1110 W 23rd Street
Tulsa, OK 74107
Attn. Keith Franklin
- 13.1.2 To CITY: Cora Middleton, City Clerk
City of McAlester

28 E. Washington
McAlester, OK 74502
Attn. Peter Stasiak

- 13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LANDSCAPE ARCHITECT and CITY.
- 14.0 UNCONTROLLABLE FORCES. Neither CITY nor LANDSCAPE ARCHITECT shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or LANDSCAPE ARCHITECT under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 15.0 SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
- 16.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C and D and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. Only a written instrument signed by each of the Parties may amend this AGREEMENT.
- 17.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City Manager and the Landscape Architect for resolution. If they are unable to resolve the dispute, the matter may, in the Landscape Architect's discretion, be referred to the Mayor and the City Council for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 18.0 ASSIGNMENT. LANDSCAPE ARCHITECT shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent LANDSCAPE ARCHITECT from employing such independent consultants, associates, and subcontractors as LANDSCAPE ARCHITECT may deem appropriate to assist LANDSCAPE ARCHITECT in the performance of the SERVICES hereunder.
- 19.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by CITY, and any plans, specifications or work products not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT will meet with the City staff initially and monthly thereafter.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City of McAlester.

LandPlan Consultants, Inc.

Keith R. Franklin, President

Date _____

APPROVED: City of McAlester, OK

Mayor

Date

APPROVED AS TO FORM:

City Attorney

Date

ATTEST:

City Clerk

Date

ATTACHMENT A

SCOPE OF PROJECT

**GRANT ADMINISTRATION; DESIGN AND CONSTRUCTION SERVICES AGREEMENT
FOR
OTRD BELMONT TRAIL GRANT PROJECT
FOR THE
CITY OF MCALESTER**

- 01 **SCOPE OF PROJECT:** The PROJECT shall consist of providing grant administration, preparing trail design and construction documents for the 2012 OTRD Recreation Trail Grant for the Belmont Trail. The total estimated budgeted for the project is projected \$225,118.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B

SCOPE OF SERVICES

GRANT ADMINISTRATION; DESIGN AND CONSTRUCTION SERVICES AGREEMENT FOR OTRD BELMONT TRAIL GRANT *PROJECT* FOR THE CITY OF MCALESTER

The following scope of services for the 2012 OTRD Recreation Belmont Trail Project is itemized in accordance with the respective phase of the project. Upon confirmation of notice to proceed with Initial Phase from the CITY, the LANDSCAPE ARCHITECT shall commence with professional services identified for that Phase. Services detailed under subsequent phases shall commence only upon proper notification to proceed from the City.

Project Understanding: It is our understanding that City wishes to construct The PROJECT. The LANDSCAPE ARCHITECT shall prepare preliminary design drawings, final design drawings; provide bidding, construction phase and grant administration services. The work tasks for the scope of services are listed below.

SCOPE OF SERVICES

Preliminary Design Phase

1. Meet with the City to develop a design program for the corridor
2. Provide topographic survey through local surveyor
3. Provide geotechnical borings for bridge and pavement section recommendations through Geotech company
4. Prepare a preliminary plan set including
 - a. Title sheet
 - b. Survey data sheet
 - c. Typical details/sections
 - d. General notes and pay quantities
 - e. Summary of quantities
 - f. Summary schedules
 - g. Key map
 - h. Layout/grading plans
 - i. Demo Plans
 - j. Bridge GPE Sheets by registered structural engineer
 - k. Detail Plan Sheets
 - l. Sign details
 - m. Cost estimate
5. Review with City/prepare minutes
6. Provide grant administration

Final Design Phase

1. Prepare a Stormwater Pollution Prevention Plan
2. Prepare layout/geometric plans

3. Prepare a final plan set and specifications based on review comments by the City- Bid Specifications shall ensure that the contractor complies with the with the applicable laws and regulations of the State of Oklahoma published and in effect at the time of performance of the SERVICES; inclusive of but not limited to the terms and intent of the laws and regulations as identified in the OTRD Recreational Trails Program Project Agreement for the McAlester Belmont Trail Project.
4. Prepare project manual using LandPlan EJCDC No. 1910-8 (1996 Edition) standard template
5. Revise cost estimate
6. Reviews with the City, prepare minutes
7. Revise plans specification and bid documents based on comments
8. City review
9. Plot and print bidding documents (11x17 plan format)
10. Complete Required Environmental Review Documentation for Project.
11. Provide grant administration

Bidding Services

1. Facilitate a pre-bid conference
2. Answer contractor's questions during bidding period
3. Prepare and issue addenda/answer questions
4. Review bids and prepare a bid tabulation.
5. Prepare a written recommendation for award of the contract
6. Provide grant administration

Construction Services Phase The Landscape Architect will provide the following construction phase services for the duration of the construction period, which is estimated at 45 calendar days for substantial completion and 75 days for final completion:

1. Construction Administration: Landscape Architect shall provide the construction administration for the duration of the construction period, which is estimated at 45 calendar days for substantial completion and 75 days for final completion. Construction Administration services are summarized below:
 - a. Pre-Construction Conference. Conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
 - b. Make 6 site visits to review work in progress.
 - c. Construction Progress Meetings. The Landscape Architect shall coordinate progress and coordination meetings necessary during the Project. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of every two weeks during the Project and as often as weekly during critical phases of any work.
 - d. Shop Drawing Coordination. Review all shop drawings associated with the construction.
 - e. Pay Estimates. Review and process construction pay estimates and make recommendations for each.
 - f. Contractor's Schedule. Review and make comments on the contractor's proposed construction schedules.
 - g. Contractor's Claims. Evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
 - h. Change Orders. Evaluate and prepare change orders necessary for the Project and make recommendation to Owner.
 - i. Visual Documentation. Compile pre-construction and construction photographic documentation of the Project.

- j. Pre-Final Inspections. Conduct substantial completion walk through with the contractor and prepare the necessary punch lists for distribution.
- k. Final Inspections. Conduct the final inspections after completion of the punch lists by the contractors.
- l. Acceptance. Review all contractual requirements of the contractor and recommend Project acceptance to the Owner upon satisfactory completion.
- m. Provide grant administration

2. Quality Assurance Testing Services

The Landscape architect shall coordinate Quality Assurance Testing with the CITY in accordance with the ASTM specifications for this type of project."

