McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, July 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
Robert Karr ..... Ward Four
Buddy Garvin ..... Ward Five
Jason Barnett ..... Ward Six

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Glenn Meyer, Trinity Lutheran Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

A. Approval of the Minutes from the June 24, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of the Minutes from the July 8, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

C. Approval of Claims for July 1, 2014 through July 15, 2014. *(Toni Ervin, Chief Financial Officer)*

D. Concur with Mayor's Appointment of Tony Winters, 101 S. Third Street, McAlester, 74501 to the Audit and Finance Advisory Committee for an unexpired term ending March 31, 2016. *(Steve Harrison, Mayor)*

E. Consider and act upon, authorization of payment to McAlester News Capital & Democrat, Ad Number 05615109, in the amount of $98.45, for publication of Advertisement for Bids related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

F. Consider, and act upon, authorization of payment to Austin Paving, LLC, Pay Estimate No. 4, in the amount of $74,187.34, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. This action does not approve the submitted construction schedule that extends the project to September 24, 2014. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

G. **TABLED FROM PREVIOUS MEETING:** Consider, and act upon, authorizing the Mayor to sign a service agreement with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

H. Consider, and act upon, receipt of Amended Permit No. SL000061140226 for the construction of 998 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Belfair Senior Care Complex. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

I. Consider, and act upon, authorizing the Mayor to sign the Project/Center Sponsor Contract for the FY/2015 between Kiamichi Area Nutrition Project, Inc. and the City of McAlester. *(Mel Priddy, Community Services Director)*

J. Consider, and act upon, authorizing the Mayor to sign the contract between the City of McAlester and AT&T for the ILEC PLEXAR II Services. *(James Stanford, IT Computer Support Specialist)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 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 AMENDING CHAPTER 106, UTILITIES, ARTICLE IV, DIVISION 2, MUNICIPAL COLLECTION SERVICE, SECTION 106-327 (b), CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Accept or Reject, reinstituting an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2014-2015. *(Gary Wansick, Police Chief)*

Executive Summary
Motion to reject the Inter-Agency Agreement to charge the City of Krebs $18,782 for dispatch services for the fiscal year 2014/2015.

2. Discussion on water and sewer rates for the City of McAlester. *(Peter J. Stasiak, City Manager)*

Executive Summary
Discussion on preparing a Request for Qualifications to hire an Engineering firm with expertise in water and sewer rates analysis and infrastructure replacement and costs.

3. **TABLED FROM PREVIOUS MEETING:** Consider, and act upon, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the residential and commercial rates listed. *(Toni Ervin, CFO)*

Executive Summary
Staff recommends motion to approve the amending ordinance.

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. *(Toni Ervin, CFO)*

Executive Summary
Motion to approve the budget amendment ordinance.

5. Consider and act upon a resolution to renew the Temporary Sales Tax Rebate Program for businesses in the McAlester Main Street Districts and the Choctaw Commercial Corridor. *(Leroy Alsup, Director Community & Economic Development)*

Executive Summary
Motion to approve a resolution to renew the Temporary Sales Tax Rebate Program for businesses in the McAlester Main Street Districts and the Choctaw Commercial Corridor.

6. Consider and act upon a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street. *(Leroy Alsup, Director Community & Economic Development)*

Executive Summary
Motion to approve a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street.

7. Consider and act upon, a resolution amending the City's Non-Uniform Pay Plan. *(Toni Ervin, CFO)*

Executive Summary
Staff recommends motion to approve resolution amending the City's Non-Uniform Pay Plan.

8. Consider, and act upon, a Resolution authorizing the creation and the FY 2014-2015 funding of the Full Time position of Recycling Service Worker. *(Peter J. Stasiak, City Manager)*

Executive Summary
Motion to approve a Resolution to authorize the creation and the funding of the Full Time Position of Recycling Service Worker.

9. Consider, and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Sheila Norman, Purchasing Fixed Assets, Toni Ervin, CFO)*

Executive Summary
Motion to declare certain vehicles and equipment surplus and authorize the disposal of them.

10. Consider, and act upon, authorizing the Mayor to sign Supplemental Agreement Number 1 to construction contract. "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions". *(John Modzelewski, P.E., City Engineer and Director of Public Works)*

Executive Summary
The recommendation is to authorize the Mayor to sign Supplemental Agreement Number 1 to construction contract: "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions". This contract is for the construction of improvements for runway safety at the McAlester Regional Airport.

11. Consider, and act, upon authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions". *(John Modzelewski, P.E., City Engineer and Director of Public Works)*

Executive Summary
The recommendation is to authorize the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions" for an amount of $1,359,165.40.

12. Consider, and act upon, an Amendment to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey. *(John Modzelewski, P.E., City Engineer and Director of Public Works)*

Executive Summary
Motion to approve Amendment #7 to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey for a fee not to exceed $139,685.

13. Discussion and possible action on authorizing City staff to seek reimbursement from ad valorem tax rolls for worker compensation judgments. *(Toni Ervin, CFO)*

Executive Summary
Staff recommends that the Council authorize city staff to seek reimbursement for worker's compensation judgments in excess of $50,000.

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 July 8, 2014, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending July 15, 2014. *(Toni Ervin, Chief Financial Officer)*

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

- Confirm action taken on City Council Agenda Item 4, 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, a resolution amending the City's Non-Uniform Pay Plan. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 10, authorizing the Mayor to sign Supplemental Agreement Number 1 to construction contract. "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions". *(John Modzelewski, P.E., City Engineer and Director of Public Works)*

- Confirm action taken on City Council Agenda Item 11, authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions". *(John Modzelewski, P.E., City Engineer and Director of Public Works)*

- Confirm action taken on City Council Agenda Item 12, an Amendment to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey. *(John Modzelewski, P.E., City Engineer and Director of Public Works)*

- Confirm action taken on City Council Agenda Item 13, on authorizing City staff to seek reimbursement from ad valorem tax rolls for worker compensation judgments. *(Toni Ervin, CFO)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 8, 2014, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending July 15, 2014. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item E, authorization of payment to McAlester News Capital & Democrat, Ad Number 05615109, in the amount of $98.45, for publication of Advertisement for Bids related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item F, authorization of payment to Austin Paving, LLC, Pay Estimate No. 4, in the amount of $74,187.34, for construction services related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. This action does not approve the submitted construction schedule that extends the project to September 24, 2014. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to sign a service agreement with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item H, receipt of Amended Permit No. SL000061140226 for the construction of 998 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Belfair Senior Care Complex. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

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

- Confirm action taken on City Council Agenda Item 3, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the residential and commercial rates listed. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 4, 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 6, a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street. *(Leroy Alsup, Director Community & Economic Development)*

- Confirm action taken on City Council Agenda Item 7, a resolution amending the City's Non-Uniform Pay Plan. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 8, a Resolution authorizing the creation and the FY 2014-2015 funding of the Full Time position of Recycling Service Worker. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 9, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Sheila Norman, Purchasing Fixed Assets, Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 13, on authorizing City staff to seek reimbursement from ad valorem tax rolls for worker compensation judgments. *(Toni Ervin, CFO)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 24, 2014, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk)*

- Approval of Retirement Benefit Payments for the Period of July 2014. *(Toni Ervin, CFO)*

ADJOURN MRTA

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

Council Chambers
Municipal Building
June 24, 2014

The McAlester City Council met in Regular session on Tuesday, June 24, 2014, at 6:00 P.M. after proper notice and agenda was posted, June 19, 2014, at 4:00 P.M.

Call to Order
Mayor Harrison called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Toni Ervin, Chief Financial Officer; Gary Wansick, Police Chief; Brett Brewer, Fire Chief; Kirk Ridenour, Economic Development Manager; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Brian Renegar addressed the Council expressing concerns about the problem with the water main on South Main Street and asked that the Council to expeditiously address the matter.

Iva Due addressed the Council expressing concerns about the problem with the water main on South Main Street and asked that the City to get at least one entrance into the T.H. Rogers Lumber Yard paved.

Consent Agenda

A. Approval of the Minutes from the May 27, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of Claims for June 4, 2014 through June 16, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - $125,572.07; Parking Authority - $183.12; Nutrition - $1,517.07; Employee Retirement - $16,832.43; Tourism Fund - $1,038.24; SE Expo Center - $6,801.25; E-911 - $11,488.26; Economic Development - $2,153.60; Grants & Contributions - $16,616.24; CDBG Grants Fund - $43,304.00; Fleet Maintenance - $9,501.97; Worker's Compensation - $941.68 and CIP Fund - $5,250.00.

C. Tabled from Previous Meeting. Consider, and act upon, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester for funding in the amount of $42,500. *(Peter J. Stasiak, City Manager)*

D. Tabled from Previous Meeting. Consider, and act upon, authorizing the Mayor to sign an agreement between City of McAlester and the Blackboard Connect, Inc. to provide a fully hosted alert notification system for emergency notifications, by way of a Master Agreement dated June 17, 2014. *(Peter J. Stasiak, City Manager)*

E. Tabled from Previous Meeting. Concur with Mayor's Appointment of Heather Para, 1102 S. 2nd Street, McAlester, 74501 to the McAlester Library Advisory Board for an unexpired term ending December, 2015. *(Steve Harrison, Mayor)*

F. Concur with Mayor's Re-Appointment of Steve Brock, 1411 Country Club Rd, McAlester, 74501 to the McAlester Personnel Board for an unexpired term ending July, 2020. *(Steve Harrison, Mayor)*

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

H. Consider, and act upon, authorizing the Mayor to sign an agreement between Robison International, Inc. and the McAlester Defense Support Association (MDSA) and the City of McAlester. *(Peter J. Stasiak, City Manager)*

I. Consider, and act upon, authorizing the Mayor to sign an agreement for one year between the City of McAlester and McAlester Regional Health Center Authority for the full use of the MRHC's Wellness Center. *(Peter J. Stasiak, City Manager)*

J. Consider and act upon two revised resolutions of support for the Southwinds Aldridge Apartments, LP Development and authorizing direct contribution, expense reimbursement, provision of in-kind service, fee waiver or any combination thereof in the amount of $14,001 in support of the Development from Economic Development funds. *(Leroy Alsup, Director of Community and Economic Development)*

Vice-Mayor Read requested that item "C be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve Consent Agenda items "A, B, D, E, F, G, H, I, and J". There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

C. Tabled from Previous Meeting. Consider, and act upon, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester for funding in the amount of $42,500. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Councilman Karr to authorize the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester for funding in the amount of $42,500.

Before the vote, Vice-Mayor Read stated that he had the same concerns about this item that he had had at the last meeting. He commented that the contract amount was the same and the budgeted amount was less and there was still no explanation of how funds were paid to the Emergency Management.

After a lengthy discussion among the Council including CFO Ervin, Manager Stasiak, City Attorney Ervin and Kevin Enloe, Director of Emergency Management concerning the previous years budget, when the County actually submitted its' budget to the State, what the County's contribution was to the program, if any other cities contributed, having quarterly reports to the Council to show how funds were spent, pulling this item, having the City Attorney draft a revised agreement and sending it to Mr. Enloe to submit to the District Attorney.

Mayor Harrison stated that this item would be pulled until all of the information was received.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to open a Public Hearing to address five (5) Ordinances. There was no discussion and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:27 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.

- AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR LOTS 1, 2, 3, 4, AND 5, IN BLOCK 660; AND SHAWNEE AVENUE ADJACENT TO LOTS 1, 2, 3, 4, AND 5, IN BLOCK 660 AND LOTS 6, 7, 8, 9 AND 10 IN BLOCK 654; AND LOTS 6, 7, 8, 9 AND 10 IN BLOCK 654; AND THE ALLEY ADJACENT TO LOTS 6, 7, 8, 9 AND 10 IN BLOCK 654 AND LOTS 1, 2, 3, 4 AND 5 IN BLOCK 654; AND THE SOUTHERLY 55.0 FEET OF LOTS 1, 2, 3, 4 AND 5, IN BLOCK 654; ALL IN THE CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-3 (MULTI-FAMILY DWELLING DISTRICT).

Steve Perry with KWL Properties addressed the Council explaining that he was the developer of the project and proceeded to describe the project. Mr. Perry then stated that he would answer questions the Council might have.

Mayor Harrison explained that the Council normally waited until the agenda item before there was any discussion.

- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-69, BOARD OF ETHICS, AND DECLARING AN EMERGENCY.

- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-68, CONFLICT OF INTEREST, AND DECLARING AN EMERGENCY.

- A NEW ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY.

This final ordinance was pulled from the agenda and therefore was not included in the Public Hearing.

There were no further comments from the Council or 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, Karr, Garvin, Barnett, Titsworth & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:30 P.M.

Scheduled Business

1. Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential and Commercial customers by 1.98% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013. *(Peter J. Stasiak, City Manager)*

Executive Summary
Motion to approve the new service residential and commercial rate increase of 1.98% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013. The staff recommends no increase to residents at this time, but to raise the Commercial rates.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve a new service residential and commercial rate increase of 1.98% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013.

Before the vote, Manager Stasiak commented that staff recommended no increase to the residential rates at this time.

There was a lengthy discussion among the Council including Manager Stasiak and Joey Dunlap with Republic/Allied Waste concerning if the calculation had been confirmed, how the calculation was derived, how much the Commercial customers rate would increase, if it was fair not to increase the residential customers, furnishing the correct calculation, bringing the Ordinance before the Council at the next meeting with the increases as directed by the Council, charging the Residential customers more than what Allied charged the City, if Allied raised its rates every year and that this was to approve the agreement only. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Vice-Mayor Read suggested that the Council consider the Ordinance in item 3 before considering item 2. Attorney Ervin informed the Mayor that the Council could consider items out of order.

3. Consider and act upon an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classifications of the zoning district for Lots 1, 2, 3, 4, and 5, in Block 660; and Shawnee Avenue adjacent to Lots 1, 2, 3, 4, and 5, in block 660 and Lots 6, 7, 8, 9 and 10 in Block 654; and Lots 6, 7, 8, 9 and 10 in Block 654; and the Alley adjacent to

Lots 6, 7, 8, 9 and 10 in Block 654 and Lots 1, 2, 3, 4 and 5 in Block 654; and the Southerly 55.0 feet of Lots 1, 2, 3, 4 and 5, in Block 654; all in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R1-B (single-family residential district) to R-3 (multi-family dwelling district). (*Leroy Alsup, Director of Community and Economic Development)*

Executive Summary

Motion to act upon and approve the above Ordinance changing the classifications of the zoning district for the property identified in the Ordinance from R1-B (single-family residential district) to R-3 (multi-family dwelling district) and authorizing the Mayor to sign the ordinance.

ORDINANCE NO. 2504

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR LOTS 1, 2, 3, 4, AND 5, IN BLOCK 660; AND SHAWNEE AVENUE ADJACENT TO LOTS 1, 2, 3, 4, AND 5, IN BLOCK 660 AND LOTS 6, 7, 8, 9 AND 10 IN BLOCK 654; AND LOTS 6, 7, 8, 9 AND 10 IN BLOCK 654; AND THE ALLEY ADJACENT TO LOTS 6, 7, 8, 9 AND 10 IN BLOCK 654 AND LOTS 1, 2, 3, 4 AND 5 IN BLOCK 654; AND THE SOUTHERLY 55.0 FEET OF LOTS 1, 2, 3, 4 AND 5, IN BLOCK 654; ALL IN THE CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-3 (MULTI-FAMILY DWELLING DISTRICT).

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2504,** rezoning various lots in Blocks 654 and 660 from R1-B (Single-Family Residential District) to R-3 (Multi-Family Dwelling District).

Before the vote, Manager Stasiak commented that this was a request from KWL Properties, LLC and property owners Michael and Sheila Duff for the rezone.

There was discussion among the Council, Manager Stasiak, Economic Development Manager Ridenour and Steve Perry with KWL Properties, LLC regarding drainage in the proposed development, the number of low income housing located in 3rd Ward, if the City needed any more low income housing, that the housing study had actually shown the need for additional affordable housing, the number of single family homes in the area of the proposed development, the development not becoming an eye sore over time, the manager having the ability to control the property and ensuring that it remained rentable and how tax credits drive where these housing developments are built.

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

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

Mayor Harrison declared the motion carried.

2. Consider and act upon a Resolution supporting the Meadows at McAlester, Limited Partnership's application for an allocation of 2014 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA); adopting a site specific Affordable Housing Revitalization Plan; and authorizing a monetary contribution from Economic Development funds in the amount of $14,001. *(Leroy Alsup, Director of Community and Economic Development)*

Executive Summary

Motion to approve a Resolution supporting the Meadows at McAlester, Limited Partnership's application for an allocation of 2014 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA); adopting a site specific Affordable Housing Revitalization Plan; and authorizing a monetary contribution from Economic Development funds in the amount of $14,001.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve RESOLUTION NO. 14-14, supporting the Meadows at McAlester, Limited Partnership's application for an allocation of 2014 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA); adopting a site specific Affordable Housing Revitalization Plan; and authorizing a monetary contribution from Economic Development funds in the amount of $14,001.

Before the vote, Manager Stasiak explained that the Council had seen this type of documents previously. He stated that this would document that the City was in support and endorsed the Meadows at McAlester, Limited Partnership's application for an allocation of 2014 Affordable Housing Tax Credits and HOME Funds from the OHFA, it authorized and directed City Staff to negotiate and execute an agreement with the Development for a direct contribution expense reimbursement, provision of in-kind service, fee waiver or combination thereof, in support of the Development, in the amount of $14,001., it authorized and directed the City Staff to execute a letter or such other further agreements as necessary of desirable to achieve the purpose stated within the Resolution and it adopted the site specific Affordable Housing Revitalization Plan for the Development to be eligible for the qualified census tract 130% boost.

There was discussion, among the Council and Mr. Perry concerning the value of the project and the meaning of 130% boost.

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

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

Mayor Harrison declared the motion carried.

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. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2505

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.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve **ORDINANCE NO. 2505**.

Before the vote, CFO Ervin reviewed the amendment with the Council and Manager Stasiak commented that the low bid for the ambulance had came in over the original budgeted amount and that in new business the Council would be considering an item addressing the South Main water main issue. He added that Mehlburger Brawley had stepped up to help the City with the water main issue and the design on the water line was $48,500 and the City was asking for that amendment as well as the amendment for the ambulance.

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

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

Mayor Harrison declared the motion carried.

5. Consider, and act upon, authorizing the Mayor to sign agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. *(Toni Ervin, CFO)*

Executive Summary
Motion to authorize the Mayor to sign agreements with Jordan Carris Insurance for Excess Worker's Compensation Insurance coverage choosing the Option #3 at $52,305 Premium option with a $600,000 retention.

A motion was made by Councilman Garvin and seconded by Councilman Smith to authorize the Mayor to sign agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage.

Before the vote, CFO Ervin informed the Council that she was changing her recommendation of choosing option #3 to choosing option #2. She stated that after re-evaluating the possible claims that the City might be faced with she felt this would save the City money in the long run.

Councilman asked for an explanation of the difference in the options.

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

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

Mayor Harrison declared the motion carried.

6. Consider, and act upon, request that 25 parcels of land belonging to the City of McAlester and located within the City limits be offered for sale with a lower reserve amount than the original bid package. *(Sheila Norman, Purchasing Fixed Assets and Toni Ervin, CFO)*

Executive Summary
Motion to approve request for 25 parcels of land to be offered for sale with a lower reserve amount than the original bid package.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve the request that 25 parcels of land belonging to the City of McAlester and located within the City limits be offered for sale with a lower reserve amount than the original bid package.

Before the vote, CFO Ervin explained that the original attempt to sell these parcels of land had not been successful and only two (2) parcels had been sold. She informed the Council that staff had consulted with a local Real Estate Agent regarding the property values and considering the current economy and location of most of the parcels had lowered the reserve amounts hoping to attract more bidders.

There was discussion among the Council, Manager Stasiak, Attorney Ervin and CFO Ervin concerning the market values, how much lower had the reserves been placed, if a 50 foot lot was big enough to build a house on, if the City would furnish clear deeds to the properties and that the City would be selling with all of its' right, title and interest to the property.

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

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

Mayor Harrison declared the motion carried.

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

Executive Summary
Discussion only.

CFO Ervin addressed the Council informing them that included in their agenda packets were summaries of the revenues and expenses as of May 31, 2014. She commented that revenues in

both the General Fund and the Public Works Authority were over budget and the expenses were below budget.

Manager Stasiak commented that the City had had a good year and the Staff needed to be commended for their control of their budgets.

There was no action taken on this item.

8. Discussion, and possible action, on approval of certain costs related to the Fire Department. *(Brett Brewer, Fire Chief)*

Executive Summary
Motion to approve the acceptance of a bid from Wheeled Coach, for a new commercially built emergency medical ambulance.

A motion was made by Vice-Mayor and seconded by Councilman Smith to accept the bid from Wheeled Coach, for a new commercially built emergency medical ambulance.

Before the vote, Chief Brewer addressed the Council explaining that the City had received three (3) bids for the new ambulance and after review of all bid information he recommended the award of the bid to Wheeled Coach.

After a brief discussion among the Council and Chief Brewer regarding the difference in the bid amounts and that Wheeled Coach came closest to meeting all of the specifications, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

9. CONSIDER AND ACT TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-69, BOARD OF ETHICS, AND DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

Executive Summary
Ordinance Amending Section 2-69, Board of Ethics.

ORDINANCE NO. 2506

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-69, BOARD OF ETHICS, AND DECLARING AN EMERGENCY.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2506.**

Before the vote, Vice-Mayor Read stated that he had asked the City Attorney to review the Ethics Ordinance to ensure that the Hospital Board was included in the Ordinance.

Mayor Harrison commented that he thought all boards were included. Attorney Ervin explained that there were two (2) sections where authorities were mentioned but not expanded.

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

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

10. CONSIDER AND ACT TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-68, CONFLICT OF INTEREST, AND DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

Executive Summary
Ordinance amending Section 2-68, Conflict of Interest.

ORDINANCE NO. 2507

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-68, CONFLICT OF INTEREST, AND DECLARING AN EMERGENCY.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO . 2507.**

Before the vote, Vice-Mayor Read stated that his reason was the same as with the previous Ordinance, he wanted to ensure that all boards and authorities were covered.

Mayor Harrison commented that the date of passage would need to be changed. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

11. CONSIDER AND ACT TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

Executive Summary
Staff Recommends adoption of the Ordinance prohibiting the sale of herbal incense, and declaring an emergency.

Mayor Harrison stated that Vice-Mayor Read had asked that this item be pulled and brought back at a later date.

New Business

Manager Stasiak informed the Council that he had learned over the weekend the City had experienced ten (10) major breaks in a 12 inch water main on South Main between T.H. Rogers and Renegar Animal Hospital. He stated that Mehlburger Brawley had been asked to assist with the problem. He added that the City was attempting to address the immediate needs with the funds that were available. He commented that they had furnished a proposal to design and replace the line with the design costing $48,500. He then asked Robert Vaughan how soon Mehlburger Brawley could have the design ready.

Robert Vaughan stated that they should have it by mid July.

Manager Stasiak informed the Council that the cost estimate that had been furnished was $514,710.65 but the City would not know the cost until the bidding process was taken care of and these funds would be coming out of beginning fund balance. He then thanked Mehlburger Brawley for helping the City come up with rapid response to this matter.

Attorney Ervin recommended that first the Council vote on the existence of an emergency then vote to authorize the expenditure of funds and that it would require a two-thirds (2/3) affirmative vote to approve it..

Councilman Smith inquired about the situation of the sewer line.

Robert Vaughan stated that the sewer line was located in a different area.

Manager Stasiak commented that this was going to be a big project.

Mr. Vaughan informed the Council that there was about 2900 feet of water line that would need to be replaced.

Councilman Titsworth commented that this was another reason to start working on ways to replace the City's infrastructure.

Manager Stasiak stated that the City would be bringing ideas on that matter to the Council.

Vice-Mayor Read moved to declare that an emergency exists to replace the 12 inch main water line on South Main from T.H. Rogers north of the canal to the south side of Oklahoma Avenue. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Robert Vaughan asked if the Council would consider waiving the standard bidding process. He stated that he would solicit several bids from available contractors and go through the whole process.

Attorney Ervin stated that with the action they just took, it would take them outside of the normal process of soliciting bids.

Vice-Mayor Read moved to award a contract to Mehlburger Brawley in the amount of $48,500.00 for engineering services for the 12 inch water line on South Main from T.H. Rogers north of the canal to the south side of Oklahoma Avenue. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that he had furnished his monthly report to the Council and they could see that there had been a lot accomplished. He stated that he had met with Vice-Mayor Read and Kibois at the Recycling Center to discuss the problems that the City was experiencing there. He stated that during this meeting they decided that with the immense growth of the project there needed to be a change in the management of the Center. He then presented the Council with the

proposed solution, to the problem, that had been worked out during that meeting. He also reported to the Council of the very promising curb side recycling program between Allied Waste, the City of McAlester, and the Choctaw Nation and a grant application with the Economic Development Administration out of Seattle looked very good.

Councilman Karr asked about putting a fence around the Recycling Center. Manager Stasiak stated that Union Pacific used that area as a transfer area and it could not be locked down.

Remarks and Inquiries by City Council

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

Councilman Garvin commented that he would like to see the Recycling Center moved if possible.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

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

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:52 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:54 P.M.

Councilman Smith moved to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.2 to discuss negotiations concerning employee and representatives of employee groups: IAFF and in accordance with 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: a) City of McAlester v. Randy Green; b) Fender v. City of McAlester; c) Katcon, Inc. v. City of McAlester CJ-2014-109. The motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 7:55 P.M.

Executive Session

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

1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF

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:

   a. City of McAlester v. Randy Green
   b. Fender v. City of McAlester
   c. Katcon, Inc. v. City of McAlester CJ-2014-109

Reconvene into Open Session

Take any action as a result from Executive Session.

The Regular Meeting was reconvened at 8:56 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.2 to discuss negotiations concerning employee and representatives of employee groups: IAFF and in accordance with 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: a) City of McAlester v. Randy Green; b) Fender v. City of McAlester; c) Katcon, Inc. v. City of McAlester CJ-2014-109. Only those matters were discussed, no action was taken, and the Council returned to open session at 8:56 P.M., and this constituted the Minutes of the Executive Session.

- Consider, and act upon, the IAFF, Local 2284, 2014-2015 Contract.

Vice-Mayor Read moved to roll over the Fiscal Year 2013/2014 contract with the Me Too clause and make this offer to the IAFF, Local 2284. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

- Consider, and act upon, regarding settlement in Katcon v. City of McAlester Cs# CJ-2014-109

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to authorize the City Attorney to make a settlement offer, as discussed, to Katcon and to determine if there was

any remaining money owed to Katcon from the original contract, including any authorized Change Orders.

Councilman Titsworth asked for clarification of amount that was discussed in Executive Session. He was unsure of which amount was discussed and part of the motion.

Attorney Ervin explained that the motion was the Vice-Mayor's motion and could be specific.

Vice-Mayor Read moved to offer a settlement of $13,000.00 to Katcon and determine if there was any remaining money owed to Katcon from the original contract, including any authorized Change Orders. This motion was also seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to recess the Regular Meeting and convene the McAlester Public Works Authority. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 9:00 P.M.

The Regular Meeting was reconvened at 9:01 P.M.

Adjournment

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

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

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:02 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
July 8, 2014

The McAlester City Council met in Regular session on Tuesday, July 8, 2014, at 6:00 P.M. after proper notice and agenda was posted, July 3, 2014, at 4:20 P.M.

Call to Order
Mayor Harrison called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Toni Ervin, Chief Financial Officer; Gary Wansick, Police Chief; Leroy Alsup, Community & Economic Development Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Ceremony and Awards

The announcement of the June 2014, Employee of the Month was postponed until the recipient could attend the Council Meeting.

Citizen's Comments on Non-agenda Items

Jeremy Busby, McAlester Police Department Community Services Officer addressed the Council informing them of the various programs that he has worked on with different groups in the City. He commented on the McAlester Safe Neighborhood that had been started in 4th Ward, the Fraud and Scam Prevention Program, the T.E.A.M., Teaching, Educating, And Mentoring School Liaison Program and the Crime Free Multi-Housing program.

Lacey Sudderth, Executive Director of McAlester Main Street Association addressed the Council informing them that, preparations for "Culture Fest" on August 16, 2014, were in progress and several groups were working together on the event. She commented that "Crazy Days" had been scheduled for August 2, 2014 and it would coincide with the State's Tax Free day. Ms. Sudderth then distributed copies of the McAlester Shopping and Dining Guide.

Consent Agenda

A. Approval of the Minutes from the June 2, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of the Minutes from the June 10, 2014 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

C. Approval of Claims for June 17, 2014 through July 1, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - $131,003.74; Nutrition - $873.07; Landfill Res./Sub-Title D - $495.00; Tourism Fund - $22,854.81; SE Expo Center - $3,275.31; E-911 - $1,682.29; Economic Development - $5,761.50; Grants & Contributions - $3,184.77; Fleet Maintenance - $9,720.35 and CIP Fund - $101,500.82.

D. Concur with Mayor's Appointment of Jane Buffington, 301 Kiamichi Drive, McAlester, 74501 to the McAlester Personnel Board for an unexpired term ending July, 2020. *(Steve Harrison, Mayor)*

E. Concur with Mayor's Appointment of Arlene Billings, 7299 E. Highway 270, McAlester, 74501 to the McAlester Personnel Board for an unexpired term ending July, 2016. *(Steve Harrison, Mayor)*

F. Consider and act upon, authorizing the Mayor to sign a Resolution supporting continued participation in the Main Street Program. *(Lacey Sudderth, Executive Director McAlester Main Street)* RESOLUTION NO. 14-15.

G. Consider, and act upon, Garrow Construction, LLC's Pay Estimate No. 1 for the 30-inch Water Plant Pump Header Replacement Project at the Water Treatment Plant and authorization for the Mayor to the Contractor's Pay Estimate for the amount of $110,262.36. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

H. Consider and act upon, authorization of payment to Poe & Associates, Invoice No. 0-203031-8622, in the amount of $57,396.58, for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

I. Consider and act upon to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 137572-TW. *(Cora Middleton, City Clerk)*

J. Ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

K. Ratify and approve an annual Business Customer Service Agreement between U.S. Cellular and the City of McAlester for wireless telecommunication services and equipment. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

L. Consider, and act upon, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

M. Ratify and approve an annual agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

N. Ratify and approve an annual agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*

O. Ratify and approve the Declaration of Emergency taken under New Business at the June 24, 2014 City Council Meeting. *(William J. Ervin, City Attorney)*

Councilman Smith requested that item "J" be removed for individual consideration.

Manager Stasiak asked that item "G" be removed for individual consideration.

A motion was made by Councilman Karr and seconded by Councilman Garvin to approve Consent Agenda items "A, B, C, D, E, F, H, I, K, L, M, and O". There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

G. Consider, and act upon, Garrow Construction, LLC's Pay Estimate No. 1 for the 30-inch Water Plant Pump Header Replacement Project at the Water Treatment Plant and authorization for the Mayor to the Contractor's Pay Estimate for the amount of $110,262.36. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve Garrow Construction, LLC's Pay Estimate No. 1 for the 30-inch Water Plant Pump Header Replacement Project at the Water Treatment Plant and authorization for the Mayor to the Contractor's Pay Estimate for the amount of $110,262.36.

Before the vote, Manager Stasiak explained that there was a terminology problem with this item and that it should have said "approve Garrow Construction, LLC's Pay Estimate No. 1 for the 30-inch Water Plant Pump Header Replacement Project at the Water Treatment Plant and

authorization for the Mayor to sign the Contractor's Pay Estimate for the amount of $110,262.36."

Mayor Harrison confirmed that both Councilman Smith and Vice-Mayor Read accepted the change in the language of the item. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

J. Ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve the annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website.

Before the vote, there was discussion among the Council including Manager Stasiak, James Stanford, City of McAlester IT Computer Support Specialist and Police Chief Wansick concerning the amount of the payment, that this was the original agreement, the inability to contact departments through the website, the change and increase for hosting media, and the City no longer having a tip line for reporting crime. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:20 P.M.

Public Hearing

- AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, SECTION 21 (b) (7); ENTITLED DOG PARK; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.

- AN ORDINANCE AMENDING CHAPTER 106, UTILITIES, ARTICLE IV. DIVISION 2. MUNICIPAL COLLECTION SERVICE, SECTION 106-327 (b), CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE; AND DECLARING AN EMERGENCY.

- A NEW ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY.

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

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

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:21 P.M.

Scheduled Business

1. Consideration and action to accept a 2014 OSMPC Incentive Fund Award in the amount of $216,000 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20140708-001 to the Oklahoma Department of Commerce to draw down the $216,000 of Funds. *(Leroy Alsup, Director of Community and Economic Development)*

Executive Summary
Motion to approve and accept a 2014 OSMPC Incentive Fund Award in the amount of $216,000 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20140708-001 to the Oklahoma Department of Commerce to draw down the $216,000 of Funds.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve and accept a 2014 OSMPC Incentive Fund Award in the amount of $216,000 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20140708-001 to the Oklahoma Department of Commerce to draw down the $216,000 of Funds.

Before the vote, Leroy Alsup, Director of Community and Economic Development addressed the Council explaining the purpose of the Oklahoma Strategic Military Planning Commission and

the City of McAlester's proposed project. He then introduced Mark Jordan, Chair of McAlester Defense Support Association.

Mr. Jordan addressed the Council commenting that defense business was big business and Oklahoma has some opportunities.

There was discussion among the Council, Attorney Ervin, Mr. Jordan and Mr. Alsup concerning the proposed project, the amount of match that was required of the City, how the City planned to meet the match, the amount of land in the proposed purchase, past partnerships and how soon the transaction would have to happen once the Council approved the motion.

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

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

Mayor Harrison declared the motion carried

2. Consider and act upon, amending Rule no.7, Chapter 10, Article 1. *(Mel Priddy, Director of Community Services)*

Executive Summary
Motion to approve amending rule no.7, chapter 10, article 1.

ORDINANCE NO. 2508

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, SECTION 21 (b) (7); ENTITLED DOG PARK; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2508,** amending Chapter 10, section 21.b.7 of the McAlester Code of Ordinances.

Before the vote, Manager Stasiak addressed the Council explaining that the Dog Park Committee met with PAWs decided that it would be in the best interest of the Dog Park to change rule number seven (7) to read "All doge entering the Dog Park must be spayed or neutered".

After a brief discussion among the Council and Manager Stasiak concerning the change in the rule, if the rules were posted on a sign at the dog park, if there had been any public comment and this seemed to be common practice around the U.S., the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

3. Consider, and act upon, a request by Eastern Oklahoma State College to partner with them for the rental fee for the use of the Expo Center on October 1-2, 2014 for the annual Career and College Tour. *(Jerry Lynn Wilson, Expo Center Manager)*

Executive Summary
Consider approving this partnership request in the amount of $2,000.00.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve a request by Eastern Oklahoma State College to partner with them for the rental fee for the use of the Expo Center on October 1-2, 2014 for the annual Career and College Tour.

Before the vote, Manager Stasiak addressed the Council explaining that this was budgeted annually for the waiver of fees and it was for a public purpose.

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

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

Mayor Harrison declared the motion carried.

4. Consider, and act upon, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed. *(Toni Ervin, CFO)*

Executive Summary
Motion to approve the amending ordinance.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed.

Before the vote, CFO Ervin informed the Council that she had received the corrected letter from Allied and the residential rate increase would be .31¢.

There was discussion among the Council including Attorney Ervin, Manager Stasiak and CFO Ervin concerning not raising both the residential and commercial, if the proposed ordinance could be amended in the meeting or if it would need to be brought back for consideration if the Council chose to amend the language, the fee charged by the City for handling customer service for Allied, the City not having raised the residential rates since the contract was first entered into, furnishing the citizens a chance to address the Council about their rates, the difference in the

rates that were started at the beginning of the contract, possibly tabling this item and having a discussion of the costs to produce water at a future meeting.

Vice-Mayor Read moved to table this item to have amended language raising both residential and commercial rates incorporated into the ordinance and allow for citizen comment. The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

5. Consider and act to Adopt and Ordinance of the City of McAlester, Oklahoma amending Chapter 46, Environment, Article II, Nuisances, adding Definitions, to the City of McAlester Code of Ordinances; adding Section 46-33, Declaration of Synthetic Cannabinoids and Incense as a Public Nuisance; Adding Section 46-32, Possession, Use, Sale or Display of Synthetic Cannabinoids and Incense; By adding Section 46-34, Enforcement; Adding Section 46-35, Penalty for Violation by Adding Section 46-36; Providing for Codification, Repealer, Severability and further Declaring an Emergency. *(Councilman Travis Read, Ward 3)*

Executive Summary
Staff Recommends adoption of the Ordinance prohibiting the sale of herbal incense, and declaring an emergency.

ORDINANCE NO. 2509

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2509**, amending Chapter 46, Article II of the City of McAlester Code of Ordinances declaring Synthetic Cannabinoids and Incense as a Public Nuisance.

Before the vote, Vice-Mayor Read stated that he had been contacted by a citizen asking that the City look at the possession and sale of synthetic Cannabinoids. He commented that this substance posed a health hazard to the public and with the help of the City Attorney, had written this ordinance so it would not conflict the any State law.

There was a lengthy discussion among the Council including Attorney Ervin and Chief Wansick concerning specific language in the proposed Ordinance, if this would keep up with the changing chemistry of the substance, if this differed from the attempt to regulate over the counter cold medicine and changing the date of passage of the Ordinance.

Lane Hendricks addressed the Council expressing concerns over the purchase and possession of legal incense.

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

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

Mayor Harrison declared the motion carried.

Vice-Mayor Read moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Karr and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

6. Consider, and act upon, approval of Change Order No. 1, for an extension of six days to the existing contract with Garrow Construction, LLC 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
Motion to approve Change Order No. 1 for the extension of time to the existing contract with Garrow Construction, LLC to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

A motion was made by Vice-Mayor Read and seconded by Councilman Karr to approve Change Order No. 1, for an extension of six days to the existing contract with Garrow Construction, LLC to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

Before the vote, John Modzelewski, P.E., City Engineer and Public Works Director addressed the Council explaining that this request for an extension of time was because of inclement weather, extensive groundwater, plant pump failures and working around electric lines.

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

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

Mayor Harrison declared the motion carried.

7. Consider, and act upon, authorizing the Mayor to sign a service contract with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign the service contract with ThyssenKrupp Elevator Corporation.

A motion was made by Councilman Smith and seconded by Councilman Garvin to authorize the Mayor to sign a service contract with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015.

Before the vote, John Modzelewski, P.E., City Engineer and Public Works Director addressed the Council explaining that this company would replace the company that the City was currently using to maintain the three (3) elevators.

There was discussion among the Council including Attorney Ervin and Manager Stasiak concerning the amount of the fees, when the fees were payable, when the City Attorney had reviewed the contracts, specific language in the contracts that the City Attorney felt needed to be changed, if the contracts could subject to the changes being made, the length of the contracts, the Council seeing the amended contracts prior to consideration, if the City had done business with this particular company before and if there was any maintenance that was currently waiting for approval of these contracts.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to table this item to present proposed changes in the contract provisions and term to vendor and then present in final form to the Council.

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

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

Mayor Harrison declared the motion carried.

8. Discussion, update and possible action, on CIP#3, Second Street Improvements, including design of road and infrastructure improvements for a segment of Second Street from Modoc Avenue to Comanche Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

The recommendation to approve extending the northern terminus approximately nine hundred linear feet from Comanche Avenue to the canal. This will include the drainage required for the project. It will also allow the replacement of the existing ten-inch water main. If necessary, after videoing the sewer line in this area, the sewer line will be replaced also.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve extending the northern terminus approximately nine hundred linear feet from Comanche Avenue to the canal in CIP #3, Second Street Improvements, including design of road and infrastructure improvements for a segment of Second Street from Modoc Avenue to Comanche Avenue.

Before the vote, John Modzelewski, P.E., City Engineer and Public Works Director addressed the Council explaining that the preliminary Geotechnical Report showed the need for an under drain system to intercept the groundwater and minimize the flow of groundwater under the road pavement. He commented that the only way to connect the under drain system to the existing storm drainage system would be to install approximately nine hundred (900) feet of 36-inch RCP and run it to the existing canal under Second Street. He added that after consulting with staff, the consulting engineers had recommended also replacing the water line, milling three (3) inches of pavement and finishing off the road segment with three (3) inches of asphalt.

There was discussion among the Council including Mr. Modzelewski and Manager Stasiak concerning the bid process, when this project had originally been identified, why it had been postponed, how this might affect the other proposed CIP projects, the number of bids that had been received for CIP #2 and doing this project right the first time.

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

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

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that his City Manager's report had been sent out last week and he was continuing to see sales tax increase.

Remarks and Inquiries by City Council

Councilmen Titsworth, Read, Karr and Barnett did not have comments for the evening.

Councilman Garvin thanked the Police Department for handling the problem in Ward 5.

Councilman Smith asked for an update on the 17th Street project.

Manager Stasiak informed the Council that the contractor had put down a lot of concrete and seemed to be on board and getting work done.

Mayor's Comments and Committee Appointments

Mayor Harrison reminded the Council of the Special Meeting this Thursday, July 10, 2014 at 5:30 p.m.

Recess Council Meeting

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

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:42 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:44 P.M.

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, Karr, Titsworth, Read, Garvin & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:20 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

July 1, 2014
Thru
July 15, 2014

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KINDRA SPARKS	I-201407096405	01 -5324207	CLOTHING ALLO KINDRA SPARKS: CLOTHING ALLOW	070017	135.00
	BRIAN GREER	I-201407096406	01 -5321331	EMPLOYEE TRAV BRIAN GREER:TRAVEL EXP	070018	50.26
	LINDA DANIELS	I-201407096407	01 -5210331	EMPLOYEE TRAV LINDA DANIELS: TRAVEL EXP	070019	325.60
01-A00355	ALL PAWN & SURPLUS					
		I-14-00116	01 -5320202	OPERATING EXP INSECT REPELLENT FOR CID	070053	107.40
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201407026400	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WORKS FAC	069984	83.88
		I-201407026400	01 -5431328	INTERNET SERV INTERNET SVS-FIRE EMER RESP	069984	62.95
		I-201407096411	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CTR	070020	72.95
		I-201407096411	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	070020	93.75
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201407096414	01 -2105	COLLECTION AG COURT COLLECTION FEES-6/14	070022	8,009.90
01-A00751	ATWOODS					
		I-2126/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	070054	169.34
		I-2129/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	070054	82.35
		I-2131/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	070054	205.94
01-B00180	UNION IRON WORKS, INC.					
		I-S1801460.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070057	235.63
		I-S1802095.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070057	55.10
01-B00497	BRANDON BECK					
		I-201407146443	01 -5544308	CONTRACT LABO UMPIRE FEE-3 GAMES	070059	75.00
01-C00100	CLEET					
		I-201407096417	01 -2100	CLEET PAYABLE CLEET FEE COLLECTED-6/14	070023	5,596.82
01-C00251	CAVENDER'S					
		I-69000	01 -5431207	CLOTHING ALLO BOOT ALLOWANCE	070060	150.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-CEMETERY	069987	39.16
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-LIBRARY	069987	51.13
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #3	069987	28.88
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-CITY HALL	069987	100.07
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-FIRE EMER RESP CTR	069987	86.24
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-OAK HILL CEMETERY	069987	28.88
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-MAINT SHOP	069987	42.82
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-1600 E COLLEGE AVE	069987	26.48
		I-201407026399	01 -5215314	GAS UTILITY GAS EXP-315 E KREBS	069987	23.03
		I-201407096412	01 -5215314	GAS UTILITY GAS EXP-STIPE CTR	070025	258.25
		I-201407096412	01 -5215314	GAS UTILITY GAS EXP-802 E HARRISON	070025	23.03
		I-201407096412	01 -5215314	GAS UTILITY GAS EXP-FIRE STATION #2	070025	25.45

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00443 CHRIS BEAROD					
	I-201407146440	01 -5544308	CONTRACT LABO UMPIRE FEE-6 GAMES	070063	150.00
01-C00463 CITY MANAGERS ASSOCIATI					
	I-13-02418	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-SUMMER CONF	070064	300.00
	I-RENEWAL 2014	01 -5210330	DUES & SUBSCR MEMBERSHIP FEE	070064	540.00
01-C00472 CIVIC PLUS					
	I-148276	01 -5225349	SOFTWARE MAIN ANNUAL SUPPORT FEE-WEB	070065	5,478.25
01-C00840 CRAWFORD & ASSOCIATES					
	I-8277	01 -5215301	AUDITING CONSULTANT FEES	070067	1,132.50
01-C00857 CRYSTAL KING					
	I-201407146446	01 -5544308	CONTRACT LABO CONCESSION WORKER FEE-6 HRS	070068	48.00
01-D00006 D & D ELEVATOR INC					
	I-302	01 -5548317	ELEVATOR REPA ELEVATOR REPAIRS	070069	2,060.00
	I-303	01 -5548317	ELEVATOR REPA ELEVATOR REPAIRS	070069	974.75
	I-304	01 -5548317	ELEVATOR REPA ELEVATOR REPAIRS	070069	13,748.40
	I-305	01 -5548317	ELEVATOR REPA ELEVATOR REPAIRS	070069	2,753.25
	I-306	01 -5548317	ELEVATOR REPA ELEVATOR REPAIRS	070069	397.50
	I-325	01 -5548317	ELEVATOR REPA ELEVATOR REPAIRS	070069	200.00
	I-327	01 -5548317	ELEVATOR REPA ELEVATOR REPAIRS	070069	200.00
01-D00052 DANIE L. TALBOT					
	I-201407146441	01 -5544308	CONTRACT LABO UMPIRE FEE-3 GAMES	070070	75.00
01-D00143 DAVE'S FITNESS PLUS					
	I-2014-03	01 -5321330	DUES YRLY MAMBERSHIP FEE	070071	1,250.00
	I-2014-03A	01 -5431330	DUES & SUBSCR YRLY MEMBERSHIP FEE-FIRE	070071	1,250.00
01-D00402 DIAMOND TROPHY & ENGRAV					
	I-154362b	01 -5653215	AWARDS/NUC PR EOM AWARDS	070078	16.95
01-E00266 ERVIN & ERVIN ATTORNEYS					
	I-7-07-14	01 -5214302	CONSULTANTS LEGAL FEES	070014	1,215.00
	I-7-7-14	01 -5214302	CONSULTANTS LEGAL FEES	070014	2,760.00
01-E00406 EXPRESS EMPLOYMENT PROF					
	I-14319457-9	01 -5215308	CONTRACT LIAB ADMINTEMP FEE	070081	755.82
	I-14347840-2	01 -5215308	CONTRACT LIAB ADMIN TEMP FEE	070081	636.48
01-F00015 FLEETCOR TECHNOLOGIES					
	I-201407146430	01 -5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONTROL	070083	409.02
	I-201407146430	01 -5321212	FUEL EXPENSE FUEL EXP-POLICE	070083	11,048.45
	I-201407146430	01 -5431212	FUEL EXPENSE FUEL EXP-FIRE	070083	2,211.66
	I-201407146430	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	070083	3,362.26
	I-201407146430	01 -5548212	FUEL EXPENSE FUEL EXP-PAM	070083	419.42

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES continued					
		I-201407146430	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	070083	3,748.08
		I-201407146430	01 -5544212	FUEL EXPENSE FUEL EXP-RECREATION	070083	588.78
		I-201407146430	01 -5652212	FUEL EXPENSE FUEL EXP-CODES	070083	539.06
		I-201407146430	01 -5225212	FUEL EXPENSE FUEL EXP-IT	070083	278.59
		I-201407146430	01 -5653212	FUEL EXPENSE FUEL EXP-SAFETY	070083	79.39
		I-201407146430	01 -5547212	FUEL EXPENSE FUEL EXP-CEMETERY	070083	439.97
		I-201407146430	01 -5432212	FUEL EXPENSE FUEL EXP-EMS	070083	1,766.19
01-F00120	FIRE MARSHAL'S ASSOC OF					
		T-14-00177	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FMAO CONF.	070086	110.00
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-BC0079781	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070090	345.95
		I-BC0080844	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070090	1,314.82
		I-BC0083105	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	070090	123.99
01-T00061	RICOH USA, INC.					
		1-5031337996	01 -5321308	CONTRACTED SE POLICE COPIER MAINT FEES	070094	72.50
01-I00099	IKON OFFICE SOLUTIONS					
		1-25456159	01 -5321308	CONTRACTED SE POLICE COPIER LEASE PMT	070095	284.00
01-I00110	IMPRESS OFFICE SUPPLY					
		1-036575	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070096	26.99
		I-036663	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070096	10.00
		I-036664	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070096	11.00
		I-036670	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070096	44.29
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-INVTECH4663	01 -5432308	CONTRACTED SE EMS CONTRACTED SVS-JUNE 2014	070097	1,460.94
01-I00120	TYLER TECHNOLOGIES					
		T-025-96446	01 -5225349	SOFTWARE MAIN ANNUAL MAINT/SUPPORT FEE	070098	34,406.10
		1-025-99158	01 -5213336	FEES MONTHLY SUPPORT FEE-COURT	070098	200.00
		1-025-99158	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEE-IT	070098	210.00
01-J00338	JOB CONSTRUCTION CO INC					
		I-031266	01 -5865403	STREETS RECON ASPHALT FOR STREET REPAIR	070102	253.15
		I-031267	01 -5865218	STREET REPAIR ASPHALT FOR DOG PK	070102	6,367.48
		I-031268	01 -5865403	STREETS RECON ASPHALT FOR STREET REPAIR	070102	384.42
01-K00053	KANDRA WELLS					
		I-7-11-2014	01 -5215302	CONSULTANTS WEBSITE CONSULTANT FEE	070104	400.00
01-K00102	KEDDO					
		I-2014-15 DUES	01 -5210330	DUES & SUBSCR MEMBERSHIP FEE	070105	1,084.19
01-L00067	COMPLIANCE RESOURCE GRO					

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VENDOR SET: 01
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00067	COMPLIANCE RESOURCE GRO continued					
		I-040628	01 -5653340	DRUG TESTING/ RAMDOM DRUG TESTING	070107	50.00
		I-040679	01 -5653340	DRUG TESTING/ RAMDOM DRUG TESTING	070107	50.00
		I-040819	01 -5653340	DRUG TESTING/ RANDOM DRUG TESTING	070107	337.50
01-L00380	LOCKE SUPPLY CO.					
		I-23306990-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	070110	48.06
		I-23462698-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070110	41.18
		I-23462880-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070110	8.37
01-L00424	LOVICA WARREN					
		I-201407146447	01 -5544300	CONTRACT LABO CONCESSION WORKER FEE-6 HRS	070111	48.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-02085	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070112	61.67
		I-02946	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070112	109.20
		I-05489	01 -5431204	SMALL TOOLS MISC JANITORIAL SUPPLIES	070112	160.65
		I-07008	01 -5431204	SMALL TOOLS MISC MAINT SUPPLIES	070112	17.29
		I-9002752	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070112	63.62
01-M00280	MEGAPATH					
		I-5569958	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	070027	1,068.63
01-M00460	MITCHAEL D'S DIST., LLC					
		I-626974	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	070114	180.50
		I-746401	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	070114	179.50
01-M00570	MOORE MEDICAL CORP.					
		I-982378701	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	070115	1,175.63
01-M00578	MRHC WELLNESS CENTER					
		I-2014-15 DUES	01 -5653215	AWARDS/NUC PR YRLY MEMBERSHIP DUES	070116	3,000.00
01-M00771	MYTECH PARTNERS					
		I-58223	01 -5225330	DUES & SUBSCR COMPUTER FIREWALL DUES	070119	1,448.00
		I-58223	01 -5225349	SOFTWARE MAIN COMPUTER FIREWALL DUES	070119	1,825.00
01-MC0098	MCAFEE & TAFT					
		I-431216	01 -5214302	CONSULTANTS LEGAL FEES-GREEN	070120	202.50
		I-431790	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	070120	345.00
		I-431791	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	070120	2,093.00
		I-431792	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	070120	529.00
		I-431793	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	070120	230.00
		I-431794	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	070120	69.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00097338	01 -5865203	REPAIR & MAIN PAINT SUPPLIES FOR T/C	070121	84.48
		I-00097660	01 -5543206	CHEMICALS CHEMICALS FOR POOLS	070121	210.32
		I-00097954	01 -5543206	CHEMICALS CHEMICALS FOR POOLS	070121	343.42

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0169	MCALESTER REGIONAL HOSP					
		I-CITYLAB 6/30/2014	01 -5653348	DRUG TESTING/ MISC DRUG SCREEN TESTING	070122	177.00
		I-CITYOFMC 6/30/2014	01 -5653348	DRUG TESTING/ PHYSICAL CAPACITY TEST	070123	196.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700589	01 -5548311	PARKING RENTA PARKING LOT RENTAL-7/14	070124	375.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05615002	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070125	60.55
		I-05615004	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070125	18.40
		I-05615005	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070125	15.55
		I-05615006	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070125	16.30
		I-05615007	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	070125	26.29
		I-148-2014	01 -5432330	DUES & SUBSCR YRLY SUBCRIPTION FEE	070125	119.58
		I-32896-2014	01 -5432330	DUES & SUBSCR YRLY SUBCRIPTION FEE	070125	119.58
01-N00325	NORTH TEXAS TOLLWAY AUT					
		I-785767182	01 -5321331	EMPLOYEE TRAV TOLL FEES: UNIT 81	070129	10.33
01-000081	OAPT, US&C					
		I-2014-122	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-OAPT MTG	070133	50.00
01-000082	OAKLEY					
		I-730220523	01 -5431207	CLOTHING ALLO SAFETY GLASSES	070134	158.94
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201407096415	01 -2103	OBN PAYABLE (DRUG EDUCATION FEES-6/14	070028	40.00
01-000414	OKLA TAX COMMISSION-AUT					
		I-14-00173	01 -5215202	OPERATING SUP TITLE & TAG	070138	26.50
01-000427	OKLA UNIFORM BUILDING C					
		I-JUNE 2014	01 -5652336	FEES BLDG PERMIT FEES	070029	108.00
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-025363	01 -5101330	DUES & SUBSCR ANNUAL MEMBERSHIP FEE	070139	22,120.45
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-34027	01 -5215322	LIABILITY INS LIABILITY INS PREM-1ST QT	070140	18,607.35
		I-34027	01 -5215322	LIABILITY INS EQUIP INS PREMIUM- 1ST QT	070140	347.31
		I-34099	01 -5215322	LIABILITY INS PROPERTY INS PREM-1ST QT	070140	11,149.50
		I-34719	01 -5215322	LIABILITY INS EQUIP INS PREMIUM- 1ST QT	070140	43.09
01-000595	OSBI					
		I-14-005137-S	01 -5225349	SOFTWARE MAIN ANNUAL ODIS SUPPORT FEE	070142	5,000.00
		I-201407096416	01 -2101	AFIS PAYABLE AFIS FEES-6/14	070030	3,047.94
		I-201407096416	01 -2102	FORENSICS PAY FORENSIC FEES-6/14	070030	2,935.14
		I-201407096416	01 -2106	OSBI-LAB FEE LAB FEES-6/14	070030	47.07

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00242	PETER STASIAK					
		I-201407026403	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MTG TO SHAWNEE	069989	129.05
01-P00391	PK SAFETY SUPPLY CO.					
		I-218187	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	070144	336.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201407026395	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1016 S SOUTH AVE	069991	269.60
		I-201407026395	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1699 E CARL ALBER	069991	24.71
		I-201407026395	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PD/NARC	069991	137.80
		I-201407026395	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-FIRE EMER RESP	069991	834.55
		I-201407096418	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1099 E WYANDOTTE	070031	41.01
		I-201407096418	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-LIBRARY	070031	4,261.15
		I-201407096418	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-417 E CHADICK	070031	36.88
		I-201407096418	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-301 W JEFFERSON	070031	36.88
		I-201407096418	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-STREET LIGHTS	070031	12,461.85
		I-201407096418	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-GENERAL	070031	13,588.41
01-Q00017	JOSHUA HASS dba QUALITY					
		I-004026	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	070145	751.30
01-Q00034	QUARTZ MOUNTAIN RESORT					
		I-14-00225	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FMAO CONF.	070146	249.00
01-R00247	RESONANCE BROADBAND					
		I-201407096421	01 -5544202	OPERATING SUP INTERNET SVS-SBC	070032	60.00
01-R00305	RICHARD COTTON					
		I-124	01 -5542308	CONTRACTED SE CONTRACT SVS-ARCHERY PK	070149	75.00
01-R00469	ROGIC					
		I-0031745-IN	01 -5370308	CONTRACTED SE ANNUAL SERVICE FEE	070150	300.00
01-R00541	ROY WARD					
		I-201407146444	01 -5544308	CONTRACT LABO UMPIRE FEE-5 GAMES	070151	125.00
01-S00013	SAF-T-GLOVE INC					
		I-732609-00	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	070152	76.76
01-S00016	SAFETY GLASSES USA, INC					
		I-583818	01 -5653213	SAFETY EXPENS SAFETY GOGGLES	070153	205.30
01-S00212	SERVICE & EQUIPMENT INT					
		I-2014-0702	01 -5548316	REPAIRS & MAI MISC ELECTRICAL REPAIRS	070154	1,546.70
01-S00444	SOUTHEAST DESIGN					
		I-544195	01 -5544203	REPAIRS & MAI SHIRTS FOR VOLLEYBALL	070157	75.00
01-S00726	STAPLES ADVANTAGE					

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE continued					
		I-27508	01 -5215202	OPERATING SUP OFFICE SUPPLIES	070158	9.19
01-T00056	TED ALEXANDER					
		I-201407146442	01 -5544308	CONTRACT LABO UMPIRE FEE-3 GAMES	070159	75.00
01-T00131	TESCORP					
		I-915490	01 -5431203	REPAIRS & MAI MISC PARTS FOR CASCADE	070160	85.47
01-T00320	THYSSENKRUPP ELEVATOR C					
		I-6000077790	01 -5548317	ELEVATOR REPA ELEVATOR MAINT-LIBRARY	070162	325.00
01-T00370	TIPPIT INSURANCE AGENCY					
		I-54063	01 -5215322	LIABILITY INS EMPLOYEE BOND-CTY CL	070164	175.00
01-T00429	THOMAS J DAVIS					
		I-201407146445	01 -5544308	CONTRACT LABO UMPIRE FEE-8 GAMES	070165	200.00
01-U00020	UNITED STATES CELLULAR					
		I-0042730603	01 -5544202	OPERATING SUP SBC MONTHLY INTERNET SVS-7/14	070035	51.75
		I-0042767532	01 -5215315	TELEPHONE UTI CELL EXP-GENERAL	070035	1,738.90
01-U00128	UNITED PACKAGING & SHIP					
		I-143033	01 -5321202	OPERATING SUP SHIPPING FEES	070168	13.92
		I-143034	01 -5321202	OPERATING SUP SHIPPING FEES	070168	16.59
		I-143167	01 -5321202	OPERATING SUP SHIPPING FEES	070168	12.44
01-W00040	WALMART COMMUNITY BRC					
		I-01188	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES-FIRE	070169	109.67
01-W00193	WEDDLE SIGNS					
		I-66149	01 -5215202	OPERATING SUP LABOR/INSTALL TRAIL SIGNS	070171	80.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1771250.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	070173	43.83
01-W00456	WORKING WELL					
		I-CITYOFMC 6/30/14	01 -5653213	SAFETY EXPENS MEDICAL QUESTIONAIRES	070174	65.00

FUND 01 GENERAL FUND TOTAL: 242,615.94

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VENDOR SET: 01
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING						
		I-4F20019	02 -5974304	LAB TESTING	LAB TESTING FEES	070050	25.00
01-A00267	AIRGAS, INC						
		I-9919420474	02 -5973203	REPAIRS & MAI	MONTHLY BOTTLE RENTAL FEE	070051	99.74
01-A00362	ALLEGIANCE COMMUNICATIO						
		I-201407026400	02 -5973328	INTERNET SERV	INTERNET SVS-WWTP	069984	68.65
01-A00423	ALLIED WASTE SERVICES O						
		I-375-0003466160	02 -5866306	CONTRACTED RE	WASTE SERVICE FEE-JUNE 2014	070021	153,386.53
		I-375-0003466160	02 -5866306	CONTRACTED RE	BAD DEBT WRITE OFF	070021	73.70-
01-A00582	AT&T						
		I-201407026398	02 -5267315	TELEPHONE UTI	UTILITIES-INTERNET SVS	069986	1,414.50
01-A00751	ATWOODS						
		I-2117/9	02 -5974203	REPAIRS & MAI	MISC MAINT & REPAIRS	070054	67.87
		I-2120/9	02 -5974203	REPAIRS & MAI	MISC MAINT & REPAIRS	070054	75.96
01-B00180	UNION IRON WORKS, INC.						
		I-S1799420.001	02 -5975202	OPERATING SUP	MISC MAINT & REPAIR ITEMS	070057	57.21
		I-S1802455.001	02 -5975202	OPERATING SUP	MISC MAINT & REPAIR ITEMS	070057	12.33
01-B00491	BRENNTAG SOUTHWEST						
		I-BSW513354	02 -5974206	CHEMICALS	CAUSTIC FOR WTP	070058	3,747.60
		I-BSW515305	02 -5973206	CHEMICALS	CHLORINE FOR WWTP	070058	590.00
01-C00271	CBSA						
		I-201407146434	02 -2512	CBSA COLLECTI	UB&C COLLECTION FEES-JUNE 2014	070061	221.03
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201407026399	02 -5267314	GAS UTILITY	GAS EXP-CITY BARN	069987	32.30
		I-201407096412	02 -5267314	GAS UTILITY	GAS EXP-301 E POLK	070025	70.05
01-C00649	COMPUTER SUPPLIES & SER						
		I-23139	02 -5216202	OPERATING SUP	RETURN ENVELOPES-UB&C	070066	1,201.91
01-D00158	DAVID T HARDGRAVE						
		I-4-1406	02 -5973302	CONSULTANTS (	MONTHLY PRE-TREATMENT FEE	070072	1,258.95
01-D00322	DEPT. OF ENVIR. QUALITY						
		I-55187006	02 -5864329	DEQ FEES	STORM WATER PERMITS	070074	347.71
		I-55187007	02 -5973329	DEQ FEES	STORM WATER PERMITS	070075	347.71
		I-55187532	02 -5973329	DEQ FEES	STORM WATER PERMITS	070076	347.71
		I-61012839	02 -5864329	DEQ FEES	QUARTERLY REPORTS-LF	070077	29.56
01-D00540	DOLESE BROTHERS						
		I-RM14041963	02 -5975218	STREET REPAIR	CONRETE FOR ST. REPAIRS	070079	1,007.00

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FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00540	DOLESE BROTHERS continued					
		I-RM14042697	02 -5975218	STREET REPAIR CONRETE FOR ST. REPAIRS	070079	784.00
01-E00024	STANLEY RAY OWENS DBA E					
		I-1944	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL FEE	070080	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201407146429	02 -5216212	FUEL EXPENSE FUEL EXP-UB&C	070082	983.03
		I-201407146429	02 -5864212	FUEL EXPENSE FUEL EXP-LANDFILL	070082	65.17
		I-201407146429	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	070082	565.56
		I-201407146429	02 -5871212	FUEL EXPENSE FUEL EXP-ENG	070082	106.97
		I-201407146429	02 -5974212	FUEL EXPENSE FUEL EXP-WTP	070082	939.82
		I-201407146429	02 -5973212	FUEL EXPENSE FUEL EXP-WWTP	070082	805.18
		I-201407146429	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	070082	3,496.97
		I-201407146430	02 -5216212	FUEL EXPENSE FUEL EXP-UB&C	070083	50.58
01-F00037	FASTENAL					
		I-OKMCA125221	02 -5974316	REPAIRS & MAI MISC REPAIR ITEMS	070085	133.28
		I-OKMCA125636	02 -5974316	REPAIRS & MAI MISC REPAIR ITEMS	070085	38.64
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201407096409	02 -5267314	GAS UTILITY GAS EXP-HEREFORD LANE	070026	8.25
01-I00020	I B T, INC					
		I-6341876	02 -5974316	REPAIRS & MAI PARTS FOR FINISH MOTORS	070093	1,827.76
01-J00120	TYLER TECHNOLOGIES					
		I-025-99158	02 -5216336	FEES MONTHLY SUPPORT FEE-UB&C	070098	293.16
01-J00338	JOB CONSTRUCTION CO INC					
		I-031288	02 -5975218	STREET REPAIR ASPHALT FOR STREET REPAIR	070102	1,515.98
01-L00428	LOWE'S CREDIT SERVICES					
		I-08023	02 -5974316	REPAIRS & MAI MISC REPAIR ITEMS	070112	99.83
		I-910717	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	070112	27.17
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-135687-TW	02 -5267323	DAMAGES DEDUCTIBLE-SEWER BACKUP	070140	1,000.00
		I-34027	02 -5267322	LIABILITY INS LIABILITY INS PREM-1ST QT	070140	4,532.35
		I-34027	02 -5267322	LIABILITY INS EQUIP INS PREMIUM- 1ST QT	070140	180.22
		I-34099	02 -5267322	LIABILITY INS PROPERTY INS PREM- 1ST QT	070140	4,667.64
01-P00420	POSTMASTER					
		I-13-02266	02 -5974317	ADVERTISING/P POSTAGE FOR CCR LETTERS	069990	3,500.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201407096418	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-MPWA	070031	40,978.83
01-R00600	RURAL WATER DISTRICT #1					

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VENDOR SET: 01
FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00600 RURAL WATER DISTRICT #1 continued					
	I-201407026401	02 -5267316	WATER UTILITY WATER @ LANDFILL-JUNE 2014	069992	14.30
01-S00216 SEVERN TRENT ENV SVCS					
	I-201407146433	02 -5974302	CONSULTANTS OPERATION FEE FOR WTP-7/14	070155	113,008.00
01-S00580 AT & T					
	I-201407096408	02 -5267315	TELEPHONE UTI PHONE EXP-MPWA	070033	4,375.91
01-S00726 STAPLES ADVANTAGE					
	I-3235119503	02 -5267202	OPERATING SUP OFFICE SUPPLIES	070158	171.20
	I-3235119504	02 -5267202	OPERATING SUP OFFICE SUPPLIES	070158	57.52
	I-3235119505	02 -5267202	OPERATING SUP OFFICE SUPPLIES	070158	61.92
	I-3235119506	02 -5267202	OPERATING SUP OFFICE SUPPLIES	070158	229.72
01-T00473 TONY'S REFRIGERATION, I					
	1-1204	02 -5974203	REPAIRS & MAI REPAIRS TO WATER PUMP	070166	250.00
01-U00020 UNITED STATES CELLULAR					
	I-0042767532	02 -5267315	TELEPHONE UTI CELL EXP-MPWA	070035	859.42
01-U00051 UTILITY SUPPLY CO.					
	I-077055	02 -5975230	SEWER MAIN RE 12" PIPE REPAIRS	070167	771.95
	I-077056	02 -5975230	SEWER MAIN RE 12" PIPE REPAIRS	070167	361.47
	I-077057	02 -5975230	SEWER MAIN RE 12" PIPE REPAIRS	070167	225.00
01-U00128 UNITED PACKAGING & SHIP					
	I-142825	02 -5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	070168	38.17
	I-143224	02 -5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	070168	37.75
01-W00270 WHITE ELECTRICAL SUPPLY					
	I-S1766991.001	02 -5973203	REPAIRS & MAI MISC ELECT REPAIR ITEMS	070173	274.80
	I-S1770271.002	02 -5973203	REPAIRS & MAI MISC ELECT REPAIR ITEMS	070173	650.00
			FUND 02 MPWA	TOTAL:	352,443.14

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VENDOR SET: 01
FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201407026399	03 -5876314	GAS UTILITY	GAS EXP-AIRPORT	069987	28.88
01-D00322	DEPT. OF ENVIR. QUALITY						
		I-55187005	03 -5876329	DEQ FEES	STORM WATER PERMITS	070073	347.71
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201407146429	03 -5876212	FUEL EXPENSE	FUEL EXP-AIRPORT	070082	616.82
01-G00490	GRISSOM IMPLEMENT INC						
		I-412275	03 -5876316	REPAIRS & MAI	MOWER REPAIR PARTS	070092	35.23
01-O00556	OMAG-OK MUNICIPAL ASSUR						
		I-34027	03 -5876322	INSURANCE/BON	EQUIP INS PREMIUM- 1ST QT	070140	12.28
		I-34099	03 -5876322	INSURANCE/BON	PROPERTY INS PREM- 1ST QT	070140	2,345.42
01-P00560	PUBLIC SERVICE/AEP						
		I-201407026395	03 -5876313	ELECTRIC UTIL	ELECTRIC EXP-AIRPORT	069991	1,408.88
01-T00370	TIPPIT INSURANCE AGENCY						
		I-53721	03 -5876322	INSURANCE/BON	AIRPORT LIABILITY INS	070164	1,150.00
01-U00020	UNITED STATES CELLULAR						
		I-0042767532	03 -5876315	TELEPHONE UTI	CELL EXP-AIRPORT	070035	27.34
				FUND	03 AIRPORT AUTHORITY	TOTAL:	5,972.56

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201407146437	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	070052	165.00
		I-201407146438	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	070052	99.68
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201407146430	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	070083	954.74
01-G00288	GERALDINE F MALKOWSKI					
		I-201407146435	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	070091	150.00
		I-201407146436	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	070091	100.80
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-34027	08 -5549322	LIABILITY INS LIABILITY INS PREM-1ST QT	070140	1,083.82
01-R00304	RICHELLE CHEYENNE					
		I-201407146439	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	070148	106.40
01-U00020	UNITED STATES CELLULAR					
		I-0042767532	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	070035	82.02

FUND 08 NUTRITION TOTAL: 2,742.46

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00342	THE CAREL CORPORATION					
		I-9271	09 -5864327	SUB TITLE D E GAS MONITORING PROBE@ LF	070163	7,978.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		7,978.00

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 27 TOURISM FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00075 LAKE EUFAULA ASSOC INC					
	I-2014 DUES	27 -5655214	TOURISM EXPEN MEMBERSHIP FEE	070108	100.00
01-N00250 MCALESTER NEWS CAPITAL					
	I-JUNE #1001	27 -5655348	FESTIVAL/JULY ADS FOR JULY 4TH FESTIVAL	070125	430.00
01-N00271 FREEDOM FORD INC					
	I-14-00220	27 -5655402	TOURISM - VEH NEW VEHICLE FOR TOURISM	070126	17,420.00
01-O00137 OKLA TOURISM/RECREATION					
	I-11578	27 -5655214	TOURISM EXPEN MAILING FEE-TORISM BROCHU	070136	346.53
01-R00247 RESONANCE BROADBAND					
	I-201407096421	27 -5655202	OPERATING SUP INTERNET SVS-TOURISM	070032	100.00
01-U00020 UNITED STATES CELLULAR					
	I-0042767532	27 -5655315	TELEPHONE UTI CELL EXP-EXPO	070035	52.34
01-U00128 UNITED PACKAGING & SHIP					
	I-143231	27 -5655202	OPERATING SUP SHIPPING FEES FOR TOURISM	070168	36.69

FUND 27 TOURISM FUND TOTAL: 18,485.56

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201407096413	28 -5654314	GAS UTILITY GAS EXP-EXPO	070025	100.87
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201407146431	28 -5654212	FUEL EXPENSE FUEL EXP-EXPO	070004	132.48
01-J00110	JACKIE BRANNON CORR. CT					
		I-20140174	28 -5654308	CONTRACT SERV MONTHLY INMATE FEE	070101	74.23
01-L00343	LINDA TESTA					
		I-742014	28 -5654210	CONCESSION SU EXPO CONCESSION HELP	070109	52.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-04188	28 -5654203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	070112	65.64
		I-05347	28 -5654203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	070112	292.83
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-34027	28 -5654322	LIABILITY INS LIABILITY INS PREM-1ST QT	070140	886.76
		I-34099	28 -5654322	LIABILITY INS PROPERTY INS PREM- 1ST QT	070140	4,616.85
		I-34099	28 -5654322	LIABILITY INS PROPERTY INS PREM- 1ST QT	070140	202.50
01-P00560	PUBLIC SERVICE/AEP					
		I-201407026395	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO RV PARK	069991	36.16
		I-201407026395	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO	069991	6,736.57
01-R00247	RESONANCE BROADBAND					
		I-201407096421	28 -5654320	INTERNET SERV INTERNET SVS-EXPO	070032	100.00
01-U00020	UNITED STATES CELLULAR					
		I-0042767532	28 -5654315	TELEPHONE UTI CELL EXP-EXPO	070035	82.02
01-W00040	WALMART COMMUNITY BRC					
		I-07615	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	070169	37.60
		I-09099	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	070169	142.66

FUND 28 SE EXPO CENTER TOTAL: 13,559.27

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201407026396	29 -5324315	TELEPHONE UTI PHONE EXP-HOST CIRCUIT E-911	069985	791.51
		I-201407026396	29 -5324315	TELEPHONE UTI PHONE EXP-HOST CIRCUIT E-911 P	069985	198.00
01-C00146	CANADIAN VALLEY TELEPHO					
		I-1974$Z00801.020	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LINE	070024	113.36
01-C00856	CROSS TELEPHONE COMPANY					
		I-00010347	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LN	069988	473.02
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201407146430	29 -5324212	FUEL EXPENSE FUEL EXP-E-911	070083	241.01
01-O00276	OKLA DEPT OF PUBLIC SAF					
		I-04-1500109	29 -5324308	CONTRACTED SE TELETYPE RENTAL FOR E-911	070137	350.00
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-34027	29 -5324322	LIABILITY INS LIABILITY INS PREM-1ST QT	070140	788.23
01-S00580	AT & T					
		I-201407026397	29 -5324315	TELEPHONE UTI PHONE EXP- E-911	069993	2,227.00
		I-201407096410	29 -5324315	TELEPHONE UTI PHONE EXP-911 WIRELESS	070034	228.36
01-U00020	UNITED STATES CELLULAR					
		I-0042767532	29 -5324315	TELEPHONE UTI CELL EXP-E-911	070035	27.34
				FUND 29 E-911	TOTAL:	5,437.83

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00093	GOVERNOR'S ECONOMIC DEV					
		I-6312	30 -5652330	DUES & SUBSCR MEMBERSHIP FEE	070089	250.00
01-I00222	INTERNAT'L COUNCIL OF S					
		I-14-00253	30 -5652330	DUES & SUBSCR MEMBERSHIP FEE	070099	100.00
		I-14-00253	30 -5652330	DUES & SUBSCR MEMBERSHIP FEE	070099	50.00
01-I00230	INTERNATIONAL ECONOMIC					
		I-14-00231	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-IEDC CONF.	070100	695.00
01-O00061	OEDC					
		I-77024	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-OEDC MTG	070130	300.00
01-O00563	OMNI DALLAS HOTEL					
		I-40016117467	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ICSC CONF	070141	722.67
		I-40016117474	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ICSC CONF	070141	722.67
01-R00260	RETAIL ATTRACTIONS LLC					
		I-0615	30 -5652302	CONSULTANTS CONSULTANT FEES	070147	1,000.00
01-S00241	SHAWNEE ECONOMIC DEVELO					
		I-193	30 -5652302	CONSULTANTS LOBBYIST FEE	070156	5,000.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	8,840.34

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00169	MASIMO					
		I-1558337	32 -5215207	FIRE DONATION CARBOXYHEMOGLOBIN MONITOR	070113	699.67
		I-1559025	32 -5215207	FIRE DONATION CARBOXYHEMOGLOBIN MONITOR	070113	3,792.00
				FUND 32 GRANTS & CONTRIBUTIONS TOTAL:		4,491.67

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
		I-945352	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070055	5.99
		I-945384	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070055	12.16
		I-945480	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070055	195.72
		I-945488	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070055	113.13
		I-945492	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070055	57.49
		I-945526	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	10.72
		I-945564	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	31.23
		I-945581	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	138.68
		I-945597	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	11.76
		I-945636	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	46.10
		I-945648	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	28.95
		I-945652	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	11.49
		I-945696	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	20.24
		I-945798	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070055	100.68
		I-945935	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070056	66.90
		I-946004	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070056	13.00
01-C00339	CERTIFIED LABORATORIES					
		I-1566126	35 -5862203	REPAIRS & MAI DIESEL MATE FOR VEHICLES	070062	648.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201407146430	35 -5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	070083	310.32
01-F00305	FRONTIER EQUIP. SALES					
		I-140626MCALE	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR UTM-13	070087	212.43
01-F00310	FRONTIER INTNL. TRUCKS,					
		I-911243	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR UTM-44	070088	1,285.78
01-K00190	YELLOWHOUSE MACHINERY C					
		I-09 910291	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070106	28.04
		I-09 952932	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070106	635.71
01-M00769	MYDER FIRE SUPPORT SERV					
		I-ML01785	35 -5862203	REPAIRS & MAI REPAIRE PARTS FOR ENG #1	070118	3,578.64
		I-ML01786	35 -5862203	REPAIRS & MAI REPAIR TO ENG # 2 & # 3	070118	2,014.90
		I-ML01787	35 -5862203	REPAIRS & MAI REPAIR TO ENG # 2 & # 3	070118	2,125.16
		I-ML01788	35 -5862203	REPAIRS & MAI REPAIR TO ENG # 2 & # 3	070118	642.00
01-N00271	FREEDOM FORD INC					
		I-156006	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070127	36.00
		I-156039	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	070128	33.00
01-O00075	O'REILLY AUTO PARTS					
		C-0230-209326	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	97.25-
		I-0230-140780A	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	23.99
		I-0230-187792	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	32.30
		I-0230-194507	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	8.93

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-O00075	O'REILLY AUTO PARTS continued					
		I-0230-205812	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	16.15
		I-0230-208970	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	289.56
		I-0230-208972	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	97.25
		I-0230-209139	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	185.99
		I-0230-209203	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	32.06
		I-0230-209271	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	86.94
		I-0230-209292	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	138.56
		I-0230-209732	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	43.96
		I-0230-210210	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	69.92
		I-0230-210272	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070131	5.49
		I-0230-210316	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070132	7.61
		I-0230-211713	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070132	30.00
		I-0230-212298	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070132	7.49
		I-0230140934A	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	070132	80.31
01-O00122	OK TIRE					
		I-14258	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENTS	070135	59.95
		I-14339	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENTS	070135	130.00
01-P00023	P & K EQUIPMENT, INC					
		I-1600871	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR PK-60	070143	518.03
01-T00141	TEXAS REFINERY CORP					
		I-931380	35 -5862203	REPAIRS & MAI GREASE FOR STOCK @ SHOP	070161	780.00
01-U00020	UNITED STATES CELLULAR					
		I-0042767532	35 -5862203	REPAIRS & MAI CELL EXP-FLEET MAINT	070035	60.98
01-W00072	WARREN CAT					
		I-PS100514601	35 -5862203	REPAIRS & MAI PARTS FOR LF-5 DOZER	070170	268.35
01-W00195	WELDON PARTS INC.					
		I-1279625-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	070172	27.38

FUND 35 FLEET MAINTENANCE TOTAL: 15,318.17

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00435	JORDAN CARRIS AGENCY					
		I-5047	36 -5215309	INSURANCE EXCESS WORK COMP INS	070103	66,343.00
01-M00629	MUTUAL ASSURANCE ADIMIN					
		I-201407	36 -5215315	THIRD PARTY A W/C ADMIN	070117	941.68
				FUND 36 WORKER'S COMPENSATION TOTAL:		67,284.68

PACKET: 11817 CLAIMS FOR 07/22/2014
VENDOR SET: 01
FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00147	GARRON CONSTRUCTION, LL					
		I-PAYMENT #1	41 -5974402	30 INCH PUMP 30" PUMP HEADER REPLACE	070016	110,262.36
				FUND 41 CIP FUND	TOTAL:	110,262.36
					REPORT GRAND TOTAL:	855,431.98

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP OVER BUDG
2013-2014	01 -2100	CLEET PAYABLE (COURT)	5,596.82						
	01 -2101	AFTS PAYABLE - COURT	3,047.94						
	01 -2102	FORENSICS PAYABLE (COURT)	2,935.14						
	01 -2103	OBN PAYABLE (COURT)	40.00						
	01 -2105	COLLECTION AGENCY 25% (COU	8,009.90						
	01 -2106	OSBI-LAB FEE PAYABLE	47.07						
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	429.05	7,932	0.95				
	01 -5212317	ADVERTISING & PRINTING	110.80	2,000	362.62				
	01 -5214302	CONSULTANTS	2,760.00	120,000	33,684.99-	Y			
	01 -5215202	OPERATING SUPPLIES	26.99	38,500	1,381.49				
	01 -5215301	AUDITING	1,132.50	20,148	1,374.25				
	01 -5215308	CONTRACT LIABILITY	755.82	65,524	62,503.07				
	01 -5215313	ELECTRIC UTILITY	31,692.92	287,000	39,048.05-	Y			
	01 -5215314	GAS UTILITY	734.22	11,000	9,308.49-	Y			
	01 -5225212	FUEL EXPENSE	278.59	1,813	173.25				
	01 -5225330	DUES & SUBSCRIPTIONS	1,448.00	1,648	0.00				
	01 -5225349	SOFTWARE MAINTENANCE	1,825.00	57,689	3,515.85				
	01 -5321212	FUEL EXPENSE	11,048.45	117,627	10,681.04-	Y			
	01 -5322212	FUEL EXPENSE	409.02	4,000	349.08-	Y			
	01 -5324207	CLOTHING ALLOWANCE	135.00	1,000	391.35				
	01 -5431203	REPAIRS & MAINT SUPPLIES	85.47	7,900	862.65				
	01 -5431204	SMALL TOOLS	177.94	3,100	671.31				
	01 -5431207	CLOTHING ALLOWANCE	1,943.70	26,000	4,121.54				
	01 -5431212	FUEL EXPENSE	2,211.66	19,068	975.74-	Y			
	01 -5432202	OPERATING SUPPLIES	1,175.63	24,900	679.07-	Y			
	01 -5432212	FUEL EXPENSE	1,766.19	19,004	1,918.99				
	01 -5432308	CONTRACTED SERVICES	1,468.94	37,302	712.10-	Y			
	01 -5542203	REPAIRS & MAINT SUPPLIES	283.69	57,432	272.75				
	01 -5542212	FUEL EXPENSE	3,362.26	29,691	3,361.59-	Y			
	01 -5543206	CHEMICALS	553.74	18,000	802.98				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	75.00	5,700	88.49				
	01 -5544212	FUEL EXPENSE	568.78	3,088	64.54-	Y			
	01 -5547212	FUEL EXPENSE	439.97	10,930	439.52-	Y			
	01 -5548203	REPAIRS & MAINTENANCE SUPP	116.85	58,100	3,022.48				
	01 -5548212	FUEL EXPENSE	419.42	5,569	419.16-	Y			
	01 -5548317	ELEVATOR REPAIR/MAINTENANC	20,658.90	7,525	20,144.08-	Y			
	01 -5652212	FUEL EXPENSE	539.06	6,228	1,183.16				
	01 -5652336	FEES	108.00	1,800	384.00				
	01 -5653212	FUEL EXPENSE	79.39	808	127.81				
	01 -5653213	SAFETY EXPENSE	65.00	24,000	5,091.31				
	01 -5653348	DRUG TESTING/PHYSICALS	473.00	12,000	1,939.30				
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	84.40	66,253	12,206.85				
	01 -5865212	FUEL EXPENSE	3,748.08	53,897	3,747.61-	Y			
	01 -5865218	STREET REPAIRS & MAINTENAN	6,367.48	265,102	38,549.26				
	01 -5865403	STREETS RECONSTRUCTION PRO	637.57	541,398	78,006.30				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	02 -2512	CBSA COLLECTION FEES	221.03						
	02 -5216212	FUEL EXPENSE	1,033.61	8,730	5.25-	Y			
	02 -5267202	OPERATING SUPPLIES	520.36	9,472	890.36				
	02 -5267313	ELECTRIC UTILITY	40,978.83	359,123	88,310.09-	Y			
	02 -5267314	GAS UTILITY	110.60	7,223	2,826.92-	Y			
	02 -5267315	TELEPHONE UTILITY	1,414.50	90,000	13,086.15-	Y			
	02 -5267316	WATER UTILITY	14.30	4,232	3,927.53				
	02 -5864212	FUEL EXPENSE	65.17	697	66.60				
	02 -5864329	DEQ FEES	29.56	2,000	804.75				
	02 -5866212	FUEL EXPENSE	585.56	13,525	3,004.88				
	02 -5866306	CONTRACTED REFUSE SERVICES	153,312.83	1,824,700	2,872.46-	Y			
	02 -5871212	FUEL EXPENSE	106.97	3,438	524.04				
	02 -5973203	REPAIRS & MAINT SUPPLIES	924.80	49,651	13,098.63				
	02 -5973206	CHEMICALS	590.00	4,600	510.40				
	02 -5973212	FUEL EXPENSE	805.18	15,237	804.21-	Y			
	02 -5973302	CONSULTANTS (IND. PRETREAT	1,258.95	26,900	6,780.41				
	02 -5974203	REPAIRS & MAINT SUPPLIES	393.83	82,000	1,121.07				
	02 -5974206	CHEMICALS	3,747.60	355,764	69,824.92				
	02 -5974212	FUEL EXPENSE	939.82	20,006	917.36				
	02 -5974304	LAB TESTING	25.00	35,000	6,340.92				
	02 -5974316	REPAIRS & MAINTENANCE	2,099.51	64,500	22,606.32				
	02 -5974317	ADVERTISING/PRINTING/POSTA	3,500.00	6,500	315.43				
	02 -5975202	OPERATING SUPPLIES	69.54	5,000	1,876.90				
	02 -5975209	UTILITY MAINTENANCE SUPP.	27.17	32,500	4,831.92				
	02 -5975212	FUEL EXPENSE	3,496.97	38,409	5,127.59				
	02 -5975218	STREET REPAIRS & MAINTENAN	3,306.98	120,236	20,981.65				
	02 -5975230	SEWER MAIN REPAIR	1,358.42	10,000	633.82				
	03 -5876212	FUEL EXPENSE	616.82	3,600	503.76-	Y			
	03 -5876313	ELECTRIC UTILITY	1,408.88	11,770	1,211.93-	Y			
	03 -5876314	GAS UTILITY	28.88	500	358.50				
	03 -5876316	REPAIRS & MAINTENANCE	35.23	5,000	83.75				
	08 -5549212	FUEL EXPENSE	954.74	9,400	272.91-	Y			
	09 -5864327	SUB TITLE D EXPENSE	7,978.00	80,000	32,159.47				
	27 -5655348	FESTIVAL/JULY 4TH	430.00	16,000	3,990.00-	Y			
	28 -5654300	CONTRACT SERVICES	74.23	1,893	228.18				
	28 -5654313	ELECTRIC UTILITY	6,772.73	65,884	0.22				
	29 -5324212	FUEL EXPENSE	241.01	1,494	356.03				
	29 -5324315	TELEPHONE UTILITY	989.51	55,720	5,084.52				
	32 -5215207	FIRE DONATION EXPENSE	4,491.67	11,110	6,618.33				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	12,513.99	315,700	8,111.59-	Y			
	35 -5862212	FUEL EXPENSE	310.32	5,818	2,228.52				
	** 2013-2014 YEAR TOTALS **		377,676.53						
2014-2015	01 -5101330	DUES & SUBSCRIPTIONS	22,120.45	23,321	1,200.55				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET OVER AVAILABLE BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET OVER AVAILABLE BUDG
	01 -5210302	CONSULTANTS/LABOR RELATION	3,266.00	45,000	41,734.00		
	01 -5210330	DUES & SUBSCRIPTIONS	1,624.19	3,300	1,675.81		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	325.60	6,100	5,774.40		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	50.00	4,200	4,150.00		
	01 -5212317	ADVERTISING & PRINTING	26.29	2,000	1,500.00		
	01 -5213336	FEES	200.00	2,400	2,200.00		
	01 -5214302	CONSULTANTS	1,417.50	50,000	33,875.00		
	01 -5215202	OPERATING SUPPLIES	180.98	31,500	25,918.15		
	01 -5215302	CONSULTANTS	400.00	25,000	16,000.00		
	01 -5215308	CONTRACT LIABILITY	636.48	31,090	28,090.00		
	01 -5215315	TELEPHONE UTILITY	2,807.53	35,000	28,684.16		
	01 -5215322	LIABILITY INSURANCE/BONDS	31,322.25	145,000	17,801.32		
	01 -5225349	SOFTWARE MAINTENANCE	45,094.35	75,000	29,905.65		
	01 -5320202	OPERATING EXPENSE	107.40	3,000	2,592.60		
	01 -5320308	CONTRACTED SERVICES	300.00	1,500	1,020.00		
	01 -5320328	INTERNET SERVICE	93.75	1,500	1,406.25		
	01 -5321202	OPERATING SUPPLIES	42.95	15,000	14,700.00		
	01 -5321308	CONTRACTED SERVICES	356.50	11,000	9,320.00		
	01 -5321330	DUES	1,250.00	1,250	0.00		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	60.59	10,000	9,939.41		
	01 -5431202	OPERATING SUPPLIES	109.67	12,900	11,550.00		
	01 -5431207	CLOTHING ALLOWANCE	150.00	18,000	12,950.00		
	01 -5431328	INTERNET SERVICE	62.95	2,270	2,207.05		
	01 -5431330	DUES & SUBSCRIPTIONS	1,250.00	8,000	6,750.00		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	359.00	8,300	7,941.00		
	01 -5432330	DUES & SUBSCRIPTIONS	239.16	1,500	1,260.84		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,039.59	47,500	43,852.76		
	01 -5542308	CONTRACTED SERVICES	75.00	14,400	14,175.00		
	01 -5542328	INTERNET SERVICE	72.95	1,800	1,727.05		
	01 -5544202	OPERATING SUPPLIES	471.75	15,800	13,828.25		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	169.34	13,500	13,030.66		
	01 -5544308	CONTRACT LABOR	796.00	18,000	17,204.00		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	266.20	42,000	33,569.50		
	01 -5548311	PARKING RENTAL	375.00	4,500	2,250.00		
	01 -5548316	REPAIRS & MAINTENANCE	1,546.70	17,500	15,953.30		
	01 -5653213	SAFETY EXPENSE	618.06	24,000	21,981.94		
	01 -5653215	AWARDS/NUC PROGRAM	3,016.95	9,500	6,400.00		
	01 -5653348	DRUG TESTING/PHYSICALS	337.50	12,000	9,700.00		
	01 -5865328	INTERNET SERVICE	83.88	1,920	1,836.12		
	02 -5216202	OPERATING SUPPLIES	1,201.91	7,000	5,398.09		
	02 -5216336	FEES	293.16	4,100	3,806.84		
	02 -5267315	TELEPHONE UTILITY	5,235.33	59,827	54,591.67		
	02 -5267322	LIABILITY INSURANCE/BONDS	9,380.21	50,000	12,328.63		
	02 -5267323	DAMAGES	1,000.00	20,000	19,000.00		
	02 -5864329	DEQ FEES	347.71	2,000	1,652.29		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP OVER BUDG
	02 -5866230	RECYCLING CENTER EXPENSE	100.00	2,300	600.00				
	02 -5973203	REPAIRS & MAINT SUPPLIES	175.66	25,000	17,211.00				
	02 -5973328	INTERNET SERVICE	68.65	824	755.35				
	02 -5973329	DEQ FEES	695.42	15,000	14,304.58				
	02 -5974302	CONSULTANTS	113,008.00	1,356,096	1,243,088.00				
	03 -5876315	TELEPHONE UTILITY	27.34	350	322.66				
	03 -5876322	INSURANCE/BONDS	3,507.70	12,000	1,411.61				
	03 -5876329	DEQ FEES	347.71	700	4.58				
	08 -5549308	CONTRACT SERVICES	621.88	15,500	14,878.12				
	08 -5549315	TELEPHONE UTILITY	82.02	3,386	3,303.98				
	08 -5549322	LIABILITY INSURANCE/BONDS	1,083.82	3,600	767.03-	Y			
	27 -5655202	OPERATING SUPPLIES	136.69	4,000	3,700.00				
	27 -5655214	TOURISM EXPENSE	446.53	48,000	43,900.00				
	27 -5655315	TELEPHONE UTILITY	52.34	600	547.66				
	27 -5655402	TOURISM - VEHICLE	17,420.00	20,000	2,580.00				
	28 -5654203	REPAIR & MAINT SUPPLIES	358.47	18,846	18,346.00				
	28 -5654210	CONCESSION SUPPLIES	232.36	17,221	16,321.00				
	28 -5654212	FUEL EXPENSE	132.48	2,300	2,167.52				
	28 -5654314	GAS UTILITY	100.87	16,000	15,899.13				
	28 -5654315	TELEPHONE UTILITY	82.02	2,700	2,617.98				
	28 -5654322	LIABILITY INSURANCE/BONDS	5,706.11	26,000	3,146.02				
	28 -5654328	INTERNET SERVICE	100.00	1,200	1,100.00				
	29 -5324308	CONTRACTED SERVICES	350.00	65,500	63,400.00				
	29 -5324315	TELEPHONE UTILITY	3,069.08	59,499	56,429.92				
	29 -5324322	LIABILITY INSURANCE/BONDS	788.23	4,400	1,234.51				
	30 -5652302	CONSULTANTS	6,000.00	130,000	115,000.00				
	30 -5652330	DUES & SUBSCRIPTIONS	400.00	3,500	3,100.00				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	2,440.34	17,500	13,202.91				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	2,493.86	240,000	212,557.11				
	36 -5215309	INSURANCE	66,343.00	52,200	14,143.00-	Y			
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	600.00				
	41 -5974402	30 INCH PUMP HEADER REPLAC	110,262.36	0	0.00				
	** 2014-2015 YEAR TOTALS **		477,755.45						

NO ERRORS

** END OF REPORT **

PACKET: 11817 CLAIMS FOR 07/22/2014
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	7/2014	242,615.94CR
02	7/2014	352,443.14CR
03	7/2014	5,972.56CR
08	7/2014	2,742.46CR
09	7/2014	7,978.00CR
27	7/2014	18,485.56CR
28	7/2014	13,559.27CR
29	7/2014	5,437.83CR
30	7/2014	8,840.34CR
32	7/2014	4,491.67CR
35	7/2014	15,318.17CR
36	7/2014	67,284.68CR
41	7/2014	110,262.36CR
ALL		855,431.98CR

Tony Winters, Sr. Vice President, Arvest Bank, McAlester

- Winters has over twenty seven years of banking experience.
- He joined Arvest February 2013 and moved to McAlester from Stillwater.
- He was previously employed at RCB Bank serving as Vice President in Commercial Lending.
- As a Commercial Banking Officer he is very familiar with Financial Statements, good banking and business practices and Compliance type issues.
- Previously at AmeriState Bank in Antlers and First National Bank in Durant.
- He received his Bachelor of Arts in Marketing from Southeastern Oklahoma State University after graduating from Antlers High School.
- He is married with two sons, one in College and one in the 7th grade at Puterbaugh in McAlester.

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: July 10, 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.

McAlester News Capital & Democrat	**874081029**
CREDITOR	TRUST NO.
P.O. Box 987 McAlester, OK 74502	
MAILING ADDRESS	
Publication	05615109
ITEM	ITEM NO.

July 7, 2014	CIP #2	$98.45
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.

Sign Here

THE MCALESTER PUBLIC WORKS AUTHORITY

Rita Glasgow

City Manager or Chairman

Date: July 10, 2014

Date Approved: _____

Date Paid: _____

_____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

COURTESY CHARGE

ADVERTISING INVOICE

START DATE	RUN DAYS	
STOP DATE	INSERTIONS	WORDS
	1	

AMOUNT DUE: 98.45 PAYABLE UPON PRESENTATION

PLEASE RETURN THIS STUB WITH YOUR REMITTANCE

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: July 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, Att: Val Opperman	**874081029**
CREDITOR	TRUST NO.

135 South LaSalle Street Chicago, IL 60603 (Please send a wire transfer for the fund)
MAILING ADDRESS

Construction Services	Invoice: Estimate 4
ITEM	ITEM NO.

July 11, 2014	CIP #1	$74,187.34
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak

City Manager or Chairman

Date: July 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

Billing Date:	7/11/2014
Due Date:	8/11/2014
Job Name:	17th Street
Contract #:	6004066
Description:	Estimate No. 4

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

Terms Net 30

Progress Billing for Job: 17th Street

Original Contract:	$584,042.05	Prior Billings:	$289,117.12
Change Orders:	$49,446.87	Prior Retention:	($28,911.71)
Approved Contract:	$633,488.92		

Approved Contract Amount:		$633,488.92
Current % Complete:		58.65%
Current Total Billing:	$	371,547.50
Less Prior Billings:	$	260,205.41
Gross Amount This Estimate:	$	111,342.09
Less Retainage (10%)	$	(37,154.75)
Amount Due This Request	**$**	**74,187.34**

Austin Paving, LLC

Pay Estimate Summary Report

Invoice # 4 - Estimate # 4
Invoice Date: 7/11/2014
Dates Submitted: 6/1/2014 to 7/7/2014
Contract # 6004066
17th Street from South Avenue to Comanche Avenue

Owner
City of McAlester
28 East Washington Avenue
McAlester, OK 74501

Austin Paving, LLC
PO Box 2707
Stillwater, OK 74076

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	1.00	0.000	1.00	$ 7,500.00
2	Unclassified Excavation	2,340.00	CY	$ 7.70	2,340.00	0.000	2,340.00	$ 18,018.00
3	Unclassified Borrow	225.00	CY	$ 7.70	225.00	0.000	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	1,530.00	0.000	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	1,004.00	46.000	1,050.00	$ 37,905.00
8	Subgrade Method B	5,625.00	SY	$ 2.76	5,625.00	0.000	5,625.00	$ 15,525.00
9	Separator Fabric	6,510.00	SY	$ 1.50	5,010.00	556.000	5,566.00	$ 8,349.00
10	Traffic Bound Surface Course Type A	370.00	Ton	$ 25.00	370.00	80.000	450.00	$ 11,250.00
11	P.C. Concrete Pavement (Placement)	5,340.00	SY	$ 18.70	0.00	1,740.810	1,740.81	$ 32,553.15
12	P.C. Concrete for Pavement	1,190.00	CY	$ 100.00	0.00	404.000	404.00	$ 40,400.00
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	1.00	0.000	1.00	$ 6,800.00
20	Removal of Asphalt Pavement	5,365.00	SY	$ 3.70	5,365.00	0.000	5,365.00	$ 19,850.50
21	Sawing Pavement	1,755.00	LF	$ 5.70	0.00	44.400	44.40	$ 253.08
22	Remove & Reset Mailbox	11.00	Ea	$ 100.00	0.00	0.000	-	$ -
23	Temporary Pavement Remove and Repair	200.00	SY	$ 58.00	200.00	0.000	200.00	$ 11,600.00
24	10" PVC	1,270.00	LF	$ 37.00	1,280.00	0.000	1,280.00	$ 47,360.00
25	6" PVC	80.00	LF	$ 35.00	80.00	0.000	80.00	$ 2,800.00
26	10"x10"x6" M.J. Tee	3.00	Ea	$ 300.00	5.00	0.000	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	6.00	0.000	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	5.00	0.000	5.00	$ 4,250.00
32	4" Gate Valve w/ Box	1.00	Ea	$ 490.00	1.00	0.000	1.00	$ 490.00

Item	Description	Contract Quantities	Unit	Unit Price	Previous Quantities	Current Quantities	Quantities to Date	Amount to Date
33	10" Cap	6.00	Ea	$ 150.00	3.00	0.000	3.00	$ 450.00
34	4" Cap	1.00	Ea	$ 75.00	1.00	0.000	1.00	$ 75.00
35	6"x2" Reducer	1.00	Ea	$ 175.00	1.00	0.000	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	11.00	0.000	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	328.000	358.00	$ 358.00
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	0.25	0.000	0.25	$ 300.00
44	Mobilization	1.00	LSum	$ 7,500.00	1.00	0.000	1.00	$ 7,500.00
45	Construction Staking	1.00	LSum	$ 4,200.00	0.50	0.000	0.50	$ 2,100.00

Alternate No. 1:

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

Change Order No. 2:

Item	Description	Quantities	Unit	Unit Price	Quantities	Quantities	to Date	to Date
47	Sewer Main Adjustment at Seminole Ave	1.00	Lsum	$27,439.12	1.00	0.000	1.00	$ 27,439.12

Change Order No. 3:

Item	Description	Quantities	Unit	Unit Price	Quantities	Quantities	to Date	to Date
48	Geogrid Reinforcement	1.00	Lsum	$22,007.75	0.80	0.200	1.00	$ 22,007.75

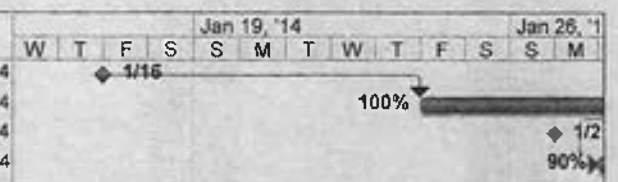
Original Contract Amount	$	584,042.05
Change Order Amount		$49,446.87
Total Contract	$	633,488.92
Work Completed to Date	$	371,547.50
Stored Material	$	-
Total Complete/Stored/Pending	$	371,547.50
Less Retainage (10%)	$	(37,154.75)
Total (Less Retainage)	$	334,392.75
Adjustments	$	-
Less Previously Requested	$	260,205.41
Amount Due This Request	$	74,187.34

Approved By: _____
Owner

Approved By: Janet L. McDonald
Contractor Member-Mgr./owner

Approved By: _____
Resident Engineer

ID	Task Name	DELAY	% Work Complete	Duration	Start	Finish
1	Pre Work Conference		100%	1 day	Thu 1/16/14	Thu 1/16/14
2	Mobilization		100%	3 days	Fri 1/24/14	Tue 1/28/14
3	Non Working Day 1/27		100%	0 days	Mon 1/27/14	Mon 1/27/14
4	Project Survey, Layout		90%	4 days	Tue 1/28/14	Fri 1/31/14
5	Establish Traffic Control Measures		100%	1 day	Mon 2/3/14	Mon 2/3/14
6	Non Working 2-3 thru 2-9 Weather	7 Days	100%	5 days	Tue 2/4/14	Mon 2/10/14
7	Install Erosion Control Measures		100%	3 days	Tue 2/11/14	Thu 2/13/14
8	Identify Utility Conflicts and Locate		100%	2 days	Thu 2/13/14	Fri 2/14/14
9	Install 10" Water Main South to Osage		100%	5 days	Fri 2/14/14	Thu 2/20/14
10	Mill Asphalt Pavement		100%	9 days	Mon 2/17/14	Thu 2/27/14
11	Perform Water Tie Ins Phase 2	3 Days	100%	6 days	Fri 2/21/14	Fri 2/28/14
12	Install Water Main Osage to Comanche		100%	7 days	Mon 3/3/14	Tue 3/11/14
13	Add for New Sewer CO 2		100%	7 days	Wed 3/12/14	Thu 3/20/14
14	Excavation and Grading for New Roadway		100%	21 days	Thu 3/6/14	Thu 4/3/14
15	Perform Water Tie Ins Phase 4	3 Days	100%	4 days	Wed 3/12/14	Mon 3/17/14
16	Scarify and Compact Base for New Roadway		100%	6 days	Fri 4/4/14	Fri 4/11/14
17	Install Fabric and Aggregate Base	56 Days	90%	63 days	Mon 4/14/14	Wed 7/9/14
18	Blue Top Base and Set String Line		80%	3 days	Thu 7/10/14	Mon 7/14/14
19	Pave East Half New Roadway		25%	4 days	Tue 7/15/14	Fri 7/18/14
20	Set, Pour Drives East Half Roadyway		10%	4 days	Thu 7/24/14	Tue 7/29/14
21	Saw Cut for repair Slabs Alt 1		0%	5 days	Wed 7/23/14	Tue 7/29/14
22	Blue Top Base and Set String Line west Half		80%	3 days	Wed 7/30/14	Fri 8/1/14
23	Pave West Half of Roadway		80%	4 days	Mon 8/4/14	Thu 8/7/14
24	Set, Pour Drives Wet Half Roadway		0%	4 days	Wed 8/13/14	Mon 8/18/14
25	Set, Pour Walks West Side		0%	6 days	Tue 8/19/14	Tue 8/26/14
26	Final Grading Backfilling Sod Preparation		0%	8 days	Wed 8/27/14	Fri 9/5/14
27	Install Sod,		0%	2 days	Mon 9/8/14	Tue 9/9/14
28	Prep and Seal Joints in Paving		0%	3 days	Wed 8/27/14	Fri 8/29/14
29	Seal Joints		0%	3 days	Fri 8/29/14	Tue 9/2/14
30	Remove and Replace Slabs Alt 1		0%	7 days	Wed 7/30/14	Thu 8/7/14
31	Final Clean Up Restoration		0%	5 days	Wed 9/10/14	Tue 9/16/14
32	Punch List Close Out		0%	6 days	Wed 9/17/14	Wed 9/24/14



Project: McAlester 17th Street
Date: Mon 7/14/14

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

Platinum Service Agreement

Purchaser: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
5477 South 108th East Ave.
Tulsa, OK 74146
Phone: 918-665-2040
Fax: 866-296-7714
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

PLATINUM SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
S.E. EXPO CENTER	4500 HWY 270 W	Dover	Hydraulic	EG6258	2

ThyssenKrupp Elevator Americas

ThyssenKrupp

Platinum Service Agreement

Preventative Maintenance Program
We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement
ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program
ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance
To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Platinum Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

☐ **VIEW® (Check box if included)**

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations services under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

☐ **VISTA®(Check box if included)**

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of you elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week,and 365 days per year. Constantly monitor performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ **ThyssenKrupp Communications® (Check box if included)**

Platinum Service Agreement

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

☒ **Periodic Safety Testing (Check box if included)**
ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information
You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety
You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other
You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us

thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Platinum Service Agreement

Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.
The price for the services as stated in this agreement shall be One Hundred Seventy Dollars ($170.00) per month, excluding taxes, payable Quarterly in advance.

Term
This agreement is effective for ~~Sixty (60)~~ Twelve (12) month(s) starting 07/01/2014 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive ~~Sixty (60)~~ Twelve (12) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial ~~Sixty (60)~~ Twelve (12) month period, or at least ninety (90) days but not more than 120 days

Platinum Service Agreement

Twelve (12) 1M

before the end of any subsequent ~~Sixty (60)~~ month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its ~~present state~~. If the Monthly Price is adjusted more than 10% of the original contract amount Purchaser shall have the right to discontinue or cancel this contract upon payment of all invoices due and owing.

Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) ~~declare all sums for the unexpired term of this agreement due immediately as liquidated damages and~~ terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations

No Special Considerations.

Platinum Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	CITY OF MCALESTER:	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative) Jeffrey Netz Sales Representative Jeffrey.Netz@thyssenkrupp.com 7-1-14 (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) Gena Woodall Branch Manager _____ (Date of Approval)

Platinum Service Agreement

Purchaser: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
5477 South 108th East Ave.
Tulsa, OK 74146
Phone: 918-665-2040
Fax: 866-296-7714
www.thyssenkruppelevator.com

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PLATINUM SERVICE AGREEMENT

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Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
MCALESTER LIBRARY	401 N SECOND AVENUE	TKE	Hydraulic	FP5447	3

Platinum Service Agreement

Preventative Maintenance Program
We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

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- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
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  - Car and hoistway door operating devices and door protection equipment
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- Adjust elevator parts and components to maximize performance and safe operation

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Quality Assurance
To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Platinum Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

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VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations services under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

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☐ **ThyssenKrupp Communications® (Check box if included)**

Platinum Service Agreement

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

☒ **Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us

thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Platinum Service Agreement

Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil. commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.
The price for the services as stated in this agreement shall be One Hundred Seventy Dollars ($170.00) per month, excluding taxes, payable Quarterly in advance.

Term
This agreement is effective for ~~Sixty (60)~~ Twelve (12) month(s) starting 07/01/2014 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive ~~Sixty (60)~~ Twelve (12) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial [redacted] month period, or at least ninety (90) days but not more than 120 days

Twelve (12)

Platinum Service Agreement

Twelve (12) 1/M

before the end of any subsequent ~~Sixty (60)~~ month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state. If the Monthly Price is adjusted more than 10% of the original contract amount Purchaser Shall Have The right to discontinue or cancel this contract upon payment of all invoices due and owing.

Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) ~~declare all sums for the unexpired term of this agreement due immediately as liquidated damages and~~ terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations

No Special Considerations.

Platinum Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	CITY OF MCALESTER:	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Jeffrey Netz Sales Representative Jeffrey.Netz@thyssenkrupp.com	_____ (Print or Type Name)	Gena Woodall Branch Manager
	_____ (Print or Type Title)	
7-1-14 (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

Platinum Service Agreement

Purchaser: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
5477 South 108th East Ave.
Tulsa, OK 74146
Phone: 918-665-2040
Fax: 866-296-7714
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

PLATINUM SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
CITY HALL	28 E. WASHINGTON	MCE	Hydraulic	US3050746	2

Platinum Service Agreement

Preventative Maintenance Program
We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement
ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program
ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance
To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

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In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

~~In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.~~

Insurance

~~You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation~~

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Platinum Service Agreement

Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.
The price for the services as stated in this agreement shall be One Hundred Seventy Dollars ($170.00) per month, excluding taxes, payable Quarterly in advance.

Term
This agreement is effective for ~~Sixty (60)~~ Twelve (12) month(s) starting 07/01/2014 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive ~~Sixty (60)~~ Twelve (12) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial ~~Sixty (60)~~ Twelve (12) month period, or at least ninety (90) days but not more than 120 days

Platinum Service Agreement

Twelve (12) 1M

before the end of any subsequent ~~Sixty (60)~~ month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its ~~present state.~~ If the Monthly Price is adjusted more than 10% of the original contract amount Purchaser Shall Have The Right to discontinue or cancel this contract upon payment of all invoices due and owing.

Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) ~~declare all sums for the unexpired term of this agreement due immediately as liquidated damages and~~ terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations

No Special Considerations.

Platinum Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	CITY OF MCALESTER:	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Jeffrey Netz Sales Representative Jeffrey.Netz@thyssenkrupp.com	_____ (Print or Type Name) _____ (Print or Type Title)	Gena Woodall Branch Manager
7-1-14 (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	7
Department:	Facility Main./Public Works		
Prepared By:	John C. Modzelewski, P.E.	**Account Code:**	
Date Prepared:	July 1, 2014	**Budgeted Amount:**	
		Exhibits:	3

Subject

Consider, and act, upon authorizing the Mayor to sign a service agreement with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015.

Recommendation

Motion to approve authorizing the Mayor to sign the service contract with ThyssenKrupp Elevator Corporation.

Discussion

ThyssenKrupp Elevator Corporation (TKE) will service the elevators at the McAlester City Hall, McAlester Public Library and the McAlester EXPO Center on a regularly scheduled basis. The technicians who perform this service utilize the latest industry methods and technology available. The technicians are supported around the clock by a team of engineers and field support experts. TKE will test the equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed.

Approved By

		Initial	*Date*
Department Head		JCM	07/01/14
City Manager	P. Stasiak		07/01/14

Linda Daniels

By email to Joe Ervin.

From: Linda Daniels
Sent: Tuesday, July 01, 2014 3:21 PM
To: 'Joe Ervin'
Cc: John Modzelewski; Peter Stasiak
Subject: FW: City of McAlester Service Agreement

Sent for legal review
on Date: 7-1-14
For City Council Meeting
Date: 7-8-14

Joe,

Would you please review the attached agreements for the July 8th City Council Meeting.

Thanks.

Linda

From: John Modzelewski
Sent: Tuesday, July 01, 2014 11:49 AM
To: Linda Daniels
Subject: FW: City of McAlester Service Agreement

Linda

The attached files are the electronic version of the elevator agreements

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

From: Netz, Jeffrey [mailto:jeffrey.netz@thyssenkrupp.com]
Sent: Tuesday, July 01, 2014 11:22 AM
To: John Modzelewski
Subject: City of McAlester Service Agreement

John,
Attached are the three service agreements. Please let me know if there is anything else that I can do to help!

Best Regards,
Jeffrey Netz
Sales, Tulsa
Central Region

ThyssenKrupp Elevator Americas
5477 S 108th East Ave
Tulsa, OK 74145

Phone: (918) 665-7034 (ext. 2851)
Fax: (866) 296-7714
Cell: (918) 510-6396
Jeffrey.Netz@thyssenkrupp.com

www.thyssenkruppelevator.com
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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

June 24, 2014

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

Re: **Amended** Permit No. SL000061140226
Belfair Senior Care Complex
Facility No. S-20635

Dear Mr. Priddle:

Enclosed is **Amended** Permit No. SL000061140226 for the construction of **998** linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Belfair Senior Care Complex, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 24, 2014. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

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

AD/RC/bg

Enclosure

c: Stan Ketchum, Regional Manager, DEQ
MCALESTER DEQ OFFICE
Patrick James Garrett, PE, Triad Design Group

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

AMENDED PERMIT No. SL000061140226

SEWER LINES

FACILITY No. S-20635

AMENDED PERMIT TO CONSTRUCT

June 24, 2014

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct **998** linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Belfair Senior Care Complex, located in NW 1/4 of Section 1, T-5-N, R-14-E, Pittsburg County, Oklahoma, in accordance with the plans approved June 24, 2014.

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

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

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.

5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

AMENDED PERMIT No. SL000061140226

SEWER LINES

FACILITY No. S-20635

AMENDED PERMIT TO CONSTRUCT

7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

AMENDED PERMIT No. SL000061140226

SEWER LINES

FACILITY No. S-20635

AMENDED PERMIT TO CONSTRUCT

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

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

Kiamichi Area Nutrition Project, Inc.

PO Box 577
Wilburton, OK 74578
(918)465-4840 Office (866)465-4840 Toll Free (918)465-2805 Fax

MEMORANDUM

TO: Center Sponsors

FROM: Carla Brunson, Project Director

DATE: June 9, 2014

SUBJECT: Center Sponsor Agreement and Budget for FY2015

Please find enclosed with this memorandum a Center Sponsor Agreement and Budget for FY2015. I apologize for getting the agreement and budget out to you so late this year. The Center Sponsor Agreement will need to be signed and notarized and sent back to KANP, Inc. by June 30, 2014. After my signature and notarization, I will send a copy of the agreement back to you. If we have not receive the agreement by the time we send out reimbursement checks, we will have to hold your center's checks until we receive the agreement back in our office.

You will notice on the Budget for FY2015, the B Funding for Site Managers (1 hour per day) has been removed and replaced with C1, C2 and ADV Funding. The B Funding was for outreach being conducted by the Site Manager, however, KANP, Inc. is required to fund an Outreach Program and have someone performing just Outreach. KANP, Inc. has hired an Outreach Coordinator who will be responsible for conducting assessments on any NEW homebound clients and referred to by the Site Managers on any NEW or existing congregate clients. The Outreach Coordinator will also seek out new and potential clients throughout our seven counties by marketing our program and promoting all the services we provide.

Just an FYI: I was informed last week that there is a possibility that we may receive a reduction in our state funding this year due to the raise for State Employees (in order of there to be raise for DHS employees there is now a $1,000,000 deficit). Lance Robertson, Director of Aging Services, told the Area Agencies on Aging, that he felt like by not hiring individuals for vacant positions and moving some contracts around that at least half of the deficit could be found. While we hope that the entire amount can be found, we realize we must make sure that we keep this possible reduction in funds first and foremost in our minds and continue to keep our expenses and costs down as much as possible.

On behalf of the KANP, Inc Board of Directors, I want to express our appreciation for your continued support of the Senior Nutrition Program.

If you have any questions, please do not hesitate to call me.

Kiamichi Area Nutrition Project, Inc

Project/Center Sponsor Contract

This Contract is made the 1st day of July 1st, 2014, by and between the Kiamichi Area Nutrition Project, Inc, hereinafter designated as the "Project" and the City of McAlester, hereinafter designated as the "Center Sponsor". This Contract will expire June 30, 2015.

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

I. The Project shall provide and be responsible for the following:

A. *Reimburse* the Center Sponsor on a monthly basis to assist in defraying center staff salaries, travel, fringe benefits, and other budget center expenses as described in the annual budget (See Attached Budget).

1. Funds are contingent upon continued federal and state funding.
2. Funds dispersed to the Center Sponsor on a monthly basis cannot exceed 1/12 of the budget unless an explanation of any additional expenses is listed on the Monthly Financial Report.
3. Effective July 1, 2012, funds to the Center Sponsor will not be will not be sent until the Project has received it's reimbursement from the State for the month the expenses occurred.

II. The Center Sponsor shall provide and be responsible for the following:

A. Provide and be responsible for the local nutrition center facility, bookkeeper and services pertinent to the operation of the center, grantee amount agreed of $11,089 and any additional monies necessary.

B. To be responsible for the fire and safety and health standards of the facility and shall assure the Project that the facility meets the appropriate local and state ordinances, codes, and regulations.

C. To cooperatively interview applicants for center staff employment and with mutual advice of the Project and the KEDDO Area Agency on Aging, where appropriate, to recommend which individual (s) are to be employed.

D. Placement of center staff on the Center Sponsor payroll. Center staff are employees of the Center Sponsor. The Center's budget allocates that employees be paid 261 days a year.

E. Provide all insurance on the facility and contents.

F. Keep all necessary personnel records for the center staff and make these records available to the Project.

G. Provide all personnel necessary for the operation of the Nutrition Center and adhere to due dates for monthly reports.

H. Provide congregate and home delivered services and appropriate program services on a regularly scheduled basis. Hours of operation will be established to accommodate the greatest number of potential participants and follow the Center's budget for serving meals 249 days a year to congregate and home bound participants.

I. Provide an individual to submit to KANP, Inc. the following information:

1. Supporting documents and Monthly Financial Report due by the 3rd of the following month.

IV. Duties and Regulations of the Nutrition Center Site Manager include the following:

A. The Nutrition Center Site Manager shall be placed on the payroll of the Center Sponsor and shall adhere to policies set forth in the program application and other policies of the Center Sponsor.

B. The Nutrition Center Site Manager shall be responsible to the Center Sponsor and Project for the timely submissions on a scheduled basis for all records, documents, monthly reports and other requirements by the Project and state and federal guidelines. Monthly reports due include the following:

1. S-19 Report. Due to the Project no later than the 2nd of each month.
2. S-38 Report. Due to the Project no later than the 2nd of each month.
3. Contribution Check and KF-1 (Contribution Sheet). Due to the Project no later than the 2nd of each month.
4. OAA Assessment and Change of Client Status Forms, Scan Sheets, Eligible Visitor Forms, and Advantage Calendars. Due to the Project no later than the 2nd of each month.

C. The Nutrition Center Site Manager shall be responsible for the banking and record-keeping of all project donations and make the records available to the Project upon request.

D. The Nutrition Center Site Manager shall be responsible for coordination of other staff members, activities of the social

program, securing of transportation of the elderly to and from the center and all other activities set forth in the state and federal guidelines.

E. The Nutrition Center Site Manager shall be responsible for conducting and completing Older American Assessments on all congregate and home bound participants according OAA Policy.

F. The Nutrition Center Site Manager shall attend all site manager meetings and any additional training as designated by the Project.

V. When and if, the Project should cease to exist, the Center Sponsor agrees to the appropriate disposal of equipment purchased with TITLE III funds in the manner mandated by the KEDDO Area Agency on Aging and federal regulations as promulgated by the Older American Act and the Special Unit on Aging, Aging Division, of the Oklahoma Department of Human Services.

In consideration of the promises and covenants stated herein, the Project agrees to provide to the Center Sponsor, administrative assistance, training, and counseling necessary to provide, through a congregate center, all program components required by state and federal laws, rules, and regulations, for the conduct of a Nutrition Project.

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

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

For the Project:

Name Title Date

WITNESS MY HAND AND OFFICIAL SEAL
THE DAY AND DATE ABOVE WRITTEN

NOTARY PUBLIC
MY COMMISSION EXPIRES:

(SEAL)

For the Center Sponsor:

Name Title Date

WITNESS MY HAND AND OFFICIAL SEAL
THE DAY AND DATE ABOVE WRITEN

NOTARY PUBLIC
MY COMMISSION EXPIRES:

(SEAL)

Cooking site

McAlester Nutrition Center-FY 2015 Budget

Personnel			Wages & Taxes		Title III-C1	Title III-C2	Total III-C	Pur	Hot	Total ADV	Total Adv
					73%	27%		55	25	80	Advantage % 15%
					85	30	115				
Site Manager											
Diane Chadsey (7/2001)											
Hourly Rate	Hours	Days									
$7.25	8	261	$15,138		$9,393	$3,474	$12,867				$2,271
Total Wages			$15,138		$9,393	$3,474	$12,867				$2,271
FICA		7.65%	$1,158		$719	$265	$984				$174
Unemployment		1.00%	$151		$94	$34	$128				$23
Workers Comp		1.00%	$151		$94	$34	$128				$23
Total Cost			$16,598		$10,300	$3,807	$14,107				$2,491
Cook											
Donna Shiew (6/2012)											
Hourly Rate	Hours	Days									
$7.25	8	261	$15,138		$9,393	$3,474	$12,867				$2,271
Total Wages			$15,138		$9,393	$3,474	$12,867				$2,271
FICA		7.65%	$1,158		$719	$265	$984				$174
Unemployment		1.00%	$151		$94	$34	$128				$23
Workers Comp		1.00%	$151		$94	$34	$128				$23
Total Cost			$16,598		$10,300	$3,807	$14,107				$2,491
Cook Aide											
Christy Shriver (6/2013)											
Hourly Rate	Hours	Days									
$7.25	8	261	$15,138		$9,393	$3,474	$12,867				$2,271
Total Wages			$15,138		$9,393	$3,474	$12,867				$2,271
FICA		7.65%	$1,158		$719	$265	$984				$174
Unemployment		1.00%	$151		$94	$34	$128				$23
Workers Comp		1.00%	$151		$94	$34	$128				$23
Total Cost			$16,598		$10,300	$3,807	$14,107				$2,491

McAlester Nutrition Center-FY 2015 Budget

					73%	27%		Pur	Hot	Total ADV	Advantage %
								55	25	80	15%
Personnel-Con't			Wages & Taxes		Title III-C1	Title III-C2	Total III-C				Total Adv
					85	30	115				
Site Aide											
Not applicable at this site											
Hourly Rate	Hours	Days									
$0.00	0	0									
Total Wages											
FICA		0.00%									
Unemployment		0.00%									
Workers Comp		0.00%									
Total Cost											
Custodian											
Steve Ron (6/2012)											
Hourly Rate	Hours	Days									
$7.25	4	261	$7,569		$4,697	$1,737	$6,434				$1,135
Total Wages			$7,569		$4,697	$1,737	$6,434				$1,135
FICA		7.65%	$579		$358	$134	$492				$87
Unemployment		1.00%	$76		$47	$18	$65				$11
Workers Comp		1.00%	$76		$47	$18	$65				$11
Total Cost			$8,300		$5,149	$1,907	$7,056				$1,244
Food Transporter											
Richelle Cheyenne (5/2013)											
Hourly Rate	Hours	Days									
$7.25	4	261	$7,569		$4,697	$1,737	$6,434				$1,135
Total Wages			$7,569		$4,697	$1,737	$6,434				$1,135
FICA		7.65%	$579		$358	$134	$492				$87
Unemployment		1.00%	$76		$47	$18	$65				$11
Workers Comp		1.00%	$76		$47	$18	$65				$11
Total Cost			$8,300		$5,149	$1,907	$7,056				$1,244

McAlester Nutrition Center-FY 2015 Budget				73%	27%		Pur	Hot	Total ADV	Advantage %
							55	25	80	15%
Personnel-Con't			Wages & Taxes		Title III-C1	Title III-C2	Total III-C			Total Adv
					85	30	115			
Bookkeeper (Contract Labor)										
Not applicable at this site										
Monthly Rate	Hours	Months								
$0.00	1	12								
Total Personnel			$66,394		$41,198	$15,235	$56,433			$9,961
Travel			Cost of Travel							
Home Deliveries										
Miles	Rate	Months								
15135	$0.56	12	$8,476		$5,259	$1,946	$7,205			$1,271
Total Travel			$8,476		$5,259	$1,946	$7,205			$1,271
Food			Cost of Food							
Paid out of KANP, Inc Admin										
Prepared Meals	Cost	Days								
140	$1.15	250	$40,250		$24,975	$9,237	$34,212			$6,038
Purchased Meals										
2Day 30	$3.55	104	$11,076							$11,076
5Day 0	$3.55	261	$0							$0
7Day 25	$3.55	365	$32,394							$32,394
Total Food			$83,720		$24,975	$9,237	$34,212			$49,508

McAlester Nutrition Center-FY 2015 Budget				73%	27%		Pur	Hot	Total ADV	Advantage %
							55	25	80	15%
Furnished by City of McAlester			Cost of		Title III-C1	Title III-C2	Total III-C			Total
Utilites			Utilities		85	30	115			Adv
	Cost	Months								
Sewer & Water	$0	12								
Trash	$0	12								
Gas	$0	12								
Electric	$0	12								
Total Utilities										
Other			Cost of Other							
	Cost	Months								
Communications	$100	12	$1,200		$745	$275	$1,020			$180
Pest Control	$0	12								
Total Other			$1,200		$745	$275	$1,020			$180
Grantee			Amount of Grantee							
Title III-C Grantee from Sponsor										
Total Grantee			$11,089		$7,097	$3,992	$11,089			
Less Total Grantee			$11,089		$7,097	$3,992	$11,089			
OAA Funds			Cost - Grantee							
Total Cost for Nutrition Center			$76,070		$47,202	$17,456	$64,658			$11,412
Less Grantee from Sponsor			$11,089		$7,097	$3,992	$11,089			
McAlester Budget 2015			$64,981		$40,105	$13,464	$53,569			$11,412

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

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

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

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

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

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

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	Plexar ® II Service

1.2 Service Provider(s) and Service Publication

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

2. SERVICE TERM and EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

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

4. RATES, CHARGES AND QUANTITY

4.1 Services Covered

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

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

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

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

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

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

4.2 Non-Recurring/Installation Charges

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

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

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

4.3 Deferred Non-Recurring Charges

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

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

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

End of Document

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

4.1 Services Covered

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

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

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

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

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

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

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

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

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

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

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

Initial Installation Discount Rate: _____

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

Subsequent Addition Discount Rate: _____

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

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

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

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

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

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

4.1 Services Covered

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

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

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

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

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

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

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

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

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

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

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

Initial Installation Discount Rate: _____

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

Subsequent Addition Discount Rate: _____

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

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

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

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

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

4.1 Services Covered

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

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

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

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

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

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

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

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

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

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

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

Initial Installation Discount Rate: _____

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

Subsequent Addition Discount Rate: _____

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

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

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

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

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

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

4.1 Services Covered

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

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

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

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

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

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

Address Covered: Street Address: City: State/Province: Zip/Postal Code:						
Station Quantity	**Fixed Rate Per Station**	**Station Line Facilities Quantity**	**Fixed Rate Per Station Line Facility**	**Initial Installation Connection Charge Per Station**	**Service Establishment Charge Per Serving Central Office**	**Supersedure Fee per System**

Address Covered: Street Address: City: State/Province: Zip/Postal Code:						
Station Quantity	**Fixed Rate Per Station**	**Station Line Facilities Quantity**	**Fixed Rate Per Station Line Facility**	**Initial Installation Connection Charge Per Station**	**Service Establishment Charge Per Serving Central Office**	**Supersedure Fee per System**

Initial Installation Discount Rate: _____

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

Subsequent Addition Discount Rate: _____

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

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

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

_____ Date: _____
Customer Signature

_____ Date: _____
AT&T

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2015	**Item Number:**	1
Department:	Communications/Police		
Prepared By:	Gary Wansick, Police Chief	**Account Code:**	
Date Prepared:	July 15, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Accept or Reject, reinstituting an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2014-2015.

Recommendation

Motion to reject the Inter-Agency Agreement to charge the City of Krebs $18,782 for dispatch services for the fiscal year 2014/2015.

Discussion

The City of McAlester Police Department and the City of Krebs Police Department have a close and mutually beneficial relationship whereby both departments assist and rely on each other for day to day assistance as well as respond together to extraordinary emergency situations together. The City of Krebs provides assistance daily through their patrol officers backing our officers, through their Fire Department manning our stations during times when our fire units are responding to fire calls. The City of Krebs is one of approximately 45 agencies and private businesses for which the City of McAlester Communications dispatch, however, they would be only agency which would be charged for the services.

Approved By

		Initial	*Date*
Department Head		GW	7/15/14
City Manager	P. Stasiak	PJS	7/15/14

INTER-AGENCY AGREEMENT

This agreement made and entered into this _____ day of _____, 2014, by and between The City of McAlester, first party, and The City of Krebs, second party.

Witnesseth:

1. Beginning July 1, 2014, the first party will perform police dispatch services for the Krebs Police Department through the McAlester Police Department for the second party for the sum of $18,782.00 annually. The first party will provide police radio communications on McAlester police frequency for the second party on a 24 hour, 7 day a week basis. The first party will also provide dispatch service to the second party via telephone from the citizens of Krebs requesting police service, and dispatch via radio to the second party police units. The first party will document all pertinent radio traffic regarding the second party on the McAlester Police Radio Log, and will document all Calls for Service Logs for the second party on Logs provided by the second party.

2. The second party will pay the first party for said services on a quarterly basis, due at the beginning of each quarter, or make one yearly payment during the first quarter of the budget year. Both the first and second party retains the right to discontinue this agreement by giving a 60 day written notice to the other party.

3. This agreement will be reviewed on a yearly basis by both parties and shall lapse as of June 30, 2015, unless mutually ratified prior to that date and in the event of ratification, it shall continue for the ensuing fiscal year on the same terms unless amended by mutual agreement.

City of Krebs,
A Municipal Corporation

Attest:

By: _____
Bobby Watkins, Mayor

_____
Krebs City Clerk

City of McAlester
A Municipal Corporation

Attest:

By: _____
Steve Harrison, Mayor

_____
McAlester City Clerk

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	2
Department:	City Manager		
Prepared By:	Peter Stasiak	**Account Code:**	N/A
Date Prepared:	July 15, 2014	**Budgeted Amount:**	N/A
		Exhibits:	N/A

Subject

Discussion on water and sewer rates for the City of McAlester.

Recommendation

Discussion on preparing a Request for Qualifications to hire an Engineering firm with expertise in water and sewer rates analysis and infrastructure replacement and costs.

Discussion

The water and sewer plants along with the water and sewer lines for the City of McAlester are aging. The City has not prepared a rate analysis for at least five (5) years. This analysis will provide the City a comparison of rates of other like size cities and an in depth analysis of the aging infrastructure and the cost to replace the infrastructure.

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	August 15, 2014

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	3
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	July 14, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

TABLED FROM PREVIOUS MEETING: Consider, and act upon, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the residential and commercial rates listed.

Recommendation

Staff recommends motion to approve the amending ordinance.

Discussion

Attached is a spreadsheet of other cities and surrounding area's garbage rates.

Approved By

		Initial	*Date*
Department Head		T. Ervin	7/14/2014
City Manager	P. Stasiak	PJS	7/14/2014

List of Garbage rates:

Entity	Privatization Co.	Monthly Fee One Cart 1 pu	Two Carts 1 pu	
McAlester	Republic Serv.	17.95	17.95	(change to $18.26 for 1 & 2 polycarts)
Republic Serv. Open Market outside city limits		26.66	26.66	
Muskogee		12.43	24.86	
Stillwater		16.93	27.71	
Owasso		13.95	27.90	13.95 per ea additional polycart
Durant		20.35	29.90	
Miami		17.70	29.07	
Ada		15.75	28.25	
Atoka	Republic Serv.	13.11	15.11	
Quinton	Republic Serv.	10.40	10.40	
Wilburton	Latimer County	15.00	20.00	
Hartshorne	Republic Serv.	28.56	31.56	
Krebs	Republic Serv.	13.20	16.75	
	average	17.08	23.55	

New Rates Effective July 1, 2014
McAlester, Ok

COMMERCIAL					
Collection Rates	1X per week	2X per week	3X per week	4X per week	5X per week
2 CY Container	$32.87	$65.74	$98.61	$131.48	$164.36
4 CY Container	$65.74	$131.48	$197.24	$262.98	$328.72
6 CY Container	$98.61	$197.24	$295.84	$394.46	$493.08
8 CY Container	$131.48	$262.98	$394.46	$525.95	$657.44
95 Gal Comm Cart	$16.27				

RESIDENTIAL	
Service	1 x week
Residential Cart	$9.69
(includes handicap houseside svc)	
Second cart	Free
Third cart	$3.26

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 106, UTILITIES, ARTICLE IV. DIVISION 2. MUNICIPAL COLLECTION SERVICE, SECTION 106-327 (b), CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE; AND DECLARING AN EMERGENCY.

****

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McALESTER, that:

SECTION 1: CHAPTER 106, UTILITIES, OF THE CODE OF ORDINANCE CITY OF MCALESTER, OKLAHOMA, IS HEREBY AMENDED TO READ AS FOLLOWS:

DIVISION 2. MUNICIPAL COLLECTION SERVICE

Chapter 106, Utilities, Article IV., Solid Waste, Division 2, Municipal Collection Service, Section 106-327, Charges for Removal of Permissible Solid Waste:

Sec. 106-327. Charges for removal of permissible solid waste.

(a) The owner or occupant of each of the following premises shall pay to the City for removal of permissible solid waste the sum of ~~Seventeen Dollars Ninety-Five Cents ($17.95)~~ Eighteen Dollars Twenty Six Cents ($18.26) per month:

1. Single-family dwelling.

2. Duplex and/or apartment.

3. Church.

(b) Business establishments, industrial concerns and schools shall be charged on the basis of the schedule of minimum fees.

Polycart	1 pickup/week	~~24.60~~	25.02	/Month
2-yard dumpster	1 pickups/week	~~40.66~~	41.36	/Month
2-yard dumpster	2 pickups/week	~~76.19~~	77.50	/Month
2-yard dumpster	3 pickups/week	~~111.73~~	113.65	/Month
2-yard dumpster	4 pickups/week	~~147.26~~	149.79	/Month
2-yard dumpster	5 pickups/week	~~182.79~~	185.93	/Month
2-yard dumpster	6 pickup/week	~~218.33~~	222.08	/Month
2-yard dumpster	7 pickups/week	~~253.86~~	258.23	/Month
4-yard dumpster	1 pickups/week	~~76.19~~	77.50	/Month

4-yard dumpster	2 pickups/week	~~147.26~~	149.79	/Month
4-yard dumpster	3 pickups/week	~~218.33~~	222.08	/Month
4-yard dumpster	4 pickups/week	~~289.39~~	294.37	/Month
4-yard dumpster	5 pickups/week	~~360.45~~	366.65	/Month
4-yard dumpster	6 pickups/week	~~431.53~~	438.95	/Month
4-yard dumpster	7 pickups/week	~~502.59~~	511.23	/Month
6-yard dumpster	1 pickups/week	~~111.73~~	113.65	/Month
6-yard dumpster	2 pickups/week	~~218.33~~	222.08	/Month
6-yard dumpster	3 pickups/week	~~324.93~~	330.52	/Month
6-yard dumpster	4 pickups/week	~~431.53~~	438.95	/Month
6-yard dumpster	5 pickups/week	~~538.13~~	547.38	/Month
6-yard dumpster	6 pickups/week	~~644.73~~	655.82	/Month
6-yard dumpster	7 pickups/week	~~751.31~~	764.23	/Month
8-yard dumpster	1 pickups/week	~~172.50~~	175.47	/Month
8-yard dumpster	2 pickups/week	~~289.39~~	294.37	/Month
8-yard dumpster	3 pickups/week	~~431.53~~	438.95	/Month
8-yard dumpster	4 pickups/week	~~573.65~~	583.51	/Month
8-yard dumpster	5 pickups/week	~~715.79~~	728.10	/Month
8-yard dumpster	6 pickups/week	~~857.91~~	872.66	/Month
8-yard dumpster	7 pickups/week	~~1000.05~~	1017.25	/Month

SECTION 2: EMERGENCY CLAUSE.

That an emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof it is necessary that this Act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ___ day of _____2014.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

SEAL)

By _____
Mayor

ATTEST:

_____
Cora Middleton, City Clerk

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

By _____
Joe Ervin, City Attorney

Residential solid waste pricing history

	Base rate	Landfill fee	Use fee/ Recycling fee	TOTAL		Allied Waste charge to City for residential	City profit (Base rate less AW charge)
2010 before outsourcing	18.16	4.16	0.26	22.58			
2010 after outsourcing	17.95	4.16	0.40	22.51		8.95	9.00
Allied rate adjustment approved 1/10/12 retroactive to 7/1/11						0.31	
Rate unchanged to residents	17.95	4.16	0.40	22.51		9.26	8.69
Allied rate adjustment approved 6/26/12 effective 7/1/12						0.23	
Rate unchanged to residents	17.95	4.16	0.40	22.51		9.49	8.46
Allied rate adjustment approved 6/25/13 effective 7/1/13						0.04	
Rate unchanged to residents	17.95	4.16	0.40	22.51		9.53	8.42
Allied rate adjustment approved 6/24/14 effective 7/1/14						0.19	
Rate unchanged to residents	17.95	4.16	0.40	22.51		9.72	8.23

Note: Allied contract expires on June 30, 2020. Assuming inflation in each remaining year is high enough to reach the maximum annual increase allowed by the contract of 3.5%, there would be five such annual increases resulting in a charge from Allied in the final year of the contract of $11.54. Therefore, the "worst case" would still produce a net profit to the city of $6.41 per resident per month in the final year.

REPUBLIC SERVICES, INC.

June 26, 2014

Mr. Peter Stasiak
28 E. Washington
P.O. Box 578
McAlester, OK 74502

Dear Mr. Stasiak,

On behalf of Allied Waste/Republic Services, I would like to thank you for the opportunity of managing the City of McAlester's municipal solid waste needs. We take pride in the quality of service that we offer to our valued customers.

Per page 10 of the current agreement, Section 5.03.01 **Effective July 1, 2014**, the new service rate is calculated using the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (< 50,000) which as of April 2014 equals 1.71% (x 90%) and the U.S City Average, Other Motor Fuels as of April 2013 was .1% (x 10%). New rates effective July 1, 2014 are reflected on page 2 of this letter.

Information collected from www.bls.gov

CPI-U All Items Index Midwest, Size D

$$\frac{223.141-218.915}{218.915} = 1.9 \times .9 = 1.71\%$$

CPI-U U.S. City Average, Other Motor Fuels

.1 x .1= .01

Total Adjustment 1.71 + .01= 1.72%

This adjustment of **1.72%** will be added to all Residential and Commercial accounts billed through the city. Please make any necessary changes in your billing system to account for this rate change. These changes will be reflected on the July invoice which will be received by the city in August 2014.

We appreciate the relationship we share with the community and will continue to provide services that exceed your expectations.

Best regards,

Joey Dunlap

Joey Dunlap
Municipal Services Manager
Republic Services/Allied Waste
Phone: 918-704-6266
Email: jdunlap@republicservices.com

Table 3. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories -Continued

(1982-84=100, unless otherwise noted)

Item and Group	Relative importance, December 2013	Unadjusted indexes		Unadjusted percent change to Apr. 2014 from—		Seasonally adjusted percent change from—		
		Mar. 2014	Apr. 2014	Apr. 2013	Mar. 2014	Jan. to Feb.	Feb. to Mar.	Mar. to Apr.
Expenditure category								
Moving, storage, freight expense [2]	.115	129.255	130.067	1.2	0.6	-0.8	0.4	0.2
Repair of household items [1 2]	.064	209.049	208.927	2.3	-.1	.1	-.1	-.1
Apparel	3.437	128.888	129.629	.6	.6	-.3	.3	.0
Men's and boys' apparel	.866	121.113	122.506	-.7	1.2	.5	-.1	.4
Men's apparel	.678	125.773	126.728	-2.1	.8	1.2	.1	-1.0
Men's suits, sport coats, and outerwear	.113	119.423	118.841	-4.2	-.5	1.9	-1.0	-2.2
Men's furnishings	.191	155.888	157.303	-1.7	.9	.1	-1.5	-.4
Men's shirts and sweaters [2]	.207	81.748	82.289	-2.4	.7	.1	1.4	-2.8
Men's pants and shorts	.160	120.541	122.414	-.9	1.6	1.8	.4	1.9
Boys' apparel	.188	103.503	106.210	5.1	2.6	-2.0	-.6	2.8
Women's and girls' apparel	1.504	117.470	118.029	2.4	.5	-.9	.3	.4
Women's apparel	1.263	121.262	121.304	1.8	.0	-1.3	.3	-.5
Women's outerwear	.114	110.678	109.914	9.1	-.7	-.7	4.5	.3
Women's dresses	.154	132.894	127.941	-.3	-3.7	.5	-3.6	-4.1
Women's suits and separates [2]	.604	89.835	89.865	-.7	.0	-1.4	.8	-1.0
Women's underwear, nightwear, sportswear and accessories [2]	.382	106.053	108.021	5.1	1.9	.0	.8	1.7
Girls' apparel	.240	99.552	102.454	6.1	2.9	.8	.1	5.1
Footwear	.710	133.627	134.422	-1.2	.6	.1	.6	-.2
Men's footwear [1]	.216	135.518	137.161	.0	1.2	-.8	-.4	1.2
Boys' and girls' footwear	.169	138.398	140.369	-.8	1.4	-.8	-1.2	1.1
Women's footwear	.326	129.341	129.076	-2.1	-.2	2.1	1.3	-1.2
Infants' and toddlers' apparel	.136	118.474	119.628	2.6	1.0	-.1	1.7	1.2
Jewelry and watches [8]	.222	164.523	162.389	-2.8	-1.3	-.5	-.1	-1.4
Watches [1 8]	.047	122.972	121.115	-.3	-1.5	2.1	.4	-1.5
Jewelry [8]	.175	171.582	168.455	-3.7	-1.2	-1.0	.0	-1.4
Transportation	16.418	218.435	221.972	1.5	1.6	-.4	-.4	1.1
Private transportation	15.254	213.792	216.975	1.7	1.5	-.5	-.5	1.0
New and used motor vehicles [2]	5.815	100.899	101.325	.2	.4	.0	.2	.3
New vehicles	3.559	146.348	146.724	.4	.3	.1	.0	.3
New cars and trucks [2 3]	-	101.420	101.684	.3	.3	.1	.0	.3
New cars [3]	-	144.812	145.039	-.4	.2	.0	.0	.1
New trucks [3 9]	-	153.278	153.878	1.2	.4	.1	.0	.6
Used cars and trucks	1.673	148.920	150.496	.2	1.1	-.1	.4	.5
Leased cars and trucks [11]	.401	85.198	84.923	-2.1	-.3	.5	.0	-.5
Car and truck rental [2]	.073	134.685	132.615	5.0	-1.5	-1.4	4.0	-1.8
Motor fuel	5.065	306.059	316.782	2.5	3.5	-1.7	-1.7	2.3
Gasoline (all types)	4.979	304.464	315.335	2.4	3.6	-1.7	-1.7	2.3
Gasoline, unleaded regular [3]	-	303.394	314.387	2.4	3.6	-1.7	-1.7	2.2
Gasoline, unleaded midgrade [3 12]	-	316.739	326.751	3.4	3.2	-1.4	-1.3	1.9
Gasoline, unleaded premium [3]	-	295.669	305.858	2.5	3.4	-1.7	-1.8	2.2
Other motor fuels [2]	.086	288.282	286.730	.1	-.5	.3	-3.4	-.9
Motor vehicle parts and equipment [1]	.441	145.136	145.325	-1.3	.1	-.2	.0	.1
Tires [1]	.292	128.792	128.950	-2.5	.1	-.3	-.1	.1
Vehicle accessories other than tires [1 2]	.148	163.460	163.701	1.2	.1	.2	0	.1
Vehicle parts and equipment other than tires [1 3]	-	153.992	154.503	1.5	.3	.2	-.2	.3
Motor oil, coolant, and fluids [1 3]	-	364.980	363.510	-.2	-.4	.0	.7	-.4
Motor vehicle maintenance and repair [1]	1.153	264.146	264.508	1.6	.1	.3	-.1	.1
Motor vehicle body work [1]	.056	277.606	278.128	3.1	.2	.9	.2	.2
Motor vehicle maintenance and servicing [1]	.485	239.158	239.474	1.4	.1	.2	.0	.1
Motor vehicle repair [1 2]	.580	162.842	163.068	1.6	.1	.3	-.3	.1
Motor vehicle insurance	2.213	430.163	433.113	4.4	.7	.3	.3	.9
Motor vehicle fees [1 2]	.567	176.562	176.707	1.6	.1	.1	.0	.1
State motor vehicle registration and license fees [1 2 6]	.318	168.779	168.760	.9	.0	.0	-.1	0
Parking and other fees [2]	.231	189.735	190.140	2.6	.2	.3	.1	.4
Parking fees and tolls [1 2 3]	-	209.401	210.272	3.3	.4	.2	.1	.4
Automobile service clubs [1 2 3]	-	126.352	124.893	-.7	-1.2	.1	.0	-1.2
Public transportation	1.164	273.384	282.623	.1	3.4	.5	.3	1.6
Airline fare	.742	302.464	318.331	-.2	5.2	1.3	.5	2.6
Other intercity transportation	.159	153.802	153.946	.6	.1	-1.2	1.1	-.3

See footnotes at end of table.

Table 3. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories -Continued

(1982-84=100, unless otherwise noted)

Item and Group	Relative importance, December 2012	Unadjusted indexes		Unadjusted percent change to Apr. 2013 from—		Seasonally adjusted percent change from—		
		Mar. 2013	Apr. 2013	Apr. 2012	Mar. 2013	Jan. to Feb.	Feb. to Mar.	Mar. to Apr.
Expenditure category								
Moving, storage, freight expense [1 3]	.090	128.346	128.472	0.0	0.1	-0.2	0.4	0.1
Repair of household items [1 3]	.078	204.911	204.267	3.7	-.3	.0	.2	-.3
Apparel	3.564	128.279	128.861	.3	.5	-.1	-1.0	-.3
Men's and boys' apparel	.858	120.427	123.346	1.8	2.4	-.6	-.7	1.1
Men's apparel	.675	125.499	129.468	3.3	3.2	-.6	-.8	2.1
Men's suits, sport coats, and outerwear	.120	121.006	124.040	5.5	2.5	3.8	-2.1	1.3
Men's furnishings	.184	154.098	160.017	6.3	3.8	.8	-3.8	3.3
Men's shirts and sweaters [3]	.213	81.222	84.293	1.1	3.8	-2.0	1.6	.7
Men's pants and shorts	.151	120.991	123.539	1.3	2.1	-4.4	-.9	2.8
Boys' apparel	.183	101.514	101.077	-3.9	-.4	-.7	-.4	-.1
Women's and girls' apparel	1.495	115.810	115.217	-1.4	-.5	-.1	-1.5	-1.1
Women's apparel	1.238	119.354	119.189	-.3	-.1	1.3	-.9	-1.3
Women's outerwear	.097	100.188	100.719	4.0	.5	2.3	-.2	.8
Women's dresses	.158	127.805	128.294	-2.6	.4	-1.3	-.9	.7
Women's suits and separates [3]	.576	91.054	90.503	-.1	-.6	3.8	-1.1	-2.3
Women's underwear, nightwear, sportswear and accessories [3]	.391	102.545	102.748	-.4	.2	-.5	-1.4	.0
Girls' apparel	.257	99.040	96.520	-7.5	-2.5	-6.8	-4.1	-.4
Footwear	.696	134.956	136.096	3.2	.8	.4	-.7	.0
Men's footwear [1]	.214	137.204	137.177	3.3	.0	1.4	-.7	.0
Boys' and girls' footwear	.154	140.593	141.436	2.7	.6	1.2	-1.0	.5
Women's footwear	.327	129.917	131.898	3.4	1.5	-.6	-.4	.5
Infants' and toddlers' apparel	.200	117.609	116.549	-2.2	-.9	.5	-2.3	-1.3
Jewelry and watches [8]	.315	167.456	166.997	.0	-.3	-.1	.1	-.8
Watches [1 8]	.091	122.225	121.452	2.9	-.6	1.1	.4	-.6
Jewelry [8]	.224	176.136	175.905	-1.2	-.1	-.4	.1	-.6
Transportation	16.846	221.080	218.592	-2.0	-1.1	3.0	-1.3	-2.7
Private transportation	15.657	216.167	213.438	-2.3	-1.3	3.3	-1.5	-2.9
New and used motor vehicles [3]	5.551	100.809	101.162	.2	.4	.1	.3	.3
New vehicles	3.189	145.989	146.188	1.2	.1	-.3	.1	.3
New cars and trucks [2 3]	*	101.197	101.339	1.2	.1	-.3	.0	.3
New cars [2]	*	145.592	145.673	.9	.1	-.3	.1	.2
New trucks [2 9]	*	151.604	152.043	1.5	.3	-.2	.2	.5
Used cars and trucks	1.844	148.753	150.160	-.6	.9	.8	1.2	.6
Leased cars and trucks [11]	.380	87.224	86.752	-4.1	-.5	.6	-1.0	-.8
Car and truck rental [3]	.070	127.581	126.295	1.4	-1.0	-.7	-1.0	-1.5
Motor fuel	5.462	320.739	309.048	-8.2	-3.6	9.0	-4.2	-8.1
Gasoline (all types)	5.274	319.523	307.814	-8.3	-3.7	9.1	-4.4	-8.1
Gasoline, unleaded regular [2]	*	318.998	306.958	-8.7	-3.8	9.3	-4.4	-8.4
Gasoline, unleaded midgrade [2 12]	*	327.254	315.963	-7.6	-3.5	9.1	-4.3	-7.8
Gasoline, unleaded premium [2]	*	308.422	298.334	-6.8	-3.3	8.3	-4.1	-7.5
Other motor fuels [3]	.189	295.602	286.555	-4.7	-3.1	3.7	-4.0	-6.3
Motor vehicle parts and equipment [1]	.434	147.916	147.220	-.7	-.5	-.2	.2	-.5
Tires [1]	.293	133.288	132.290	-2.2	-.7	-.3	.1	-.7
Vehicle accessories other than tires [1 3]	.141	161.541	161.708	2.3	.1	.1	.3	.1
Vehicle parts and equipment other than tires [1 2]	*	152.490	152.189	2.9	-.2	.0	.7	-.2
Motor oil, coolant, and fluids [1 2]	*	359.250	364.244	.8	1.4	.0	-1.0	1.4
Motor vehicle maintenance and repair [1]	1.149	260.156	260.341	1.5	.1	.2	.0	.1
Motor vehicle body work [1]	.058	269.064	269.891	2.3	.3	.2	.2	.3
Motor vehicle maintenance and servicing [1]	.461	236.066	236.089	1.6	.0	.1	-.1	.0
Motor vehicle repair [1 3]	.595	160.349	160.501	1.3	.1	.2	.0	.1
Motor vehicle insurance	2.497	415.381	414.955	4.4	-.1	.2	.1	.0
Motor vehicle fees [1 3]	.563	173.978	173.915	1.5	.0	.1	.2	.0
State motor vehicle registration and license fees [1 3 6]	.326	167.179	167.204	.4	.0	.0	.0	.0
Parking and other fees [1 3]	.215	185.516	185.304	3.0	-.1	.3	.4	-.1
Parking fees and tolls [1 2 3]	*	203.797	203.543	3.7	-.1	.2	.5	-.1
Automobile service clubs [1 2 3]	*	125.791	125.744	1.4	.0	.2	-.2	.0
Public transportation	1.189	280.356	282.364	2.6	.7	-.4	1.1	-.4
Airline fare	.771	315.303	318.815	1.9	1.1	-.3	.6	-.7
Other intercity transportation	.151	153.376	153.011	1.1	-.2	-1.1	1.1	-1.0

See footnotes at end of table.

Table 13. Consumer Price Index for All Urban Consumers (CPI-U): Cross classification of regions and population size classes[1], by expenditure category and commodity and service group-Continued

(1982-84=100, unless otherwise noted)

Item and group	Midwest								
	Size class A			Size class B/C [2]			Size class D		
	Index Apr. 2014	Percent change from— Apr. 2013	Percent change from— Mar. 2014	Index Apr. 2014	Percent change from— Apr. 2013	Percent change from— Mar. 2014	Index Apr. 2014	Percent change from— Apr. 2013	Percent change from— Mar. 2014
Expenditure category									
All items [3]	226.582	1.9	0.3	145.465	2.0	0.4	223.141	1.9	0.1
All items (December 1977=100)	374.099	-	-	-	-	-	397.745	-	-
Food and beverages	237.746	2.3	.5	149.835	1.9	.2	238.291	2.4	.5
Food	237.217	2.3	.5	150.170	1.9	.2	238.139	2.6	.5
Food at home	232.058	1.9	.6	146.518	1.7	.3	225.303	2.5	.7
Food away from home	245.122	3.1	.5	155.712	2.2	.1	261.617	2.8	.2
Alcoholic beverages	240.814	1.5	.1	148.432	1.8	.4	240.647	-.2	.0
Housing	212.436	2.8	.1	133.004	2.0	.1	204.324	1.8	-.5
Shelter	247.542	2.0	.3	134.012	1.9	.2	232.805	1.8	-.3
Rent of primary residence [4]	251.097	2.5	.0	136.646	1.5	.1	221.117	2.4	.3
Owners' equivalent rent of residences [4 5]	251.422	1.7	.1	132.229	2.1	.2	240.094	1.8	.2
Owners' equivalent rent of primary residence [4 5]	251.422	1.7	.1	132.229	2.1	.2	240.094	1.8	.2
Fuels and utilities	222.003	10.5	-.6	174.461	4.1	-.7	218.603	3.3	-1.6
Household energy	190.986	12.2	-.8	171.364	3.8	-1.0	169.432	3.4	-1.9
Energy services [4]	193.303	12.2	-.5	167.315	3.8	-.7	181.557	1.9	-1.3
Electricity [4]	173.304	1.2	.0	164.110	2.7	1.3	175.770	-1.1	-.2
Utility (piped) gas service [4]	203.018	28.6	-1.0	160.700	7.5	-6.1	190.207	13.4	-4.4
Household furnishings and operations	112.241	-.7	-.2	95.265	.2	.6	119.535	-.6	.0
Apparel	122.106	1.7	.8	94.188	1.3	.5	126.336	-1.3	.3
Transportation	220.796	.4	.8	162.331	1.4	1.1	199.977	.9	.9
Private transportation	216.316	.6	.7	162.486	1.6	.9	193.735	1.5	.9
Motor fuel	333.814	.9	1.7	337.714	3.3	1.8	280.787	2.9	1.5
Gasoline (all types)	331.285	.6	1.7	337.398	3.0	1.8	276.677	2.8	1.6
Gasoline, unleaded regular [6]	330.216	.4	1.7	343.377	2.3	1.7	265.057	2.5	1.6
Gasoline, unleaded midgrade [6 7]	356.929	1.5	1.6	335.309	5.6	2.2	326.092	4.7	1.7
Gasoline, unleaded premium [6]	321.431	1.8	1.6	319.294	3.8	2.0	286.150	1.9	1.0
Medical care	431.432	2.5	.1	193.547	3.8	.4	428.563	4.4	.2
Recreation [2]	116.396	-.3	.2	122.525	.9	.5	108.425	-.1	.1
Education and communication [2]	139.572	1.3	.3	140.411	3.5	.4	134.405	2.6	.2
Other goods and services	383.717	2.1	-.3	181.366	1.5	1.0	445.329	4.7	.4
Commodity and service group									
All items [3]	226.582	1.9	.3	145.465	2.0	.4	223.141	1.9	.1
Commodities	185.706	.9	.6	135.287	1.4	.5	191.360	1.6	.5
Commodities less food and beverages	158.478	.1	.6	127.368	1.1	.7	168.506	1.2	.5
Nondurables less food and beverages	211.996	1.0	.7	170.417	2.3	.8	225.579	2.6	.5
Durables	106.398	-1.2	.4	84.521	-1.0	.5	111.868	-1.2	.4
Services	267.030	2.6	.2	151.717	2.5	.3	258.081	2.2	-.1
Special aggregate indexes									
All items less medical care	217.584	1.9	.3	140.609	1.8	.4	210.531	1.7	.1
All items less shelter	221.208	1.8	.3	148.185	2.0	.5	221.334	1.9	.3
Commodities less food	161.684	.1	.6	127.944	1.1	.7	170.407	1.1	.5
Nondurables	226.049	1.6	.6	160.230	2.1	.5	232.399	2.5	.5
Nondurables less food	214.191	.9	.6	188.644	2.4	.8	225.951	2.5	.5
Services less rent of shelter [5]	300.368	3.1	.1	170.276	3.0	.4	287.560	2.3	.0
Services less medical care services	253.620	2.6	.2	147.206	2.3	.3	236.762	2.0	-.2
Energy	252.560	5.5	.6	243.880	3.3	.6	220.945	3.0	.0
All items less energy	228.423	1.6	.3	136.790	1.8	.4	224.802	1.8	.2
All items less food and energy	225.211	1.4	.2	134.378	1.8	.4	222.313	1.7	.1

See footnotes at end of table

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	4
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	July 15, 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

		Initial	*Date*
Department Head		T. Ervin	7/15/2014
City Manager	P. Stasiak	PJS	7/15/2014

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-2, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 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

Exhibit A-2

City of McAlester
Budget Amendment - FY 2013-2014
MPWA
June 30, 2014

Approved at Council Meeting 7-22-2014

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	40999		Fund Balance	561,752	88,311	650,063
						-
						-
			Total		88,311	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	5267313	Interdepartmental	Electric Utility	359,123	88,311	447,434
						-
						-
						-
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					88,311	

FUND INFORMATION	
Original Budget - Revenues ***	$ 8,361,681
Amendments	-
Current Budget - Revenues	**$ 8,361,681**
Original Budget - Expenditures	$ 8,361,681
Amendments	650,063
Current Budget - Expenditures	**$ 9,011,744**

*** Does not include appropriated fund balance.

Approved by the City Council this

June 30, 2014

Explanation of Budget Amendment:

Appropriate Funds for additional Electric Utility.

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1114-039

Exhibit A-1

City of McAlester
Budget Amendment - FY 2013-2014
General Fund
June 30, 2014

Approved at Council Meeting 7-22-2014

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40999		Fund Balance	977,075	72,734	1,049,809
			Total		72,734	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	5214302	Legal	Consultants	120,000	33,685	153,685
01	5215313	Interdepartmental	Electric Utility	287,000	39,049	326,049
					72,734	

FUND INFORMATION	
Original Budget - Revenues ***	$ 13,503,650
Amendments	398,000
Current Budget - Revenues	$ 13,901,650
Original Budget - Expenditures	$ 13,503,650
Amendments	1,447,809
Current Budget - Expenditures	$ 14,951,459

*** Does not include appropriated fund balance

Approved by the City Council this

June 30, 2014

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for the additional Legal Consultants fees and Electric Utility

Posted By _____ Date _____ BA# _____ Pkt # _____

A1114-038

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
034	5/13/14	01	General Fund	Appropriate Funds for the Belmont Trails Project	160,000	230,581
038	6/30/14	01	General Fund	Appropriate funds for the additional Legal Consultants fees and Electric Utility.		72,734
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
039	6/30/14	02	MPWA	Appropriate Funds for additional Electric Utility.		88,311
013	11/26/13	14	Police Grant Fund	Appropriate funds for DOJ Drug enforcement Grant	-	20,000
036	5/27/14	20	Cemetery Fund	Appropriate funds for the Cemetery Mowers, roof repairs, and trees. Recommended by (	-	15,300
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
035	5/27/14	30	Economic Development	Appropriate funds for Economic Development Grant for Building permit fee approved by (	-	26,400
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
037	6/24/14	41	Capital Fund	Appropriate Funds for bid for Ambulance.		55,500
					3,154,828	6,846,010

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	5
Department:	Community & Economic Development		
Prepared By:	Leroy Alsup	**Account Code:**	N/A
Date Prepared:	July 15, 2014	**Budgeted Amount:**	N/A
		Exhibits:	Nine

Subject

Consider and act upon a resolution to renew the Temporary Sales Tax Rebate Program for businesses in the McAlester Main Street Districts and the Choctaw Commercial Corridor.

Recommendation

Motion to approve a resolution to renew the Temporary Sales Tax Rebate Program for businesses in the McAlester Main Street Districts and the Choctaw Commercial Corridor.

Discussion

A vibrant, active and economically viable downtown benefits the entire community. The Main Street districts are faced with vacant storefronts, low pedestrian traffic, growth challenges due to uncertain economic times, and competition from new development in other areas of the City and competition from businesses outside of the community such as internet sales. McAlester Main Street has the potential to play an important role in achieving downtown economic growth and revitalization. It is in the public interest to support McAlester Main Street's efforts. Sales Tax Rebate Program Participants:

Participant	1st Twelve Months Rebate	2nd Twelve Months Rebate	Total Rebate
Whistle Stop Bistro	$1,631	$0	$1,631
HL's Sport Shop	$3,048	In Progress	
Back Alley Billiards	In Progress		
The Urban Overlook	In Progress		

Attachments:

1. Resolution to renew the Temporary Sales Tax Rebate Program.
2. Exhibit "A" to the resolution- Temporary Sales Tax Rebate Program Guidelines.
3. Exhibit "B" to the resolution- Drawing of McAlester Main Street Districts and the Choctaw Commercial Corridor.
4. Table of Hypothetical Example of Sales Tax Rebates.
5. Sales Tax Rebate Program Application & Rebate Request Instructions.
6. Sales Tax Rebate Program Application Form.
7. New Business- Sales Tax Rebate Request Form.
8. Relocating Business- Sales Tax Rebate Request Form.
9. Existing Business- Sales Tax Rebate Request Form.

Approved By

		Initial	*Date*
Department Head	L. Alsup	LA	07/15/2014
City Manager	P. Stasiak	PJS	07/15/2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCALESTER AUTHORIZING *THE RENEWAL OF THE* A TEMPORARY SALES TAX REBATE PROGRAM FOR BUSINESSES IN THE MAIN STREET DISTRICTS *AND THE CHOCTAW COMMERCIAL CORRIDOR*.

****

WHEREAS, the City of McAlester recognizes that the Main Street districts are faced with ~~high vacancy rates~~ *vacant storefronts,* , ~~less~~ *low* pedestrian traffic, and ~~declining~~ *tentative* sales *growth* due to ~~a major~~ *uncertain* economic ~~recession~~ *times*, ~~increased~~ competition from new development in other areas of the City and competition from businesses outside of the community (*ex. internet sales)*; and

WHEREAS, the City of McAlester recognizes that additional vacancies in the Main Street districts would reduce the economic viability of other district businesses and could lead to a downward spiral of vacancies and disinvestment; and

WHEREAS, the City of McAlester recognizes that vacant commercial buildings generate no sales tax and if the vacancies continue, no sales tax will be generated in the future; and

WHEREAS, the City of McAlester recognizes that most Main Street district businesses are locally-owned and that money spent at locally-owned businesses, on average, re-circulates through the local economy more times than money spent at national chain stores; and

WHEREAS, the City of McAlester recognizes that a vibrant, active, and economically viable downtown benefits the entire community by contributing toward a high quality of life for community residents; and

WHEREAS, the City of McAlester recognizes that McAlester Main Street has the potential to play an important role in achieving downtown economic growth and revitalization; and

WHEREAS, the City of McAlester recognizes that it is in the public interest to support McAlester Main Street's efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:

SECTION 1: ~~a~~ *The* temporary Sales Tax Rebate Program as set forth in Exhibit "A" is hereby ~~established~~ *extended* ~~That~~ in order to improve the economic viability of Main Street district businesses and *to* stimulate investment in the Main Street districts *and the Choctaw Commercial Corridor as designated on Exhibit "B"*.

SECTION 2: That the City Manager *or his designee* shall develop and administer all necessary rules, regulations, forms, procedures and controls to ensure that participants in the Sales Tax Rebate Program comply with all requirements of this resolution.

SECTION 3: That prior to acceptance of a business as a participant in the Sales Tax Rebate Program, the City Manager and Chief Financial Officer will certify in writing the applicants' compliance with all application requirements. Whereupon the Council, by majority vote, may accept the business as a participant.

SECTION 4: That prior to payment of any sales tax rebate to any participant in the Sales Tax Rebate Program, the City Manager and Chief Financial Officer will certify in writing the participant's compliance with all applicable requirements and will attest to the correct calculation of the amount to be rebated. Whereupon the Council, by majority vote, may authorize payment of the rebate.

SECTION 5: That applicants may request entry into the program effective as of the beginning of any calendar month beginning August 1, ~~2013~~ *2014* through July 31, ~~2014~~ 2015, after which time no new applicants will be accepted unless this resolution is extended by action of the City Council. *All applicants who apply prior to August 1, 2015 and are subsequently accepted by the City Council will be eligible to receive the Sales Tax Rebate Program benefits for the full 24 month period if they meet all applicable requirements, even if the Sales Tax Rebate Program application period is not extended beyond July 31, 2015.*

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 22nd day of July 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

Resolution No. _____
TEMPORARY SALES TAX REBATE PROGRAM

EXHIBIT "A"

A portion of the City of McAlester's share of non-dedicated sales tax will be temporarily rebated to qualifying businesses located in ~~the City's Main Street districts, being~~ those two districts currently defined by the McAlester Main Street Association and specifically including the Choctaw Commercial Corridor, which ~~is~~ *are* hereby defined as the areas *generally* encompassed within the ~~following~~ boundaries *outlined below and more specifically as designated on the district boundary maps attached as Exhibit "B" to Resolution No. _____*:

The following are the current Choctaw Commercial Corridor boundaries:

- West to east: East Choctaw Avenue beginning in the Choctaw Downtown Parking Lot and proceeding continuously up to and including 700 East Carl Albert Parkway.

- North to south: the north side of the alley directly north of East Choctaw Avenue to the south side of the alley directly south of East Choctaw Avenue.

The following are the current McAlester Main Street ~~program~~ *district* boundaries as listed in the McAlester Main Street Association Bylaws:

- Downtown includes the area defined by: west side of Main Street from Chickasaw to Carl Albert, north side of Carl Albert from Main Street to 5th Street, east side of 5th Street to Choctaw, south side of Choctaw from 5th Street to 3rd Street, east side of 3rd Street from Choctaw to Chickasaw, south side of Chickasaw from 3rd Street to west side of Main Street.

- Old Town includes the area defined by: east and west side of Main Street from 2600 North Main Street to the south side of East Smith.

A business is officially enrolled in the program on the first day of the first month following approval of its application materials. The business then remains in the program for 2 years from that date (e.g. August 1, ~~2013~~ *2014* to July 31, ~~2015~~ *2016*). Businesses can apply to participate in the program starting August 1, ~~2013~~ *2014* and continuing through July 31, ~~2014~~ *2015*, after which no new applications will be accepted.

Only businesses that in whole or in majority part provide sales of goods and/or services subject to general sales tax will be eligible to participate in the program. In addition, each business must meet the eligibility criteria for its corresponding category as outlined below:

New Business: New retail businesses that locate within the ~~Main Street~~ *eligible* ~~districts~~ *target areas* may apply for a sales tax rebate from the City of McAlester. Such rebate will consist of a 50% rebate of all non-dedicated City sales tax collected by said business during its first full year ~~of operation~~ *in the Sales Tax Rebate Program*. The rebate will reduce to 25% of all non-dedicated City sales tax collected by said business for its second full year ~~of operation~~ *in the Sales Tax Rebate Program*. The rebate for ~~a new~~ *any* business shall not in any given year exceed $12,500. For a business to participate in the program as a new business, the business must meet each of the following criteria:

- *The business must apply to enter the program within 6 months of opening.*

- The business must generate a minimum of $50,000 in annual taxable sales.

- The business must not have been established at any other location within the City limits of the City of McAlester prior to August 1, ~~2013~~ *2014*. The sole exceptions are~~: (a)~~ businesses which immediately prior to moving to an eligible location had operated as home-based businesses~~; and (b) additional locations of businesses currently operating in the City of McAlester. Additional locations will only be eligible to receive a rebate if the other location(s) remains in operation throughout the program's duration~~.

- First-time business owners must ~~attend~~ *complete* McAlester Main Street's Small Business Workshop on small business ownership. Experienced business owners are encouraged to attend.

For Relocating and Existing Businesses that are accepted into the program, the rebate for both years will be calculated using the baseline figure on the application, figured from the previous 12 months sales tax remittance. If a business was closed for part of the 12 months or has been in business less than 12 months, then the ~~base rate~~ *sales tax remittance for* ~~of~~ the months available will be used *as the baseline figure*.

Relocating Business: Businesses that are currently operating within the City limits of the City of McAlester ~~prior~~ and choose to relocate from outside the Main Street districts or the Choctaw Commercial Corridor to ~~a~~ *an eligible* location within the Main Street districts or the Choctaw ~~Avenue~~ Commercial Corridor may apply for a sales tax rebate from the City of McAlester. The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales *(baseline figure)*. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business *in excess of the baseline figure* for the first year *of the rebate program* and will be reduced to a 25% rebate of the increase over the ~~first year in~~ non-dedicated City sales tax collected by the business *during their first 12 months in the rebate program* for the second year *of the rebate program*. The rebate for ~~a relocating~~ *any* business shall not in any given year exceed $12,500. For a relocating business to be eligible to participate in the program, the business must meet ~~each of~~ the following criteria:

- The business must generate a minimum of $50,000 in annual taxable sales.

- ~~During the 12 months following its application to enter the program, the business must either expand its interior floor space by at least 25% or create at least 1 full time job. To qualify through job creation, the job created must provide an average wage for a retail position in the City of McAlester.~~

AND one of the following criteria:

- *The business must expand its interior floor space by at least 25% during the 12 month period following its application at its new location within the eligible target areas.*

- *The business must create at least 1 full time job during the 12 month period following its application. The job created must provide an average wage for a retail position in the City of McAlester, according to the Oklahoma Employment Security Commission.*

- *The business must make an investment of at least $5,000 in interior renovations, streetscaping or facade improvements during the 12 month period following its application.*

Existing Business: Existing businesses already located in the Main Street districts or the Choctaw Commercial Corridor may apply for a sales tax rebate from the City of McAlester. *Additional locations of businesses currently operating within the City of McAlester may also apply as an existing business if the other location(s) remains in operation throughout their participation in this program.* The rebate will

apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales *(baseline figure)*. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business for the first year and will be reduced to a 25% rebate of the increase over the ~~first year in~~ non-dedicated City sales tax collected by the business *during their first 12 months in the rebate program* for the second year. The rebate for ~~an existing~~ *any* business shall not in any given year exceed $12,500. For an existing business to be eligible to participate in the program, the business must meet the following criteria:

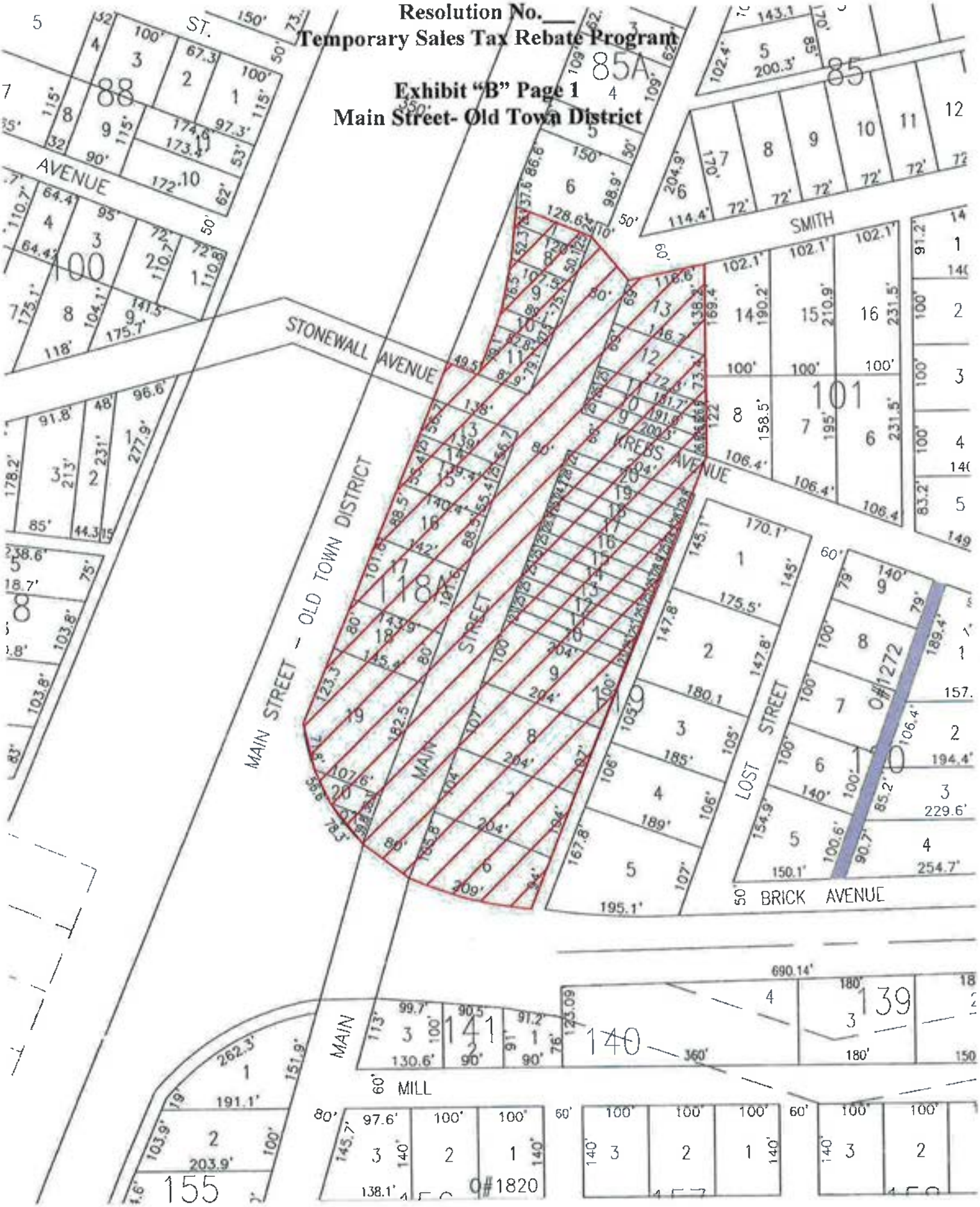
- The business must generate a minimum of $50,000 in annual taxable sales.

AND one of the following criteria:

- The business must expand its interior floor space by at least 25% during the 12 month period following its application.
- The business must create at least 1 full time job during the 12 month period following its application. ~~To qualify through job creation, the~~ *The* job created must provide an average wage for a retail position in the City of McAlester, *according to the Oklahoma Employment Security Commission.*
- The business must make an investment of at least $5,000 in interior renovations, streetscaping, or facade improvements during the 12 month period following its application.
- ~~The business must commit to participating in the McAlester Main Street Expanded Business Hours Program as outlined in the application.~~

Resolution No.___
Temporary Sales Tax Rebate Program

Exhibit "B" Page 1
Main Street- Old Town District



Resolution No.___
Temporary Sales Tax Rebate Program

Exhibit "B" Page 2
Main Street- Downtown District (*in blue & overlaps with Choctaw Corridor*)
&
Choctaw Commercial Corridor (*in red*)

Temporary Sales Tax Rebate Program

McAlester Main Street Districts & the Choctaw Commercial Corridor

Table of Hypothetical Example of Sales Tax Rebates

	New Business	Relocating Business	Existing Business
Base Year Gross Taxable Sales (Prior 12 Months)	$0	$50,000	$50,000
Non-Dedicated City Tax Rate	2.0%	2.0%	2.0%
Non-Dedicated City Sales Tax Revenue	$0	$1,000	$1,000
▶ 1st Twelve Months in Tax Rebate Program			
Total Gross Taxable Sales	$100,000	$100,000	$100,000
Non-Dedicated Tax Rate	2.0%	2.0%	2.0%
Non-Dedicated City Sales Tax Revenue	$2,000	$2,000	$2,000
Non-Dedicated City Sales Tax Revenue In Excess of Base Year	NA	$1,000	$1,000
Rebate Rate	50%	50%	50%
Sales Tax Rebate for 1st Twelve Months in Program	$1,000	$500	$500
▶ 2nd Twelve Months in Tax Rebate Program			
Total Gross Taxable Sales	$150,000	$150,000	$150,000
Non-Dedicated Tax Rate	2.0%	2.0%	2.0%
Non-Dedicated City Sales Tax Revenue	$3,000	$3,000	$3,000
Non-Dedicated City Sales Tax Revenue In Excess of 1st Twelve Months in Program	NA	$1,000	$1,000
Rebate Rate	25%	25%	25%
Sales Tax Rebate for 2nd 12 Months in Program	$750	$250	$250

APPLICATION & *SALES TAX* REBATE REQUEST INSTRUCTIONS

1. ~~Complete and submit an application to the City Manager. If you are a first-time business owner, you must enroll in McAlester Main Street's Small Business Workshop before applying~~.

2. ~~The City Manager will submit the application to the City Council for approval~~.

3. ~~Complete and submit rebate requests with required attachments within 90 days of the 12 and 24 month anniversaries of acceptance into program~~.

   ~~To submit a rebate request, contact the City Manager to schedule a review appointment~~:

   ~~City Manager Pete Stasiak~~
   ~~City of McAlester~~
   ~~P.O. Box 578~~
   ~~McAlester, OK 74501~~
   ~~(918) 423-9300~~

   ~~It is highly recommended that you contact McAlester Main Street at (918) 423-8888 or *mcalestermainst@att.net* for assistance in completing the application before scheduling a review appointment~~.

4. ~~The City Manager will submit the rebate request to the City Council within 90 days of submission of completed and verified rebate requests. Missing or incorrect information will delay presentation to City Council~~.

- *Contact McAlester Main Street for assistance in completing the application. If you are a first-time business owner, you must enroll in McAlester Main Street's Small Business Workshop before applying.*

  McAlester Main Street
  215 E. Choctaw Ave., Ste. 112
  McAlester, OK 74501
  (918) 423-8888

- *Submit the completed application to the City of McAlester Chief Financial Officer at City Hall. The City Manager or his designee will submit the application to the City Council for approval. A business is officially enrolled in the program on the first day of the first month following approval of its application materials by the City Council.*

  City of McAlester Finance Department
  28 E. Washington Ave.
  P.O. Box 578
  McAlester, OK 74502
  (918) 423-9300, Ext. 4936

- *Contact McAlester Main Street for assistance in completing the rebate requests with required attachments prior to their due dates for submission to the City.*

- *Submit the completed rebate requests with required attachments within 90 days of the 12 and 24 month anniversaries of enrollment into the program to the City of McAlester Chief Financial Officer at City Hall. The City Manager or his designee will submit the verified rebate requests to the City Council for approval within 90 days of submission of completed and verified rebate requests.*

APPLICATION

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

I am making application for the Temporary Sales Tax Rebate as a:

☐ **New Business**

First Time Business Owner? ☐ Yes ☐ No
If yes, attach proof of enrollment in McAlester Main Street's Small Business Workshop, which must be completed within in three months of ~~acceptance~~ *enrollment* into the program.

☐ **Relocating Business**

☐ **Existing Business**

Application Agreement
I understand that I am responsible for providing all information requested in this application and all information requested in the rebate request. I further understand that I must provide any additional information requested by the City ~~Manager~~ for presentation to the City Council for the rebate. I further understand that I may seek assistance from McAlester Main Street to complete this application and the rebate requests and that upon completion of the rebate request, I must ~~schedule a review appointment with the City Manager to~~ submit *the* rebate request *to the Chief Financial Officer of the City of McAlester*. I further understand that rebate requests must be submitted within 90 days of the 12 and 24 month anniversaries of ~~acceptance~~ *enrollment* into the program.

Signatures

Authorized *Applicant* Signature:	Date:
Authorized *City* Approved Signature:	Date:

NEW BUSINESS REBATE REQUEST

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

☐ **Year 1 (50%)** ☐ **Year 2 (25%)**

The rebate will consist of a 50% rebate of all non-dedicated City sales tax collected by said business during its first full year ~~of operation~~ *in the Sales Tax Rebate Program*. The rebate will reduce to 25% of all non-dedicated City sales tax collected by said business for its second full year ~~of operation~~ *in the Sales Tax Rebate Program*. The rebate for ~~a new~~ *any* business shall not in any given year exceed $12,500.

Checklist

☐ A copy of Sales Tax Certificate showing the business address located in ~~or having property lines touching~~ the Main Street districts or the Choctaw Commercial Corridor

☐ A copy of Oklahoma Business Registration Application corresponding to Sales Tax Permit (See http://www.tax.ok.gov/forms/busregpk.pdf.)

☐ ~~Previous 12 months sales~~ *Sales* tax reports with confirmations from OTC corresponding to the sales tax reports, proving minimum annual sales of $50,000 *(first full year in the Sales Tax Rebate Program or second full year in the Sales Tax Rebate Program)*

☐ First Time Business Owner *completing Year 1*? ☐ Yes ☐ No
If yes, attach proof of ~~enrollment in~~ *completion of* McAlester Main Street's Small Business Workshop, which must be completed within ~~in~~ three months of ~~acceptance~~ *enrollment* into the program.

Dates: / - /			
Month	Month	Month	Total Sales Tax Paid
Month	Month	Month	
Month	Month	Month	Verified Initials
Month	Month	Month	Verified:
Total Eligible for Rebate Calculation:			

Rebate Request Agreement

I understand that I am responsible for providing all information requested in this rebate request. I further understand that I must provide any additional information requested by the City for presentation to the City Council for the rebate. I further understand that rebate requests must be submitted within 90 days of the 12 and 24 month anniversaries of enrollment into the program.

Signatures

Requesting Signature:	Date:
Rebate Request Approved for Submission to City Council Signature: (City Manager *or his designee*)	Date:

City of McAlester • 28 E. Washington Ave. • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300
McAlester Main Street • 215 E. Choctaw Ave, Ste. 112 • McAlester, OK 74501 • (918) 423-8888

RELOCATING BUSINESS REBATE REQUEST

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

□ **Year 1 (50%)** □ **Year 2 (25%)**

The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales *(baseline figure)*. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business *in excess of the baseline figure* for the first year *of the rebate program* and will be reduced to a 25% rebate of the increase over the ~~first year in~~ non-dedicated City sales tax collected by the business *during their first 12 months in the rebate program* for the second year *of the rebate program*. The rebate for a ~~relocating~~ *any* business shall not in any given year exceed $12,500.

Checklist

□ A copy of Sales Tax Certificate showing the business address located in ~~or having property lines touching~~ the Main Street districts of the Choctaw Commercial Corridor.

□ *A copy of Oklahoma Business Registration Application corresponding to Sales Tax Permit (See http://www.tax.ok.gov/forms/busregpk.pdf.)*

□ ~~Previous 12 months sales~~ *Sales* tax reports with confirmations from OTC corresponding to the sales tax reports, proving minimum annual sales of $50,000 *(first full year in the Sales Tax Rebate Program or second full year in the Sales Tax Rebate Program)*

□ ~~Attach~~ Proof of one of the following:

- *The business expanded its interior floor space by at least 25% during the 12 month period following its application at its new location within the eligible target areas.*
- *The business created at least 1 full time job during the 12 month period following its application. The job created must provide an average wage for a retail position in the City of McAlester, according to the Oklahoma Employment Security Commission.*
- *The business made an investment of at least $5,000 in interior renovations, streetscaping or facade improvements during the 12 month period following its application.*

Dates: / - /			
Month	Month	Month	Total Sales Tax Paid
Month	Month	Month	
Month	Month	Month	Verified Initials
Month	Month	Month	Verified:
	Total for Previous Year:		

Dates: / - /			
Month	Month	Month	Total Sales Tax Paid
Month	Month	Month	
Month	Month	Month	Verified Initials
Month	Month	Month	Verified:
	Total for Current Year:		

Rebate Request Agreement

I understand that I am responsible for providing all information requested in this rebate request. I further understand that I must provide any additional information requested by the City for presentation to the City Council for the rebate. I further understand that rebate requests must be submitted within 90 days of the 12 and 24 month anniversaries of enrollment into the program.

Signatures

Requesting Signature:	Date:
Rebate Request Approved for Submission to City Council Signature: (City Manager *or his designee*)	Date:

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McAlester Main Street • 215 E. Choctaw Ave, Ste. 112 • McAlester, OK 74501 • (918) 423-8888

EXISTING BUSINESS REBATE REQUEST

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

□ **Year 1 (50%)** □ **Year 2 (25%)**

The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales *(baseline figure)*. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business for the first year and will be reduced to a 25% rebate of the increase over the ~~first year in~~ non-dedicated City sales tax collected by the business *during their first 12 months in the rebate program* for the second year. The rebate for ~~an existing~~ *any* business shall not in any given year exceed $12,500.

Checklist

□ A copy of Sales Tax Certificate showing the business address located in ~~or having property lines touching~~ the Main Street districts of the Choctaw Commercial Corridor.

□ *A copy of Oklahoma Business Registration Application corresponding to Sales Tax Permit (See http://www.tax.ok.gov/forms/busregpk.pdf.)*

□ ~~Previous 12 months sales~~ *Sales* tax reports with confirmations from OTC corresponding to the sales tax reports, proving minimum annual sales of $50,000 *(first full year in the Sales Tax Rebate Program or second full year in the Sales Tax Rebate Program)*

□ ~~Attach~~ Proof of one of the following:

- *The business expanded its interior floor space by at least 25% during the 12 month period following its application.*
- *The business created at least 1 full time job during the 12 month period following its application. The job created must provide an average wage for a retail position in the City of McAlester, according to the Oklahoma Employment Security Commission.*
- *The business made an investment of at least $5,000 in interior renovations, streetscaping or facade improvements during the 12 month period following its application.*

- ~~Participated in the McAlester Main Street Expanded Business Hours Program by staying open until 7 p.m. one night per week and from at least 10 a.m. to 5 p.m. on Saturday. (Provide a certificate of participation from McAlester Main Street.)~~

Dates: / - /			
Month	Month	Month	Total Sales Tax Paid
Month	Month	Month	
Month	Month	Month	Verified Initials
Month	Month	Month	Verified:
	Total for Previous Year:		

Dates: / - /			
Month	Month	Month	Total Sales Tax Paid
Month	Month	Month	
Month	Month	Month	Verified Initials
Month	Month	Month	Verified:
	Total for Current Year:		

Rebate Request Agreement

I understand that I am responsible for providing all information requested in this rebate request. I further understand that I must provide any additional information requested by the City for presentation to the City Council for the rebate. I further understand that rebate requests must be submitted within 90 days of the 12 and 24 month anniversaries of enrollment into the program.

Signatures

Requesting Signature:	Date:
Rebate Request Approved for Submission to City Council Signature: (City Manager *or his designee*)	Date:

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McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	6
Department:	Community & Economic Development		
Prepared By:	Leroy Alsup	**Account Code:**	N/A
Date Prepared:	July 15, 2014	**Budgeted Amount:**	N/A
		Exhibits:	Four

Subject

Consider and act upon a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street.

Recommendation

Motion to approve a resolution to establish Parklet Guidelines and to grant a permit for City Owned Parklets in Old Town and Downtown McAlester in partnership with McAlester Main Street.

Discussion

A Parklet is a small public sidewalk extension, usually extending two parking space lengths, that uses non-permanent materials (e.g., it is not concrete). It combines elements such as seating, trees, flowers, shrubs, umbrellas, bike parking or lighting that reflects the unique character and needs of the location. Often Parklets have trees and shrubs, which help to beautify an area and act as a buffer between the street and the sidewalk. They are intended as aesthetic enhancements to the streetscape.

Parklets will stimulate vitality and activity in the city's commercial districts. They support the local business community by attracting people to the location and encouraging pedestrians to linger; attract attention to businesses; provide additional seating for people to sit, relax and enjoy the city around them; and they can be used by cafe customers and others.

A Parklet is a *public space* that can be used by everyone: neighbors, residents and tourists as places to places to gather and stop. It is not private property, and it is not limited to customers of the surrounding businesses or permit holders. They are publicly accessible and open to all.

Attachments:

1. Resolution to establish Parklet Guidelines and to grant a permit for Parklets in Old Town and Downtown McAlester.
2. Exhibit "A" to Resolution- Parklet Design, Fabrication & Installation Guidelines.
3. Section 94-72. Sidewalk planters and decorations. McAlester City Code.
4. Photos of sample Parklet.

Approved By

		Initial	*Date*
Department Head	L. Alsup	LA	07/15/2014
City Manager	P. Stasiak	PJS	07/15/2014

Resolution No. _____

A RESOLUTION TO ESTABLISH PARKLET GUIDELINES AND TO GRANT A PERMIT FOR CITY OWNED PARKLETS IN OLD TOWN AND DOWNTOWN MCALESTER IN PARTNERSHIP WITH MCALESTER MAIN STREET.

****

WHEREAS, a Parklet is a small public sidewalk extension, usually extending two parking space lengths, that uses non-permanent materials (e.g., it is not concrete). It combines elements such as seating, trees, flowers, shrubs, umbrellas, bike parking or lighting that reflects the unique character and needs of the location. Parklets often have trees and shrubs, which help to beautify an area and act as a buffer between the street and the sidewalk. They are intended as aesthetic enhancements to the streetscape; and

WHEREAS, Parklets will stimulate vitality and activity in the city's commercial districts. They support the local business community by attracting people to the location and encouraging pedestrians to linger; attract attention to businesses; provide additional seating for people to sit, relax and enjoy the city around them; and they can be used by cafe customers and others; and

WHEREAS, a Parklet is a *public space* that can be used by everyone: neighbors, residents and tourists as places to places to gather and stop. It is not private property, and it is not limited to customers of the surrounding businesses or permit holders. They are publicly accessible and open to all.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of McAlester, that:

- The Parklet Design, Fabrication & Installation Guidelines attached hereto as Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein are hereby approved and adopted.

- Consistent with the intent of Section 94-72 of the McAlester City Code, the City of McAlester, in partnership with McAlester Main Street, is hereby granted a permit to construct and install up to two (2) Parklets within the Main Street Downtown District and one (1) Parklet in the Main Street Old Town District subject to the following conditions:
  - The City of McAlester shall be the owner of the three (3) Parklets, therefore the liability insurance required by Section 94-72 shall be provided under the City of McAlester's Insurance Plan.
  - Approval of the specific location of each proposed Parklet by the Public Works Director/City Engineer.
  - Submission of Parklet construction plans for each location for approval by the Public Works Director/City Engineer, prior to issuance of the permit authorizing the construction of the Parklets by the Building Inspector. All Parklet construction plans must comply with the Parklet Design, Fabrication & Installation Guidelines attached hereto as Exhibit "A".

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 22nd day of July 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

RESOLUTION NO. _____

Exhibit "A"
Parklet Design, Fabrication & Installation Guidelines

► PRE-DESIGN/ BUILDING NEIGHBORHOOD SUPPORT

Demonstrated support for the Parklet project is an essential part of the process and should be included with the initial Parklet application. Parklet application submissions that do not include documentation of community outreach will not be considered.

Full consensus in support of the project from every business or property owner on the block is not a requirement for the Parklet proposal to move forward, but it is important to demonstrate that adequate outreach has been done in case someone files an objection to the Parklet application.

Property Owners. Applicants are *required* to notify the property owner(s) whose property fronts the proposed Parklet. The applicant is also strongly encouraged to notify nearby property owners and neighboring businesses on the block of the Parklet, neighborhood organizations and residents.

Applicants are encouraged to draft a letter to neighboring stakeholders to obtain support. Letters should highlight the benefits of the proposed Parklet for the local community, the number of parking spaces the Parklet will occupy, and any potential changes to colored curb zones. It should also include contact information for the person signing the letter.

The applicant is to provide a written summary of any verbal feedback as well as a copy of any written comments received.

► IMPORTANT CONSIDERATIONS

Parklets are Public
The Parklet Program is intended to create publicly accessible open spaces that add vitality to the public realm. For example, members of the public are welcome to use and enjoy a Parklet regardless of whether or not they patronize any business fronting or adjacent to the Parklet. Accordingly, many of the guidelines listed below are intended to ensure Parklets are designed to feel welcoming and inviting to all users.

Designing for the Urban Landscape
Despite their small scale, Parklets can pose deceptively challenging design problems. Parklet designers must resolve potentially complex site issues like maintaining access for persons with disabilities on sloped streets or maintaining positive drainage underneath the Parklet structure. Parklets must also be designed to be easily removed without damaging the curb, sidewalk, or underlying street or roadway yet be durable enough to withstand the pressures of being outside in the urban landscape for years at a time. Working with a professional designer such as an architect, landscape architect or industrial designer can expedite the permit process by providing complete plans, reduced maintenance costs and often a higher quality design.

► PARKLET LOCATION CRITERIA

Speed limit. Parklets are permitted on streets with speed limits of 30 mph or less. Parklets on streets with speed limits over 30 mph may be considered on a case-by-case basis.

Corner locations. In general, Parklets must be located at least one parking space away from an intersection or street corner. Parklets close to corners can be more exposed to the risk of a collision by a motorized vehicle. In some instances, a bike corral at least 15 feet in length, a curb-extension (bulb-out) or some other physical barrier that would protect the parklet in a corner location may allow the City to consider a corner Parklet on a case-by-case basis. Parklets at intersections or on street corners shall not obstruct the sight distance triangle.

Parking spaces. Parklets can be sited along the curb line on streets where on-street parking spaces exist. They can be considered in any location where there are or would be space(s) for on-street parallel, angled or perpendicular parking, including spaces with metered or un-metered parking. The City has determined that the installation of Parklets within existing on-street parking spaces is an appropriate use of these spaces.

Driveways. Parklets may be installed in front of a driveway if the applicant is the owner of the driveway or obtains written permission from the property owner to install the Parklet. If the driveway has been abandoned or no longer provides access to off-street parking space, the driveway may be incorporated into the Parklet design.

Other locations. Other locations adjacent to the curb will be considered on a case-by-case basis.

Street slope. Parklets are generally permitted on streets with a running slope (grade) of five percent or less. When installed on streets with running slopes of three percent or greater, Parklets will need to include a wheelchair rest area. Parklets may be permitted on streets with a running slope over five percent if they can provide safe access and a turnaround area for wheelchair users.

Parklets on streets with a running slope over five percent pose significant design challenges. For those Parklet proposals, applicants should anticipate a longer and more robust review process and be aware there is a somewhat greater chance that such Parklets will not be issued permits.

Curb color zones. Applicants must take special care when installing or constructing a parklet near or in a color curb zone. Parklets may replace blue zones designated for disabled parking if there is 1) support for their removal and 2) appropriate alternative locations to restore them. Parklets are not generally permitted in red zones. City staff will consider these requests on a case-by-case basis. Please be aware that applicants are responsible for any costs associated with removing and relocating a color curb zone.

Utilities. Parklets are not permitted in front of a fire hydrant or above a fire hydrant shut-off valve. Parklets may not be constructed over utility and manhole covers. Applicants should make a thorough inventory of utility access covers in the proposed Parklet area by checking under parked cars. Applicants must provide access to any City or public utility company that may have underground conduits beneath the constructed Parklet. Access may require applicants to temporarily remove all or a portion of the constructed Parklet.

Long-term City projects / future City-sponsored streetscape improvements. As part of its initial screening process, the City reviews proposed Parklet locations for potential conflicts with future programmed streetscape improvements and repaving projects. The City may reject Parklet proposals that conflict with impending streetscape improvements. Parklets installed on streets scheduled for future improvements will likely need to be removed prior to the improvements being constructed.

► CREATING AN INITIAL SITE PLAN

An initial site plan showing the existing street and sidewalk environment is required with all applications. The site plan does not need to show the proposed Parklet design but should show the footprint of the proposed Parklet; all street and sidewalk utility covers; any poles, signs and meters; any sidewalk furniture; and color curb zones 20 feet on either side of the proposed Parklet location. Site plans must be drawn to scale (by hand or computer). The initial site plan may be hand drawn, as long as it is legible and includes all the elements previously listed. When creating the initial site plan, applicants should consider:

- The building fronting the proposed Parklet, adjacent properties (include addresses) and their building entrances.
- Existing sidewalk width(s).
- Existing curb cuts and driveways.
- Adjacent bike lane or auto traffic lane.
- Existing parking spaces with dimensions.
- Existing parking meters with numbers of all meters to be removed.
- Other existing sidewalk features near the proposed Parklet area (fire hydrants, streetlights, utility access panels, bike racks, etc).
- Existing utilities in the street, on the sidewalk, and covered by or adjacent to the proposed Parklet.
- All colored curb zones.
- Existing street trees and tree pits.
- Proposed Parklet footprint and dimensions.
- Parklet setback dimensions (48 inches from adjacent parallel parking spaces or 36 inches from adjacent diagonal parking spaces and 12 inches from adjacent bike lane or auto traffic lane).

Parklet footprint: parallel parking. When replacing parallel on-street parking, most Parklets are the size and length of one or two parking spaces. The City will consider larger Parklets depending on circumstances and existing site conditions. Smaller Parklets may also be successful.

All Parklets are required to include setbacks on either side to buffer the Parklet from adjacent on-street parking spaces and driveways. Parallel parking spaces typically range between 18 to 22 feet in length. With standard 4-foot setbacks on both ends and a 20-foot parking space, typical Parklet dimensions would be:

Equivalent Parking Spaces (20')	*Setbacks (2'x 4' = 8')*	*Parklet Structure*
1 Parking Space	**8 feet**	**12 feet**
2 Parking Spaces	**8 feet**	**32 feet**
3 Parking Spaces	**8 feet**	**52 feet**

Parklet footprint: diagonal parking. For diagonal and perpendicular spaces, the edge of the Parklet must be set back 36 inches from the adjacent parking space on either side. This setback space must be included within the Parklet space and not be taken from the adjacent space.

Where Parklets are installed in areas with diagonal or perpendicular parking, they are typically designed to be the size of three or more combined parking spaces. Due to required setbacks, a one- or two-space Parklet would likely pose significant accessibility issues and design challenges.

Adjacent parking (*parallel and diagonal parking*). Parklets may not use part of any adjacent parking spaces. In areas where parking is not striped, the Parklet shall not leave an "orphaned" space that is too small to use as a full parking space.

Reflective elements at corners. Reflective elements are required at the outside corners of all Parklets. Soft-hit posts are a standard solution deployed at the outside edges; however, the City will consider additional reflective elements incorporated in the Parklet design.

Wheel stops. City staff will work with applicant to determine the appropriate location for wheel stops. Wheel stops should be made of recycled rubber; concrete wheel stops are discouraged.

Site conditions. The initial site plan should accurately reflect the existing site conditions and include streetscape features like adjacent bike racks, utility covers, street poles, existing signs, street trees, tree wells, etc.

Driveways. Parklets located next to driveways must be set back two feet from the outside edge of the driveway. If the Parklet is located in front of a driveway, the platform must extend over the driveway so that the entire platform surface is level with the sidewalk .

Parking meter location numbers. If a Parklet is located in an area with metered parking, the applicant needs to show the locations of the parking meters to be removed and include their associated parking meter number(s).

Vertical Elements. The Parklet must have vertical elements (planters, umbrellas, canopies, etc.) so as to be visible to passing vehicles and to provide appropriate shading for occupants. These overheads elements should not span over the sidewalk.

Protective Barrier. The Parklet must have a protective, visibly penetrable barrier around the outside edge of the parklet so as to promote occupant safety and discourage illegal activity. The barrier must be set at least 18 inches back from the street side edge.

► DESIGN DEVELOPMENT

- **GENERAL GUIDELINES**
  - **Parklets are public.** Parklets are public spaces and should feel open and welcoming to passersby, even those who may not intend to patronize the business adjacent to the Parklet.
  - **No advertising.** Logos, advertising or other branding is prohibited. A small unobtrusive plaque recognizing project sponsors and material donors may be acceptable.
  - **Include public Parklet sign.** Installation of at least one "Public Parklet" signs which state that all seating shall be publicly accessible at all times is required.
  - **Design for easy removal.** Because Parklets may sit on top of critical infrastructure and utilities such as gas lines or sewer and water mains, they need to be designed for easy removal in case of an emergency. No Parklet component should weigh more than 200 pounds per square foot.

- **INCLUSIVE DESIGN (ADA COMPLIANCE)**
  - All Parklets must be ADA compliant.
  - The Parklet design must be accessible and welcoming to all users, including people with physical disabilities, wheelchair users and those with impaired vision. Inclusive design considerations will affect many aspects of the Parklet design ranging from how space is

allocated within the Parklet to the materials used. A few examples of the issues City staff shall evaluate are:

* Slip resistant surface materials.
* Ensuring wheelchair users can access and enjoy the Parklet.
* Ensuring the Parklet, and some seating within the Parklet, is accessible to people with disabilities.

- **THE PLATFORM**

  The platform provides the structural base for the Parklet. The City strongly recommends consulting a design or construction professional to ensure that the platform will be sturdy and safe.

  - **Bolting.** Bolting into the street or penetrating the surface of the road in any way is strongly discouraged and may not be allowed without a restoration plan and an excavation bond posted by the applicant and their contractor. Parklets may be bolted to the existing curb with specific restoration requirements.
  - **Platform surface.** The top of the Parklet platform must be flush with the sidewalk with a maximum gap of one-half inch. In the case of a sloping street, staff will work with the designer to address issues of access.
  - **Access.** If the platform base is not solid, the space underneath the platform surface must be accessible for maintenance through access panels, removable pavers, etc.
  - **Concrete.** If using a concrete base for the Parklet floor, the concrete cannot be poured directly on the road surface. A plastic slip-sheet can be used to prevent the concrete from binding to the roadbed below. To facilitate easy removal of the Parklet, the concrete floor should not include structural rebar and must weigh less than 200 pounds per square foot.
  - **Surface materials.** Loose particles, such as sand or loose stone, are not permitted on the Parklet.
  - **Drainage.** The Parklet cannot impede the flow of curbside drainage. Designers are strongly encouraged to cover openings at either end of the Parklet with screens to prevent blockage from debris.
  - **Platform cross slope.** Parklet platform rest areas cannot exceed two percent cross slopes. The final construction drawings will need to show spot elevations for both the sidewalk and the platform areas.
  - **Street crown and curb height.** Most streets are crowned (parabolic in cross-section) and typically edged with a six-inch-high curb. This is to ensure that stormwater flows towards the curb and gutter during a rainstorm. The curb is intended to prevent water from jumping the curb and flooding adjacent buildings. This means that the elevation of the street rises the further you move from the curb, effectively reducing the amount of space to build the Parklet platform. Whereas along the curb there may be 6 inches of clearance for the platform structure, clearance can be reduced to as little as 2 inches further into the street. Furthermore, both curb heights and street crown heights vary with each street segment. Designers are strongly advised to take field measurements before beginning the design to make sure their proposed platform solution will fit within the allotted space and satisfy all slope and accessibility requirements.

- **THE ENCLOSURE**
  - **Buffer the edges.** Depending on the location, the Parklet should have an edge to buffer the street. This can take the form of planters, railing, cabling, or some other appropriate buffer. The height and scale of the buffer required will vary depending on local context. Dependent on a review by the City Engineer a continuous edge may not be required.

- **Maintain a visual connection to the street.** A Parklet design should maintain a visual connection to the street. Continuous opaque walls above forty-two inches that block views into the Parklet from the surrounding streetscape are prohibited. Columns and other vertical elements are allowed.
- **Avoid overhead elements that span the sidewalk.** Overhead elements that span the sidewalk and connect the parklet to the adjacent building façade are discouraged. Such proposals may be considered on a case-by-case basis, and will require a minimum vertical clearance of eighty four inches above grade.
- **Extend the sidewalk.** Parklets should be designed as an extension of the sidewalk, with multiple points of entry along the curbside edge. This may not be feasible on steeply sloped sites.
- **Consider the back of the Parklet.** While not visible from the sidewalk, the Parklet's back is highly visible from across the street. Large blank walls can be an invitation for tagging. This can be mitigated by adding visual interest like pattern, color, modulation or planting.

- **AMENITIES**

  - **Integrate amenities into the Parklet structure.** Parklets should include some permanent seating integrated into the parklet structure. This is to ensure that when moveable furniture like tables and seating are taken inside at night, the parklet still feels welcoming. In some instances, the City may consider other amenities like bike racks or landscaped areas to provide this function.

  - **Movable seating.** The City strongly encourages benches and seating to be integrated into the Parklet structure. If movable tables and chairs are used, they must be different from the furniture that is currently used on the sidewalk as part of any outside café or inside adjacent businesses.

  - **Planting.** Integrated planting is strongly encouraged. Native plants, plants that provide habitat, and drought-tolerant plants are encouraged.

  - **Lighting.** Lighting elements are permitted but may require a separate electrical permit. Applicants interested in lighting should consider solar-powered lighting to avoid the time and expense involved in running electricity from an adjacent building.

  - **Incorporating bicycle parking.** Integrated bicycle parking is strongly encouraged. Bike racks can be integrated into the Parklet structure or installed adjacent to the Parklet as a bike corral on the street. Bicycle parking can be incorporated into the Parklet design in the following ways:
    * On the Parklet platform. Bicycle parking may be installed on top of the Parklet platform, such as a custom made bicycle rack incorporated into the design of the Parklet.
    * On-street (adjacent to the Parklet).

► SUSTAINABLE DESIGN & CONSTRUCTION

Parklets are intended to be aesthetic improvements to the streetscape. They should be designed with this in mind, ensuring that the materials used are high quality, durable, and beautiful.

Materials that are easy to maintain. Have a strategy for removing graffiti and replacing or repairing damaged Parklet features such as plants, railings or other elements. Whereas some materials may cost

more initially, they may ultimately save money in maintenance costs. For example, aluminum costs roughly three times as much as steel but when tagged, it can simply be cleaned with acetone. Project sponsors are ultimately responsible for making sure that their Parklet is kept clean and in good repair.

► FINAL CONSTRUCTION DOCUMENT PACKAGE

Parklet designers are strongly advised to communicate with the City Public Works Department during the design development phase. Public Works can help flag potential design concerns early in the process. This reduces the likelihood that the construction documents will have to be revised, potentially saving time and money.

At the end of the design process, a complete construction document set will need to be submitted. This is a collection of drawings that explain how the Parklet will look, what materials it will be made of and how it will be assembled. It is expected that the Parklet will be constructed with the materials and forms depicted in the final construction drawing set. Substitute materials must be of equal quality to the original material proposed. If the applicant is unsure if the replacement material meets this threshold, contact the City Public Works Department.

1. **Parklet Location and Context Plan.** This drawing shows the Parklet footprint in relation to the surrounding streetscape context. It should include:
   - The buildings fronting the Parklet, adjacent properties (include addresses) and their building entrances.
   - Existing sidewalk width(s).
   - Existing curb cuts and/or driveways.
   - Adjacent bike lane or auto traffic lane.
   - Existing parking spaces with dimensions.
   - Existing parking meters, with numbers of all meters to be removed.
   - Other existing sidewalk features near the proposed Parklet area (fire hydrants, streetlights, utility access panels, bike racks, etc.).
   - Existing utilities in the street, on the sidewalk, covered by or adjacent to the proposed Parklet.
   - All colored curb zones.
   - Existing street trees and tree pits.
   - Proposed Parklet footprint and dimensions, including setback dimensions.

2. **Accessibility Plan:**
   - Spot elevations on the sidewalk and street.
   - Wheel chair turnaround space.
   - Wheel chair path and rest area.

3. **Detail Site Plan.** This top-view drawing of the Parklet design should include:
   - Various elements included in the design.
   - Different materials to be used in the design.
   - Plant types and/or species to be used.
   - Dimensions of Parklet and Parklet elements (including buffer areas).

4. **Elevations from all sides.** These side-view drawings of the proposed design should include:
   - Various elements included in the design.
   - Different materials to be used in the design.
   - Dimensions of Parklet, Parklet elements and buffer areas.

5. **Construction Details.** These drawings show how the Parklet will be assembled or constructed. They should include:
   - Any hardware such as fasteners to be used in the construction process.
   - A detail showing how positive drainage flow will be maintained along the curb line. Applicants should also articulate how they will access the drainage channel if it gets blocked.

6. **Renderings and Perspectives** (optional).

Permit Issuance
After the design has been approved by the Director of Public Works, the Building Inspector will issue the final permit.

► HOST RESPONSIBILITIES

REMINDER: PARKLETS ARE PUBLIC
Parklets are free and open to all members of the public to use, regardless of whether or not they patronize adjacent businesses. For example, a restaurant employee is not allowed to ask someone to leave a Parklet to make space for customers who wish to sit there.

UPKEEP AND MAINTENANCE
The Parklet should be well maintained and in good repair under the conditions of approval of the Parklet permit. Parklet sponsors are encouraged to develop a maintenance plan for keeping the Parklet free of debris, grime, and graffiti, and to keep all plants in good health.

Parklet sponsors are also required to sweep the area surrounding the Parklet and keep it litter-free, because City street sweepers are unable to reach the curb-line immediately adjacent to the Parklet. The sponsor will need to provide pest abatement beneath the Parklet platform.

Chapter 94
MCALESTER CITY CODE
STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE III. SIDEWALKS

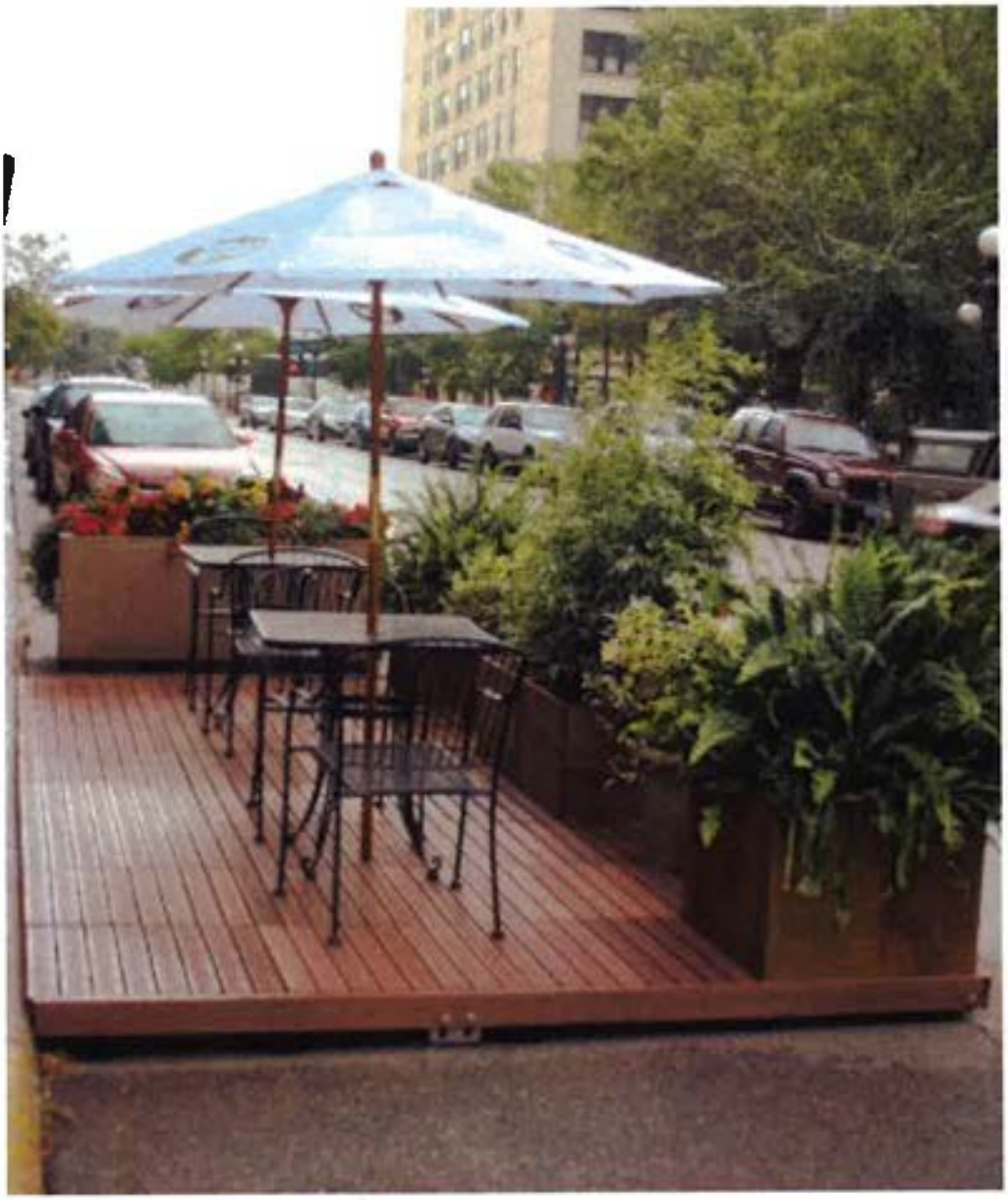
Sec. 94-72. Sidewalk planters and decorations.

(a) Notwithstanding any other provision of this Code or other ordinance, it shall be lawful for civic organizations to place and maintain planters and decorations on the outer or inner edges of sidewalks, for the beautification of the city, provided the terms of this section are complied with.

(b) A plan for planters or decorations referred to in subsection (a) shall be filed with the city clerk and presented to the city council for its approval, such plan to show the location and type of planters and decorations.

(c) If the plan referred to in subsection (b) is approved by the council, the civic organization involved shall then file with the city clerk a liability insurance policy, issued by an insurance company authorized to do business in the state, in the sum of not less than $10,000.00, covering property and personal injury damage and indemnifying the city from any property or personal injury damage which might result from the placing of the planters and other decorations on sidewalks within the city.

(d) Upon the approval above outlined and the filing of the insurance policy as required above, the building inspector shall issue a permit authorizing the placement of such planters and decorations.
(Code 1974, § 26-10)



Picture of Parklet
St. Paul, MN

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	7
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	July 14, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, a resolution amending the City's Non-Uniform Pay Plan.

Recommendation

Staff recommends motion to approve resolution amending the City's Non-Uniform Pay Plan.

Discussion

The City of McAlester's budget for Fiscal year 2014-2015 contains funding available to reinstate/unfreeze the non-uniform step increases. All supervisors have attended classes on performance review and evaluations. It is the intent of this new pay plan to recognize job performance. The pay plan attached only expands the existing pay plan steps from 20 to 40 steps, keeping the job ranges approximately the same. By passing this resolution, the council is not approving a pay increase at this time only a better scale on which the pay plan is based.

Approved By

		Initial	*Date*
Department Head		T. Ervin	7/14/2014
City Manager	P. Stasiak	PJS	7/14/2014

Resolution No. _____

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

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

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

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

SECTION 1. That the non-uniform pay plan shall be amended to reflect the additional steps, a copy of the amended pay plan is attached and made a part hereof by reference;

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

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____day of _____, 20____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By:_____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

NON-UNIFORM PAY PLAN FY 2014-15

104	1	2	3	4	5	6	7	8	9	10
Hourly	$ 7.168	$ 7.240	$ 7.312	$ 7.385	$ 7.459	$ 7.534	$ 7.609	$ 7.685	$ 7.762	$ 7.840
Bi-Weekly	573.45	579.19	584.98	590.83	596.74	602.71	608.73	614.82	620.97	627.18
Annual	$ 14,909.82	$ 15,058.92	$ 15,209.51	$ 15,361.60	$ 15,515.22	$ 15,670.37	$ 15,827.08	$ 15,985.35	$ 16,145.20	$ 16,306.65

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 7.918	$ 7.997	$ 8.077	$ 8.158	$ 8.240	$ 8.322	$ 8.405	$ 8.489	$ 8.574	$ 8.660
Bi-Weekly	633.45	639.79	646.18	652.64	659.17	665.76	672.42	679.14	685.94	692.80
Annual	$ 16,469.72	$ 16,634.42	$ 16,800.76	$ 16,968.77	$ 17,138.46	$ 17,309.84	$ 17,482.94	$ 17,657.77	$ 17,834.35	$ 18,012.69

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 8.747	$ 8.834	$ 8.922	$ 9.012	$ 9.102	$ 9.193	$ 9.285	$ 9.377	$ 9.471	$ 9.566
Bi-Weekly	699.72	706.72	713.79	720.93	728.14	735.42	742.77	750.20	757.70	765.28
Annual	$ 18,192.82	$ 18,374.74	$ 18,558.49	$ 18,744.08	$ 18,931.52	$ 19,120.83	$ 19,312.04	$ 19,505.16	$ 19,700.21	$ 19,897.22

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 9.662	$ 9.758	$ 9.856	$ 9.954	$ 10.054	$ 10.154	$ 10.256	$ 10.359	$ 10.462	$ 10.567
Bi-Weekly	772.93	780.66	788.47	796.35	804.31	812.36	820.48	828.69	836.97	845.34
Annual	$ 20,096.19	$ 20,297.15	$ 20,500.12	$ 20,705.12	$ 20,912.17	$ 21,121.30	$ 21,332.51	$ 21,545.83	$ 21,761.29	$ 21,978.90

105	1	2	3	4	5	6	7	8	9	10
Hourly	$ 7.522	$ 7.597	$ 7.657	$ 7.750	$ 7.827	$ 7.906	$ 7.985	$ 8.065	$ 8.145	$ 8.227
Bi-Weekly	601.75	607.77	612.56	619.99	626.19	632.45	638.77	645.16	651.61	658.13
Annual	$ 15,645.58	$ 15,802.03	$ 15,926.56	$ 16,119.65	$ 16,280.85	$ 16,443.66	$ 16,608.09	$ 16,774.17	$ 16,941.92	$ 17,111.34

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 8.309	$ 8.392	$ 8.476	$ 8.561	$ 8.646	$ 8.733	$ 8.820	$ 8.908	$ 8.997	$ 9.087
Bi-Weekly	664.71	671.36	678.07	684.85	691.70	698.62	705.60	712.66	719.79	726.98
Annual	$ 17,282.45	$ 17,455.27	$ 17,629.83	$ 17,806.12	$ 17,984.19	$ 18,164.03	$ 18,345.67	$ 18,529.12	$ 18,714.42	$ 18,901.56

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 9.178	$ 9.270	$ 9.363	$ 9.456	$ 9.551	$ 9.646	$ 9.743	$ 9.840	$ 9.939	$ 10.038
Bi-Weekly	734.25	741.60	749.01	756.50	764.07	771.71	779.42	787.22	795.09	803.04
Annual	$ 19,090.58	$ 19,281.48	$ 19,474.30	$ 19,669.04	$ 19,865.73	$ 20,064.39	$ 20,265.03	$ 20,467.68	$ 20,672.36	$ 20,879.08

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 10.138	$ 10.240	$ 10.342	$ 10.446	$ 10.550	$ 10.656	$ 10.762	$ 10.870	$ 10.978	$ 11.088
Bi-Weekly	811.07	819.18	827.37	835.65	844.00	852.44	860.97	869.58	878.27	887.06

Annual	$ 21,087.87	$ 21,298.75	$ 21,511.74	$ 21,726.86	$ 21,944.12	$ 22,163.57	$ 22,385.20	$ 22,609.05	$ 22,835.14	$ 23,063.49

107	1	2	3	4	5	6	7	8	9	10
Hourly	$ 8.302	$ 8.385	$ 8.469	$ 8.554	$ 8.604	$ 8.726	$ 8.813	$ 8.901	$ 8.990	$ 9.080
Bi-Weekly	664.18	670.82	677.53	684.30	688.32	698.06	705.04	712.09	719.21	726.40
Annual	$ 17,268.56	$ 17,441.25	$ 17,615.66	$ 17,791.82	$ 17,896.32	$ 18,149.43	$ 18,330.92	$ 18,514.23	$ 18,699.38	$ 18,886.37

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 9.171	$ 9.262	$ 9.355	$ 9.449	$ 9.543	$ 9.639	$ 9.735	$ 9.832	$ 9.931	$ 10.030
Bi-Weekly	733.66	741.00	748.41	755.89	763.45	771.09	778.80	786.59	794.45	802.40
Annual	$ 19,075.23	$ 19,265.99	$ 19,458.65	$ 19,653.23	$ 19,849.76	$ 20,048.26	$ 20,248.75	$ 20,451.23	$ 20,655.74	$ 20,862.30

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 10.130	$ 10.232	$ 10.334	$ 10.437	$ 10.542	$ 10.647	$ 10.753	$ 10.861	$ 10.970	$ 11.079
Bi-Weekly	810.42	818.52	826.71	834.98	843.33	851.76	860.28	868.88	877.57	886.34
Annual	$ 21,070.93	$ 21,281.63	$ 21,494.45	$ 21,709.40	$ 21,926.49	$ 22,145.75	$ 22,367.21	$ 22,590.88	$ 22,816.79	$ 23,044.96

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 11.190	$ 11.302	$ 11.415	$ 11.529	$ 11.644	$ 11.761	$ 11.879	$ 11.997	$ 12.117	$ 12.238
Bi-Weekly	895.21	904.16	913.20	922.33	931.56	940.87	950.28	959.78	969.38	979.08
Annual	$ 23,275.41	$ 23,508.16	$ 23,743.25	$ 23,980.68	$ 24,220.49	$ 24,462.69	$ 24,707.32	$ 24,954.39	$ 25,203.93	$ 25,455.97

112	1	2	3	4	5	6	7	8	9	10
Hourly	$ 10.591	$ 10.697	$ 10.778	$ 10.976	$ 11.021	$ 11.131	$ 11.243	$ 11.355	$ 11.469	$ 11.583
Bi-Weekly	847.28	855.75	862.24	878.08	881.68	890.50	899.41	908.40	917.48	926.66
Annual	$ 22,029.32	$ 22,249.61	$ 22,418.24	$ 22,830.08	$ 22,923.79	$ 23,153.03	$ 23,384.56	$ 23,618.41	$ 23,854.59	$ 24,093.14

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 11.699	$ 11.816	$ 11.934	$ 12.054	$ 12.174	$ 12.296	$ 12.419	$ 12.543	$ 12.668	$ 12.795
Bi-Weekly	935.93	945.29	954.74	964.29	973.93	983.67	993.50	1,003.44	1,013.47	1,023.61
Annual	$ 24,334.07	$ 24,577.41	$ 24,823.19	$ 25,071.42	$ 25,322.13	$ 25,575.35	$ 25,831.11	$ 26,089.42	$ 26,350.31	$ 26,613.81

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 12.923	$ 13.052	$ 13.183	$ 13.315	$ 13.448	$ 13.598	$ 13.718	$ 13.855	$ 13.994	$ 14.134
Bi-Weekly	1,033.84	1,044.18	1,054.62	1,065.17	1,075.82	1,087.84	1,097.45	1,108.42	1,119.51	1,130.70
Annual	$ 26,879.95	$ 27,148.75	$ 27,420.24	$ 27,694.44	$ 27,971.39	$ 28,283.84	$ 28,533.61	$ 28,818.95	$ 29,107.14	$ 29,398.21

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 14.275	$ 14.418	$ 14.562	$ 14.708	$ 14.867	$ 15.003	$ 15.153	$ 15.305	$ 15.458	$ 15.612
Bi-Weekly	1,142.01	1,153.43	1,164.96	1,176.61	1,189.36	1,200.26	1,212.26	1,224.39	1,236.63	1,249.00

Annual	$ 29,692.19	$ 29,989.11	$ 30,289.00	$ 30,591.89	$ 30,923.36	$ 31,206.79	$ 31,518.86	$ 31,834.05	$ 32,152.39	$ 32,473.91

113

	1	2	3	4	5	6	7	8	9	10
Hourly	$ 11.122	$ 11.233	$ 11.319	$ 11.459	$ 11.527	$ 11.689	$ 11.806	$ 11.924	$ 12.043	$ 12.162
Bi-Weekly	889.73	898.63	905.52	916.69	922.16	935.11	944.46	953.91	963.45	972.96
Annual	$ 23,132.95	$ 23,364.28	$ 23,543.52	$ 23,833.90	$ 23,976.16	$ 24,312.96	$ 24,556.09	$ 24,801.65	$ 25,049.67	$ 25,296.96

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 12.285	$ 12.408	$ 12.532	$ 12.657	$ 12.784	$ 12.912	$ 13.057	$ 13.171	$ 13.303	$ 13.436
Bi-Weekly	982.81	992.64	1,002.57	1,012.59	1,022.72	1,032.95	1,044.56	1,053.71	1,064.25	1,074.89
Annual	$ 25,553.16	$ 25,808.70	$ 26,066.78	$ 26,327.45	$ 26,590.73	$ 26,856.63	$ 27,158.56	$ 27,396.45	$ 27,670.42	$ 27,947.12

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 13.570	$ 13.706	$ 13.843	$ 13.982	$ 14.121	$ 14.284	$ 14.405	$ 14.549	$ 14.695	$ 14.842
Bi-Weekly	1,085.64	1,096.49	1,107.46	1,118.53	1,129.72	1,142.72	1,152.43	1,163.95	1,175.59	1,187.35
Annual	$ 28,226.59	$ 28,508.86	$ 28,793.95	$ 29,081.88	$ 29,372.70	$ 29,710.72	$ 29,963.09	$ 30,262.73	$ 30,565.35	$ 30,871.01

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 14.990	$ 15.140	$ 15.292	$ 15.444	$ 15.599	$ 15.755	$ 15.912	$ 16.072	$ 16.232	$ 16.395
Bi-Weekly	1,199.22	1,211.21	1,223.32	1,235.56	1,247.91	1,260.39	1,273.00	1,285.73	1,298.58	1,311.57
Annual	$ 31,179.72	$ 31,491.51	$ 31,806.43	$ 32,124.49	$ 32,445.74	$ 32,770.20	$ 33,097.90	$ 33,428.88	$ 33,763.17	$ 34,100.80

114

	1	2	3	4	5	6	7	8	9	10
Hourly	$ 11.673	$ 11.790	$ 11.908	$ 12.027	$ 12.100	$ 12.268	$ 12.391	$ 12.537	$ 12.640	$ 12.767
Bi-Weekly	933.84	943.18	952.61	962.14	968.00	981.48	991.29	1,002.96	1,011.22	1,021.33
Annual	$ 24,279.86	$ 24,522.65	$ 24,767.88	$ 25,015.56	$ 25,168.00	$ 25,518.37	$ 25,773.56	$ 26,076.96	$ 26,291.60	$ 26,554.52

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 12.894	$ 13.023	$ 13.153	$ 13.285	$ 13.473	$ 13.552	$ 13.712	$ 13.824	$ 13.963	$ 14.102
Bi-Weekly	1,031.54	1,041.86	1,052.27	1,062.80	1,077.84	1,084.16	1,096.96	1,105.95	1,117.01	1,128.18
Annual	$ 26,820.07	$ 27,088.27	$ 27,359.15	$ 27,632.74	$ 28,023.84	$ 28,188.16	$ 28,520.96	$ 28,754.74	$ 29,042.29	$ 29,332.71

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 14.243	$ 14.386	$ 14.530	$ 14.675	$ 14.822	$ 14.992	$ 15.120	$ 15.271	$ 15.423	$ 15.578
Bi-Weekly	1,139.46	1,150.86	1,162.37	1,173.99	1,185.73	1,199.36	1,209.56	1,221.66	1,233.88	1,246.21
Annual	$ 29,626.04	$ 29,922.30	$ 30,221.52	$ 30,523.74	$ 30,828.97	$ 31,183.36	$ 31,448.64	$ 31,763.12	$ 32,080.75	$ 32,401.56

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 15.733	$ 15.891	$ 16.050	$ 16.210	$ 16.396	$ 16.536	$ 16.701	$ 16.868	$ 17.037	$ 17.207
Bi-Weekly	1,258.68	1,271.26	1,283.98	1,296.82	1,311.68	1,322.88	1,336.11	1,349.47	1,362.97	1,376.60

Annual	$ 32,725.58	$ 33,052.83	$ 33,383.36	$ 33,717.19	$ 34,103.68	$ 34,394.91	$ 34,738.86	$ 35,086.25	$ 35,437.11	$ 35,791.48

115	1	2	3	4	5	6	7	8	9	10
Hourly	$ 12.256	$ 12.378	$ 12.485	$ 12.627	$ 12.703	$ 12.881	$ 13.010	$ 13.171	$ 13.271	$ 13.410
Bi-Weekly	980.45	990.25	998.80	1,010.16	1,016.24	1,030.46	1,040.77	1,053.68	1,061.69	1,072.80
Annual	$ 25,491.68	$ 25,746.60	$ 25,968.80	$ 26,264.11	$ 26,422.24	$ 26,792.02	$ 27,059.94	$ 27,395.68	$ 27,603.84	$ 27,892.80

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 13.538	$ 13.650	$ 13.889	$ 13.948	$ 14.088	$ 14.228	$ 14.371	$ 14.514	$ 14.660	$ 14.919
Bi-Weekly	1,083.03	1,092.00	1,111.12	1,115.84	1,127.00	1,138.27	1,149.65	1,161.15	1,172.76	1,193.52
Annual	$ 28,158.68	$ 28,392.00	$ 28,889.12	$ 29,011.91	$ 29,302.03	$ 29,595.05	$ 29,891.00	$ 30,189.91	$ 30,491.81	$ 31,031.52

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 14.954	$ 15.104	$ 15.255	$ 15.407	$ 15.561	$ 15.741	$ 15.874	$ 16.032	$ 16.193	$ 16.313
Bi-Weekly	1,196.33	1,208.30	1,220.38	1,232.58	1,244.91	1,259.28	1,269.93	1,282.56	1,295.46	1,305.04
Annual	$ 31,104.70	$ 31,415.75	$ 31,729.90	$ 32,047.20	$ 32,367.67	$ 32,741.28	$ 33,018.27	$ 33,346.56	$ 33,681.93	$ 33,931.04

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 16.519	$ 16.684	$ 16.906	$ 17.019	$ 17.218	$ 17.361	$ 17.535	$ 17.710	$ 17.887	$ 18.066
Bi-Weekly	1,321.50	1,334.71	1,352.48	1,361.54	1,377.44	1,388.91	1,402.80	1,416.82	1,430.99	1,445.30
Annual	$ 34,358.94	$ 34,702.53	$ 35,164.48	$ 35,400.05	$ 35,813.44	$ 36,111.59	$ 36,472.71	$ 36,837.43	$ 37,205.81	$ 37,577.87

116	1	2	3	4	5	6	7	8	9	10
Hourly	$ 12.869	$ 12.998	$ 13.109	$ 13.259	$ 13.338	$ 13.577	$ 13.661	$ 13.798	$ 13.936	$ 14.075
Bi-Weekly	1,029.56	1,039.85	1,048.72	1,060.75	1,067.04	1,086.16	1,092.89	1,103.82	1,114.86	1,126.01
Annual	$ 26,768.43	$ 27,036.12	$ 27,266.72	$ 27,579.54	$ 27,743.04	$ 28,240.16	$ 28,415.23	$ 28,699.38	$ 28,986.38	$ 29,276.24

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 14.216	$ 14.358	$ 14.502	$ 14.647	$ 14.793	$ 14.846	$ 15.090	$ 15.241	$ 15.394	$ 15.548
Bi-Weekly	1,137.27	1,148.64	1,160.13	1,171.73	1,183.45	1,187.68	1,207.23	1,219.31	1,231.50	1,243.81
Annual	$ 29,569.00	$ 29,864.69	$ 30,163.34	$ 30,464.97	$ 30,769.62	$ 30,879.68	$ 31,388.09	$ 31,701.97	$ 32,018.99	$ 32,339.18

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 15.668	$ 15.860	$ 16.019	$ 16.240	$ 16.341	$ 16.504	$ 16.669	$ 16.833	$ 17.004	$ 17.135
Bi-Weekly	1,253.44	1,268.82	1,281.50	1,299.20	1,307.26	1,320.33	1,333.54	1,346.64	1,360.34	1,370.80
Annual	$ 32,589.44	$ 32,989.20	$ 33,319.09	$ 33,779.20	$ 33,988.81	$ 34,328.69	$ 34,671.98	$ 35,012.64	$ 35,368.89	$ 35,640.80

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 17.346	$ 17.520	$ 17.695	$ 17.759	$ 18.050	$ 18.231	$ 18.413	$ 18.597	$ 18.783	$ 18.971
Bi-Weekly	1,387.68	1,401.56	1,415.58	1,420.72	1,444.03	1,458.47	1,473.06	1,487.79	1,502.66	1,517.69

Annual	$ 36,079.80	$ 36,440.60	$ 36,805.01	$ 36,938.72	$ 37,544.79	$ 37,920.24	$ 38,299.44	$ 38,682.43	$ 39,069.26	$ 39,459.95

117	1	2	3	4	5	6	7	8	9	10
Hourly	$ 13.514	$ 13.650	$ 13.786	$ 13.924	$ 14.003	$ 14.204	$ 14.346	$ 14.489	$ 14.634	$ 14.784
Bi-Weekly	1,081.16	1,091.97	1,102.89	1,113.92	1,120.24	1,136.31	1,147.67	1,159.15	1,170.74	1,182.72
Annual	$ 28,110.10	$ 28,391.20	$ 28,675.11	$ 28,961.86	$ 29,126.24	$ 29,544.00	$ 29,839.44	$ 30,137.83	$ 30,439.21	$ 30,750.72

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 14.928	$ 15.078	$ 15.228	$ 15.314	$ 15.535	$ 15.690	$ 15.847	$ 16.005	$ 16.165	$ 16.327
Bi-Weekly	1,194.27	1,206.21	1,218.28	1,225.12	1,242.76	1,255.19	1,267.74	1,280.42	1,293.22	1,306.16
Annual	$ 31,051.04	$ 31,361.55	$ 31,675.16	$ 31,853.12	$ 32,311.84	$ 32,634.95	$ 32,961.30	$ 33,290.92	$ 33,623.83	$ 33,960.06

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 16.448	$ 16.655	$ 16.822	$ 16.990	$ 17.160	$ 17.331	$ 17.505	$ 17.680	$ 17.857	$ 18.035
Bi-Weekly	1,315.84	1,332.41	1,345.73	1,359.19	1,372.78	1,386.51	1,400.38	1,414.38	1,428.52	1,442.81
Annual	$ 34,211.84	$ 34,642.66	$ 34,989.09	$ 35,338.98	$ 35,692.37	$ 36,049.29	$ 36,409.78	$ 36,773.88	$ 37,141.62	$ 37,513.04

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 18.215	$ 18.311	$ 18.582	$ 18.767	$ 18.955	$ 19.145	$ 19.336	$ 19.529	$ 19.725	$ 19.922
Bi-Weekly	1,457.24	1,464.88	1,486.53	1,501.39	1,516.41	1,531.57	1,546.89	1,562.36	1,577.98	1,593.76
Annual	$ 37,888.17	$ 38,086.88	$ 38,649.72	$ 39,036.22	$ 39,426.58	$ 39,820.85	$ 40,219.05	$ 40,621.24	$ 41,027.46	$ 41,437.73

118	1	2	3	4	5	6	7	8	9	10
Hourly	$ 14.191	$ 14.333	$ 14.476	$ 14.621	$ 14.711	$ 14.915	$ 15.064	$ 15.214	$ 15.367	$ 15.520
Bi-Weekly	1,135.26	1,146.61	1,158.08	1,169.66	1,176.88	1,193.17	1,205.10	1,217.15	1,229.32	1,241.61
Annual	$ 29,516.69	$ 29,811.85	$ 30,109.97	$ 30,411.07	$ 30,598.88	$ 31,022.33	$ 31,332.56	$ 31,645.88	$ 31,962.34	$ 32,281.97

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 15.675	$ 15.832	$ 15.990	$ 16.084	$ 16.312	$ 16.475	$ 16.640	$ 16.806	$ 16.974	$ 17.144
Bi-Weekly	1,254.03	1,266.57	1,279.24	1,286.72	1,304.95	1,318.00	1,331.18	1,344.49	1,357.94	1,371.51
Annual	$ 32,604.79	$ 32,930.83	$ 33,260.14	$ 33,454.72	$ 33,928.67	$ 34,267.96	$ 34,610.64	$ 34,956.74	$ 35,306.31	$ 35,659.37

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 17.315	$ 17.489	$ 17.663	$ 17.840	$ 18.018	$ 18.199	$ 18.381	$ 18.550	$ 18.750	$ 18.938
Bi-Weekly	1,385.23	1,399.08	1,413.07	1,427.20	1,441.48	1,455.89	1,470.45	1,484.00	1,500.01	1,515.01
Annual	$ 36,015.97	$ 36,376.13	$ 36,739.89	$ 37,107.29	$ 37,478.36	$ 37,853.14	$ 38,231.68	$ 38,584.00	$ 39,000.13	$ 39,390.13

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 19.226	$ 19.318	$ 19.511	$ 19.707	$ 19.904	$ 20.103	$ 20.304	$ 20.507	$ 20.712	$ 20.919
Bi-Weekly	1,538.08	1,545.46	1,560.91	1,576.52	1,592.29	1,608.21	1,624.29	1,640.53	1,656.94	1,673.51

Annual	$ 39,990.08	$ 40,181.88	$ 40,583.69	$ 40,989.53	$ 41,399.43	$ 41,813.42	$ 42,231.55	$ 42,653.87	$ 43,080.41	$ 43,511.21

119

	1	2	3	4	5	6	7	8	9	10
Hourly	$ 14.898	$ 15.047	$ 15.198	$ 15.350	$ 15.450	$ 15.658	$ 15.815	$ 15.973	$ 16.012	$ 16.292
Bi-Weekly	1,191.85	1,203.77	1,215.81	1,227.97	1,236.00	1,252.65	1,265.18	1,277.83	1,280.96	1,303.36
Annual	$ 30,988.19	$ 31,298.08	$ 31,611.06	$ 31,927.17	$ 32,136.00	$ 32,568.90	$ 32,894.59	$ 33,223.54	$ 33,304.96	$ 33,887.36

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 16.457	$ 16.621	$ 16.788	$ 16.956	$ 17.125	$ 17.296	$ 17.469	$ 17.644	$ 17.820	$ 17.999
Bi-Weekly	1,316.55	1,329.71	1,343.01	1,356.44	1,370.00	1,383.71	1,397.54	1,411.52	1,425.63	1,439.89
Annual	$ 34,230.24	$ 34,572.55	$ 34,918.27	$ 35,267.45	$ 35,620.13	$ 35,976.33	$ 36,336.09	$ 36,699.46	$ 37,066.45	$ 37,437.11

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 18.134	$ 18.360	$ 18.544	$ 18.729	$ 18.917	$ 19.106	$ 19.297	$ 19.490	$ 19.685	$ 19.882
Bi-Weekly	1,450.72	1,468.83	1,483.52	1,498.35	1,513.34	1,528.47	1,543.76	1,559.19	1,574.79	1,590.53
Annual	$ 37,718.72	$ 38,189.60	$ 38,571.50	$ 38,957.21	$ 39,346.78	$ 39,740.25	$ 40,137.65	$ 40,539.03	$ 40,944.42	$ 41,353.86

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 20.080	$ 20.194	$ 20.484	$ 20.689	$ 20.922	$ 21.105	$ 21.316	$ 21.529	$ 21.744	$ 21.962
Bi-Weekly	1,606.44	1,615.52	1,638.73	1,655.12	1,673.76	1,688.38	1,705.27	1,722.32	1,739.54	1,756.94
Annual	$ 41,767.40	$ 42,003.52	$ 42,606.93	$ 43,033.00	$ 43,517.76	$ 43,897.96	$ 44,336.94	$ 44,780.31	$ 45,228.11	$ 45,680.39

120

	1	2	3	4	5	6	7	8	9	10
Hourly	$ 15.647	$ 15.804	$ 15.962	$ 16.121	$ 16.283	$ 16.445	$ 16.610	$ 16.776	$ 16.944	$ 17.113
Bi-Weekly	1,251.78	1,264.30	1,276.94	1,289.71	1,302.61	1,315.63	1,328.79	1,342.08	1,355.50	1,369.05
Annual	$ 32,546.26	$ 32,871.72	$ 33,200.44	$ 33,532.44	$ 33,867.77	$ 34,206.45	$ 34,548.51	$ 34,894.00	$ 35,242.94	$ 35,595.36

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 17.284	$ 17.457	$ 17.632	$ 17.728	$ 17.986	$ 18.166	$ 18.348	$ 18.531	$ 18.716	$ 18.904
Bi-Weekly	1,382.74	1,396.57	1,410.54	1,418.24	1,438.89	1,453.28	1,467.81	1,482.49	1,497.31	1,512.29
Annual	$ 35,951.32	$ 36,310.83	$ 36,673.94	$ 36,874.24	$ 37,411.09	$ 37,785.20	$ 38,163.05	$ 38,544.68	$ 38,930.13	$ 39,319.43

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 19.093	$ 19.284	$ 19.476	$ 19.671	$ 19.868	$ 20.067	$ 20.267	$ 20.454	$ 20.675	$ 20.881
Bi-Weekly	1,527.41	1,542.68	1,558.11	1,573.69	1,589.43	1,605.32	1,621.37	1,636.32	1,653.96	1,670.50
Annual	$ 39,712.62	$ 40,109.75	$ 40,510.85	$ 40,915.95	$ 41,325.11	$ 41,738.36	$ 42,155.75	$ 42,544.32	$ 43,003.08	$ 43,433.11

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 21.090	$ 21.301	$ 21.514	$ 21.729	$ 21.946	$ 22.166	$ 22.388	$ 22.611	$ 22.838	$ 23.066
Bi-Weekly	1,687.21	1,704.08	1,721.12	1,738.33	1,755.72	1,773.27	1,791.01	1,808.92	1,827.01	1,845.28

Annual	$ 43,867.44	$ 44,306.11	$ 44,749.18	$ 45,196.67	$ 45,648.63	$ 46,105.12	$ 46,566.17	$ 47,031.83	$ 47,502.15	$ 47,977.17

121	1	2	3	4	5	6	7	8	9	10
Hourly	$ 16.428	$ 16.592	$ 16.758	$ 16.925	$ 17.095	$ 17.265	$ 17.438	$ 17.613	$ 17.789	$ 17.967
Bi-Weekly	1,314.20	1,327.34	1,340.62	1,354.02	1,367.56	1,381.24	1,395.05	1,409.00	1,423.09	1,437.32
Annual	$ 34,169.24	$ 34,510.94	$ 34,856.05	$ 35,204.61	$ 35,556.65	$ 35,912.22	$ 36,271.34	$ 36,634.05	$ 37,000.40	$ 37,370.40

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 18.146	$ 18.328	$ 18.511	$ 18.696	$ 18.883	$ 19.072	$ 19.263	$ 19.455	$ 19.642	$ 19.846
Bi-Weekly	1,451.70	1,466.21	1,480.88	1,495.68	1,510.64	1,525.75	1,541.00	1,556.41	1,571.36	1,587.70
Annual	$ 37,744.10	$ 38,121.54	$ 38,502.76	$ 38,887.79	$ 39,276.67	$ 39,669.43	$ 40,066.13	$ 40,466.79	$ 40,855.36	$ 41,280.17

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 20.045	$ 20.245	$ 20.448	$ 20.652	$ 20.859	$ 21.067	$ 21.278	$ 21.491	$ 21.706	$ 21.923
Bi-Weekly	1,603.58	1,619.61	1,635.81	1,652.17	1,668.69	1,685.37	1,702.23	1,719.25	1,736.44	1,753.81
Annual	$ 41,692.97	$ 42,109.90	$ 42,531.00	$ 42,956.31	$ 43,385.87	$ 43,819.73	$ 44,257.93	$ 44,700.51	$ 45,147.51	$ 45,598.99

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 22.142	$ 22.363	$ 22.587	$ 22.813	$ 23.041	$ 23.271	$ 23.504	$ 23.739	$ 23.976	$ 24.216
Bi-Weekly	1,771.35	1,789.06	1,806.95	1,825.02	1,843.27	1,861.70	1,880.32	1,899.12	1,918.11	1,937.29
Annual	$ 46,054.98	$ 46,515.53	$ 46,980.68	$ 47,450.49	$ 47,925.00	$ 48,404.25	$ 48,888.29	$ 49,377.17	$ 49,870.94	$ 50,369.65

122	1	2	3	4	5	6	7	8	9	10
Hourly	$ 17.249	$ 17.422	$ 17.596	$ 17.772	$ 17.950	$ 18.129	$ 18.311	$ 18.494	$ 18.679	$ 18.865
Bi-Weekly	1,379.95	1,393.75	1,407.69	1,421.77	1,435.99	1,450.34	1,464.85	1,479.50	1,494.29	1,509.23
Annual	$ 35,878.79	$ 36,237.58	$ 36,599.95	$ 36,965.95	$ 37,335.61	$ 37,708.97	$ 38,086.06	$ 38,466.92	$ 38,851.59	$ 39,240.10

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 19.054	$ 19.245	$ 19.437	$ 19.631	$ 19.828	$ 20.026	$ 20.257	$ 20.429	$ 20.633	$ 20.839
Bi-Weekly	1,524.33	1,539.57	1,554.97	1,570.52	1,586.22	1,602.08	1,620.56	1,634.28	1,650.63	1,667.13
Annual	$ 39,632.50	$ 40,028.83	$ 40,429.12	$ 40,833.41	$ 41,241.74	$ 41,654.16	$ 42,134.56	$ 42,491.41	$ 42,916.32	$ 43,345.49

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 21.048	$ 21.380	$ 21.471	$ 21.685	$ 21.902	$ 22.121	$ 22.342	$ 22.566	$ 22.791	$ 23.019
Bi-Weekly	1,683.81	1,710.40	1,717.65	1,734.83	1,752.17	1,769.70	1,787.39	1,805.27	1,823.32	1,841.55
Annual	$ 43,778.94	$ 44,470.40	$ 44,658.90	$ 45,105.49	$ 45,556.54	$ 46,012.11	$ 46,472.23	$ 46,936.95	$ 47,406.32	$ 47,880.38

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 23.250	$ 23.482	$ 23.717	$ 23.954	$ 24.194	$ 24.436	$ 24.680	$ 24.927	$ 25.176	$ 25.428
Bi-Weekly	1,859.97	1,878.57	1,897.35	1,916.33	1,935.49	1,954.85	1,974.39	1,994.14	2,014.08	2,034.22

Annual	$ 48,359.19	$ 48,842.78	$ 49,331.21	$ 49,824.52	$ 50,322.76	$ 50,825.99	$ 51,334.25	$ 51,847.59	$ 52,366.07	$ 52,889.73

123	1	2	3	4	5	6	7	8	9	10
Hourly	$ 18.113	$ 18.294	$ 18.477	$ 18.662	$ 18.848	$ 19.037	$ 19.227	$ 19.420	$ 19.614	$ 19.809
Bi-Weekly	1,449.03	1,463.52	1,478.16	1,492.94	1,507.87	1,522.95	1,538.18	1,553.56	1,569.10	1,584.72
Annual	$ 37,674.89	$ 38,051.64	$ 38,432.16	$ 38,816.48	$ 39,204.64	$ 39,596.69	$ 39,992.66	$ 40,392.58	$ 40,796.51	$ 41,202.72

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 20.008	$ 20.208	$ 20.410	$ 20.614	$ 20.820	$ 21.029	$ 21.239	$ 21.451	$ 21.661	$ 21.882
Bi-Weekly	1,600.64	1,616.64	1,632.81	1,649.14	1,665.63	1,682.28	1,699.11	1,716.10	1,732.88	1,750.59
Annual	$ 41,616.52	$ 42,032.68	$ 42,453.01	$ 42,877.54	$ 43,306.32	$ 43,739.38	$ 44,176.77	$ 44,618.54	$ 45,054.88	$ 45,515.37

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 22.101	$ 22.322	$ 22.545	$ 22.771	$ 22.999	$ 23.229	$ 23.461	$ 23.695	$ 23.932	$ 24.172
Bi-Weekly	1,768.10	1,785.78	1,803.64	1,821.67	1,839.89	1,858.29	1,876.87	1,895.64	1,914.60	1,933.74
Annual	$ 45,970.53	$ 46,430.23	$ 46,894.54	$ 47,363.48	$ 47,837.12	$ 48,315.49	$ 48,798.64	$ 49,286.63	$ 49,779.49	$ 50,277.29

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 24.387	$ 24.658	$ 24.904	$ 25.153	$ 25.405	$ 25.659	$ 25.915	$ 26.175	$ 26.436	$ 26.701
Bi-Weekly	1,950.96	1,972.61	1,992.34	2,012.26	2,032.38	2,052.71	2,073.23	2,093.97	2,114.91	2,136.05
Annual	$ 50,724.96	$ 51,287.86	$ 51,800.74	$ 52,318.75	$ 52,841.94	$ 53,370.36	$ 53,904.06	$ 54,443.10	$ 54,987.53	$ 55,537.41

124	1	2	3	4	5	6	7	8	9	10
Hourly	$ 19.018	$ 19.208	$ 19.362	$ 19.579	$ 19.790	$ 19.988	$ 20.188	$ 20.390	$ 20.594	$ 20.800
Bi-Weekly	1,521.44	1,536.66	1,548.96	1,566.32	1,583.22	1,599.05	1,615.04	1,631.19	1,647.51	1,663.98
Annual	$ 39,557.55	$ 39,953.13	$ 40,272.96	$ 40,724.32	$ 41,163.75	$ 41,575.39	$ 41,991.14	$ 42,411.05	$ 42,835.16	$ 43,263.51

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 21.008	$ 21.218	$ 21.430	$ 21.644	$ 21.861	$ 22.079	$ 22.300	$ 22.523	$ 22.748	$ 22.976
Bi-Weekly	1,680.62	1,697.43	1,714.40	1,731.55	1,748.86	1,766.35	1,784.01	1,801.85	1,819.87	1,838.07
Annual	$ 43,696.15	$ 44,133.11	$ 44,574.44	$ 45,020.19	$ 45,470.39	$ 45,925.09	$ 46,384.34	$ 46,848.19	$ 47,316.67	$ 47,789.84

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 23.206	$ 23.438	$ 23.672	$ 23.991	$ 24.148	$ 24.389	$ 24.633	$ 24.880	$ 25.128	$ 25.380
Bi-Weekly	1,856.45	1,875.02	1,893.77	1,919.28	1,931.83	1,951.15	1,970.66	1,990.37	2,010.27	2,030.37
Annual	$ 48,267.73	$ 48,750.41	$ 49,237.92	$ 49,901.28	$ 50,227.60	$ 50,729.87	$ 51,237.17	$ 51,749.54	$ 52,267.04	$ 52,789.71

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 25.633	$ 25.890	$ 26.149	$ 26.410	$ 26.674	$ 26.941	$ 27.210	$ 27.483	$ 27.757	$ 28.035
Bi-Weekly	2,050.68	2,071.18	2,091.90	2,112.81	2,133.94	2,155.28	2,176.84	2,198.60	2,220.59	2,242.80

Annual	$ 53,317.61	$ 53,850.78	$ 54,389.29	$ 54,933.18	$ 55,482.52	$ 56,037.34	$ 56,597.71	$ 57,163.69	$ 57,735.33	$ 58,312.68

	1	2	3	4	5	6	7	8	9	10
125 Hourly	$ 19.975	$ 20.175	$ 20.329	$ 20.580	$ 20.786	$ 20.994	$ 21.204	$ 21.453	$ 21.630	$ 21.838
Bi-Weekly	1,598.02	1,614.00	1,626.32	1,646.44	1,662.90	1,679.53	1,696.33	1,716.24	1,730.42	1,747.04
Annual	$ 41,548.42	$ 41,963.90	$ 42,284.32	$ 42,807.37	$ 43,235.45	$ 43,667.80	$ 44,104.48	$ 44,622.24	$ 44,990.98	$ 45,423.04

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 22.065	$ 22.233	$ 22.509	$ 22.734	$ 22.961	$ 23.191	$ 23.422	$ 23.657	$ 23.877	$ 24.132
Bi-Weekly	1,765.20	1,778.64	1,800.68	1,818.69	1,836.88	1,855.25	1,873.80	1,892.54	1,910.16	1,930.58
Annual	$ 45,895.30	$ 46,244.64	$ 46,817.80	$ 47,285.97	$ 47,758.83	$ 48,236.42	$ 48,718.79	$ 49,205.97	$ 49,664.16	$ 50,195.01

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 24.374	$ 24.617	$ 24.863	$ 25.112	$ 25.363	$ 25.617	$ 25.873	$ 26.132	$ 26.393	$ 26.766
Bi-Weekly	1,949.88	1,969.38	1,989.08	2,008.97	2,029.06	2,049.35	2,069.84	2,090.54	2,111.44	2,141.28
Annual	$ 50,696.96	$ 51,203.93	$ 51,715.97	$ 52,233.13	$ 52,755.46	$ 53,283.02	$ 53,815.85	$ 54,354.01	$ 54,897.55	$ 55,673.28

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 26.924	$ 27.193	$ 27.465	$ 27.739	$ 28.017	$ 28.297	$ 28.580	$ 28.866	$ 29.154	$ 29.446
Bi-Weekly	2,153.88	2,175.42	2,197.18	2,219.15	2,241.34	2,263.75	2,286.39	2,309.26	2,332.35	2,355.67
Annual	$ 56,000.99	$ 56,561.00	$ 57,126.61	$ 57,697.87	$ 58,274.85	$ 58,857.60	$ 59,446.18	$ 60,040.64	$ 60,641.04	$ 61,247.46

	1	2	3	4	5	6	7	8	9	10
128 Hourly	$ 23.117	$ 23.348	$ 23.582	$ 23.960	$ 24.056	$ 24.296	$ 24.539	$ 24.785	$ 25.033	$ 25.283
Bi-Weekly	1,849.37	1,867.86	1,886.54	1,916.80	1,924.46	1,943.71	1,963.14	1,982.78	2,002.60	2,022.63
Annual	$ 48,083.64	$ 48,564.47	$ 49,050.12	$ 49,836.80	$ 50,036.02	$ 50,536.38	$ 51,041.75	$ 51,552.17	$ 52,067.69	$ 52,588.36

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 25.536	$ 25.791	$ 26.049	$ 26.309	$ 26.573	$ 26.838	$ 27.107	$ 27.378	$ 27.651	$ 27.928
Bi-Weekly	2,042.86	2,063.28	2,083.92	2,104.76	2,125.80	2,147.06	2,168.53	2,190.22	2,212.12	2,234.24
Annual	$ 53,114.25	$ 53,645.39	$ 54,181.84	$ 54,723.66	$ 55,270.90	$ 55,823.61	$ 56,381.84	$ 56,945.66	$ 57,515.12	$ 58,090.27

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 28.207	$ 28.489	$ 28.774	$ 29.162	$ 29.353	$ 29.646	$ 29.943	$ 30.242	$ 30.544	$ 30.850
Bi-Weekly	2,256.58	2,279.15	2,301.94	2,332.96	2,348.21	2,371.69	2,395.41	2,419.36	2,443.56	2,467.99
Annual	$ 58,671.17	$ 59,257.88	$ 59,850.46	$ 60,656.96	$ 61,053.46	$ 61,663.99	$ 62,280.63	$ 62,903.44	$ 63,532.47	$ 64,167.80

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 31.158	$ 31.470	$ 31.785	$ 32.103	$ 32.424	$ 32.748	$ 33.075	$ 33.406	$ 33.740	$ 34.077
Bi-Weekly	2,492.67	2,517.60	2,542.77	2,568.20	2,593.88	2,619.82	2,646.02	2,672.48	2,699.21	2,726.20

Annual	$ 64,809.48	$ 65,457.57	$ 66,112.15	$ 66,773.27	$ 67,441.00	$ 68,115.41	$ 68,796.56	$ 69,484.53	$ 70,179.38	$ 70,881.17

	1	2	3	4	5	6	7	8	9	10
129 Hourly	$ 24.272	$ 24.515	$ 24.760	$ 25.007	$ 25.257	$ 25.510	$ 25.765	$ 26.023	$ 26.283	$ 26.546
Bi-Weekly	1,941.76	1,961.17	1,980.79	2,000.59	2,020.60	2,040.80	2,061.21	2,081.83	2,102.64	2,123.67
Annual	$ 50,485.65	$ 50,990.51	$ 51,500.42	$ 52,015.42	$ 52,535.57	$ 53,060.93	$ 53,591.54	$ 54,127.45	$ 54,668.73	$ 55,215.42

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 26.811	$ 27.079	$ 27.350	$ 27.624	$ 27.900	$ 28.179	$ 28.461	$ 28.745	$ 29.033	$ 29.323
Bi-Weekly	2,144.91	2,166.36	2,188.02	2,209.90	2,232.00	2,254.32	2,276.86	2,299.63	2,322.63	2,345.85
Annual	$ 55,767.57	$ 56,325.25	$ 56,888.50	$ 57,457.38	$ 58,031.96	$ 58,612.28	$ 59,198.40	$ 59,790.38	$ 60,388.29	$ 60,992.17

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 29.616	$ 29.913	$ 30.212	$ 30.514	$ 30.819	$ 31.127	$ 31.438	$ 31.753	$ 32.070	$ 32.391
Bi-Weekly	2,369.31	2,393.00	2,416.93	2,441.10	2,465.51	2,490.17	2,515.07	2,540.22	2,565.62	2,591.28
Annual	$ 61,602.09	$ 62,218.11	$ 62,840.29	$ 63,468.70	$ 64,103.38	$ 64,744.42	$ 65,391.86	$ 66,045.78	$ 66,706.24	$ 67,373.30

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 32.715	$ 33.042	$ 33.372	$ 33.706	$ 34.043	$ 34.384	$ 34.728	$ 35.075	$ 35.426	$ 35.780
Bi-Weekly	2,617.19	2,643.37	2,669.80	2,696.50	2,723.46	2,750.70	2,778.20	2,805.99	2,834.05	2,862.39
Annual	$ 68,047.03	$ 68,727.50	$ 69,414.78	$ 70,108.93	$ 70,810.02	$ 71,518.12	$ 72,233.30	$ 72,955.63	$ 73,685.19	$ 74,422.04

	1	2	3	4	5	6	7	8	9	10
131 Hourly	$ 26.758	$ 27.026	$ 27.296	$ 27.569	$ 27.845	$ 28.123	$ 28.405	$ 28.689	$ 28.976	$ 29.265
Bi-Weekly	2,140.68	2,162.08	2,183.70	2,205.54	2,227.60	2,249.87	2,272.37	2,295.09	2,318.04	2,341.23
Annual	$ 55,657.57	$ 56,214.14	$ 56,776.28	$ 57,344.05	$ 57,917.49	$ 58,496.66	$ 59,081.63	$ 59,672.44	$ 60,269.17	$ 60,871.86

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 29.558	$ 29.854	$ 30.152	$ 30.454	$ 30.758	$ 31.066	$ 31.376	$ 31.690	$ 32.007	$ 32.327
Bi-Weekly	2,364.64	2,388.28	2,412.17	2,436.29	2,460.65	2,485.26	2,510.11	2,535.21	2,560.56	2,586.17
Annual	$ 61,480.58	$ 62,095.38	$ 62,716.34	$ 63,343.50	$ 63,976.94	$ 64,616.71	$ 65,262.87	$ 65,915.50	$ 66,574.66	$ 67,240.40

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 32.650	$ 32.977	$ 33.307	$ 33.640	$ 33.976	$ 34.316	$ 34.659	$ 35.179	$ 35.356	$ 35.709
Bi-Weekly	2,612.03	2,638.15	2,664.53	2,691.18	2,718.09	2,745.27	2,772.72	2,814.34	2,828.46	2,856.74
Annual	$ 67,912.81	$ 68,591.94	$ 69,277.85	$ 69,970.63	$ 70,670.34	$ 71,377.04	$ 72,090.81	$ 73,172.32	$ 73,539.84	$ 74,275.24

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 36.121	$ 36.427	$ 36.791	$ 37.159	$ 37.531	$ 37.906	$ 38.285	$ 38.668	$ 39.055	$ 39.445
Bi-Weekly	2,889.68	2,914.16	2,943.30	2,972.73	3,002.46	3,032.49	3,062.81	3,093.44	3,124.37	3,155.62

Annual	$ 75,131.68	$ 75,768.17	$ 76,525.85	$ 77,291.11	$ 78,064.02	$ 78,844.66	$ 79,633.11	$ 80,429.44	$ 81,233.73	$ 82,046.07

132	1	2	3	4	5	6	7	8	9	10
Hourly	$ 28.101	$ 28.382	$ 28.665	$ 28.952	$ 29.242	$ 29.534	$ 29.829	$ 30.128	$ 30.429	$ 30.733
Bi-Weekly	2,248.04	2,270.52	2,293.23	2,316.16	2,339.32	2,362.72	2,386.34	2,410.21	2,434.31	2,458.65
Annual	$ 58,449.10	$ 59,033.59	$ 59,623.93	$ 60,220.17	$ 60,822.37	$ 61,430.59	$ 62,044.90	$ 62,665.35	$ 63,292.00	$ 63,924.92

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 31.040	$ 31.351	$ 31.664	$ 31.981	$ 32.301	$ 32.624	$ 32.950	$ 33.280	$ 33.612	$ 33.949
Bi-Weekly	2,483.24	2,508.07	2,533.15	2,558.48	2,584.07	2,609.91	2,636.01	2,662.37	2,688.99	2,715.88
Annual	$ 64,564.17	$ 65,209.81	$ 65,861.91	$ 66,520.53	$ 67,185.73	$ 67,857.59	$ 68,536.17	$ 69,221.53	$ 69,913.74	$ 70,612.88

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 34.208	$ 34.631	$ 34.977	$ 35.327	$ 35.680	$ 36.037	$ 36.397	$ 36.761	$ 37.129	$ 37.500
Bi-Weekly	2,736.64	2,770.47	2,798.17	2,826.16	2,854.42	2,882.96	2,911.79	2,940.91	2,970.32	3,000.02
Annual	$ 71,152.64	$ 72,032.20	$ 72,752.52	$ 73,480.05	$ 74,214.85	$ 74,957.00	$ 75,706.57	$ 76,463.63	$ 77,228.27	$ 78,000.55

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 37.875	$ 38.254	$ 38.637	$ 39.023	$ 39.413	$ 39.807	$ 40.205	$ 40.607	$ 41.013	$ 41.424
Bi-Weekly	3,030.02	3,060.32	3,090.92	3,121.83	3,153.05	3,184.58	3,216.43	3,248.59	3,281.08	3,313.89
Annual	$ 78,780.56	$ 79,568.36	$ 80,364.04	$ 81,167.69	$ 81,979.36	$ 82,799.16	$ 83,627.15	$ 84,463.42	$ 85,308.05	$ 86,161.13

133	1	2	3	4	5	6	7	8	9	10
Hourly	$ 29.505	$ 29.800	$ 30.098	$ 30.399	$ 30.703	$ 31.010	$ 31.320	$ 31.633	$ 31.950	$ 32.269
Bi-Weekly	2,360.40	2,384.01	2,407.85	2,431.93	2,456.24	2,480.81	2,505.62	2,530.67	2,555.98	2,581.54
Annual	$ 61,370.47	$ 61,984.18	$ 62,604.02	$ 63,230.06	$ 63,862.36	$ 64,500.98	$ 65,145.99	$ 65,797.45	$ 66,455.43	$ 67,119.98

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 32.592	$ 32.918	$ 33.247	$ 33.579	$ 33.915	$ 34.254	$ 34.597	$ 34.943	$ 35.292	$ 35.645
Bi-Weekly	2,607.35	2,633.43	2,659.76	2,686.36	2,713.22	2,740.35	2,767.76	2,795.44	2,823.39	2,851.62
Annual	$ 67,791.18	$ 68,469.09	$ 69,153.78	$ 69,845.32	$ 70,543.78	$ 71,249.21	$ 71,961.71	$ 72,681.32	$ 73,408.14	$ 74,142.22

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 36.113	$ 36.362	$ 36.725	$ 37.093	$ 37.464	$ 37.838	$ 38.217	$ 38.599	$ 38.985	$ 39.274
Bi-Weekly	2,889.00	2,908.94	2,938.03	2,967.41	2,997.09	3,027.06	3,057.33	3,087.90	3,118.78	3,141.92
Annual	$ 75,115.04	$ 75,632.48	$ 76,388.80	$ 77,152.69	$ 77,924.22	$ 78,703.46	$ 79,490.49	$ 80,285.40	$ 81,088.25	$ 81,689.92

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 39.768	$ 40.166	$ 40.568	$ 40.973	$ 41.383	$ 41.797	$ 42.215	$ 42.637	$ 43.063	$ 43.494
Bi-Weekly	3,181.47	3,213.28	3,245.41	3,277.87	3,310.65	3,343.75	3,377.19	3,410.96	3,445.07	3,479.52

Annual	$ 82,718.13	$ 83,545.31	$ 84,380.76	$ 85,224.57	$ 86,076.81	$ 86,937.58	$ 87,806.96	$ 88,685.03	$ 89,571.88	$ 90,467.60

	1	2	3	4	5	6	7	8	9	10
134 Hourly	$ 30.982	$ 31.292	$ 31.605	$ 31.921	$ 32.240	$ 32.563	$ 32.888	$ 33.217	$ 33.549	$ 33.885
Bi-Weekly	2,478.59	2,503.38	2,528.41	2,553.69	2,579.23	2,605.02	2,631.07	2,657.38	2,683.96	2,710.80
Annual	$ 64,443.32	$ 65,087.76	$ 65,738.64	$ 66,396.02	$ 67,059.98	$ 67,730.58	$ 68,407.89	$ 69,091.97	$ 69,782.89	$ 70,480.71

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 34.224	$ 34.566	$ 34.912	$ 35.261	$ 35.613	$ 35.970	$ 36.329	$ 36.693	$ 37.059	$ 37.430
Bi-Weekly	2,737.90	2,765.28	2,792.94	2,820.87	2,849.07	2,877.57	2,906.34	2,935.40	2,964.76	2,994.41
Annual	$ 71,185.52	$ 71,897.38	$ 72,616.35	$ 73,342.51	$ 74,075.94	$ 74,816.70	$ 75,564.87	$ 76,320.51	$ 77,083.72	$ 77,854.56

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 37.804	$ 38.182	$ 38.564	$ 38.950	$ 39.339	$ 39.733	$ 40.130	$ 40.531	$ 40.937	$ 41.346
Bi-Weekly	3,024.35	3,054.59	3,085.14	3,115.99	3,147.15	3,178.62	3,210.41	3,242.51	3,274.94	3,307.69
Annual	$ 78,633.10	$ 79,419.43	$ 80,213.63	$ 81,015.76	$ 81,825.92	$ 82,644.18	$ 83,470.62	$ 84,305.33	$ 85,148.38	$ 85,999.87

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 41.980	$ 42.177	$ 42.599	$ 43.025	$ 43.455	$ 43.890	$ 44.329	$ 44.772	$ 45.220	$ 45.672
Bi-Weekly	3,358.40	3,374.17	3,407.91	3,441.99	3,476.41	3,511.18	3,546.29	3,581.75	3,617.57	3,653.74
Annual	$ 87,318.40	$ 87,728.46	$ 88,605.75	$ 89,491.81	$ 90,386.72	$ 91,290.59	$ 92,203.50	$ 93,125.53	$ 94,056.79	$ 94,997.36

	1	2	3	4	5	6	7	8	9	10
135 Hourly	$ 32.533	$ 32.858	$ 33.186	$ 33.518	$ 33.853	$ 34.192	$ 34.534	$ 34.879	$ 35.228	$ 35.580
Bi-Weekly	2,602.60	2,628.63	2,654.91	2,681.46	2,708.28	2,735.36	2,762.71	2,790.34	2,818.25	2,846.43
Annual	$ 67,667.65	$ 68,344.33	$ 69,027.77	$ 69,718.05	$ 70,415.23	$ 71,119.39	$ 71,830.58	$ 72,548.88	$ 73,274.37	$ 74,007.12

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 35.936	$ 36.296	$ 36.658	$ 37.025	$ 37.395	$ 37.769	$ 38.147	$ 38.528	$ 38.914	$ 39.303
Bi-Weekly	2,874.89	2,903.64	2,932.68	2,962.00	2,991.62	3,021.54	3,051.76	3,082.27	3,113.10	3,144.23
Annual	$ 74,747.19	$ 75,494.66	$ 76,249.61	$ 77,012.10	$ 77,782.22	$ 78,560.05	$ 79,345.65	$ 80,139.10	$ 80,940.49	$ 81,749.90

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 39.597	$ 40.093	$ 40.494	$ 40.899	$ 41.308	$ 41.721	$ 42.138	$ 42.559	$ 42.985	$ 43.415
Bi-Weekly	3,167.76	3,207.43	3,239.50	3,271.90	3,304.61	3,337.66	3,371.04	3,404.75	3,438.79	3,473.18
Annual	$ 82,361.76	$ 83,393.07	$ 84,227.00	$ 85,069.27	$ 85,919.97	$ 86,779.17	$ 87,646.96	$ 88,523.43	$ 89,408.66	$ 90,302.75

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 43.849	$ 44.287	$ 44.872	$ 45.178	$ 45.629	$ 46.086	$ 46.547	$ 47.012	$ 47.482	$ 47.957
Bi-Weekly	3,507.91	3,542.99	3,589.76	3,614.21	3,650.35	3,686.85	3,723.72	3,760.96	3,798.57	3,836.55

Annual	$ 91,205.77	$ 92,117.83	$ 93,333.76	$ 93,969.40	$ 94,909.10	$ 95,858.19	$ 96,816.77	$ 97,784.94	$ 98,762.78	$ 99,750.41

	1	2	3	4	5	6	7	8	9	10
140 Hourly	$ 41.521	$ 41.937	$ 42.356	$ 42.780	$ 43.207	$ 43.639	$ 44.076	$ 44.517	$ 44.962	$ 45.411
Bi-Weekly	3,321.71	3,354.93	3,388.48	3,422.36	3,456.58	3,491.15	3,526.06	3,561.32	3,596.94	3,632.90
Annual	$ 86,364.44	$ 87,228.09	$ 88,100.37	$ 88,981.37	$ 89,871.18	$ 90,769.90	$ 91,677.60	$ 92,594.37	$ 93,520.31	$ 94,455.52

	11	12	13	14	15	16	17	18	19	20
Hourly	$ 45.865	$ 46.324	$ 46.787	$ 47.255	$ 47.728	$ 48.205	$ 48.687	$ 49.174	$ 49.666	$ 50.162
Bi-Weekly	3,669.23	3,705.93	3,742.99	3,780.42	3,818.22	3,856.40	3,894.97	3,933.92	3,973.25	4,012.99
Annual	$ 95,400.07	$ 96,354.07	$ 97,317.61	$ 98,290.79	$ 99,273.70	$ 100,266.44	$ 101,269.10	$ 102,281.79	$ 103,304.61	$ 104,337.66

	21	22	23	24	25	26	27	28	29	30
Hourly	$ 50.664	$ 51.171	$ 51.682	$ 52.199	$ 52.721	$ 53.248	$ 53.781	$ 54.319	$ 54.862	$ 55.410
Bi-Weekly	4,053.12	4,093.65	4,134.58	4,175.93	4,217.69	4,259.87	4,302.46	4,345.49	4,388.94	4,432.83
Annual	$ 105,381.03	$ 106,434.84	$ 107,499.19	$ 108,574.18	$ 109,659.92	$ 110,756.52	$ 111,864.09	$ 112,982.73	$ 114,112.56	$ 115,253.68

	31	32	33	34	35	36	37	38	39	40
Hourly	$ 55.965	$ 56.524	$ 57.089	$ 57.660	$ 58.237	$ 58.819	$ 59.407	$ 60.002	$ 60.602	$ 61.208
Bi-Weekly	4,477.16	4,521.93	4,567.15	4,612.82	4,658.95	4,705.54	4,752.60	4,800.12	4,848.13	4,896.61
Annual	$ 116,406.22	$ 117,570.28	$ 118,745.98	$ 119,933.44	$ 121,132.78	$ 122,344.11	$ 123,567.55	$ 124,803.22	$ 126,051.26	$ 127,311.77

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	8
Department:	City Manager		
Prepared By:	Pete Stasiak	**Account Code:**	02-5866101
Date Prepared:	July 14, 2014	**Budgeted Amount:**	$23,134
		Exhibits:	1

Subject

Consider, and act upon, a Resolution authorizing the creation and the FY 2014-2015 funding of the Full Time position of Recycling Service Worker.

Recommendation

Motion to approve a Resolution to authorize the creation and the funding of the Full Time Position of Recycling Service Worker.

Discussion

Recycling Center currently is owned and operated by the city, although staffing has been contracted to the Kibois Community Action Foundation. The Center's main function is to prepare and sort materials or products for recycling and ultimate serve our citizens. Due to the increased workload and responsibilities of the Recycling Center, the addition of this full time Recycling Service Worker position to the location would significantly enhance the ability of the Recycling Center to perform its functions and better serve our citizens. The Recycling Service Worker is another step in the City's effort to better maintain the Recycling Center. It will be funded on a 113 level of our non-uniform pay plan from MPWA Refuse/Recycling collection department, but will answer directly to the City Manager.

See Attached Resolution and Job description.

Approved By

		Initial	*Date*
Department Head		P.Stasiak	7/14/2014
City Manager	P. Stasiak	PJS	7/14/2014

Resolution No. _____

Resolution to authorize the creation and FY 2014-2015 funding of the Full Time Position of Recycling Service Worker.

Whereas, the Recycling Center currently is owned and operated by the city, although staffing has been contracted to the Kibois Community Action Foundation. Its main function is to prepare and sort materials or products for recycling and ultimate serve our citizens. Due to the increased workload and responsibilities of the Recycling Center, the addition of this full time Recycling Service Worker position to the location would significantly enhance the ability of the Recycling Center to perform its functions and better serve our citizens.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of McAlester, that:

*The creation of a Full Time Recycling Service Worker position is hereby approved with the funding for the position to come from the MPWA (02-866).
*The Chief Financial Officer is hereby instructed to prepare a budget amendment to fund this position through the balance of FY2014-2015.

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: RECYCLING SERVICE WORKER

DUTIES

GENRAL DESCRIPTION

The essential function of the position within the organization is to prepare and sort materials or products for recycling and to identify and remove hazardous substances. This is a self-motivated position and will be responsible for the Recycling Center and work with the Kibois coach.

PRIMARY DUTIES: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

- The ability to collect and sort materials, such as aluminum cans, glass, cardboard, paper or plastics, into appropriate containers for recycling.
- Clean recycling yard by sweeping, raking, picking up broken glass and loose paper debris, or moving barrels and bins.
- Record logs of recycled materials.
- Responsible for scheduling pickup trailers to collect recycling items.
- Other duties as assigned.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *"Education Requirements" refers to job specific training and education required for entry into the position.*

Requires High School diploma and/or GED

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.

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.*

None.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *"Physical Demands" refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium work involving lifting, standing or walking all of the time, exerting 20 to 50 pounds of force on a regular basis, and considerable dexterity and skill 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.

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	9
Department:	Finance		
Prepared By:	Sheila Norman/Toni Ervin	**Account Code:**	
Date Prepared:	July 14, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider, and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.

Recommendation

Motion to declare certain vehicles and equipment surplus and authorize the disposal of them.

Discussion

The City of McAlester currently has several vehicles and pieces of equipment that are deemed no longer in service either due to repair cost being more than the items are worth or worn out and not useful or safe to operate.

See attached list for all vehicles and equipment requested to be declared surplus and disposed of:

Approved By

		Initial	*Date*
Department Head		TE	July 14, 2014
City Manager	P. Stasiak	PJS	July 14, 2014

SURPLUS LIST FOR COUNCIL 7-14-2014

2000 FORD CROWN VIC VIN# 2FAFP71W8YX206784

2000 CROWN VIC VIN# 2FAFP71W3YX206773

2002 CROWN VIC VIN#2FAFP71W03X107272

1999 TAURUS VIN#1FAFP5247XG192317

2002 CROWN VIC VIN#2FAFP71W23X107273

2002 CROWN VIC VIN#2FAFP71W43X107274

1997 FORD F-350 7.3 DIESEL, UTILITY BOX. VIN#1FDLF47F2VEB26427

1993 CHEVY ¾ TON PICKUP VIN#1GCGC24FXPE251217

1997 FORD TAURUS VIN# 1FALP52UOVG184267

2000 FORD E 350 AMBULANCE. VIN# 1FDSS34F31HB77613

1997 DODGE VAN VIN#2B4GP4436VR269359

CASE SKID MODEL 1845C. VIN#JAF0079869

ALLIS CHAMBER TRACTOR MODEL 7060 SERIAL#376300

1994 CHEVY 3/4 TON. VIN# 1GCGK29F7RE307435

1997 INTERNATIONAL 4700 DUMP TRUCK VIN#1HTSCAAN6

1990 INTERNATIONAL MODEL 9400 6X4

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	10
Department:	Airport/Public Works		
Prepared By:	John C. Modzelewski, P.E.	**Account Code:**	
Date Prepared:	July 15, 2014	**Budgeted Amount:**	
		Exhibits:	6

Subject

Consider, and act upon, authorizing the Mayor to sign Supplemental Agreement Number 1 to construction contract. "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions".

Recommendation

The recommendation is to authorize the Mayor to sign Supplemental Agreement Number 1 to construction contract: "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions". This contract is for the construction of improvements for runway safety at the McAlester Regional Airport.

Discussion

Approving this Supplemental Agreement Number 1 reduces the scope of the project by removing the infield grading and the east side work, and adding in a swale on the east side to alleviate the chance of standing water. This Agreement brings the construction cost amount to $1,359,165.40, which is below the available FAA funding for the project.

Approved By

		Initial	*Date*
Department Head		JCM	07/15/14
City Manager	P. Stasiak	PJS	07/15/14

SOLICITATION FOR BIDS

Notice is hereby given that the City of McAlester will receive sealed bids, at the office of the City Clerk, Municipal Building, 28 East Washington, McAlester, Oklahoma 74501, until 1:30 P.M. on Wednesday the 16th day of April 2014, said bids will be opened at that time for:

Improve Runway 2-20 Safety Areas;
Remove Runway 2-20 Approach Surface Obstructions
AIP Project 3-40-0057-010-2011
McAlester Regional Airport

Bids shall be made in accordance with the Solicitation for Bids, Information for Bidders, Plans, Specifications and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk in the Municipal Building, McAlester, Oklahoma and are made a part of this notice as though fully set forth herein. **Plans and specifications may be purchased for $150.00 from LBR Inc., 1802 Wright Drive, Stillwater, Oklahoma 74075, Telephone 405/377-8276. Payment shall be by cash or check made payable to LBR Inc.** Bids filed with the City Clerk shall be publicly opened and considered by the City at the time stated above. All bids shall remain on file at least forty-eight (48) hours thereafter before a contract shall be made and entered into thereon.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

This project is being funded, in part, by the Federal Aviation Administration and is under and subject to Executive Order 11246 (September 24, 1965, and amendments) and to the Equal Opportunity Clause and Wage Rates set by the U. S. Department of Labor contained in the specifications and are available for examination in the office of the City Clerk, and the Bidder must supply all the information required by the bid or proposal form.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, as amended. Details of such requirement are contained in the Specifications.

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 10.02 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful bidder (proposer) will be required to submit the following information concerning the DBE's: (i) The names and addresses of DBE firms that will participate in the contract; (ii) A description of the work that each DBE will perform; (iii) The dollar amount of the participation of each DBE firm participating; (iv) Written documentation of the bidder / offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; (v) Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and (vi) If the contract goal is not met, evidence of good faith efforts.

The regulations and orders of the Secretary of Labor, OFCCP and FAR 152.61 require that the sponsor or his contractor(s) include, in invitations for bids or negotiations for contracts over $10,000, the following notices:

(1) The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The bidder's (proposer's) attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications.

(2) The Bidder (Proposer) must supply all the information required by the bid or proposal form.

(3) The successful bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the subcontract exceeds $10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.

(4) Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of $50,000 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of $50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the contract.

A cashier's check, a certified check, a surety bond or an irrevocable letter of credit in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders.

The City of McAlester reserves the right to reject any and all bids and to waive any or all bids and to waive any and all informalities.

Upon receipt of an acceptable bid, the contract will be awarded within one hundred twenty (120) days after opening of bids and the written contract executed within ten (10) days thereafter.

There will be a pre-bid conference concerning this project at 10:30 A.M., Tuesday, April 8, 2014, in the Terminal Building, McAlester Regional Airport, McAlester, Oklahoma.

Attendance at the Pre-Bid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative attending the Pre-Bid Conference. No plans, specifications or bid documents will be issued after the Pre-Bid Conference. All bidders must visit and inspect the construction site and be familiar with the physical characteristics and conditions at the construction site.

CITY OF McALESTER

PRE-BID CONFERENCE ATTENDANCE LIST

LBR Inc. Airport Consultants
1802 West Wright Drive Stillwater, Oklahoma 74075
Tel 405-377-8276 Fax 405-377-3297 WWW.LBROK.COM

McAlester Regional Airport, Terminal Building, McAlester, Oklahoma **10:30 A.M., Tuesday, April 8, 2014**

AIP #3-40-0057-010-2011 - Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Your Name (Please Print)	Representing (Company)	Mailing / Street / E-Mail Address	Phone Number	Fax Number
1 ROGER KEY	TTK CONSTCo	Address: P.O. Box 3681 EDMOND Email: rkeye TTKconstruction.com	405-340-3048	
2 Carlos Wood	Libra Electric	Address: 4634 Enterprise Dr Email: Carlos@libraelectric.net	(405) 949-937 949-9371	(405) 949-9373
3 Gaylon + Melody Hammett	Hammett Excavation, Inc.	Address: 1545 CR 2917 Dodd City, TX 75438 Email: gaylon@hammett-excavation.com	903-271-3906	903-623-3041
4 Timmy Don Adams	city of McAlester	Address: Email: timmy.adams@cityofmcalester.com	918-421-1010	918 420 5987
5 Del Collins	Collins Const	Address: 13191 S.E 1060 Dr Talihina, OK 74571 Email: del@Collins Const.Com	918-522-4855	522-4267.

PRE-BID CONFERENCE ATTENDANCE LIST

LBR Inc. Airport Consultants
1802 West Wright Drive Stillwater, Oklahoma 74075
Tel 405-377-8276 Fax 405-377-3297 WWW.LBROK.COM

McAlester Regional Airport, Terminal Building, McAlester, Oklahoma **10:30 A.M., Tuesday, April 8, 2014**

AIP #3-40-0057-010-2011 - Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Your Name (Please Print)	Representing (Company)	Mailing / Street / E-Mail Address	Phone Number	Fax Number
6 G. Butch Mayller	Airport Mgr	Address: 104 Airport Rd Email:	918-429 9400	
7 David Taylor	Dondlinger	Address: 2656 Sheridan Wichita KS Email: dtgnder@gmail ~~Elmore, OR~~ ~~5720 N. I-35 Industrial~~	316-213-1436	
8 Lynn Morris	Continental Construction	Address: ~~[illegible]~~ Elmore, OR 5720 N. I-35 Industrial Email: bilRoom@mlyamd.com	405 286-5588	405-286-5589
9 Mike Purkey	Glover & Assoc	Address: Email: Jobcost G4.net	918-616-1590	
10 CHRIS CARTER	BRONZE OAK LLC	Address: 8218 E. 121ST BIXBY OK 74008 Email: BPAGE@BRONZEOAKGC.COM	918-364-5505	918-364-5506

PRE-BID CONFERENCE ATTENDANCE LIST

LBR Inc. Airport Consultants
1802 West Wright Drive Stillwater, Oklahoma 74075
Tel 405-377-8276 Fax 405-377-3297 WWW.LBROK.COM

McAlester Regional Airport, Terminal Building, McAlester, Oklahoma **10:30 A.M., Tuesday, April 8, 2014**

AIP #3-40-0057-010-2011 - Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Your Name (Please Print)	Representing (Company)	Mailing / Street / E-Mail Address	Phone Number	Fax Number
11 John C. Modzelewski	City of McAlester	Address: 28 E. Washington Avenue McAlester, OK 74501 Email: john.modzelewski@city-mcalester.com	918-423-9300 Ext 4992	918-421-4943
12		Address: Email:		
13		Address: Email:		
14		Address: Email:		
15		Address: Email:		

LBR Inc. Airport Consultants

June 27, 2014

John Modzelewski, P.E., CFM
City Engineer / Public Works Director
City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74501

Mr. Modzelewski;

Bids to "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions" at the McAlester Regional Airport were received at 1:30 PM on Wednesday, April 16, 2014.

There were four bidders presenting proposals. The staff at LBR Inc. has reviewed the bids along with City and FAA staff. The bid from Bronze Oak, LLC for the Base Bid of $1,641,127.45, Alternate #1 (MALS Reconstruction and Access Roads) at $169,191.00, Alternate #2 (Rock Excavation with No Blasting) for $296,940.00, and Alternate #3 (Rock Excavation with Blasting) for $420,564.00 for a total bid in the amount of $2,107,986.65 (selecting the Base Bid and Alternates #1 and #2), was the lowest bid received.

The construction budget for the project consists of $1,491,580.20. After analysis of the bid by LBR, City and FAA staff, LBR suggests reducing the overall scope of the project, as described in the attached Supplemental Agreement, to bring the total cost of the project to within the budgeted amount. To accomplish this, LBR recommends that the Base Bid and Alternates #1 and #2 be awarded to Bronze Oak, LLC in the amount of $1,359,165.40, contingent upon successful execution of Supplemental Agreement #1.

Please request the City Council to authorize the Mayor and City Attorney to sign all required documents. All referenced documents will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this important project for the City of McAlester, and the McAlester Regional Airport.

Respectfully Submitted,

Jed Banks, P.E., President

Encl: Bid Tab
Supplemental Agreement #1

LBR Inc. * 1802 West Wright Drive * Stillwater, Oklahoma 74075 * Phone 405-377-8276 * Fax 405-377-3297

BID TABULATION

Bids Were Opened at the Office of the City Clerk, Municipal Building, 28 East Washington, McAlester, Oklahoma 74501, at 1:30 P.M. on April 16th, 2014

Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

McAlester Regional Airport, McAlester, Oklahoma

				Hammott Excavation, Inc.		Glover and Associates		Bronze Oak, LLC	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	BASE BID								
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$222,000.00	$222,000.00	$70,000.00	$70,000.00	$198,000.00	$198,000.00
2	Traffic Maintenance	1	LS	20,000.00	20,000.00	85,000.00	85,000.00	64,000.00	64,000.00
3	Clearing and Grubbing	10	Acre	2,000.00	20,000.00	5,000.00	50,000.00	1,666.00	16,660.00
4	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste On Airport Property	35,200	CY	3.13	111,132.00	7.25	255,280.00	4.85	171,108.00
5	Unclassified Excavation: Normal Excavation To Required Grades, Stockpile or Waste On Airport Property	66,100	CY	5.50	364,550.00	5.50	364,550.00	5.50	364,550.00
6	Borrow Excavation	9,200	CY	5.50	50,600.00	12.50	115,000.00	5.85	53,820.00
7	Embankment in Place: Normal Embankment to Required Grades	42,000	CY	5.50	231,475.00	7.25	305,132.50	4.30	180,278.00
8	Embankment in Place: Replace Topsoil, 6" Thick	35,200	CY	4.50	158,700.00	6.50	228,800.00	3.45	121,716.00
9	Surveying (Cross Sectioning for Engineering Use Only)	120	Hrs	916.67	110,000.40	85.00	10,200.00	111.00	13,320.00
10	Remove and Waste Existing 18" RCP, Storm Sewer	980	LF	39.29	38,504.20	18.00	17,640.00	9.90	9,702.00
11	Remove and Waste Existing Field Inlet	1	Each	1,500.00	1,500.00	2,500.00	2,500.00	620.00	620.00
12	Adjust Existing Field Inlet to Grade	1	Each	4,500.00	4,500.00	2,500.00	2,500.00	444.00	444.00
13	Remove and Waste Existing 6' Wide Concrete Flume	60	SY	125.00	7,500.00	60.00	3,600.00	30.00	1,800.00
14	Relocation of Existing 8' Deer Fence - Using Existing Materials	340	LF	65.00	22,100.00	30.00	10,200.00	18.30	6,388.00
15	Construct New 8' Deer Fence - Furnish All New Materials	950	LF	65.00	59,150.00	30.00	28,500.00	18.30	16,653.00
16	Furnish and Install New 8' Tall Deer Fence Gate - 12 Feet Wide	1	Each	8,000.00	8,000.00	2,000.00	2,000.00	555.00	555.00
17	Provide and Install Type IV Grouted Riprap, In Place	1,100	SY	39.53	43,505.00	35.00	38,500.00	26.25	28,875.00
18	Remove, Store, and Reinstall Existing Light Fixtures on New PCC Pads at Finished Grade	107	Each	798.00	85,386.00	800.00	85,600.00	780.00	75,970.00
19	Remove, Store, and Reinstall Existing Guidance Sign Elements on All New PCC Pads at Finished Grade	3	Each	2,724.00	8,172.00	2,500.00	7,500.00	1,990.00	5,970.00
20	Adjust Duct Marker to Finished Grade	6	Each	121.33	727.98	110.00	660.00	147.00	882.00
21	Adjust Airfield Lighting Vault to Finished Grade	9	Each	690.43	6,211.87	700.00	6,300.00	944.00	8,496.00
22	Adjust Airfield Lighting Pull Box to Finished Grade	13	Each	675.00	8,100.00	700.00	8,400.00	584.00	6,992.00
23	Seeding - Temporary or Permanent (Including Fertilizer and Watering)	56	Acre	3,428.99	190,262.44	2,500.00	139,000.00	1,830.00	101,548.00
24	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	73,755	SY	2.91	216,102.15	2.30	169,636.50	2.63	193,975.65
25	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	LS	5000.00	5000.00	2500.00	2500.00	555.00	555.00
	Total Base Bid				$1,997,653.54		$2,015,539.00		$1,641,127.65
	Alternate #1- MALS Reconstruction and Access Roads								
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$45,000.00	$45,000.00	$26,000.00	$26,000.00	$21,200.00	$21,200.00
2	ODOT-303 Aggregate Base Type A 6" Thick for Access Road and Walkway	340	CY	90.00	$30,600.00	60.00	$20,400.00	40.00	13,600.00
3	ODOT-310 Subgrade, Method B	1,020	SY	3.92	$3,998.40	22.00	$22,440.00	13.00	13,260.00
4	ODOT-325 Separator Fabric for Access Road	1,150	SY	2.09	$2,403.50	5.00	$5,750.00	2.00	2,300.00
5	ODOT-408 Prime Coat (Cutd @ 0.25 gal. per SY)	110	Gal	50.00	$5,500.00	10.00	$1,100.00	14.80	1,628.00
6	ODOT-411 Asphalt Concrete, Type S1 (PG 64-22 OK) - Access Road - 2" Thick	80	TN	343.75	$27,500.00	150.00	$12,000.00	236.00	18,880.00
7	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	840	SY	12.50	$10,500.00	2.50	$2,100.00	2.50	2,100.00
8	Construct 8" X 36" Trench with Backfill for 2" PVC Conduit	1,500	LF	8.07	$12,105.00	8.00	$12,000.00	4.60	6,900.00
9	Construct 18" X 36" Trench with Backfill for 2" PVC Conduit	800	LF	17.50	$14,000.00	15.00	$12,000.00	0.65	520.00
10	Furnish and Install Cable I/C No. 2, 600V Type THWN XLP	4,375	LF	6.23	$26,010.75	6.00	$25,050.00	3.00	12,525.00
11	Furnish and Install Cable I/C No. 4, 600V Type THWN XLP	2,300	LF	4.35	$10,005.00	5.00	$11,500.00	2.25	5,175.00
12	Furnish and Install Cable No. 1/0 Bare Copper Wire with Ground Rods	1,500	LF	8.60	$12,000.00	8.00	$12,000.00	4.20	6,300.00
13	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	1,500	LF	5.33	$7,995.00	4.00	$6,000.00	2.20	3,300.00
14	Furnish and Install Electrical Handhole TxD, Type A	3	Each	10,300.00	$30,900.00	8,000.00	$24,000.00	6,300.00	18,900.00
15	Remove and Store the Above-Grade Elements of Existing MALS Light Bar Fixtures (Approximately 15)	1	LS	10,500.00	$10,500.00	8,500.00	8,500.00	131.00	131.00
16	Construct MALS Light Bar at Sta. 98+00 (Existing Fixtures to be Re-Used on New LIR Mounting Height = 6'-00")	1	LS	12,500.00	$12,500.00	9,500.00	9,500.00	7,500.00	7,500.00
17	Construct MALS Light Bar at Sta. 95+75 (Existing Fixtures to be Re-Used on New LIR MG-20)	1	LS	17,500.00	$17,500.00	15,000.00	15,000.00	11,500.00	11,500.00
18	Construct MALS Light Bar at Sta. 93+75 (Existing Fixtures to be Re-Used on New LIR MG-40)	1	LS	13,000.00	$13,000.00	35,000.00	35,000.00	21,000.00	21,000.00
	Total Alternate #1				$297,017.15		$260,340.00		$169,919.00
	Alternate #2- Rock Excavation with NO Blasting								
1	Rock Excavation	12,120	CY		$649,995.60	$25.00	$303,000.00	$24.50	$296,940.00
	Total Alternate #2				$649,995.60		$303,000.00		$296,940.00
	Alternate #3- Rock Excavation with Blasting Permitted								
1	Rock Excavation	12,120	CY		$514,978.80	$25.00	$303,000.00	$34.70	$420,564.00
	Total Alternate #3				$514,978.80		$303,000.00		$420,564.00
	Total Bid With Base Bid, Alternate 1, and Either Alternate 2 or 3				$2,804,654.49		$2,578,879.00		$2,107,986.65

Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Bids Were Opened at the Office of the City Clerk, Municipal Building, 28 East Washington, McAlester, Oklahoma 74501, at 1:30 P.M. on April 16th, 2014

McAlester Regional Airport, McAlester, Oklahoma

McAlester, Oklahoma

Item	Description	Quantity	Unit	Continental Construction Corp. Unit Price	Continental Construction Corp. Amount	Engineer's Estimate Unit Price	Engineer's Estimate Amount
	BASE BID						
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$140,000.00	$140,000.00	$150,000.00	$150,000.00
2	Traffic Maintenance	1	LS	60,000.00	60,000.00	40,000.00	40,000.00
3	Clearing and Grubbing	10	Acre	7,600.00	76,000.00	4,000.00	40,000.00
4	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste On Airport Property	35,280	CY	4.80	169,344.00	5.00	176,400.00
5	Unclassified Excavation: Normal Excavation To Required Grades, Stockpile or Waste On Airport Property	66,300	CY	8.00	530,400.00	6.00	397,800.00
6	Borrow Excavation	9,200	CY	10.80	99,360.00	7.00	64,400.00
7	Embankment in Place: Normal Embankment to Required Grades	42,090	CY	3.60	151,524.00	6.00	252,540.00
8	Embankment in Place: Replace Topsoil, 6" Thick	35,280	CY	4.80	169,344.00	6.00	211,680.00
9	Surveying (Cross Sectioning for Engineering Use Only)	120	Hrs	150.00	18,000.00	175.00	21,000.00
10	Remove and Waste Existing 18" RCP, Storm Sewer	980	LF	20.00	19,600.00	25.00	24,500.00
11	Remove and Waste Existing Field Inlet	3	Each	400.00	1,200.00	2,500.00	7,500.00
12	Adjust Existing Field Inlet to Grade	1	Each	800.00	800.00	5,000.00	5,000.00
13	Remove and Waste Existing 6' Wide Concrete Flume	60	SY	16.00	960.00	25.00	1,500.00
14	Relocation of Existing 8' Deer Fence - Using Existing Materials	360	LF	30.00	10,800.00	20.00	7,200.00
15	Construct New 8' Deer Fence - Furnish All New Materials	910	LF	21.00	19,110.00	30.00	27,300.00
16	Furnish and Install New 8' Tall Deer Fence Gate - 12 Feet Wide	1	Each	2,500.00	2,500.00	2,000.00	2,000.00
17	Provide and Install Type IV Grouted Riprap, In Place	1,100	SY	40.00	44,000.00	50.00	55,000.00
18	Remove, Store, and Reinstall Existing Light Fixtures on New PCC Pads at Finished Grade	107	Each	770.00	82,390.00	900.00	96,300.00
19	Remove, Store, and Reinstall Existing Guidance Sign Elements on All New PCC Pads at Finished Grade	3	Each	4,170.00	12,510.00	2,500.00	7,500.00
20	Adjust Duct Marker to Finished Grade	6	Each	112.00	672.00	200.00	1,200.00
21	Adjust Airfield Lightline Vault to Finished Grade	9	Each	672.00	6,048.00	700.00	6,300.00
22	Adjust Airfield Lighting Pull Box to Finished Grade	12	Each	642.00	7,704.00	700.00	8,400.00
23	Seeding - Temporary or Permanent (Including Fertilizer and Watering)	55.6	Acre	1,200.00	66,720.00	2,500.00	139,000.00
24	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	73,755	SY	2.90	213,889.50	2.00	147,510.00
25	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	LS	0.00	0.00	1000.00	1000.00
	Total Base Bid				$1,902,875.50		$1,891,030.00
	Alternate #1- MALS Reconstruction and Access Roads						
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$19,000.00	$19,000.00	$25,000.00	$25,000.00
2	ODOT-303 Aggregate Base Type A 6" Thick for Access Road and Walkways	340	CY	57.00	$19,380.00	100.00	34,000.00
3	ODOT-310 Subgrade, Method B	1,020	SY	14.00	$14,280.00	10.00	10,200.00
4	ODOT-325 Separator Fabric for Access Road	1,150	SY	5.00	$5,750.00	6.00	6,900.00
5	ODOT-498 Prime Coat (Until at 0.25 gal. per SY)	110	Gal	15.00	$1,650.00	15.00	1,650.00
6	ODOT-411 Asphalt Concrete, Type S4 (PG 64-22 OK) - Access Road - 3" Thi	80	TN	375.00	$30,000.00	250.00	20,000.00
7	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	840	SY	3.00	$2,520.00	4.00	3,360.00
8	Construct 8" X 36" Trench with Backfill for 2" PVC Conduit	1,500	LF	7.00	$10,500.00	7.00	10,500.00
9	Construct 18" X 36" Trench with Backfill for 2" PVC Conduit	800	LF	15.60	$12,480.00	16.00	12,800.00
10	Furnish and Install Cable 1/C No. 2, 600V Type THWN XLP	4,175	LF	5.50	$22,962.50	8.00	33,400.00
11	Furnish and Install Cable 1/C No. 4, 600V Type THWN XLP	2,300	LF	3.58	$8,234.00	5.00	11,500.00
12	Furnish and Install Cable No. 1/0 Bare Copper Wire with Ground Rods	1,500	LF	6.35	9,525.00	7.00	10,500.00
13	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	1,500	LF	3.47	$5,205.00	4.00	6,000.00
14	Furnish and Install Electrical Handhole 2'x3', Type A	3	Each	8,662.00	$25,986.00	11,000.00	33,000.00
15	Remove and Store the Above-Grade Elements of Existing MALS Light Bar Fixtures (Approximately 15)	1	LS	8,250.00	$8,250.00	17,000.00	17,000.00
16	Construct MALS Light Bar at Sta. 98+00 (Existing Fixtures to be Re-Used on New LIR Mounting Height < 6'-00")	1	LS	10,620.00	$10,620.00	13,000.00	13,000.00
17	Construct MALS Light Bar at Sta. 95+75 (Existing Fixtures to be Re-Used on New LIR MG-20)	1	LS	14,780.00	$14,780.00	25,000.00	25,000.00
18	Construct MALS Light Bar at Sta. 93+75 (Existing Fixtures to be Re-Used on New LIR MG-40)	1	LS	36,900.00	$36,900.00	50,000.00	50,000.00
	Total Alternate #1				$254,022.50		$323,810.00
	Alternate #2- Rock Excavation with NO Blasting						
1	Rock Excavation	12,120	CY	$31.00	$375,720.00	$15.00	$181,800.00
					$375,720.00		$181,800.00
	Alternate #3- Rock Excavation with Blasting Permitted						
1	Rock Excavation	12,120	CY	$32.00	$387,840.00	$15.00	$181,800.00
					$387,840.00		$181,800.00
	Total Bid With Base Bid, Alternate 1, and Either Alternate 2 or 3				$2,532,618.00		$2,396,640.00

LBR Inc. Airport Consultants

June 26, 2014

Tim House, Program Manager
Arkansas/Oklahoma Airports Development Office
Federal Aviation Administration
2601 Meacham Boulevard
Fort Worth, Texas 76137

Dear Mr. House,

The City of McAlester accepted bids on April 16, 2014 for AIP project 3-40-0057-010-2011, "Improve Runway 2-20 Safety Areas, Remove Runway 2-20 Approach Surface Obstructions." The bids came in over budget. In order to reduce the project to budget, LBR has studied the project in depth. When we were originally instructed by the FAA, we were told to grade all safety areas to current standards. This would require grading on the east side of the runway and also the infield areas. The east side area is flatter than standards, but drains very well. There is one area, where ponding was evident, that could be corrected with a small amount of dirt work. There are no primary/transitional surface obstructions on the east side area. The infield areas similarly drain sufficiently and have no primary/transitional surface obstructions.

In our engineering opinion, there is no need to re-grade the infield areas or the entire east side of Runway 2-20. A small amount of grading should be done to alleviate the small ponding issue on the east side. We inspected the airport after a 4 ¾ inch, 24 hour rain storm, and the small ponding on the east side of the runway was the only area that needed attention. We feel that removing this work from the project is the best course of action and will still provide the best project.

Thank you for your consideration, and the support of McAlester Regional Airport.

Sincerely,

Tyler McDonald, Vice President/Secretary/Treasurer

LBR Inc. – *Airport Consultants*

1802 West Wright Drive

Stillwater, Oklahoma 74075

Office: 405-377-8276 Fax: 405-377-3297

tylerm@lbrok.com

SUPPLEMENTAL AGREEMENT NO. 1

1. Sponsor's (Public Agency) Name and Address
City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74501

2. Name of Airport	3. Project Numbers	4. Date Prepared - Prepared by:
McAlester Regional Airport	FAA AIP 3-40-0057-010-2011 OAC MLC-12-FS	June 27, 2014 - Jed Banks

5. Name and Address of Contractor
Bronze Oak, LLC
8218 East 121st
Bixby, Oklahoma, 74008

6. Description of Work Included in Contract
"Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)
A. Through O. - The quantity of work to be completed on this project is being adjusted to balance the cost of construction with the available funding. The items included in the Base Bid are being reduced. The quantities included in Alternates #1, #2, and #3 remain unchanged. The Phasing of the project is being reconfigured by the reissued Construction Safety Plans. The Time of Completion for the project is being reduced accordingly.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost	
				Base Bid				
A.	4	35,280	$4.85	7,060	$4.85	$171,108.00	$34,241.00	
B.	5	66,300	$5.50	40,280	$5.50	$364,650.00	$221,540.00	
C.	6	9,200	$5.85	1,050	$5.85	$53,820.00	$6,142.50	
D.	7	42,090	$4.20	41,170	$4.20	$176,778.00	$172,914.00	
E.	8	35,280	$3.45	7,060	$3.45	$121,716.00	$24,357.00	
F.	10	980	$9.90	0	$9.90	$9,702.00	$0.00	
G.	11	3	$630.00	0	$630.00	$1,890.00	$0.00	
H.	12	1	$444.00	0	$444.00	$444.00	$0.00	
I.	18	107	$710.00	10	$710.00	$75,970.00	$7,100.00	
J.	19	3	$1,990.00	0	$1,990.00	$5,970.00	$0.00	
K.	20	6	$147.00	0	$147.00	$882.00	$0.00	
L.	21	9	$944.00	0	$944.00	$8,496.00	$0.00	
M.	22	12	$581.00	0	$581.00	$6,972.00	$0.00	
N.	23	55.6	$1,830.00	9.5	$1,830.00	$101,748.00	$17,385.00	
O.	24	73,755	$2.63	23,430	$2.63	$193,975.65	$61,620.90	
					Total:	$1,294,121.65	$545,300.40	

9. Original Contract Amount $2,107,986.65
Supplemental Agreement #1 -$748,821.25
New Contract Amount After SA #1 $1,359,165.40

10. Original Contract Time:			New Contract time:		
	Phase I	50 workdays		Phase I	60 workdays
	Phase II	30 workdays		Phase II	26 workdays
	Phase III	30 workdays		Total	86 workdays
	Total	130 workdays			

This Change Order Subject to All Original Contract Provisions.

11. ISSUED FOR REASONS INDICATED ABOVE	Signature	Consultant Title	6/27/2014 Date
12. ACCEPTED BY CONTRACTOR	Signature	President Title	7-2-2014 Date
13. ACCEPTED BY SPONSOR	Signature	Title	Date

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	11
Department:	Airport/Public Works		
Prepared By:	John C. Modzelewski, P.E.	**Account Code:**	
Date Prepared:	July 15, 2014	**Budgeted Amount:**	
		Exhibits:	6

Subject

Consider, and act, upon authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions"

Recommendation

The recommendation is to authorize the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions" for an amount of $1,359,165.40.

Discussion

Eight contractors attended the mandatory pre-bid conference for the project to "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions" at the McAlester Regional Airport that was held yesterday, April 8, 2014. Bids were received from four contractors on Wednesday April 16, 2014. The City's Consultant, LBR Inc. Airport Consultants reviewed all bids. LBR recommends Bronze Oak, LLC be awarded the contract: "Improve Runway 2-20 Safety Areas and Remove Runway 2-20 Approach Surface Obstructions" subject to the successful completion of Supplemental Agreement Number 1, which reduces the scope of work and establishes the construction cost to be in the amount of $1,359,165.40.

Approved By

		Initial	*Date*
Department Head		JCM	07/15/14
City Manager	P. Stasiak	PS	07/15/14

SOLICITATION FOR BIDS

Notice is hereby given that the City of McAlester will receive sealed bids, at the office of the City Clerk, Municipal Building, 28 East Washington, McAlester, Oklahoma 74501, until 1:30 P.M. on Wednesday the 16th day of April 2014, said bids will be opened at that time for:

Improve Runway 2-20 Safety Areas;
Remove Runway 2-20 Approach Surface Obstructions
AIP Project 3-40-0057-010-2011
McAlester Regional Airport

Bids shall be made in accordance with the Solicitation for Bids, Information for Bidders, Plans, Specifications and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk in the Municipal Building, McAlester, Oklahoma and are made a part of this notice as though fully set forth herein. **Plans and specifications may be purchased for $150.00 from LBR Inc., 1802 Wright Drive, Stillwater, Oklahoma 74075, Telephone 405/377-8276. Payment shall be by cash or check made payable to LBR Inc.** Bids filed with the City Clerk shall be publicly opened and considered by the City at the time stated above. All bids shall remain on file at least forty-eight (48) hours thereafter before a contract shall be made and entered into thereon.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

This project is being funded, in part, by the Federal Aviation Administration and is under and subject to Executive Order 11246 (September 24, 1965, and amendments) and to the Equal Opportunity Clause and Wage Rates set by the U. S. Department of Labor contained in the specifications and are available for examination in the office of the City Clerk, and the Bidder must supply all the information required by the bid or proposal form.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, as amended. Details of such requirement are contained in the Specifications.

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 10.02 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful bidder (proposer) will be required to submit the following information concerning the DBE's: (i) The names and addresses of DBE firms that will participate in the contract; (ii) A description of the work that each DBE will perform; (iii) The dollar amount of the participation of each DBE firm participating; (iv) Written documentation of the bidder / offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; (v) Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and (vi) If the contract goal is not met, evidence of good faith efforts.

The regulations and orders of the Secretary of Labor, OFCCP and FAR 152.61 require that the sponsor or his contractor(s) include, in invitations for bids or negotiations for contracts over $10,000, the following notices:

(1) The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The bidder's (proposer's) attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications.

(2) The Bidder (Proposer) must supply all the information required by the bid or proposal form.

(3) The successful bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the subcontract exceeds $10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.

(4) Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of $50,000 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of $50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the contract.

A cashier's check, a certified check, a surety bond or an irrevocable letter of credit in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders.

The City of McAlester reserves the right to reject any and all bids and to waive any or all bids and to waive any and all informalities.

Upon receipt of an acceptable bid, the contract will be awarded within one hundred twenty (120) days after opening of bids and the written contract executed within ten (10) days thereafter.

There will be a pre-bid conference concerning this project at 10:30 A.M., Tuesday, April 8, 2014, in the Terminal Building, McAlester Regional Airport, McAlester, Oklahoma.

Attendance at the Pre-Bid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative attending the Pre-Bid Conference. No plans, specifications or bid documents will be issued after the Pre-Bid Conference. All bidders must visit and inspect the construction site and be familiar with the physical characteristics and conditions at the construction site.

CITY OF McALESTER

PRE-BID CONFERENCE ATTENDANCE LIST

LBR Inc. Airport Consultants
1802 West Wright Drive Stillwater, Oklahoma 74075
Tel 405-377-8276 Fax 405-377-3297 WWW.LBROK.COM

McAlester Regional Airport, Terminal Building, McAlester, Oklahoma **10:30 A.M., Tuesday, April 8, 2014**

AIP #3-40-0057-010-2011 - Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Your Name (Please Print)	Representing (Company)	Mailing / Street / E-Mail Address	Phone Number	Fax Number
1 ROGER KEY	TTK ConstCo	Address: P.O. Box 3681 EDMOND Email: rkaye TTKconstruction.com	405-340-3048	
2 Carlos Wood	Libra Electric	Address: 4634 Enterprise Dr Email: Carlos@libraelectric.net	(405) 949-9571 949-9571	(405) 949-9373
3 Gaylon + Melody Hammett	Hammett Excavation, Inc.	Address: 1545 CR 2917 Dodd City, Tx 75438 Email: gaylon@hammett-excavation.com	903-271-3906	903-623-3041
4 Timmy Don Adams	city of McAlester	Address: Email: timmy.adams@cityofmcalester.com	918-421-1010	918 420 5987
5 Del Collins	Collins Const	Address: 13191 S.E 1060 Dr Talihina, OK 74571 Email: del@CollinsConst.Com	918-522-4855	522-4267.

PRE-BID CONFERENCE ATTENDANCE LIST

LBR Inc. Airport Consultants
1802 West Wright Drive Stillwater, Oklahoma 74075
Tel 405-377-8276 Fax 405-377-3297 WWW.LBROK.COM

McAlester Regional Airport, Terminal Building, McAlester, Oklahoma **10:30 A.M., Tuesday, April 8, 2014**

AIP #3-40-0057-010-2011 - Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Your Name (Please Print)	Representing (Company)	Mailing / Street / E-Mail Address	Phone Number	Fax Number
6 G. Butch Taylor	Airport Mgr	Address: 104 Airport Rd Email:	918-429 9400	
7 David Taylor	Dondlinger	Address: 2656 Sheridan Wichita KS Email: dtgander@gmail ~~Elmore, OK~~ ~~5720 N. I-35 Industrial~~	316-213-1436	
8 Lynn Morris	Continental Construction	Address: ~~email~~ Elmore, OK 5720 N. I-35 Industrial Email: bidroom@mlyamel.com	405 286-5588	405-286-5589
9 Mike Purkey	Glover & Assoc	Address: Email: Jobcost GA.net	918-616-1590	
10 CHRIS CARTER	BRONZE OAK LLC	Address: 8218 E. 121ST BIXBY OK 74008 Email: BPAGE@BRONZEOAKGC.COM	918-364-5505	918-364-5506

PRE-BID CONFERENCE ATTENDANCE LIST

LBR Inc. Airport Consultants
1802 West Wright Drive Stillwater, Oklahoma 74075
Tel 405-377-8276 Fax 405-377-3297 WWW.LBROK.COM

McAlester Regional Airport, Terminal Building, McAlester, Oklahoma **10:30 A.M., Tuesday, April 8, 2014**

AIP #3-40-0057-010-2011 - Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Your Name (Please Print)	Representing (Company)	Mailing / Street / E-Mail Address	Phone Number	Fax Number
11 John C. Modzelewski	City of McAlester	Address: 28 E. Washington Avenue McAlester, OK 74501 Email: john.modzelewski@cityofmcalester.com	918-423-9300 EXT 4992	918-421-4943
12		Address: Email:		
13		Address: Email:		
14		Address: Email:		
15		Address: Email:		

LBR Inc. Airport Consultants

June 27, 2014

John Modzelewski, P.E., CFM
City Engineer / Public Works Director
City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74501

Mr. Modzelewski;

Bids to "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions" at the McAlester Regional Airport were received at 1:30 PM on Wednesday, April 16, 2014.

There were four bidders presenting proposals. The staff at LBR Inc. has reviewed the bids along with City and FAA staff. The bid from Bronze Oak, LLC for the Base Bid of $1,641,127.45, Alternate #1 (MALS Reconstruction and Access Roads) at $169,191.00, Alternate #2 (Rock Excavation with No Blasting) for $296,940.00, and Alternate #3 (Rock Excavation with Blasting) for $420,564.00 for a total bid in the amount of $2,107,986.65 (selecting the Base Bid and Alternates #1 and #2), was the lowest bid received.

The construction budget for the project consists of $1,491,580.20. After analysis of the bid by LBR, City and FAA staff, LBR suggests reducing the overall scope of the project, as described in the attached Supplemental Agreement, to bring the total cost of the project to within the budgeted amount. To accomplish this, LBR recommends that the Base Bid and Alternates #1 and #2 be awarded to Bronze Oak, LLC in the amount of $1,359,165.40, contingent upon successful execution of Supplemental Agreement #1.

Please request the City Council to authorize the Mayor and City Attorney to sign all required documents. All referenced documents will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this important project for the City of McAlester, and the McAlester Regional Airport.

Respectfully Submitted,

Jed Banks, P.E., President

Encl: Bid Tab
Supplemental Agreement #1

LBR Inc. * 1802 West Wright Drive * Stillwater, Oklahoma 74075 * Phone 405-377-8276 * Fax 405-377-3297

BID TABULATION

Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Bids Were Opened at the Office of the City Clerk, Municipal Building, 28 East Washington, McAlester, Oklahoma 74501, at 1:30 P.M. on April 16th, 2014

McAlester Regional Airport, McAlester, Oklahoma

Item	Description	Quantity	Unit	Hammett Excavation, Inc. Unit Price	Hammett Excavation, Inc. Amount	Glover and Associates Unit Price	Glover and Associates Amount	Bronze Oak, LLC Unit Price	Bronze Oak, LLC Amount
	BASE BID								
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$222,000.00	$222,000.00	$70,000.00	$70,000.00	$198,000.00	$198,000.00
2	Traffic Maintenance	1	LS	20,000.00	20,000.00	85,000.00	85,000.00	64,000.00	64,000.00
3	Clearing and Grubbing	10	Acre	2,000.00	20,000.00	5,000.00	50,000.00	1,666.00	16,660.00
4	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste On Airport Property	35,280	CY	3.15	111,132.00	7.25	255,780.00	4.85	171,108.00
5	Unclassified Excavation: Normal Excavation To Required Grades, Stockpile or Waste On Airport Property	66,300	CY	4.95	364,650.00	5.50	364,650.00	5.50	364,650.00
6	Borrow Excavation	9,200	CY	5.50	50,600.00	12.50	115,000.00	5.85	53,820.00
7	Embankment in Place, Normal Embankment to Required Grades	42,090	CY	5.50	231,495.00	7.25	305,152.50	4.20	176,778.00
8	Embankment in Place, Replace Topsoil, 6" Thick	35,280	CY	4.50	158,760.00	6.50	229,320.00	4.85	171,216.00
9	Surveying (Cross Sectioning for Engineering Use Only)	120	Hrs	916.67	110,000.40	85.00	10,200.00	111.00	13,320.00
10	Remove and Waste Existing 18" RCP, Storm Sewer	989	LF	39.29	38,854.20	18.00	17,640.00	9.90	9,792.00
11	Remove and Waste Existing Field Inlet	3	Each	1,500.00	4,500.00	2,500.00	7,500.00	630.00	1,890.00
12	Adjust Existing Field Inlet to Grade	1	Each	4,500.00	4,500.00	2,500.00	2,500.00	444.00	444.00
13	Remove and Waste Existing 6' Wide Concrete Flume	60	SY	125.00	7,500.00	60.00	3,600.00	30.00	1,800.00
14	Relocation of Existing 8' Deer Fence - Using Existing Materials	360	LF	65.00	23,400.00	30.00	10,800.00	18.30	6,588.00
15	Construct New 8' Deer Fence - Furnish All New Materials	910	LF	65.00	59,150.00	30.00	27,300.00	18.30	16,653.00
16	Furnish and Install New 8' Tall Deer Fence Gate - 12 Feet Wide	1	Each	8,000.00	8,000.00	3,000.00	3,000.00	555.00	555.00
17	Provide and Install Type IV Grouted Riprap, In Place	1,100	SY	39.55	43,505.00	35.00	38,500.00	26.25	28,875.00
18	Remove, Store, and Reinstall Existing Light Fixtures on New PCC Pads at Finished Grade	107	Each	798.04	85,386.00	800.00	85,600.00	710.00	75,970.00
19	Remove, Store, and Reinstall Existing Guidance Sign Elements on All New PCC Pads at Finished Grade	1	Each	2,724.00	2,724.00	2,500.00	2,500.00	1,990.00	1,990.00
20	Adjust Duct Marker to Finished Grade	6	Each	121.33	727.98	110.00	660.00	147.00	882.00
21	Adjust Airfield Lighting Vault to Finished Grade	9	Each	690.13	6,211.17	700.00	6,300.00	944.00	8,496.00
22	Adjust Airfield Lighting Pull Box to Finished Grade	12	Each	675.00	8,100.00	700.00	8,400.00	581.00	6,972.00
23	Seeding - Temporary or Permanent (Including Fertilizer and Watering)	58	Acre	3,421.99	198,355.42	2,500.00	139,000.00	1,850.00	107,300.00
24	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	73,755	SY	2.93	216,107.15	2.30	169,636.50	2.63	193,975.65
25	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	LS	5000.00	5000.00	2500.00	2500.00	555.00	555.00
	Total Base Bid				$1,997,658.54		$2,015,539.00		$1,641,327.65
	Alternate #1- MALS Reconstruction and Access Roads								
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$45,000.00	$45,000.00	$26,000.00	$26,000.00	$21,200.00	$21,200.00
2	ODOT-303 Aggregate Base Type A 6" Thick for Access Road and Walkways	340	CY	90.00	$30,600.00	60.00	$20,400.00	40.00	13,600.00
3	ODOT-310 Subgrade, Method B	1,020	SY	3.92	$3,998.40	22.00	$22,440.00	13.00	13,260.00
4	ODOT-325 Separator Fabric for Access Road	1,150	SY	2.09	$2,403.50	5.00	$5,750.00	2.00	2,300.00
5	ODOT-408 Prime Coat (Estd at 0.25 gal. per SY)	110	Gal	50.00	$5,500.00	10.00	$1,100.00	14.80	1,628.00
6	ODOT-411 Asphalt Concrete, Type S4 (PG 64-22 OK) - Access Road - 3" Thick	80	TN	343.75	$27,500.00	150.00	$12,000.00	276.00	22,080.00
7	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	840	SY	12.50	$10,500.00	2.50	$2,100.00	2.50	2,100.00
8	Construct 8' X 36" Trench with Backfill for 3" PVC Conduit	1,500	LF	8.07	$12,105.00	8.00	$12,000.00	4.60	6,900.00
9	Construct 18" X 36" Trench with Backfill for 2" PVC Conduit	800	LF	17.50	$14,000.00	15.00	$12,000.00	0.65	520.00
10	Furnish and Install Cable 6/C No. 2, 600V Type THWN XLP	4,175	LF	6.23	$26,010.25	6.00	$25,050.00	3.00	12,525.00
11	Furnish and Install Cable 6/C No. 4, 600V Type THWN XLP	2,300	LF	4.35	$10,005.00	5.00	$11,500.00	2.25	5,175.00
12	Furnish and Install Cable No. 1/0 Bare Copper Wire with Ground Rods	1,500	LF	8.00	$12,000.00	8.00	$12,000.00	4.20	6,300.00
13	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	1,500	LF	5.33	$7,995.00	4.00	$6,000.00	2.20	3,300.00
14	Furnish and Install Elevated Handhole 2'x3', Type A	3	Each	10,300.00	$30,900.00	8,000.00	$24,000.00	6,300.00	18,900.00
15	Remove and Store the Above-Grade Elements of Existing MALS Light Bar Fixtures (Approximately 15)	1	LS	10,500.00	$10,500.00	8,500.00	8,500.00	131.00	131.00
16	Construct MALS Light Bar at Sta 98+00 (Existing Fixtures to be Re-Used on New LIR Mounting Height < 6'-00")	1	LS	12,500.00	$12,500.00	9,500.00	9,500.00	7,500.00	7,500.00
17	Construct MALS Light Bar at Sta 95+75 (Existing Fixtures to be Re-Used on New LIR MO-20)	1	LS	12,500.00	$12,500.00	15,000.00	15,000.00	11,500.00	11,500.00
18	Construct MALS Light Bar at Sta 93+75 (Existing Fixtures to be Re-Used on New LIR MO-40)	1	LS	13,000.00	$13,000.00	35,000.00	35,000.00	21,000.00	21,000.00
	Total Alternate #1				$292,017.15		$260,140.00		$169,919.00
	Alternate #2- Rock Excavation with NO Blasting								
1	Rock Excavation	12,120	CY		$649,995.60	$25.00	$303,000.00	$24.50	$296,940.00
	Total Alternate #2				$649,995.60		$303,000.00		$296,940.00
	Alternate #3- Rock Excavation with Blasting Permitted								
1	Rock Excavation	12,120	CY		$514,978.80	$25.00	$303,000.00	$34.70	$420,564.00
	Total Alternate #3				$514,978.80		$303,000.00		$420,564.00
	Total Bid With Base Bid, Alternate 1, and Either Alternate 2 or 3				$2,804,654.49		$2,578,679.00		$2,102,886.65

Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions

Bids Were Opened at the Office of the City Clerk, Municipal Building, 28 East Washington, McAlester, Oklahoma 74501, at 1:30 P.M. on April 16th, 2014

McAlester Regional Airport, McAlester, Oklahoma

McAlester, Oklahoma

				Continental Construction Corp.		Engineer's Estimate	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
	BASE BID						
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$140,000.00	$140,000.00	$150,000.00	$150,000.00
2	Traffic Maintenance	1	LS	60,000.00	60,000.00	40,000.00	40,000.00
3	Clearing and Grubbing	10	Acre	7,600.00	76,000.00	4,000.00	40,000.00
4	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste On Airport Property	35,280	CY	4.80	169,344.00	5.00	176,400.00
5	Unclassified Excavation: Normal Excavation To Required Grades, Stockpile or Waste On Airport Property	66,300	CY	8.00	530,400.00	6.00	397,800.00
6	Borrow Excavation	9,200	CY	10.80	99,360.00	7.00	64,400.00
7	Embankment in Place, Normal Embankment to Required Grades	42,090	CY	3.60	151,524.00	6.00	252,540.00
8	Embankment in Place: Replace Topsoil, 6" Thick	35,280	CY	4.80	169,344.00	6.00	211,680.00
9	Surveying (Cross Sectioning for Engineering Use Only)	120	Hrs	150.00	18,000.00	175.00	21,000.00
10	Remove and Waste Existing 18" RCP, Storm Sewer	980	LF	20.00	19,600.00	25.00	24,500.00
11	Remove and Waste Existing Field Inlet	3	Each	400.00	1,200.00	2,500.00	7,500.00
12	Adjust Existing Field Inlet to Grade	1	Each	800.00	800.00	5,000.00	5,000.00
13	Remove and Waste Existing 6' Wide Concrete Flume	60	SY	16.00	960.00	25.00	1,500.00
14	Relocation of Existing 8' Deer Fence - Using Existing Materials	360	LF	30.00	10,800.00	20.00	7,200.00
15	Construct New 8' Deer Fence - Furnish All New Materials	910	LF	31.00	28,210.00	30.00	27,300.00
16	Furnish and Install New 8' Tall Deer Fence Gate - 12 Feet Wide	1	Each	2,500.00	2,500.00	2,000.00	2,000.00
17	Provide and Install Type IV Grouted Riprap, In Place	1,100	SY	40.00	44,000.00	50.00	55,000.00
18	Remove, Store, and Reinstall Existing Light Fixtures on New PCC Pads at Finished Grade	107	Each	770.00	82,390.00	900.00	96,300.00
19	Remove, Store, and Reinstall Existing Guidance Sign Elements on All New PCC Pads at Finished Grade	3	Each	4,170.00	12,510.00	2,500.00	7,500.00
20	Adjust Duct Marker to Finished Grade	6	Each	112.00	672.00	200.00	1,200.00
21	Adjust Airfield Lighting Vault to Finished Grade	9	Each	672.00	6,048.00	700.00	6,300.00
22	Adjust Airfield Lighting Pull Box to Finished Grade	12	Each	642.00	7,704.00	700.00	8,400.00
23	Seeding - Temporary or Permanent (Including Fertilizer and Watering)	55.6	Acre	1,200.00	66,720.00	2,500.00	139,000.00
24	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	73,755	SY	2.90	213,889.50	2.00	147,510.00
25	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	LS	0.00	0.00	1000.00	1000.00
	Total Base Bid				$1,902,875.50		$1,891,030.00
	Alternate #1- MALS Reconstruction and Access Roads						
1	Mobilization, Bonds, Permits, & Temporary Erosion Control	1	LS	$19,000.00	$19,000.00	$25,000.00	$25,000.00
2	ODOT-301 Aggregate Base Type A 6" Thick for Access Road and Walkways	340	CY	57.00	$19,380.00	100.00	34,000.00
3	ODOT-310 Subgrade, Method B	1,020	SY	14.00	$14,280.00	10.00	10,200.00
4	ODOT-325 Separator Fabric for Access Road	1,150	SY	5.00	$5,750.00	6.00	6,900.00
5	ODOT-408 Prime Coat (Fluid at 0.25 gal. per SY)	110	Gal	15.00	$1,650.00	15.00	1,650.00
6	ODOT-411 Asphalt Concrete, Type S4 (PG 64-22 OK) - Access Road - 3" Thi	80	TN	325.00	$26,000.00	250.00	20,000.00
7	Solid Slab Bermuda Sodding (Including Fertilizing and Watering)	840	SY	3.00	$2,520.00	4.00	3,360.00
8	Construct 8" X 36" Trench with Backfill for 2" PVC Conduit	1,500	LF	7.00	$10,500.00	7.00	10,500.00
9	Construct 18" X 36" Trench with Backfill for 2" PVC Conduit	800	LF	15.60	$12,480.00	16.00	12,800.00
10	Furnish and Install Cable 1/C No. 2, 600V Type THWN XLP	4,175	LF	5.50	$22,962.50	8.00	33,400.00
11	Furnish and Install Cable 1/C No. 4, 600V Type THWN XLP	2,300	LF	3.58	$8,234.00	5.00	11,500.00
12	Furnish and Install Cable No. 1/0 Bare Copper Wire with Ground Rods	1,500	LF	6.35	$9,525.00	7.00	10,500.00
13	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	1,500	LF	3.43	$5,205.00	4.00	6,000.00
14	Furnish and Install Electrical Handhole 2'x3', Type A	3	Each	8,662.00	$25,986.00	11,000.00	33,000.00
15	Remove and Store the Above-Grade Elements of Existing MALS Light Bar Fixtures (Approximately 15)	1	LS	8,250.00	$8,250.00	17,000.00	17,000.00
16	Construct MALS Light Bar at Sta. 98+00 (Existing Fixtures to be Re-Used on New LIR Mounting Height < 6'-00")	1	LS	10,620.00	$10,620.00	13,000.00	13,000.00
17	Construct MALS Light Bar at Sta. 95+75 (Existing Fixtures to be Re-Used on New LIR MO-20)	1	LS	14,280.00	$14,280.00	25,000.00	25,000.00
18	Construct MALS Light Bar at Sta. 93+75 (Existing Fixtures to be Re-Used on New LIR MO-40)	1	LS	36,900.00	$36,900.00	50,000.00	50,000.00
	Total Alternate #1				$254,022.50		$323,810.00
	Alternate #2- Rock Excavation with NO Blasting						
1	Rock Excavation	12,120	CY	$31.00	$375,720.00	$15.00	$181,800.00
					$375,720.00		$181,800.00
	Alternate #3- Rock Excavation with Blasting Permitted						
1	Rock Excavation	12,120	CY	$32.00	$387,840.00	$15.00	$181,800.00
					$387,840.00		$181,800.00
	Total Bid With Base Bid, Alternate 1, and Either Alternate 2 or 3				$2,532,688.00		$2,396,640.00

LBR Inc. Airport Consultants

June 26, 2014

Tim House, Program Manager
Arkansas/Oklahoma Airports Development Office
Federal Aviation Administration
2601 Meacham Boulevard
Fort Worth, Texas 76137

Dear Mr. House,

The City of McAlester accepted bids on April 16, 2014 for AIP project 3-40-0057-010-2011, "Improve Runway 2-20 Safety Areas, Remove Runway 2-20 Approach Surface Obstructions." The bids came in over budget. In order to reduce the project to budget, LBR has studied the project in depth. When we were originally instructed by the FAA, we were told to grade all safety areas to current standards. This would require grading on the east side of the runway and also the infield areas. The east side area is flatter than standards, but drains very well. There is one area, where ponding was evident, that could be corrected with a small amount of dirt work. There are no primary/transitional surface obstructions on the east side area. The infield areas similarly drain sufficiently and have no primary/transitional surface obstructions.

In our engineering opinion, there is no need to re-grade the infield areas or the entire east side of Runway 2-20. A small amount of grading should be done to alleviate the small ponding issue on the east side. We inspected the airport after a 4 ¾ inch, 24 hour rain storm, and the small ponding on the east side of the runway was the only area that needed attention. We feel that removing this work from the project is the best course of action and will still provide the best project.

Thank you for your consideration, and the support of McAlester Regional Airport.

Sincerely,

Tyler McDonald, Vice President/Secretary/Treasurer

LBR Inc. – *Airport Consultants*

1802 West Wright Drive

Stillwater, Oklahoma 74075

Office: 405-377-8276 Fax: 405-377-3297

tylerm@lbrok.com

SUPPLEMENTAL AGREEMENT NO. 1

1. Sponsor's (Public Agency) Name and Address
City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74501

2. Name of Airport	3. Project Numbers	4. Date Prepared - Prepared by:
McAlester Regional Airport	FAA AIP 3-40-0057-010-2011 OAC MLC-12-FS	June 27, 2014 - Jed Banks

5. Name and Address of Contractor
Bronze Oak, LLC
8218 East 121st
Bixby, Oklahoma, 74008

6. Description of Work Included in Contract
"Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)
A. Through O. - The quantity of work to be completed on this project is being adjusted to balance the cost of construction with the available funding. The items included in the Base Bid are being reduced. The quantities included in Alternates #1, #2, and #3 remain unchanged. The Phasing of the project is being reconfigured by the reissued Construction Safety Plans. The Time of Completion for the project is being reduced accordingly.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
				Base Bid			
A.	4	35,260	$4.85	7,050	$4.85	$171,108.00	$34,241.00
B.	5	66,300	$5.50	40,280	$5.50	$364,650.00	$221,540.00
C.	6	9,200	$5.85	1,050	$5.85	$53,820.00	$6,142.50
D.	7	42,090	$4.20	41,170	$4.20	$176,778.00	$172,914.00
E.	8	35,260	$3.45	7,060	$3.45	$121,716.00	$24,357.00
F.	10	980	$9.90	0	$9.90	$9,702.00	$0.00
G.	11	3	$630.00	0	$630.00	$1,890.00	$0.00
H.	12	1	$444.00	0	$444.00	$444.00	$0.00
I.	18	107	$710.00	10	$710.00	$75,970.00	$7,100.00
J.	19	3	$1,990.00	0	$1,990.00	$5,970.00	$0.00
K.	20	6	$147.00	0	$147.00	$882.00	$0.00
L.	21	9	$944.00	0	$944.00	$8,496.00	$0.00
M.	22	12	$581.00	0	$581.00	$6,972.00	$0.00
N.	23	55.6	$1,830.00	9.5	$1,830.00	$101,748.00	$17,385.00
O.	24	73,765	$2.63	23,430	$2.63	$193,975.65	$61,620.90
					Total:	$1,294,121.65	$545,300.40

9. Original Contract Amount $2,107,956.65
Supplemental Agreement #1 -$748,821.25
New Contract Amount After SA #1 $1,359,165.40

10. Original Contract Time:			New Contract time:		
	Phase I	60 workdays		Phase I	60 workdays
	Phase II	30 workdays		Phase II	25 workdays
	Phase III	30 workdays		Total	85 workdays
	Total	130 workdays			

This Change Order Subject to All Original Contract Provisions.

11. ISSUED FOR REASONS INDICATED ABOVE	Signature	Consultant Title	6/27/2014 Date
12. ACCEPTED BY CONTRACTOR	Signature	President Title	7-2-2014 Date
13. ACCEPTED BY SPONSOR	Signature	Title	Date

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	12
Department:	Airport/Public Works		
Prepared By:	John C. Modzelewski, P.E.	**Account Code:**	
Date Prepared:	July 15, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider, and act upon, an Amendment to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey.

Recommendation

Motion to approve Amendment #7 to the Agreement for Professional Airport Consulting Services with LBR, Inc., to provide Construction Administration and Inspection during construction of improvements for runway safety and to provide an Approach Slope Survey for a fee not to exceed $139,685.

Discussion

Approving this Amendment #7 will allow LBR, Inc. to provide the following services:

A. Construction Inspection	$75.00 per hour, not to exceed	$60,000
B. Construction Administration		$14,685
C. Approach Slope Survey		$65,000

These services are needed to construct the following: Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions; and Improve Runway Object Free Area (ROFA) East of Runway 2-20". These projects are identified in Airport Improvement Program (AIP) Projects 3-40-0057-011-2011 and 3-40-0057-012-2011.

Approved By

		Initial	*Date*
Department Head		JCM	07/15/14
City Manager	P. Stasiak	PJS	07/15/14

AMENDMENT NO. 7

This Amendment, made as of the _____ day of _____, 2014, by and between the **City of McAlester**, and **LBR Inc.**, shall be made a part of the Agreement for Professional Airport Consulting Services between said parties, dated October 13, 2009.

1. The following service shall be added to Section I. A.1:

   A. Provide Construction Inspection for "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions; and Improve Runway Object Free Area (ROFA) East of Runway 2-20," AIP Projects 3-40-0057-011-2011 and 3-40-0057-012-2011 at McAlester Regional Airport.
   B. Provide Construction Administration for AIP Project 3-40-0057-012-2011.
   C. Provide An Approach Slope Survey for RW 2-20 at McAlester Regional Airport.

2. The following fee shall be added to Section V. B. as related to the above item:

   1A. $75.00 per hour, not to exceed $60,000.00
   1B. $14,685.00
   1C. $65,000.00

In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

LBR INC.

_____
President

ATTEST

_____
Secretary

(Seal)

CITY OF McALESTER

_____
Mayor

ATTEST

_____
City Clerk

(Seal)

Certification of Legality:
Approved as to form and legality

_____
City Attorney

McAlester City Council

AGENDA REPORT

Meeting Date:	July 22, 2014	**Item Number:**	13
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	July 15, 2014	**Budgeted Amount:**	
		Exhibits:	

Subject

Discussion and possible action on authorizing City staff to seek reimbursement from ad valorem tax rolls for worker compensation judgments.

Recommendation

Staff recommends that the Council authorize city staff to seek reimbursement for worker's compensation judgments in excess of $50,000.

Discussion

Approved By

		Initial	*Date*
Department Head		T. Ervin	7/15/2014
City Manager	P. Stasiak	PJS	7/15/2014

City of McAlester
HOMETOWN Friendly
P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • www.cityofmcalester.com

City Manager Report to the Council

July 22, 2014

Business:

- The City has received final sales tax numbers for the period May 16, 2014 through June 15, 2014. The final sales tax number to be received from the Oklahoma Tax Commission is $1.188M. The budgeted number for this period is $1.168M or $20K over budget. The City continues to experience a rebound in the economy as indicated by the increase in sales tax. This is our fourth month of receiving a higher sales tax reimbursement from last year.

- The McAlester Foundation has completed the closing with Berry Plastics for the new 80,000 sq. ft. warehouse to be constructed. In order for this transaction to be completed, the existing warehouse had to be paid in full. The McAlester Foundation has forwarded to the City the final payment in the amount of $379,043.92.

Community & Economic Development Department:

- Report Attached, Exhibit "A"
  - Building Permit Report
  - Code Violation Report

Economic Development Department:

- Report Attached, Exhibit "B"

Public Works Department:

- Report Attached, Exhibit "C"

Community Services Department:

- Report Attached, Exhibit "D"

Tourism Department:

- Report Attached, Exhibit "E"

Finance Department:

- Report Attached, Exhibit "F"

Personnel:

- Report Attached, Exhibit "G"

Police Department:

- Report Attached, Exhibit "H"

City Clerk Department:

- Report Attached, Exhibit "I"

Fire Department:

- Report Attached, Exhibit "J"

- Fire Fighters James Vinson and Francheska Radosovich have completed the educational requirements for Paramedic Status. James and Francheska saw a personal need to provide a higher level of care for Emergency Medical patients. Congratulations to both James and Francheska for completing these studies.

International Association of Fire Fighters (IAFF):

Federal Mediation has been a positive approach to resolving some of the differences between the IAFF and the City of McAlester. We have asked the IAFF to contact the mediator to return to McAlester. Possible grievances for Mediation in the future are:

- Smoke exposure
- Conversion of sick leave to injury leave (March 2013)
- Unused holidays 2013/2014

- Grievance – June 27, 2014, Captain Rick Beams accumulated leave, comp time, holidays and 1986 Zerboni Award.

- Grievance – January 16, 2014, Captain Rick Beams Conversion of Sick Leave to Injury Leave. Staff met with Mr. Beams and Mike Caniglia, President IAFF to discuss the merits of the grievance on February 20, 2014. A difference of opinion in the interpretation of injury leave and workman compensation exists. Staff was not able to reach agreement and the grievance will be set for arbitration in the future.
  - Grievance has been set with Federal Mediation and Conciliation Service (FMCS), Case Number 140306-53984-1.
  - This Arbitration will be conducted in June 2014 with Arbitrator Anderson. Staff is currently narrowing down the specific date.

- Grievance – May 13, 2013, Change of leave slip from Affiliate Leave to Sick Leave. Captain Rick Beams was on sick leave for an extended period of time. During this time off, the Captain attended the IAFFG Legislative Conference in Washington D.C. The Captain recorded Affiliate Leave on his timesheet and the Fire Chief changed the Captain's timesheet to reflect Sick Leave.
  - Grievance has been set with Federal Mediation and Conciliation Service (FMCS), Case Number 14-54092-6
  - Arbitration completed May 6, 2014 in McAlester with Arbitrator Ahrens.
  - Waiting on Arbitrators ruling.

- Grievance – May 13, 2013, Unused Holidays for 2012-2013 fiscal year. This grievance disputes the hours paid to Fire Fighters for unused Holidays for the fiscal year.

- Grievance – Minimum Compliment, This relates to the equipment and clothing issued to new Fire Fighters. This grievance was not settled during Mediation in February. For the fiscal year 2012-2013, 2013-2014 all new hires were provided the minimum complement required under the rules and regulations for the IAFF. **Negotiating a possible compromise**

- Grievance - November 26, 2012, Facial Hair. This relates to the SCBA face mask being tightly sealed to the face. The IAFF and the City are to be working on verbiage to the Rules and Regulations for implementation. **Negotiating a possible compromise.**

Upcoming Events:

- Discover the Dinosaurs: September 9 – 15, 2014
- Shrine Circus: September 18 – 19, 2014
- Charity Bicycle Ride (Fall 2014)
- Confederate Battle Reenactment: October 2 – 5, 2014
- Appaloosa Bull Production Bull Riding: October 9 – 12, 2014
- Home & Garden Show: October 22 – 27, 2014
- Holiday Arts 7 Crafts Show: November 1, 2014
- J W Hart PBR: November 13 – 17, 2014
- Kinta/Pittsburg Basketball Tournament: December 11 – 13, 2014
- Bull Ride & Dance: December 31, 2014

Meetings Attended:

- Housing Authority Meeting
- Tour of McAPP

Exhibit "A"

Community & Economic Development Department
June 2014 Activity Report

Leroy Alsup, Community & Economic Development Director

Major Items in June 2014:

- Oklahoma Strategic Military Planning Commission (OSMPC) Incentive Awards
  - 2014 OSMPC Incentive Award approved by Commission ($216,000 w/ Local Match of $21,600)
  - 2015 OSMPC Incentive Award completed for submission to Commission on July 17th ($204,750 w/ Local Match of $20,475)
  - 2013 OSMPC Incentive Award- RFP for Study/Technical Assistance
    - Completed McAlester Defense Sector Economic Development Strategy document that will be used for the Scope of Services for the RFP

- Meadows at McAlester (64 Units) 2014 Affordable Housing Tax Credits Application to OHFA
  (*Shawnee Ave, between Oak & A Streets*)
  - Ordinance to rezone property adopted
  - Resolution to support their OHFA Tax Credit Application approved

- PSO Mini Grant Opportunity ($1,000 to $5,000)
  - Staff submitted an application for funding to update Community Video

- Triad Eye Medical Center (Old Drug Warehouse-1001 East Wyandotte)
  - Provided technical assistance on "Use After Review" process for the Wyandotte Ave Corridor
  - Public Hearing tentatively scheduled for the August 19th Planning Commission Meeting

- Kenny Beale Restaurant project(s)- Construction Plans Under Review
  - Staff held a Plan Review Meeting with Owner & Engineer on June 19th
  - Obtained technical assistance from Mehlburger Brawley on Water Line Extension planning

- General Research for drafting future Ordinances/ Policy Resolutions/Etc.
  - Off-Street Parking Ordinances
  - Sidewalk Art Policy & Procedures
  - Mixed Use Zoning Ordinances for Loft Apartments in Old Town & Downtown
  - Streetscape Master Planning for Old Town & Downtown (Funding & RFP Formats)
  - Parklet Procedures & Policies for Old Town & Downtown

<u>Activity/Meeting Details</u>

- Sunday, June 1st
  - Publication of PC Rezoning Case #399 Public Hearing Notice in the McAlester News Capital

- Monday, June 2nd
  - City Department Head Meeting
  - Special City Council Meeting- Hotel/Motel Tax Discussion
  - Off-Street Parking Ordinance Committee Mtg- Councilmen Karr, Read, & Titsworth; & City Mgr Stasiak

- Tuesday, June 3rd
  - MDSA Executive Committee Meeting
  - ED Website Review Meeting with City Mgr Stasiak & Kirk Ridenour

- Wednesday, June 4th through Friday, June 5th
  - Oklahoma Southeast Golf and Striper Event in Durant
  - Mtg with Tracy Horst & Thomas Kanuch, Choctaw Nation; Regina Peoples, PIM; City Mgr Stasiak & Kirk Ridenour to discuss status of the Choctaw Nation Recycling Center Project and toured the Industrial Park to look at potential sites for the Recycling Center

- Monday, June 9th –
  - City Department Head Meeting
  - Submitted May Activity Reports for Department

- Tuesday, June 10th
  - Community & Economic Development Department Staff Meeting
  - Economic Development presentation to Rotary Club
  - McAlester City Council Meeting- Budget Hearing
  - Responded to questions from a representative of Triad Eye Medical Center on the procedures for "Use Permitted After Review" for the former May's Drug Warehouse. Had multiple communications with them through June

- Wednesday, June 11th
  - Posted June 17th Planning Commission Meeting Agenda

- Thursday, June 12th
  - Toured Choctaw Nation Recycling Center in Durant

- Friday, June 13th
  - Distributed June 17th Planning Commission Meeting Agenda Packets

- Monday, June 16th
  - City Department Head Meeting
  - Follow-up with AT&T on their Telecommunications Cell Tower. AT&T extended their Bldg Permit an additional 180 days.

- Tuesday, June 17th
  - MDSA Planning Meeting for 2015 Stampede
  - Submitted Agenda Staff Reports & Attachments
    - Rezoning Ordinance for PC Rezoning Case #399- Meadows at McAlester Apts.
    - Resolution supporting the Meadows at McAlester's application for an allocation of 2014 Affordable Housing Tax Credits and HOME Funds from the OHFA

- Reviewed and commented on preliminary plans submitted by Terry Don Miller for the development of Patio Homes on Lots 6, 7, and 8, Village Addition II
- June 17th City Planning CommissionMeeting

► Wednesday, June 18th
- MDSA Planning Committee Meeting
- Old Town/Downtown Streetscape & Mobile Parklet Meeting

► Thursday, June 19th
- Construction Plan Review Meeting- Kenny Beale's Jimmy's Egg Project

► Friday, June 20th
- Mtg with Robert Vaughan of Mehlburger Brawley Consulting Engineers on Old Town/Downtown Streetscape & Mobile Parklet Projects
- Assisted staff in reviewing a nuisance property complaint submitted by Councilman Read at 1415 South 2nd Street (Brandon Mahoney). Prepared a nuisance property "Notice of Violation" on property as a template for staff to use in the future (June 30th deadline to comply/ ticket will be issued on 7/9/2014 if not in compliance)

► Monday, June 23rd
- City Department Head Meeting
- Assisted staff in reviewing a nuisance property/zoning violation complaint submitted by Councilman Smith at 301 E. Jackson Avenue (Cletis Lowe, Jr.). Prepared a Zoning "Notice of Violation" on property as a template for staff to use in the future. (July 23rd deadline to comply)

► Tuesday, June 24th through June 27th- Vacation Days

City of McAlester - Community & Economic Development Department
Building Permit Monthly Activity Report - June 2014

2014 McAlester Building Permit Log										Prior Year Comparison	Prior Year Comparison
	Commercial			Residential			Storage	Demolition	2014	2013	2012
	New	Alteration	Addition	New	Alteration	Addition	Building	Building	Totals	Totals	Totals
JANUARY											
Permits	2	2		7		3	1	5	20	7	8
Value	$432,564	$22,411		$733,460		$40,300	$96,000	$21,450	$1,346,185	$500,652	$3,300,475
Fees	$3,914	$360		$6,629		$90	$340	$150	$11,483	$3,530	$17,519
FEBRUARY											
Permits		2	1	1		3			9	6	7
Value		$28,500	$36,000	$100,000		$39,824			$204,324	$1,078,060	$389,000
Fees		$160	$222	$918		$242			$1,542	$3,887	$2,493
MARCH											
Permits		1		1		2			4	7	3
Value		$21,000		$325,000		$38,160			$384,160	$648,900	$1,898,300
Fees		$160		$1,216		$120			$1,496	$5,815	$6,258
APRIL											
Permits	1	6		3	2	6		1	19	6	7
Value	$2,000,000	$661,902		$372,000	$102,800	$32,395		$2,300	$3,171,397	$1,761,300	$648,000
Fees	$4,040	$650		$2,676	$120	$342		$30	$7,858	$7,152	$3,071
MAY											
Permits	3		1	4	1	6			15	9	13
Value	$8,000,000		$3,000	$1,015,000	$25,000	$140,850			$9,183,850	$560,200	$737,100
Fees	$23,586		$30	$4,954	$249	$414			$29,233	$3,456	$5,266
JUNE											
Permits		1	1	3	1	3			9	16	7
Value		$130,000	$2,699,800	$785,000	$32,000	$65,861			$3,712,661	$3,373,450	$851,000
Fees		$412	$26,400	$3,608	$150	$125			$30,695	$3,576	$4,302
JULY											
Permits									0	14	10
Value									$0	$949,000	$1,630,650
Fees									$0	$6,717	$7,919
AUGUST											
Permits									0	11	9
Value									$0	$377,955	$1,802,900
Fees									$0	$3,250	$7,551
SEPTEMBER											
Permits									0	7	8
Value									$0	$324,100	$211,000
Fees									$0	$2,969	$2,063
OCTOBER											
Permits									0	9	7
Value									$0	$ 2,257,000	$ 457,500
Fees									$0	$ 5,305	$ 3,167
NOVEMBER										$305	
Permits									0	11	45
Value									$0	$1,059,579	$3,817,060
Fees									$0	$6,175	$36,660
DECEMBER											
Permits									0	7	7
Value									$0	$645,000	$646,200
Fees									$0	$3,274	$4,046
YEAR-TO-DATE											
Permits	6	12	3	19	4	25	1	6	76	106	126
Value	$10,432,564	$863,813	$2,738,800	$3,330,460	$159,800	$357,390	$96,000	$23,750	$18,002,577	$13,735,196	$16,389,185
Fees	$31,540	$1,742	$26,652	$20,001	$519	$1,333	$340	$180	$82,307	$57,106	$100,229

2014 McAlester Building Permit Log
Commercial Development

	New	Alteration	Addition	Total
Permits	6	12	3	21
Value	$10,432,564	$863,813	$2,738,800	$14,035,177
Fees	$31,540	$1,742	$26,652	$59,934

2014 McAlester Building Permit Log
Residential Development

	New	Alteration	Addition	Total
Permits	19	4	25	48
Value	$3,330,460	$159,800	$357,390	$3,847,650
Fees	$20,001	$519	$1,333	$21,853

City of McAlester- Community & Economic Development Department

Code Violations Activity Report - June 2014

Current Violation Status by Property Location		Violations Summary			
154	Compliant	Clean Up Violations (CU)	64	Sight Obstruction (SO)	0
41	Non-Compliant	High Grass Violations (HG)	151	Grass in Street Violation (GS)	0
0	Need Follow-up	Trailer Violations (TR)	2	Vehicle Violation (VH)	6
195	TOTAL PROPERTIES IN VIOLATION*	Right Of Way Violations (ROW)	1	Others: Sign (SG), Secure (SP), Etc	8
		Poly Cart Violations (PC)	1	TOTAL VIOLATIONS*	233

*Property locations may have more than one violation, therefore totals may not equal.

NOTICE DATE	PROPERTY LOCATION	VIOLATION 1	VIOLATION 2	VIOLATION 3	METHOD	DEADLINE	COMPLIANT
06/03/14	1101 E. DELAWARE	CU			CC	06/13/14	Yes
06/03/14	1906 WHIPPORWILL	HG			Mailed	06/13/14	Yes
06/03/14	339 W. KIOWA	HG	CU		Mailed	06/13/14	Yes
06/03/14	224 W. KIOWA	HG			Mailed	06/13/14	Yes
06/03/14	610 W. CHEROKEE	HG			Mailed	06/13/14	Yes
06/03/14	15 W. COMANCHE	CU	HG		Mailed	06/13/14	No
06/03/14	817 E. DELAWARE	CU			Mailed	06/13/14	Yes
06/03/14	2700 N BIRCH V/L	HG	CU		Mailed	06/13/14	No
06/03/14	2003 N 13TH	CU			Mailed	06/13/14	No
06/03/14	512 W. MADISON AVE	HG	CU		Mailed	06/13/14	No
06/03/14	33 E. JEFFERSON	SP			Mailed	06/13/14	Yes
06/03/14	625 SHORT STONEWALL	SP			Mailed	06/13/14	Yes
06/04/14	1210 E ADAMS AVE	CU	VH		CC	06/14/14	Yes
06/04/14	1212 E ADAMS AVE	CU			CC	06/14/14	Yes
06/04/14	206 W. JACKSON/728 N B ST	HG			CC	06/14/14	Yes
06/04/14	307 E. JACKSON AVE	HG			CC	06/14/14	Yes
06/04/14	921 N 2ND ST	TR			Hand	06/14/14	Yes
06/04/14	215 E HARRISON AVE	HG			CC	06/14/14	Yes
06/04/14	303 E HARRISON AVE	HG	CU	PC	CC	06/14/14	Yes
06/04/14	3001 N HOPE	HG			CC	06/14/14	Yes
06/04/14	3005 N HOPE	HG			CC	06/14/14	No
06/04/14	3009 N HOPE	HG			CC	06/14/14	Yes
06/04/14	3013 N HOPE	HG			CC	06/14/14	Yes
06/04/14	13 W ROCK	HG			CC	06/14/14	No
06/04/14	29 E SMITH AVE	HG			CC	06/14/14	Yes
06/04/14	3401 N PLUM ST	HG	CU		CC	06/14/14	Yes
06/04/14	807 E LOCUST	HG			CC	06/14/14	Yes
06/04/14	505 W TAYLOR	CU			CC	06/14/14	Yes
06/04/14	507 W TAYLOR	HG	CU		CC	06/14/14	Yes
06/05/14	500 N MAIN	HG			Mailed	06/15/14	Yes
06/05/14	502 N 2ND (508)	HG			Mailed	06/15/14	No
06/05/14	623 SHORT STONEWALL ST	HG			Mailed	06/15/14	Yes
06/05/14	1016 E KIOWA	HG			Mailed	06/15/14	Yes
06/05/14	307 W MONROE	CU			Mailed	06/15/14	Yes
06/05/14	343 W HARRISON	HG			Mailed	06/15/14	No
06/05/14	212 E JACKSON	HG			Mailed	06/15/14	Yes
06/05/14	29 E JEFFERSON	HG	CU		Mailed	06/15/14	No
06/05/14	2612 N LOST	HG			Mailed	06/15/14	Yes
06/05/14	2619 N LOST	HG			Mailed	06/15/14	Yes
06/05/14	637 W. MONROE	HG	CU		Mailed	06/15/14	Yes
06/05/14	429 N C ST	HG			Mailed	06/15/14	Yes
06/05/14	428 W TYLER	HG			Mailed	06/15/14	Yes
06/05/14	215 S C ST	HG			Mailed	06/15/14	Yes
06/05/14	3 W SEMINOLE	HG			Mailed	06/15/14	No
06/05/14	903 E DELAWARE AVE	CU			Mailed	06/15/14	No
06/05/14	325 E HARRISON	HG			Mailed	06/15/14	Yes
06/05/14	516 S 9TH	HG			Mailed	06/15/14	Yes
06/05/14	301 W MONROE AVE (NW B/MONROE/BEHINI	HG			Mailed	06/15/14	Yes
06/05/14	424 W CARL ALBERT PKWY (SE D & CA PKW	HG			Mailed	06/15/14	Yes
06/05/14	W DELAWARE AVE (W OF 521)	HG			Mailed	06/15/14	Yes
06/05/14	600 S OAK (SE OAK & COMANCHE)	HG			Mailed	06/15/14	Yes
06/06/14	410 E COMANCHE	CU	SP		CC	06/16/14	Yes
06/10/14	404 W TAYLOR	HG			Mailed	06/20/14	Yes
06/10/14	710 E COMANCHE	CU			Mailed	06/20/14	Yes
06/10/14	1104 N 6TH	HG	CU		Mailed	06/20/14	Yes
06/10/14	400 E COMANCHE	CU			Mailed	06/20/14	Yes
06/10/14	421 E COMANCHE	CU			Mailed	06/20/14	Yes
06/10/14	511 E COMANCHE	CU			Mailed	06/20/14	Yes
06/10/14	604 E COMANCHE	CU			Mailed	06/20/14	Yes
06/10/14	608 E COMANCHE	CU			Mailed	06/20/14	Yes

NOTICE DATE	PROPERTY LOCATION	VIOLATION 1	VIOLATION 2	VIOLATION 3	METHOD	DEADLINE	COMPLIANT
06/10/14	1505 S 9TH	HG			Mailed	06/20/14	N
06/10/14	2008 WHIPPOORWILL	HG			Mailed	06/20/14	Yes
06/10/14	CNR STRONG/WYANDOTTE & 6TH/WYAN	SG			Mailed	06/20/14	No
06/11/14	1412 E OSAGE	CU	VH		CC	06/21/14	Yes
06/11/14	400&408 W SEMINOLE	CU	VH		CC	06/21/14	Yes
06/11/14	1300 E SEMINOLE	HG			CC	06/21/14	Yes
06/11/14	1000 S MAIN ST	HG			CC	06/21/14	Yes
06/11/14	1010 S MAIN ST	HG			CC	06/21/14	Yes
06/11/14	1308 S 2ND	HG			CC	06/21/14	Yes
06/11/14	630 N C ST	CU			CC	06/21/14	Yes
06/11/14	510 E PARK	HG			CC	06/21/14	Yes
06/11/14	511 E PARK	HG			CC	06/21/14	Yes
06/11/14	606 E PARK	HG			CC	06/21/14	Yes
06/11/14	610 E PARK	HG			CC	06/21/14	Yes
06/11/14	321 E MONROE	HG			CC	06/21/14	Yes
06/11/14	310 W DELAWARE	HG			CC	06/21/14	Yes
06/11/14	314 W DELAWARE	HG			CC	06/21/14	Yes
06/11/14	610 E COURT	HG			CC	06/21/14	Yes
06/11/14	1403 E OSAGE	CU			CC	06/21/14	Yes
06/12/14	407 E SEMINOLE	CU			Mailed	06/22/14	Yes
06/12/14	513 E SEMINOLE	HG	CU	SP	Mailed	06/22/14	Yes
06/12/14	1321 S 3RD	HG	CU		Mailed	06/22/14	No
06/12/14	V/L NEXT TO 707 W HARRISON	HG			Mailed	06/22/14	Yes
06/12/14	707 W HARRISON	HG	SP		Mailed	06/22/14	Yes
06/12/14	220 W MONROE	HG			Mailed	06/22/14	Yes
06/12/14	206 W MONROE	HG			Mailed	06/22/14	Yes
06/12/14	BTWN 221 & 225 S 3RD	HG			Mailed	06/22/14	Yes
06/12/14	424 E COURT	CU	SP		Mailed	06/22/14	Yes
06/12/14	519 E PARK	HG	CU		Mailed	06/22/14	No
06/12/14	608 E COURT	HG			Mailed	06/22/14	Yes
06/12/14	926 E COMANCHE	HG	CU		Mailed	06/22/14	No
06/12/14	1107 S ELM	CU			Mailed	06/22/14	Yes
06/12/14	1130 S ELM	HG	SP		Mailed	06/22/14	Yes
06/12/14	412 S B	HG			Mailed	06/22/14	Yes
06/12/14	320 W SEMINOLE	HG			Mailed	06/22/14	Yes
06/12/14	600 N A ST	HG			Mailed	06/22/14	Yes
06/12/14	629 N C ST	HG			Mailed	06/22/14	Yes
06/12/14	428 W HARRISON	HG	CU		Mailed	06/22/14	Yes
06/12/14	316 E COMANCHE	CU			Mailed	06/22/14	Yes
06/12/14	527 W CHEROKEE	HG	CU	VH	Mailed	06/22/14	No
06/12/14	NW FILLMORE & B	HG			Mailed	06/22/14	Yes
06/12/14	1600 S MAIN ST	HG			Mailed	06/22/14	Yes
06/12/14	1558 S MAIN ST	HG			Mailed	06/22/14	Yes
06/12/14	1530 S MAIN ST	HG			Mailed	06/22/14	Yes
06/12/14	413 E SEMINOLE	CU			Mailed	06/22/14	Yes
06/12/14	415 E SEMINOLE	CU	HG		Mailed	06/22/14	Yes
06/12/14	1500 BLK WADE WATS	ROW			Verbal	06/19/14	Yes
06/18/14	1539 S 5TH ST	HG			Mailed	06/28/14	Yes
06/18/14	1609 S 5TH ST	CU			Mailed	06/28/14	Yes
06/18/14	420 E SOUTH AVE	HG			Mailed	06/28/14	No
06/18/14	731 S 3RD	CU			Mailed	06/28/14	Yes
06/18/14	733 S 3RD	HG			Mailed	06/28/14	Yes
06/18/14	1519 E OSAGE	CU			Mailed	06/28/14	Yes
06/18/14	1606 E WICHITA	HG			Mailed	06/28/14	No
06/18/14	724 E MIAMI	HG			Mailed	06/28/14	No
06/18/14	717 E MIAMI	HG			Mailed	06/28/14	Yes
06/18/14	301 E MIAMI	HG			Mailed	06/28/14	No
06/18/14	215 E MIAMI	HG			Mailed	06/28/14	Yes
06/18/14	300 E CREEK	HG			Mailed	06/28/14	Yes
06/18/14	520 E CREEK	HG			Mailed	06/28/14	No
06/18/14	525 E CREEK	CU			Mailed	06/28/14	Yes
06/18/14	413 E CREEK	HG			Mailed	06/28/14	Yes
06/18/14	1120 S 2ND	HG			Mailed	06/28/14	Yes
06/18/14	1019 S 3RD	HG			Mailed	06/28/14	No
06/18/14	1201 S 3RD	HG			Mailed	06/28/14	Yes
06/18/14	1215 S 3RD	HG			Mailed	06/28/14	Yes
06/18/14	1325 S 3RD	HG	CU		Mailed	06/28/14	Yes
06/18/14	1401 S 3RD	HG			Mailed	06/28/14	Yes
06/18/14	207 E PEORIA	HG			Mailed	06/28/14	Yes
06/18/14	1117 S 5TH	HG			Mailed	06/28/14	Yes
06/18/14	214 W TAYLOR AVE	HG			Mailed	06/28/14	No
06/18/14	34 W SENECA	CU			CC	06/28/14	Yes
06/18/14	40 W SENECA	CU			CC	06/28/14	Yes
06/18/14	511 E LOCUST	HG			CC	06/28/14	Yes

NOTICE DATE	PROPERTY LOCATION	VIOLATION 1	VIOLATION 2	VIOLATION 3	METHOD	DEADLINE	COMPLIANT
06/18/14	V/L W DELAWARE AVE	HG			CC	06/28/14	No
06/20/14	1415 S 2ND ST	CU	TR		Mailed	06/30/14	No
06/23/14	402 E MIAMI	CU			Mailed	07/03/14	Yes
06/23/14	301 E CREEK	CU			Mailed	07/03/14	Yes
06/23/14	1200 E SEMINOLE	CU			Mailed	07/03/14	Yes
06/23/14	720 E TENNESSEE	HG			Mailed	07/03/14	Yes
06/23/14	48 W OSAGE	HG			Mailed	07/03/14	Yes
06/23/14	219 W OTTAWA	HG			Mailed	07/03/14	Yes
06/23/14	429 W OTTAWA	CU			Mailed	07/03/14	Yes
06/23/14	51 W OTTAWA	HG			Mailed	07/03/14	No
06/23/14	63 W OTTAWA	HG			Mailed	07/03/14	Yes
06/23/14	200 W CARL ALBERT PKWY	HG			Mailed	07/03/14	Yes
06/23/14	2 W. CARL ALBERT PKWY	HG			Mailed	07/03/14	No
06/23/14	702 W RIDGE	HG			Mailed	07/03/14	No
06/23/14	90 W BREWER	HG			Mailed	07/03/14	No
06/23/14	3114 N ASH	HG	CU		Mailed	07/03/14	Yes
06/23/14	600 W TAYLOR	HG			Mailed	07/03/14	Yes
06/23/14	943 N F	HG			Mailed	07/03/14	Yes

City of McAlester- Community & Economic Development Department
Code Violations Activity Report
Comparison of 2012 & 2013 to 2014

Month	Clean Up Violations			High Grass Violations			Trailer Violations			ROW Violations			Can at Curb Violations		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
January	49	41	61	0	0	0	11	5	2	2	1	0	0	3	5
February	28	42	32	0	0	0	14	0	4	0	1	0	0	5	0
March	30	39	56	30	0	0	5	1	12	0	1	1	0	2	0
April	14	61	57	205	94	44	4	2	5	0	0	0	0	2	5
May	6	10	7	40	307	144	4	5	2	0	0	0	1	0	0
June	42	21	64	87	142	151	5	0	2	3	0	1	11	0	1
July	21	19		41	136		5	4		1	0		13	1	
August	14	13		50	146		8	0		1	0		0	1	
September	24	25		66	68		5	1		0	0		13	5	
October	39	68		51	23		1	14		2	0		0	0	
November	36	25		34	8		4	2		0	0		4	4	
December	12	33		0	0		0	2		1	0		9	3	
Totals	315	397	277	604	924	339	66	36	27	10	3	2	51	26	11

Month	Sight Obstructions			Grass in Street			Other (Signs, Secure, Etc.)			Vehicle Violations			Total Violations		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
January	2	0	0	0	0	0	0	0	1	7	2	3	71	52	72
February	1	0	0	0	0	0	0	1	16	6	5	4	49	54	56
March	3	0	0	0	0	0	0	0	4	0	3	10	68	46	83
April	3	1	0	0	2	1	0	0	1	0	3	4	226	165	117
May	7	0	0	1	9	0	0	0	0	0	1	1	59	332	154
June	3	0	0	2	4	0	0	1	8	8	2	6	161	170	233
July	2	0		16	6		1	0		2	1		102	167	0
August	0	1		34	13		0	0		1	2		108	176	0
September	0	0		32	0		0	0		2	0		142	99	0
October	0	2		0	0		0	0		4	4		97	111	0
November	1	0		0	0		1	0		0	4		80	43	0
December	0	0		0	0		0	0		0	3		22	41	0
Totals	22	4	0	85	34	1	2	2	30	30	30	28	1185	1456	715

Exhibit "B"

Kirk Ridenour, Economic Development Manager
June 2014 Activity Report

Joint Tasks

- (4th – 6th) Attended Southeast Oklahoma's Golf and Striper event with Leroy. Met with site consultants, community leaders, and key members of ODOC. Gathered information about the "dos and don'ts" of site selection from roundtable discussion. Discussed marketing and website design with community leaders.

- (6th) Toured the Industry Park with Leroy, Pete, and the Choctaw Nation. Intending on providing land and support for the construction of a McAlester Recycling Center, which will create 15 jobs.

- (10th) Visited the Rotary Club's luncheon with Leroy, made introductions, and listened to Leroy present material about the department.

- (12th) Toured the Durant Recycling Center to gauge its use with our zoning requirements. Initial department conclusions are that the center will comply with I-1 Light Industrial Zoning criteria. No zoning changes should be necessary.

- (25th) Attended meeting with the Mayor over the potential reopening of the Shawnee – McAlester rail line. Met with community leaders, created a formal group of Mayors to represent each town, and discussed necessary funding.

Individual Tasks

- (10th) Operated video and broadcasting equipment at council meeting for James Stanford.

- (17th) Attended Southeastern's E3 event to discuss trade, transportation, and workforce development. Met key personnel at the Choctaw Nation, USDA, and the Marketing Alliance. Gained further insight into Promise Zone benefits.

- (19th) Toured Airport and vacant FAA building with Butch Mellor for future marketing purposes.

- (20th) Toured Lots B-9 and C-4 with ODEQ for a Phase I Environmental Site Assessment. Further questioning was necessary, but the general idea was that the site would not need a Phase II. This was our next step towards site certification with ODOC.

- (24th) Met with Cully Stevens at First Realty to discuss our intentions to including their property on our website. He was in agreement and said he would get us the information we needed.

- (24th) Gathered data from Bobby Tucker for DEQ about the fire that occurred at the Park in 2007.

- (26th) First Community Poverty Taskforce meeting. Identified existing infrastructure to assist struggling community members. Brainstormed necessary steps to unify those entities.

- (27th – 30th) Vacation

- Listened to Donnie Condit speak at the McAlester Young Professional luncheon. Spoke with the MRHC marketer and recruiter about scheduling a meeting to discuss potential cooperative efforts. Spoke with Sayer Brenner about financing options at the Bank.

Ginny Webb, Executive Assistant & Planning Technician
June 2014 Activity Report

City of McAlester Employment Start Date- Monday, June 2, 2014

► **Tasks**

- Began learning City of McAlester codes, zoning map, etc.
- Assisted Leroy with preparation for Planning Commission & City Council Meetings
- Researched ordinances regarding off-street parking, public art, and mixed use zoning
- Created a rough draft of a public art ordinance
- Completed end of month billing for plumbing and electrical inspections
- Worked with Jayme to create an insert about polycarts for July water bills
- Proofread economic development website, grant applications, agenda items, etc.
- Assisted Main Street with annual work plans, National Register nomination, etc.

► **Meetings Attended**

- Tuesday, June 10th – Attended CEDD staff meeting
- Thursday, June 12th – Toured the Choctaw Nation Recycling Center in Durant
- Tuesday, June 17th – Attended CultureFest planning meeting
- Tuesday, June 17th – Recorded minutes for Planning Commission meeting
- Wednesday, June 18th – Attended Streetscape Meeting with Main Street & Pride
- Friday, June 20th – Attended Streetscape Meeting with Mehlberger Brawley
- Tuesday, June 24th- Attended City Council

Exhibit "C"

City of McAlester
Public Works Department
Monthly Report
June 2014

Engineering:

John C. Modzelewski, P.E., CFM.
- Project Accounting Report attached

Kevin Hardwick
- Project Accounting Report attached

Jennifer Santino
- Project Accounting Report attached

Streets Division:

Timmy Don Adams
- Project Accounting Report attached

Miscellaneous
- Installed 3 new driveway tinhorns.

Water Break Cuts Poured Back	56 yards
Sweeping Streets	32 yards removed
Patching Streets & Water Break Cuts	32.43 ton
Cleaned out Ditches	320 yards removed
Laid Asphalt at the Dog park B & Seneca	108.66 tons
Cleaned Catch Basins	17 yards removed

Traffic Control:
Report Attached

Facility Maintenance:
Report Attached

Water Treatment Plant:

No. of Gallons of Water treated	Flow meter broke
No. of Gallons of Water Used to Backwash Filters	6,588,000
No. of Pounds of Alum Used to Treat Water	117,541
No. of Pounds of Polymer Used to Treat Water	590
No. of Pounds of Caustic Used to Treat Water	81,887
No. of Pounds of Sodium Used to Treat Water	990
No. of Pounds of Copper Used to Treat Water	935

McAlester Regional Airport:
Miscellaneous

- 1st week in June, mowed grass everyday, conference with OAC and LBR, and managed Airport. 2nd week, mowed grass, managed Airport and worked on equipment. 3rd week, mowed grass, had safety meeting with employees, and helped replace clutch on ZTR mower. 4th week , mowed grass & weeded, worked on security gates, and took three days vacation.

Waste Water Treatment Plant:
Miscellaneous

- Both plants ran daily test which consist of approximately four PH test four DO tests four temperature test one settlometer test and three settlability tests on grab samples taken of the effluent, influent, digesters and basins.
- Both plants ran four weekly test which consist catching a sample every hour for six hours then running PH and Temp on every sample then mixing samples and running CBOD and TSS on the influent and effluent and running ammonia on the effluent. Northeast plant ran fecal tests on the effluent upstream and downstream samples twice a week.
- West plant treated approximately 52.4 million gallons of wastewater. Cleaned and wasted 13 drying beds. Cleaned and bleached clarifiers weirs weekly. Mowed and weed eat entire plant as three to four times. Cleaned out and unstopped orifices on both clairifiers, replaced the bottom towbro seal on the south clarifier. Replace blower motor on #3 basin. Unclogged return pump and storm pump. Repaired suction line on #2 pump in main lift station.
- Northeast plant treated approximately 42.8 million gallons of wastewater. Cleaned and wasted 12 drying beds. Cleaned and bleached contact basin and clarifiers weekly. Mowed and weed eat weekly. Replace Chlorine cylinder. Unclogged return pumps several times. Worked on the generator cooling system. Performed maintenance on the screw lift.
- Wastewater maintenance checked all 13 Lift stations daily. Performed repairs and maintenance on the plants. Relocated electrical service at the Katy lift station. Replace floats on colony north lift station. Replaced phone dialer on a lift station.

Total Flow Treated for East Plant (in million gallons)	42.8
Total Flow Treated for West Plant (in million gallons)	52.4

Fleet Maintenance:

Number of Vehicles Worked on Per Department	
Airport	1
Animal Control	1
Cemetery	13
Comm. Development/Codes	4
Engineering	1
Facility Maintenance	1
Fire Department	20
Fleet	29
Landfill	4
Nutrition	1
Parks	20
Patrol	16
Recreation	10
Streets	15
Utility Office	3
Utility Maintenance	13
Waste Water Treatment	14
Water Treatment	1

Utility Maintenance:

Miscellaneous

- Misc. Locates, check on work locations, paperwork, meetings, ect.

Water Break/Leak Repairs	24
Sewer Repairs/Flushed	25
New Water Meter/Can	14
Clean Up	13
Turned Water Off	4
Repair Meter/Meter Leaks	17
Dirty Water/Flush	12
Replace Meter Lid	3
Turn Water on	0
Checked Leak-on Customer	7
No Water Calls	2
Misc. Calls	15
Locates	10
S. Main street water breaks	11

Landfill:

Miscellaneous

- Monthly Tonnage Total: 33.55 Tons

City Mangers Report
Traffic Control 6/1/14 6/30/14

Headed to 9th Street & Hardy Springs , To start painting the Yellow Line down the middle of the road.
Tommy Hill call- Needs a barrel on North 15th Street, Took one there an set up.
I called Bobby at UTM,About barrels at Meeco Atcatic, They are done with them, So I picked them up.
Took more barrels to the Dog Park, So they could do the driveways.
Went back to 9th Street & Hardy Springs.
Started painting yellow lines at Ast & Carl Albert Parkway-Headed North on Ast.
Timmy Adams called- Stop Sign at Birch & Townsend has tree limbs around it, Would I look at it.. I cut them down.
When to Birch & Bolen to cut back some tree limbs from a Stop Sign.
I saw a No Parking Sign on Park st with limbs around it , So I cut them back.
Went back to Ast started with the Yellow Paint .
Took barrels to Fst & Harrison – working on street.
Helpped get big rig across town, On 270.
Meeting with Tommy about 8th Street & Seminole- Took care of it.
Barrels was picked up at Dog Park.
Took barrels to Crisler & Main- Bobby called it in-water line.
Stopped for gas tc-2 97112miles , 26.102 gallons , $94.20 price.
Worked on Payrow- Took to City Barn.
Took more barrels to Tyler & Fst.
Put up (5) No Smoking Signs at the Farmers Market.
Kim called about alley way- between Est & Fst –Putting more barrels and tape off.
UTM called- Needs barrels at Modoc & Nichols Marine.
Checked all work zone.
Took barrel to Electric – for manhole cover-
Picked up barrels at Modoc.
Took barrels to Hunter park.
Painted yellow lines – on 9th from South st to 69 Highway , On A st from Carl Albert to Stonewall.
Painted Ast from Stonewall to Ridge.
Pianted Storewall from Maim to West street.
Picked up barrels from dog park.
Reworked bridge markers – it was hit by a car. 823 E. Seminole.
Had to get gas for the Paint Sprayer took it to 4th Street.
Picked up barrels on Electric & West Street.
Took barrels to 15th Street.
Closed Oklahoma Street & Main Street—Called P.D.
Took barrels an signs to Carl Albert & 2nd Street—Tommy called.
Traffic Control for the Backhole for Street Dept. Carl Albert & 2nd Street.
Took barrels to T.H.Rogers-UTM called (Bobby).

Picked up barrels at 1107 Easy Street.
Took stand up cones to Carl Albert & 2nd Street- An picked up all barrels and signs.
Took barrels to Hunter Park an taped off.
Took barrels to West Street & Monroe Street- (Tommy called)-manhole.
Painted yellow lines on 4th Street – from Electric to Smith Ave.
Went to McAlester Paint Supply for Quote. Took Quote to City Hall.
Reworked – work zone at Main & Oklahoma.
Took barrels to 2nd & Carl Albert and 2nd & Choctow - for road repair.
Painted yellow lines on 2nd Street from Electric to Mill Street.
Painted yellow lines on Krebs Street from Main Street to 7th Street.
Painted yellow lines on 7th Street from Electric to Locust Ave.
Took barrels to Fst & Monroe – (Joe at UTM called).
Picked up all barrels on Oklahoma Street.
Going to check on all work zones.
Took barrels to 15th & Church, Street dept. is ditching.
Took barrels to 4th & Krebs, And lights.
Picked up all barricades from 15th & Church st.
Painted yellow lines on West Electric from Dst to West st.
Painted yellow lines on East Monroe from Main to Strong Blvd.
Made an put up two (2) No Swimming Signs up at the new Disc Golf Coarse.
Set up work zone on Electric Ave, Took them down to one line West and One line East for the construction.(Road repair).
Went to check on work zone at West Adams & Cst, And 2nd & Chrisler.
Reworked work zone at 4th & Krebs.
Went to check other work zones in town.
Reworked work zone & Dropped more barrels & Cst & Adams st.
Reworked work zone at T.H.Rogers & g.c. Renter on South Main st.
Picked up barrels at 2nd & Chrisler.
Rework work zone at 1st & Chrisler.
Removed and replaced Stop Sign at Main & Jackson,Car or something hit it.
Took barrels to Disc Golf Coarse for bridge repairs.
Checked work zone at North F st.
Traffic Control for street dept, for clean up on West Adams & C st.
Picked up all barrels, cones and signs ,but two (2) at West Adams.
Picked up UTM workers at central garage and took them to UTM shop, Backhoe needed work done to it.
Went to Driving Class.
Made signs for Dog Park.
Picked up barrels at Hunter Park.
Picked up barrels on Kimichi Dr.
Took barrels to North 15th for UTM.
Meet with Mel Priddy at the Rotory Park pond, about blocking it off for Relay event.
Took barrels to Dog Park for Park Dept. , to cover holes drilled for shelter.
Took barrels to 333 East Monroe for UTM.
Checked on all work zones.
Picked up barrels at North Hickory & Harrison.

Picked up all barrels at North 15th Street.
Picked up all barrels at the Disc Golf Coarse.
Picked up all barrels at 333 East Monroe.
Picked up barrels at G.C.Rentals.
Picked up cones on Electric to replace them after a car hit them.
Set up work zone on 5th & Monroe for a water line break.
Picked up all barrels at the Dog Park.
Got called about sign down on 69 Highway, Called ODOT it was there sign.(By Mann's Flowers. Yeild sign in meadian).
Got called out for a water break at G.C.Rentals again. (UTM)
Called out for barrels at South Main by Wall's, Water Break, (UTM).
Went to City Hall to see John about sign,(Neighborhoods Program).
Got called about Stop Sign down at 6th & Smith , Put up temp. one until the rain stops.
Picked up cone at 7th & Electric. Car must have hit it.
Went to City Barn, Glen call me for meeting about (TC-2).
Went back to 6th & Smith an put up new Pole, Base used old sign it was good.
Took barrels to 314 West Jackson (Joe) UTM called for them.
We went to Kiamichi School for class for the City. (Heat Stress)
Called out to T.H.Rogers-Need more barrels. I called Doug-Rocks hit some trucks in parking lot.
Moved lanes of Traffic to West bound side on East Electric (New work zone)
Re-worked the tape on work zone at Walls.
Picked up remaining barrels from Rotary Park.
R/R stop sign at Smith & 6th . Car hit it.
Traffic Control for backhole in front of G.C. Rental.
Trimming trees at 2nd & Electric.
Took barrels to 304 West Jackson (UTM)
Took more barrels to 5th & Monroe and taped off with lights.
Removed sign down at Main & Wyandotte, It was fulling off.
Picked up barrels at G.C. Rentals.
Put up two (2) poles with reflective on them on West Locust off Talawand.
Trimmed tree back at Tatward & Stronewall.
Took barrels to 1704 South Street & 5th (UTM) Had to close it off between Edgewood & Red Bud. Called p.d.
1507 Called about a tree in road, Went to look-Blocked off an called Cliff Harrison for chainsaw. Got it cut up.
Had to reset barrels around Walls.
James Roberts called need barrels at T.H.Rogers-Took more over there.
Picked up barrels at Edgewood & Red Bod on 5th street.
Picked up Stop Sign on 96 hightway,m Called the state.
Picked up barrels on Locust.
Put up barrels sane knight
Put lights an barrels at Monroe ,
Traffic Control for police 18 wheeler went off road (highway)
Kim called from City Hall, people can't see to turn off 14th street onto South, I went an trimmed trees back so they can.

Took barrels to 2nd & Carl Albert and Wyandotte for Sat. events.
Closed one lane on strong , Going South from Carl Albert (water break)
City Hall called about a sign at 1170 East Polk, It wasn't a City sign. I did take it to the shop to get it out of the road.
Checking streets where we have barrels out for Cruise Night (Good to go.)
Picking up all barrels / cones and signs off Electric, Its now opened up.
Took more cones to Strong, (next to Wal Greens)
Picked up barrels at West Jackson.
Dropped off barrels at Hickory & Harrison.
Picked up all barrels from Saturdays events.
Marked all poles down town where we are going to put the banners on.
Worked with the Parks Dept. on Carl Albert , Traffic Controled so they could spray the grass.
Picked up no left turn at 2nd street & Carl Albert.
P.D. call—Need to close highway 69 down (There was a bad car wreck) An a chemical spill. That needed to be cleaned up.
I had to go pull the Dates off the sign at 14th street,
Took more barrels to Monroe an taped it all off.

City Managers Report
For June 2014

Repair and cleaned A/C unit at 911 Dispatch
Cleaned water fountain and changed filter at City hall
Changed air filters at City Hall
Repaired A/C unit at City Hall Codes Dept.
Repaired A/C unit at North Town Fire Station
Changed Ceiling tiles at City hall
Repaired A/C and changed filters at Main Fire Station
Cleaned out sewer line at City Hall
Repaired lights at Library
Repaired Traffic Lights at 69 and Hardy Springs
Cleaned out sewer line at detective building
Repaired lights at detective building
Repaired roof leak at South Fire Station
Repaired Toilet at Komar Park
Repaired Treads on stairs at PD
Repaired water leak at detective building
Repaired (6) water leaks at Hunter Park
Replaced Traffic lights with LED's at Main and Ottawa
Repaired leak at City Hall bathroom
Replaced traffic lights with LED's at main and Wyandotte
Repaired toilet at North Town Fire Station
Cleaned and repaired A/C unit at Oak Hill
Set up Temporary Electrical panel at Rotary Park
Changed locks at Gun Range
Repaired lock at Recycle center
Repaired light at Chadick park
Helped with installing sun shades at Dog Park
Unstopped sink at city hall
Removed temporary electrical panel from rotary park

Exhibit "D"

City of McAlester
Community Services
Monthly Report
June , 2014

Land Maintenance:
Sherman Miller, Supervisor

- Set (2) drinking fountains, (2) shelters and (2) false fire hydrants. Mounted Dog bone plaques on fence and turned on the water at Central Bark.
- Started mosquito fogging 3 nights per week.
- Picked up litter in all City parks and Pool areas
- Completed service on all equipment as needed
- Applied roundup to City parks and numerous other areas
- Right of way mowers mowed 69 Bypass, North & South Main, open alleys and numerous other areas that required mowing
- Prepared areas for (4) scheduled events
- Inspected playground equipment and fall surfaces
- Helped Street dept. with (2) projects
- Attended (2) Safety Training classes
- Sprayed insecticide on trees and shrubs
- Trimmed trees & shrubs at various locations in City
- Cleaned (2) blind corners
- picked up several broken and downed limbs off of City streets
- Park's mowers and inmate crew mowed 33 locations, (4) times in the month of June – totaling approx. 600 acres

EXPO:
Jerry Lynn, EXPO Mgr.

(See attached report)

NUTRITION:
Diane Chadsey, Supervisor

- 4,069 meals served (open 21 days)
- 217 seniors participated in our enhanced fitness class

- The vans transported: 481 Seniors and made: 938 Trips

The two Van Drivers and Site Manager took the Defensive Driving Course 6-17-14.

OakHill Cemetery :
Rusty Clifton, Sexton

▪ Cemetery lot sales speculative	7
▪ Cemetery lot sales actual (city)	2
▪ Catholic Section	2
▪ Masonic Section	4
▪ Monument Co. Assistance, taping, & staking	5
▪ Monument Co. Engraver Asst.	3
▪ Genealogy Inquiries	25
▪ Location Search (friends & family)	50
▪ Funerals/Burials	4
▪ Inquiries from Florist	60

Lots of rain and the grass is growing fast.

Parks & Recreation:
B.J. Boatright, Supervisor

- unload food truck every Monday for Nutrition
- Clean all park bathrooms 1 to 3 times daily
- Clean SkatePark daily
- Set up gym for exercise 3 times a week
- Pick up trash on Choctaw 2 times a week
- Mowed Rotary, Strong Monument, Thunderbird Park & Disc Golf Course
- Check and work on pools everyday (Clifford)
- set walking bridge at Disc Golf Course
- fix waterbreak at Chadick Park & Pool
- poured concrete and fixed fence at Chadick

SOUTHEAST EXPO CENTER
June 2014 Report

See attached Reports	**Current Month**	**Fiscal Year-to-date**
Event Attendance	11,598	92,434
Rental Income	$5,550.50	$80,850.50
Concession Income	0.00	$52,907.97
Catering Income	0.00	$341.00

Managerial Task of Daily Operations & Scheduling of Events

Manage all daily operations and schedule events.
Coordinate and schedule July 4th Celebration and activities.
Follow up on PSO and Centerpoint Incentive project for Expo A/C.
Upload "Expo Events" to City's website.

Repairs & Maintenance/Events

Daily – work events; maintain and set up facility for each event; make necessary repairs to maintain a professional standard.

SOUTHEAST EXPO CENTER

June 2014 - RENTAL INCOME

DATE	PAYMENT	RECEIPT #	EVENT	DATE OF EVENT
Y-T-D	$ 75,300.00			
6-6-14	$65.00	703906	Wedding	6-14-14+
6-9-14	$445.00	704508	Savanna Graduation	5-9-14+
6-10-14	$875.00	39886	SE District 4-H Shoot Out	5-3-14+
6-11-14	$2,125.00	705237	Italian Festival	5/16-18/14+
6-13-14	$50.00	39887	Birthday Party	9-20-14+
6-13-14	$315.00	39888	Wedding & Reception	8-17-14+
6-13-14	$130.00	705820	LP Gas	5-6-14+
6-13-14	$130.00	705688	Court Mediations	6-20-14+
6-16-14	$125.00	706385	OU/DHS Region 4 Quar.	5-27-14+
6-24-14	$20.00	39889	Italian Festival – RV	5/16-17/14+
6-24-14	$1,075.50	708258	C. N. –Guys Day Out	8-16-14+
6-26-14	$65.00	Conf. #08564A	Kennedy-Baby Shower	6/28/14+
6-30-14	$65.00	39890	Lay –Shower	6-21-14
6-30-14	$65.00	Conf. #092937	AEP Training Workshop	7-16-14+
MONTHLY TOTAL	$ 5,550.50			
Y-T-D TOTAL	$ 80,850.50			

SOUTHEAST EXPO CENTER

JUNE 2014 ATTENDEES

DATE	EVENT	ATTENDANCE *
	Beginning y-t-d total	**80,836**
5/17-18/14	Italian Festival (not included on May report)	8,000
6/3/14	BASS Nation Fishing Tournament Dinner	250
6/5/14	Sunbelt Baseball Tournament Dinner	1,650
6/7/14	National Wild Turkey Federation Annual Banquet	400
6/7/14	Shower	30
6/7/14	Reunion	40
6/12/14	Eastern OK Youth Services Training	40
6/14/14	Wedding & Reception	70
6/14/14	Resource Family Training	40
6/14/14	Shower	15
6/14/14	Wedding & Reception	20
6/15/14	Reunion	150
6/17/14	City/Safety	28
6/19/14	Women's Conference	40
6/20/14	Women's Conference	25
6/20/14	Court Mediations	10
6/21/14	Women's Conference	40
6/21/14	Shower	35
6/21/14	Resource Family Training	30
6/21/14	Birthday Party	20
6/27/14	Mark West Company Picnic	500
6/28/14	Resource Family Training	40
6/28/14	Wedding & Reception	100
6/28/14	Shower	25
	Total	**11,598**
	July 2013-June 2014 Year to Date Total	**92,434**
	*Numbers are approximations	

Exhibit "E"

June 2014 / July 2014 Tourism Report
Kathy Wall

Projects:	**Status:**
PBR/Prison Rodeo meetings	
I am still waiting on Oklahoma Department of Corrections report.	
I am working with the Chamber Board and Choctaw Nation to get PBR started for 2014.	
BASS NATION	
	I have coordinated a meeting for July 25th in Tulsa with representatives from BASS MASTERS, ODWC, Visit Tulsa, Oklahoma Tourism and Connie Morris from LEA. We are looking at three cities in the state to host the BASS MASTERS ELITE SERIES. This will bring thousands of tourism dollars and will cause growth in economic development in the participating communities.
Discover the Dinosaurs	Has booked the Expo for September 9-15, 2014. I will be going to all surrounding schools to help promote and coordinate tours in August.
Harlem Globe Trotters	Trying to get on the 2015 Tour
New City Brochures	Distributing to several Travel Plazas, Travel OK, and hotels. Keeping brochures restocked and mailing per request.

Meetings with Amy Johns & Rodney Briggs

Partnering with The McAlester News Capitol and Briggs Printing on developing a new McAlester Tourism Guide. Amy is getting ready to sale ads. This will make money for the McAlester New Capital and Briggs Printing.
It will be of no cost city of McAlester Tourism department.

Choctaw Nation

Working with Choctaw Nation Tourism Director Lana Sleeper. We are working on several projects at this time. Working on two bus tours from Durant to McAlester.

Pollaro Media

On June 25th the Choctaw Nation sent Pollaro Media to the City of McAlester to film a tourism video and commercial for the Choctaw Nation and the City of McAlester.
I met Sean Pollaro at 9 am and finished at 11 pm that day. We spent the entire day filming at various locations, such as the Masonic Temple, Rainbow Girls Temple, Historic Old Town and Down Town McAlester, Tannehill Museum, Whispering Meadow's Winery, Pete's Place, Whistle Stop Bistro, J.J. McAlester House and several other destinations in our great city.

We are hoping to post the McAlester video on the City of McAlester website as soon as they are finished editing. This was great exposure for our city and the Choctaw Nation. The next day I emailed Sean, thanking them for coming.

Here is a copy of their response.

> I'm very gracious for your hospitality and amazed that you stuck with us for so long. Most people would've checked out at 5pm but you we're out there at 11pm shooting time-lapses with us. That's pretty awesome! I can tell that you have a genuine passion for the history and people of McAlester and I hope we can help you promote it further. Thanks so much!
>
> **Sean Pollaro**

Hotels	Delivering broachers to hotels. I will hold a hotel meeting on July 28th at the Expo.
Celebrity Attractions	They contacted me, saying they are still trying to match a show that will fit in our venue.
Culture Fest	Working with Main Street, PIM, the Chamber, SOFA. August 16th is date set for Culture Fest. I have taken over all the vendor registration at this time to help.
Funny Pack Entertainment	We are working on dates at this time.
Headline Booking Group	I contacted them trying to book Carrie Underwood, or other famous County Superstars. They have called back and we are trying to work out an agreement with one of the performers on tour.
Water Park	Still meeting on Water Park, we're deciding on which company to go with, concerned on funding. Tony Korp went to council to ask for $33,000.00, the beginning stages of the Water Park.
Travel Ok	Sending follow-up post cards for people requesting information on McAlester monthly. Sent 683 in June.

Junk Hippy Road Show

After speaking with Kristin with Junk Hippy Road Show I was able to persuade them to have two shows a year in McAlester instead of one. They are booking another this fall. Their first show had over 4,200 attendees in a one day show.

Attending:

Attended Kiamichi Country Meeting on May 28th

Serving on NUC Council and attending all meetings

Working every other Saturday at Movies in the Park with other city employees.

Advertising with;

- Travel Ok online (Free)
- Social Media (Free)
- Livability Magazine
- Kiamichi Country
- Travel Ok New 2014 Travel Guide
- Lake Eufaula Guide

National Boat Races

The Pittsburg County Reserve, voted to work with this organization as a fund raiser. This will help buy protective gear, and other needed equipment. In 2015 I will be going to Grove, to see set up and how it works for the community.

Oklahoma Realtors Meeting

This group will be here on **July 10th** . They will be meeting at The Grand, and then walking to our downtown area to shop, with their discount coupons supplied from McAlester Main Street. They have increased their number from 35 to 75 to attend this meeting. I have welcome packets ready for them, and will be delivering welcome packets to The Grand.

Congressional Meeting

I was asked to set up a **Congressional Meeting August 8, 8:30 - 10:00 a.m.** I have made those arrangements at The Meeting Place. I have welcome packets ready to hand out.

Travel Sunrise Bus Tours

Put together a bus tour from St Louis, MO., to stop in McAlester, for the fall of 2014. - waiting to hear back from them at this time.

Peoria Charter Bus Tours

Put together a bus tour from Peoria, IL., to stop in McAlester - waiting to hear back from them at this time.

Exhibit "F"

City of McAlester
Finance Department
Monthly Report
June 2014

Finance Division; Toni Ervin, CFO

Finance:

- See Attached financial reports.
- Processed accounts receivable, business license, hotel taxes, check reconciliation, utility bad debt, and cash collections reconciliation, grant folder information
- Channel 21 programs.

Accounts Payable:

- Process invoices for payment, city utility payments, purchase orders
  Bids: JUNE 3RD - BID OPENING FOR THE NEW AMBULANCE

Human Resources:

- Head count: 205 Full time; 73 part time See attached report.
  Job openings: 6
  New Hires: 0 full-time; 0 part-time Retirements: 2 Left Employment: 3

Payroll:

- Processed payroll for Non-Uniform, Retirees, Police and Fire Union wages. Processed employee benefits, Oklahoma Tax Commission and Federal Taxes. Maintains Leave balances for all employees.

Court:

- See attached report

Utility Billing & Collections:

- Process daily cash collections, customer service, bills, late notices, drafts and miscellaneous

Utility water accounts per class: current

Residential: 6,411 Commercial: 1,008 Bulk Water 9

Service Orders: Meter Readers and Utility Maintenance
Totals by Job Code

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
OFF - TURN OFF SERVICE	93	9	0	0	3
OCC - OCCUPANT CHANGE	58	3	0	0	1
ON - TURN ON SERVICE	72	1	1	0	3
RR - RE-READ (AFTER BILLING	56	3	2	0	0
SWAP METER SWAP	27	13	1	0	1
CHK - CHECK MTR DAMAGE/REPLA	3	18	0	0	0
FLUSH - SEWER FLUSH	1	1	0	0	0
W FLU - WATER FLUSH	1	4	0	0	0
MISC - MISCELLANEOUS	0	1	0	0	0
LEAK - LEAK/CITY SIDE	0	4	0	0	0
SLEAK - SEWER LEAK	0	2	0	0	0
NO WA - NO WATER	1	0	0	0	0
TOTAL ALL CODES	312	59	4	0	8

Monthly Transactions

TYPE	COUNT	AMOUNT
ADJUSTMENT	702	10,665.38CR
BILL	7,742	718,081.12
CUTOFF	169	4,225.00
APPLIED DEPOSIT	89	8,385.00CR
LATE CHARGE	1,834	16,957.90
MEMO	1,550	0.00
PAYMENT	5,886	619,562.89CR
REFUND CHECK	38	1,799.53
DRAFT	885	78,747.96CR
WEB PAYMENT	476	51,880.61CR
DEPOSIT	101	10,430.00
REVERSE PAYMENT	5	322.45
TOTAL FOR PERIOD	19,477	17,425.84CR

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS - 07/2014

Analysis A - These numbers are calculating by evenly dividing budgets and multiplying projections. (ie: 9 months divided by 12)

Fund			Budget for year	YTD Collections JULY 2014	% of the year complete (01/12)	Projected Year End	Budget less Projected	Budget (01/12)	Projected Annual Difference (over budget)
01	General	2 cents	7,901,198	678,826	0.0833	8,145,914	(244,716)	658,433	(20,393)
26	Educational	0.25cent	987,650	84,853	0.0833	1,018,239	(30,589)	82,304	(2,549)
30	Economic Development	0.25cent	987,650	84,853	0.0833	1,018,239	(30,589)	82,304	(2,549)
38	Dedicated Sales Tax	1 cent	3,950,599	339,413	0.0833	4,072,957	(122,358)	329,217	(10,196)
			13,827,097	1,187,946		14,255,349	(428,252)		(35,688)

Analysis B - These numbers are calculating by using three year average numbers for percentage of year completion on total collections and

Fund			Budget for year	YTD Collections JULY 2014	% of year collected (3 yr average)	Projected Year End	Budget less Projected	Budget per 3 year average	Projected Annual Difference (over budget)
01	General	2 cents	7,901,198	678,826	0.0876	7,752,226	148,972	691,871	13,045
26	Educational	0.25cent	987,650	84,853	0.0876	969,028	18,622	86,484	1,631
30	Economic Development	0.25cent	987,650	84,853	0.0876	969,028	18,622	86,484	1,631
38	Dedicated Sales Tax	1 cent	3,950,599	339,413	0.0876	3,876,113	74,486	345,935	6,522
			13,827,097	1,187,946		13,566,395	260,702		22,828

Current Year - General Fund Collections		Collections Average based on General Fund Only. 2011-2012	%of year	2012-2013	%of year	2013-2014	%of year	3 yr average
1,187,946	JUL	683,545	0.0820	744,546	0.0963	638,883	0.0844	0.0876
	AUG	679,990	0.0816	638,574	0.0826	632,369	0.0835	0.0826
	SEP	676,593	0.0812	642,133	0.0831	619,254	0.0818	0.0820
	OCT	746,880	0.0896	663,465	0.0858	602,907	0.0796	0.0850
	NOV	656,722	0.0788	606,497	0.0784	621,063	0.0820	0.0798
	DEC	654,341	0.0785	665,163	0.0860	655,147	0.0865	0.0837
	JAN	743,509	0.0892	667,177	0.0863	653,898	0.0864	0.0873
	FEB	719,618	0.0863	657,434	0.0850	658,527	0.0870	0.0861
	MAR	694,010	0.0833	582,693	0.0754	578,831	0.0765	0.0784
	APR	721,688	0.0866	607,303	0.0785	614,862	0.0812	0.0821
	MAY	715,002	0.0858	640,153	0.0828	655,718	0.0866	0.0851
	JUN	642,156	0.0771	616,698	0.0798	639,904	0.0845	0.0804
1,187,946		8,334,053	1	7,731,837	1	7,571,364	1	

CITY OF MCALESTER
2014-2015 SALES TAX: BUDGETED VS ACTUAL

		Total Sales Budget	Actual	(over budget)
		13,827,087.00		
July	8.444%	1,167,559.23	1,188,107.00	(20,547.77)
August	8.378%	1,158,368.36		
September	8.210%	1,135,201.08		
October	8.072%	1,116,076.83		
November	8.164%	1,128,876.57		
December	8.666%	1,198,211.11		
January	8.554%	1,182,763.49		
February	8.828%	1,220,599.93		
March	7.858%	1,086,488.25		
April	8.073%	1,116,239.99		
May	8.588%	1,187,468.85		
June	8.113%	1,121,726.58		
	1			

Exhibit "G"

HEADCOUNT SUMMARY

As of June 30, 2014

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2013-2014	JUNE 2014 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2013-2014	JUNE 2014 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	MAY 2014 ACTUAL FULL-TIME	MAY 2014 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	3	3						3	
TOURISM	CITY MANAGER	1	1		1	0	1	1 P/T POSITION REMAINS OPEN	1	0
ECONOMIC DEVELOPMENT	CITY MANAGER	1	1		1	0	1	1 P/T POSITION REMAINS OPEN	1	0
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	1	1		1	1			1	1
CODE ENFORCEMENT	P&CD	5	5						5	
HUMAN RESOURCES	FINANCE	2	2		1	0	1	1 P/T POSITIONS REMAINS OPEN	2	0
COURT/LEGAL	FINANCE	2	2		4	4			2	4
UTILITY OFFICE	FINANCE	7	7		1	2	1	1 ADD'L P/T POSITION IS BEING USED TO FILL IN WHEN NEEDED	7	2
FINANCE	FINANCE	3	3		1	1			3	1
INFORMATION SERVICES	FINANCE	1	1						1	
TOTAL		**26**	**26**	**0**	**17**	**15**	**4**		**26**	**15**
POLICE	POLICE	36	36						37	
CID (DETECTIVES)	POLICE	8	8						7	
ANIMAL CONTROL	POLICE	1	1						1	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	10						7	1
TOTAL		**59**	**59**	**0**		**0**	**0**		**56**	
FIRE	FIRE	43	41	2				2 F/T POSITIONS REMAINS OPEN (4 for July)	41	2
TOTAL		**43**	**41**	**2**					**41**	
PARKS	COMMUNITY SVC	11	11		2	1	1	P/T POSITION REMAIN OPEN DUE TO SEASONAL EMPLOYEES	11	1
RECREATION	COMMUNITY SVC	2	2		13	12	1	P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	2	11
NUTRITION	COMMUNITY SVC	5	4	1	7	6	1	1 F/T POSITION REMAINS OPEN, 1 P/T REMAINS OPEN	4	7
SWIMMING POOLS	COMMUNITY SVC				33	32	1	P/T POSITION REMAINS OPEN DUE TO SEASONAL EMPLOYEES		32
CEMETERY	COMMUNITY SVC	5	5		1	1			5	1
EXPO	COMMUNITY SVC	3	3		7	6	1	P/T POSITION REMAINS OPEN	3	6
AIRPORT	COMMUNITY SVC	3	3						3	
TOTAL		**29**	**28**	**1**	**63**	**58**	**5**		**28**	**58**

HEADCOUNT SUMMARY CONTINUED

As of June 30, 2014

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2013-2014	JUNE 2014 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2013-2014	JUNE 2014 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	MAY 2014 ACTUAL FULL-TIME	MAY 2014 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	4	4						4	
FACILITY MAINTENANCE	PUBLIC WORKS	3	3						3	
FLEET MAINTENANCE	PUBLIC WORKS	5	5						5	
STREETS	PUBLIC WORKS	13	12	1				1 F/T POSITION REMAINS OPEN	12	
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		**27**	**26**	**1**	**0**	**0**	**0**		**26**	**0**
WASTE WATER	UTILITIES	12	12							
WATER TREATMENT	UTILITIES	7	6	1				1 F/T POSITION REMAINS OPEN	12	
UTILITY MAINT.	UTILITIES	8	8						6	-1
TOTAL		**27**	**26**	**1**					**8**	
GRAND TOTAL		**211**	**206**	**5**	**80**	**73**	**9**		**185**	**73**

Prepared by Sheila Maldonado, HR Coordinator
Generated July 14, 2014

Exhibit "H"

City of McAlester
Police Department
Monthly Report
June 2014

The following information is provided concerning statistics from the McAlester Police Department for January thru June 2014; a comparison for the same time period in 2013 is included:

Activity	**2014**	**2013**	**+/-**
Persons jailed:	1058	751	+41%
Offense reports:	1357	1262	+08%
Total crimes:	2077	1977	+05%
(Crimes of note)			
Assaults	162	157	+03%
Burglaries (inc. burglary from auto)	214	214	0%
Public intoxication	131	89	+47%
Larceny	233	223	+04%
Shoplifting:	97	127	-24%
DUI	62	24	+159%
Drug violation	352	368	-04%
Complete motor vehicle Accident investigations	221	205	+08%
Accidents with injuries	62	59	+05%
Communication center entries	33712	28319	+19%
Citations issued	5711	4352	+31%
Miles patrolled by MPD	44,524 (June 2014 only)		

Community Service Officer Program

Officer Jeremy Busby remained active in the Community Service Officer Program. In the month of June participated in the following:

Communities of Care at Life Church

Pancake eating contest for the "Wounded Warrior Project".

Literacy Council meeting at the Library

Assisted in organizing "McAlester Safe Neighborhood meetings.

Passed out Child identification Kits at several venues.

Training for the month of June 2014 included the following:

Firearms

Prosecution of Child Fatalities and Abuse

Drug Recognition Expert

Law Enforcement Driver Training

Muslim World

Radar/Lidar Instructor

Exhibit "I"

City of McAlester
City Clerk
Monthly Report
Month of May & June 2014

1. Produced minutes for __2__ Regular Council meetings.
   May 13, 2014
   May 27, 2014

2. Produced minutes for __2__ Special meetings.
   May 19, 2014
   May 22, 2014

3. Responded to __3__ Open Records requests.
   May 1, 2014 – copy of minutes from Regular Council meeting of June 22, 2004.
   May 9, 2014 – Breakdown of funds paid to McAlester Public Schools since Education Bond was approved.
   June 9, 2014 – copy of contract with Allied Waste for Solid Waste Disposal.

4. Submitted adopted Ordinances, to date, to Municipal Code for codification.

5. Status of Recodification of Code of Ordinances

   City needs to review draft of Code and schedule Conference Call to review with MuniCode staff.

6. Attended __1__ Bid opening in June.

7. Published _2_ Ordinance(s) adopted during the _May 13, 2014_ meeting.
   Published _1_ Ordinance(s) adopted during the _May 27, 2014_ meeting.
   Published _3_ Ordinance(s) adopted during the _June 10, 2014_ meeting.
   Published _4_ Ordinance(s) adopted during the _June 24, 2014_ meeting.

8. Submitted insurance claims: _2_ – Vehicle Damage
   ___ – Property Damage
   ___ – Property Theft

9. Received notification of settlement or denial of claims submitted to OMAG.

   May 12, 2014; OMAG Claim #137163-BD settled in the amount of $2,088.81.
   May 19, 2014; OMAG Claim #136912-KW settled in the amount of $1,124.31.
   May 9, 2014; OMAG Claim #136887-TW denied, "No liability found on the City's part".
   May 22, 2014; OMAG Claim #137194-TW denied, "No liability found on the City's part".

May 28, 2014; OMAG Claim #136404-ME denied, "Statutorily".
June 25, 2014; OMAG Claim #136916-TW denied, "Statutorily".

10. Filed for damage to City property caused by citizens:

McAlester Police Department report #2014-0160; Citizen ran over "Stop" sign.

Exhibit "J"

McAlester Fire Department
Monthly Activity Report

June	2013	2014	YTD	% INCREASE/ DECREASE
Structure Fires	1	2	12	100%
All Other Fires	9	6	58	-33.3%
Ems	194	214	1201	10.3%
False Alarms	6	11	67	83.3%
All Other Responses	12	18	113	50%

Comments: Union Negotiations,911Board meeting, LEPC meeting, Exercise Meeting, Co Firefighters meeting, Ambulance bids, white powder training,Heat stress training, 4 In Services,HAZ-Mat physicals, Choctaw Tribal Meeting, Firefighter II training, Promotion Board meeting, Cameo training, Ambulance prebuild meeting, Cruze Night,

Station Tours- 1

Fire Investigations - 0
Fire Inspections - 8

Code Enforcement Calls- 5

Council Chambers
Municipal Building
July 8, 2014

The McAlester Airport Authority met in a Regular session on Tuesday, July 8, 2014, at 6:00 P.M. after proper notice and agenda was posted July 3, 2014.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, 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 June 24, 2014, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending July 1, 2014. *(Toni Ervin, Chief Financial Officer)* in the amount of $5020.00.

- Confirm action taken on City Council Agenda Item J, an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item K, an annual Business Customer Service Agreement between U.S. Cellular and the City of McAlester for wireless telecommunication services and equipment. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item L, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item M, an annual agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item N, an annual agreement between Municipal Finance Services, Inc. and the City of McAlester to render

financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 4, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 5, to Adopt and Ordinance of the City of McAlester, Oklahoma amending Chapter 46, Environment, Article II, Nuisances, adding Definitions, to the City of McAlester Code of Ordinances; adding Section 46-33, Declaration of Synthetic Cannabinoids and Incense as a Public Nuisance; Adding Section 46-32, Possession, Use, Sale or Display of Synthetic Cannabinoids and Incense; By adding Section 46-34, Enforcement; Adding Section 46-35, Penalty for Violation by Adding Section 46-36; Providing for Codification, Repealer, Severability and further Declaring an Emergency. *(Councilman Travis Read, Ward 3)*

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 8, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, July 8, 2014, at 6:00 P.M. after proper notice and agenda was posted July 3, 2014.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, John Titsworth, 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 June 24, 2014, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending July 1, 2014. *(Toni Ervin, Chief Financial Officer)* in the amount of $254,945.85.

- Confirm action taken on City Council Agenda Item G, Garrow Construction, LLC's Pay Estimate No. 1 for the 30-inch Water Plant Pump Header Replacement Project at the Water Treatment Plant and authorization for the Mayor to the Contractor's Pay Estimate for the amount of $110,262.36. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item H, authorization of payment to Poe & Associates, Invoice No. 0-203031-8622, in the amount of $57,396.58, for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item I, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 137572-TW. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item J, an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item K, an annual Business Customer Service Agreement between U.S. Cellular and the City of McAlester for wireless telecommunication services and equipment. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item L, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item M, an annual agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item N, an annual agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item O, to Ratify and approve the Declaration of Emergency taken under New Business at the June 24, 2014 City Council Meeting. *(William J. Ervin, City Attorney)*

- Confirm action taken on City Council Agenda Item 4, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 5, to Adopt and Ordinance of the City of McAlester, Oklahoma amending Chapter 46, Environment, Article II, Nuisances, adding Definitions, to the City of McAlester Code of Ordinances; adding Section 46-33, Declaration of Synthetic Cannabinoids and Incense as a Public Nuisance; Adding Section 46-32, Possession, Use, Sale or Display of Synthetic Cannabinoids and Incense; By adding Section 46-34, Enforcement; Adding Section 46-35, Penalty for Violation by Adding Section 46-36; Providing for Codification, Repealer, Severability and further Declaring an Emergency. *(Councilman Travis Read, Ward 3)*

- Confirm action taken on City Council Agenda Item 6, approval of Change Order No. 1, for an extension of six days to the existing contract with Garrow Construction, LLC 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 7, authorizing the Mayor to sign a service contract with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 8, on CIP#3, Second Street Improvements, including design of road and infrastructure improvements for a segment of Second Street from Modoc Avenue to Comanche Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 24, 2014

The McAlester Retirement Trust Authority met in Regular session on Tuesday, June 24, 2014 at 6:00 P.M. after proper notice and agenda was posted June 19, 2014.

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

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

- Approval of the Minutes from the May 27, 2014, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk)*

- Approval of Retirement Benefit Payments for the Period of June 2014. *(Toni Ervin, CFO)* in the amount $82,033.17

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary