



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, July 12, 2011 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle Mayor
Weldon Smith Ward One
Steve Harrison Ward Two
John Browne..... Vice-Mayor, Ward Three
Robert Karr Ward Four
Buddy Garvin Ward Five
Sam Mason Ward Six

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Lance Keeling, Higher Praise Church of God

ROLL CALL

AWARD PRESENTATION

Employee of the Month for June 2011 is Karla Crittenden, Administrative Assistant, City Engineer and Public Works Department.

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 14, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the June 27, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the June 28, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for June 29, 2011 through July 5, 2011. *(Gayla Duke, Chief Financial Officer)*
- E. Consider and act upon, to authorize Mayor to sign the Oklahoma Department of Corrections (Prisoners Public Works) Contract for the 2011-2012 year. *(Peter J. Stasiak, CM)*
- F. Consider and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2011 through June 30, 2012. *(Peter J. Stasiak, City Manager)*
- G. Consider and act upon, authorizing the Mayor to sign:
 - 1) A Financial Advisor Services Agreement between the City of McAlester and Municipal Finance Services, Inc. *(Peter J. Stasiak, City Manager)*
 - 2) An Agreement for Bond Counsel Services between the City of McAlester and The Public Finance Law Group PLLC ("PFLG"). *(Peter J. Stasiak, City Manager)*
- H. Accept and place on file MPower Fiscal Year 2010-2011 - Fourth Quarter Report. *(Shari Cooper, MPower Executive Director)*

- I. Authorize the Mayor to sign XTO Energy, Inc. Division Order for Property No. 109853, JERNIGEN 01-04H Pittsburg County, Oklahoma. The DO is confirmation that the well has reached producing status, provides a legal description of the property and confirms the City's decimal interest in revenues. *(Cora Middleton, City Clerk)*

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 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: A TRACT OF LAND LYING IN LOT 5 AND LOT 6 ACCORDING TO THE SUBDIVISION OF THE E1/2 SE1/4 OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT).
- AN ORDINANCE TO ANNUL, VACATE, CLOSE AND DISCONTINUE ILLINOIS STREET FROM FIFTH STREET TO NINTH STREET, IN THE CITY OF MCALESTER, OKLAHOMA, AND GRANTING OWNERSHIP OF SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS AND DECLARING AN EMERGENCY.
- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider and act upon renewing action taken on June 14, 2011 for a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial). *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon renewing a previous action taken on June 14, 2011 to changing the existing zoning for approximately 267,000 Square foot of land located in Lot 5 and Lot 6 according to the subdivision of the E ½ SE ¼ of Section 13, T5N, R14 East, Pittsburg County, State of Oklahoma.

2. Consider and act upon a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial). *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon changing the existing zoning for approximately 267,000 Square foot of land located in Lot 5 and Lot 6 according to the subdivision of the E ½ SE ¼ of Section 13, T5N, R14 East, Pittsburg County, State of Oklahoma and authorizing the Mayor to sign the attached Ordinance.

3. Consider, act upon and Ratify Ordinance No. 1366. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve, act upon, and ratify Ordinance No. 1366.

4. Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

Executive Summary

A motion to approve the budget amendment ordinance and emergency clause.

5. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc, to repair a portion of the Sandy Creek canal wall. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

Executive Summary

The recommendation is to enter into an agreement with Katcon, Inc., for a Total Bid equal to \$130,397.08, to repair a portion of the Sandy Creek canal wall. The funding source for this project is Account Number 41-5865403.

6. Consider, and act upon, the purchase of one new Case SR200 Skid Steer Loader with attachments. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

Executive Summary

Motion to approve the purchase of one new Case SR 200 Skid Steer Loader with one Tramac hydraulic hammer and one pallet fork with 48" HD tines for a total price of \$44,460.25. The source of funding for this purchase is Account Number 41-5865404.

7. Consider, and act upon, a Memorandum of Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality, and accept a Status Report on City of McAlester's review of future remediation requirements at the National Guard Armory. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

Executive Summary

Motion to approve the Memorandum of Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality, and accept the Status Report which includes the Opinion of Probable Construction Cost to complete the remediation requirements at the National Guard Armory.

8. Consider and act upon a Pledge and Guarantee of document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

Executive Summary

Motion to approve the document and authorize the Mayor to sign after review and approval by City Attorney's Office.

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**RECESS COUNCIL MEETING****CONVENE AS McALESTER AIRPORT AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the June 28, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending July 5, 2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item F, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2011 through June 30, 2012. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item G1 and G2, authorizing the Mayor to sign:
 - 1) A Financial Advisor Services Agreement between the City of McAlester and Municipal Finance Services, Inc. *(Peter J. Stasiak, City Manager)*
 - 2) An Agreement for Bond Counsel Services between the City of McAlester and The Public Finance Law Group PLLC ("PFLG"). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 28, 2011 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending July 5, 2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, to authorize Mayor to sign the Oklahoma Department of Corrections (Prisoners Public Works) Contract for the 2011-2012 year. *(Peter J. Stasiak, CM)*
- Confirm action taken on City Council Agenda Item F, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2011 through June 30, 2012. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item G1 and G2, authorizing the Mayor to sign:
 - 1) A Financial Advisor Services Agreement between the City of McAlester and Municipal Finance Services, Inc. *(Peter J. Stasiak, City Manager)*
 - 2) An Agreement for Bond Counsel Services between the City of McAlester and The Public Finance Law Group PLLC (“PFLG”). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 1, renewing action taken on June 14, 2011 for a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 3, Ordinance No. 1366.
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc, to repair a portion of the Sandy Creek canal wall. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

- Confirm action taken on City Council Agenda Item 6, the purchase of one new Case SR200 Skid Steer Loader with attachments. (*John C. Modzelewski, P.E., City Engineer and PW Director*)
- Confirm action taken on City Council Agenda Item 7, Memorandum of Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality, and accept a Status Report on City of McAlester's review of future remediation requirements at the National Guard Armory. (*John C. Modzelewski, P.E., City Engineer and PW Director*)
- Confirm action taken on City Council Agenda Item 8, a Pledge and Guarantee of document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance. (*John C. Modzelewski, P.E., City Engineer and PW Director*)

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

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

- **Section 307 (B) (1)** – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2011 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 14, 2011

The McAlester City Council met in Regular session on Tuesday, June 14, 2011, at 6:00 P.M. after proper notice and agenda was posted, June 10, 2011, at 4:39 P.M.

Call to Order

Mayor Priddle called the meeting to order.

Brandon Parker of New Life 4 Today Ministries gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Steve Harrison, John Browne, Robert Karr, Sam Mason & Kevin Priddle
Absent: Weldon Smith & Buddy Garvin
Presiding: Kevin E. Priddle, Mayor

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

Award Presentation

Mayor Priddle presented Lori Stevens as May 2011 Employee of the Month. Ms. Stevens received a Certificate of Appreciation, plaque and a savings bond.

Citizen's Comments on Non-agenda Items

There were no citizens comments.

Consent Agenda

- A. Approval of the Minutes from the May 10, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 10, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the May 19, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- D. Approval of Claims for May 25, 2011 through June 14, 2011. (*Gayla Duke, Chief Financial Officer*) In the following amounts: General Fund - \$112,160.90; Nutrition - \$1,005.85; Landfill Res./Sub-Title D - \$14,366.00; Tourism Fund - \$3150.00; SE Expo Center - \$5,761.40; E-911 - \$3,914.35; Economic Development - \$18,821.91; Gifts & Contributions - \$579.35; Fleet Maintenance - \$17,805.72 and CIP Fund - \$3,378.84.
- E. To authorize the expenditure of \$15.00 for Councilman Steve Harrison registration fee to attend the Department of Commerce Seminar at the Kiamichi Technology Center in McAlester on June 22, 2011. (*Cora Middleton, City Clerk*)
- F. Authorize the Mayor to sign a Resolution directing filing and notification for the publication of biennial supplements to the McAlester City Code of 1972. (*Cora Middleton, City Clerk*) Resolution No. 11-09.
- G. Authorize Mayor to sign a Ratification of Lease on May 13, 2010, between First National Bank & Trust Co., McAlester, Oklahoma and City of McAlester for described equipment: (*Cora Middleton, City Clerk*)
- Custom made Chief-BPI-Brush Pumper Body and Equipment, more particularly described on Exhibit “A” hereto attached and made a part hereof as if repeated at length herein, which has been installed and outfitted on a 2010 Ford CC F3D VIN: 1FDWF3HY2AEA77599 and pledged as collateral.
- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.30451-ME. (*Cora Middleton, City Clerk*)
- I. To authorize the expenditure of \$60.00 for Mayor Kevin Priddle registration fee to attend the MCO Mayors Summer Retreat June 23-25, 2011 in Broken Arrow. (*Cora Middleton, City Clerk*)
- J. To authorize the Mayor to sign an Agreement for Legal Services with Ervin & Ervin, Attorneys at Law, L.L.P. firm. (*Peter J. Stasiak, City Manager*)

Vice-Mayor Browne requested item “H” be removed from the Consent Agenda for individual consideration. Councilman Harrison requested that items “B and E” be removed for individual consideration.

Councilman Mason moved to approve the Consent Agenda items “A, C, D, F, G, I and J.” The motion was seconded by Councilman Harrison. There was no further discussion and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr, Mason & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

Items Removed from Consent Agenda

- B. Approval of the Minutes from the May 10, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

Councilman Harrison moved to approve the corrected Minutes from the May 10, 2011 Regular Meeting of the McAlester City Council. The motion was seconded by Vice-Mayor Browne.

Before the vote, Councilman Harrison commented that the Council had been furnished with a small correction to the first page of that set of Minutes. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

- E. To authorize the expenditure of \$15.00 for Councilman Steve Harrison registration fee to attend the Department of Commerce Seminar at the Kiamichi Technology Center in McAlester on June 22, 2011. *(Cora Middleton, City Clerk)*

Vice-Mayor Browne moved to authorize the expenditure of \$15.00 for Councilman Steve Harrison registration fee to attend the Department of Commerce Seminar at the Kiamichi Technology Center in McAlester on June 22, 2011. The motion was seconded by Councilman Karr.

Before the vote, Councilman Harrison stated that he felt this Seminar seemed to be a very worth while event. He commented that he was not aware that the City had planned to place this on the Consent Agenda but in the spirit of paying it forward he would pay the fee for any of the other Councilmen that wanted to attend. There was no other discussion and the vote was taken as follows:

AYE: Councilman Browne, Karr, Mason, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.30451-ME. *(Cora Middleton, City Clerk)*

Councilman Karr moved to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.30451-ME. The motion was seconded by Councilman Mason.

Before the vote, there was discussion among the Council concerning the need for more information, what had caused the problem, why the insurance was denying the claim, if backflow preventers were required on all sewer lines, what would happen if the Council did not concur with the recommendation, discussing litigation in Executive Session or in public and the Council's ability to discuss the tort claim process.

Manager Stasiak stated that this discussion was why the City turned all claims over to the insurance. He added that Oklahoma Municipal Assurance Group had investigated the claim, they were non-biased and they had professional claims adjusters on staff to handle the various claims that were sent to them.

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

AYE: Councilman Karr, Mason, Harrison & Mayor Priddle

NAY: Vice-Mayor Browne

Mayor Priddle declared the motion carried.

Vice-Mayor Browne moved to open the Public Hearing addressing five (5) ordinances. The motion was seconded by Councilman Harrison. There was no discussion and the vote was taken as follows:

AYE: Councilman Mason, Harrison, Browne, Karr & Mayor Priddle

NAY: None

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

Public Hearing

- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE III, DIVISION 3 INDUSTRIAL USE REGULATIONS, OF THE McALESTER CODE OF ORDINANCES, BY REVISING CERTAIN SECTIONS TO ADD OR REVISE DEFINITIONS; TO REVISE LOCAL DISCHARGE LIMITATIONS; AND TO UPDATE ALL PROVISIONS TO COMPLY WITH THE LATEST FEDERAL GENERAL PRETREATMENT REGULATIONS ADOPTED BY THE STATE OF OKLAHOMA EFFECTIVE JUNE 15, 2007; ALL AS REQUIRED BY STATE AND FEDERAL LAW; 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: A TRACT OF LAND LYING IN LOT 5 AND LOT 6 ACCORDING TO THE SUBDIVISION OF THE E1/2 SE1/4 OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO C-5(HIGHWAY COMMERCIAL DISTRICT

- AN ORDINANCE TO NULL, VACATE, AND CLOSE THE FOLLOWING PLATTED STREET(S) AND ALLEY(S): NINTH STREET FROM THE NORTH SIDE OF VACATED ELECTRIC AVENUE TO THE SOUTH SIDE OF CRISLER AVENUE; MORRIS AVENUE FROM THE EAST SIDE OF PLUM STREET TO THE WEST SIDE OF TENTH; ALLEY IN BLOCK 29, MCALESTER ADDITION; ALLEY IN BLOCK 28, MCALESTER ADDITION; ALLEY IN BLOCK 34, MCALESTER ADDITION; ALLEY IN BLOCK 35, MCALESTER ADDITION; GRANTING OWNERSHIP OF SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS
- AN ORDINANCE AMENDING CHAPTER 82; OFFENSES AND MISCELLANEOUS PROVISIONS, CREATING SECTION 82-3, RESTRICTION ON SALES OF PSEUDOEPHEDRINE, OF ARTICLE I., IN GENERAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES
- AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2011-2012; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There were no comments on any of the ordinances from the Council or citizens. Vice-Mayor Browne moved to close the Public Hearing. The motion was seconded by Councilman Harrison and the vote was taken as follows:

AYE: Councilman Harrison, Mason, Browne, Karr & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:25 P.M.

Scheduled Business

1. Consider and act upon the correction of the attached Quit Claim Deed. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve and act upon the correction of the attached Quit Claim Deed and authorizing the Mayor to sign the corrected Deed.

Councilman Harrison moved to approve the correction to the Quit Claim Deed and authorize the Mayor to sign the corrected Deed. The motion was seconded by Vice-Mayor Browne.

Before the vote, Manager Stasiak stated that the City had been contacted by a private organization to locate a piece of property that had an incorrect block number in 1977 this Deed had been incorrectly recorded as Block 271 and should have been Block 27, City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma. He added that the City had unsuccessfully tried to locate the original individuals that had signed the Deed.

Mayor Priddle asked City Attorney Ervin how this could be corrected if the original grantors could not be found.

City Attorney Ervin commented that as the owners of the property the City could sign the Deed to correct the error. There was no further discussion and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr & Mason

NAY: None

ABSTAIN: (counted as no) Mayor Priddle

Mayor Priddle declared the motion carried.

2. Consider and act upon two amendments to airport consultant LBR's contract with City of McAlester. (*Mel Priddy, Director Community Services*)

Executive Summary

Motion to approve amendments to LBR's contract with the City of McAlester.

A motion was made by Councilman Karr and seconded by Vice-Mayor Browne to approve two amendments to airport consultant LBR's contract with City of McAlester.

Before the vote, Mel Priddy stated that the Airport Consultant had asked that the Council approve the two (2) amendments to their contract. He added that this work was outside the scope of the original contract. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Karr, Mason, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

3. Consider, and act upon, award of bid to J.S. Haren Company for the construction of the Water Treatment Plant Filter and Clearwell Improvements project and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with J.S. Haren Company in an amount of \$414,900.00. (*David Medley, Utilities Director*)

Executive Summary

Motion to award of bid for Water Treatment Plant Filter and Clearwell Improvements project and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with J.S. Haren Company of Athens, Tennessee in an amount of \$414,900.00.

A motion was made by Councilman Harrison and seconded by Councilman Karr to award a bid to J.S. Haren Company for the construction of the Water Treatment Plant Filter and Clearwell Improvements project and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with J.S. Haren Company in an amount of \$414,900.00.

Before the vote, David Medley informed the Council that on June 2, 2011, the Utilities Department opened bids for a project for renovations of three (3) of the Water Treatment Plants

rapid sand filters, installation of filter piping modifications and repair of the Clearwell. He stated that four (4) bids had been received. After review of the documentation and checking the contractors references the Engineers and the Utilities Director feel confident that J.S. Haren Company would complete the project in a professional manner. He added that funds were available in the Economic Development account for this project.

There was discussion among the Council regarding the City's portion, if all filters would be repaired, why the alternative bid from another company was not accepted, why the bids were so much lower than the engineers estimate, concerns about approving the award before the contract was approved and where the funds for this project would come from.

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

AYE: Councilman Harrison, Browne, Karr, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

4. Consider, and act upon an Ordinance amending Chapter 106, Article III, Division 3 Industrial Use Ordinances of the McAlester Code of Ordinances, by adding and revising certain sections to update all provisions to meet current State and Federal regulations, providing for a severability clause: and declaring an emergency. (*David Medley, Utilities Director*)

Executive Summary

Motion to approve and authorize the Mayor to sign the Ordinance amending Chapter 106, Article III, Division 3 Industrial Use Ordinance.

ORDINANCE NO. 2389

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE III, DIVISION 3 INDUSTRIAL USE REGULATIONS, OF THE McALESTER CODE OF ORDINANCES, BY REVISING CERTAIN SECTIONS TO ADD OR REVISE DEFINITIONS; TO REVISE LOCAL DISCHARGE LIMITATIONS; AND TO UPDATE ALL PROVISIONS TO COMPLY WITH THE LATEST FEDERAL GENERAL PRETREATMENT REGULATIONS ADOPTED BY THE STATE OF OKLAHOMA EFFECTIVE JUNE 15, 2007; ALL AS REQUIRED BY STATE AND FEDERAL LAW; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Karr and seconded by Vice-Mayor Browne to approve **ORDINANCE NO. 2389.**

Before the vote, David Medley explained that the changes were to make provision for the City's Ordinance to comply with all current State and Federal regulations and would not effect the pretreatment program.

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

AYE: Councilman Harrison, Browne, Karr, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

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

AYE: Councilman Browne, Karr, Mason, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

5. Consider and act upon a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial). *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon changing the existing zoning for approximately 267,000 Square foot of land located in Lot 5 and Lot 6 according to the subdivision of the E ½ SE ¼ of Section 13, T5N, R14 East, Pittsburg County, State of Oklahoma and authorizing the Mayor to sign the attached Ordinance.

Vice-Mayor Browne moved to approve a zoning change from R1-B (Single Family Residential) to C-5 (Highway Commercial). The motion was seconded by Councilman Karr.

Before the vote, Manager Stasiak reported that the applicant, Stipe Investments L.L.C., had requested this zoning change and that the Planning Commission at their June 17, 2011, Regular Rescheduled meeting had voted 7 to 1 in favor of recommending the change. He added that there had not been any letters in opposition received at the Planning Commission of this meeting.

Councilman Harrison commented that C-5 was the least restrictive of the commercial zoning areas and he expressed concern that Swallow Drive was a low intensity road and would not be able to withstand the heavy usage. He added that he did not feel this was a good direction for the City.

Vice-Mayor Browne stated that this area was already half way zoned commercial and this was a consolidation of a business in an effort to keep it in the City.

Councilman Karr commented that there wasn't much development in the area.

Wayne Stipe addressed the Council explaining that the tract of land to the south of this property was owned by Stipe Investments and would act as a buffer. He commented that the tract to the north had been more agricultural use in the past. The reason he had requested C-5 was that it included warehouse type business. He added that the vehicle traffic that this area would experience would not be heavy vehicle traffic.

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

AYE: Councilman Karr, Browne & Mayor Priddle

NAY: Councilman Mason & Harrison

Mayor Priddle declared the motion failed for lack of an affirmative vote of four (4). He asked Mr. Ervin if it would be possible for this to be brought back later. Mr. Ervin stated that it could be brought back before the Council.

6. Consider and act upon closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35.

Executive Summary

Motion to approve and act upon closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35 and authorizing the Mayor to sign the attached Ordinance.

ORDINANCE NO. 2390

AN ORDINANCE TO CLOSE THE FOLLOWING PLATTED STREET(S) AND ALLEY(S): NINTH STREET FROM THE NORTH SIDE OF VACATED ELECTRIC AVENUE TO THE SOUTH SIDE OF CRISLER AVENUE; MORRIS AVENUE FROM THE EAST SIDE OF PLUM STREET TO THE WEST SIDE OF TENTH; ALLEY IN BLOCK 29, MCALESTER ADDITION; ALLEY IN BLOCK 28, MCALESTER ADDITION; ALLEY IN BLOCK 34, MCALESTER ADDITION; ALLEY IN BLOCK 35, MCALESTER ADDITION.

Councilman Harrison moved to approve an **ORDINANCE NO. 2390**, Ordinance closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35. The motion was seconded by Vice-Mayor Browne.

Before the vote, Manager Stasiak explained that the applicant had requested the closing of the area listed in the Ordinance and that the Planning Commission had voted unanimously to recommend approval of the closing at their May 17, 2011 meeting.

Councilman Mason commented that he had discussed the first part of the Ordinance with the City attorney and he asked Mr. Ervin to explain the correct wording for the Ordinance.

Mr. Ervin explained that template of the Ordinance contained some language that was misleading and that the words “null, vacate, and” as well as “granting ownership of said property to the abutting property owners” be removed. He also recommended changing the template so that all future Ordinances would be correct.

Councilman Mason moved to amend the original motion to include the modification of the language recommended by the City Attorney. The motion was seconded by Mayor Priddle. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Mason, Harrison, Browne, Karr & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

7. Presentation and Consider and Act Upon, authorizing the Mayor to sign an Ordinance prohibiting the sale/distribution of methamphetamine precursor drugs. This Ordinance makes it illegal for any person to sell, deliver, or distribute any ephedrine, pseudoephedrine, or salts of their optical isomers without a valid prescription issued by a duly licensed physician or supervised physician's assistant and filled by an Oklahoma licensed pharmacist or pharmacy technician. *(Mayor, Kevin Priddle)*

Executive Summary

Motion to approve the Ordinance prohibiting the sale/distribution of methamphetamine precursor drugs.

ORDINANCE NO. 2391

AN ORDINANCE AMENDING CHAPTER 82; OFFENSES AND MISCELLANEOUS PROVISIONS., CREATING SECTION 82-3, RESTRICTION ON SALES OF PSEUDOEPHEDRINE., OF ARTICLE I., IN GENERAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES

Vice-Mayor Browne moved to approve **ORDINANCE NO. 2391**, restricting the sales of Pseudoephedrine. The motion was seconded by Councilman Harrison.

Before the vote, Mayor Priddle stated that he had spoken with the Hospital's doctors staff and they had submitted a letter supporting this Ordinance. He reviewed the discussion from the previous Council meeting regarding this Ordinance and commented that he had met with the local Wal-Mart store manager who expressed his support for this Ordinance. He added that this would not keep people from purchasing pseudoephedrine as long as they had a prescription or purchased the liquid or gel medication.

Travis Read addressed the Council expressing his opposition to the Ordinance.

Representative Renegar addressed the Council expressing again his strong support for this Ordinance.

There was a brief discussion, among the Council concerning that they realized this would not solve the entire problem but could aid in limiting the availability of the substances, the restrictions and inconvenience that this would cause law abiding citizens, this was a better step than not doing anything and scheduling a hearing in October to hear from the District Attorney how this was working.

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

AYE: Councilman Harrison, Browne, Karr & Mayor Priddle

NAY: None

ABSTAIN: Councilman Mason (counted as no)

Mayor Priddle declared the motion carried.

8. Consider, and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2011-2012; providing for severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

Executive Summary

Motion to approve an Ordinance adopting the budget for fiscal year 2011-2012.

ORDINANCE NO. 2392

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2011-2012.

A motion to approve **ORDINANCE NO. 2392**, adopting the Fiscal Year 2011-2012 Budget of the City of McAlester, was made by Councilman Karr and seconded by Councilman Mason.

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

AYE: Councilman Harrison, Browne, Karr, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

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

AYE: Councilman Karr, Mason, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak distributed a current list of the Notices of Violation from the Codes Department. He then expressed his appreciation for the staff's efforts in getting the Budget together and the Council's input.

Remarks and Inquiries by City Council

Councilmen Mason, Karr and Harrison did not have any comments for the evening.

Vice-Mayor Browne commented that Eufaula was having their Mayor's election and it was a three way run-off. He wished one of the candidates, a local business owner, good luck.

Mayor Priddle commented on item three (3) stating that the City had spent millions of dollars over the past years working on the water treatment plant and that the work on the water tanks was on going.

Recess Council Meeting

Mayor Priddle asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Harrison moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Browne and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was recessed at 7:44 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:46 P.M.

Adjournment

There being no further business to come before the Council, Councilman Karr moved for the meeting to be adjourned, seconded by Vice-Mayor Browne.

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

AYE: Councilman Browne, Karr, Mason, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:46 P.M.

ATTEST:

Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
June 27, 2011

The McAlester City Council met in Special session on Monday, June 27, 2011 at 5:30 P.M. after proper notice and agenda was posted, June 21, 2011 at 4:30 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

ROLL CALL

Council Roll Call was as follows:

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin, Sam Mason & Mayor Priddle

Absent: None

Presiding: Kevin E. Priddle, Mayor

Staff Present: Pete Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Gayla Duke, Chief Financial Officer; and Cora Middleton, City Clerk

Workshop

1. Discussion, update and presentation with Municipal Finance Services, City of McAlester's Bonding Representative.

Vice-Mayor Browne moved to open the floor for the discussion, update and presentation with Municipal Finance Services, City of McAlester's Bonding Representative. The motion was seconded by Councilman Harrison.

John Wolfe with Municipal Finance Services and Allan Brooks with The Public Finance Law Group, PLLC addressed the Council presenting various options for both the Economic Development Bonds and the Education Bond issues. During the presentation there was discussion between the Council, Mr. Wolfe, Mr. Brooks and Manager Stasiak regarding possibly refinancing the Economic Development Bonds to take advantage of lower interest rates, restructuring or refinancing the Education Bond, calling some of the bonds early, how payments could be structured, complying with the Charter requirements regarding indebtedness, keeping language in any proposition simple, having the back ground work done and presented to the Council, what revenue or funds might be needed to pledge for refinancing, the difference between Revenue Bond and General Obligation Bonds, who bears the burden of each type and how long it could take to get an election for the voters to consider a proposition. At the end of this discussion, both gentlemen commented that they would start on the preliminary work to draft ballot language regarding the refinancing of the Economic Development Bonds to be submitted to the Council for consideration.

Mr. Brooks briefly reviewed the advantages and disadvantages for Tax Increment Financing (TIF) and what steps had to be taken to create a TIF District.

There was a brief discussion regarding how a districts boundaries could be designated, how long it could take to develop a TIF district, that a Statutory TIF committee had already been created and reestablishing that committee if the Council wished to pursue the development of a TIF District.

There was no vote taken on this discussion.

Adjournment

There being no further business before the Council, Vice-Mayor Browne moved for adjournment. The motion was seconded by Councilman Harrison.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason, Smith & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 7:55 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, June 28, 2011, at 6:00 P.M. after proper notice and agenda was posted, June 24, 2011, at 12:11 P.M.

Call to Order

Mayor Priddle called the meeting to order.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin, Sam Mason & Kevin Priddle

Absent: None

Presiding: Kevin E. Priddle, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Gayla Duke, Chief Financial Officer; Brett Brewer, Fire Chief; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Bill Murdoch addressed the Council expressing his concerns about the recent activities by MPower and their business recruiting efforts.

Timmy Don Adams addressed the Council expressing his appreciation to the Council and the citizens for the recent purchase of the Gradall for use in the Public Works Department.

Tim Diehl, new President of MPower, addressed the Council regarding the recent cleanup activities by MPower at Lake McAlester along Water Works Road. He commented that this was a very good relationship building effort with all of the various organizations that had been involved in the Saturday event.

Consent Agenda

- A. Approval of the Minutes from the May 24, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 26, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- C. Approval of the Minutes from the June 7, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for June 15, 2011 through June 28, 2011. *(Gayla Duke, Chief Financial Officer)* In the following amounts: General Fund - \$126,015.81; Parking Authority - \$146.69; Nutrition - \$1,645.26; Landfill Res./Sub-Title D - \$3,660.00; Tourism Fund - \$5,072.00; SE Expo Center - \$3,144.62; E-911 - \$34,643.08; Economic Development - \$9,700.00; Gifts & Contributions - \$12,443.79; Fleet Maintenance - \$11,859.35 and CIP Fund - \$1,399.33.
- E. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 30527-ME. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, to authorize Mayor to sign the Kiamichi Area Nutrition Project, Inc. Contract for July 1, 2011 and ending on June 30, 2012. *(Gayla Duke, Chief Financial Officer)*
- G. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, CM)*
- H. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and MPower Economic Development Corporation. *(Peter J. Stasiak, CM)*
- I. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Pittsburg County Emergency Management. *(Peter J. Stasiak, CM)*
- J. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Oklahomans for Independent Living. *(Peter J. Stasiak, CM)*
- K. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-In-McAlester. *(Peter J. Stasiak, CM)*

Mayor Priddle requested item "E" be removed from the Consent Agenda for individual consideration. Councilman Harrison requested item "G" be removed for individual consideration. Councilman Smith requested item "H" be removed for individual consideration and Councilman Mason requested item "C" be removed for individual consideration.