A laboratory test report shall be submitted for each test and shall contain:

- The project number
- The date, time, and location of the material sample to be tested
- The date of the test
- Laboratory report numbers
- The location of the test
- Results of the test
- The specified allowable range of test results
- A designation of "pass" or "fail" for each test

Tests include the following and others as may be required by the CITY. Testing will be paid for by the CITY. Failed tests will be paid by the contractor.

Quality Assurance Testing Schedule

Item No.	AASHTO	Description
1	T22, 23	Concrete Cylinders (Includes slump, air content, temp, making, storing, testing, 4 cylinders)
2	T238, 239	Field Density of Backfill and Bedding (each)
3	T246	HVEEM on Asphalt Concrete (each) (Type A and B)
4		Asphalt Concrete Cores (each)
5	T99	Proctor Test (each) (Bedding, unclassified Exc., Struc. Backfill)
6	T88	Sieve Analysis (each) (Fine and Course Aggregate)

- 3. Construction Services Contingency: Should the contractor fail to complete the Project in the contracted construction period (as identified herein and in the bid documents of the Project), the Landscape Architect shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate the Landscape Architect for all duties performed.

ATTACHMENT C

RESPONSIBILITIES OF THE CITY

**GRANT ADMINISTRATION; DESIGN AND CONSTRUCTION SERVICES AGREEMENT
FOR
OTRD BELMONT TRAIL GRANT PROJECT
FOR THE
CITY OF MCALESTER**

Responsibilities of the City. The CITY agrees:

Reports, Records, Information, Etc. To furnish, as required by the work, and not at expense to the LANDSCAPE ARCHITECT:

1. Records, reports, studies, plans, drawings, digital engineering plans in ACAD format or other electronic format and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
2. Standard drawings and standard specifications if applicable.
3. Other plat maps showing property lines, utilities, easements, etc.
4. Name and physical address of all parks, schools and public facilities in a digital format.
5. Provide suitable base map or topographic information for use in the preparation of the conceptual trail design.

Access. Provide access to public and private property (where possible) when required in performance of LANDSCAPE ARCHITECT'S services.

Staff Assistance. Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.

1. Compile written summaries of workshops, meetings with CITY and the Advisory Committee in digital format
2. Provide reproduction and distribution of draft reports, final reports, and newsletters.
3. Furnish legal assistance as required in the preparation, review, and approval of the trails master plan and trails conceptual plan.
4. Determine ownership status of property identified as trail corridors in the trails master plan as requested.
5. Provide overall mapping of City property ownership within the City
6. Provide overall mapping for location of all easements within the City
7. Provide mailing of all meeting notices and facilities for meetings.

Review. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by LANDSCAPE ARCHITECT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANDSCAPE ARCHITECT.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT D

COMPENSATION

**GRANT ADMINISTRATION; DESIGN AND CONSTRUCTION SERVICES AGREEMENT
FOR
OTRD BELMONT TRAIL GRANT PROJECT
FOR THE
CITY OF MCALESTER**

COMPENSATION: The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each phase of work progresses; and within 14 calendar days of receipt of the invoice. LANDSCAPE ARCHITECT shall submit monthly invoices based upon an estimate of the proportion of the total services actually completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

Fees for the work tasks iterated in Attachment B will be provided for a total fee of \$ 53,630.50. Billing will be monthly based on the percentage of work complete during the billing cycle for the Preliminary/Final Design and Bidding Phases. Construction Phase services will be billed at current hourly rates plus reimbursable expenses. The Landscape Architect shall not exceed the total fee shown above without written authorization by the City. The total fee includes normal reimbursable expenses

Preliminary Design Phase	\$ 19,700.00
Final Design Phase	\$ 11,661.00
Bidding Phase	\$ 1,647.50
Construction Services Phase	\$ 12,122.00
Grant Administration	\$ 8,500.00

OTHER ADDITIONAL SERVICES: At the request of the CITY, the LANDSCAPE ARCHITECT will negotiate lump sum fees for any additional work not covered by this agreement, which may be required by the CITY.

1. Additional services due to significant changes in general scope or schedule of the project or its design including, but not limited to, changes in size, complexity or character of construction.
2. Sanitary Sewer Engineering
3. Right-of-Way Acquisition Assistance.
4. Utility Relocation Assistance.
5. Hydrology requirements/studies or special stormwater drainage design.
6. Special studies required for permits or approvals by agencies/departments
7. Additional ROW surveying
8. FEMA special requirements (CLOMR or other)

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 22, 2014</u>	Item Number:	<u>17</u>
Department:	<u>Community & Economic Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Leroy Alsup</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>April 16, 2014</u>	Exhibits:	<u>2</u>

Subject

Consideration and action to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions.

Recommendation

Motion to approve and to authorize the execution of a Professional Economic Development Consulting Services Agreement with Retail Attractions.

Discussion

City staff initially received full service retail/restaurant marketing and recruiting service agreement proposals from Retail Attractions out of Owasso, OK (\$40,750) and The Retail Coach out of Flower Mound, Texas (\$37,500). Both of these firms received glowing recommendations from both current and prior clients served.

After, visiting with Ada Jobs Foundation on their retail recruitment efforts, it was decided to develop a partnership approach. The two entities negotiated a scaled down retail/restaurant marketing and recruiting service agreement with Retail Attractions. Retail Attractions will provide the basic tools that we need such as trade area demographics; retail gap analysis and a one page (front/back) marketing piece with city market highlights. These documents from a third party professional will carry more weight with prospects than similar documents that we could produce in-house. In lieu of making cold calls on targeted retail/restaurant prospects, Retail Attractions will set-up meetings for the City of McAlester with the appropriate representatives. Finally, Retail Attractions will actively recruit retail targets identified by the City and represent the City of McAlester at retail conventions and meetings where we do not have a staff presence.

Attachments:

1. Contract Agreement with Retail Attractions for Professional Economic Development Consulting Services.
2. Excerpt of International Council of Shopping Centers (ICSC) 2014 Retail Real Estate Convention.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	<u>04/16/2014</u>
City Manager	P. Stasiak	_____	<u>04/16/2014</u>

**CONTRACT AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

STATE OF OKLAHOMA §
TULSA COUNTY §

PART I. PARTIES

THIS AGREEMENT is made on the ____ day of _____, in the year 2014, between the CITY OF MCALESTER, hereinafter called CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called CONSULTANT for consulting services in an effort to attract retailers and restaurants to the CITY, subject to the terms and conditions specified in this Agreement.

PART II. TERM OF AGREEMENT

CITY intends to contract CONSULTANT for professional economic development consulting services for a TWELVE (12) month period commencing on the date this Agreement is executed. This Agreement may be renewed for an additional twelve (12) month period upon the fees, terms and conditions agreed to in writing by both parties. However, CITY or CONSULTANT may terminate this Agreement as described in Part VII, Paragraph 1.

PART III. SCOPE OF SERVICES

CONSULTANT shall provide the following Services:

1. Research, identify, and validate CITY'S retail trade area and retail potential to private sector investors;
2. Provide bound market and trade area demographic information and opportunity gap (retail leakage) report to private sector developers, investors, retail and restaurants
3. Prepare one page (front/back) marketing piece with city market highlights for our use. This marketing piece will be provided to City staff and target developers and retailers. We will also provide staff, developers and retailers with a separate preliminary trade area map;
4. Represent city at May 2014 ICSC RECON shows in Las Vegas and other retail conferences and ICSC events, RETAIL Live! Events, etc.
5. Consult with City staff and/or any designated official(s) to identify target retail businesses that will meet the needs of the city(from leakage data);
6. Actively recruit retail targets identified and approved by the city and supported by data. Recruitment efforts will be through personal contact, mail, email, ICSC events, and development/industry contacts or events for twelve-months;
7. Consult with local landowners, city staff, private sector developers, retail and restaurant tenants, tenant representatives, brokers, to facilitate real estate and development issues;
8. Provide monthly updates to designated contact; and,

9. Retail Attractions, LLC will bid any specialized marketing materials, marketing videos, web updates or retail specific web sites under separate bid.
10. City will assist Retail Attractions in the identification of current retail inventory, sales tax data, building permit data, and any other pertinent information needed.
11. Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

PART IV. CONSULTANT'S FEES

CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

FEE SCHEDULE		
	Monthly Fee	Annualized
Monthly Retainer: Includes basic market analysis and opportunity gap analysis with summary; also covers costs of daily retail contacts, marketing on Retail Attractions website, future data updates, and marketing of local retail / commercial sites, interaction, meetings, conference calls with development staff, retailers, land owners, etc.	\$1,000.00	\$12,000.00
Production Bonus: NOT APPLICABLE TO CURRENT CONTRACT AGREEMENT Production Bonus will be in effect should CITY renew this Contract Agreement and will be applicable in future renewals. Production Bonus shall be paid per square foot of GLA (gross leasable area) of sales tax producing entity payable at CO issuance.	\$0.30 PSF	TBD
Travel and Expenses: CITY will pay CONSULTANT's travel expense and a per diem when any travel outside the Scope of Services is required. Subject to pre-approval by CITY.	TBD	TBD

PART V. CITY'S RESPONSIBILITIES

CITY shall:

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data, relative to CONSULTANT's Scope of Services.
2. Furnish to CONSULTANT, as required for performance of CONSULTANT'S Scope of Services (except to the extent provided otherwise in such Amendments as may hereafter be added to this Agreement), data prepared by CITY or obtained by CITY through prior marketing agreements.

3. CITY represents that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
4. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
5. Designate one or more representatives authorized to act in the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S Services except for those decisions or actions that must go before the CITY'S Board of Commissioner's for approval.

PART VI. NOTICES

Reports and notices shall be made by CONSULTANT to CITY'S representative:

Leroy Alsup
City of McAlester
1st and Washington
McAlester, Ok 74502

Reports and notices shall be made by CITY to CONSULTANT'S representative:

Rickey Hayes
Retail Attractions, LLC
12150 East 96th Street, Suite 104
Owasso, OK 74055

PART VII. MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause; however, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns. CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa County.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.

8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the City of McAlester, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.

9. Certificates of Insurance. Consultant shall furnish CITY certificates of insurance for General Liability; Professional Liability; Automobile Liability and Worker's Compensation Insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

CONSULTANT:

CITY OF McAlester, OKLAHOMA

RETAIL ATTRACTIONS, LLC

By: _____
Mayor

By: _____
Rickey Hayes, CEO

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Where the Industry Meets

RECON

THE GLOBAL RETAIL REAL ESTATE CONVENTION

2014

MAY 18-20

LAS VEGAS, NV

32,000 ATTENDEES

1,000 EXHIBITORS

3 DAYS OF DEAL MAKING

ALL AT THE LAS VEGAS

CONVENTION CENTER



#RECon14

PROGRAM

9 Reasons to Attend RECon

RECon is the world's largest retail real estate exhibition and conference and it is a must-attend event for shopping center industry executives, retailers, financial companies, and product and service suppliers. If you're in the shopping center industry, you can't afford not to attend RECon. When over 32,000 of the best and brightest in the industry come together, the opportunities are limitless.

1 Leasing Mall

Whether you're a shopping center owner looking to lease space in a new or existing shopping center or a retailer looking to expand into new markets, the Leasing Mall is the place where the deals get done! With over 900 of the world's largest shopping center development companies and retailers in attendance, the Leasing Mall is the most cost efficient means of doing business. You can visit with all the major companies in the industry and conduct a year's worth of business in just three days.

2 Marketplace Mall

The Marketplace Mall features over 300 product suppliers and service companies grouped together in one convenient location so that attendees can quickly and easily learn about the latest innovations to improve their profitability. Whether you are looking for signage, shopping carts, or solutions on how to engage consumers through social media, you can get the information you need at the Marketplace Mall.

3 U.S. MAXI Awards

The U.S. Shopping Center MAXI Awards, ICSC's marketing awards program, has been added to RECon in 2014! This exciting change will open the door for marketing professionals within the retail real estate industry to showcase their endeavors at RECon. The U.S. MAXI Awards honor innovative events, programs and technology that are vital to shopping center success.



4 Cities of the World Pavilion

The Cities of the World Pavilion will feature cities and municipalities as well as government and non-profit organizations that are looking to attract retail real estate development to communities throughout the world. Attendees can learn about all the incentives, inducements and development opportunities that exist in communities near and far.

5 Finance Pavilion

The Finance Pavilion is one convenient stop for attendees to meet with financial companies, banks and lenders to discuss incentives and financing opportunities that will make their development dreams come true.

6 Design Trends Exhibit

Today's dreams and tomorrow's realities are featured at the Design Trends Exhibit as shopping center owners, developers, architects and designers display their vision and latest concepts. Prominently located in high traffic areas throughout the Convention Center, a Design Trends Exhibit is an ideal way to expand your presence and drive traffic to your Leasing Mall exhibit.

7 Educational Focus

You spoke, we listened! New for 2014, educational content will be based on five major areas of focus: Retail, Leasing, Marketing, Capital Markets and Public/Private Partnerships.

8 ICSC Foundation Gala Dinner

Kick off RECon at the ICSC Foundation Gala Dinner. A who's who of retail real estate, this is your best opportunity to give back while entertaining your clientele at the highest level networking event. Join us at this private engagement for a night of laughs and networking with the comedy of Howie Mandel.

9 Continuing Education Credits

Don't miss out on RECon Academy providing in-depth educational classes on industry concepts. Attendees receive credit toward their ICSC continuing education.

A preview of RECon 2014 exhibitors & attendees.*

Visit www.icscrecon.org for the most up-to-date information.

RETAILER EXHIBITORS & ATTENDEES

7-Eleven, Inc.
99¢ Only Stores
Abercrombie & Fitch
Ace Hardware Corp.
Advance Auto Parts
Aeropostale
Ahold USA
Alco Stores, Inc.
Alex and Ani
AM Retail Group, Inc.
American Eagle Outfitters
American Multi-Cinema (AMC Realty, Inc.)
ANN INC.
Apple Inc.
Arby's Restaurant Group
ARCO Ampm TESORO
Arhaus Furniture
Aritzia
Art Van Furniture, Inc.
Ascena Retail Group
Ashland/Valvoline
Ashley Furniture HomeStores
AT&T Mobility
Auntie Anne's Inc.
AutoZone, Inc.
Balke Brown Transwestern
Bass Pro Shops
Bed Bath & Beyond Inc.
Belk, Inc.
Ben Bridge Jeweler, Inc.
Better World Books
Beverages & More!
Big 5 Sporting Goods
Big Lots
BJ's Restaurant & Brewhouse
Bloomin' Brands, Inc.
Bob Evans Farms Inc.
The Body Shop
Bojangles' Restaurants
The Bon-Ton Stores, Inc.
Bravo/Brio Restaurant Group
The Briad Group/Cups Frozen Yogurt
Bridgestone Retail Operations, LLC
Brinker International
Brooks Brothers Group, Inc.
Brown Shoe Company
Brunswick Bowling and Billiards
Buffalo Wild Wings, Inc.
Burger King Corporation
BurgerFi International
Burlington Coat
Cache Inc.

Calendar Holdings LLC
Carlson Restaurants
Carlson Rezidor Hotel Group
Cash America International
Cash Store/Cottonwood Financial
Casual Male Retail Group, Inc.
The Cato Corporation
Cato Fashions
CEC Entertainment
The Chambers Group
Cheddar's Casual Cafes
Cherry Hill Photo Enterprises, Inc.
Chick-fil-A, Inc.
Chico's FAS, Inc.
Children of America
Chipotle Mexican Grill
Christian Brothers Automotive Corp.
Churromania International Holding LLC
Chuy's Opco, Inc.
CKE Restaurants Inc.
Cobb Theatres III, LLC
Color Inc., dba The Destination Stores
Conn's Inc.
Consolidated Restaurant Operations, Inc.
The Container Store
Corner Bakery Café
Crate & Barrel
Culver's
CVS/Pharmacy
Dairy Queen
Darden
Dave and Buster's, Inc.
DEB Shops, Inc.
Del Taco, LLC
Denny's Inc.
Dessange Int'l Inc. Representing Hair Salons, Fantastic Sams, Camille Albane Paris & Dessange Paris
Destination Maternity Corp.
Dick's Sporting Goods
Dillard's, Inc.
Dine Equity
Dollar General Corporation
Dollar Tree Stores, Inc.
Donna Karan
DSW Inc.
Dunham's Athleisure Corp.
Dunkin' Brands Inc.
DXL Group, Inc.
Earl of Sandwich
Earth Fare
Essential Brands, Inc.
The Estee Lauder Companies Inc.
Fallas Stores
Family Dollar Stores Inc.
Famous Footwear
Famous Wok, Inc.

Fantastic Sams Hair Salons
Fazolli's Restaurants
Ferragamo USA, Inc.
Firehouse Restaurant Group, Inc.
Fitness International, LLC
Five Guys
FlowRider, Inc.
Focus Brands
Foot Locker Inc.
Fossil
The Fresh Market
FSC Franchise Co. LLC
Gabriel Brothers Inc.
GameStop, Inc.
Gap Inc.
Garden Ridge Corp.
General Nutrition Corp.
Genesco Inc.
Ganghis Grill Franchise Concepts, LP
Gold Toe Stores, Inc.
Goodwill of Central Arizona
Gosh Enterprises Inc.
Great Clips Inc.
Great Wraps, Inc.
Grocery Outlet Inc.
Group USA Inc./Camille La Vie
Guess? Inc.
H&M
Hallmark Cards
Halloween Express, LLC
Hanesbrands, Inc.
Harbor Freight Tools
Harry & Davis
Heartland Dental Care, LLC
HEB Grocery Company
Helzberg Diamonds
Hibbett Sporting Goods, Inc.
Hobby Lobby Stores, Inc.
Holiday Companies
The Home Depot Inc.
Hooters of America, Inc.
Hudson's Bay Company
Hungry Howie's Inc.
Ignite Restaurant Group
In-N-Out Burger
IPIC Entertainment
Jack In The Box
Jamba Juice Company
JC Penney
Jersey Mike's Franchise Systems
Jimmy John's Gourmet Sandwiches
Jo-Ann Stores, Inc.
Johnny Rockets
The Joint
JoS. A. Bank Clothiers, Inc.
Justice
Knowledge Universe – U.S.
Kohl's Department Stores, Inc.
Krispy Kreme Doughnut Corp.

The Kroger Co.
The Krystal Company
Kwik Trip
L Tran Enterprises
LA Fitness
Lane Bryant, Inc.
Le Duff America, Inc.
The Learning Experience
Life Time Fitness
LifeWay Christian Stores
Limited Brands
Little Caesar Enterprises, Inc.
Logans Roadhouse Restaurants
Lowe's Companies, Inc.
Lululemon Athletica, Inc.
Luxottica Retail
Macy's, Inc.
Mattress Firm
Maurices Inc.
McDonald's Corporation
Malrose Family Fashions
The Men's Wearhouse
Menchie's Group, Inc.
Metropolitan Theatres Corp.
Michaels Stores Inc.
Miller's Ale House
Modell's Sporting Goods
Movie Tavern
MPA Inc.
National Amusements, Inc.
Nautica Retail USA
Nebraska Furniture Mart
New Balance Athletic Shoes
New-Cell Inc. dba Cellcom
Nickels and Dimes Inc.
Noodles & Company
Nordstrom, Inc.
Office Depot
Orange Leaf Frozen Yogurt
Organic Avenue
Orvis
Panda Restaurant Group, Inc.
Pandora
Panera Bread
Papa Murphy's International
Party City Retail Group
Payless ShoeSource
The Pep Boys
Perfumania, Inc.
Perry Ellis International
Pet Supplies Plus
Pet Valu Canada, Inc.
Pelco Inc.
PF Chang's/Pei Wie
Pinch A Penny, Inc.
Pita Pit
Planet Fitness Corporate
Pollo Tropical
Popayes Louisiana Kitchen
Potbelly Sandwich Works

PPG Architectural Finishes, Inc.
Primrose Schools
Publix Super Markets, Inc.
PVH Corp.
Qdoba Restaurant Corp.
QuikTrip Corporation
Quizno's
Ralph's Grocery Company
Ratner Companies
Red Wing Shoe Company, Inc.
Regis Corporation
REI
Rent-A-Center
Rita's Franchise Company
Rite Aid Corporation
Rogers Enterprises, Inc.
Rooms To Go, Inc.
Ross Stores, Inc.
Safeway Inc.
Sally Beauty Holdings, Inc.
Salon Lofts
Salsarita's Fresh Cantina
Samsonite
Save-A-Lot Food Stores
Sephora USA, Inc.
The Sherwin-Williams Company
Shoe Carnival, Inc.
Shoe Show, Inc.
Simply Fashion Stores, Ltd.
Skechers U.S.A.
Sleepy's The Mattress Professionals
Smart & Final Stores Corp.
Smashburger
Smile Brands Inc.
Sonic Industries
Speed Queen
Spencer Gifts LLC
Spirit Halloween Superstores
Sport Chalet Inc.
Sport Clips, Inc.
Sprint
Sprouts Farmers Market
Staples, Inc.
Starbucks Coffee Company
Sterling Jewelers Inc.
Stewart & Perry
Street Talk
Subway Real Estate Corp.
Sullivan Tire Co. Inc.
T-Mobile
Taco Bell
Taco Cabana Inc.
Target Corp.
Tervis Tumbler
Theisen Vending Company
Tide Dry Cleaners
Title Boxing Club
The TJX Companies, Inc.
Tommy Hilfiger
Toys R Us, Inc.

Tractor Supply Company
True Religion Brand Jeans
Tuesday Morning Inc.
The UPS Store
U.S. Cellular
U.S. Polo Association
ULTA Beauty
Uncle Julio's
Uno Restaurants LLC
Value Place LLC
Variety Wholesalers
Verizon Wireless
Verizon Wireless Retailer, Cellular Sales
Von Maur, Inc.
VPC Pizza Management dba Giordanos Pizza
Wakefern Food Corp.
Walgreens Co.
Walmart Stores, Inc.
The Walt Disney Company
Wawa Inc.
The Wendy's Company
Willis Ventures
WinCo Foods, Inc.
Wingstop Restaurants, Inc.
Winners Merchants Inc.
Yogurtland Franchising Inc.
Yum! Brands, Inc.
Zoes Kitchen USA LLC
Zumiez, Inc.

LEASING MALL EXHIBITORS

A&G Realty Partners, LLC
A10 Capital, LLC
Abbell Associates
Acadia Realty Trust
Ackman-Ziff Real Estate Group
Active International, Inc.
Agora Realty & Management
Agree Realty Corporation
AIRMALL USA, Inc.
Alberta Development Partners, LLC
Altus Group
American Commercial Finance and American Real Estate
American Realty Capital
AmREIT
Amsource Development Inc.
Anding Realty
ARC Properties, Inc.
Aries Capital, LLC
Arizona Partners
Armstrong Development Properties, Inc.
Army & Air Force Exchange Service
Aronov Realty Management
Ashkenazy Acquisition Corp.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 22, 2014</u>	Item Number:	<u>18</u>
	<u>Community & Economic Development</u>		
Department:		Account Code:	<u>N/A</u>
Prepared By:	<u>Leroy Alsup</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>April 16, 2014</u>	Exhibits:	<u>2</u>

Subject

Consideration and action on a Resolution to authorize the creation and the FY2013-2014 funding of an Executive Assistant/Planning Tech position in the Community and Economic Development Department.

Recommendation

Motion to approve a Resolution to authorize the creation and the FY2013-2014 funding of an Executive Assistant/Planning Tech position in the Community and Economic Development Department.

Discussion

In October 2013, the City Council adopted an Ordinance combining the City's Economic Development efforts with the Planning and Community Development mission to create the Community and Economic Development Department. The primary functions of the Department including building inspection, code enforcement, economic development, housing, planning and zoning. The Department is responsible for administering and enforcing all building and neighborhood codes and other ordinances of the City; for implementing and/or assisting in implementation of the City's adopted economic development strategy; for developing and implementing the City's adopted housing strategy; and, for coordinating all planning activities carried on in the City to insure conformance with the City's adopted Comprehensive Plan.

The Department previously had an Administrative Assistant position. Funding for the position was not maintained as a result of the economic downturn experienced by the community. Due to the current workload and responsibilities of the Community and Economic Development Department and the wide array of skill sets required to perform these tasks, the addition of an Executive Assistant/Planning Tech position to the Department would significantly enhance the ability of the Department to perform its functions.

The position would be funded 50% from the General Fund (01-652) and 50% from the Economic Development Fund (30-652). With a budget amendment to re-allocate existing funds within the Community and Economic Development Department's two budgets, there is sufficient funding to fund this position through the balance of FY2013-2014. Funding has been requested for the position in the Department's FY2014-2015 budget request.

1. Resolution to authorize the creation and the FY2013-2014 funding of an Executive Assistant/Planning Tech
2. Executive Assistant/Planning Tech Position Job Description

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup <u>LA</u>	<u>04/16/2014</u>
City Manager	P. Stasiak <u></u>	<u>04/16/2014</u>

Resolution No. _____

Resolution to authorize the creation and the FY2013-2014 funding of an Executive Assistant/Planning Tech position in the Community and Economic Development Department.

WHEREAS, in October 2013, the City Council adopted an Ordinance combining the City's Economic Development efforts with the Planning and Community Development mission to create the Community and Economic Development Department. The primary functions of the Department including building inspection, code enforcement, economic development, housing, planning and zoning. The Department is responsible for administering and enforcing all building and neighborhood codes and other ordinances of the City; for implementing and/or assisting in implementation of the City's adopted economic development strategy; for developing and implementing the City's adopted housing strategy; and, for coordinating all planning activities carried on in the City to insure conformance with the City's adopted Comprehensive Plan and,

WHEREAS, the Department previously had an Administrative Assistant position. Funding for the position was not maintained as a result of the economic downturn experienced by the community. Due to the current workload and responsibilities of the Community and Economic Development Department and the wide array of skill sets required to perform these tasks, the addition of an Executive Assistant/Planning Tech position to the Department would significantly enhance the ability of the Department to perform its functions.

NOW THEREFORE BE IT RESOLVED by the Mayor And City Council of the City of McAlester, that:

- The creation of an Executive Assistant/Planning Tech position in the Community and Economic Development Department is hereby approved with the funding for the position to come 50% from the General Fund (01-652) and 50% from the Economic Development Fund (30-652).
- The Chief Financial Officer is hereby instructed to prepare a budget amendment to re-allocate existing funds within the Community and Economic Development Department's two budgets to fund this position through the balance of FY2013-2014.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of _____, 20____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

CITY OF MCALESTER
POSITION DESCRIPTION

TITLE: EXECUTIVE ASSISTANT/PLANNING TECH
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

DUTIES

GENERAL DESCRIPTION

Executive Assistant/Planning Tech is a non-exempt position. The position reports to the Community and Economic Development Department Director; performs a full range of assigned duties; requires a high skill level; the ability to perform under a complex assignment of projects, dealing with multiple, complex issues; must be a self-starter and operate with a minimal amount of direct supervision. Perform skilled level of clerical and administrative functions such as drafting correspondence, assistance with writing grant applications and responses to business and industry requests for information, scheduling appointments, organizing and maintaining paper and electronic files, and providing information to callers.

Handle questions and applications for Planning Commission and Board of Adjustment cases for rezoning, variances, closings, use permits, etc.; review applications; accept filing fee; prepare staff report, etc.

PRIMARY DUTIES: *The duties listed below are intended only as illustrations of the essential functions of the work that shall be performed. The omission of specific statements of duties does not exclude them from the classification if the work is similar, related or a logical assignment to the class. Employees may be assigned additional duties by management as required.*

Cordially greet visitors or callers and handle their inquiries or direct them to the appropriate persons according to their needs.

Operate office equipment such as fax machines, copiers, and phone systems, and use computers for excel spreadsheets, word processing, database management, and other applications.

Set up and maintain paper and electronic filing systems for records, correspondence, and other material.

Locate and attach appropriate files to incoming correspondence requiring replies.

Open, read, route, and distribute incoming mail or other materials and answer routine letters. Fax or mail information when requested.

Review work done by others to check for correct spelling and grammar, ensure that company format policies are followed, and recommend revisions.

Compose, type, and distribute meeting notes, routine correspondence, memos and reports.

Prepare Purchase Requisitions. Keep a running total of open purchase orders and prepare purchase orders for payment.

Handle travel arrangements for the department staff.

Keep payroll sheets up to date and enter into Incode System

EXECUTIVE ASSISTANT/ PLANNING TECHNICIAN

Order general office supplies, envelopes, stationery, business cards, etc.

Prepare billing worksheets; post payments; file liens; prepare invoices for payment to contractors

Search property ownership records; type and mail notices.

Answer questions regarding plat maps, zoning map, and answer question on land development codes and zoning ordinances.

Take Subdivision Platting, Zoning and Variance Applications. Handle questions on Planning Commission and Board of Adjustment cases for rezoning, variances, closings, use permits, etc.; review applications; accept filing fee; prepare staff report, etc.

Prepare and distribute meeting agendas, staff reports, support documentation and agenda packets for the Planning Commission, Board of Adjustments, and news media.

Assist with writing department grant applications and maintaining grant administration records & spreadsheets.

Assist with preparing responses to requests for information from existing business and industry and targeted recruitment prospects.

Perform other related duties as assigned.

Approach public relations as a means to foster public awareness and understanding of department goals and mission, to obtain public support, to build valuable relationships and networking opportunities.

GENERAL RESPONSIBILITIES AND REQUIREMENTS

DATA RESPONSIBILITY: *“Data Responsibility” refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Compiles, examines, or evaluates data or information and possibly recommends action based on results.

PEOPLE RESPONSIBILITY: *“People Responsibility” refers to individuals who have contact with or are influenced by the position.*

Gives information, guidance, or assistance to people which directly facilitates task accomplishment; may give instructions or assignments to helpers or assistants.

ASSETS RESPONSIBILITY: *“Assets Responsibility” refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the management of a large division or minor department, and/or handling of very large amounts of money.

MATHEMATICAL REQUIREMENTS: *“Mathematics” deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses basic algebra involving variables and formulas and/or basic geometry involving plane and solid figures, circumferences, areas, and volumes and/or computing discounts and interest rates.

EXECUTIVE ASSISTANT/ PLANNING TECHNICIAN

COMMUNICATIONS REQUIREMENTS: *“Communications” involves the ability to read, write, and speak.*

Reads routine sentences or instructions; must be able to read and interpret the city’s zoning ordinance, land development code, public nuisance ordinances, etc.; writes routine sentences and completes routine work forms; speaks routine sentences using standard grammar. Highly skilled in communicating effectively both orally and in writing; ability to effectively handle sensitive situations requiring courtesy, persuasion, and tact; ability to handle confidential matters in a responsible manner.

COMPLEXITY OF WORK: *“Complexity of Work” addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure. Requires extensive knowledge of municipal codes, ordinances, and regulations.

IMPACT OF DECISIONS: *“Impact of Decisions” refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

EQUIPMENT USAGE: *“Equipment Usage” refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items.

Equipment used may include standard office equipment, City vehicle, camera, and small hand tools.

SAFETY OF OTHERS: *“Safety of Others” refers to the responsibility for other people’s safety, either inherent in the job or to assure the safety of the general public.*

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *“Education Requirements” refers to job specific training and education required for entry into the position.*

Graduation from an accredited university with an Associate Degree in Planning, Public or Business Administration, Political Science, or in a closely related field - or - any equivalent combination of education (minimum High School Diploma or GED) and work experience.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *“Licenses, Certifications, and Registrations” refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires none.

EXECUTIVE ASSISTANT/ PLANNING TECHNICIAN

EXPERIENCE REQUIREMENTS: *“Experience Requirements” refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires three (3) years of related experience including one to three years in local government or in a legal setting.

SPECIAL REQUIREMENTS: Must submit to post-offer physical exam & functional capacity test. Must submit to and pass pre-employment drug test. Must maintain a valid Oklahoma Driver’s License and a clean driving record.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *“Physical Demands” refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires light work involving standing or walking some of the time, exerting up to 20 pounds of force on a regular basis, and moderate dexterity in operating machinery, tools, or office equipment.

UNAVOIDABLE HAZARDS: *“Unavoidable Hazards” refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to no unusual environmental hazards. May sometimes be exposed to extreme heat/cold, wet or humid conditions, bright/dim lights, dust or pollen, and traffic.

SENSORY (ADA) REQUIREMENTS: *“Sensory Requirements” refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position may require normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, or texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of McAlester is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

SIGNATURE, REVIEW, AND COMMENTS:

I acknowledge that I have read this job description and requirements for the Code Enforcement Officer position, that I understand the duties and demands of this position, and I certify that I can perform these functions.

Name of Employee

Signature of Employee

Date

Job Title of Supervisor

Signature of Supervisor

Date

Job Title of Department Head

Signature of Department Head

Date

EXECUTIVE ASSISTANT/ PLANNING TECHNICIAN

Comments: _____

This job description is intended to describe the general nature and level of work being performed by individuals assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so assigned to this position. This job description is subject to change as the needs and requirements of the job change.

initial

Council Chambers
Municipal Building
April 8, 2014

The McAlester Airport Authority met in a Regular session on Tuesday, April 8, 2014, at 6:00 P.M. after proper notice and agenda was posted April 7, 2014.

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

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

- Approval of the Minutes from the March 25, 2014 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 1, 2014. *(Toni Ervin, Chief Financial Officer)* In the amount of \$5,070.93.

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

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

Chairman Harrison declared the motion carried.

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

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 8, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, April 8, 2014, at 6:00 P.M. after proper notice and agenda was posted April 7, 2014.

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

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

- Approval of the Minutes from the March 25, 2014 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the March 31, 2014 Special Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 1, 2014. *(Toni Ervin, Chief Financial Officer)* In the amount of \$116,148.63.
- Confirm action taken on City Council Agenda Item 2, regarding a lease with Miller Office Supply for lease on (3) three copiers. *(Sheila Norman, Finance Department)*

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

AYE: Trustees Smith, Titsworth, Read, Garvin, 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, seconded by Mr. Read. There was no discussion and the vote was taken as follows:

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

The McAlester Retirement Trust Authority met in Regular session on Tuesday, March 25, 2014 at 6:00 P.M. after proper notice and agenda was posted March 21, 2014.

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

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

- Approval of the Minutes from the February 25, 2014, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of March 2014. (*Toni Ervin, CFO*) In the amount of \$82,033.17.

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

BASE GROUP: M
DEPT NO: ALL
EMPLOYEE: ALL

GP EMP NO#	NAME	CODE	RT	DESCRIPTION	G/L ACCOUNT	ACCOUNT NAME	RATE	HOURS	AMOUNT
M 11-1132	HILL, JERRY	0	1	SALARY	11 5220102	RETIREEES			1,879.45
M 11-1135	AUTREY, ANNA	0	1	SALARY	11 5220102	RETIREEES			755.58
M 11-1136	PHIFER, EVERETT	0	1	SALARY	11 5220102	RETIREEES			962.80
M 11-1138	HOWARD, LEONARD A	0	1	SALARY	11 5220102	RETIREEES			1,614.27
M 11-1139	AUSTIN, MABLE J	0	1	SALARY	11 5220102	RETIREEES			55.38
M 11-1140	DOMINIC, ROBERT	0	1	SALARY	11 5220102	RETIREEES			1,170.09
M 11-1141	MARCANGELI, GEORGE	0	1	SALARY	11 5220102	RETIREEES			2,783.86
M 11-1142	ROE, GARY	0	1	SALARY	11 5220102	RETIREEES			1,375.58
M 11-1143	WINCHESTER, GARY	0	1	SALARY	11 5220102	RETIREEES			440.42
M 11-1144	GOODSPEED, DON J	0	1	SALARY	11 5220102	RETIREEES			1,981.34
M 11-1145	PARKER, EDDIE D	0	1	SALARY	11 5220102	RETIREEES			1,870.26
M 11-1146	PETERS, GEORGIA H	0	1	SALARY	11 5220102	RETIREEES			1,371.72
M 11-1147	VANDYKE, WAYNE A	0	1	SALARY	11 5220102	RETIREEES			518.88
M 11-1148	MORRIS, RICHARD L	0	1	SALARY	11 5220102	RETIREEES			563.97
M 11-1149	ROWELL, DONNIE R	0	1	SALARY	11 5220102	RETIREEES			1,024.73
M 11-1150	FARIES, WILLIAM D	0	1	SALARY	11 5220102	RETIREEES			736.02
M 11-1151	THOMASON, JAMES	0	1	SALARY	11 5220102	RETIREEES			1,412.72
M 11-1152	MAULDIN, BEN	0	1	SALARY	11 5220102	RETIREEES			826.56
M 11-1153	MCCLAUGHREY, JAMES	0	1	SALARY	11 5220102	RETIREEES			1,952.97
M 11-1154	BIERMAN, HENRY	0	1	SALARY	11 5220102	RETIREEES			1,847.56
M 11-1155	DUVALL, JONNIE	0	1	SALARY	11 5220102	RETIREEES			1,510.85
M 11-1156	TADLOCK, ROZELIA C	0	1	SALARY	11 5220102	RETIREEES			346.51
M 11-1157	SMITH, ALVIE L	0	1	SALARY	11 5220102	RETIREEES			1,089.86
M 11-1158	DOBSON, THOMAS A	0	1	SALARY	11 5220102	RETIREEES			394.10

GP EMP NO#	NAME	CODE	RT	DESCRIPTION	G/L	ACCOUNT	ACCOUNT NAME	RATE	HOURS	AMOUNT
M 11-1159	WILLIAMS, DENNIS	0	1	SALARY	11	5220102	RETIRES			810.33
M 11-1160	WATKINS, JEANNIE	0	1	SALARY	11	5220102	RETIRES			963.26
M 11-1164	HOSAY, ELGIE	0	1	SALARY	11	5220102	RETIRES			450.52
M 11-1165	SCHOGGINS, BENNY	0	1	SALARY	11	5220102	RETIRES			1,123.20
M 11-1166	KERNS, GLEN	0	1	SALARY	11	5220102	RETIRES			1,772.95
M 11-1167	BURNS, JANET L	0	1	SALARY	11	5220102	RETIRES			1,617.03
M 11-1168	LALLI, DENNIS A	0	1	SALARY	11	5220102	RETIRES			1,768.22
M 11-1169	THOMAS, WANDA ELAINE	0	1	SALARY	11	5220102	RETIRES			1,612.25
M 11-1170	CARNAHAN, RICHARD	0	1	SALARY	11	5220102	RETIRES			1,068.71
M 11-1171	NANCE, PATRICK	0	1	SALARY	11	5220102	RETIRES			1,473.97
M 11-1172	GREEN, PATRICIA	0	1	SALARY	11	5220102	RETIRES			1,051.89
M 11-1173	NEWMAN, DONNA	0	1	SALARY	11	5220102	RETIRES			620.95
M 11-1175	PITNER, JAMES C	0	1	SALARY	11	5220102	RETIRES			1,693.74
M 11-1176	LYLES, JIMMIE	0	1	SALARY	11	5220102	RETIRES			1,036.62
M 11-1177	CRITTENDEN, KARLA	0	1	SALARY	11	5220102	RETIRES			875.10
M 11-1178	BRYANT, JAMES	0	1	SALARY	11	5220102	RETIRES			1,098.54
M 11-1179	COTTON, RICHARD	0	1	SALARY	11	5220102	RETIRES			787.02
M 11-1180	MATTHEWS, JERRY	0	1	SALARY	11	5220102	RETIRES			1,496.86
M 11-1181	MEDLEY, DAVID	0	1	SALARY	11	5220102	RETIRES			2,426.77
M 11-2015	SUIT, ORVELLA	0	1	SALARY	11	5220102	RETIRES			453.45
M 11-2017	EDWARDS, HAROLD M	0	1	SALARY	11	5220102	RETIRES			648.15
M 11-2020	YOUNG, CARRIE	0	1	SALARY	11	5220102	RETIRES			361.42
M 11-2022	MACLACHLAN, HELENA	0	1	SALARY	11	5220102	RETIRES			779.00
M 11-2023	THOMPSON, RAYMOND	0	1	SALARY	11	5220102	RETIRES			791.50

GP EMP NO#	NAME	CODE	RT	DESCRIPTION	G/L	ACCOUNT	ACCOUNT NAME	RATE	HOURS	AMOUNT
M 11-2024	CROWSON, CLYDE	0	1	SALARY	11	5220102	RETIRES			522.04
M 11-2025	RUSHING, MARY	0	1-1	SALARY	11	5220102	RETIRES			136.21
M 11-2026	PIERCE, WILLIAM R	0	1-1	SALARY	11	5220102	RETIRES			1,039.89
M 11-2027	MOTON, DARTHULA	0	1	SALARY	11	5220102	RETIRES			373.09
M 11-2028	LITTLE, IMA	0	1	SALARY	11	5220102	RETIRES			1,027.06
M 11-2029	GAULTNEY, JOHNNIE L	0	1	SALARY	11	5220102	RETIRES			196.05
M 11-2031	WILSON, WALTER	0	1	SALARY	11	5220102	RETIRES			450.65
M 11-2033	HENDERSON, DONALD W	0	1	SALARY	11	5220102	RETIRES			650.90
M 11-2034	WRIGHT, FRANKIE	0	1	SALARY	11	5220102	RETIRES			1,105.54
M 11-2054	AUTREY, FRANKLIN	0	1	SALARY	11	5220102	RETIRES			382.46
M 11-2055	GOODSPEED, URSULA	0	1	SALARY	11	5220102	RETIRES			1,152.22
M 11-2056	NAVE, GLENN DALE	0	1	SALARY	11	5220102	RETIRES			757.70
M 11-2057	GREEN, RANDY S	0	1	SALARY	11	5220102	RETIRES			3,694.11
M 11-2059	PHILLIPS, JIMMY	0	1	SALARY	11	5220102	RETIRES			405.18
M 11-2060	HEAROD, CAROLYN S	0	1	SALARY	11	5220102	RETIRES			2,195.19
M 11-2061	HAWKINS, BETTY L	0	1	SALARY	11	5220102	RETIRES			1,463.27
M 11-2062	LANZ, BOBBIE	0	1	SALARY	11	5220102	RETIRES			2,235.46
M 11-2063	GILES, KENNETH W	0	1	SALARY	11	5220102	RETIRES			2,132.78
M 11-2064	LEWIS, FREDDIE	0	1	SALARY	11	5220102	RETIRES			1,320.18
M 11-2098	GREEN, BOBBY	0	1	SALARY	11	5220102	RETIRES			948.24
M 11-2099	FREE, OLEN L	0	1	SALARY	11	5220102	RETIRES			1,057.26
M 11-2100	NEATHERY, FURMAN	0	1	SALARY	11	5220102	RETIRES			277.07
M 11-2101	PETERSON, MARSHALL T	0	1	SALARY	11	5220102	RETIRES			1,696.54
M 11-2102	EVERETT, BEVERLY J	0	1	SALARY	11	5220102	RETIRES			1,020.12

BASE PAYROLL REPORT
SORTED BY BASE #

4/01/2014 1:37 PM
BASE GROUP: M
DEPT NO: ALL
EMPLOYEE: ALL

GP EMP NO#	NAME	CODE	RT	DESCRIPTION	G/L ACCOUNT	ACCOUNT NAME	RATE	HOURS	AMOUNT
M 11-2105	JOHNSON, DONALD R	0	1	SALARY	11 5220102	RETIREES			527.03
						** TOTAL **			82,033.1
						** GRAND TOTAL **			82,033.17

TOTAL RECORDS: 73

** END OF REPORT **