Councilman Harrison moved to approve the Consent Agenda items "A, B, D, F, I, J and K." The motion was seconded by Vice-Mayor Browne. There was no further discussion and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle
 NAY: None

Mayor Priddle declared the motion carried.

Items Removed from Consent Agenda

- C. Approval of the Minutes from the June 7, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

Councilman Karr moved for approval of the Minutes from the June 7, 2011 Special Meeting of the McAlester City Council. The motion was seconded by Councilman Harrison.

Before the vote, Councilman Mason commented that the minutes recorded that the motion concerning the change in the landfill hours was for the first Saturday of the month and an item listed later on the current agenda stated the second Saturday of the month. He asked if the minutes for the June 7, 2011 Special Meeting needed to be amended.

There was a brief discussion among the Council including the Mr. Ervin and Manager Stasiak about the correct date, if the June 7, 2011 minutes needed to be adjusted and if the minutes were accurate why the specific Saturday had changed.

Mayor Priddle asked Ms. Middleton if she had reviewed the DVD for that particular meeting while preparing the minutes. Ms. Middleton acknowledged that she had and she had understood the Saturday to be the first Saturday of the month.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason, Smith & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

- E. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 30527-ME. *(Cora Middleton, City Clerk)*

Vice-Mayor Browne moved to concur with Oklahoma Municipal Assurance Group's recommendation to deny Claim No. 30527-ME. The motion was seconded by Councilman Harrison.

Before the vote, Mayor Priddle commented that this was the second meeting in a row that a claim denial was on the agenda. There was discussion among the Council and Mr. Ervin regarding the denial of this claim, if any other claims were associated with these same circumstances, if the City had actually installed a backflow device on a citizen's property, how long a citizen had to file a claim, how long the City had to investigate the alleged claim and how the amount of this claim was unknown. During this discussion, Mr. Ervin reviewed the State of Oklahoma's Tort Act and its' associated limits.

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

AYE: Councilman Browne, Karr, Smith, Harrison & Mayor Priddle
NAY: Councilman Garvin & Mason

Mayor Priddle declared the motion carried.

G. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, CM)*

Vice-Mayor Browne moved to authorize the Mayor to sign a contract between the City of McAlester and Main Street Association. The motion was seconded by Councilman Harrison.

Before the vote, Councilman Harrison commented that the signature on the copy of the contract in the agenda was incorrect and would need to be corrected prior to the Mayor signing the contract.

There was discussion among the Council regarding number of years that the Main Street Association had requested funding from the City, that there had not been any regular updates on their activities, the new formal contract with specific requirements, creating a committee to work on developing goals with the Main Street Board, receiving quarterly updates and having the goals set before the contract was signed.

Mayor Priddle named Vice-Mayor Browne, Councilman Smith and Manager Stasiak to the committee to work on developing the goals for the Main Street Program with their Board of Directors.

Councilman Smith moved to table the contract until the first meeting in July, to develop the goals then contract is signed. The motion was seconded by Councilman Mason.

Before the vote, Councilman Harrison asked if this would burden Main Street when meeting their obligations. Ms. Ervin, Main Street Executive Director stated that it would place a burden on the program and that the State required some sort of contribution from the cities involved in the programs. Ms. Duke explained that the Main Street Program would receive payment in July for June. There was discussion about the Committee having the goals ready by the first meeting in July and the short time limit before the deadline for agenda items. Mr. Ervin commented that the contract could be placed on the agenda and then the goals or changes be amended into the contract during the Council meeting.

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

AYE: Councilman Garvin, Mason, Smith, Harrison, Browne, Karr & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

H. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and MPower Economic Development Corporation. *(Peter J. Stasiak, CM)*

A motion was made by Vice-Mayor Browne and seconded by Councilman Harrison to authorize the Mayor to sign a contract between the City of McAlester and MPower Economic Development Corporation.

Before the vote, Councilman Smith commented that he was concerned with the bonus and raise that had been given to the MPower Director while the City was struggling. He stated that he did not feel that it had been good timing. He added that he would also not bump them up 8% but leave them at the current level of funding and see what happens in the next year.

Mayor Priddle stated that there was a motion to modify the MPower contract by changing the funding amount from \$199,452.00 to the current level of funding, estimated at \$185,000.00. The motion was seconded by Councilman Mason.

Before the vote, there was discussion among the Council regarding the amount of funding for the previous years, how all of the contracts funding was calculated and how to correctly modify and consider the contract. Mayor Priddle clarified the motion to be “changing the funding from \$199,452.00 to the current level.” He added the vote would be for only the funding and not the contract. There was no further discussion and the vote was taken as follows:

AYE: Councilman Smith, Karr, Mason & Mayor Priddle

NAY: Councilman Harrison, Browne & Garvin

Mayor Priddle declared the motion carried.

Mayor Priddle restated the motion as “to authorize the Mayor to sign a contract between the City of McAlester and MPower Economic Development Corporation at the modified level of funding.”

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

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle

NAY: Councilman Mason

Mayor Priddle declared the motion carried.

Councilman Karr moved to open the Public Hearing addressing two (2) ordinances. The motion was seconded by Vice-Mayor Browne.

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 7:10 P.M.

Public Hearing

- AN ORDINANCE TO CLOSE THE FOLLOWING PLATTED STREET(S) AND ALLEY(S): NINTH STREET FROM THE NORTH SIDE OF VACATED ELECTRIC AVENUE TO THE SOUTH SIDE OF CRISLER AVENUE; MORRIS AVENUE FROM THE EAST SIDE OF PLUM STREET TO THE WEST SIDE OF TENTH; ALLEY IN BLOCK 29, MCALESTER ADDITION; ALLEY IN BLOCK 28, MCALESTER ADDITION; ALLEY IN BLOCK 34, MCALESTER ADDITION; ALLEY IN BLOCK 35, MCALESTER ADDITION.
- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There were no comments on either of the ordinances from the Council or citizens. Vice-Mayor Browne moved to close the Public Hearing. The motion was seconded by Councilman Harrison and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 7:11 P.M.

Scheduled Business

1. Consider, act upon and Ratify closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve, act upon, and ratify closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35 and authorizing the Mayor to sign the attached Ordinance.

Councilman Garvin moved to Ratify closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35. The motion was seconded by Councilman Mason.

Before the vote, Mayor Priddle explained that this had been brought back from the last meeting because it had been incorrectly listed on that meeting's agenda and this would allow it to be handled correctly. There was no discussion and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason, Smith & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

2. Discussion, and possible action, on approval of the acceptance of a 2012 International 4400 Crew Cab Truck from Homeland Security, and the relinquishment of the current 2006 Ford F-550 we now have in our possession. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the acceptance of a 2012 International 4400 Crew Cab Truck from Homeland Security, and relinquish the 2006 Ford F-550 we now have in our possession.

Councilman Mason moved for approval of the acceptance of a 2012 International 4400 Crew Cab Truck from Homeland Security, and the relinquishment of the current 2006 Ford F-550 we now have in our possession. The motion was seconded by Councilman Harrison.

Before the vote, Fire Chief Brewer explained that Homeland Security had asked that the McAlester Fire Department to return the 2006 Ford F-550 that was used to tow the Hazmat trailer and accept a 2012 International Crew Cab Truck. There was no discussion and the vote was taken as follows:

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

3. Consider and act upon, a Resolution of the City of McAlester to allow reconsideration of prior action. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve and act upon a Resolution for the City of McAlester to allow reconsideration of prior action and authorizing the Mayor to sign the attached Resolution.

Vice-Mayor Browne moved to approve a Resolution of the City of McAlester to allow reconsideration of prior action. The motion was seconded by Councilman Karr.

Before the vote, Manager Stasiak commented that at the last Council meeting there had been a three (3) to two (2) vote to approve a rezoning that had failed. He added that not all of the Council had been present and this would expand the rules to allow an absent member to request reconsideration of a prior item.

There was a lengthy discussion among the Council and Mr. Ervin concerning the previous item not before the Council for consideration, what tools the City had at its disposal for conducting a meeting, how items that have failed could be brought back before the Council, ensuring that all of the citizens have equal representation, how this could be setting a dangerous precedence and using the renew option that was included in Robert's Rules of Order. There was no further discussion and the vote was taken as follows:

AYE: Councilman Browne

NAY: Councilman Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

Mayor Priddle declared the motion failed.

4. Consider, and act upon, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011. (*Gayla Duke, CFO*)

Executive Summary

Motion to authorize the Mayor to sign an Engagement Letter with Cole & Reed P.C.

Vice-Mayor Browne moved to authorize the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011. The motion was seconded by Councilman Harrison.

Before the vote, Ms. Duke explained that the City of McAlester had went out for RFP's for Auditing Services for fiscal year 2010-2011 and had received five (5) proposals with one company declining. She added that the Audit & Finance Advisory Committee had reviewed the RFP's at their meeting on June 15, 2011 and after ranking the RFP's had unanimously agreed to recommend that the City Council award the fiscal year 2010-2011 City of McAlester Financial Independent Audit Services Contract to Cole and Reed, P.C.

Mayor Priddle commented that there had been a good number of quality respondents to the RFP's. Councilman Harrison commented that the not to exceed amount was less than what the current audit was costing. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Mason, Smith, Harrison, Browne, Karr & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

5. Discussion and possible action regarding a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor. (*Vice-Mayor John Browne*)

Executive Summary

Staff recommends that the Council evaluate proposed Resolution creating an Economic Development District in the City of McAlester and providing for a Temporary Sales Tax Rebate Program for businesses in the District.

Councilman Karr moved to approve a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor. The motion was seconded by Councilman Garvin.

Before the vote, Mayor Priddle commented that this was the third time this item had been seen by the Council. He stated that a committee had been formed to work on the project and make recommendations for the development of the process.

There was discussion among the Council, Carol Ervin, Mr. Ervin and Manager Stasiak regarding the areas to be involved in this project, the length of time this project would be in effect, how this project would be managed, how this program could be an example for the State Main Street Programs, policies the Council may want to implement and the changes that Councilman Harrison had made to "Exhibit A" and the Resolution.

Councilman Harrison moved to amend the Resolution as specified in the draft. The motion was seconded by Vice-Mayor Browne. There was no further discussion and the vote was taken as follows:

AYE: Councilman Mason, Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

Councilman Harrison asked if it would be legal to require the participants to be members in good standing in Main Street or should it just be strongly encouraged. Mr. Ervin stated that since this was a voluntary program the City could require membership.

Councilman Harrison moved to amend "Exhibit A", seconded by Vice-Mayor Browne. There was no discussion and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

Councilman Karr moved to approve RESOLUTION NO. 11-10, seconded by Councilman Garvin. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

6. Discussion and review of the proposed changes to the Allied Waste Contract. *(Peter J. Stasiak, City Manager)*

Executive Summary

To review the proposed changes to the Allied Waste Contract.

Vice-Mayor Browne moved to open the floor for discussion and review of the proposed changes to the Allied Waste Contract. The motion was seconded by Councilman Harrison.

Before the vote, Councilman Harrison commented that he had requested this be brought back before the Council. He stated that changes had been made to the contract and he felt it was important to set a date to get the contract addressed.

There was a lengthy discussion among the Council and Mr. Ervin regarding comments and changes to the contract, having additional meetings to address the changes, creating a check sheet that listed who recommended the changes, incorporating parts of the original contract with a new contract and having the Council also review the contract that was in the bid proposal.

Mayor Priddle suggested having a Special meeting the third week of July, a subcommittee or joint meeting with Allied the first week in August and then addressing it at the second regular meeting in August. There was no further discussion and no vote was taken on this item.

7. A. Consider and act upon, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

ORDINANCE NO. 2393

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

Councilman Harrison moved to approve **ORDINANCE NO. 2393**, seconded by Vice-Mayor Browne.

Before the vote, Ms. Duke reviewed the exhibits to the amendment commenting that most were clean up items. She added that the last exhibit was to appropriate settlement proceeds received through a final judgment in a case between Securities and Exchange Commission and UBS Financial Services, Inc. She stated that these proceeds would be used to pay-off capital leases #135 and #136 for a Parks Truck and the Fire Brush Rig.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason, Smith & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

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

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

- B. Consider and act upon, approval of special claims list attached hereto for pay-off of capital leases. *(Gayla Duke, CFO)*

Executive Summary

Motion to approve the budget amendment ordinance and special claims list.

Vice-Mayor Browne moved to approve special claims in the amount of \$47,182.05 from the Debt Service Fund. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

8. Consider and act upon, amending Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. *(Peter J. Stasiak, City Manager)*

Executive Summary

A motion to act upon and approve amending Administrative Policy # 46 establishing the Landfill hours of operation for the public, limiting the length of trailers for access to the facility, and securing loads.

Councilman Karr moved to amend Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. The motion was seconded by Councilman Mason.

Before the vote, Manager Stasiak explained during the June 7, 2011 Special Council Workshop the Council had approved changing the Landfill hours of operation and limiting its use to residents of the City of McAlester. He added that management would like to have the second Saturday of each month with the hours set from 8:00 A.M. to 12:00 Noon.

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

AYE: Councilman Garvin, Mason, Smith, Harrison & Mayor Priddle
NAY: Councilman Browne & Karr

Mayor Priddle declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that as the operations of the City were being reviewed there were some large changes while others were small but meaningful. He stated that while reviewing the phone lines Ms. Duke and Mr. Stanford met with BizTel and were able to eliminate several unused lines saving the City approximately \$1200.00 a month. He informed the Council that yesterday morning the City had received an email from EPA awarding the City the grant for the water plant project and the project would cost the City around \$126,000.00.

Remarks and Inquiries by City Council

Councilman Smith did not have any comments for the evening.

Councilman Harrison commented on the Public Service event that MPower had held the last Saturday. He thanked everyone that had been involved in the project and commented that he looked forward to the other such events that were planned.

Vice-Mayor Browne commented on the progress that was being made on the water storage tank in Third Ward and that he had submitted a letter to the Ethics Board concerning his potential conflict of interest with the Firefighters issues. He hoped that would be settled soon.

Councilman Karr thanked the Street Department and Mr. Modzelewski for the work that had been done on the roads in Fourth Ward.

Councilman Garvin thanked the City Council and the citizens for their thoughts and prayers during his wife's surgery. He inquired about the status of the Electric Chair.

Mr. Ervin commented that the State did not recognize the City's claim to ownership. He added that it would require authorization by the Council on how to proceed.

Councilman Garvin thanked the Street Department and the City Manager for the work in North Gate. He requested that the Dura Patcher begin repairing some of the streets in Fifth Ward. He asked if a street light could be added at the "T" at Cole and Vine. He then thanked the Utilities Department and Manager Stasiak for the repairs to the sewer line behind his house.

Councilman Mason inquired about the advertising for the repairs of the collapsed section of the Sandy Creek Canal Wall. He added that he would like to see Sandy Creed Canal cleaned.

Manager Stasiak stated that drainage system areas had been prioritized and would be addressed in that order.

Councilman Mason requested a copy of that list.

Mayor Priddle commented that the City had not been having problems with discolored water like it had last year during the hot weather. He commended the City for the hard work that had been done to improve the water quality.

Recess Council Meeting

Mayor Priddle asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Harrison moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Browne and the vote was taken as follows:

AYE: Councilman Mason, Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was recessed at 8:47 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:50 P.M.

Adjournment

There being no further business to come before the Council, Councilman Harrison moved for the meeting to be adjourned, seconded by Vice-Mayor Browne.

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

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:51 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

**CLAIMS FROM
JUNE 29, 2011
THRU
JULY 5, 2011**

PACKET: 06078 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00028	"A" PLUS LAWN SERVICE					
		I-10-02930	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	055599	1,250.00
01-A00033	AT&T					
		I-201106222637	01 -5215315	TELEPHONE UTI PHONE EXP-TRUNK CALLS	055569	1,024.14
01-A00170	ADA PAPER CO.					
		I-328101	01 -5548203	REPAIRS & MAI CLEANING SUPPLIES	055601	84.82
01-A00200	ADAMS TRUE VALUE					
		I-212806	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC	055602	58.25
01-A00259	AFLAC FLEX ONE					
		I-773000ER	01 -5653348	DRUG TESTING/ FSA & FLEX MONTHLY FEE	055603	55.00
01-A00267	AIRGAS					
		I-106235402	01 -5543203	REPAIRS & MAI RENTAL ON CO2 BOTTLES	055604	251.24
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201106222639	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	055570	62.95
		I-201106292651	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESPONSE CTR	055583	62.95
		I-201106292651	01 -5865328	INTERNET SERV INTERNET SVS-STREETS	055583	82.95
01-A00435	ALWAYS WELDING					
		I-62411	01 -5542316	REPAIRS & MAI LABOR TO WELD BUFFALO	055607	200.00
01-A00751	ATWOODS					
		I-577/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055608	60.42
		I-585/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055608	77.97
		I-593/9	01 -5544203	REPAIRS & MAI HERBICIDES FOR GRASS	055608	34.47
01-B00180	BEMAC SUPPLY					
		I-S1596073.001	01 -5543203	REPAIRS & MAI RESTROOM PARTS FOR	055614	353.15
		I-S1596337.001	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	126.55
		I-S1596623.001	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	43.93
		I-S1596623.002	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	14.80
		I-S1597479.001	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	19.05
		I-S1598392.001	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	23.64
		I-S1598833.001	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	11.45
		I-S1599665.001	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	11.03
		I-S1599858.001	01 -5543203	REPAIRS & MAI MISC REPAIR PARTS-POOLS	055614	18.97
		I-S1601670.001	01 -5543203	REPAIRS & MAI VALVE FOR HUNTER POOL	055614	17.46
		I-S1602019.001	01 -5543203	REPAIRS & MAI VALVE FOR HUNTER POOL	055615	22.99
		I-S1602036.001	01 -5543203	REPAIRS & MAI VALVE FOR HUNTER POOL	055615	144.11
		I-S1602215.001	01 -5543203	REPAIRS & MAI VALVE FOR HUNTER POOL	055615	14.82
01-B00243	BIG V FEED					
		I-34876	01 -5322202	OPERATING SUP DOG FOOD FOR POUND	055617	80.25

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00486	BRADELY RAY INMAN					
		I-201107012660	01 -5544308	CONTRACT LABO UMPIRE FEES-7 GAMES	055620	175.00
		I-201107012664	01 -5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	055620	200.00
01-B00497	BRANDON BECK					
		I-201107012662	01 -5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	055622	200.00
01-B00594	BUILDERS RENTAL LLC					
		I-1101750	01 -5865218	STREET REPAIR RENTAL FOR CHIPPING HAMME	055623	100.00
		I-1101789	01 -5865218	STREET REPAIR RENTAL ON CAMLOCKS	055623	25.00
01-C00245	CATHEY & ASSOCIATES, L.					
		I-29094	01 -5321202	OPERATING SUP REPAIR 2 BORKEN PICTURE	055624	20.50
01-C00275	CECIL E. WADE					
		I-201107012659	01 -5542308	CONTRACTED SE CONTRACT MOWING-BIG LAKE	055625	555.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201106222638	01 -5215314	GAS UTILITY GAS EXP-315 E KREBS AVE	055571	22.78
		I-201106292652	01 -5215314	GAS UTILITY GAS EXP-EMERGENCY RESP CTR	055584	23.81
01-C00624	COMFORT INN & SUITES					
		I-10-02835	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-10 DAYS LODGE	055627	820.00
01-C00840	CRAWFORD & ASSOCIATES					
		I-MCALEST-11	01 -5215302	CONSULTANTS CONSULTING FEES	055630	149.38
01-C00847	CRYSTAL DATA					
		I-184769	01 -5321202	OPERATING SUP FAX CARTRIDGE	055631	101.41
01-D00006	D & D ELEVATOR INC					
		I-11763	01 -5548316	REPAIRS & MAI MAINT CONTRACT-ELEVATORS	055632	400.00
01-D00143	DAVE'S FITNESS PLUS					
		I-0611-12	01 -5321330	DUES YRLY MEMBERSHIP FEES	055634	1,250.00
01-D00154	DAVID E WALKER					
		I-JUNE-2011	01 -5214302	CONSULTANTS ARBITRATION FEES-FOP	055635	2,291.39
01-D00402	DIAMOND TROPHY					
		I-752666	01 -5542202	OPERATING SUP TENNIS TROPHYS FOR TOURN	055636	248.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-4333-JULY	01 -5214302	CONSULTANTS CITY ATTORNEY - LEGAL FEE	055639	3,125.00
		I-JUNE 2011-2	01 -5214302	CONSULTANTS LEGAL FEES	055639	1,245.00
01-F00038	FED EX					
		I-871748312651	01 -5210202	OPERATING SUP POSTAGE FOR MAILING	055641	17.90

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01-F00170	FIRST NATIONAL BANK					
		I-07042011-#133	01 -5321510	LEASE PAYMENT LEASE #133	055642	5,185.00
01-F00201	FLAMECO FIRE & SAFETY,					
		I-16148	01 -5542316	REPAIRS & MAI HOOD INSPECTION AT STIPE	055643	88.00
		I-16197	01 -5321202	OPERATING SUP RECHARGE FIRE EXT.-UT 56	055643	20.00
01-F00371	LLOYD FIELDS					
		I-458585	01 -5542316	REPAIRS & MAI LABOR FOR PLBG REPAIRS	055645	161.33
		I-458598	01 -5543316	REPAIRS & MAI LABOR TO REPAIR POOLS	055645	105.23
		I-458599	01 -5542316	REPAIRS & MAI LABOR FOR PLBG REPAIRS	055645	64.73
		I-458600	01 -5543316	REPAIRS & MAI LABOR TO REPAIR POOLS	055645	100.40
01-G00010	G & C RENTAL CENTER, IN					
		I-7736	01 -5865204	SMALL TOOLS CONCRETE FINISHING TOOLS	055646	70.00
		I-8445	01 -5547203	REPAIRS & MAI OPEN PO FOR EQUIP RENTAL	055646	438.00
		I-8505	01 -5547203	REPAIRS & MAI OPEN PO FOR EQUIP RENTAL	055646	268.75
01-G00055	G.FARNEY & ASSOCIATES,					
		I-23387	01 -5543206	CHEMICALS CHEMICALS FOR POOLS	055647	4,275.00
01-G00138	GAS MART					
		I-3614-43	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	2.29
		I-3614-44	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	2.29
		I-3614-45	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	2.29
		I-3614-48	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	4.58
		I-3615-27	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	4.18
		I-3615-29	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	2.29
		I-3615-30	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	2.29
		I-3615-36	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055648	2.29
01-G00260	GEORGE HALIBURTON					
		I-430935	01 -5652318	ABATEMENTS CONTRACT MOWING	055649	577.50
01-G00494	GT DISTRIBUTORS, INC					
		I-INV732274	01 -5321324	SWAT 40 MM LAUNCHER FOR SWAT	055651	875.00
01-H00075	HARRIS CONSTRUCTION SER					
		I-478989	01 -5865218	STREET REPAIR HAULING FEE FOR ASPHALT	055653	643.14
01-H00132	HENRY MOSS TRUCKING					
		I-10110	01 -5652319	DEMOLITION DEMO AT 1099 N MAIN AND	055655	2,800.00
		I-10112	01 -5652319	DEMOLITION DEMO AT 1099 N MAIN AND	055655	6,390.00
01-I00061	IKON OFFICE SOLUTIONS,					
		I-5018921431	01 -5321308	CONTRACTED SE METER READ BASE CHARGES	055659	127.26
01-I00110	IMPRESS OFFICE SUPPLY					
		I-032619	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES AS	055660	19.90

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00110	IMPRESS OFFICE SUPPLY		continued			
	I-032631	01	-5321202	OPERATING SUP MISC OFFICE SUPPLIES	055660	108.33
	I-032632	01	-5211202	OPERATING SUP PO PAPER FOR NEW YEAR	055660	71.56
	I-032633	01	-5321202	OPERATING SUP MISC OFFICE SUPPLIES	055660	22.94
	I-032643	01	-5211202	OPERATING SUP PO PAPER FOR NEW YEAR	055660	74.60
	I-032662	01	-5211402	CAPITAL OUTLA OFFICE FURNITURE & FILE	055660	3,089.20
01-I00115	INTERMEDIX TECHNOLOGIES					
	I-201107012663	01	-5432308	CONTRACTED SE EMS BILLING SERVICES	055661	2,321.98
01-I00120	TYLER TECHNOLOGIES					
	I-14907	01	-5225349	SOFTWARE MAIN ANNUAL SOFTWARE MAINT FEE	055662	26,433.10
01-I00140	INDIAN NATION WHOLESALE					
	I-5411275	01	-5543202	OPERATING SUP CONCESSION SUPPLIES	055663	1,154.42
	I-5415720	01	-5544202	OPERATING SUP CONCESSION SUPPLIES	055663	333.69
01-J00140	JAMES H ROBERTS					
	I-201107012665	01	-5544308	CONTRACT LABO UMPIRE FEES-7 GAMES	055664	175.00
01-J00326	JIM MIZE					
	I-201107012658	01	-5544308	CONTRACT LABO UMPIRE FEES-4 GAMES	055666	100.00
	I-201107012666	01	-5544308	CONTRACT LABO UMPIRE FEES-5 GAMES	055666	125.00
01-K00101	KEITH A. BARNES					
	I-201107012661	01	-5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	055668	200.00
	I-201107012667	01	-5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	055668	225.00
01-L00380	LOCKE SUPPLY CO.					
	I-15304658-00 PLUS	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	277.94
	I-15366007-00	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	68.37
	I-15378631-00	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	9.90
	I-15384398-00	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	13.94
	I-15407631-00	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	32.51
	I-15426559-00	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	64.02
	I-15557794-00	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	47.06
	I-15573780-00	01	-5543203	REPAIRS & MAI VALVE TO REPAIR POOL	055673	10.27
	I-15619545-00 PLUS	01	-5548202	OPERATING SUP MISC OPERATING SUPPLIES	055673	137.00
01-L00428	LOWE'S CREDIT SERVICES					
	I-05051	01	-5548316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055674	63.53
	I-09012	01	-5548316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055674	220.94
	I-09704	01	-5548316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055674	48.57
	I-13467	01	-5542203	REPAIRS & MAI PARTS TO REPAIR MISTER	055674	96.26
	I-201107052668	01	-5865218	STREET REPAIR INV 12127	055674	113.73
	I-201107052668	01	-5865218	STREET REPAIR INV 08457	055674	468.34
	I-201107052668	01	-5865218	STREET REPAIR INV 09979	055674	100.61
	I-201107052668	01	-5865218	STREET REPAIR INV 09038	055674	61.99

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01-M00082	MARK'S CONSTRUCTION, LL					
	I-009498	01 -5865218	STREET REPAIR	FRT CHG TO HAUL ASPHALT	055675	285.28
01-M00460	MITCHAEAL D DISTRIBUTING					
	I-1937923	01 -5544202	OPERATING SUP	SUPPLIES FOR CONCESSION	055677	121.20
01-M00480	MILLER GLASS					
	I-11673	01 -5321202	OPERATING SUP	WINDSHIELD SVS-UNIT 61	055678	225.00
01-M00549	MONROE PMP					
	I-016122	01 -5321202	OPERATING SUP	POCKET TINT METER	055680	162.90
01-M00589	MOSS CONSTRUCTION					
	I-10913	01 -5652318	ABATEMENTS	CONTRACT MOWING	055681	400.00
01-MC0095	RICK MCFADDEN					
	I-001751	01 -5542316	REPAIRS & MAI	LABOR TO REPAIR FENCE	055682	325.00
01-MC0140	MCALESTER PAINT & SUPPL					
	I-063512	01 -5542203	REPAIRS & MAI	SODA ASH FOR PARKS	055684	58.24
	I-065133	01 -5543203	REPAIRS & MAI	MAINT ITEMS FOR POOLS	055684	500.00
	I-065185	01 -5543202	OPERATING SUP	SUPPLIES FOR POOLS	055684	300.00
01-MC0149	MCALESTER POOL & SPA					
	I-064563	01 -5543316	REPAIRS & MAI	SUPPLIES FOR POOLS	055686	1,206.35
01-N00025	NASCO					
	C-CR ID#FR11234248	01 -5322202	OPERATING SUP	ANIMAL TRAPS FOR A/C USE	055688	5.80-
	I-317110	01 -5322202	OPERATING SUP	ANIMAL TRAPS FOR A/C USE	055688	295.90
01-N00173	NATIONAL TACTICAL OFFIC					
	I-ID 11755	01 -5321324	SWAT	TE TEAM ANNUAL MEMBERSHIP	055689	150.00
01-N00250	MCALESTER NEWS CAPITAL					
	I-05602055	01 -5212317	ADVERTISING & MISC	PUBLICATIONS-COUNCIL	055690	20.70
	I-05602057	01 -5212317	ADVERTISING & MISC	PUBLICATIONS-COUNCIL	055690	63.15
	I-05602059	01 -5212317	ADVERTISING & MISC	PUBLICATIONS-COUNCIL	055690	11.25
01-000201	OKLA BOARD OF VETERINAR					
	I-10-02926	01 -5321202	OPERATING SUP	EUTHANASIA LICENSE	055568	40.00
01-000507	OKLA EYEWEAR					
	I-2292	01 -5865203	REPAIR & MAIN	REPAIR GLASSES FOR	055695	59.95
01-000520	OIL-OK INDEPENDENT LIVI					
	I-06302011-2010/2011	01 -5101355	OIL-OK FOR IN	CONTRACT WITH OIL	055696	1,680.00
01-P00210	PEPSI COLA					
	I-155360	01 -5543202	OPERATING SUP	SUPPLIES FOR POOL CONCES.	055698	234.00

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00210	PEPSI COLA		continued			
		I-173252	01 -5543202	OPERATING SUP SUPPLIES FOR POOL CONCES.	055698	130.00
		I-173276	01 -5543202	OPERATING SUP SUPPLIES FOR POOL CONCES.	055698	38.40
01-P00250	PETTY CASH					
		I-201106292648	01 -5322202	OPERATING SUP MIRRORS FOR VEHICLES	055585	7.61
		I-201106292648	01 -5653202	OPERATING SUP FANS FOR COUNCIL CHAMBERS	055585	49.98
		I-201106292648	01 -5653215	AWARDS PROGRA SAVINGS BOND FOR EMP OF MONTH	055585	25.00
		I-201106292648	01 -5653215	AWARDS PROGRA BINGO PRIZES FOR PICNIC	055585	19.07
		I-201106292648	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-SCHOOL	055585	84.95
		I-201106292648	01 -5321202	OPERATING SUP ID BADGE FOR WARRENT OFFICER	055585	9.95
		I-201106292648	01 -5653202	OPERATING SUP SUPPLIES FOR FOOD BANK	055585	200.00
		I-201106292648	01 -5210331	EMPLOYEE TRAV MTG FOR LAND PLAN CONSULTING	055585	50.70
		I-201106292648	01 -5321202	OPERATING SUP TRAVEL EXP-SCHOOL	055585	22.73
01-P00310	PITNEY BOWES INC					
		I-6/2011	01 -5215317	POSTAGE POSTAGE FOR CITY MAILINGS	055699	1,000.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201106222640	01 -5215313	ELECTRIC UTIL ELEC EXP-KOMAR PARK	055572	38.62
		I-201106222640	01 -5215313	ELECTRIC UTIL ELEC EXP-KOMAR PARK PAVILION	055572	55.70
		I-201106292650	01 -5215313	ELECTRIC UTIL ELECTRIC EXPENSE-PD/NARC	055586	102.19
		I-201106292650	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1699 E CARL ALBER	055586	25.82
01-R00090	RAM INC					
		I-22948	01 -5542212	FUEL EXPENSE FUEL FOR PARKS SHOP	055701	1,589.91
		I-66000	01 -5865212	FUEL EXPENSE PROPANE FOR FORKLIFT	055701	23.00
01-S00009	SADLER PAPER CO					
		I-27359	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	055702	732.79
01-S00350	SIGNS BY JADE					
		I-10-02940	01 -5321202	OPERATING SUP REPAIRS FOR UNIT 38	055705	75.00
01-S00726	STAPLES ADVANTAGE					
		I-3156101295	01 -5431202	OPERATING SUP BATTERY BACKUPS	055707	499.94
		I-3156387574	01 -5431202	OPERATING SUP BATTERY BACKUPS	055707	85.28
		I-62922	01 -5321202	OPERATING SUP MISC SUPPLIES	055707	35.15
		I-8018889690	01 -5321202	OPERATING SUP OFFICE SUPPLIES NEEDED	055707	149.97
		I-83340	01 -5321202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	055707	35.94
01-U00020	US CELLULAR					
		I-201106292649	01 -5215315	TELEPHONE UTI CELL BILL FOR JUNE-GENERAL	055587	1,848.69
01-V00150	VULCAN SIGN					
		I-202187	01 -5865203	REPAIR & MAIN SIGNS FOR TRAFFIC CONTROL	055714	7,362.10
		I-202760	01 -5865203	REPAIR & MAIN STREET SIGN CAPS FOR TC	055714	1,878.00
01-W00040	WALMART COMMUNITY BRC					

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC		continued			
		I-00110	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	49.92
		I-01230	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	151.77
		I-02218	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	83.68
		I-02698	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	19.92
		I-03711	01 -5653213	SAFETY SUPPLI BODY COOLERS	055715	200.00
		I-05108	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	28.07
		I-06241	01 -5321202	OPERATING SUP MISC. SUPPLIES	055715	50.68
		I-07104	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	48.76
		I-07983	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	23.67
		I-08434	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	151.92
		I-08554	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	30.66
		I-08631	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	87.73
		I-08915-1	01 -5543202	OPERATING SUP SUPPLIES FOR POOL OPENING	055715	90.86
		I-09337	01 -5320202	OPERATING EXP MISC. OFFICE SUPPLIES	055716	22.24
		I-1-04113	01 -5543202	OPERATING SUP UMBRELLA FOR LIFEGUARDS	055716	49.00
		I-101487	01 -5544202	OPERATING SUP CONCESSION SUPPLIES SBC	055716	173.54
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1365479.001	01 -5542202	OPERATING SUP BULBS FOR HUNTER PARK	055719	71.94
		I-S1365888.001	01 -5547203	REPAIRS & MAI BULBS & SUPPLIES FOR	055719	17.14
		I-S1367364-001	01 -5548203	REPAIRS & MAI MISC MAINT SUPPLIES	055719	65.31
01-X00020	XEROX CORP-MAJOR ACCOUN					
		I-201107052669	01 -5215312	EQUIPMENT REN COPIER LEASE FOR MAY 2011	055721	2,566.25
			FUND	01 GENERAL FUND	TOTAL:	99,971.74

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING						
	I-1F14040	02	-5974304	LAB TESTING	MONTHLY TESTING FEES	055600	80.00
	I-1F14041	02	-5974304	LAB TESTING	MONTHLY TESTING FEES	055600	115.00
	I-1F17004	02	-5974304	LAB TESTING	MONTHLY TESTING FEES	055600	180.00
	I-SU14062	02	-5973316	REPAIRS & MAI	CHARGE TO CALIBRATE	055600	37.95
01-A00267	AIRGAS						
	I-106231631	02	-5973203	REPAIRS & MAI	MONTHLY BOTTLE RENTAL	055604	71.71
	I-106235401	02	-5973203	REPAIRS & MAI	OXYGEN TANK NEEDED	055604	81.15
01-A00272	ALDERSON REGIONAL LANDF						
	I-003676	02	-5864308	CONTRACTED LA	LANDFILL ROLL OFF FEES	055605	5,060.43
01-A00362	ALLEGIANCE COMMUNICATIO						
	I-201106292651	02	-5973328	INTERNET SERV	INTERNET SVS-E WWM PLANT	055583	62.95
01-A00430	ALTIVIA						
	I-201983	02	-5974206	CHEMICALS	CAUSTIC FOR WTP	055606	5,193.60
	I-202184	02	-5974206	CHEMICALS	ALUM FOR WTP	055606	3,309.60
	I-202508	02	-5974206	CHEMICALS	ALUM FOR WTP	055606	3,298.40
01-B00108	BARNETT OIL & GAS CONST						
	I-10779	02	-5975218	STREET REPAIR	HAULING FEE-GRAVEL	055611	3,940.00
01-B00178	BELZONA TEXOMA, INC.						
	I-5269	02	-5973203	REPAIRS & MAI	COST TO REPAIR SHAFTS	055613	770.29
01-B00180	BEMAC SUPPLY						
	I-S1573740.001	02	-5973203	REPAIRS & MAI	SUPPLIES FOR BOTH PLANTS	055614	182.76
	I-S1596545.003	02	-5973203	REPAIRS & MAI	REPAIR SUPPLES	055614	78.16
	I-S1599069.001	02	-5974316	REPAIRS & MAI		055614	193.56
	I-S1599676.001	02	-5973203	REPAIRS & MAI	REPAIR SUPPLES	055614	328.97
01-B00314	BIO-AQUATIC TESTING						
	I-00040396	02	-5973304	LAB TESTING	FEE TO REDO INVALID TEST	055619	751.00
	I-00040396-1	02	-5974206	CHEMICALS	TOXICITY TESTING	055619	1,346.00
01-B00491	BRENNTAG SOUTHWEST						
	I-979863-00	02	-5974206	CHEMICALS	CHEMICAL TRIAL FOR	055621	4,602.00
	I-BSW261631	02	-5973203	REPAIRS & MAI	SO2 FOR EAST PLANT	055621	945.40
01-C00574	COAST TO COAST CARPORTS						
	I-00095	02	-5866230	RECYCLING CEN	CARPORT FOR RECYCLE CTR	055626	535.50
01-C00674	CONTROLLED FLUIDS INC.						
	I-104302	02	-5974203	REPAIRS & MAI	ROD GLAND & PISTON KITS	055628	770.61
01-C00840	CRAWFORD & ASSOCIATES						
	I-MCALEST-11	02	-5267302	CONSULTANTS	CONSULTING FEES	055630	149.37

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00010	D & R ELECTRIC, INC					
		I-3122	02 -5974316	REPAIRS & MAI PUMP REPAIR AT WEST PLANT	055633	215.00
		I-3123	02 -5973316	REPAIRS & MAI LABOR FOR REPAIRS	055633	260.10
		I-3124	02 -5973316	REPAIRS & MAI LABOR & MATERIALS	055633	1,478.00
		I-3125	02 -5974316	REPAIRS & MAI LABOR TO REPAIR PUMP	055633	260.75
01-D00540	DOLESE BROTHERS					
		I-5-50107-11	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	055637	970.01
		I-5-52472-11	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	055637	476.09
		I-5-52923-11	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	055637	1,097.27
		I-RM11032019	02 -5975218	STREET REPAIR CONCRETE NEEDED	055637	559.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-1103059	02 -5973304	LAB TESTING MONTHLY TESTING	055638	135.00
		I-1103097	02 -5973304	LAB TESTING MONTHLY TESTING	055638	151.47
01-E00324	EVANS ENTERPRISES					
		I-61820	02 -5973316	REPAIRS & MAI REBUILD MOTOR	055640	2,591.84
01-F00170	FIRST NATIONAL BANK					
		I-07042011-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	055642	8,524.37
01-H00016	HD WATERWORKS					
		I-3043407	02 -5975334	SEWER MAIN RE 50-FS-1 REPAIR CLAMPS FOR	055652	1,900.00
01-H00100	HAYNES EQUIPMENT, LLC					
		I-S107367-IN	02 -5973203	REPAIRS & MAI PUMP ASSYS & FLOATS	055654	6,627.95
01-H00290	HUMPHREY PLUMBING, INC.					
		I-7330	02 -5974316	REPAIRS & MAI LABOR AND MATERIALS	055657	7,330.00
01-I00020	I B T, INC					
		I-5599614	02 -5974203	REPAIRS & MAI PIPE AND FITTINGS	055658	699.65
01-I00110	IMPRESS OFFICE SUPPLY					
		I-032611	02 -5974203	REPAIRS & MAI OFFICE SUPPLIES AS NEEDED	055660	297.67
01-K00146	KEN'S CUSTOM CARPENTRY					
		I-6-30-11	02 -5975316	REPAIRS & MAI REPAIR EXISTING SHED	055669	6,750.00
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-53111	02 -5866307	CONTRACTED RE LABOR FOR RECYCLE CENTER	055671	1,890.00
01-M00532	MISTY VALLEY WATER CO.					
		I-65035 & 65504	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	055679	21.67
01-O00275	OKLA DEPT OF COMMERCE					
		I-07042011-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	055694	1,145.83

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 VENDOR SET: 01
 FUND : 02 MPWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH					
		I-201106292648	02 -5216202	OPERATING SUP VEHICLE KEYS	055585	7.49
		I-201106292648	02 -5866230	RECYCLING CEN DWN PMT ON CARPORT-RECYCLE CTR	055585	59.50
01-R00090	RAM INC					
		I-2975	02 -5864212	FUEL EXPENSE 1800 G. DIESEL - LANDFILL	055701	5,540.85
01-S00199	SEMAPHORE CORPORATION					
		I-11-00019	02 -5216202	OPERATING SUP OFFICE SUPPLIES NEEDED	055704	131.00
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-92043	02 -5974206	CHEMICALS COPPER SULFATE FOR WTP	055706	4,600.00
01-S00726	STAPLES ADVANTAGE					
		I-05809	02 -5974317	ADVERTISING/P LABELS NEEDED FOR MAILING	055707	49.98
		I-61277	02 -5974317	ADVERTISING/P LABELS NEEDED FOR MAILING	055707	24.99
		I-63056	02 -5871202	OPERATING SUP MISC OFFICE SUPPLIES NEED	055707	195.71
01-U00020	US CELLULAR					
		I-201106292649	02 -5267315	TELEPHONE UTI CELL BILL FOR JUNE-MPWA	055587	716.81
		I-201106292649	02 -5975328	INTERNET SERV INTERNET CHG UTM	055587	51.10
01-U00051	UTILITY SUPPLY CO.					
		I-053435	02 -5216202	OPERATING SUP METER LOCKS & KEYS	055710	788.64
		I-053565	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	055710	278.05
		I-053566	02 -5975334	SEWER MAIN RE REPAIR CLAMPS FOR UTM	055710	3,503.50
		I-053567	02 -5975332	LAND IMPROVEM REPAIR CLAMPS FOR WATER	055710	2,293.00
		I-053729	02 -5216202	OPERATING SUP METER LOCKS & KEYS	055710	748.00
		I-053785	02 -5975316	REPAIRS & MAI FIRE HYDRANTS & VALVES	055710	0.85
		I-053785	02 -5975333	WATER MAIN RE FIRE HYDRANTS & VALVES	055710	545.00
		I-053786	02 -5975211	WATER METERS WATER METERS	055710	1,033.60
		I-153564	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	055710	148.60
01-U00128	UNITED PACKAGING & SHIP					
		I-98626	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	055712	25.13
01-V00082	VERONICA BOATRIGHT					
		I-008	02 -5216302	CONSULTANTS CONSULTING FEES-12 MONTHS	055713	450.00
01-W00130	WATER PRODUCTS					
		I-0865890-IN	02 -5975316	REPAIRS & MAI WATER PIPE & METER BOXES	055717	46.16
		I-0865890-IN	02 -5975333	WATER MAIN RE WATER PIPE & METER BOXES	055717	8,700.00
01-W00269	WHITES TRACTORS					
		I-889040	02 -5974203	REPAIRS & MAI SUPPLIES FOR PLANT	055718	108.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1366259.001	02 -5973203	REPAIRS & MAI SUPPLIES FOR REPAIRS	055719	282.71

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00465	WORTH HYDROCHEM OF OKLA					
		I-2571	02 -5974316	REPAIRS & MAI ADDITIONAL LABOR CHARGE	055720	1,500.00
		I-4161IN1	02 -5974316	REPAIRS & MAI WIRELESS NETWORKING	055720	7,306.00
			FUND	02 MPWA	TOTAL:	114,600.75

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VENDOR SET: 01
FUND : 03 AIRPORT AUTHORITY

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VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201106292652	03	-5876314	GAS UTILITY GAS EXP-AIRPORT	055584	162.77
01-F00170	FIRST NATIONAL BANK						
		I-07042011-#119817	03	-5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	055642	2,510.00
01-T00370	TIPPIT INSURANCE AGENCY						
		I-34301	03	-5876322	INSURANCE/BON LIABILITY INS RENEWAL	055709	1,285.00
01-U00020	US CELLULAR						
		I-201106292649	03	-5876315	TELEPHONE UTI CELL BILL FOR JUNE-AIRPORT	055587	26.95
			FUND	03	AIRPORT AUTHORITY	TOTAL:	3,984.72

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 VENDOR SET: 01
 FUND : 08 NUTRITION

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00276	A LEROY DICK					
		I-201107052674	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	055722	29.50
01-D00213	DEBBIE COMPTON					
		I-201107052672	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	055723	120.00
		I-201107052673	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	055723	98.00
01-E00207	EMMA E. BELLIS					
		I-201107052670	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	055724	135.00
		I-201107052671	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL.	055724	90.00
01-S00580	AT & T					
		I-201106222636	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	055573	130.36
01-U00020	US CELLULAR					
		I-201106292649	08 -5549315	TELEPHONE UTI CELL BILL FOR JUNE-NUTRITION	055587	80.85
			FUND	08 NUTRITION	TOTAL:	683.71

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-B00244	BIG MAC					
		I-62911	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	055618	367.50
		I-62911A	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	055618	840.00
		I-62911B	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	055618	945.00
		I-62911C	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	055618	1,102.50
		I-62911D	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	055618	1,102.50
01-K00005	K-BAR CO CONSTRUCTION					
		I-13023	09 -5864410	LAND IMPROVEM DOZER WORK AT LANDFILL	055667	2,900.00
01-M00082	MARK'S CONSTRUCTION, LL					
		I-009594	09 -5864410	LAND IMPROVEM DIRT FOR LANDFILL	055675	7,800.00
		I-009595	09 -5864410	LAND IMPROVEM 70 LOADS OF DIRT	055675	4,200.00
		I-009596	09 -5864410	LAND IMPROVEM 80 LOADS OF DIRT FOR LF	055675	4,800.00
01-S00132	STEARNS, CONRAD & SCHMI					
		I-0161533	09 -5864327	SUB TITLE D E GROUND WATER MONITORING	055703	2,411.68
FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:						26,469.18

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FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-06302011-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	055683	1,050.00
01-MC0145	MCALESTER PUBLIC SCHOOL					
		I-1001	27 -5655354	SUNBELT CLASS SPONSORSHIP-JR SUNBELT	055685	7,000.00
01-MC0155	SOUTHEASTERN OKLAHOMA R					
		I-44263	27 -5655348	FESTIVAL/JULY RADIO ADS FOR JULY 4TH	055687	800.00
01-000535	OKLA TODAY					
		I-238-070811-061411	27 -5655214	TOURISM EXPEN 1/2 PAGE AD FOR JULY/AUG.	055697	1,305.00
01-P00450	PRIDE IN MCALESTER					
		I-06302011-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	055700	2,100.00
				FUND 27 TOURISM FUND	TOTAL:	12,255.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH					
		I-01480533	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	055616	125.62
		I-01483553	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	055616	553.98
01-C00823	COUNTRY MART					
		I-429011129129	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	055629	58.08
01-D00006	D & D ELEVATOR INC					
		I-11764	28 -5654316	REPAIRS & MAI ELEVATOR SVS FEE FOR	055632	200.00
01-H00240	HORIZON PLUMBING					
		I-2572	28 -5654203	REPAIR & MAIN REPLACE HWT AT EXPO	055656	528.34
01-L00078	LAMBERT MECHANICAL INC					
		I-110489	28 -5654316	REPAIRS & MAI REPAIRS TO A/C UNIT	055672	475.00
		I-110701	28 -5654316	REPAIRS & MAI COMPRESSOR A/C AT EXPO	055672	2,000.00
		I-110701-1	28 -5654203	REPAIR & MAIN EMERGENCY A/C REPAIRS	055672	400.00
01-U00020	US CELLULAR					
		I-201106292649	28 -5654315	TELEPHONE UTI CELL BILL FOR JUNE-EXPO	055587	107.80
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8240789284	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	055711	50.00
01-W00040	WALMART COMMUNITY BRC					
		I-A04958	28 -5654210	CONCESSION SU SUPPLIES FOR JULY 4TH	055716	186.00
				FUND 28 SE EXPO CENTER	TOTAL:	4,684.82

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PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00110	IMPRESS OFFICE SUPPLY					
		I-032634	29 -5324202	OPERATING SUP MISC. OFFICE SUPPLIES	055660	40.40
01-S00726	STAPLES ADVANTAGE					
		I-62921	29 -5324202	OPERATING SUP MISC OFFICE SUPPLIES	055707	82.64
01-U00020	US CELLULAR					
		I-201106292649	29 -5324315	TELEPHONE UTI CELL BILL FOR JUNE-E-911	055587	26.95
01-W00040	WALMART COMMUNITY BRC					
		I-06242	29 -5324202	OPERATING SUP MISC. OFFICE SUPPLIES	055715	60.37
			FUND 29 E-911	TOTAL:		210.36

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 PACKET: 06878 CLAIMS FOR 7/12/2011
 VENDOR SET: 01
 FUND : 30 ECONOMIC DEVELOPMENT

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00270	MPOWER ECONOMIC DEVELOP					
		I-06302011-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	055676	15,389.41
01-MC0134	MCALESTER MAIN STREET					
		I-06302011-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	055683	1,050.00
01-000275	OKLA DEPT OF COMMERCE					
		I-07042011-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	055693	282.50
01-P00450	PRIDE IN MCALESTER					
		I-06302011-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	055700	2,100.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	18,821.91

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FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00540	DOLESE BROTHERS					
		I-RM11027830	32 -5215404	CAPITAL OUTLA CONCRETE FOR PARKING LOT	055637	6,880.00
		I-RM11028268	32 -5215204	EXPENSE FOR P CONCRETE FOR PARKING LOT	055637	4,191.00
		I-RM11028268	32 -5215404	CAPITAL OUTLA CONCRETE FOR PARKING LOT	055637	410.00
		I-RM11029072	32 -5215405	CAPITAL OUTLA CONCRETE FOR PARKING LOT	055637	2,666.00
		I-RM11029831	32 -5215204	EXPENSE FOR P CONCRETE FOR PARKING LOT	055637	2,190.00
01-F00371	LLOYD FIELDS					
		I-458596	32 -5215405	CAPITAL OUTLA ADA UPDATES AT STIPE CTR	055645	1,044.93
01-L00380	LOCKE SUPPLY CO.					
		I-15566697-00	32 -5215405	CAPITAL OUTLA HANDICAP PLBG SUPPLIES	055673	569.60
01-MC0140	MCALESTER PAINT & SUPPL					
		I-065272	32 -5215405	CAPITAL OUTLA REPAIRS TO WOMENS	055684	400.00
		I-065274	32 -5215405	CAPITAL OUTLA LABOR TO REWORK SHOWER	055684	1,000.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-436602	32 -5215404	CAPITAL OUTLA FORMING MATERIALS	055708	1,303.19
				FUND 32 GIFTS & CONTRIBUTIONS	TOTAL:	20,654.72

PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS					
		I-58119	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	055608	12.33
01-A00770	AUTO PARTS CO					
		C-CR 886356	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	22.49-
		I-884538	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	3.18
		I-884675	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	7.69
		I-885571	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	055609	60.60
		I-885764	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	3.54
		I-885769	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	80.40
		I-885795	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	33.52
		I-885805	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	24.83
		I-885886	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	11.80
		I-885894	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	55.98
		I-885897	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	13.21
		I-886018	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	20.18
		I-886265	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	54.12
		I-886327	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055609	158.00
		I-886357	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055610	11.60
		I-886370	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055610	50.19
		I-886409	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055610	3.69
		I-886414	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055610	16.76
		I-886676	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055610	260.08
		I-886677	35 -5862204	SMALL TOOLS BATTERY CABLES-SHOP TRUCK	055610	164.00
		I-886778	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	055610	100.73
		I-886808	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	055610	15.30
		I-887002	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	055610	54.87
		I-887037	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	055610	6.79
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-184621	35 -5862203	REPAIRS & MAI TIRES FOR UNIT 111 IN FD	055612	1,079.36
		I-MC-184622	35 -5862203	REPAIRS & MAI REAR TIRES FOR UNIT 111-F	055612	1,436.16
		I-MC-185071	35 -5862203	REPAIRS & MAI TIRES FOR EXPO 1	055612	529.64
		I-MC-185129	35 -5862203	REPAIRS & MAI 4 TIRES FOR FIRE VEHICLE	055612	514.40
		I-MC-185178	35 -5862203	REPAIRS & MAI 6 TIRES FOR S-6 ONE TON	055612	711.00
		I-MC-185179	35 -5862203	REPAIRS & MAI 4 TIRES FOR WW-5 VEHICLE	055612	302.00
01-F00310	FRONTIER INTNL. TRUCKS,					
		I-823765	35 -5862203	REPAIRS & MAI PARTS FOR SW-11 VEHICLE	055644	93.63
01-G00490	GRISSOM IMPLEMENT INC					
		I-215798	35 -5862203	REPAIRS & MAI FUEL TANK/REWIND STARTER	055650	88.68
		I-218158	35 -5862203	REPAIRS & MAI FUEL TANK/REWIND STARTER	055650	68.03
		I-218592	35 -5862203	REPAIRS & MAI IGNITION MODULE FOR	055650	128.10
01-J00310	JET TIRE SERVICE					
		I-103210	35 -5862203	REPAIRS & MAI TIRE ALIGNMENTS FOR	055665	253.90
01-K00190	YELLOWHOUSE MACHINERY C					

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 PACKET: 06878 CLAIMS FOR 7/12/2011
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00190	YELLOWHOUSE MACHINERY C	continued				
		I-901187	35 -5862203	REPAIRS & MAI BACKHOES, TRACTORS, TRUCKS	055670	15.32
		I-901327	35 -5862203	REPAIRS & MAI WINDOW LATCH FOR W-20	055670	265.63
01-M00480	MILLER GLASS					
		I-11711	35 -5862203	REPAIRS & MAI WINDSHIELD FOR SW-11	055678	425.00
01-000075	O'REILLY AUTO PARTS					
		I-0230-337	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	8.99
		I-0230-339271	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	105.50
		I-0230-339716	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	197.24
		I-0230-340047	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	56.31
		I-0230-340604	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	11.94
		I-0230-342516	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	5.36
		I-0230-343195	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	31.56
		I-0230-343468	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	13.07
		I-0230-343471	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	4.29
		I-0230-343613	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	73.96
		I-0230-343696	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	50.80
		I-0230-344592	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	7.96
		I-0230-345049	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	28.81
		I-0230-345050	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055691	41.79
		I-0230-345076	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS AS NEEDE	055692	84.99
01-P00250	PETTY CASH					
		I-201106292648	35 -5862203	REPAIRS & MAI BATTERY FOR CITY VEHICLE	055585	153.76
01-S00726	STAPLES ADVANTAGE					
		I-06753	35 -5862202	OPERATING SUP OFFICE SUPPLIES NEEDED	055707	30.63
		I-61105	35 -5862202	OPERATING SUP OFFICE SUPPLIES NEEDED	055707	170.71
		I-835231	35 -5862202	OPERATING SUP VEHICLE REPAIR FORMS	055707	328.00
01-U00020	US CELLULAR					
		I-201106292649	35 -5862315	TELEPHONE UTI CELL BILL FOR JUNE-FLEET MAINT	055587	53.90
			FUND 35	FLEET MAINTENANCE	TOTAL:	8,571.32

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06878 CLAIMS FOR 7/12/2011

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00170	FIRST NATIONAL BANK					
		I-07042011-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	055642	3,378.84
				FUND 41 CIP FUND	TOTAL:	3,378.84
				REPORT GRAND TOTAL:		314,287.07

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2010-2011	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,680.00	20,160	0.00		
	01 -5210202	OPERATING SUPPLIES	17.90	5,000	3,148.48		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	50.70	6,000	213.50		
	01 -5211202	OPERATING SUPPLIES	166.06	7,100	1,025.79		
	01 -5211402	CAPITAL OUTLAY	3,089.20	4,500	58.38		
	01 -5212317	ADVERTISING & PRINTING	95.10	8,000	2,620.36		
	01 -5214302	CONSULTANTS	3,536.39	113,200	6,087.77		
	01 -5215302	CONSULTANTS	149.38	29,000	68.15		
	01 -5215313	ELECTRIC UTILITY	222.33	330,000	31,873.90		
	01 -5215314	GAS UTILITY	46.59	15,000	1,697.93		
	01 -5215315	TELEPHONE UTILITY	2,872.83	47,000	8,188.96		
	01 -5215317	POSTAGE	1,000.00	10,000	166.00		
	01 -5320202	OPERATING EXPENSE	22.24	3,650	24.96		
	01 -5321202	OPERATING SUPPLIES	1,103.00	15,400	2,585.05		
	01 -5321308	CONTRACTED SERVICES	127.26	15,000	9,260.94		
	01 -5321324	SWAT	875.00	8,000	46.35		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	904.95	5,939	1,455.84		
	01 -5322202	OPERATING SUPPLIES	377.96	3,500	873.84		
	01 -5431202	OPERATING SUPPLIES	585.22	13,000	111.65		
	01 -5431328	INTERNET SERVICE	125.90	2,325	30.43-	Y	
	01 -5432308	CONTRACTED SERVICES	2,321.98	42,000	3,841.65		
	01 -5542202	OPERATING SUPPLIES	319.94	20,600	1,349.45		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,083.93	38,000	1,395.97		
	01 -5542212	FUEL EXPENSE	1,589.91	45,730	12,824.07		
	01 -5542308	CONTRACTED SERVICES	1,805.00	16,100	286.17-	Y	
	01 -5542316	REPAIRS & MAINTENANCE	839.06	17,990	3,156.50		
	01 -5543202	OPERATING SUPPLIES	2,672.78	11,500	320.23		
	01 -5543203	REPAIRS & MAINT SUPPLIES	1,583.46	14,600	463.01		
	01 -5543206	CHEMICALS	4,275.00	19,900	173.00		
	01 -5543316	REPAIRS & MAINTENANCE	1,411.98	9,800	781.94		
	01 -5544202	OPERATING SUPPLIES	628.43	12,050	704.04		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	34.47	4,500	356.58		
	01 -5544308	CONTRACT LABOR	1,400.00	21,600	2,734.50		
	01 -5547203	REPAIRS & MAINT SUPPLIES	723.89	10,925	2,582.19		
	01 -5548202	OPERATING SUPPLIES	650.74	3,700	1,765.74		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	150.13	45,634	1,409.29		
	01 -5548316	REPAIRS & MAINTENANCE	733.04	16,810	3,987.05		
	01 -5652318	ABATEMENTS	977.50	12,000	819.01-	Y	
	01 -5652319	DEMOLITION	9,190.00	25,000	6,675.00		
	01 -5653202	OPERATING SUPPLIES	249.98	4,800	111.82-	Y	
	01 -5653213	SAFETY SUPPLIES	200.00	10,000	2,080.96		
	01 -5653215	AWARDS PROGRAM	44.07	9,000	1,362.81		
	01 -5653348	DRUG TESTING/PHYSICALS	55.00	11,500	850.65		
	01 -5865203	REPAIR & MAINT SUPPLIES	9,300.05	40,000	867.94		
	01 -5865204	SMALL TOOLS	70.00	2,500	379.43		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5865212	FUEL EXPENSE	23.00	23,300	1,687.36				
01	-5865218	STREET REPAIRS & MAINTENAN	1,798.09	240,000	22,791.85				
01	-5865328	INTERNET SERVICE	82.95	1,670	19.28				
02	-5216202	OPERATING SUPPLIES	1,544.13	18,180	2,596.07				
02	-5267302	CONSULTANTS	149.37	25,000	3,931.79-	Y			
02	-5267315	TELEPHONE UTILITY	716.81	51,875	947.20				
02	-5864212	FUEL EXPENSE	5,540.85	37,500	6,803.02				
02	-5864308	CONTRACTED LANDFILL SERVIC	5,060.43	60,400	6,255.24				
02	-5866230	RECYCLING CENTER EXPENSE	616.67	12,000	7,507.75				
02	-5866307	CONTRACTED RECYCLE SERVICE	1,890.00	18,040	390.00				
02	-5871202	OPERATING SUPPLIES	195.71	4,000	1,943.23				
02	-5973203	REPAIRS & MAINT SUPPLIES	9,369.10	57,500	4,389.20				
02	-5973304	LAB TESTING	1,037.47	23,300	6,656.90				
02	-5973316	REPAIRS & MAINTENANCE	4,393.02	27,960	11,000.17				
02	-5973328	INTERNET SERVICE	62.95	750	12.60				
02	-5974203	REPAIRS & MAINT SUPPLIES	1,875.93	56,000	2,251.80				
02	-5974206	CHEMICALS	22,349.60	484,600	79,035.97				
02	-5974304	LAB TESTING	375.00	37,200	12,283.62				
02	-5974316	REPAIRS & MAINTENANCE	16,805.31	67,240	1,482.47				
02	-5974317	ADVERTISING/PRINTING/POSTA	74.97	7,800	234.63				
02	-5975202	OPERATING SUPPLIES	426.65	29,090	2,699.21				
02	-5975211	WATER METERS	1,033.60	30,200	4,067.94				
02	-5975218	STREET REPAIRS & MAINTENAN	7,042.37	128,350	29,173.39				
02	-5975316	REPAIRS & MAINTENANCE	6,797.01	13,000	1,414.47				
02	-5975328	INTERNET SERVICE	51.10	1,010	68.39				
02	-5975332	LAND IMPROVEMENTS	2,293.00	12,000	1,666.60				
02	-5975333	WATER MAIN REPAIR	9,245.00	18,000	30.07				
02	-5975334	SEWER MAIN REPAIR	5,403.50	13,325	612.25				
03	-5876314	GAS UTILITY	162.77	500	79.60-	Y			
03	-5876315	TELEPHONE UTILITY	26.95	300	21.10-	Y			
08	-5549308	CONTRACT SERVICES	472.50	15,600	2,379.17				
08	-5549315	TELEPHONE UTILITY	211.21	2,400	119.49-	Y			
09	-5864327	SUB TITLE D EXPENSE	6,769.18	331,317	259,592.25				
09	-5864410	LAND IMPROVEMENTS	19,700.00	175,750	794.54				
27	-5655214	TOURISM EXPENSE	1,305.00	20,085	4,747.00				
27	-5655348	FESTIVAL/JULY 4TH	800.00	16,000	6,765.00				
27	-5655352	MISC PRIDE IN MCALESTER	2,100.00	25,200	0.00				
27	-5655353	MAIN STREET PROGRAM	1,050.00	12,600	0.00				
27	-5655354	SUNBELT CLASSIC TOURNAMENT	7,000.00	7,000	0.00				
28	-5654203	REPAIR & MAINT SUPPLIES	978.34	16,329	419.76				
28	-5654210	CONCESSION SUPPLIES	923.68	30,000	1,174.75				
28	-5654315	TELEPHONE UTILITY	107.80	2,660	82.27				
28	-5654316	REPAIRS & MAINTENANCE	2,675.00	26,100	423.46				
29	-5324202	OPERATING SUPPLIES	183.41	5,000	376.01				
29	-5324315	TELEPHONE UTILITY	26.95	97,900	57,409.99				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	30 -5211352	MISC PRIDE IN MCALESTER	2,100.00	25,200	0.00		
	30 -5211353	MAIN STREET PROGRAM	1,050.00	12,600	0.00		
	30 -5211360	ECONOMIC DEVELOP. SERVICES	15,389.41	184,673	0.08		
	32 -5215204	EXPENSE FOR PARKS (OTHER)	6,381.00	22,067	5.87		
	32 -5215404	CAPITAL OUTLAY - PARKS	8,593.19	14,500	99.67		
	32 -5215405	CAPITAL OUTLAY ADA COMPLIA	5,680.53	38,951	4,739.23		
	35 -5862202	OPERATING SUPPLIES	529.34	3,000	1,580.11		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	7,824.08	409,485	110,299.95		
	35 -5862204	SMALL TOOLS	164.00	6,250	2,739.79		
	35 -5862315	TELEPHONE UTILITY	53.90	825	8.18		
** 2010-2011 YEAR TOTALS **			257,870.18				
2011-2012	01 -5214302	CONSULTANTS	3,125.00	90,200	52,700.00		
	01 -5215312	EQUIPMENT RENTALS	2,566.25	28,600	6,033.75		
	01 -5225349	SOFTWARE MAINTENANCE	26,433.10	32,090	5,656.90		
	01 -5321324	SWAT	150.00	10,000	9,850.00		
	01 -5321330	DUES	1,250.00	1,250	0.00		
	01 -5321510	LEASE PAYMENTS	5,185.00	62,220	57,035.00		
	02 -5216202	OPERATING SUPPLIES	131.00	18,300	17,919.00		
	02 -5216302	CONSULTANTS	450.00	5,400	0.00		
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	12,604.17		
	02 -5864510	LEASE PAYMENTS	8,524.37	102,293	93,768.63		
	03 -5876322	INSURANCE/BONDS	1,285.00	19,540	18,247.74		
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,300	27,790.00		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	3,107.50		
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	37,168.16		
** 2011-2012 YEAR TOTALS **			56,416.89				

NO ERRORS

** END OF REPORT **

PACKET: 06878 CLAIMS FOR 7/12/2011
VENDOR SET: 01
BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	6/2011	3,860.59CR
01	7/2011	96,111.15CR
02	6/2011	897.85CR
02	7/2011	113,702.90CR
03	6/2011	189.72CR
03	7/2011	3,795.00CR
08	6/2011	211.21CR
08	7/2011	472.50CR
09	7/2011	26,469.18CR
27	7/2011	12,255.00CR
28	6/2011	107.80CR
28	7/2011	4,577.02CR
29	6/2011	26.95CR
29	7/2011	183.41CR
30	7/2011	18,821.91CR
32	7/2011	20,654.72CR
35	6/2011	207.66CR
35	7/2011	8,363.66CR
41	7/2011	3,378.84CR
=====		
ALL		314,287.07CR

City of McAlester Payment Summary by Department

All Summary Types Reported
Reporting Level: 3 / Break after level(s): 1

July 01, 2011
Report Categories: AGIMODPR
Claim Status: Open and Closed

<u>Location/Department</u>	<u>Total Paid Prior Month</u> 6/1/2011 To 6/30/2011	<u>Total Paid Fiscal Year</u> 07/01/2010 To 6/30/2011
Planning/Community Developmen	29,807.23	\$31,714.81
Nutrition	101.50	\$157.50
Parks	565.21	\$5,200.35
Pools	0.00	\$20.70
EMS	0.00	\$311.84
Fire	1,539.94	\$82,854.52
Animal Control	0.00	\$5,846.72
Patrol	8,997.76	\$99,790.75
Facility Maint.	1,793.78	\$2,381.29
Fleet Maint	140.30	\$5,305.24
Landfill	7,500.00	\$28,376.33
Refuse Collection	17,818.94	\$44,129.61
Streets	278.38	\$2,867.38
Utility Maintenance	0.00	\$1,475.88
Wastewater Trmt.	0.00	\$324.33
Water Treatment	333.00	\$27,188.51
Totals for City of McAlester	\$68,876.04	\$337,945.76



MUTUAL ASSURANCE
ADMINISTRATORS, INC.

**PUBLIC WORKS PROJECT CONTRACT
BY AND BETWEEN THE
OKLAHOMA DEPARTMENT OF CORRECTIONS AND
City Of McAlester
(insert contract party here)**

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

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

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

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

Street Maintenance; lawn maintenance; general labor; house keeping;; and trash pickup.

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

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

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid

of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit nor to supervise other offenders or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.
6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.
7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:
 - a. The cost of transportation of the prisoners to and from the project;
 - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
 - c. The cost of guarding the prisoners;
 - d. The cost of all tools and materials furnished by the DOC, if any;
 - e. The cost of the salaries of the assigned prisoners; and
 - f. Miscellaneous. Specify: None

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

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

9. The Director of the Department of Corrections or his designee will at all times during the term of this contract have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.
10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).
11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).
12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.
13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.
14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.
15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.
16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein.

Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.
18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.
19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.
20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.
22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.
23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:

City of McAlester

P.O. Box 578

McAlester, OK. 74502

For the Department:

Jackie Brannon Correctional Center

P.O.Box 1999

McAlester, OK 74502

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."
25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.
26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.
27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.
- B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure, OP-090106 (Section VII. item D.).
28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:

1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by offenders assigned to the Public Agency will be the responsibility of the Public Agency.
 2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.
 3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.
 4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.
- B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:
1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

29. INDEMNIFICATION

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

DATE OF EXECUTION:

Date: 06/30/2011

for the Oklahoma Department of Corrections

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

for the Public Agency

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

Notary Public

My commission expires: _____

My commission number is: _____

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

DATE:

\$ 0.00		A.	The cost of transportation of the offenders to and from the project.
\$ 110.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 5 offenders at a rate of \$1:00 per day
\$ 0.00		C.	The cost of guarding the offenders.
\$0.00		D.	The cost of all tools and materials furnished by the Department.
\$100.00		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment.(5 OFFENDERS at a rate of not less than \$10.00 per month and not to exceed \$20.00 per month per offender)
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 210.00		SUBTOTAL	
21.00		Plus 10%	
\$ 231.00		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
<p>These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.</p>			

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS City of McAlester (Carl Albert Parkway)			
DATE:			
\$ 0.00		A.	The cost of transportation of the offenders to and from the project.
\$ 132.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 6 offenders at a rate of \$1:00 per day
\$ 0.00		C.	The cost of guarding the offenders.
\$0.00		D.	The cost of all tools and materials furnished by the Department.
\$120.00		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment.(6 OFFENDERS at a rate of not less than \$10.00 per month and not to exceed \$20.00 per month per offender)
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 252.00		SUBTOTAL	
25.20		Plus 10%	
\$ 277.00		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			



BUSINESS TELEPHONE SYSTEMS

TELESys COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

McAlester City Hall
28 E Washington
McAlester, Ok. 74501

Equipment Covered

1 – Samsung iDCS Digital Telephone System and telephone sets equipped for 24 CO ports, 64 digital ports, 16 analog ports and 8 voice mail ports.

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 3200.00

BizTel Communications

By Shirri Boudin

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

McAlester City Hall
28 E Washington
McAlester, Ok. 74501

Equipment Covered

1 – Samsung iDCS Digital Telephone System and telephone sets equipped for 24 CO ports, 64 digital ports, 16 analog ports and 8 voice mail ports.

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 3200.00

BizTel Communications

By Sherril Breeden

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

Police Dept. – Detectives
114 Airport Road
McAlester, Ok. 74501

Equipment Covered

1 – Norstar MICS KSU, 1 – Norstar M7324 Keyset, 15 – Norstar T7316E Keysets

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 936.00

BizTel Communications

By Sherrin Breedon

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

Police Dept. – Detectives
114 Airport Road
McAlester, Ok. 74501

Equipment Covered

1 – Norstar MICS KSU, 1 – Norstar M7324 Keyset, 15 – Norstar T7316E Keysets

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 936.00

BizTel Communications

By Sherril Breeden

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

McAlester EXPO Center
4500 W Hwy 270
McAlester, Ok. 74501

Equipment Covered

1 – Samsung Compact Telephone System and telephone sets equipped for 6 CO ports, 12 digital ports, 2 analog ports and 2 voice mail ports.

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 1320.00

BizTel Communications

By Shirri Breeden

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Equipment Location

McAlester EXPO Center
4500 W Hwy 270
McAlester, Ok. 74501

Equipment Covered

1 – Samsung Compact Telephone System and telephone sets equipped for 6 CO ports, 12 digital ports, 2 analog ports and 2 voice mail ports.

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 1320.00

BizTel Communications

By Sherry Breeden

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Non-System Service Contract Coverage

City Hall – Main Fire Dept – Police Dept, South Fire Station, North Fire Station, Airport, Landfill, Cemetery, Softball Complex, Filter Plant, Lake Patrol, East Plant, West Plant, Stipe Center, 8 City Pools, Hereford Lane Police and Waste water shop, Traffic Control and Parks, Central Garage and Sanitation, Police Tower, Firing Range and 5 Water Lift Stations

Equipment Covered

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

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 3060.00

BizTel Communications

By Sherril Breen

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESys COMMUNICATIONS

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

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

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

Customer

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

AGREEMENT SCHEDULE

Non-System Service Contract Coverage

City Hall – Main Fire Dept – Police Dept, South Fire Station, North Fire Station, Airport, Landfill, Cemetery, Softball Complex, Filter Plant, Lake Patrol, East Plant, West Plant, Stipe Center, 8 City Pools, Hereford Lane Police and Waste water shop, Traffic Control and Parks, Central Garage and Sanitation, Police Tower, Firing Range and 5 Water Lift Stations

Equipment Covered

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

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

Effective Date 7/1/2011 through 6/30/2012

Fixed Yearly Rate - \$ 3060.00

BizTel Communications

By Sherri Breeden

Date _____

CUSTOMER

By _____

Date _____

Name and Title

6/10/11

Prepared For: City of McAlester
AT&T Billing
Dated March 29, 2011

Recommendations:

Disconnect the following:

- 1 918-423-1802-580 - T1 Circuit installed Feb. 2005 for Fire Dept "Call Out System". Per notice received from AT&T on 4/21/11, contract ran out on 2-23-10. There will be an increase in rate within 2 months. James spoke with the Fire Chief – Said OK to disconnect.
Current billing - **\$1022.94 Mo**
- 2 918-429-1268 and 918-429-1269 originally associated with the T1 for the Fire Dept mentioned above.
Current billing - **\$10.75 Mo - each**
- 3 918-423-9651 and 918-421-4966 – Both lines are at the cemetery. One was a fax and the other shop line. Per Randy Clifton they may not be in working order and he does not want them.
Current billing - **\$10.75 Mo - each**
- 4 918-423-2398 – Was a modem in James' office. Per James in 2006 line can be disconnected. Line now rings busy.
Current billing - **\$13.00 Mo**

Make changes to features and convert to Plexar (if possible)

For \$10.75 Mo billing

- 1 918-302-0643 – Wal-Mart Lift Station
Current billing - **\$45.00 Mo**
- 2 918-426-5410 – Police Tower
Current billing - **\$45.00 Mo**
- 3 918-426-5294 – Elevator Phone at EXPO
Current billing - **\$14.75 Mo**
- 4 918-429-1503 – Fax at Sewer Plant
Current billing - **\$14.75 Mo**
- 5 918-421-4961 – Fax in Court Clerk
Current billing - **\$13.00 Mo**
- 6 918-4216-1463 – Fax at Airport
Current billing - **\$13.20 Mo**

Block All 3 Party Billing

Current Issues:

- 1 Charges on behalf of "Calling 10 15 15 800"
918-421-4973 – Narcotics Division
Directory Assistance
Date - 3-2-11
\$7.14 – 1 time charge

- 2 Charges on behalf of "Odyssey Streaming Radio"
On line commercial free radio
918-423-9300
Start Date - unknown
Authorized by: Mark Roath
Company said he was sent a password for access listen on line
E-mail address mr@cityofmcalester.com
\$14.95 Mo

- 3 Charges on behalf of "Online BIZ Listings, Inc-INET DIR FEE"
On line business directory listing – not AT&T
918-423-9268 – Stipe Center
Start Date – 8-20-2010
Authorized by: Connie Baucom
Company calls business and asks for a verbal consent to update the listing
***Spoke with Connie Baucom – She did not know anything about this.
\$39.95 Mo

- 4 Charges on behalf of "Voicebox Voicemail Service"
Voice Mail Service
918-423-1212
Start Date – 8-10-2008
Authorized by: Glendal Luna
Company said Mr. Luna filled out a form on the internet to enroll
** Spoke with Darrell Miller in PD – He is unaware of the service and does not know Glendal Luna
\$14.95 Mo

E911 Billing – Account 918-683-0025 687 2

Requested information from Lisa Sutterfield regarding the following telephone numbers listed on E911 billing. 918-423-1071, 918-423-2269, 918-423-2717, 918-423-2720, 918-423-2806, 918-423-4328, 918-423-4516, 918-423-8012, 918-429-0121, 918-429-0122, 918-429-0123

\$608.60 Mo

5/31/11 Lisa informed us she had requested AT&T disconnect 8 lines, 918-423-1071, 918-423-2269, 918-423-2717, 918-423-2720, 918-423-2806, 918-423-4328, 918-423-4516, and 918-423-8012. **Monthly Savings - \$360**



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

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

Additional Benefits Included in the Maintenance Agreement

Contract Dates - 7/1/2011 through 6/30/2012

- BizTel maintains and repairs all inside wiring
- BizTel troubleshoots and repairs all phone related problems
- BizTel troubleshoots and maintains communications on all City Lift Stations
- BizTel acts as an Agent for City of McAlester with AT&T
 - 1) Placing repair orders
 - 2) Ordering new service
 - 3) Ordering disconnects
- BizTel provides consulting on all communications issues

ITEM G1

FINANCIAL ADVISOR SERVICES AGREEMENT

THIS AGREEMENT is made between MUNICIPAL FINANCE SERVICES, INC., an Oklahoma corporation, hereinafter referred to as "Financial Advisor," and the CITY OF MCALESTER, OKLAHOMA, a municipal corporation, acting for and on behalf of the McAlester Public Works Authority, a public trust with the CITY OF MCALESTER as beneficiary, hereinafter referred to as "City."

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, Financial Advisor and City agree as follows:

Scope of Services. The purpose of this agreement is for the Financial Advisor to render financial consulting services to the Mayor, City Council and staff on certain financial matters, including, but not limited to:

- i) Assistance in the development and implementation of a long-term Capital Improvement Financing Plan which will identify and evaluate various financing vehicles and revenue sources aimed at funding and completing as many projects as possible within the amount of funding made available. Such plan shall include a review of proposed projects and costs; an assessment of the use of existing capital improvement funds and the issuance of general obligation and/or revenue bonds/notes.
- ii) Conduct financial analysis related to the development of said Capital Improvement Financing Plan, including, but not limited to, the assessment of ad valorem taxes, sales tax revenues and/or other revenues to repay certain forms of obligations based on various repayment terms and issuance schedules. Such analysis will also include a comprehensive assessment of any existing obligations outstanding.
- iii) Preparation of a written report outlining the proposed Capital Improvement Financing Plan with specific recommendations and presentation of said plan at various public meetings as deemed appropriate by the City.
- iv) Attendance at public meetings or hearings related to the Capital Improvement Financing Plan to explain any recommended actions and answer any questions by City officials or the general public.
- v) Assistance in developing information for an election to be presented to voters related to the approval of the issuance of debt or levying of additional sales tax. Such assistance would include, but not be limited to, the preparation of brochures/pamphlets for distribution to the public; providing information to local media groups; presentations to local civic organizations and other assistance as directed by the City.
- vi) Review and comment on all legal documents prepared by the City's Bond Counsel pertaining to the election process, including, but not limited to, resolution calling the election, ordinances related to any sales tax levy, proclamation and notice of election and other related documents.
- vii) Upon passage of an election, if any, the Financial Advisor will coordinate the timing and issuance of any obligations to meet the funding requirements of the projects to be constructed with bond proceeds.
- viii) For each series of bonds or obligations to be issued, if any, the Financial Advisor will perform certain tasks and responsibilities which will include, but not be limited to, the following:
 - a) Preparation of a written report containing a preliminary analysis of the transaction, including data on current market conditions, recent bond sales, projected interest rates and debt service requirements, tax assessment impacts and other pertinent data;
 - b) Preparation of a Preliminary and Final Official Statement consistent with guidelines adopted by the Municipal Securities Rulemaking Board (MSRB); Securities and Exchange Commission (SEC) and the Government Finance Officer's Association (GFOA). Such documents will be submitted in a timely manner to the City for review and approval prior to final printing and distribution;

- c) If a competitive sale is held, prepare a Notice of Sale and Instructions to Bidders, providing information on the bidding procedures and the manner in which the bonds would be awarded to the successful bidder. Such document would be distributed to potential purchasers in a timely fashion to ensure adequate review and consideration prior to the actual sale date;
 - d) If a negotiated sale is held, provide assistance to the City in the selection and determination of the underwriter(s) and advise City officials regarding the rates and terms of the issue, including any fees or expenses to be paid to the underwriter(s);
 - e) Prepare and submit pertinent information to the rating agencies to obtain appropriate ratings on any obligations and respond to any questions. We would also advise the City in any discussions with such agencies as to the overall financial condition of the City, the proposed obligations and other matters typically reviewed by the rating agencies;
 - f) Prepare and submit pertinent information to the major municipal bond insurance companies to obtain commitments for bond insurance to be acquired either directly by the City or at the purchaser's option;
 - g) Advise the City as to the amount and timing of any obligations to take advantage of any rebate exceptions available to municipal issuers and the ability to issue "bank-qualified" obligations, if any;
 - h) Conduct the actual sale of bonds and advise the City as to the adequacy of the rates received and recommended the acceptance or rejection of any purchase contract;
 - i) Review and comment on all legal documents related to the issuance of the bonds, including, but not limited to, the Bond Indenture, Security Agreement, Arbitrage Certificate, resolutions and/or ordinances authorizing the issuance of the bonds and other related documents;
 - j) If general obligation bonds are issued, we would assist in the preparation and submission of the Transcript of Proceedings to the Oklahoma Attorney General to ensure such proceedings are submitted in a timely fashion;
 - k) Review and comment on all closing documents and provide instructions to the purchaser as to the payment and delivery of the obligations;
 - l) Prepare a written report after the sale containing a summary of the transaction, comparative sale data, an evaluation of market conditions and other pertinent data to enable the City to quantitatively assess the results of the sale;
 - m) Provide assistance to the City in developing an investment strategy for bond proceeds to maximize investment earnings consistent with applicable federal and state rules and regulations;
 - n) Assist in the selection of a qualified firm to conduct rebate calculations as necessary to meet applicable federal rules and regulations; and
 - o) Assist the City in complying with the submission of annual reports and financial information to comply with any Continuing Disclosure Agreement requirements in accordance with applicable federal rules and regulations.
- ix) Assess and evaluate any refunding opportunities available to the City and advise City officials on any appropriate action as necessary.
 - x) Inform the City of any national or state legislation impacting tax-exempt or taxable financing by municipalities.
 - xi) Attend meetings of the City Council and the McAlester Public Works Authority as needed or upon request to keep abreast of the economic and administrative climate of the City.

- xii) Assist the City in preparation for and appearance at any litigation resulting from the election or issuance of any bonds.
- xiii) Remain fully accessible to any information requests or other related needs of the Mayor, City Council and staff.

Best Effort. Financial Advisor hereby agrees that it will, at all times, faithfully, industriously and to the best of its ability, experience and talent, perform all duties that may be required pursuant to the express and implicit terms hereof to the reasonable satisfaction of the City.

Term of Employment. This Agreement shall become effective as of the date shown below and shall continue in full force and effect through June 30, 2012, and is subject to annual renewal for successive fiscal years thereafter unless terminated by the City as provided herein.

Compensation. All fees and expenses would be on a contingency basis, payable only upon the actual closing of a bond/loan transaction.

Base Fee, General Obligation/Revenue Bond/Note Issue:

Fee: 0.50 of 1% of the principal amount with a minimum fee of \$12,500 payable and contingent upon the closing of the transaction.

Expenses: Reimbursement of verified, out-of-pocket expenses not to exceed \$2,000 per each bond issue. Notice of Sale and Preliminary and Final Official Statement Printing would be additional expenses paid by the City. Rating Agency fees, Attorney General G.O. Bond examination fees and registrar-paying agent/trustee bank fees shall be paid by City.

Base Fee, Tax Increment Financing Bond Issue:

Fee: 0.75 of 1% of the principal amount with a minimum fee of \$25,000 payable and contingent upon the closing of the transaction.

Expenses: Reimbursement of verified, out-of-pocket expenses not to exceed \$2,000 per each bond issue. Notice of Sale and Preliminary and Final Official Statement Printing would be additional expenses paid by the City. Rating Agency fees, Attorney General G.O. Bond examination fees and registrar-paying agent/trustee fees shall be paid by City.

Payment of Fees and Expenses

Payment for services rendered are due and payable at the closing of an issue from proceeds of the issue or other funds of the City pursuant to submission of an invoice in proper form.

Other Costs

Other costs payable by the City which are not included in the above fee and expenses, include travel for rating meetings (if any), rating fees, credit enhancement costs, printing and distribution of official statements, bond counsel fees, paying agent or trustee bank fees, Attorney General GO bond examination fees the cost of holding an election or other costs related thereto.

Other Provisions.

- i) Termination. This Agreement may be terminated by the City at its discretion upon ten (10) days written notice to the Financial Advisor.
- ii) No Assignment Without Consent. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns of Financial Advisor and City, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without prior written consent from the City.
- iii) Disclosure. The City acknowledges receipt of the Financial Advisor's "Form ADV, Part II" at least forty-eight (48) hours prior to consideration and execution of this Agreement.
- iv) Contact Persons. For purposes of administering this Agreement, the following persons are hereby designated as contact persons for the respective parties:

Financial Advisor: Rick A. Smith, President (405/340-1727)

City: Peter Stasiak, City Manager (918/423-9300 extension 4964)
- v) Other Consulting Services. The Financial Advisor agrees to perform such other consulting services outside the scope of services described herein, if any, as requested and directed by the City. Such services shall be covered by a separate contract or agreement subject to the review and approval by the Mayor and City Council.

THIS AGREEMENT WAS DULY CONSIDERED AND APPROVED BY THE MAYOR AND CITY COUNCIL AT A PUBLIC MEETING CALLED AND HELD ON THE DATE SHOWN HEREINBELOW IN FULL COMPLIANCE WITH THE OKLAHOMA OPEN MEETING LAW.

DATED THIS _____ DAY OF _____, 2011.

CITY OF MCALESTER, OKLAHOMA

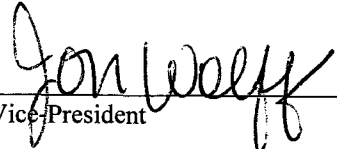
Mayor

(SEAL)

ATTEST:

City Clerk

MUNICIPAL FINANCE SERVICES, INC.



Vice-President



THE
PUBLIC FINANCE
LAW GROUP PLLC

ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807

5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

CITY OF MCALESTER, OKLAHOMA

THIS AGREEMENT is entered into as of _____, 2011, by and between THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG") and the CITY OF MCALESTER, OKLAHOMA (the "City"), a political subdivision of the State of Oklahoma, as follows:

RECITALS

WHEREAS, the City desires to engage PFLG as bond counsel to assist the City and the public trusts of which the City is a beneficiary (including but not necessarily limited to The McAlester Public Works Authority (collectively, the "Authority")) for the purposes of and consultation on any contemplated financing which the City or the Authority may from time to time undertake; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by the City as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the City:

- (1) Consultation with representatives of the City and the Authority, including the City Manager, City Attorney, Counsel to the Authority, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of any proposed financings, including general obligation bond issues, revenue bond/note issues, tax increment financing bond/note issue, and possible grants or state and federal loan programs that may be available.
- (2) Furnish full directions of all steps necessary to be taken by the City or the Authority in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of bonds or note.
- (3) Preparation of loan, security and other authorizing documents necessary for the issuance of such bond or note issues (the "Financing Documents").

- (4) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with any bond or note issue of the City or the Authority, if any.
- (5) Attendance at such meetings or hearings of the City and the Authority and working group meetings or conference calls as the City or Authority may request, and assistance to the City and Authority staff in preparation of such explanations or presentations to the governing body of the City and the Authority as they may request.
- (6) Preparation of election proceedings in connection with City elections approving indebtedness evidenced by any bond or note issue.
- (7) Preparation of final closing papers to be executed by the City or the Authority required to effect delivery of any bond or note issue of the Authority or the City and coordination of the closing of said bond or note issue, including seeking the approval of each series of general obligation bonds by the Attorney General of the State of Oklahoma.
- (8) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to the tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the City acknowledge that the City and the Authority shall be represented by Ervin & Ervin, L.L.P., or any successor firm selected by the City (collectively, "City Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with City Attorney to the extent requested by the City or City Attorney.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the City or the Authority, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the City or the Authority or any other party to the transaction in any litigation or other legal or administrative proceeding involving bond or note issuances or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, with respect to each bond or note issue, PFLG's services will not extend past the date of issuance of said bonds or note and will not, for example, include services

related to rebate compliance or continuing disclosure or otherwise related to said bonds or note, bond or note proceeds or the financed project after issuance of said bonds or note.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the City or the Authority, PFLG shall be paid pursuant to the following fee scales:

Base Fee, General Obligation or Revenue Bond/ Note Issue: 0.50 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of \$12,500, payable and contingent upon the closing of the transaction.

Base Fee, Tax Increment Financing Bond/Note Issue: 0.75 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of \$25,000, payable and contingent upon the closing of the transaction.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,000 per bond or note issuance to cover expenses and transcript production and distribution. Provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the bonds or note issue shall be paid directly by the City or Authority, but if paid by PFLG on behalf of the City or Authority, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by City or the Authority at the time of issuance of the respective bonds or note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the bonds or note and shall be entirely contingent upon issuance of the bonds or note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the City or the Authority, shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by City, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. Upon termination, PFLG shall have no future duty of any kind to or with respect to any bond or note issuance or the City or the Authority.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with

respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the issuance of bonds or notes, PFLG will act as special counsel to the City or the Authority with respect to issuance of the bonds or note; i.e., PFLG will assist the City Attorney in representing City or the Authority but only with respect to validity of the bonds or note and the Financing Documents, and the tax status of interest on the bonds or note, in a manner not inconsistent with the role of bond counsel described above.

The City acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in a bond or note financing of the City or the Authority or a project financed by or that may be involved with or adverse to the City or the Authority in this or some other matter. PFLG agrees not to represent any such entity in connection with a bond or note financing of the City or the Authority, during the term of this Agreement, without the consent of the City and/or the Authority. Given the special, limited role of bond counsel described above, the City and the Authority acknowledge that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the City and the Authority specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than City and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of City and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the City except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The City may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the bonds or notes on behalf of the City (if not the City). The City shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the City in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of

City and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 North Classen, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III


CITY:

City of McAlester
28 E. Washington
P.O. Box 578
McAlester, Oklahoma 74502
Attention: City Manager

[Remainder of Page
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The City and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: 
Allan A. Brooks, III

CITY OF MCALESTER, OKLAHOMA

By: _____
Title: Mayor
Date: _____

TAX INCREMENT FINANCING IN OKLAHOMA

PURPOSE OF THIS OUTLINE

The purpose of this outline is not to solve specific legal problems that can arise in connection with the creation of Tax Increment Financing (“TIF”) Districts. Rather, the purpose is to help identify pertinent issues that should be taken into consideration during the TIF Process. As to specific applications of federal tax law requirements, you are encouraged to contact your legal counsel or advisor. The Key Topics we will address include:

- Overview of the TIF Process
- Types of TIF Districts
- Reasons for Creating a TIF
- Financial Impacts of a TIF
- Challenges of Start-Up Financing
- Common Arguments Against Creating a TIF

OVERVIEW OF THE TIF PROCESS

- Authorized by Article 10, Section 6C of the Oklahoma Constitution
- Title 62, Oklahoma Statutes, Section 850 *et seq.*, referred to as the “Local Development Act”
- Resolution of Intent passed by governing body of City or County
 - Creation of Statutory TIF Committee
 - Members include:
 - Representative of governing body as Chairman
 - Representative of Planning Commission (if applicable)
 - Representatives from each affected taxing jurisdiction
 - Three at-large representatives
- Drafting of Project Plan
 - Information necessary to define sources of TIF revenues:
 - Proposed capital investments
 - Projected sales
 - Applicable tax rates
 - Information necessary to define uses of TIF revenues:
 - Project Summary
 - Specific Project Improvements
 - Estimated Costs
- Recommendations by TIF Committee and Planning Commission

- Public Hearings – minimum of two
 - Questions and Answers Hearing
 - Public Comment Hearing
- Formal action by governing body
 - Adoption of Ordinance or Resolution creating TIF District

TYPES OF TIF DISTRICTS

- Developer driven vs. Governmental driven
- Comprehensive Development Plan (large area) vs. Targeted Development (single business)
- Retail vs. Industrial vs. Housing
- Incentive Districts vs. Increment Districts
- Revenue Sources
 - Sales Tax
 - Ad Valorem Tax
 - Hotel/Motel Tax
 - PILOT payments
 - Others?

REASONS FOR CREATING TIF DISTRICTS

- Primary Objectives
 - Attract major investment to an the area;
 - Serve as a catalyst for retaining and expanding employment in the area;
 - Promote economic development to increase tax revenues, raise property values, and improve economic stability;
 - Preserve and enhance the tax base; and
 - Make possible investment, development and economic growth which would otherwise be difficult or impossible without the project and the apportionment of taxes from within the TIF.
- Economic Development Tool
 - May provide a competitive advantage in recruiting business over similarly situated areas
 - Increasing the job market locally by attracting industry creates more opportunities to realize increases in population, sales tax collections, and ad valorem tax collections
 - Increasing the retail market locally can attract new sales tax dollars to a community and decrease drain of sales tax dollars to surrounding locales
- The “But For” Test
 - A litmus test for creating a TIF is whether the development would occur, to the same degree, in the same manner, without the creation of a TIF District
 - “but for” the creation of the TIF District, the manufacturer would have located somewhere else

FINANCIAL IMPACTS OF TIF DISTRICTS

- Taxing Entities forego incremental increase in tax revenue for a period of time
 - Up to 25 full fiscal years
 - Up to 100% of incremental tax revenues
 - Baseline revenues unaffected
- Does not affect the tax rates
- Does not forgive obligation to pay taxes
- Tax Revenues are “invested” in the Project

Prepared by: The Public Finance Law Group PLLC

This summary is provided for educational purposes only. This summary does not represent legal advice or the legal opinion of The Public Finance Law Group PLLC or its attorneys as may be applied to a specific factual scenario. Individuals are encouraged to consult with legal counsel for the applicability of any relevant law to a specific factual scenario.

- Essentially, the taxpayers pay the respective taxes as they ordinarily would, but the tax dollars are allocated to specific components of the Project rather than to general revenue sources for the taxing jurisdictions
- A TIF intercepts the tax revenues before they are designated for specific purposes e.g. school sinking fund, dedicated capital improvement sales tax
- Sales Tax Implications
 - Municipalities rely on sales tax revenue for operations and capital improvements
 - TIFs allow for capture and use without regard to the sales tax purpose stated in the applicable ordinance
 - “Pure” sales tax rebates would have to come from revenues levied for an appropriate purpose
 - Cannibalization
 - Creation of a TIF district may create competition for the same sales tax dollars (customers shop at the TIF store rather than the Town store)
 - Creation of a TIF may cause a transfer of sales tax dollars from the general fund to the TIF fund (Town store closes and moves into the TIF)
 - Some Sales Tax TIFs incorporate a form of “Transfer Adjustment”
 - Baseline sales tax level for TIF and for City generally
 - Offsets for relocating business
- Ad Valorem Tax Implications
 - Baseline assessed value is calculated at the time of TIF creation – TIF only gets ad valorem revenues to the extent the Baseline is exceeded
 - Schools – General Fund
 - Schools are allowed general fund revenues based on a per pupil formula as designated by the State
 - Schools levy for general fund operations (typically around 36 mils). The State appropriates dollars to make up the difference between local ad valorem collections and the allowed per pupil total.
 - Revenues captured by the TIF are effectively offset by state appropriations. But...
 - If there is a State level revenue shortfall, and everyone receives a 7.9% reduction in state appropriations, the larger the overall appropriation for each district, the larger the impact that cut might have
 - Schools – Sinking Fund
 - Schools levy for sinking fund requirements based on the upcoming year’s debt service requirements
 - Levy will vary from year to year as bonds are issued and paid off, and as the tax base increases or decreases
 - The creation of a TIF doesn’t directly impact the levy rate – new ad valorem tax is generated within the TIF and used for TIF purposes, and the sinking fund levy is paid from the original tax base. But...
 - Incremental value of TIF cannot be included in a schools bonding capacity
 - If future development did in fact occur without TIF, then levy would be spread over larger base, thus reducing levy rate
 - Schools – Building Fund
 - Schools are permitted to levy (approximately 5 mils) for a capital building fund – essentially for capital expenditures

- This revenue represents the true “cost” of a TIF to a school.
 - On one side, if the TIF is not created and no development occurs, the School hasn’t really lost anything
 - On the other side, if the TIF causes a population increase at the local school, the School realizes additional capital needs but does not realized part or all of the building fund revenue that would otherwise result from the population growth
- Some ad valorem TIFs incorporate a form of offset for the schools
 - TIF may designate specific capital projects necessary to support development
 - TIF statutes allow for a portion of TIF revenues to be designated as a revenue offset to make up for revenue foregone by a taxing entity that may realize a tax burden by creation of the TIF
- Other Taxing Jurisdictions
 - May include County, County Health Department, EMS Districts, Libraries, Career Tech Systems, Community Colleges, Others?
 - General Fund levies represent the foregone revenue
 - Actual impact would largely depend on the size of the levy and the overall size of the tax base – the larger the tax base, the lower the relative impact
 - Opportunity for offset and/or designation of specific projects within the TIF
 - Sinking Fund levies not directly affected, just limits the tax base just like on school sinking funds

CHALLENGES OF START-UP TIF FINANCING

- Need capital at the start of Project, but no revenues are generated until the Project is completed!
- What do you use to pay Project costs?
 - Developer
 - Could pay costs up front, be reimbursed as TIF revenues are realized
 - Could purchase TIF bonds up front, repaid from TIF revenues
 - Developer has incentive to make Project successful
 - Developer takes the risk on Project Costs
 - Municipality/County
 - If there is no single lead developer, the governing body may be the “Developer”
 - Could pay costs up front and be reimbursed, but must budget and commit other revenues sources.
 - Could issue TIF bonds, but start-up financing will require greater security than just TIF revenues
 - Third party purchasers (banks, bondholders) are unlikely to accept speculative TIF revenues as the only source of repayment
 - Will have to pledge sales tax, utility, or GO taxing authority (including the requisite voter approval)
 - Pledging other sources may impair ability to issue debt for other purposes
 - Consideration must be given to financing impacts beyond the TIF
- A mature TIF District will have a historical basis for revenue projections, which makes stand-alone financing significantly more attractive to a prospective purchaser

Prepared by: The Public Finance Law Group PLLC

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COMMON ARGUMENTS AGAINST CREATING A TIF

- “You are creating an unfair competitive advantage for businesses in the TIF!”
 - The public effectively subsidizes the otherwise private development costs
 - TIF creates the newest and latest at a lower relative development cost
 - Existing businesses have been around for 30 years and never got any help from the City!
 - Is that completely true? (Street and utility improvements, other capital improvements and/or programs that serve the community and allow and/or encourage commerce to exist)
 - Different municipalities have differing approaches to capital infrastructure costs
 - Growth pays full costs of development
 - Users pay full cost of development
 - The local approach may impact public attitudes
- “You are taking money away that should be used to educate my children!”
 - The loss of ad valorem revenue decreases the quality of education at local schools
 - Only real impact is on building fund
 - Important to consider capital needs of schools and other community resources that will be critical in support of a successful development
- “All the businesses (and the sales tax they generate) are moving to the TIF, which means we are going to have to start laying off police and fire personnel!”
 - Unchecked cannibalization, whether of existing businesses changing location or retail dollars just moving to the newer store, represent a serious threat to municipal finances
 - Well reasoned mechanisms for controlling cannibalization can be created based on the relevant factors
 - Shared allocation of TIF revenues between development and taxing entity
 - Minimum growth levels
 - Transfer adjustments (offsets) for relocating businesses
 - For sales tax TIFs, due consideration must be given to the impact a TIF (and any revenue transfers resulting therefrom) will have on any sales tax that may be pledged to outstanding debt
 - TIF acts as an intercept, so it is effectively “senior lien” above existing debt
- “You didn’t let the people vote!”
 - The gist of the legal argument is that the TIF doesn’t levy a new tax, and it is a constitutionally created mechanism that was already approved by a statewide vote, so there is no requirement that a TIF be voted on by the general public.
 - TIF Ordinance is subject to referendum and initiative petition process just like any other municipal ordinance.
- Others?



P.O. Box 3190, McAlester, OK 74502 • TEL. 918.423.5735 • FAX: 918.426.0207 • mpowercorp.us

Date: 06.27.11

To: Tim Diehl, Lisa Kirk, Karen Kirby, Sayer Brenner, Chris McAfee,
Gary Fugitt, Tom Bledsoe, Brian Lott, Dr. Kenneth Miller.

cc: Mayor Priddle, City Manager, Pete Stasiak, McAlester City Council, McAlester
Foundation, McAlester Chamber of Commerce, Pride In McAlester, McAlester
Main Street.

From: Shari Cooper, MPower Executive Director

RE: MPOWER FISCAL YEAR 2010-2011: 4th QUARTER REPORT

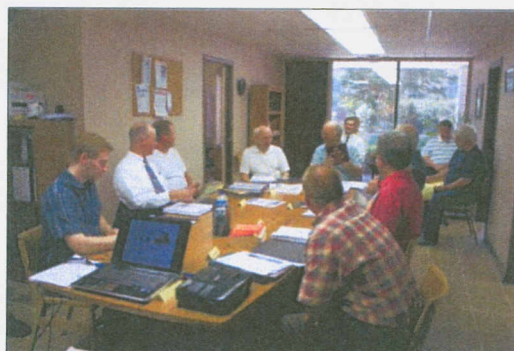
ORGANIZATIONAL NEWS

New Board Members

This quarter the MPower organization voted unanimously to approve Tim Diehl, Lisa Kirk, Karen Kirby, and Sayer Brenner as new members of the MPower Board.

MPower board members Lee Anderson, Noble Miller, Jack Inman, and Darryl Wright either finished out their term or resigned from the board.

At the June meeting, MPower voted Tim Diehl as Board President, and will be electing new officers in July.



Tactical Doing

MPOWER launched its first organizational planning effort in March, and has since had two board planning sessions. Kathy Hendrick, Director of the Center for Regional Economic Development at Southeastern Oklahoma State University, facilitated MPOWER's two "Tactical Doing" sessions. With a relatively new board in place, MPOWER will continue and complete this work during the next few months.



Creation of the 501(c)(3)

MPOWER has completed and submitted an application to the IRS to establish a 501(c)(3) organization, which will help MPOWER raise additional funds and not be so reliant on the City for funding. Tulsa-based attorney, Dan Beirute, submitted the application on behalf of MPOWER and has informed us that MPOWER is legally permitted to start fundraising under the 501(c)(3) organization status. All donations made to MPOWER will be tax deductible upon the IRS's approval of the application.

MPOWER will be establishing a fundraising committee which will immediately start planning a community-wide event to kick off the fundraising effort.

MPOWER Works!

MPOWER's first organization clean up occurred on June 25, 2011. Board President Tim Diehl led the effort and recruited several community volunteers to help clean-up and de-litter Waterworks Road near Lake Talawanda. Over 150 people showed up - along with MPOWER Staff, Gary Fugitt, Karen Kirby, Sayer Brenner, Brian Lott, and Dr. Kenneth Miller - to help pick up trash and protect our area's watershed.



Special thanks to all of the volunteers and corporate partners who participated in this public-private partnership:

- **Weddle Signs**
- **Dutton Welding & Construction (Alderson, OK)**
- **Barnett Construction**
- **Miller Glass**
- **Wal-Mart**

Larger groups of volunteers included **The McAlester Buffalo Football Team (Special Thanks Coach Pratt)**, **The McAlester Cheer Team (Special Thanks Ashley Shumway)**, **Team Equestrian Association of McAlester**, **The 4H Club volunteers**, **McAlester Regional Health Center for providing medical volunteers**, **The Bank NA employee volunteers**, and **McAAP's Safety Manager, James Hammonds** who made sure all of the volunteers were well equipped to handle the woods and the 97 degree heat that day!



Governor's Hunt

MPOWER is also proud to announce that we will be bringing Oklahoma's First Annual Invitational "Governor's Hunt" to McAlester. This November, Governor Mary Fallin will be the host of this major economic development event. At her special invitation, several CEOs from around the nation will fly into McAlester to experience the best of what the McAlester area has to offer.

Similar to the Lt. Governor's Turkey Hunt, this event will take place over the course of a long weekend - and allow the entire community of McAlester to showcase its many assets to the company executives. MPOWER is excited to be leading this effort, and will be involving several community partners in the production of this very important economic development event.

MANUFACTURING PROSPECTS AND PROJECTS

Project Westward Bound

MPOWER submitted a proposal to a construction materials company via the Oklahoma Department of Commerce. The company was looking to create 50-75 new jobs with a \$70 Million total investment. McAlester was shortlisted for a site visit in April. MPOWER gave the company's site locator a tour of McAlester, and showed the company several sites, including land within the Taylor Industrial Park.

Unfortunately, the site locator felt there was too much site work that needed to be completed to make the site right for his company. Consequently, the company has eliminated McAlester from consideration.

Project Power Tower

MPOWER responded to a company who is seeking to establish a new U.S. "manufacturing/fabrication/galvanizing facility" by end of this year. The proposal came to us through PSO/AEP. Projected capital investment from the company would be approximately \$6.0 million. To date, we have had no response as to whether or not we have been shortlisted for a site visit.

Project Wire

MPOWER met with and gave a site tour to an energy company looking at our area. The company is looking to create up to 100 jobs and make a \$75 Million investment. We are currently still in discussion with this company.

Project Patriot

Discussions are ongoing between MPOWER, McAAP, and Project Patriot, a defense contractor who I made contact with at the SHOT Show. This company has been given detailed information on McAlester and has requested more detailed facility information, which we are providing.

Project Horizon

Discussions are ongoing between MPOWER, McAAP, and another defense contractor follow up contact from the Las Vegas SHOT Show. This company has been given detailed information as well and is in discussions with McAAP.

Other

We have also sent information on Steven Taylor Industrial Park to a Dallas real estate broker who was looking for 5-6 acres of land for an unidentified business/industry.

RETAIL PROSPECTS & PROJECTS

MPower recruited and met with out of state retail developer who visited McAlester in May. The developer showed interest - but did not find any attractive enough sites for development. More on this below.

We also gave a site tour of McAlester to an in-state retail developer, who has recently developed a Hobby Lobby. Again, we showed this developer around Highway 69 including the City's "Southside Business Park." Unfortunately, this developer told us exactly what the previous developer communicated. There are no sites, currently, that are both available and outstanding in their attributes to create a viable retail development at this time.

This message was reinforced when we had a follow-up site tour with a restaurant franchisee owner and corporate real estate representative from out of state. MPower had been working with this developer for over a year. During this time, we had been working on what appeared to be the best development site along Highway 69. The developer had conducted the due diligence on the site but ran into an issue concerning access. Due to the ODOT's limited access design at the Hwy 69 & Comanche Intersection, the land we were contemplating has been eliminated from consideration for this proposed development. Efforts continue to find another site for these restaurants, who seek a suitable location in McAlester.

Suitability Analysis of Potential Sites for Commercial Development:

We have essentially completed the fact-finding portion of our Hwy 69 Commercial Property Analysis. We now have maps and are working through a development matrix for all potential sites along the highway. The criteria we are using includes:

1. Location and Traffic Counts (proximity to Wal-Mart is most desirable)
2. Visibility from Highway 69, and frontage
3. Parcel shape, size, and topography
4. Property condition (is the site cleared, graded or flat?)
5. Utility location and availability

Though never done before here in McAlester, all of these features have been mapped over current aerial photographs. Our next phase will be to review our methodology with the MPower Board Real Estate Committee - and then present our findings to the city.

DATA AND DEMOGRAPHICS

Pittsburg County Economic Development Profile

MPower staff completed an Economic Development Profile for Pittsburg County, the current service boundaries for MPower. This analysis provides a greater understanding of the economic conditions of the local economy, including data trends, strengths, and weaknesses. If you are interested in learning more, this detailed PDF report can be downloaded on our website at: <http://www.mpowercorp.us/index.php?id=20>

Local Labor Market Area Wages

MPower recently produced, and posted to our website, a very informative document on wage and salary information for nearly every job within our job market. A copy can be found at: <http://www.mpowercorp.us/index.php?id=23>

Keeping In Touch Report

MPower also recently posted a new local economic report for the month of June 2011, which describes local economic indicators and upcoming economic development events, which included the Rural Regional Economic Development Workshop, hosted by The Oklahoma Department of Commerce. The workshop was held at Kiamichi Technology Center and commerce representatives made presentations and answered questions pertaining to economic development. The report can be found at: <http://www.mpowercorp.us/index.php?id=327>

CITY-SPECIFIC BUSINESS

Site Ready Certification Program

MPower is in discussions with the City to address the site readiness of the Taylor Industrial Park. At minimum, the vacant lots need to be cleared and graded in order for the park to be eligible to enter the Program. With a new board in place now, the Real Estate Committee will establish an ad hoc "joint task force" between MPower and the City, and possibly others, in order to find solutions on how to bring the park up to a more marketable level.

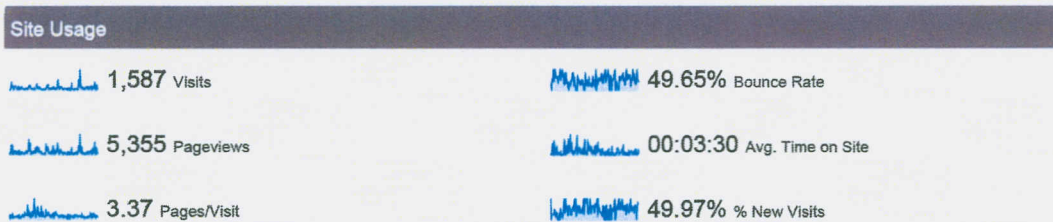
OTHER

- Attended Lieutenant Governor's Turkey Hunt, which has since produced a site visit from a retail developer to McAlester.
- Arranged tour to Lawton-Fort Sill and Ardmore with City officials, and members of MDSA.
- Attended MDSA meetings and working on follow up including planning for McAAP and DC delegation.

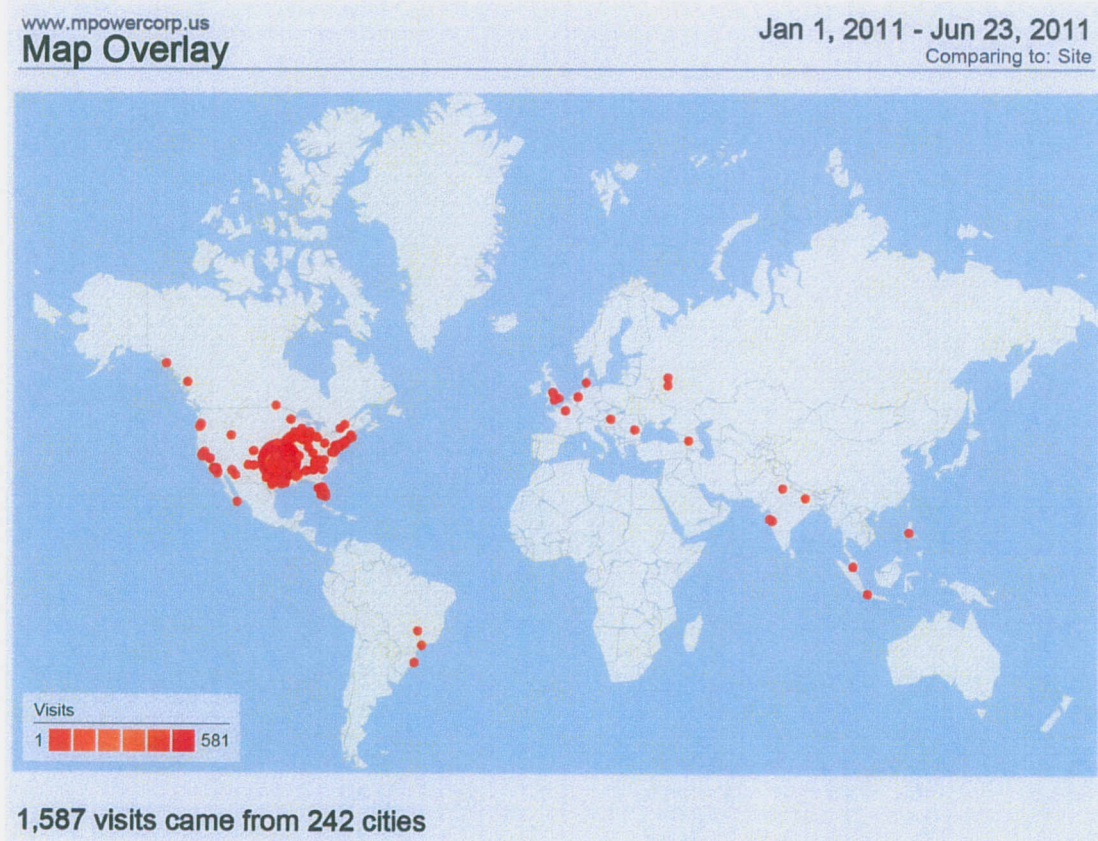
MARKETING

Website

Since we launched our website, we have been making changes to it. These changes include information on the "available sites" section, as well as activity on the "news" and "tourism" sections. After running Google Analytics on the performance of our site we learned that between January 1 and June 23, 2011, MPower had **over 1500 individual visits**, and over **5300 pages** on the website viewed.



Beyond the United States, **15 other countries** looked at McAlester. It seems we are in fact, putting McAlester on the map! MPower is RURAL, REGIONAL, GLOBAL!



New - Virtual Tour Interactive Map

We have nearly completed our work on the virtual tour interactive map for McAlester. This map will feature McAlester's location from a local, regional, and national perspective - as well as highlight local landmarks, institutions, tourist destinations, and available properties for both manufacturing and retail development.



Tourism Marketing

Because MPower supports increasing the sales tax revenue of McAlester, we have been working diligently on different projects that support tourism in our area. Because tourism brings in outside dollars, we are working with the OK Dept of Tourism to help market our area for tourism.

Tourism Booklet

We have almost completed our 16-page tourism booklet, which will complement the smaller brochure we produced earlier this year. We are very excited to be one of the first in the state, to incorporate a new technology known as **QR Codes**. These codes are activated by using SmartPhones.



QR Code Directions:

Open a 'barcode scanner' application on your Smartphone (such as i-nigma, available on the Apple App Store, Android Market or BlackBerry App World.) Point your phones camera at the code and scan for discounts!

These codes not only take the user to the desired site for more information, to watch a video, or find a coupon - but we can also track and quantify the results of our efforts.

Our coupons will be collected by merchants when they are redeemed. Consequently, we be able to track the brochure's effectiveness, and be able to approximate how many tourists are making use of our booklet. The QR Codes will also increase traffic to websites - and we will be able to quantify that usage as well.

Kiamichi Tourism Board

The Kiamichi Country Inc. organization produces the regional tourism magazine on SE Oklahoma, in partnership with the Oklahoma Department of Tourism. Because Pittsburg County had no representative, MPower was asked to join the board. We accepted this board position in May. In June, we attended their meeting and shared our desire to get McAlester more involved in their tourism marketing. Every county has 3 seats on the board and our town has fallen way behind. We recommend filling these vacancies so McAlester and Pittsburg County can not only stay visible, but support and grow tourism!



International Sister City

MPower is also searching for a Sister City for McAlester. We are going through the Sister Cities International program, and targeting either Italy, Germany, or France because of the population's local heritage. This partnership would create unique opportunities for McAlester - such as marketing, tourism, education, and trade (import/export).



CITY BUSINESS & FOLLOW UP

Sales Tax Rebate Program:

In March, MPower drafted a memo to the City regarding a Sales Tax Rebate proposal for the downtown business district. Since this time, we have been working with city officials and the Main Street Program to create program guidelines that might establish a temporary Sales Tax Rebate Program. We have made progress with the committee established by the Mayor, and the resolution should be ready to be introduced and vetted by council the last week in June.

Recreational Trails Meeting:

MPower accompanied the city to a meeting with LandPlan Consultants, where we engaged in conversation regarding the possibility of developing a multi-use recreational trail network in McAlester. The creation of a trails system could greatly enhance the quality of life for McAlester residents and be another feature to market to companies.

McAlester Armory

MPower joined the city officials in a tour of the McAlester Armory (at 3rd & Polk). This building is in good shape and may be donated to the city from the state. The City is exploring ways in which it *could convert the building into a business incubator*, public library, community center, museum, or any number of other uses. Since MPower, Eastern Oklahoma State College, and Kiamichi Technology Center have been discussing

the potential of a partnership to support an agribusiness incubator - this could be a facility worth a bit more exploration.

Business Improvement District

MPower provided research for Councilman Steve Harrison, who is interested in the possibility of creating a "Business Improvement District" (BID) for McAlester. A Business Improvement District is a public/private partnership in which property and business owners elect to make a collective contribution to the maintenance, development, and promotion of their commercial district. BIDs are funded through an assessment that the businesses in the District choose to levy on themselves. The funds can be used to provide sidewalk cleaning, graffiti removal, flower planting, improved streetlights, and other things that would benefit the District. To establish a BID, a majority of the property owners within the district must support the creation of the BID district. MPower mapped the properties and relevant property information along Choctaw Avenue, where a Business Improvement District might potentially be established.

Grants

MPower researched and shared information with the City on potential grant opportunities regarding transportation enhancements and improvements. Grants researched and identified by MPower are as follows:

- *Transportation Enhancement Program* - provides federal funding through the Oklahoma Department of Transportation for streetscaping and other transportation projects.
- *The Oklahoma Recreational Trails Program* - provides federal funding through the Oklahoma Tourism and Recreation Department. The City can apply for both of these grants in 2012.

When applying for these grants, MPOWER hopes that the City is able to also utilize the demographic analysis reports that we have completed.



810 Houston St
Fort Worth, Texas 76102-6298

June 20, 2011

Re: Division Order
XTO Well #109853, JERNIGEN 01-04H
PITTSBURG County, OK

Dear Interest Owners:

Enclosed are two (2) copies of XTO's Division Order (DO) for the captioned well. This DO shows your interest and the address we have on file for you.

This DO is not a contract, and does not alter your lease or any other rights you have. The DO is simply confirmation that the well has reached producing status and confirms your decimal interest in revenues. This DO is also a way for you to provide XTO your preferred mailing address for revenue payments and your social security number for 1099s.

Please note that one copy of the DO is for you to sign and return (see the enclosed instruction sheet for any questions about signing), and one copy is for you to keep for your records.

Along with the DO and instruction sheet, please find enclosed a standard package which includes: a brochure with information about XTO's Interest Owner Relations Online System, and a form with instructions for reading XTO's revenue check detail. **PLEASE NOTE:** If you have previously provided XTO with any of these forms please disregard. If a W9 Form has been included with this Division Order this indicates that XTO does not have a Social Security Number or Taxpayer Identification Number for you on file.

If you have any questions, please call XTO's Interest Owner Relations at 1-866-886-2613.

Yours truly,

XTO ENERGY INC.

Wayne Webb
Senior Division Order Analyst
Fax: (817) 887-5996
Email: Wayne_Webb@xtoenergy.com
Toll Free Owner Info Line: (866) 886-2613

wwweb
enclosures

DIVISION ORDER**Internal Use Only**

100W109853-71

TO: **XTO ENERGY INC.**
810 Houston Street
Fort Worth, Texas 76102

Date: **June 20, 2011**

Analyst Initials: **WWEB**

Property Number: **109853**

Effective Date: **FIRST SALES**

Property Name: **JERNIGEN 01-04H**

Product: **ALL**

Operator: **XTO ENERGY INC.**

County & State: **PITTSBURG COUNTY, OK**

Property Description: **SECTION 4-6N-14E, CONTAINING 639.92 ACRES, MORE OR LESS**

Owner Name and address: **CITY OF MCALESTER**
PO BOX 578
MCALESTER, OK 745020578

OWNER NUMBER: **700806**

Type of Interest: **ROYALTY**
 Decimal Interest: **0.045988660**

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____

Owner(s) Printed Name: _____

Owner(s) Tax ID or SSN: **xxxxxx5314**

Owner Daytime Telephone #: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
 Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***** SIGN AND RETURN THIS COPY TO XTO *****



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2011
Planning & Community
Department: Development
Prepared By: Peter Stasiak
Date Prepared: July 5, 2011

Item Number: 1
Account Code: N/A
Budgeted Amount: N/A
Exhibits: _____

Subject

Consider and act upon renewing action taken on June 14, 2011 for a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial).

Recommendation

Motion to approve and act upon renewing a previous action taken on June 14, 2011 to changing the existing zoning for approximately 267,000 Square foot of land located in Lot 5 and Lot 6 according to the subdivision of the E ½ SE ¼ of Section 13, T5N, R14 East, Pittsburg County, State of Oklahoma.

Discussion

The applicant (Stipe Investments LLC.) has requested reconsideration to renew a previous action by the Council taken on June 14, 2011. The June 14, 2011 City Council meeting had five (5) members present and the applicant is requesting a full vote of the Council.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>July 5, 2011</u>



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2011
Planning & Community
Department: Development
Prepared By: Peter Stasiak
Date Prepared: July 5, 2011

Item Number: 2
Account Code: N/A
Budgeted Amount: N/A
Exhibits: (6) See Below

Subject

Consider and act upon a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial).

Recommendation

Motion to approve and act upon changing the existing zoning for approximately 267,000 Square foot of land located in Lot 5 and Lot 6 according to the subdivision of the E ½ SE ¼ of Section 13, T5N, R14 East, Pittsburg County, State of Oklahoma and authorizing the Mayor to sign the attached Ordinance.

Discussion

The applicant (Stipe Investments LLC.) is requesting a zoning change from R-1B (Single Family Residential) to C-5 (Highway Commercial). The McAlester Planning and Zoning Commission met on June 17, 2011 and voted 7 in favor and 1 opposed to recommend approval of the re-zone. The re-zone is a 267,000 square foot of land located at 200 and 202 Swallow Drive. The following documents are attached for your reference:

1. Site location and adjacent zoning map
2. Ordinance
3. Planning and Zoning Staff Report
4. Planning and Zoning minutes
5. Pictures – Locke Supply, Oklahoma
6. Building site layout

Approved By

Department Head

City Manager

P. Stasiak

Initial

PJS

Date

July 5, 2011

1326.7'

SOUTH MAIN STREET

662.7'

DEPARTMENT OF HUMAN SERVICES

CWM ENTERPRISES, LLC

C-5

R-1B

SEC. 13

SEC. 18

SEC. 24

SEC. 19

EAGLE RIDGE ADD.

95'	2	95'	80'	115'	11	10	115'	80'	94.75'	12	94.75'
165.20'		95'		90'	12	9	90'		94.75'	11	94.75'
165.27'		95'		90'	13	8	90'		94.75'	10	94.75'
165.35'		95'		90'	14	7	90'		94.75'	9	94.75'
165.42'		95'		90'	15	6	90'		94.75'	8	94.75'
165.50'		95'		90'	16	5	90'		94.75'	7	94.75'
165.57'		95'		90'	17	4	90'		94.75'	6	94.75'
165.57'		95'		90'	18	3	90'		94.75'	5	94.75'
165.65'		92.5'		90'	19	2	90'		94.75'	4	94.75'
165.78'		92.5'		90'	20	1	115'		94.75'	3	94.75'
165.85'		100'		115'	130'		130'		94.75'	2	94.75'

SWALLOW DRIVE

104.65'	90'	90'	90'	111.25'
126.01'	5	4	2	1
104.65'	90'	90'	90'	111.25'
150.33'	60'	60'	60'	54.47'
126.32'	8	9	10	11
174.61'	7	10	11	12
110.08'	60'	60'	60'	54.47'
110.08'	60'	60'	60'	54.47'
162.30'	6	5	4	3
175.95'	5	4	3	2
151.94'	60'	60'	60'	54.47'

FRANK W. MAFFEO

193'

THE TRAILS

98'	98'	98'
131'	4	3
98'	98'	98'

BLUEBIRD DRIVE

98'	98'	98'
131'	4	3
98'	98'	98'

AREA OF REQUEST

O R D I N A N C E N O. _____

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: A TRACT OF LAND LYING IN LOT 5 AND LOT 6 ACCORDING TO THE SUBDIVISION OF THE E1/2 SE1/4 OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

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

SECTION 1. GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

A tract of land lying in Lot 5 and Lot 6 according to the subdivision of the E1/2 SE1/4 of Section 13, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, as Recorded in the Pittsburg County Clerk's Office on January, 19, 1920 at 11:00 a.m., and more particularly described as: Commencing at a point on the East Line and 861.6 feet North of the Southeast Corner of said E1/2 SE1/4 of Section 13; thence N 85°08' W a distance of 32.0 feet to a point; thence N 78°18' W a distance of 163.4 feet to the point of beginning; thence North to a point, said point being N 83°16'06" W a distance of 193 feet from the East Line of Lot 6 and S 08°00'55" W a distance of 304.7 feet from the North line of Lot 6; thence N 08°00'55" E a distance of 304.7 feet to a point of the North Line of Lot 6; thence S 89°57' W along the Northerly Line of Lot 6 a distance of 455 feet to a point; thence S 14°14' W a distance of 486.43 feet to a point; thence S 78°18' E a distance of 543 feet to the point of beginning.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this _____ day of _____, 2011.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2011.

By _____
William J. Ervin, City Attorney

**PLANNING & ZONING COMMISSION
STAFF REPORT
MAY 17, 2011**

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: May 11, 2011

Case: PC #388, Rezone

APPLICANT(S): Stipe Investments LLC
PO Box 728
McAlester, OK 74502

ZONING DISTRICT: R-1B (Single Family Residential District)

BLOCK NUMBER: See Attached Legal Description
Formerly South McAlester
Pittsburg County
State of Oklahoma

GENERAL DESCRIPTION:

Applicant is requesting a change in zoning from R-1B (Single Family Residential District) to C-5 (Highway Commercial District)

NOTIFICATIONS:

City of McAlester (Sewer & Water)	No Objections
City of McAlester (Engineering)	No Objections
CenterPoint Gas	
Allegiance Communications	
AT&T	
American Electric Power/PSO	
McAlester News Capital (Publication)	May 1, 2011

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	17
Notification receipts received	13
Notification letters returned unclaimed	2

ATTACHMENTS:

City area zoning map	Attached
Map of requested area	Attached
Site pictures	N/A
300 foot radius map	Attached
Application	Attached

STAFF RECOMMENDATION:

Staff recommends approval of the zoning change from R-1B to C-5.

McAlester Planning Commission Minutes

Tuesday, May 17, 2011

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:30 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 8

Mark Emmons

Robert Way

John McNally

Harvey Bollinger

Denise Lewis

Susan Kanard

Karl Scifres

Ross Eaton (late)

Commissioners Absent: 2

Karen Stobaugh

Primus Moore

Item 2 Approval of Minutes from April 19, 2011 and May 3, 2011

A motion was made by John McNally to approve minutes with corrections was seconded by Robert Way.

The vote was 7-0 as follows:

AYE: Emmons, Lewis, Scifres, Kanard, McNally, Bollinger, Way

NAY: None

Motion Carried

(Ross Eaton was not present at time of vote.)

GENERAL BUSINESS:

Item 3 TABLED FROM PREVIOUS MEETING: Discussion and Action on V. E. #138 Request to Close: All that part of Illinois Avenue lying South of Lot 1, in Block 677, Highland Park Addition

The applicants asked that this item be tabled again until the next Planning & Zoning meeting.

A motion made by John McNally was seconded by Susan Kanard.

The vote was 7-0 as follows:

AYE: Lewis, Emmons, Scifres, Kanard, McNally, Bollinger, Way

NAY: None

Motion carried.

(Ross Eaton was not present at time of vote.)

Item 4 Discussion and Action on P. C. #388 Request to Rezone: A tract of land in Lot 5 & Lot 6, according to the Subdivision of the E ½ SE ¼ of Sec. 13, T5N, R14 East

City Manager Peter Stasiak gave the staff report and stated the applicant is Stipe Investments, LLC, PO Box 728, McAlester, OK and is requesting a rezone from R-1B (Single Family Residential) to C-5 (Highway Commercial District). Mr. Stasiak told the Commission that a portion of this property is already zoned C-5 but was not sure exactly how far back that zoning went, therefore the applicant is getting the entire area rezoned to C-5. Staff recommends approval of the application for rezone.

Mr. Wayne Stipe, 311 Eagle Bend, McAlester, OK, spoke on behalf of Stipe Investments, LLC. Mr. Stipe stated there are approximately 7.3 acres in this tract of land but is only asking for the rezone of 6.1 acres leaving 1.2 acres, which will be purchased by an adjacent property owner, as a buffer zone between the two zoning areas. Mr. Stipe told the Commission if the property gets rezoned he already has a buyer.

There was no one to speak in opposition.

The Commission had a few questions/concerns as to traffic issues and whether the street could hold up to commercial traffic and if the proposed buyer falls through then anything categorized under C-5 zoning would be allowed. Mr. Stasiak stated these issues would be discussed when and if then property is ready to be developed.

A motion made by Harvey Bollinger was seconded by Karl Scifres to accept the application as presented and be forwarded to the City Council for approval.

The vote was 7-1 as follows:

AYE: Emmons, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: Lewis

Motion carried.

Item 5 Discussion and Action on V. E. #139 Request to Close: Ninth Street to Crisler Avenue; Crisler Avenue from Plum Street to Lot 6, Block 21; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35.

City Manager Peter Stasiak gave the staff report and stated the applicant was AEP/PSO, 212 E. 6th Street, Tulsa, OK and are asking for closure of some streets and alleys. He stated that a representative from AEP/PSO was present to ask questions of to see what their plans are.

Toney Foster, Claremore attorney, was there to represent AEP/PSO. Mr. Foster wanted to

start off by asking to amend the application to exclude Crisler Avenue in front of Lot 6, in Block 21, McAlester Addition, so no one will be completely blocked from their property. He gave the Commission current satellite photos of the area of request showing the current state of the property and stated the reason this area has not been developed due to elevation issues.

Renato Caniglia, owns Blocks 22, 27, and 36 just east of the proposed closings, is in favor of the closings.

Tom Boozer, owner of the property to the north of Crisler Avenue, is opposed to the closing of Crisler Avenue. After speaking with a representative from AEP/PSO, Mr. Boozer thought that Crisler Avenue would not be closed since it would limit access to his property. Mr. Foster stated that AEP/PSO would like to amend their application again to withdraw the closing of Crisler Avenue from Plum Street to Tenth Street from the vacation. Mr. Boozer was satisfied with the amendment.

A motion made by Harvey Bollinger was seconded by John McNally to accept the application with the amendments and be forwarded to the City Council for approval.

The vote was 8-0 as follows:

AYE: Lewis, Emmons, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: None

Motion carried.

Item 6 Discussion and Action on Changing the times of the Planning & Zoning Meetings

Commissioner Emmons explained to the board that for the time change from 7:30 PM to 6:30 PM of the regularly scheduled Planning & Zoning meetings to be official there needed to make motion and a vote.

A motion made by John McNally was seconded by Harvey Bollinger to accept the time change.

The vote was 8-0 as follows:

AYE: Lewis, Emmons, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: None

Motion carried.

Item 7 New Business

There was no new business

Item 8 Staff Report

City Manager Peter Stasiak stated that it had been a slow month for new building permits. He shared with the commission that the Legends at Hickory Ridge Phase II will be done in about a month and the developer will start on Legends at Hickory Ridge Phase III in the near future.

Item 9 Commission Report

Commissioner Emmons stated the board needs to get together to talk about merging the Wyandotte and Wade Watts Corridor Ordinances.

Item 10 Adjournment

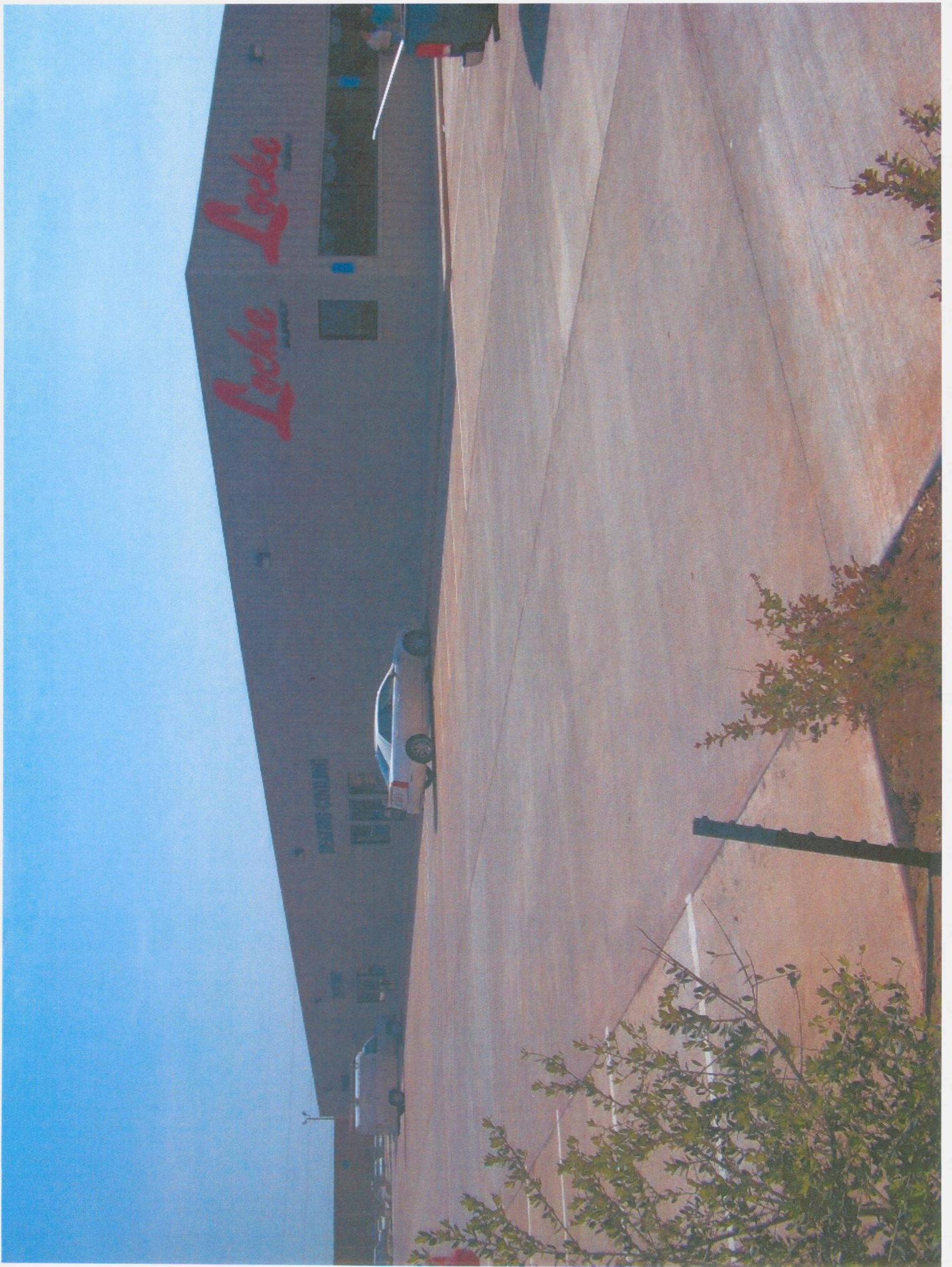
A motion made by Karl Scifres was seconded by John McNally to adjourn the meeting at 7:16 PM.

The vote was 8-0 as follows:

AYE: Emmons, Lewis, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: None

Motion carried.











PROPOSED - 1



SCALE



BLD
2

PLASTIC
PIPE
STORAGE
37,000 sq'

CUSTOMER
PARKING

ENTRANCE

TRUCK
DELIVERY

PARKING

NEW
BUILDING

125'

200'

← 50' →

50'

S 8°10'59" W
304.70'

DICD 193.00'

S 89°13'17" E
193.00'

MATFLO

S 89°48'53" W
383.51'

S 89°48'53" W
455.00'

S 89°48'53" W

S 89°48'53" W
142.60'

IN CORNER LOT 6

156.01'

293.20 FIELD
DIED 378.4

235.04
234.46 DIED

32'

163.4'

543'

S 72°23'39" E
208.40'

PROPOSED - Z



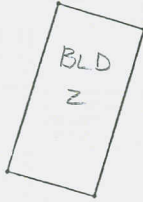
SCALE

543'

S 28° 22' 45" E
706.40'

163.4'

321
321



PLASTIC
PIPE
STORAGE
37,000 sq'

TRUCK DELIVERY
ENTRANCE

LANDSCAPING
125'

200' NEW
BUILDING

CUSTOMER
PARKING

100'
EMPLOYEE
PARKING

S 8° 10' 59" W
304.70'

THAFTO

DIED 193.00'

S 0° 11' 13" E
193.00'

S 89° 48' 33" W
363.51'

S 89° 48' 33" W
435.00'

S 89° 48' 33" W
142.60'

S 89° 48' 33" W
142.60'

IN CORNER LOTS

293.30 FIELD
OELD 170.4

324.60 OELD
324.04

156.01'



McAlester City Council

AGENDA REPORT

Meeting Date:	July 12, 2011	Item Number:	3
Department:	Planning & Community Development		
Prepared By:	Peter J. Stasiak, CM	Account Code:	N/A
Date Prepared:	July 5, 2011	Budgeted Amount:	N/A
		Exhibits:	(4) See Below

Subject

Consider, act upon and Ratify Ordinance No. 1366.

Recommendation

Motion to approve, act upon, and ratify Ordinance No. 1366.

Discussion

The applicant is requesting the closing of all that part of Illinois Avenue lying south of Lot 1 in Block 677, Highland Park Addition. This section of Illinois Street was closed previously on December 11, 1972 by Ordinance No. 1366 but was never filed in District Court. Therefore, the applicant had to ask for closure before the McAlester Planning Commission. The McAlester Planning Commission met on June 21, 2011 and voted unanimously to recommend the approval of the closure. The following documents are attached for your reference:

1. Site location and adjacent zoning map
2. Ordinance
3. Planning and Zoning Staff Report
4. Planning and Zoning minutes

Approved By

Initial

Date

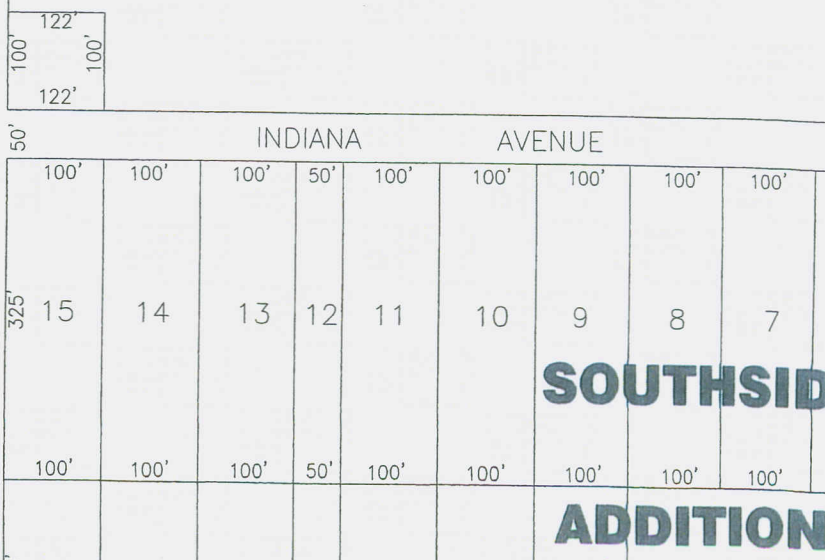
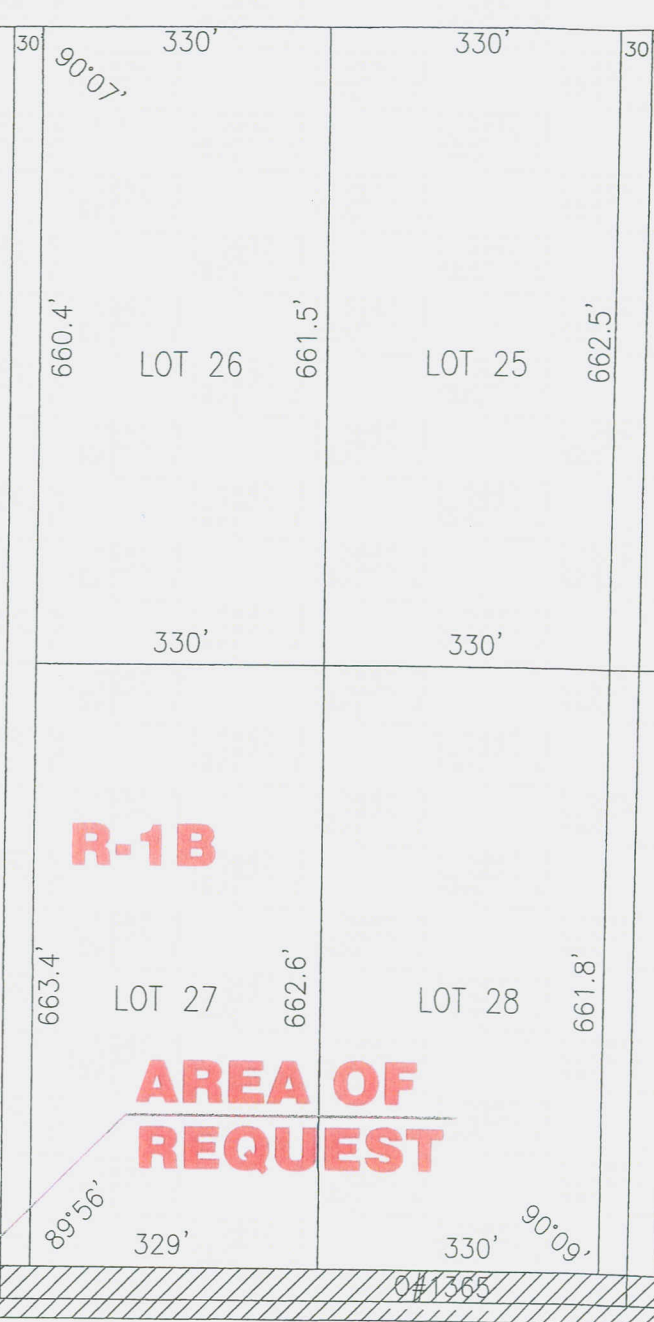
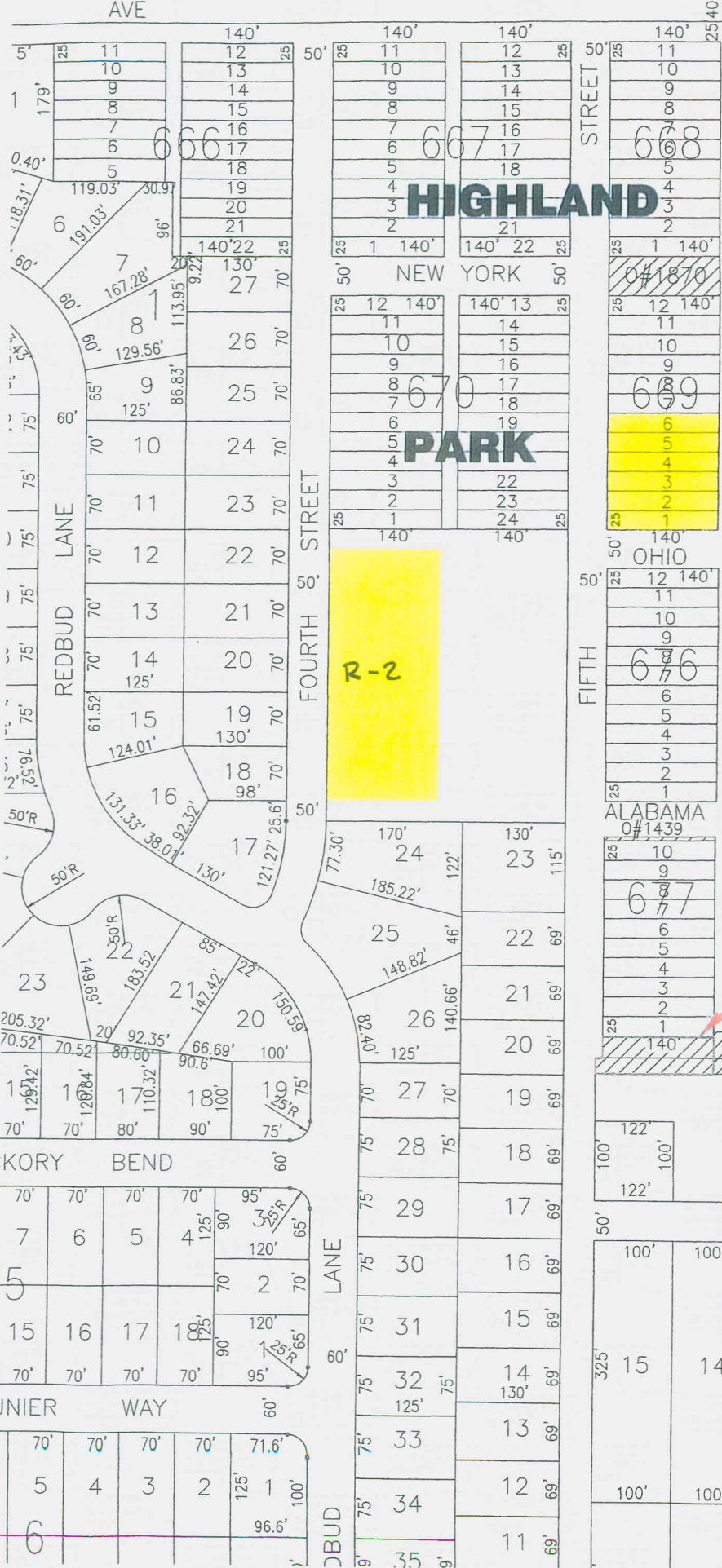
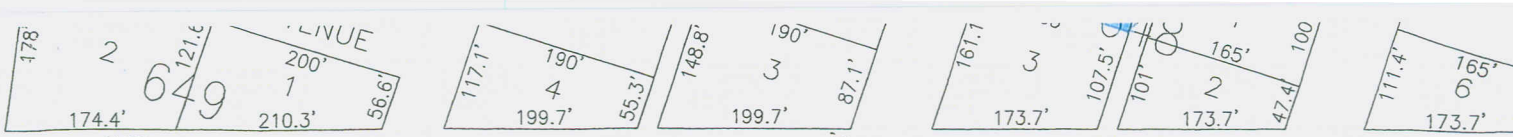
Department Head

City Manager

P. Stasiak

PJS

07/05/2011



ORDINANCE NO. 1366

AN ORDINANCE TO ANNUL, VACATE, CLOSE AND DISCONTINUE ILLINOIS STREET FROM FIFTH STREET TO NINTH STREET, IN THE CITY OF McALESTER, OKLAHOMA, AND GRANTING OWNERSHIP OF SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS AND DECLARING AN EMERGENCY.

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

SECTION 1: That it shall be, and is hereby declared necessary and expedient to vacate, close and discontinue Illinois Street from Fifth Street to Ninth Street, more particularly described below, and that the same shall revert to the owners of the real estate thereto adjacent on each side as provided by law, and the City of McAlester to retain all utility easements.

Illinois Street from Fifth Street to Ninth Street in the City of McAlester, County of Pittsburg, and State of Oklahoma.

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 and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 11th day of December, 1972.

THE CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By James L. Mills
James L. Mills, Mayor

(SEAL)

ATTEST:

Marilyn Wilcox
Marilyn Wilcox, City Clerk

PUBLISHED IN THE McALESTER NEWS CAPITAL ON THE _____ DAY OF _____, 1972.

**PLANNING & ZONING COMMISSION
STAFF REPORT
JUNE 21, 2011**

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: June 16, 2011

Case: Request to Close – V. E. 138

APPLICANT(S): Craig & Brenda Daniel
533 South 7th Street
McAlester, OK 74501

ZONING DISTRICT: R1-B (Single Family Residential)

BLOCK NUMBER: 677
Formerly South McAlester
Pittsburg County
State of Oklahoma

GENERAL DESCRIPTION:

Applicant is requesting closure of all that part of Illinois Avenue lying South of Lot 1, in Block 677, Highland Park Addition.

NOTIFICATIONS:

City of McAlester (Sewer & Water)	No Objections
City of McAlester (Engineering)	
CenterPoint Gas	No Objections
Allegiance Communications	
AT&T	No Objections
American Electric Power/PSO	
McAlester News Capital (Publication)	March 30, 2011

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	30
Notification receipts received	26
Notification letters returned unclaimed	4

ATTACHMENTS:

City area zoning map	Attached
Map of requested closure area	Attached
Site pictures	N/A
300 foot radius map	Attached
Application	Attached
Ordinance	Attached

STAFF RECOMMENDATION:

This section of Illinois Street was closed previously in December 1972 by Ordinance No. 1366 but was never filed in District Court. Therefore, the applicant must ask for closure before the Planning Commission. Staff recommends approval of the closure.

McAlester Planning Commission Minutes

Tuesday, June 21, 2011

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:31 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 8

Mark Emmons	Robert Way	Karen Stobaugh	Harvey Bollinger
Denise Lewis	Susan Kanard	Primus Moore	Ross Eaton

Commissioners Absent: 2

Karl Scifres John McNally

Item 2 Approval of Minutes from May 17, 2011

A motion was made by Robert Way to approve minutes with corrections was seconded by Karen Stobaugh.

The vote was 8-0 as follows:

AYE: Emmons, Lewis, Kanard, Moore, Bollinger, Stobaugh, Way, Eaton

NAY: None

Motion Carried

GENERAL BUSINESS:

Item 3 TABLED FROM PREVIOUS MEETING: Discussion and Action on V. E. #138 Request to Close: All that part of Illinois Avenue lying South of Lot 1, in Block 677, Highland Park Addition

City Manager Peter Stasiak gave the staff report and stated that the applicants are Craig & Brenda Daniel, 533 S. 7th Street, McAlester, OK and are requesting closure of Illinois Avenue. This case was brought to the Commission previously but there was not enough information to support the closing at the time. After research, Mr. Stasiak presented the Commission with further information that supported the previous closure. He explained to the Commission that Illinois Street from Fifth Street to Ninth Street had been previously closed by Ordinance #1366 on December 11th, 1972. Mr. Stasiak also stated that this portion of Illinois Street was only a 50 foot right-of-way so it could not be reopened. According to the County Accessor parcel maps, most of the lots along the south side of Illinois Street have been expanded from 165 feet to 185 feet which shows the closing had to be filed by the property owners in District Court. Illinois Avenue to be developed as a right-of-way is not feasible. Staff recommends approval of the application for Request to Close.

Elaine Green, McAlester Attorney, spoke for the applicants. During her research she discovered in Sec. 62-61 of the Land Development Code that for a public way or easement to be reopened a property owner can make application for reopening if they own more than one-half in area of the property abutting the public way or easement previously closed. None of the property owners along Illinois Avenue own more than one-half in area therefore cannot make application for the right of way to be reopened.

A motion made by Ross Eaton was seconded by Harvey Bollinger to accept the application as presented and be forwarded to the City Council for approval.

The vote was 8-0 as follows:

AYE: Lewis, Emmons, Kanard, Moore, Bollinger, Stobaugh, Way, Eaton
NAY: None

Motion carried.

Item 4 New Business

There was no new business

Item 5 Staff Report

City Manager Peter Stasiak stated that Papa John's has started construction and 95 apartments and the duplexes are near completion.

Item 6 Commission Report

There was no commissioner report

Item 7 Adjournment

A motion made by Harvey Bollinger was seconded by Primus Moore to adjourn the meeting at 6:45 PM.

The vote was 8-0 as follows:

AYE: Emmons, Lewis, Kanard, Moore, Bollinger, Stobaugh, Way, Eaton
NAY: None

Motion carried.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 12, 2011</u>	Item Number:	<u>4</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Gayla Duke</u>	Account Code:	<u></u>
Date Prepared:	<u>July 5, 2011</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>Two</u>

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance and emergency clause.

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 List)

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		GDD	07/05/11
City Manager	P. Stasiak	<i>PJS</i>	07/05/11

CITY OF MCALESTER
FY 11-12 Budget Amendments listed by Fund

BA#				<u>Revenue</u>	<u>Expense</u>
003	7/12/11	82	Gifts & Contributions Appropriate Donations	-	12,183.60
				-	12,183.60
001	7/12/11	41	Capital Imp.(Repmt) Appropriate Settlement Proceeds	38,286.00	1,496,933.00
				38,286.00	1,496,933.00
002	7/12/11	42	Federal Forfeiture Appropriate forfeiture	8,200.00	8,200.00
				8,200.00	8,200.00

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2392 setting forth the Budget for Fiscal Year 2011-2012 beginning July 1, 2011 and ending June 30, 2012; 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 2011-2012 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 2011-2012 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-3, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2011-2012 Budget.

SECTION 2: All portions of the existing FY 2011-2012 Budget, Ordinance No. 2392 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 12th day of July, 2011.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 12th day of July, 2011.

William J. Ervin, City Attorney

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Increase (Decrease)	Balance After Amendment
41	4-0-999		Appropriated Fund Balance **	1,993,036.00	160,000.00	2,153,036.00
41	4-0-300		Intergovernmental (ODOT, State of OK)	-	38,286.00	38,286.00
			Total		198,286.00	

[illegible]

Original Budget - Revenues ***	\$ 1,760,130
Amendments	38,286
Current Budget - Revenues	\$ 1,798,416
Original Budget - Expenditures	\$ 1,624,047
Amendments	1,496,933
Current Budget - Expenditures	\$ 3,120,980

Original budget for 11-12 year appropriated fund balance of \$1,993,036, plus other revenues of \$1,760,130, which is \$2,129,119 in excess of budgeted expenditures.

** prior year had \$160,000 appropriated for Sandy Creek Canal repairs.

Explanation of Budget Amendment:

Appropriate funds for critical projects not included in original budget.

Reduced budget for water treatment plant improvements, increased budget for lease payments

for Gradall, Mallard/Flamingo drainage project, re-appropriate unused prior year budget for Sandy

Creek Canal repairs, set up new budget for Hwy 69 utility relocate, vacuum truck, police vehicles.

ambulance, S.C.B.A. packs, Jaws of Life, Vibratory Compactor & Asphalt Zipper.

Posted By	Date	BA#	Pkt #
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City Clerk

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
42	4-0-999		Appropriated Fund Balance	33,000.00	8,200.00	41,200.00
						-
			Total			

[illegible]

A1112-002



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 12, 2011</u>	Item Number:	<u>5</u>
Department:	<u>Public Works - Engineering</u>		
Prepared By:	<u>John C. Modzelewski, PE</u>	Account Code:	<u></u>
Date Prepared:	<u>July 1, 2011</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc, to repair a portion of the Sandy Creek canal wall.

Recommendation

The recommendation is to enter into an agreement with Katcon, Inc., for a Total Bid equal to \$130,397.08, to repair a portion of the Sandy Creek canal wall. The funding source for this project is Account Number 41-5865403.

Discussion

A recent flash flood event severely damaged a section of the Sandy Creek canal wall at Miami and 10th Street. The damage includes the collapse of 260 linear feet of concrete canal wall. This project will include the repair of 260 linear feet of vertical wall and footing. The project was advertised on May 29, 2011 and June 5, 2011. Project Specifications were distributed to six construction companies. Four Bid Documents were received and opened on June 14, 2011. After reviewing the Bid Documents, the Engineering Division has determined that Katcon, Inc. is the lowest, responsible and qualified bidder.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	07/01/11
City Manager	P. Stasiak <i>PJS</i>	07/05/11

[illegible]

Sandy Creek Canal 2011 Repair
Seneca Avenue & Tenth Street
City of McAlester
June 14th, 2011

Name

Bid Amount

Katon, Inc.	130,397. ⁰⁰
J. D. Thomas Const.	113,674. ⁰⁰
Cortech, LLC	136,072. ⁰⁰
Mark Proctor, Proctor Const.	143,172. ⁰⁰

BID

Proposal of KATCON, INC (hereinafter called "BIDDER"),
Organized and existing under the laws of the State of OKLAHOMA doing business as
A CORPORATION ** To the City of McAlester (hereinafter called "OWNER").

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK
for the construction of **2011 REPAIR OF SANDY CREEK CANAL WALL** in strict accordance with the
CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies
as to his own organization, that this BID has been arrived at independently, without consultation,
communication, or agreement as to any matter relating to this BID with any other BIDDER or with any
competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be
specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive
calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment
Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

** Insert "a corporation", "a partnership", or "an individual" as applicable

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

one hundred thirty thousand three hundred ninety seven dollars
(Words)

\$130,397.00

(Figures)

\$130,397.08 JCM
7/1/11

Respectfully submitted:

KatCon, Inc
(Company or Individual)

(SEAL - if bid is
by Corporation)

By: Kelly Ward

Title: President

Address: 411 South Second

McAlester, OK 74501

Phone: 918-426-5459

KATCON, INC.

P.O. Box 1329 ~ 413 South Second ~ McAlester, Oklahoma 74502-1329

Phone: (918) 426-5459 ~ Fax: (918) 426-6716

E MAIL- k-ward111@sbcglobal.net

June 23, 2011

John C. Modzelewski, PE
CITY OF McALESTER
28 East Washington
McAlester, Ok. 74501

RE: 2011 REPAIR OF SANDY CREEK CANAL WALL

Dear Mr. Modzelewski;

It has been brought to my attention there was an error on the square foot price of the sod on the above project. It was my intent for this to read 44.6 cents per foot instead of .446 cents per foot. I put the decimal in the wrong place.

I apologize for the error and the trouble it caused. If there is anything else I can assist you with let me know. My cell number is 918-429-8992.

Sincerely,


Kelly Ward

BID SCHEDULE

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Site Clearing	1	Lump Sum	<u>22,000⁰⁰</u>	<u>22,000⁰⁰</u>
2.	Cut and Remove Canal Floor	1	Lump Sum	<u>30,000⁰⁰</u>	<u>30,000⁰⁰</u>
3.	Formed Vertical Wall/Footing	260	Linear Feet	<u>\$287.30</u>	<u>74,697⁰⁰</u> 74,698
4.	Chain Link Fence	280	Linear Feet	<u>9.643</u>	<u>2,700⁰⁰</u> 2,700.04
5.	Sod Placement	2,240	Square Feet	<u>.446[¢]</u>	<u>1,000⁰⁰</u> 999.04 1,000.00

TOTAL OF BID.....\$ 130,397⁰⁰

LUMP SUM PRICE (if applicable).....\$ 130,397⁰⁰

Respectfully submitted:

Kelly Ward
Signature

411 South 2nd 7th Alister, Ok 74501
Address

President
Title

6/13/2011
Date

130,397.08 JCM

License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest

Barline Fales

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Katcon, Inc.

411 South Second, McAlester, OK 74501

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized

to do business in the State of Oklahoma as Surety are held and firmly bound unto the

City of McAlester

28 East Washington, McAlester, OK 74501 as Oblige, as Oblige,

in the amount of Five percent of amount of bid 5% of bid _____ DOLLARS,

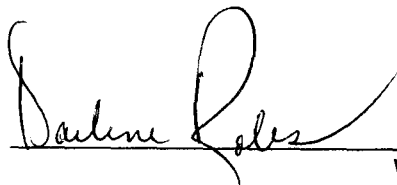
lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the principal for:

2011 Repair of Sandy Creek Canal Wall

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 14th day of June, 2011



Witness

Katcon, Inc.

Principal

BY 

(Seal)

OKLAHOMA SURETY COMPANY

BY 

John Birshner

Attorney-in-fact

ATTEST

By: Kelly Ward

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Oklahoma

> SS.

County of Pittsburg

Kelly Ward, being first duly sworn, deposes
and says that:

- (1) He is President of Katlon Inc, the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;
- (3) Such BID is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

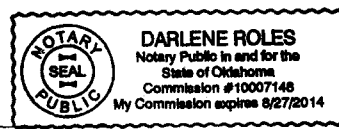
(SEAL)

(Signed) Kelly Ward
President
(Title)

Signed before me this 13 day of June, 2011.

Darlene Roles
Notary

My Commission expires 6/27/2014



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kelly Ward, certify that I am the President
of the Corporation named as Principal in the within bond; that _____
who signed the bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond
was duly signed, sealed, and attested to for and in behalf of said corporation
by authority of this governing body.

(Corporate Seal) Kelly Ward
Signature

Kelly Ward
(Print or Type Name)

Title: President

Date: 6/13/2011

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA\

> SS:

PITTSBURG COUNTY /

KELLY WARD, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Kelly Ward

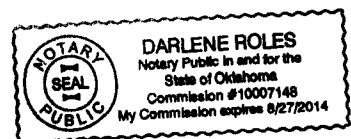
Subscribed and sworn to before me this 13 day of June, 2011.

Darlene Roles

Notary Public

22

My commission expires
6/27/2014



My commission expires:

BALANCE ATTACHED

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the BIDDER only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he desires.

1. Name of BIDDER.
2. Permanent main office address.
3. When organized.
4. If corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *ATTACH*
7. General character of work performed by your company. *GENERAL CONTRACTOR*
8. Have you ever failed to complete any work awarded to you? *NO*
9. Have you ever defaulted on a contract? *NO*
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. *ATTACHED*
11. List your major equipment available for this contract. *AS NEEDED*
12. Experience in construction work similar in importance to this project. *ATTACHED*
13. Background and experience of the principal members of your organization, including officers. *ATTACHED*
14. Credit available: \$ *50,000*.
15. Give Bank Reference: *ATTACHED*

KATCON, INC.

P.O. Box 1329 ~ 413 South Second ~ McAlester, Oklahoma 74502-1329

Phone: (918) 426-5459 ~ Fax: (918) 426-6716

E MAIL- k-ward111@sbcglobal.net

June 1, 2011

LIST OF CONTRACTORS QUALIFICATIONS

NAME OF COMPANY: KATCON, INC.

Federal ID #73-1410223

Date of Incorporation: August 1992 in the State of Oklahoma. 100% of the stock is owned by Kelly Ward

Bonding Company: Oklahoma Surety

Surety Agent: John Birsner Wesco Insurance. Phone 405-369-5794.

Bank: First National Bank & Trust, McAlester, Ok. President and CEO Roi Nelson is our loan officer. Phone 918-426-0211.

JOBS COMPLETED

KIAMICHI TECHNOLOGY CENTER, SPIRO CAMPUS- Remodel of the welding shop and build new offices. Total cost \$457,253.00. Project was completed 12-18-08. Architect WYNN & ASSOCIATES, McAlester, Ok. 918-423-9093.

ATOKA HOUSING AUTHORITY- Community building improvements. Total cost \$119,116.00. Project was completed 9-30-08. Architect CHILDERS & CHILDERS Ada, Ok. 580-436-0770.

CITY OF McALESTER REGIONAL AIRPORT- Rehabilitate portions of the terminal apron, Taxiways, Taxilanes, Hangar access aprons and remark runway designation numbers. Total cost \$258,092.50. Project completed 10-31-08. Engineer LBR inc. Bethany, Ok. 405-789-0200.

ATOKA HOUSING AUTHORITY OK 56P12450108- Paving, interior bathroom remodel, new flooring, HVAC replacement in 43 units. Total cost \$343,261.00. Project completed 10-15-09. Architect CHILDERS & CHILDERS Ada, Ok. 580-436-0770.

McALESTER PUBLIC SCHOOLS- Parking lot improvements at the High School Campus. Total cost \$293,299.00. Project completed 11-3-09. Architect BOYNTON WILLIAMS Dallas, Tx. (Jeff Ball) 972-661-5461.

COAL COUNTY COMMISSIONERS- New health clinic. Total cost \$753,000.00. Project completed 3-10-10. Architect EC WOODWARD Ada, Ok. 580-436-1400.

COALGATE INDUSTRIAL AUTHORITY- Wrangler Industrial Improvements- Total cost \$338,167.41. Project completed 9-15-10. Engineer MEHLBURGER BRAWLEY McAlester, Ok. 918-420-5500.

CITY OF COALGATE FIRE FILL STATION- Total cost \$43,700.00. Project completed 9-8-10. Engineer MEHLBURGER BRAWLEY McAlester, Ok. 918-420-5500.

COAL COUNTY COMMISSIONERS- Big Five Remodel. Total cost \$608,330.25. Project completed 3-10-11. Architect EC WOODWARD Ada, Ok. 580-436-1400.

COAL COUNTY COMMISSIONERS- New Sheriff Office, kitchen and laundry. Total cost \$481,880.17. Estimated completion 6-15-11. Architect EC WOODWARD Ada, Ok. 580-436-1400.

EASTERN STATE COLLEGE- Interior remodel of Gunning Hall. Total cost \$287,686.00. Contract documents being prepared and estimated start date is June 13, 2011 and estimated completion date is August 3, 2011.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

17. The undersigned hereby authorizes and requests any person, firm or Corporation to furnish any information requested by; CITY OF McALESTER

KELLY WARD in verification of the recitals comprising this
Statement of Bidder's Qualifications. Dated at McALESTER, OK

This 14th day of JUNE, 2011.

KATCON, INC
(Name of Bidder)

By KELLY WARD
Title PRESIDENT

State of OKLAHOMA

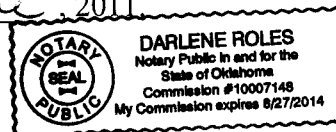
County of Pittsburg

KELLY WARD being duly sworn deposes and
says that he is PRESIDENT of KATCON, INC
(Name of Organization)

and that the answers to the foregoing questions all statements
therein contained are true and correct.

Subscribed and sworn to before me this 14 day of June, 2011.

Darlene Roles
Notary Public



My Commission expires 6/27, 2014.

AGREEMENT

THIS AGREEMENT, made this 12th the day of July, 2011 by and between THE CITY OF McALESTER, hereinafter called "OWNER" and KAT CON, INC. doing business as (an individual)(a partnership) (**a corporation**) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of
2011 Repair of Sandy Creek Wall
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 60 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 130,397.08, as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) ADVERTISEMENT FOR BIDS.
 - (b) INFORMATION FOR BIDDERS
 - (c) BID.
 - (d) BID BOND.
 - (e) AGREEMENT.
 - (f) GENERAL CONDITIONS.
 - (g) SUPPLEMENTARY CONDITIONS.
 - (h) PAYMENT BOND.
 - (i) PERFORMANCE BOND.
 - (j) NOTICE OF AWARD.
 - (k) NOTICE TO PROCEED.
 - (l) CHANGE ORDER.
 - (m) DRAWINGS prepared by the City of McAlester numbered through , dated.
 - (n) SPECIFICATIONS prepared or issued by the City of McAlester, dated May, 2011
 - (o) ADDENDA:
NO. _____ dated _____, 2011.
NO. _____ dated _____, 2011.
NO. _____ dated _____, 2011.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: CITY OF McALESTER

(SEAL)

By: _____

Name: Kevin J. Priddle

Title: Mayor

ATTEST:

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By: _____

Name _____
(Please Type)

(SEAL)

Address: _____

ATTEST:

Name _____
(Please Type)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of CONTRACTOR)

a (Corporation, Partnership, Individual), hereinafter called Principal,

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,

\$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

2011 Repair of Sandy Creek Canal Wall

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration to the terms of the CONTRACT or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such Change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PAYMENT BOND (continued)

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (No.'s) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2011.

ATTEST:

_____	_____
Principal Secretary	Principal
(SEAL)	By _____

	(Address)

Witness as to Principal

Address

	(Surety)
ATTEST:	By _____
	Attorney-in-Fact

_____	_____
Witness as to Surety	(Address)
_____	_____
Address	

NOTE; Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND. **IMPORTANT**: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a (Corporation, Partnership, Individual), hereinafter called Principal

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,

\$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

2011 Repair of Sandy Creek Canal Wall

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND (continued)

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(No.'s)
each one of which shall be deemed an original, this the _____ day of _____, 2011.

ATTEST:

_____	_____
Principal Secretary	Principal
(SEAL)	By _____(s)

	(Address)

_____	_____
Witness as to Principal	
_____	_____
Address	
_____	_____
	(Surety)

ATTEST:

_____	(SEAL)
(Surety) Secretary	
_____	By _____
Witness as to Surety	Attorney-in-Fact
_____	_____
Address	Address
_____	_____

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND. **IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT: That _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF McALESTER, OKLAHOMA, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the CONTRACT price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executor, administrators, trustees, successors, and assigns, jointly and severally, firmly by these present.

DATED this _____ day of _____, 2011.

The condition of this obligating is such that:

WHEREAS, said Principal entered into a written CONTRACT with the CITY OF McALESTER, OKLAHOMA, dated _____, 2011 for _____ all in compliance with the plans and specifications therefore, made a part of said CONTRACT and on file in the office of the City Clerk of the City of McAlester, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to THE CITY OF McALESTER, OKLAHOMA, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by THE CITY OF McALESTER, OKLAHOMA; and if Principal shall pay or cause to be paid all labor and materials, including the prime CONTRACTOR and all subcontractors; and if principal shall save and hold THE CITY OF McALESTER, OKLAHOMA, harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

MAINTENANCE BOND (continued)

IN WITNESS WHEREOF, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL;

By _____

ATTEST:

SURETY:

By _____
Attorney-in-Fact

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: 2011 Repair of Sandy Creek Canal Wall

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the INFORMATION FOR BIDDERS to execute the Agreement and furnish the required CONTRACTOR's PERFORMANCE BOND, PAYMENT BOND and MAINTENANCE BOND within ten days from the date of this Notice to you.

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

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

Dated this ____ day of _____, 2011.

City of McAlester
Owner

By: _____
Kevin J. Priddle
Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this the ____ day of _____ 2011.

By: _____

Title: _____

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. John Birsner, Edith M. Cusey, Doy D. Davis, Patricia Lee and Adelaida Sutton, individually of YUKON, OK

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of November, 2009



ATTEST:

OKLAHOMA SURETY COMPANY

SARA ANDERSON

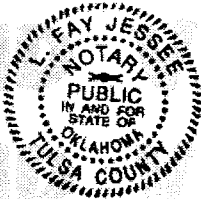
ASSISTANT SECRETARY

TODD BAZATA

VICE PRESIDENT

On this 10 day of November, 2009 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 05000936

My Commission expires: 01-26-13

L. FAY JESSEE

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SARA ANDERSON, Assistant Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of June, 2011.



SARA ANDERSON

Assistant Secretary

VOID IF BOX IS EMPTY



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2011
Department: Public Works
Prepared By: John C. Modzelewski, PE
Date Prepared: July 2, 2011

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, the purchase of one new Case SR200 Skid Steer Loader with attachments.

Recommendation

Motion to approve the purchase of one Case SR 200 Skid Steer Loader with one Tramac hydraulic hammer and one pallet fork with 48" HD tines for a total price of \$44,460.25. The source of funding for this purchase is Account Number 41- 5865404.

Discussion

The Public Works Department currently has a skid steer loader that is twenty years old and is in need of approximately \$2,500 in repairs. The Case SR200 Skid Steer Loader, with attachments, is available from the Oklahoma Statewide Contract # SW190. This piece of equipment is very versatile and a valuable tool in the Public Works Department's "tool box" and will facilitate the cleaning of concrete canals and channels.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	07/05/11
City Manager	P. Stasiak <i>PJS</i>	07/05/11

OKLAHOMA STATEWIDE CONTRACT

Contract # SW190: Case skid steer loader

Vendor: OCT Equipment, LLC
12210 E. First St
Tulsa, OK 74128

Date: 6/3/2011

Statewide Contract Manager: RC Morrison 800-375-1628 rcmorrisson@octequipment.com
Territory Manager: Tom Zickefoose 918-639-9537

Cost Worksheet for: City of McAlester

Attn: Tim Adams

MOB 918-421-1010, OFF 918-421-4909

		Base Machine	12/1/2010
Sec.	-Code	Description	
		New Case SR200 Skid Steer Loader	
			\$ 37,310.00
Cpl	726003	Manual front attachment coupler	\$ -
Ctls	761029	2 speed handles, mechanical, H-pattern	\$ 1,540.00
Cab	761045	CAB/FOBS cab w AC & heat, side windows, glass door, radio, keyless start	\$ 5,770.00
Seat	761052	Seat, mechanical suspension (vinyl)	\$ 380.00
Tires	8503107	12x16.5 HD tires (70"OTW)	\$ -
Bkt	761129	72" 14.5 cu ft Low profile bucket	\$ 940.00
	725062	Decals English	\$ -
	761048	Block heater	\$ 140.00
	761147	72" Bolt-on cutting edge	\$ 250.00
		List Price	\$ 46,330.00

Discounts		
State of Oklahoma Discount	29%	\$ (13,435.70)
	Price After Discount	\$ 32,894.30

Additional Items not in CASE Price book	
Delivery Freight if any	
Preventive Maintenance	
Extra Parts Manual	
Service Manual	
Total Add'l Items	\$ -

Summary	
List Price	\$ 46,330.00
Discount	\$ (13,435.70)
Additional Items	\$ -
Total Selling Price	\$ 32,894.30

Options	
84332181 Pallet forks, 48" HD tines	\$ 1,045.95
TRAMAC Hydraulic hammer (750 ft lb class), moil point tool, mounting bracket and installation	\$ 10,520.00

includes 5% tax

Contract terms: Vendor may deliver to nearest ODOT facility
Delivery 30-180 days from PO
Payment due no later than 45 days after delivery

CASE
CONSTRUCTION

SKID STEER LOADERS

SR130 | SR150 | SR175 | SV185 | SR200 | SR220 |
SR250 | SV250 | SV300



Case Delivers Full-Service Solutions

EQUIPMENT | FINANCING | PARTS & SERVICE

on of Case skid steer loaders!

Break-through engineering

With the Case skid steer lineup, you can choose from standard mechanical drives or optional electro-hydraulic (EH) switchable controls. With the EH option, you can match control patterns to operator preference. Case engineers also developed our new Power Stance chassis with up to 21 percent longer wheelbase and 30/70 front/rear weight distribution. Why? To lift and haul more material. Combined with Ride Control,

our skid steers provide superior stability and operating speeds, regardless of jobsite conditions.

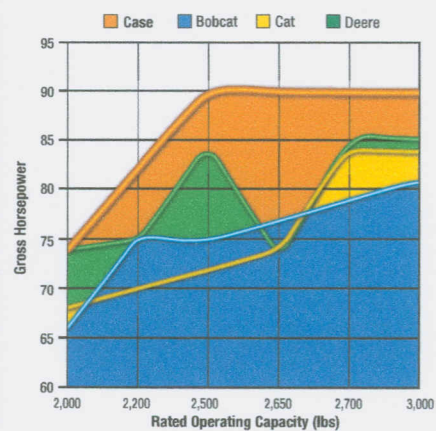
Plus, here's one more advantage: the new Case skid steers will run all day without refueling, thanks to improved fuel efficiency and new 16- to 25.5-gallon fuel tanks.

See for yourself

Want more info? Visit www.Casece.com or www.CompareCase.com. Then, see your Case dealer for a demonstration, and put a new Case skid steer to work.



With a quick-coupler, you can switch attachments without leaving the cab.



Pound per pound, you get more horsepower with Case.

Introducing the next generation

A tough new team

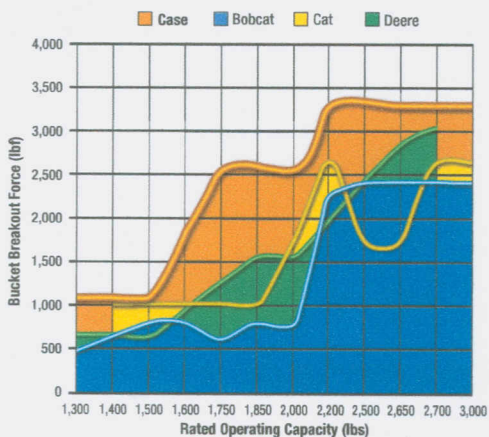
Case skid steers have always been known for power and productivity. Now with nine new skid steers, we've outdone ourselves – and the competition.

"Bullet proof" sums it up. Our new lineup of skid steers delivers industry-leading bucket breakout force (up to 8,585 lb) and hinge-pin height. Plus, best-in-class horsepower model by model. By any measure, the new Case skid steers will boost your performance and productivity.

We've got the power

Whatever your job, Case has a skid steer that can handle it. From our newest model, the 1,300-pound capacity SR130, to the powerful 3,000-pound SV300*, we've got the muscle to get the job done. Our radial lift (SR) models are engineered for digging, prying and pushing, while our vertical lift (SV) models are for lift-and-carry jobs.

* 3200 ROC with counter weights



Compare us to the competition. You'll feel the superior breakout force.



Your operators will be comfortable in the industry's widest cab.

Love where you work

Climb in a new cab and you'll feel the difference. We know your cab is your workplace, so we designed an operating environment that delivers more room, visibility, comfort and control. We also sealed the cab to significantly reduce the amount of noise and dust.

Our new cabs are also 25 percent larger – the widest in the industry. They feature a revolutionary ultra-narrow wire side-screen design with more glass surface area to provide 360-degree visibility. Add Case-exclusive side lighting, and you can get more done – day or night.



CASE

CONSTRUCTION

NEW
SIZE!

SPECIFICATIONS	SR130	SR150	SR175	SV185	SR200	SR220
Engine	ISM 420/M3	ISM 420T/M3	ISM 422T/M3	ISM 422T/M3	Case 432T/M3	Case 432T/M3
Gross hp (kW)	46 hp (34 kW) @ 2900 rpm	52 hp (39 kW) @ 2900 rpm	60 hp (45 kW) @ 2900 rpm	60 hp (45 kW) @ 2900 rpm	74 hp (55 kW) @ 2500 rpm	82 hp (61 kW) @ 2500 rpm
Net hp (kW)	43 hp (32 kW) @ 2900 rpm	49 hp (36 kW) @ 2900 rpm	57 hp (42 kW) @ 2900 rpm	57 hp (42 kW) @ 2900 rpm	70 hp (52 kW) @ 2500 rpm	76 hp (57 kW) @ 2500 rpm
Peak torque	96.3 lb-ft (130.5 Nm) @ 1750 rpm	109 lb-ft (148 Nm) @ 1750 rpm	126 lb-ft (171 Nm) @ 1800 rpm	126 lb-ft (171 Nm) @ 1800 rpm	203 lb-ft (275 Nm) @ 1400 rpm	225 lb-ft (305 Nm) @ 1400 rpm
Displacement – cu in (L)	121.7 (2.0)	121.7 (2.0)	135 (2.2)	135 (2.2)	195 (3.2)	195 (3.2)
Rated operating capacity*						
50% – lb (kg)	1,300 (590)	1,500 (680)	1,750 (790)	1,850 (840)	2,000 (905)	2200 (1000)
Tipping load – lb (kg)	2,600 (1179)	3,030 (1374)	3,500 (1588)	3,700 (1678)	4,000 (1814)	4,400 (2000)
Breakout force						
Bucket cylinder – lb (kN)	4,160 (18.5)	4,160 (18.5)	7,145 (31.8)	5,435 (24.2)	7,145 (31.8)	8,585 (38.2)
Operating weight – lb (kg)	5,000 (2270)	5,300 (2400)	6,200 (2812)	6,500 (2950)	6,900 (3130)	7,400 (3350)

SPECIFICATIONS	SR250	SV250	SV300
Engine	Case 432T/M3	Case 432T/M3	Case 432T/M3
Gross hp (kW)	90 hp (67 kW) @ 2500 rpm	82 hp (61 kW) @ 2500 rpm	90 hp (67 kW) @ 2500 rpm
Net hp (kW)	84 hp (63 kW) @ 2500 rpm	76 hp (57 kW) @ 2500 rpm	84 hp (63 kW) @ 2500 rpm
Peak torque	251 lb-ft (340 Nm) @ 1400 rpm	225 lb-ft (305 Nm) @ 1400 rpm	251 lb-ft (340 Nm) @ 1400 rpm
Displacement – cu in (L)	195 (3.2)	195 (3.2)	195 (3.2)
Rated operating capacity*			
50% – lb (kg)	2,500 (1135)	2,500 (1135)	3,000 (1360)
Tipping load – lb (kg)	5,000 (2270)	5,000 (2270)	6,000 (2720)
Breakout force			
Bucket cylinder – lb (kN)	8,585 (38.2)	8,585 (38.2)	8,585 (38.2)
Operating weight – lb (kg)	7,700 (3490)	8,000 (3630)	8,300 (3765)

* Rated without counter weights.

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Ask your technicians. Case has a reputation for easy-to-maintain and service equipment.

The new Case skid steers are no exception. The new design dominates the industry's top SAE serviceability rankings with features such as easy, ground-line access for daily maintenance checks.

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CASE Customer Assistance
866-54-CASE6

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Always read the operator's manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

All engines meet current EPA emission regulations.

All specifications are stated in accordance with SAE standards or recommended practices, where applicable.

IMPORTANT: Case Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your Case dealer/distributor will be able to give you details of the products and their specifications available in your area.



Memorandum via FAX

ONE of Two

To: Cliff Pitner, City of McAlester

CC:

From: Kurt Harris, OCT Equipment

918-437-5085 FAX 918-437-5099

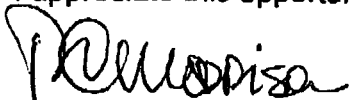
Date: June 30, 2011

Re: Literature on Tramac SC-28

Find attached the literature we spoke about today. We have used Tramac hammers on Case Skid Steers for over 10 years and, I believe, they are the best hammer accessory on the market. We have parts in stock and our service department has extensive experience with this product.

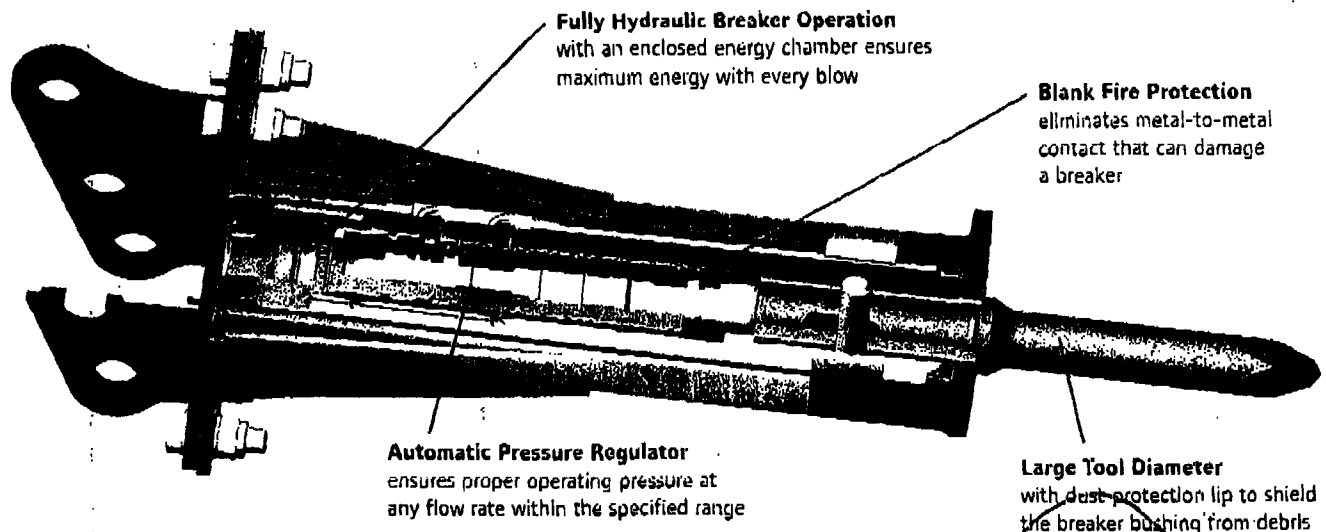
If you need any further information, please call me at 800-375-1628.

I appreciate this opportunity.



RC Morrison
Sales Manager

Three tools in one



SC-SERIES HYDRAULIC BREAKERS

MODEL	SC-8	SC-12	SC-16	SC-22	SC-28	SC-36
Carrier Range - ton (T)	1.1 - 1.9 (1 - 1.7)	1.3 - 2.4 (1.2 - 2.2)	1.7 - 4.1 (1.5 - 3.7)	2.4 - 5.8 (2.2 - 5.3)	3.3 - 8.3 (3 - 7.5)	4.4 - 11 (4 - 10)
Operating Breaker Weight - lb (kg)	176 (80)	242 (110)	331 (150)	507 (230)	595 (270)	804 (365)
Operating Pressure - psi (bar)	1,740 (120)	1,740 (120)	1,740 (120)	1,740 (120)	1,740 (120)	1,812 (125)
Flow Range - gpm (L/min)	4 - 7.9 (15 - 30)	4.5 - 9.3 (17 - 35)	6.6 - 13.2 (25 - 50)	7.9 - 17.2 (30 - 65)	10.6 - 19.8 (40 - 75)	14.5 - 26.4 (55 - 100)
Acceptable Back Pressure - psi (bar)	500 (35)	460 (32)	460 (32)	435 (30)	435 (30)	280 (20)
Striking Rate - bpm	1,600	1,700	1,450	1,310	1,420	7,550
Tool Diameter - in (mm)	1.77 (45)	1.85 (47)	2.17 (55)	2.56 (65)	2.83 (72)	2.99 (76)
Impact Energy Class - ft-lb	225	250	350	550	750	1,000
Height - in (mm)	41.2 (1049)	42.4 (1078)	45.9 (1166)	53.4 (1357)	56.6 (1438)	60.2 (1530)
Width - in (mm)	6.25 (159)	6.53 (166)	7.32 (186)	8.42 (214)	8.77 (223)	9.44 (240)

PERFORMANCE FEATURES

- Easy, quick installation of a bucket or compactor without having to remove the breaker from the carrier or alter hydraulic connections
- Fully enclosed, reinforced, dampened cradle means low noise for a quieter worksite and less vibration transferred to the carrier
- Maintenance and overhaul are quick and easy because of fewer parts and no tie rods
- Wear parts such as bushing, pins, and tools can easily be replaced in the field without having to remove the breaker from the carrier
- A multi-tool is included to service the breaker and check wear limits

ADDITIONAL LIGHT RANGE BREAKERS

MODEL	140	150
Carrier Range - ton (T)	4.4 - 13.2 (4 - 12)	4.4 - 13.2 (4 - 12)
Operating Breaker Weight - lb (kg)	840 (381)	840 (381)
Operating Pressure - psi (bar)	1,800 (125)	1,800 (125)
Flow Range - gpm (L/min)	18 - 32 (70 - 120)	24 - 40 (90 - 150)
Acceptable Back Pressure - psi (bar)	319 (22)	319 (22)
Striking Rate - bpm	1,150	1,360
Tool Diameter - in (mm)	3 (74)	3 (74)
Impact Energy Class - ft-lb	1,100	1,200
Height - in (mm)	66.93 (1700)	66.93 (1700)
Width - in (mm)	17.76 - 10.59 (451 - 269)	17.76 - 10.59 (451 - 269)

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McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2011
Department: Public Works
Prepared By: John C. Modzelewski, PE
Date Prepared: July 2, 2011

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, a Memorandum of Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality, and accept a Status Report on City of McAlester's review of future remediation requirements at the National Guard Armory.

Recommendation

Motion to approve the Memorandum of Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality, and accept the Status Report which includes the Opinion of Probable Construction Cost to complete the remediation requirements at the National Guard Armory.

Discussion

The Status Report is based on a discussion between the City Manager and an Environmental Programs Specialist with the Oklahoma Department of Environmental Quality (ODEQ). Based on the experience with similar facilities, the probable remediation will include:

TASK	COST
a. scraping lead off all woodwork and possibly replacing all doors and windows	\$150,000
b. remove lead from indoor firing range	50,000
c. remove lead dust from building	<u>100,000</u>
	total \$300,000

Approved By

Department Head	Initial	Date
	JCM	07/05/11
City Manager	P. Stasiak	07/05/11

**MEMORANDUM OF AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND
THE CITY OF MCALESTER**

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between the Oklahoma Department of Environmental Quality (DEQ) and the City of McAlester (City). This agreement is primarily for occupancy and access to the local armory building before and during remediation. The areas of responsibility and relationships presented herein provide the concept under which the program will be executed.

2. BACKGROUND: The Oklahoma Military Department (OMD) transferred title to its armory building at 319 East Polk Avenue, McAlester, Oklahoma to the City for public purpose use. There is a strong likelihood that the building contains asbestos and/or lead based paint. If an indoor firing range is located in the building, high concentrations of lead will be present. The DEQ plans to confirm the presence of hazards using sampling and analysis and to abate the asbestos, abate the lead based paint, and remediate the firing range.

3. RESPONSIBILITIES OF THE PARTIES: The following paragraphs identify responsibilities of the parties under this MOA:

The City's Responsibilities:

- Provide keys and access to DEQ and its contractors as needed to evaluate and remediate building;
- Restrict occupant's use/presence in the building before and during remediation, as requested. This could include removing equipment, vehicles and other items that may be in the way of cleanup activities; and
- Coordinate with DEQ during the remediation process.

The DEQ's Responsibilities:

- Provide regular progress reports to the City;

- Mitigate hazards to remedial goals with minimal use restrictions;
- Supply the City with a final report of all DEQ activities;
- File mandatory Notice of Remediation, i.e. deed notice;
- Notify the City of ongoing operations and maintenance issues, if any; and
- Perform armory transfer ceremony, if appropriate.

4. BUILDING USE RESTRICTIONS BEFORE CLEANUP

- No access to or use of the indoor firing range, if one is located there;
- No residential use;
- No use as a child occupied or elder care facility; and
- No use of the property without DEQ approval.
- No use that would allow exposure to contaminants.

5. RESPONSIBILITY FOR COSTS: The DEQ is responsible for costs associated with site characterization and remediation in the armory building. The DEQ is not responsible for costs associated with insuring, maintenance and mowing of the property. The DEQ is not responsible for structural issues, replacement of roofing systems, mold issues, or building security. This MOA is expressly contingent upon funding and shall terminate without penalty either in whole or in part if funds are not made available to the Site Cleanup Assistance Program.

6. PUBLIC INFORMATION: The City is generally responsible for all public information. However, the DEQ may make public announcements and respond to all inquiries relating to the characterization and remediation of the building. The City and the DEQ shall make their best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this MOA. DEQ will prepare a press release in advance of the armory ceremony, if one is held.

7. COMMUNICATIONS AND COORDINATION REPRESENTATIVES: To provide consistent and effective communication between the DEQ and the City, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOA.

For the DEQ: Emily Remmel
Project Manager
Box 1677, OKC, OK 73101-1677
405-702-5100
Emily.Remmel@deq.ok.gov

For the City: Mr. Pete Stasiak
City Manager, City of McAlester
P.O. Box 578, McAlester, Oklahoma 74502
918-423-9300

8. MISCELLANEOUS: This MOA shall not affect any pre-existing or independent relationships or obligations between the parties.

9. EFFECTIVE DATE: This Agreement becomes effective upon the date of the signature of the Executive Director of the DEQ and will remain in effect until the armory building has been remediated and released for occupancy by the DEQ, *or until 12/31/2012 whichever is first.*

10. ACCEPTANCE OF AGREEMENT: The parties acknowledge and agree that they have read the Agreement and that they accept the responsibilities with which they are charged. The City agrees to comply with the building use restrictions before cleanup and understands that failure to comply with said restrictions or failure to adhere to the responsibilities enumerated in this Agreement may result in delayed remediation.

Kevin Priddle
Mayor
City of McAlester

DATE

Steven A. Thompson
Executive Director
Department of Environmental Quality

DATE



McAlester City Council

AGENDA REPORT

Meeting Date: July 12, 2011
Department: Public Works - Engineering
Prepared By: John C. Modzelewski, PE
Date Prepared: July 1, 2011

Item Number: 8
Account Code: _____
Budgeted Amount: N/A
Exhibits: 1

Subject

Consider and act upon a Pledge and Guarantee of document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance.

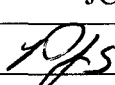
Recommendation

Motion to approve the document and authorize the Mayor to sign after review and approval by City Attorney's Office.

Discussion

The City of McAlester is a member of the Association of Landfill Financial Assurance (ALFA). This document renews the City's membership in ALFA for FY 2011-2012. Membership in ALFA fulfills the requirements of the Oklahoma Department of Environmental Quality for financial assurance landfill closure and post-closure monitoring costs.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	07/01/11
City Manager	P. Stasiak 	07/05/11



ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE

3414 East 85th Place, Tulsa, Oklahoma 74137

Phone: (918) 493-3485, Fax: (918) 491-3453

Date: June 17, 2011

To: John Modzelewski

Re: Participation Agreement Renewal for FY 2011 - 2012

Here are originals of the annual "Pledge and Guarantee" document, which includes language authorizing the subject renewal. Upon execution by the appropriate parties, this document will also become Exhibit "B" in the Participation Agreement.

Please process these documents for approval and execution. Retain one original to add as Exhibit B in your copy of the Participation Agreement. Send the other original back to me for ALFA's records and so I can send a copy to ODEQ along with ALFA's annual financial assurance report.

If possible, I would like to have ALFA's original of the executed Pledge and Guarantee returned to me within the next 30 days, or sooner.

If I can be of any further help or if you have any questions, please let me know.

Thanks,



Herb Van Fleet,
ALFA Secretary

cc: Mr. Steve Schuller
Gable & Gotwals

Exhibit B

PLEDGE AND GUARANTEE

WHEREAS, The City of McAlester (hereinafter "City") is the beneficial owner of a Municipal Solid Waste Landfill (hereinafter "MSWLF") owned and operated by the McAlester Public Works Authority (hereinafter "Trust"), and

WHEREAS, The City and the Trust are required to comply with financial assurance requirements for the closure of its MSWLF and for post-closure care for thirty (30) years after closing the MSWLF pursuant to RCRA Subtitle D regulations and Oklahoma Department of Environmental Quality rules and regulations, and

WHEREAS, The City and the Trust are in compliance with the aforementioned rules, regulations and laws by its participation as a member of the Association for Landfill Financial Assurance, an Oklahoma not for profit association (hereinafter "ALFA"), such entity being an approved mechanism under the laws of the state of Oklahoma for compliance with all financial assurance requirements, and

WHEREAS, The City and the Trust are required pursuant to the ALFA Participation Agreement to annually reaffirm its membership and pledge and guarantee to provide funding for the closure and post-closure care costs which are currently unfunded, where current estimated closure and post-closure care costs less the current Escrow Balance equals, and is hereinafter referred to as, "Unfunded Costs."

WHEREFORE, The City and the Trust hereby reaffirm and renew their membership in ALFA, (the City through the fiscal year ending June 30, 2012), pursuant to the terms and covenants as contained in said Participation Agreement dated July 25, 1995, an original copy of which is on file in the offices of the Trust.

WHEREFORE, both the City and Trust hereby pledge to pay any Unfunded Costs for the closure costs and post-closure care in the event its MSWLF should close or cease to operate prior to the time full funding has been accumulated in the ALFA Escrow Account according to the terms of the Participation Agreement.

WHEREFORE, both the City and Trust further assign any proceeds of this pledge and guarantee to the ALFA, or its successors or assigns as security for the financial obligations of the City and Trust for closure and post-closure care of its MSWLF and the related obligations under law to the Oklahoma Department of Environmental Quality and/or the United States Environmental Protection Agency in the event the City or Trust fails to comply with applicable Federal and State laws for the closure and post-closure care of the MSW Facility.

Dated this _____ day of _____, 2011.

MAYOR

Attest:

City Clerk

Council Chambers
Municipal Building
June 28, 2011

The McAlester Airport Authority met in a Regular session on Tuesday, June 28, 2011, at 6:00 P.M. after proper notice and agenda was posted June 24, 2011.

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,
Sam Mason & Kevin E. Priddle
Absent: None
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Harrison and seconded by Mr. Browne to approve the following:

- Approval of the Minutes from the May 24, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the June 14, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending June 28, 2011. *(Gayla Duke, Chief Financial Officer)* In the amount of \$387.13.
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Pittsburg County Emergency Management. *(Peter J. Stasiak, CM)*
- Confirm action taken on City Council Agenda Item 3, a Resolution of the City of McAlester to allow reconsideration of prior action. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 5, regarding a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor. *(Vice-Mayor John Browne)*
- Confirm action taken on City Council Agenda Item 7A, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

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

AYE: Trustees Mason, Smith, Harrison, Browne, Karr, Garvin & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Mason, Smith, Harrison, Browne, Karr, Garvin & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 28, 2011

The McAlester Public Works Authority met in a Regular session on Tuesday, June 28, 2011, at 6:00 P.M. after proper notice and agenda was posted June 24, 2011.

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,
Sam Mason & Kevin E. Priddle

Absent: None

Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the May 24, 2011 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Approval of the Minutes from the June 14, 2011 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item D, regarding claims ending June 28, 2011. (*Gayla Duke, Chief Financial Officer*) In the amount of \$273,892.20.
- Confirm action taken on City Council Agenda Item E, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 30527-ME. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign a contract between the City of McAlester and MPower Economic Development Corporation. (*Peter J. Stasiak, CM*)
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Pittsburg County Emergency Management. (*Peter J. Stasiak, CM*)
- Confirm action taken on City Council Agenda Item 1, closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 3, a Resolution of the City of McAlester to allow reconsideration of prior action. (*Peter J. Stasiak, City Manager*)

- Confirm action taken on City Council Agenda Item 4, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 5, regarding a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor. *(Vice-Mayor John Browne)*
- Confirm action taken on City Council Agenda Item 7A, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda 8, act upon amending Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle 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.

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary