



# McAlester City Council

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## NOTICE OF MEETING

### Revised Regular Meeting Agenda

Tuesday, April 24, 2012 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Steve Harrison.....	Mayor
Weldon Smith.....	Ward One
Vacant .....	Ward Two
Travis Read.....	Ward Three
Robert Karr.....	Ward Four
Buddy Garvin .....	Ward Five
Sam Mason, Vice Mayor .....	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](http://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

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*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

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Pastor Glenn Meyers, Trinity Lutheran Church

### ROLL CALL

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1. Recess the meeting of the City of McAlester City Council to be reconvened on Thursday, April 26, 2012 at 5:30 p.m.

**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 March 27, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the March 27, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for April 4 through April 17, 2012. *(Toni Ervin, Chief Financial Officer)*
- D. 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)*
- E. Ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(Peter J. Stasiak, City Manager)*
- F. Ratify a one (1) year Contract between the City of McAlester and Z-Bird Vending for Full Service Vending. *(Peter J. Stasiak, City Manager)*
- G. Ratify a ten (10) year contract between the City of McAlester and Ronald and Billy Jo Polk for lease of track of land laying north of Lake McAlester. *(Peter J. Stasiak, City Manager)*
- H. Ratify a twenty (20) year contract between the City of McAlester and Union Pacific Railroad Company for lease of lot at Main and Choctaw. *(Peter J. Stasiak, City Manager)*
- I. Ratify an indefinite lease agreement between the City of McAlester and McAlester Scottish Rite Building Company for a parking lot adjacent to the City of McAlester Library. *(Peter J. Stasiak, City Manager)*
- J. Ratify a ninety-nine (99) year lease agreement between the City of McAlester and McAlester Boys' Club for Lots 1, 2, 7, 8 of Block 488, formerly South McAlester. *(Peter J. Stasiak, City Manager)*
- K. Ratify a five (5) year lease-purchase agreement between the City of McAlester and Welch State Bank for a John Deere 410J Backhoe. *(Peter J. Stasiak, City Manager)*

- L. Ratify a thirty (30) year lease agreement between the Pittsburg County Commissioner and City of McAlester for a tract of land in Section 33 and 34, T6N, R14E in Pittsburg County Oklahoma. *(Peter J. Stasiak, City Manager)*
- M. Ratify a year to year until terminated use agreement between the City of McAlester and Independent School District No. 1080 for the use of Pittsburg County Expo Softball Complex. *(Peter J. Stasiak, City Manager)*
- N. Ratify a ninety-nine (99) year lease agreement between the City of McAlester and Board of Education of Frink-Chambers Elementary School C029, Pittsburg County, Oklahoma for a tract of land located in the SW ¼ of Section 25, T5N, R14E *(Peter J. Stasiak, City Manager)*
- O. Ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. *(Peter J. Stasiak, City Manager)*
- P. Ratify a ten (10) year contract between the City of McAlester and the U.S. General Services Administration for the Carl Albert Federal Building/Courthouse located at 301 E. Carl Albert. *(Peter J. Stasiak, City Manager)*
- Q. Ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. *(Peter J. Stasiak, City Manager)*
- R. Ratify an ongoing agreement between the City of McAlester and Fraternal Order of Police, Lodge #97, specifically outlines the policies and procedures for the individually assigned vehicle (IAV) Program. *(Peter J. Stasiak, City Manager)*
- S. Ratify an ongoing Campus Police Agreement between the City of McAlester and the McAlester Public Schools. *(Peter J. Stasiak, City Manager)*
- T. Ratify a ninety-nine (99) year Lease of Real Property between the City of McAlester and DLI McAlester LLC for a DEA Field Office on Airport Road. *(Peter J. Stasiak, City Manager)*
- U. Ratify a twenty-five (25) year contract between the City of McAlester and the McAlester Regional Health Center Authority for a residential structure located on Lot 4 & 5, Block 164, South McAlester. *(Peter J. Stasiak, City Manager)*
- V. Ratify an ongoing New Public Highway Crossing Agreement between the City of McAlester and Union Pacific Railroad Company. *(Peter J. Stasiak, City Manager)*
- W. Ratify an indefinite period for a Facilities Space Agreement between the City of McAlester and Oklahoma Department of Environmental Quality for the Air Quality

Monitoring Site located at the Manager's Airport Control Tower Building. *(Peter J. Stasiak, City Manager)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

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

- A Public Hearing on the proposed Capital Program for FY 2012/2013 – 2016/2017 for the City of McAlester.
- 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**

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1. Discussion and Quarterly Report for McAlester Regional Health Center. *(David Keith, CEO, McAlester Regional Hospital Center)*

Executive Summary

McAlester Regional Health Center Quarterly Report.

2. 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. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

3. Discussion and update on Financials as of March 31, 2012. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Discussion and Presentation of Financial Reports as of March 31, 2012.

4. **Tabled from Previous Meeting.** Discussion and possible action on Agreement between the City of McAlester and McAlester Public Schools for Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve funding of \$15,000 and authorizing the Mayor to sign agreement between the City of McAlester and McAlester Public Schools for the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012.

5. Consider, and act upon, a request by Eastern Oklahoma State College – GEAR UP Program to partner with them for the rental fee in the amount of \$315.00 for the use of the Expo Center on May 7<sup>th</sup>, 2012.

Executive Summary

Consider approving this partnership request in the amount of \$315.00.

6. Consider and act upon a Personal Services Agreement with QwikGro Erosion Control, LLC for haybaling on the McAlester Water Shed, the Southside Business Development Center, and the Steven Taylor Industrial Park in the amount of \$7100.00.

Executive Summary

Motion to approve a Personal Services Agreement with QwikGro Erosion Control for haybaling in the amount of \$7100.00.

7. Consider and act upon, a quote from AT&T for the upgrade of existing data and equipment in the E-911 Dispatch Center, utilizing the current E-911 Grant. (*Jim Lyles, Police Chief*)

Executive Summary

Motion to approve the quote for an upgrade to the current E-911 equipment, utilizing the E-911 Grant.

8. Consider and act upon, awarding a bid to BullEx, Inc., in the amount of \$74,740.00 for one Fire Safety Training Trailer. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve a bid award to purchase one new and unused Fire Safety Training Trailer. In the amount of \$74,740.00.

9. **Tabled from Previous Meeting.** Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road.

10. Consider and act upon, a Resolution to adopt the Capital Improvement Program 2012/2013-2016/2017. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve a Resolution adopting the Capital Improvement Program.

## **NEW BUSINESS**

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*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)**

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- Report on activities for the past two weeks.

### **REMARKS AND INQUIRIES BY CITY COUNCIL**

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### **MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

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### **RECESS COUNCIL MEETING**

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### **CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the April 10, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 17, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item O, to ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item Q, to ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item T, to ratify a ninety-nine (99) year Lease of Real Property between the City of McAlester and DLI McAlester LLC for a DEA Field Office on Airport Road. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item W, ratify an indefinite period for a Facilities Space Agreement between the City of McAlester and Oklahoma Department of Environmental Quality for the Air Quality Monitoring Site located at the Manager's Airport Control Tower Building. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, 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. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 10, a Resolution to adopt the Capital Improvement Program 2012/2013-2016/2017. *(Peter J. Stasiak, City Manager)*

## ADJOURN MAA

## **CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the April 10 , 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 17, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, 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)*
- Confirm action taken on City Council Agenda Item E, Ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, Ratify a one (1) year Contract between the City of McAlester and Z-Bird Vending for Full Service Vending. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item K, to ratify a five (5) year lease-purchase agreement between the City of McAlester and Welch State Bank for a John Deere 410J Backhoe. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item O, Ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item Q, to ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, 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.  
(*Toni Ervin, Chief Financial Officer*)

- Confirm action taken on City Council Agenda Item 7, a quote from AT&T for the upgrade of existing data and equipment in the E-911 Dispatch Center, utilizing the current E-911 Grant. (*Jim Lyles, Police Chief*)
- Confirm action taken on City Council Agenda Item 9, an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 10, a Resolution to adopt the Capital Improvement Program 2012/2013-2016/2017. (*Peter J. Stasiak, City Manager*)

#### ADJOURN MPWA

#### **CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the March 27, 2012, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of April 2012. (*Toni Ervin, Interim Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item O, Ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item Q, to ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. (*Peter J. Stasiak, City Manager*)

#### ADJOURN MRTA

#### **RECONVENE COUNCIL MEETING**

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#### **EXECUTIVE SESSION**

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

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



- 2) Title 25, Sec. 307.B.1: Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak; City Clerk, Cora Middleton.

### **RECONVENE INTO OPEN SESSION**

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*Take any action as a result from Executive Session.*

- Consider, and act upon the City Manager Contract.

### **ADJOURNMENT**

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### **CERTIFICATION**

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*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2012 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](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
March 27, 2012

The McAlester City Council met in Special session on Tuesday, March 27, 2012, at 5:00 P.M. after proper notice and agenda was posted, March 22, 2012, at 4:00 P. M.

**Call to Order**

Mayor Harrison called the meeting to order.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, Sam Mason & Steve Harrison  
Absent: Robert Karr & Buddy Garvin  
Presiding: Steve Harrison, Mayor

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

**Scheduled Business**

1. Consider, and act upon, adopting Citizens Participation Plan for FY 2012 Community Development Projects. *(Peter J. Stasiak, City Manager and Millie Vance, Private Consultant)*

Councilman Smith moved to adopt a Citizens Participation Plan for FY 2012 Community Development Projects. The motion was seconded by Councilman Read.

Before the vote, Manager Stasiak introduced Millie Vance a private grant consultant.

Ms. Vance briefly explained the steps and requirements for the CDBG Grant and adoption of the Citizens Participation Plan for the FY 2012 Community Development Projects. She stated that the plan was to inform the citizens of what the projects were for and where the projects would be within the City.

There was a brief discussion among the Council and Ms. Vance regarding how the grant would be used, if the Citizen Participation Plan would need to be updated annually and the funding cycle for the CDBG grant. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

2. Review and Discussion of 2012/2013 – 2016/2017, 5-Year Capital Improvement Plan (CIP). (*Peter J. Stasiak, City Manager*)

Manager Stasiak commented that two (2) weeks ago the Council had been given copies of the 5-Yr CIP projects. He stated that each section had been broken down into priorities for the department and the needs of the City. He added that the second page in the document was a list of the top three (3) items from each Department. He further added that in the Public Works Department of the second page the AP600 Asphalt Paver was being pushed to 2013-2014. It would be replaced by a front end loader.

Manager Stasiak commented that the Lawn Mower Lift would be removed. It had been purchased with funds from the current budget. He then opened the meeting and each of the Department Heads reviewed their prospective CIP programs for the Council covering their top priority item.

After the discussion, Manager Stasiak stated that the City had concentrated on improvements to the water system and that in the next year would be transitioning over to improvements to the streets and working on plans to upgrade both of the waste water treatment plants.

Mayor Harrison commented that the next step for the CIP Program would be a Public Hearing. Manager Stasiak stated that the Public Hearing was scheduled for April 10, 2012, with final adoption on April 24, 2012. He added that the Charter required adoption of the CIP Program by the end of April.

**Adjournment**

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

AYE: Councilman Read, Mason, Smith & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 5:52 P.M.

ATTEST:

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Steve Harrison, Mayor

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Cora Middleton, City Clerk

Council Chambers  
Municipal Building  
March 27, 2012

The McAlester City Council met in Regular session on Tuesday, March 27, 2012, at 6:00 P.M. after proper notice and agenda was posted, March 22, 2012, at 4:00 P. M.

**Call to Order**

Mayor Priddle called the meeting to order.

David Massey, Central Christian Church gave the Invocation and led the Pledge of Allegiance.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, Robert Karr, Sam Mason & Kevin Priddle  
Absent: Buddy Garvin  
Presiding: Steve Harrison, Mayor

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

**Citizen's Comments on Non-agenda Items**

Stephanie Shafer reminded the Council of the City wide clean up and she informed them that the location would be at the former National Guard Armory, every weekend between April 7<sup>th</sup> and 28<sup>th</sup>.

Carol Ervin informed the Council that she would be sending out invitations to join the Streetscape Steering Committee and she informed the Council that Culture Fest had been slotted for August 25<sup>th</sup>. She added that a planning meeting had been scheduled for Thursday evening at 5:30 P.M.

**Consent Agenda**

- A. Approval of Claims for March 7 through March 20, 2012 (*Toni Ervin, Chief Financial Officer*) In the following amounts: General Fund - \$150,667.42; Parking Authority - \$105.96; Nutrition - \$1,725.51; Landfill Res./Sub-Title D - \$1,180.00; Tourism Fund - \$288.72; SE Expo Center - \$5,742.32; E-911 - \$5,490.41; Economic Development - \$8,238.86; Gifts & Contributions - \$1,063.74; Fleet Maintenance - \$7,953.98; Worker's Compensation - \$85.00 and CIP Fund - \$632,359.85.

- B. Authorize the Mayor to sign a Fulfillment Agreement between Oklahoma Tourism and Recreation Commission and City of McAlester for costs of postage to distribute the new McAlester Guide Fulfillment Program Agreement. *(Steve Harrison, Mayor)*

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

AYE: Councilman Smith, Read, Karr, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Councilman Smith moved to open a Public Hearing concerning a Community Development Block Grant – Economic Development Infrastructure Financing (CDBG-EDIF) and one (1) Ordinance. The motion was seconded by Councilman Read. There was no vote and the Public Hearing was opened at 6:06 P.M.

### **Public Hearing**

- A PUBLIC HEARING FOR PROPOSED FY 2011-2012 COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT INFRASTRUCTURE FINANCING (CDBG-EDIF) FOR THE HAMPEL OIL WATERLINE/RAILROAD CROSSING PROJECT AT STEVEN TAYLOR INDUSTRIAL PARK.
- AN ORDINANCE RELATING TO ECONOMIC DEVELOPMENT WITHIN THE CITY OF McALESTER, OKLAHOMA, PROVIDING FOR MANDATORY PROVISION OF EMPLOYMENT AND BENEFICIARY INFORMATION TO BE FURNISHED BY ANY ENTITY USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED INFRASTRUCTURE IMPROVEMENTS.

Harold King addressed the Council expressing confusion about the Public Hearing.

Mayor Harrison asked Millie Vance to explain the CDBG-EDIF grant and related Ordinance that were the items in the Public Hearing.

Ms. Vance explained what this grant was for, the application requirements and how the grant processed. She then introduced Bob Hampel.

Mr. Hampel addressed the Council informing them of what Hampel Oil's business did and who it served.

There was a brief discussion among the Council including Ms. Vance and Manager Stasiak regarding the four (4) jobs that would be created, the length of time to create the jobs, the location of the project with in the Industrial Park, how the land was obtained, the length of time

to complete the project, when the project would begin, the specific items that would need to be done to complete the application and how much water Hampel Oil would need.

There was no further discussion and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Read, and the vote was taken as follows:

AYE: Councilman Read, Karr, Mason, Smith & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:35 P.M.

### **Scheduled Business**

1. Discussion, and possible action to expend funds to attend the McAlester Stampede in Washington D.C. (*Gene Walker, Vice Chairman, McAlester Defense Support Association (MDSA)*)

#### **Executive Summary**

The MDSA Leadership and Citizens will have meetings with Congressional staff and Senators/Representatives on specific topics related to the McAlester Army Ammunition Depot.

Mayor Harrison opened the floor for discussion, he then asked Gene Walker, Vice-Chairman of the McAlester Defense Support Association (MDSA).

Mr. Walker addressed the Council expressing appreciation to the Council for their support of MDSA. He informed the Council of the efforts that were being made around the State of Oklahoma by other communities to gain support from the Senators and Representatives. He then explained the reception and other activities that had been planned by MDSA in May to bring McAlester's story to the Senators and Representatives. He asked the Council for their support of this endeavor.

After a lengthy discussion among the Council including Mr. Walker, the City Attorney and Manager Stasiak regarding the economic impact that the McAlester Army Plant had on the area, the type of information that would be furnished for the participants at the reception, having the Mayor and the City Manager attend the reception, and what fund to use, Vice-Mayor Mason moved to approve the attendance of the Mayor and City Manager for the trip to Washington, D.C. subject to the appropriation of funds. The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Karr, Mason, Smith & Mayor Harrison

NAY: None

ABSTAIN: Councilman Read

Mayor Harrison declared the motion carried.

2. Discussion, CDBG-EDIF documents, (Statement of Compliance, Ordinance Job Tracking, Resolution Accepting and Job Tracking) to be approved after notification of CDBG-EDIF Grant is funded. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Discussion only of CDBG-EDIF related documents. To be considered after notification of award of Grant.

Ms. Vance addressed the Council explaining that the three (3) documents included in this item would be submitted to the Council for consideration as they were required.

There was a brief discussion among the Council including Ms. Vance regarding how and who would perform the required job tracking, Ms. Vance's contract and when the reporting requirement was needed. There was no further discussion and no vote was taken on this item.

3. Consider, and act upon, Resolution to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to approve Resolution to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

A motion was made by Councilman Read and seconded by Vice-Mayor Mason to adopt a RESOLUTION to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Before the vote, Ms. Vance explained that this was the formal statement expressing the City's intent to make the application, recognize that it is federal money and if application is successful would abide by the rules and regulations.

Mayor Harrison asked about the statement of need and a typographical error in the fifth paragraph of the Resolution.

Ms. Vance stated that the Resolution of Needs was the actual application.

Manager Stasiak commented that error could be corrected. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Mason, Smith, Read, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

4. Consider, and act upon, adopting Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to adopt Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

A motion was made by Councilman Karr and seconded by Councilman Smith to adopt a Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Before the vote, Ms. Vance explained that this document would become the City's Plan for Residential Anti-Displacement. She commented that there were no residents living in the area and there was no intent to displace any but it was a good idea for the City to have a plan in place.

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

AYE: Councilman Mason, Smith, Read, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

5. **Tabled from Previous Meeting.** Discussion and possible action to enter into a Participation Agreement with Today In America. *(Peter J. Stasiak, City Manager)*

Executive Summary

Discussion and possible action to enter into a Participation Agreement with Today In America for filming of a five minute segment on the attributes of McAlester Oklahoma and authorizing the Mayor to sign the appropriate documents.

A motion was made by Councilman Read and seconded by Vice-Mayor Mason to enter into a Participation Agreement with Today In America.

Before the vote, Councilman Read commented that Shari Cooper wanted to speak on this item.

Ms. Cooper informed the Council of MPower's interest in the proposal and excitement of possibly doing a similar video.

After a lengthy discussion among the Council including Ms. Cooper regarding MPower's interest in the project, partnering with the Choctaw Nation and the Oklahoma Department of Commerce, including the video in the marketing plan and how long it would take to complete the project, the vote was taken as follows:

AYE: None

NAY: Councilman Smith, Read, Karr, Mason & Mayor Harrison

Mayor Harrison declared the motion failed.



6. Consider and act upon awarding bid in the amount of \$51,971.98, for one new and unused tractor with flail mower to Grissom LLC of Prague, Oklahoma. *(Mel Priddy, Director of Community Services)*

Executive Summary

Motion to approve the award of bid to Grissom LLC for tractor with flail mower.

A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to award a bid in the amount of \$51,971.98, for one new and unused tractor with flail mower to Grissom LLC of Prague, Oklahoma.

Before the vote, Mel Priddy addressed the Council explaining that the low bid had not met the specifications; therefore he stated that the bid from Grissom LLC had met all of the specifications and had still been under the budgeted amount.

After a brief discussion the vote was taken as follows:

AYE: Councilman Karr, Mason, Smith, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

7. Consider, and act upon approval of bid to Bob Hurley Ford of Oklahoma City, for the purchase of one (1) new and unused 2013 Ford Police Interceptor patrol car. *(Darrell Miller, Asst. Police Chief)*

Executive Summary

Motion to approve the low bid of \$27,717.00 to Bob Hurley Ford of Oklahoma City for the purchase of one (1) new and unused 2013 Ford Police Interceptor Patrol Car.

A motion was made by Councilman Read and seconded by Councilman Smith to approve a bid to Bob Hurley Ford of Oklahoma City, for the purchase of one (1) new and unused 2013 Ford Police Interceptor patrol car in the amount of \$27,717.00.

Before the vote, Chief Lyles addressed the Council explaining that this vehicle would replace a 1999 model Ford Taurus.

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

AYE: Councilman Smith, Read, Karr, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon, award of bid to Altivia Chemical Solutions for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: aluminum sulfate, 40% polymer, and copper sulfate. *(David Medley, P.E., Utilities Director)*

Executive Summary

Motion to award of bid for Items 1, 6, and 8 of the March, 2012 to August, 2012 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Altivia Chemical Solutions of Houston, Texas at the unit prices per the attached bid tabulation and agreement.

Vice-Mayor Mason moved to award a bid to Altivia Chemical Solutions for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: aluminum sulfate, 40% polymer, and copper sulfate. The motion was seconded by Councilman Karr.

Before the vote, David Medley addressed the Council explaining that there had been a typo on the agenda and the correct chemicals were aluminum sulfate, copper sulfate and poly-aluminum ferric halide Brennfloc cc 2358. He added that the contract was for six (6) months and would be rebid at that time.

After a brief discussion among the Council the vote was taken as follows:

AYE: Councilman Read, Karr, Mason, Smith & Mayor Harrison  
NAY: None

Mayor Harrison declared the motion carried.

9. Consider, and act upon, award of bid to Southwest Chemical Service for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 30% caustic, polyphosphate, and 40% Polymer (Dadmac). (*David Medley, P.E., Utilities Director*)

Executive Summary

Motion to award of bid for Items 3, 4, and 6 of the March 16, 2012 to August, 2012 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Southwest Chemical Service of McAlester, Oklahoma at the unit prices per the attached bid tabulation and agreement.

A motion was made by Councilman Smith and seconded by Councilman Karr to award a bid to Southwest Chemical Service for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 30% caustic, polyphosphate, and 40% Polymer (Dadmac).

Before the vote, David Medley explained that the contract would be rebid after six (6) months.

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

AYE: Councilman Read, Karr, Mason, Smith & Mayor Harrison  
NAY: None

Mayor Harrison declared the motion carried.

10. Consider, and act upon, award of bid to Brentag Southwest for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: chlorine and activated carbon. *(David Medley, P.E., Utilities Director)*

Executive Summary

Motion to award of bid for Items 2, and 5 of the September, 2011 to March, 2012 to August, 2012 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Brentag Southwest of Nowata, Oklahoma at the unit prices per the attached bid tabulation and agreement.

Councilman Smith moved to award a bid to Brentag Southwest for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: chlorine and activated carbon. The motion was seconded by Councilman Karr.

Before the vote, David Medley addressed the Council explaining that the contract was for six (6) months and would be rebid at that time. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Karr, Mason, Smith, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

11. Consider, and act upon, a resolution declaring a vacancy on the City Council and setting the election dates for Ward 2. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve resolution declaring a vacancy on the City Council and setting the election date for Ward 2.

A motion was made by Councilman Smith and seconded by Vice-Mayor Mason to approve RESOLUTION NO. 12-02, declaring a vacancy on the City Council and setting the election date for Ward 2.

Before the vote, City Attorney Ervin stated that after meeting with the County Election Board here were some minor corrections that needed to be made to the resolution. He explained that the filing period needed to be fifteen (15) days after receipt of the resolution and the filing period would need to be changed to "shall begin at 8:00 A.M., April 16, 2012 and expire at 5:00 P.M., April 18, 2012."

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

AYE: Councilman Mason, Smith, Read, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

**New Business**

There was no new business.

### **City Manager's Report**

Manager Stasiak reported that Strong would be open on Thursday. He stated that the street crew had replaced 52 panels, installed new curbing and crack sealed.

Manager Stasiak reported that he would be attending the CMAO board meeting in Edmond on Friday.

### **Remarks and Inquiries by City Council**

Councilman Smith and Vice-Mayor Mason had no comments for the evening.

Councilman Read thanked Manager Stasiak and David Medley for the tour of the facilities.

Councilman Karr commended the Community Services Department for the good cleaning job they were doing.

### **Mayor's Comments and Committee Appointments**

Mayor Harrison commented that the Charter allowed the Mayor to appoint individuals to committees with the Council's agreement. He stated that he would like to appoint himself, Vice-Mayor Mason and Councilman Smith to the Audit and Finance Advisory Committee and appoint Vice-Mayor Mason, Councilman Garvin and Councilman Read to the MPower Committee. He then asked that MPower appoint three (3) of its members to the sub-committee.

He then asked Shari Cooper to speak. Ms. Cooper addressed the Council explaining the various associations and affiliations of MPower's board members. She updated the Council on the clean up activities at the Industrial Park, stating that the objective was to get the entire Park cleared. She mentioned the signage project and some of her recruitment efforts.

Councilman Read thanked the MPower Board members for attending the Council meeting.

Mayor Harrison appointed himself, Councilman Karr and Councilman Smith to the Charter Review Committee.

### **Recess Council Meeting**

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

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

AYE: Councilman Karr, Mason, Smith, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:05 P.M.

#### Reconvene Council Meeting

The Regular Meeting was reconvened at 8:08 P.M.

Councilman Smith moved to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.2 & 4 to discuss negotiations concerning employees and representatives of employee groups: FOP; in accordance with Title 25, Sec. 307.B.2 to discuss negotiations concerning employees and representatives of employee groups: IAFF and in accordance with Title 25, Sec. 307.B.4 for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844; Mary Baird v. City of McAlester, Case No. C-09-244; Jerry McCormick v. McAlester, USDC ED OK 11-CV-166; Michelle & Jerry McCormick v. McAlester, et.al., USDC ED OK 12-CV-62; Jerry Few v. McAlester, et.al., Pittsburg County, CJ-10-039; Kozel v. City of McAlester USDC ED OK 2011-CIV-361-JHP; City of McAlester vs. IAFF (Declaratory Judgment Action)(CV-2012-8); Cox et al v. City of McAlester, Oklahoma USDC ED OK 12-CV-100- KEW. The motion was seconded by Vice-Mayor Mason.

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

AYE: Councilman Mason, Smith, Read, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 8:10 P.M.

#### Executive Session

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2 & 4) to discuss negotiations concerning employees and representatives of employee groups: FOP
- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF
- 3) Proposed executive session pursuant to Title 25, Sec. 307(B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844; Mary Baird v. City of McAlester, Case No. C-09-244; Jerry McCormick v. McAlester, USDC ED OK 11-CV-166; Michelle & Jerry McCormick v. McAlester, et.al., USDC ED OK 12-CV-62; Jerry Few v. McAlester, et.al., Pittsburg County, CJ-10-039; Kozel v. City of McAlester USDC ED OK 2011-CIV-361-JHP; City of McAlester vs. IAFF (Declaratory Judgment Action)(CV-2012-8); Cox et al v. City of McAlester, Oklahoma USDC ED OK 12-CV-100- KEW.

### Reconvene Council Meeting

The Regular Meeting was reconvened at 10:00 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for and Executive Session to discuss negotiations concerning employees and representatives of employee groups: FOP; in accordance with Title 25, Sec. 307.B.2 to discuss negotiations concerning employees and representatives of employee groups: IAFF and in accordance with Title 25, Sec. 307.B.4 for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844; Mary Baird v. City of McAlester, Case No. C-09-244; Jerry McCormick v. McAlester, USDC ED OK 11-CV-166; Michelle & Jerry McCormick v. McAlester, et.al., USDC ED OK 12-CV-62; Jerry Few v. McAlester, et.al., Pittsburg County, CJ-10-039; Kozel v. City of McAlester USDC ED OK 2011-CIV-361-JHP; City of McAlester vs. IAFF (Declaratory Judgment Action)(CV-2012-8); Cox et al v. City of McAlester, Oklahoma USDC ED OK 12-CV-100- KEW. Only those matters were discussed, no action was taken, and the Council returned to open session at 10:00 P.M., and this constituted the Minutes of the Executive Session.

- 1) Consider, and Act Upon the Fraternal Order of Police, Lodge 97, 2012-2013 Contract.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve the Fraternal Order of Police, Lodge 97, 2012-2013 Contract. Mayor Harrison stated that this would be subject to final signature of the FOP prior to the signature of the Mayor. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Smith, Karr, Mason & Mayor Harrison

NAY: None

ABSTAIN: Councilman Read

Mayor Harrison declared the motion carried.

### Adjournment

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

AYE: Councilman Karr, Mason, Smith, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 10:01 P.M.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

**CLAIMS FROM**

**APRIL 4, 2012  
THRU  
APRIL 17, 2012**

PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 31

FUND : 31 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KIM BOYLES	I-201204043564	01 -5324207	CLOTHING ALLO KIM BOYLES: CLOTHING ALLOWANCE	059451	91.00
	TONY ERVIN	I-201204043567	01 -5211331	EMPLOYEE TRAV TONI ERVIN: TRAV EXP CPFA TRNG	059453	226.56
	SHAWN SMITH	I-201204123592	01 -5653331	EMPLOYEE TRAV W/C CONFERENCE	059482	161.07
	SHAWN SMITH	I-201204123582	01 -5653331	EMPLOYEE TRAV W/C TRIAL	059482	117.22
	SHAWN SMITH	I-201204123582	01 -5653331	EMPLOYEE TRAV W/C DEPOSITION	059482	111.12
	SHAWN SMITH	I-201204123582	01 -5653331	EMPLOYEE TRAV W/C TRIAL	059482	122.27
01-A00039	ACPA					
		I-2297	01 -5865331	EMPLOYEE TRAV 2012 PAVEMENT CONF FEE	059494	60.00
01-A00150	ACME JANITORIAL					
		I-598184	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	059495	274.45
		I-598494	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	059495	76.08
01-A00170	ADA PAPER CO.					
		I-341953	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	059496	95.59
01-A00267	AIRGAS					
		I-9004651736	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES	059497	55.80
		I-9004880480	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES	059497	200.08
		I-9901602570	01 -5544203	REPAIRS & MAI LEASE ON BOTTLES-SSC	059497	122.00
		I-9901610572	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES	059497	185.76
01-A00280	ALERT-ALL CORP.					
		I-212040013	01 -5431329	PROMOTIONAL PROMOTIONAL SUPPLIES	059500	272.00
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201204043577	01 -5320328	INTERNET SERV INTERNET SVS-DETECTIVE DIV	059455	116.75
		I-201204043577	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CTR	059455	72.95
		I-201204123590	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	059484	75.65
		I-201204123590	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	059484	75.65
		I-201204123590	01 -5865328	INTERNET SERV INTERNET SVS-STREETS T/C	059484	75.65
01-A00751	ATWOODS					
		I-1104/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059504	89.70
		I-1011/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059504	9.47
		I-1015/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059504	26.61
		I-1020/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059504	49.99
		I-1022/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059504	141.50
		I-1027/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059504	68.10
		I-1029/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059504	216.44
		I-979/9	01 -5548203	REPAIRS & MAI MAINT SUPPLIES	059504	702.52
01-A00770	AUTO PARTS CO					
		I-903159	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	059505	4.08
		I-903239	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	059506	32.45
01-B00106	BARNHOUSE APPRAISAL SER					



PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00106 BARNHOUSE APPRAISAL SER	continued				
	I-2012067	01 -5210480	CONTINGENCY FAA BLDG APPRAISAL	059507	2,500.00
01-B00180 BEMAC SUPPLY					
	I-S1631757.002	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059509	10.99
	I-S1653651.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059509	59.65
	I-S1653736.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059509	208.49
01-B00243 BIG V FEED					
	I-37438	01 -5322202	OPERATING SUP DOG FOOD AS NEEDED	059510	20.25
01-C00046 C D W GOVERNMENT, INC					
	I-J009419	01 -5225401	COMPUTER TECH PROJECTOR FOR MEETINGS	059513	499.08
01-C00100 CLEET					
	I-201204123586	01 -2100	CLEET PAYABLE CLEET FEES COLLECTED	059485	5,909.64
01-C00320 CENTERPOINT ENERGY ARKL					
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-401 N 2ND	059457	439.62
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-CEMETERY MAINT	059457	36.90
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-CITY HALL	059457	367.37
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-FIRE ST 3	059457	201.40
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-CEMETERY OFFICE	059457	226.10
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-MONROE COMPLEX	059457	176.39
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-MONROE COMPLEX	059457	399.79
	I-201204043578	01 -5215314	GAS UTILITY GAS UTIL-STIFE CTR	059457	280.74
	I-201204123589	01 -5215314	GAS UTILITY GAS UTIL-FIRE ST #2	059486	121.79
01-C00462 CITY CARBONIC SALES & S					
	I-41731	01 -5432316	REPAIRS & MAI SCBA TESTING AS NEEDED	059525	139.20
01-D00006 D & D ELEVATOR INC					
	I-12021	01 -5548317	ELEVATOR REPA MONTHLY ELEVATOR MAINT	059516	400.00
01-D00330 DEPT. OF PUBLIC SAFETY					
	I-04-1212637	01 -5321308	CONTRACTED SE TELETYPE RENTAL	059521	350.00
01-D00540 DOLESE BROTHERS					
	I-5-28617-12	01 -5865218	STREET REPAIR CRUSHER ROCK FOR ST DEPT	059522	594.85
	I-5-29140-12	01 -5865218	STREET REPAIR CRUSHER ROCK FOR ST DEPT	059522	386.13
	I-5-29473-12	01 -5865218	STREET REPAIR CRUSHER ROCK FOR ST DEPT	059522	1,494.05
	I-5-29808-12	01 -5865218	STREET REPAIR CRUSHER ROCK FOR ST DEPT	059522	891.58
01-E00259 ERGON ASPHALT & EMULSIO					
	I-9400868957	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	059525	413.15
	I-9400873118	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	059525	282.55
01-E00266 ERVIN & ERVIN ATTORNEYS					
	I-APRIL 2012-2	01 -5210307	CONSULTANTS/L LEGAL FEES AS NEEDED	059527	3,075.00

PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 33

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00266	ERVIN & ERVIN ATTORNEYS	continued				
		I-APRIL 2012-2	01 -5214302	CONSULTANTS LEGAL FEES AS NEEDED	059527	3,465.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201204173595	01 -5322212	FUEL EXPENSE FUEL EXP-GENERAL-ANIMAL CONT	059529	680.21
		I-201204173595	01 -5321212	FUEL EXPENSE FUEL EXP-GENERAL-POLICE	059529	11,072.42
		I-201204173595	01 -5431212	FUEL EXPENSE FUEL EXP-GENERAL-FIRE	059529	1,870.59
		I-201204173595	01 -5542212	FUEL EXPENSE FUEL EXP-GENERAL-PARKS	059529	2,307.29
		I-201204173595	01 -5548212	FUEL EXPENSE FUEL EXP-GENERAL-FAC MAINT	059529	451.31
		I-201204173595	01 -5865212	FUEL EXPENSE FUEL EXP-GENERAL-STREETS	059529	3,958.02
		I-201204173595	01 -5544212	FUEL EXPENSE FUEL EXP-GENERAL-REC	059529	143.08
		I-201204173595	01 -5652212	FUEL EXPENSE FUEL EXP-GENERAL-PC&D/CODES	059529	480.68
		I-201204173595	01 -5225212	FUEL EXPENSE FUEL EXP-GENERAL-IT	059529	134.91
		I-201204173595	01 -5653212	FUEL EXPENSE FUEL EXP-GENERAL-HR/SAFETY	059529	137.47
		I-201204173595	01 -5547212	FUEL EXPENSE FUEL EXP-GENERAL-CEMETERY	059529	465.68
		I-201204173595	01 -5432212	FUEL EXPENSE FUEL EXP-GENERAL-EMS	059529	1,427.61
		I-201204173596	01 -5865212	FUEL EXPENSE FUEL EXP-MPWA-STREETS	059530	221.54
		I-201204173596	01 -5547212	FUEL EXPENSE FUEL EXP-MPWA-CEMETERY	059530	181.40
		I-201204173596	01 -5542212	FUEL EXPENSE FUEL EXP-MPWA-PARKS	059530	167.08
		I-201204173596	01 -5544212	FUEL EXPENSE FUEL EXP-MPWA-REC	059530	78.99
01-F00037	FASTENAL					
		I-OKMCA104252	01 -5865203	REPAIR & MAIN ADDN'L CHG FOR BOLTS	059531	162.90
01-F00125	FIREHOUSE SOFTWARE					
		I-522GALLS	01 -5431330	DUES & SUBSCR SUBSCRIPTION RENEWAL	059532	24.95
01-F00140	FIRE SERVICE TRAINING					
		I-FIRE SVS TR-BARONE	01 -5432331	EMPLOYE TRAVE EMS INSTRUCTOR UPDATE	059533	50.00
		I-FIRE SVS TR-GILES	01 -5432331	EMPLOYE TRAVE EMS INSTRUCTOR UPDATE	059533	50.00
		I-FIRE SVS TR-JERNIG	01 -5432331	EMPLOYE TRAVE EMS INSTRUCTOR UPDATE	059533	50.00
		I-FIRE SVS TR-RIVERS	01 -5432331	EMPLOYE TRAVE EMS INSTRUCTOR UPDATE	059533	50.00
		I-FIRE SVS TR-WEEKS	01 -5432331	EMPLOYE TRAVE EMS INSTRUCTOR UPDATE	059533	50.00
01-G00010	G & C RENTAL CENTER, IN					
		I-11679	01 -5547203	REPAIRS & MAI OPEN PO FOR EQUIPMENT	059534	470.00
		I-11745	01 -5547203	REPAIRS & MAI OPEN PO FOR EQUIPMENT	059534	60.00
		I-12016	01 -5548203	REPAIRS & MAI SCAFFOLD RENTAL	059534	60.00
01-G00490	GRISOM IMPLEMENT INC					
		I-258750	01 -5547203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	059535	298.57
		I-260046	01 -5542204	SMALL TOOLS HEDGE TRIMMERS FOR PARKS	059535	499.99
01-I00110	IMPRESS OFFICE SUPPLY					
		I-033727	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	059537	9.78
		I-033815	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	059537	10.99
		I-033825	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	059537	28.62
01-I00115	INTERMEDIX TECHNOLOGIES					

PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100115 INTERMEDIX TECHNOLOGIES continued					
I-201204173594	01 -5432308	CONTRACTED SE CONTRACTED SVS EMS-MAR 2012	059538	1,567.17	
01-100140 INDIAN NATION WHOLESALE					
I-5593708	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	059539	1,238.06	
01-100262 INVESTIGATIVE CONCEPTS,					
I-12120140	01 -5653348	DRUG TESTING/ NEW HIRE BACKGROUND	059540	47.85	
01-503110 JACKIE BRANNON CORR. CT					
I-P195	01 -5542308	CONTRACTED SE MONTHLY INMATE FEES	059541	106.21	
01-K00254 KIMBERLY LIZIK					
I-201204173597	01 -5212208	CONTRACTED SE CONTRACT RECEPT. SVS	059543	30.00	
01-L00062 LABELCITY, INC.					
I-413181	01 -5320202	OPERATING EXP DYMO LABELS	059544	51.95	
01-L00067 LABORATORY CONSULTANT S					
I-033387	01 -5653348	DRUG TESTING/ MNTLY RANDOM DRUG TESTS	059545	50.00	
I-033388	01 -5653348	DRUG TESTING/ MNTLY RANDOM DRUG TESTS	059545	102.00	
I-033450	01 -5653348	DRUG TESTING/ MNTLY RANDOM DRUG TESTS	059545	50.00	
I-033599	01 -5653348	DRUG TESTING/ MNTLY RANDOM DRUG TESTS	059545	236.90	
01-L00380 LOCKE SUPPLY CO.					
I-17470778-00	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059547	14.56	
I-17511745-00	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059547	92.36	
01-L00428 LOWE'S CREDIT SERVICES					
I-02420	01 -5865202	OPERATING SUP MISC MATERIALS AS NEEDED	059549	162.74	
I-05723	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059549	128.89	
I-05929	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	059549	95.53	
I-07206	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059549	297.79	
I-14599	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059549	132.98	
I-902095	01 -5865202	OPERATING SUP MISC MATERIALS AS NEEDED	059549	37.70	
I-902344	01 -5548203	REPAIRS & MAI MISC MAINT SUPPLIES	059549	35.92	
I-902484	01 -5548203	REPAIRS & MAI MISC MAINT SUPPLIES	059550	125.47	
I-906263	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059550	138.09	
I-908365	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059550	322.25	
I-909013	01 -5548203	REPAIRS & MAI MISC MAINT SUPPLIES	059550	21.09	
I-909595	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059550	11.38	
01-M00083 MARGARET MCMORROW - LOV					
I-MAR 2012	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	059551	365.00	
01-M00570 MOORE MEDICAL CORP.					
I-97195599	01 -5432202	OPERATING SUP MEDICAL SUPPLIES AS NEEDED	059553	398.60	
01-M00680 MUNICIPAL CODE CORP.					

PACKET: C8048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00680 MUNICIPAL CODE CORP.	continued				
	I-00215928	01 -5212339	MODIFICATION CODE SUPPLEMENTS NEEDED	059555	1,268.51
01-MC0098 MCAFEE & TAFT					
	I-366959	01 -5214302	CONSULTANTS LEGAL FEES AS NEEDED	059556	572.00
	I-366960	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	059556	1,419.33
	I-366961	01 -5214302	CONSULTANTS LEGAL FEES AS NEEDED	059556	286.00
	I-366962	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	059556	10,975.00
	I-366963	01 -5214302	CONSULTANTS LEGAL FEES AS NEEDED	059556	1,254.00
01-MC0140 MCALESTER PAINT & SUPPL					
	I-00075765	01 -5542203	REPAIRS & MAINT MISC REPAIR & MAINT ITEMS	059557	147.67
	I-00075827	01 -5542203	REPAIRS & MAINT MISC REPAIR & MAINT ITEMS	059557	147.97
01-MC0169 MCALESTER REGIONAL HOSP					
	I-CITYLAB 3-31-12	01 -5653348	DRUG TESTING/ NEW HIRE DRUG TESTING	059558	99.00
01-MC0200 MCALESTER SCOTTISH RITE					
	I-700540	01 -5546311	PARKING RENTAL PKING LOT RENTAL-LIBRARY	059559	375.00
01-MC0226 MC DONALDS RESTURANT					
	I-00004	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	6.58
	I-00004	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	9.87
	I-00004	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	11.16
	I-00035	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	4.86
	I-0005	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	3.29
	I-0012	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	4.88
	I-0012	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	9.87
	I-0016	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	4.88
	I-002	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	3.29
	I-0022	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	3.67
	I-0024	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	9.87
	I-003	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	3.00
	I-0040	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	10.64
	I-0048	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	3.29
	I-0054	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	4.88
	I-0057	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	8.04
	I-006	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059560	6.58
	I-0066	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	3.29
	I-0067	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	4.88
	I-0068	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	4.88
	I-007	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	2.29
	I-007	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	4.86
	I-0072	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	10.72
	I-0075	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	4.86
	I-0079	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	14.64
	I-008	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	9.87
	I-0082	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	2.68
	I-0086	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	4.88

PACKET: 08049 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0276	MC DONALDS RESTURANT		continued			
	I-0089	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	4.88	
	I-0095	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	5.32	
	I-0096	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059561	3.29	
	I-0097	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	059562	16.83	
01-N00061	NATIONAL FIRE PROTECTIO					
	I-2843217	01 -5431330	DUES & SUBSCR FIRE CODES SUBSCRIPTION	059563	950.00	
01-N00253	NCALESTER NEWS CAPITAL					
	I-05605638	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	059564	23.35	
	I-05605640	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	059564	32.25	
	I-05605666	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	059564	17.95	
	I-05605674	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	059564	23.10	
	I-05605676	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	059564	22.25	
	I-JAN 2012	01 -5653317	ADVERTISING & EMPLOYMENT ADS AS NEEDED	059564	30.60	
	I-MAR 2012	01 -5653317	ADVERTISING & EMPLOYMENT ADS AS NEEDED	059564	91.80	
01-000070	DEIELA MOWER SHOP					
	I-00126421	01 -5431316	REPAIRS & MAI MISC REPAIRS AS NEEDED	059570	9.00	
01-000219	OKLA BUREAU OF NARCOTIC					
	I-201204123507	01 -2103	OSN PAYABLE + DRUG EDUCATION FEES	059487	34.21	
01-000274	OKLA CONSTRUCTION INDUS					
	I-00077 LICENSE REN	01 -5652330	DUES & SUBSCR LICENSE RENEWAL-LALIT	059573	35.00	
01-000358	OKLA ST DEPT OF HEALTH					
	I-18 LIC RENEWAL	01 -5432330	DUES & SUBSCR OK STATE EMT LIC RENEWAL	059574	405.90	
01-000427	OKLA UNIFORM BUILDING C					
	I-MARCH 2012	01 -5652336	FEES BLDG PERMIT FEES AS NEEDED	059575	28.00	
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-26445	01 -5215322	LIABILITY INS ADDN'L INS PREMIUM	059577	242.25	
01-000595	OSBI					
	I-201204123595	01 -2101	AFIS PAYABLE AFIS & FORENSIC FEES COLLECTED	059488	3,261.32	
	I-201204123595	01 -2102	FORENSICS PAY AFIS & FORENSIC FEES COLLECTED	059488	3,127.63	
01-000599	OSU-CENTER FOR EXECUTIV					
	I-OMCTA FEE-ERVIN	01 -5211331	EMPLOYEE TRAV OMCTA CONF FEES	059578	499.30	
01-P00210	PEPSI COLA					
	I-94033	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	059579	313.00	
	I-94056	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	059579	19.20	
01-P00242	PETER STASTAK					
	I-201204043566	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OMAO SPRING CONF	059460	120.34	

PACKET: 06046 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00242	PETER STATAK		continued			
		I-201204123583	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MEDIATION	059489	119.25
01-P00250	PETTY CASH					
		I-201204123584	01 -5321202	OPERATING SUP BATTERY FOR RADAR GUN	059490	14.16
		I-201204123584	01 -5321331	EMPLOYEE TRAV TOLL FEE	059490	4.00
		I-201204123584	01 -5865202	OPERATING SUP TRAVEL EXP FOR DURAPATCH	059490	14.16
		I-201204123584	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	059490	30.00
		I-201204123584	01 -5321531	EMPLOYEE TRAV TOLL FEES SCHOOL	059490	4.00
		I-201204123584	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	059490	150.00
		I-201204123584	01 -5101202	OPERATING SUP EXE COUNCIL MTG SUPPLIES	059490	52.45
		I-201204123584	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	059490	32.69
		I-201204123584	01 -5321202	OPERATING SUP SHIPPING FEE	059490	24.45
		I-201204123584	01 -5432212	FUEL EXPENSE FUEL EXPENSE	059490	80.00
		I-201204123584	01 -5432331	EMPLOYEE TRAV TRAVEL EXP-PU NEW AMBULANCE	059490	186.31
01-P00292	PINKLEY SALES					
		I-17854	01 -5865203	REPAIR & MAIN LED LIGHTS FOR TRAF. SIG.	059580	9,804.00
01-P00310	PITNEY BOWES INC					
		I-3127966-AP12	01 -5215312	EQUIPMENT REN LEASE FEES	059581	262.10
		I-3127966-AP12	01 -5215317	POSTAGE POSTAGE FEES	059581	521.89
01-P00310	BRO-KIL, INC					
		I-66431	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL-JIS	059582	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201204043579	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALB	059491	26.01
		I-201204123588	01 -5215313	ELECTRIC UTIL ELECT UTIL-302 E FILMORE	059491	38.42
		I-201204123588	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	059491	38.42
		I-201204123588	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	059491	38.42
		I-201204123588	01 -5215313	ELECTRIC UTIL ELECT UTIL-CITY HALL	059491	11,934.17
		I-201204123588	01 -5215313	ELECTRIC UTIL ELECT UTIL-LIBRARY	059491	1,994.99
		I-201204123588	01 -5215313	ELECTRIC UTIL ELECT UTIL-GEN FUND	059491	9,386.02
01-R00050	RADIO SHACK					
		I-010175	01 -5865202	OPERATING SUP BATTERIES FOR RADIOS	059584	39.99
01-R00482	ROBERTS TESTING SERVICE					
		I-902395	01 -5431316	REPAIRS & MAI ANNUAL PUMP TESTING FEE	059585	1,050.00
01-S00009	SADLER PAPER CO					
		I-09595	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	059586	819.27
01-S00233	SHANNON JOHNSTON					
		I-201204173598	01 -5212308	CONTRACTED SE CONTRACT RECEIPT SVS	059588	205.50
01-S00386	SMITH KEY & HARDWARE					
		I-009884	01 -5542203	REPAIRS & MAI REPLACEMENT KEYS	059589	39.00

PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00386	SMITH KEY & HARDWARE		continued			
		I-9885	01 -5545316	REPAIRS & MAI KEY & LOCK REPAIRS	059589	99.00
01-S00710	STANDARD MACHINE LLC					
		I-225265	01 -5431316	REPAIRS & MAI REPAIRS TO LADDER TRUCK	059591	140.00
01-S00726	STAPLES ADVANTAGE					
		I-03243	01 -5542202	OPERATING SUP MISC OFFICE SUPPLIES	059592	137.28
		I-04151	01 -5320202	OPERATING EXP OPEN PO FOR MISC SUPPLIES	059592	45.49
		I-3171673975	01 -5211202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	059592	161.54
		I-31921	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059592	65.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-1098313	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	38.66
		I-454098	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	4.50
		I-454153	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	6.75
		I-454154	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	20.46
		I-454157	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	87.89
		I-454314	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	7.67
		I-454656	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	11.25
		I-454722	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059593	29.07
01-T00630	TWIN CITIES READY MIX					
		I-65752	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	059596	342.00
		I-65866	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	059596	468.00
		I-66018	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	059596	149.63
01-U00020	US CELLULAR					
		I-701204043569	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	059464	1,836.18
01-U00128	UNITED PACKAGING & SHIP					
		I-107872	01 -5431202	OPERATING SUP SHIPPING FEES AS NEEDED	059599	11.21
01-V00150	VULCAN SIGN					
		I-215363	01 -5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	059600	2,028.00
01-W00040	WALMART COMMUNITY BRC					
		I-31032	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	059601	122.57
01-W00250	WHEELER METALS					
		I-69763	01 -5542203	REPAIRS & MAI ANGLE IRON FOR REPAIRS	059605	196.00
01-W00480	WYLIE SPRAYERS OF OKLA.					
		I-130549	01 -5542203	REPAIRS & MAI HERBICIDE SPRAYER HOSE	059608	60.09
		I-130549-1	01 -5542203	REPAIRS & MAI HERBICIDE SPRAYER PARTS	059608	20.00
			FUND 01 GENERAL FUND	TOTAL:		127,234.52

PACKET: 00048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 02 XFWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00039	ACPA					
		1-2297	02 -5871331	EMPLOYEE TRAV 2012 PAVEMENT CONF FEE	059494	60.00
01-A00170	ADA PAPER CO.					
		1-339634	02 -5973203	REPAIRS & MAI JANITORIAL SUPPLIES	059496	253.44
01-A00267	AIRGAS					
		1-9901601413	02 -5864202	OPERATING SUP REFILL TANK CHGS-FAC MAIN	059497	122.00
		1-9901610574	02 -5974203	REPAIRS & MAI MONTHLY RENTAL FEES	059497	62.18
		1-9901610576	02 -5973202	REPAIRS & MAI REFILL FOR BOTTLES	059497	93.50
01-A00272	ALDERSON REGIONAL LANDF					
		1-004093	02 -5864308	CONTRACTED LA ROLL OFF DUMP FEES	059498	3,848.92
01-A00562	ALLEGIANCE COMMUNICATIO					
		1-201204043577	02 -5973328	INTERNET SERV INTERNET SVS-EAST WWM	059455	62.95
01-A00541	AMERICAN PUBLIC WORKS A					
		1-28699	02 -5871331	EMPLOYEE TRAV AFWA SPRING CONF FEES	059501	175.00
01-A00770	AUTO PARTS CO					
		1-902948	02 -5974203	REPAIRS & MAI MISC PARTS AS NEEDED	059505	95.29
01-B00180	BEMAC SUPPLY					
		1-S1650916.001	02 -5973203	REPAIRS & MAI SUPPLIES AS NEEDED - WWM	059509	418.70
		1-S1653166.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059509	59.08
		1-S1653172.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059509	21.89
		1-S1653385.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059509	22.78
		1-S1653388.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059509	16.76
		1-S1653454.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059509	4.84
		1-S1653834.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059509	87.92
		1-S1653997.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059509	75.01
01-B00491	BRENNITAG SOUTHWEST					
		1-B5W312643	02 -5974206	CHEMICALS POWDER ACTIVATED CARBON	059512	2,668.00
01-D00322	DEPT. OF ENVIR. QUALITY					
		1-1-2012	02 -5864329	DEQ FEES LANDFILL DEQ QTRLY REPORT	059518	171.56
		1-55300267	02 -5871302	CONSULTANTS MS4 STORM WTR PERMIT	059519	710.00
01-D00323	DEPT. OF ENVIR. QUALITY					
		1-103872	02 -5974329	DEQ FEES WATER APPLICATION FEE	059520	100.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		1-1201831	02 -5973304	LAB TESTING MONTHLY TESTING FEES	059526	54.47
01-E00321	EVANS ENTERPRISES, INC.					
		1-67552	02 -5973316	REPAIRS & MAI MOTOR REPAIR FOR 256T MTR	059528	565.71



PACKET: 08049 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201204173596	02 -5975212	FUEL EXPENSE FUEL EXP-GENERAL-UTM	059529	515.04
		I-201204173596	02 -5216212	FUEL EXPENSE FUEL EXP-MPWA-UB&C	059530	571.23
		I-201204173596	02 -5864212	FUEL EXPENSE FUEL EXP-MPWA-LANDFILL	059530	91.30
		I-201204173596	02 -5866212	FUEL EXPENSE FUEL EXP-MPWA-SANITATION	059530	1,928.67
		I-201204173596	02 -5871212	FUEL EXPENSE FUEL EXP-MPWA-ENGINEERING	059530	177.91
		I-201204173596	02 -5974212	FUEL EXPENSE FUEL EXP-MPWA-WTP	059530	1,026.23
		I-201204173596	02 -5973212	FUEL EXPENSE FUEL EXP-MPWA-WWT	059530	1,093.32
		I-201204173596	02 -5975212	FUEL EXPENSE FUEL EXP-MPWA-UTM	059530	3,623.53
		I-201204173596	02 -5972212	FUEL EXPENSE FUEL EXP-MPWA-UTIL DER	059530	188.66
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201204043576	02 -5267314	GAS UTILITY GAS UTIL-UTM ON HEREFORD	059458	591.80
01-G00010	G & C RENTAL CENTER, IN					
		I-11904	02 -5975401	CAPITAL CUTLA CONCRETE SAW & BLADES	059534	15,067.11
		I-9743	02 -5975218	STREET REPAIR ASHPHALT ROLLER RENTAL	059534	603.50
01-H00279	HUGHES NET					
		I-51-247263953	02 -5974328	INTERNET SERV INTERNET SVS FOR WTP	059536	93.50
01-L00419	LORMAN EDUCATION SERVIC					
		I-2654499-1	02 -5871331	EMPLOYEE TRAV WORKSHOP FEES-STORMWTR	059548	548.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-02487	02 -5975230	SEWER MAIN RE REPAIR SUPPLIES AS NEEDED	059549	80.68
		I-09726	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059549	28.75
		I-09963	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059549	14.74
		I-901401	02 -5975230	SEWER MAIN RE REPAIR SUPPLIES AS NEEDED	059549	329.18
		I-909727	02 -5974316	REPAIRS & MAI SUPPLIES FOR WTP	059550	73.41
		I-909819	02 -5975230	SEWER MAIN RE REPAIR SUPPLIES AS NEEDED	059550	223.56
01-M00304	MESHEK & ASSOC. INC					
		I-#04	02 -5871302	CONSULTANTS NPDES STORMWTR PERMIT	059552	3,685.08
01-N00250	MCALESTER NEWS CAPITAL					
		I-05605655	02 -5974317	ADVERTISING/P OPEN PG-WTP PUBLICATIONS	059564	92.25
01-N00349	NORTH EAST CONTROLS					
		I-E-35691-1	02 -5974316	REPAIRS & MAI EDUCTORS FOR TOC REMOVAL	059568	408.08
01-O00366	OFMA					
		I-2112	02 -5871331	EMPLOYEE TRAV OFMA SPR CONF FEE	059569	50.00
		I-2113	02 -5871331	EMPLOYEE TRAV OFMA SPR CONF FEE	059569	50.00
01-O00530	OMI-OK MUNICIPAL LEAGUE					
		I-MC&T DUES 2011-12	02 -5216331	TRAVEL & TRAI OMI LEG FEES	059576	50.00
01-P00250	PETTY CASH					

PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH		continued			
		I-201204123584	02 -5975331	EMPLOYEE TRAV TRAVEL EXP WATER CLASS	059490	51.29
		I-201204123584	02 -5971331	EMPLOYEE TRAV TRAVEL EXP-STM WTR CONF	059490	11.14
01-P00560	PUBLIC SERVICE/AEP					
		I-201204043579	02 -5267313	ELECTRIC UTIL ELECT UTIL-MPWA	059461	14,091.67
		I-201204123588	02 -5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CTR	059491	43.76
01-Q00034	QUARTZ MOUNTAIN RESORT					
		I-34553	02 -5971331	EMPLOYEE TRAV TRAVEL EXP-OFMA SPR.CONF	059583	70.00
		I-34557	02 -5971331	EMPLOYEE TRAV TRAVEL EXP-OFMA SPR.CONF	059583	70.00
01-R00600	RURAL WATER DISTRICT #1					
		I-201204043569	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	059462	25.10
01-S00205	SEQUOYAH ENGINEERING, I					
		I-50350610.66	02 -5973302	CONSULTANTS ( MONTHLY PRETREATMENT FEES	059587	2,261.45
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-94173	02 -5974206	CHEMICALS CAUSTIC FOR WTP	059590	4,811.20
01-S00580	AT & T					
		I-201204123591	02 -5267315	TELEPHONE UTI PHONE UTIL-MPWA	059492	2,531.95
		I-201204123591	02 -5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	059492	77.60
01-S00726	STAPLES ADVANTAGE					
		I-21490	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	059592	255.12
01-T00141	TEXAS REFINERY CORP					
		I-885609	02 -5973203	REPAIRS & MAI GREASE FOR E & W PLANTS	059594	751.00
01-U00020	US CELLULAR					
		I-201204043568	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	059464	725.28
		I-201204043568	02 -5975328	INTERNET SERV UTM INTERNET SVS	059464	51.35
01-U00051	UTILITY SUPPLY CO.					
		I-059281	02 -5975211	WATER METERS REPAIR SUPPLIES FOR UTM	059597	7,282.00
		I-059282	02 -5975211	WATER METERS REPAIR SUPPLIES FOR UTM	059597	4,079.25
		I-059283	02 -5975230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059597	296.78
		I-059284	02 -5975230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059597	207.04
		I-059285	02 -5975230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059597	40.55
		I-059286	02 -5975230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059597	191.79
		I-059287	02 -5975230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059597	17.02
01-U00128	UNITED PACKAGING & SHIP					
		I-107601	02 -5973316	REPAIRS & MAI SHIPPING FEES AS NEEDED	059599	35.41
		I-107603	02 -5973316	REPAIRS & MAI SHIPPING FEES AS NEEDED	059599	25.41
01-W00130	WATER PRODUCTS					

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PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====					
01-W00130 WATER PRODUCTS		continued			
	I-0909760-IN	02 -5975235	WATER MAIN RE FIRE HYDRANT PARTS	059603	7,601.08
01-W00465 WORTH HYDROCHEM OF OKLA					
	I-3056171	02 -5974203	REPAIRS & MAI START UP FOR AIR SCOUR	059607	175.00
	I-3056171	02 -5974316	REPAIRS & MAI START UP FOR AIR SCOUR	059607	1,800.00
		FUND 02 MPWA	TOTAL:		106,536.07

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PACKET: 06048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00015	FLEETCOR TECHNOLOGIES					
		I-201204173596	03 -5876212	FUEL EXPENSE FUEL EXP-MFWA-AIRPORT	059530	45.01
01-P00560	PUBLIC SERVICE/AEP					
		I-201204043579	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	059461	1,041.33
01-G00020	US CELLULAR					
		I-201204043568	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	059464	27.60
			SUND 03 AIRPORT AUTHORITY	TOTAL:		1,113.94

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PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00560	PUBLIC SERVICE/ARF					
		1-201204123588	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	059491	102.84
			FUND	05 PARKING AUTHORITY	TOTAL:	102.84

PACKET: 08048 CLAIMS FOR 4/24/2012  
 VENDOR SET: 01  
 FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276	A LEROY DICK					
		I-201204173601	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	059499	63.27
01-D00213	DEBBIE COMPTON					
		I-201204173599	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	059517	135.00
		I-201204173600	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	059517	125.99
01-E00207	EMMA E. BELLIS					
		I-201204173602	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	059524	135.00
		I-201204173603	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	059524	99.90
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201204173595	08 -5549212	FUEL EXPENSE FUEL EXP-GENERAL-NUTRITION	059529	1,033.74
01-U00020	US CELLULAR					
		I-201204043568	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	059464	82.80
			FUND 08 NUTRITION	TOTAL:		1,675.70

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FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800244	BIG MAC					
		1-S1-013102	09 -5864327	SUB TITLE D E PUMP LEACHEAT AT LF	059511	392.50
		1-S1-013103	09 -5864327	SUB TITLE D E PUMP LEACHEAT AT LF	059511	210.00
			FUND 09	LANDFILL RES./SUB-TITLE TOTALS:		1,102.50

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PACKET: 06048 CLAIMS FOR 4/24/2012  
VENDOR SET: 01  
FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AG0664	APEX PARTNERS HOLDINGS,	I-15634	11 -5220302	CONSULTANTS YEARLY ACTUARIAL SERVICE	059503	12,037.50
			FUND	11 EMPLOYEE RETIREMENT	TOTAL:	12,037.50



PACKET: 08048 CLAIMS FOR 4/24/2012  
 VENDOR SET: 31  
 FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201204123589	28 -5654314	GAS UTILITY GAS UTIL-EXPO	059486	2,889.84
01-E00203	EMPIRE PAPER CO.	I-796675-01	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	059523	145.14
01-F00015	FLEETCOR TECHNOLOGIES	I-201204173595	28 -5654212	FUEL EXPENSE FUEL FXP-GENERAL-EXPO	059529	259.00
01-H00279	HUGHES NET	I-B1-246928120	28 -5654316	REPAIRS & MAI INTERNET SVS-EXPO	059536	143.50
01-J00110	JACKIE BRANNON CORR. CT	I-F206	28 -5654308	CONTRACT SERV INMATE FEES	059541	107.55
01-L00428	LOWE'S CREDIT SERVICES	C-0052937	28 -5654202	OPERATING SUP OPER. SUPPLIES AS NEEDED	059549	75.95-
		C-0052280	28 -5654202	OPERATING SUP OPER. SUPPLIES AS NEEDED	059549	151.23-
		C-912056 CR	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	059549	12.00-
		I-902750-1	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	059550	47.64
		I-905157	28 -5654202	OPERATING SUP OPER. SUPPLIES AS NEEDED	059550	34.32
		I-905179	28 -5654202	OPERATING SUP OPER. SUPPLIES AS NEEDED	059550	299.63
		I-909781	28 -5654202	OPERATING SUP OPER. SUPPLIES AS NEEDED	059550	14.55
		I-909950	28 -5654202	OPERATING SUP OPER. SUPPLIES AS NEEDED	059550	13.98
01-P00560	PUBLIC SERVICE/APP	I-201204043579	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	059461	4,451.16
01-U00020	US CELLULAR	I-201204043568	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	059464	110.40
01-U00100	UNIFIRST HOLDINGS, L.P.	I-824-0866484	28 -5654216	REPAIRS & MAI MOP SERVICE AS NEEDED	059598	50.00
			FUND	28 SE EXPO CENTER	TOTAL:	8,326.53

PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KIM TROUSSEL	I-201204043565	29 -5324207	CLOTHING ALLO KIM TROUSSEL: CLOTHING ALLOWAN	059452	173.50
01-A00033	AT&T					
		I-201204043575	29 -5324315	TELEPHONE UTI PHONE EXP-911 WIRELESS	059454	228.36
		I-201204123592	29 -5324401	CAPITAL OUTLA 911 EQUIP LEASE	059483	2,403.33
01-A00581	AT&T					
		I-201204043571	29 -5324315	TELEPHONE UTI PHONE UTIL-HOST 911 CIRCUIT	059456	781.25
01-A00662	APCO INTERNATIONAL, INC					
	I-ED9833		29 -5324331	EMPLOYEE TRAV 911 TRAINING-EMD	059502	1,018.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201204173595	29 -5324212	FUEL EXPENSE FUEL EXP-GENERAL-911	059529	110.14
01-200084	LANGUAGE LINE SERVICES					
		I-2929897	29 -5324202	OPERATING SUP TRANSLATION SERVICE	059546	10.21
01-F00250	PETTY CASH					
		I-201204123584	29 -5324207	CLOTHING ALLO UNIFORM ALLOWANCE	059490	173.50
01-S00580	AT & T					
		I-201204043570	29 -5324315	TELEPHONE UTI PHONE UTIL-E-911	059463	1,542.29
01-U00020	US CELLULAR					
		I-201204043568	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	059464	27.60
			FUND 29 E-911	TOTAL:		6,468.18

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PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00239	MDSA (MCALESTER DEFENSE					
		1-39-12	30 -5211360	ECONOMIC DEVE STAMPEDE REGISTRATION FEE	059459	250.00
01-P00250	PETTY CASH					
		1-201204123584	30 -5652302	CONSULTANTS TRAIL SYS MEETING SUPPLIES	059490	78.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	328.00

PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AC0770	AUTO PARTS CO					
		I-902143	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	139.49
		I-902168	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	126.14
		I-902172	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	14.43
		I-902230	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	82.15
		I-902256	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	4.30
		I-902524	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	61.39
		I-902612	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	53.51
		I-902755	35 -5862203	REPAIRS & MAI PARTS FOR CEM. MOWER	059505	240.63
		I-902695	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	10.49
		I-902915	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	104.59
		I-902951	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059505	181.35
		I-903148	35 -5862203	REPAIRS & MAI AIR HOSE REEL	059505	300.30
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-192414	35 -5862203	REPAIRS & MAI TIRES & REPAIRS AS NEEDED	059508	30.00
		I-MC-193310	35 -5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	059508	1,313.04
		I-MC-193311	35 -5862203	REPAIRS & MAI TIRES FOR SB SPRAYER	059508	17.48
		I-MC-193349	35 -5862203	REPAIRS & MAI TIRES & REPAIRS AS NEEDED	059508	94.95
01-C00148	CAR BOMZ SALVAGE					
		I-238860	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	059514	45.03
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201204173595	35 -5862212	FUEL EXPENSE FUEL EXP-GENERAL-FLEET MGMT	059529	720.07
01-F00037	FASTENAL					
		I-08MCA104910	35 -5862203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	059531	14.74
01-K00190	YELLOWHOUSE MACHINERY C					
		I-903440	35 -5862203	REPAIRS & MAI PARTS FOR CEM BACKHOE	059542	144.90
		I-903443	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059542	93.51
		I-903444	35 -5862203	REPAIRS & MAI RIM & WHL FOR WWM TRACTOR	059542	691.47
		I-951111	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR W-20	059542	3,130.05
		I-951138	35 -5862203	REPAIRS & MAI FUEL INJ. PUMP W-20	059542	1,172.47
01-N00270	NIX AUTO CENTER, INC.					
		I-22627	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059565	452.50
01-N00271	NIX FORD MERCURY INC.					
		I-133864	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	059566	65.00
		I-133867	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	059566	35.50
		I-69860	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	059566	68.88
01-O00075	O'REILLY AUTO PARTS					
		C-0230-409161 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	11.86-
		C-0230-411410 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	236.24-
		C-0230-413044 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	16.10-
		C-0230-413169 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	104.04-

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PACKET: 08048 CLAIMS FOR 4/24/2012  
VENDOR SET: 01  
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000375	O'REILLY AUTO PARTS		continued			
		C-0230-413186 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	15.17-
		I-0230-411278	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	4.96
		I-0230-411281	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	29.92
		I-0230-411361	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	196.47
		I-0230-411398	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	201.24
		I-0230-411565	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	15.47
		I-0230-411571	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	7.46
		I-0230-411671	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	79.99
		I-0230-412878	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	192.02
		I-0230-412992	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059571	3.96
		I-0230-412993	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	44.09
		I-0230-413005	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	434.64
		I-0230-413005	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	240.15
		I-0230-413038	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	32.99
		I-0230-413041	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	74.42
		I-0230-413152	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	100.14
		I-0230-413183	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	27.90
		I-0230-413538	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	9.99
		I-0230-413921	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059572	9.60
01-300710	STANDARD MACHINE LLC					
		I-225099	35 -5862203	REPAIRS & MAI SPINDLE & HUB ASSY	059591	815.00
01-T00612	TULSA FREIGHTLINER					
		I-623040890	35 -5862203	REPAIRS & MAI PARTS FOR S-54 DUMP TRUCK	059595	564.09
01-U00020	US CELLULAR					
		I-201230403568	35 -5862315	TELEPHONE JTY CELL PHONE EXP-FLEET MAINT	059464	61.61
01-W00072	WARREN CAT					
		I-PS100412786	35 -5862203	REPAIRS & MAI AIR HOSE & ACCES FOR SHOP	059602	143.33
		I-PS100412934	35 -5862203	REPAIRS & MAI PUMP FOR CAT LOADER	059602	1,693.90
		I-PS100413680	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059602	350.64
		I-PS100416439	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059602	248.00
01-W00195	WELDON PARTS INC.					
		I-73674400	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	059604	37.72
01-W00273	BERRY COMPANIES, INC					
		I-07058195	35 -5862203	REPAIRS & MAI TIRES & RIMS FOR BCB/CAT	059606	723.20
01-Z00010	ZEE MEDICAL INC					
		I-0021976666	35 -5862202	OPERATING SUP FIRST AID SUPPLIES	059609	24.90
			FUND 35	FLEET MAINTENANCE	TOTAL:	15,451.12

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PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN	I-7914	36 --5215315	THIRD PARTY A YEARLY FEE FOR WC MGMT	059554	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

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PACKET: 08048 CLAIMS FOR 4/24/2012

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-09-02-14	41 -5975402	WATER TREATME ENG FEES-FILTER & CLR WEL	059567	710.00
				FUND 41 CIP FUND	TOTAL:	710.00
					REPORT GRAND TOTAL:	284,028.58

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE	GROUP BUDGET OVER AVAILABLE
2011-2012	01 -2100	CLEET PAYABLE (COURT)	5,909.64			
	01 -2101	AFIS PAYABLE - COURT	3,261.32			
	01 -2102	FORENSICS PAYABLE (COURT)	3,127.63			
	01 -2103	OBV PAYABLE (COURT)	34.21			
	01 -5101202	OPERATING SUPPLIES	52.45	10,580	860.84	
	01 -5210302	CONSULTANTS/LABOR RELATION	15,784.33	90,000	23,727.83- Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	239.59	5,000	34.57- Y	
	01 -5210400	CONTINGENCY	2,500.00	3,153	653.00	
	01 -5211202	OPERATING SUPPLIES	192.53	6,200	1,225.45	
	01 -5211531	EMPLOYEE TRAVEL & TRAININ	725.56	6,000	1,348.49	
	01 -5212308	CONTRACTED SERVICES	235.50	3,030	2,204.90	
	01 -5212317	ADVERTISING & PRINTING	63.30	3,700	2,014.46	
	01 -5212339	CODIFICATION	1,268.51	8,000	6,731.49	
	01 -5214302	CONSULTANTS	5,577.00	155,200	31,558.63	
	01 -5215312	EQUIPMENT RENTALS	262.10	36,600	4,059.44	
	01 -5215313	ELECTRIC UTILITY	23,456.45	360,000	120,412.81	
	01 -5215314	GAS UTILITY	2,350.10	15,000	8,578.79	
	01 -5215315	TELEPHONE UTILITY	1,836.18	55,000	32,244.79	
	01 -5215317	POSTAGE	521.89	10,000	0.00	
	01 -5215322	LIABILITY INSURANCE/BONDS	242.75	127,000	33,252.36	
	01 -5225212	FUEL EXPENSE	134.91	1,646	425.77	
	01 -5225401	COMPUTER TECHNOLOGY	499.08	44,700	9,763.16	
	01 -5320202	OPERATING EXPENSE	97.44	3,000	1,296.82	
	01 -5320328	INTERNET SERVICE	116.75	1,500	332.50	
	01 -5321202	OPERATING SUPPLIES	284.89	13,500	3,831.42	
	01 -5321212	FUEL EXPENSE	11,072.42	112,700	17,247.44	
	01 -5321306	CONTRACTED SERVICES	350.00	15,000	3,531.99	
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	8.00	7,500	1,639.87	
	01 -5322202	OPERATING SUPPLIES	20.28	3,000	870.65	
	01 -5322212	FUEL EXPENSE	680.21	7,291	1,819.50	
	01 -5324207	CLOTHING ALLOWANCE	91.00	1,000	451.50	
	01 -5431202	OPERATING SUPPLIES	993.99	15,000	2,942.02	
	01 -5431207	CLOTHING ALLOWANCE	212.69	18,500	963.97	
	01 -5431212	FUEL EXPENSE	1,870.59	19,639	3,124.20	
	01 -5431316	REPAIRS & MAINTENANCE	1,199.00	7,500	2,737.13	
	01 -5431329	PROMOTIONAL	272.00	2,000	19.25	
	01 -5431330	DUES & SUBSCRIPTIONS	974.95	10,000	3,098.05	
	01 -5432202	OPERATING SUPPLIES	640.24	19,500	149.52	
	01 -5432203	REPAIR & MAINT SUPPLIES	36.53	7,500	3,455.33	
	01 -5432212	FUEL EXPENSE	1,507.61	18,463	3,491.45	
	01 -5432308	CONTRACTED SERVICES	1,567.17	40,500	12,337.48	
	01 -5432316	REPAIRS & MAINTENANCE	139.20	6,900	3,863.33	
	01 -5432330	DUES & SUBSCRIPTIONS	405.00	1,500	310.00	
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	436.31	5,000	3,620.87	
	01 -5542202	OPERATING SUPPLIES	137.28	5,000	344.05- Y	



\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5542203	REPAIRS & MAINT SUPPLIES	2,500.15	57,600	3,679.37		
01	-5542204	SMALL TOOLS	499.99	2,500	81.64		
01	-5542212	FUEL EXPENSE	2,474.37	38,140	12,133.12		
01	-5542308	CONTRACTED SERVICES	232.21	17,000	5,869.01		
01	-5542328	INTERNET SERVICE	142.60	2,000	589.65		
01	-5542402	OPERATING SUPPLIES	1,702.83	20,300	10,947.38		
01	-5544203	REPAIRS & MAINTENANCE SUPP	122.00	4,500	2,222.38		
01	-5544212	FUEL EXPENSE	222.07	3,264	1,281.47		
01	-5547203	REPAIRS & MAINT SUPPLIES	1,126.36	12,000	3,808.30		
01	-5547212	FUEL EXPENSE	647.03	12,330	1,627.44		
01	-5548203	REPAIRS & MAINTENANCE SUPP	819.71	50,000	413.52		
01	-5548212	FUEL EXPENSE	451.31	6,703	1,462.86		
01	-5548311	PARKING RENTAL	375.00	4,500	0.00		
01	-5548316	REPAIRS & MAINTENANCE	205.92	21,600	5,249.39		
01	-5548317	ELEVATOR REPAIR/MAINTENANC	400.00	5,000	200.00		
01	-5548328	INTERNET SERVICE	75.65	1,000	243.53		
01	-5652212	FUEL EXPENSE	480.68	5,645	2,162.66		
01	-5652317	ADVERTISING & PRINTING	55.60	1,800	1,400.00		
01	-5652330	DUES & SUBSCRIPTIONS	35.00	1,500	831.00		
01	-5652336	FEES	28.00	2,500	1,596.00		
01	-5653212	FUEL EXPENSE	137.47	941	423.40		
01	-5653317	ADVERTISING & PRINTING	122.40	1,400	314.30		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	511.68	2,000	497.40		
01	-5653348	DRUG TESTING/PHYSICALS	585.75	10,000	733.15		
01	-5865202	OPERATING SUPPLIES	254.59	4,000	1,923.34		
01	-5865203	REPAIR & MAINT SUPPLIES	11,994.90	75,000	4,023.58		
01	-5865212	FUEL EXPENSE	4,179.56	27,400	5,442.62- Y		
01	-5865218	STREET REPAIRS & MAINTENAN	5,121.94	264,000	39,934.61		
01	-5865328	INTERNET SERVICE	75.65	1,510	68.70- Y		
01	-5865331	EMPLOYEE TRAVEL & TRAININ	60.00	1,300	729.03		
02	-5216212	FUEL EXPENSE	571.23	11,760	6,351.43		
02	-5216331	TRAVEL & TRAINING	50.00	1,000	950.00		
02	-5267313	ELECTRIC UTILITY	34,135.43	505,000	133,015.67		
02	-5267314	GAS UTILITY	391.80	7,000	2,376.73		
02	-5267315	TELEPHONE UTILITY	3,334.83	50,000	8,508.36		
02	-5267316	WATER UTILITY	25.10	3,300	1,695.90		
02	-5864202	OPERATING SUPPLIES	122.00	3,300	1,865.70		
02	-5864212	FUEL EXPENSE	91.30	14,100	7,586.07		
02	-5864308	CONTRACTED LANDFILL SERVIC	3,646.92	90,000	2,843.86		
02	-5864329	DEQ FEES	171.56	8,500	5,334.00		
02	-5866212	FUEL EXPENSE	1,928.67	23,520	6,651.12		
02	-5871212	FUEL EXPENSE	177.91	3,528	1,770.78		
02	-5871302	CONSULTANTS	4,335.08	88,900	22,525.25		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	1,034.14	3,300	334.75		
02	-5972202	OPERATING SUPPLIES	255.12	2,500	1,455.54		

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
02	-5972212	FUEL EXPENSE	188.66	2,352	392.85				
02	-5973203	REPAIRS & MAINT SUPPLIES	1,516.64	65,030	6,299.79				
02	-5973212	FUEL EXPENSE	1,093.32	10,171	155.38				
02	-5973302	CONSULTANTS (IND. PRETREAT	2,261.45	80,000	37,218.22				
02	-5973304	LAB TESTING	54.47	38,100	10,772.75				
02	-5973316	REPAIRS & MAINTENANCE	636.53	45,000	15,613.17				
02	-5973328	INTERNET SERVICE	62.95	750	183.45				
02	-5974203	REPAIRS & MAINT SUPPLIES	375.96	63,000	112.52				
02	-5974206	CHEMICALS	7,479.23	401,200	73,133.78				
02	-5974212	FUEL EXPENSE	1,026.23	12,344	1,019.68				
02	-5974316	REPAIRS & MAINTENANCE	2,281.49	60,300	59.56				
02	-5974317	ADVERTISING/PRINTING/POSTA	92.25	3,000	717.88				
02	-5974328	INTERNET SERVICE	93.50	660	60.00				
02	-5974329	DEQ FEES	100.00	7,000	6,050.00				
02	-5975211	WATER METERS	11,361.25	35,000	428.37				
02	-5975212	FUEL EXPENSE	4,138.57	47,040	13,854.59				
02	-5975216	STREET REPAIRS & MAINTENAN	600.00	219,850	66,661.32				
02	-5975230	SEWER MAIN REPAIR	1,669.68	36,750	1,451.71				
02	-5975235	WATER MAIN REPAIR	7,631.08	84,750	6,010.00				
02	-5975328	INTERNET SERVICE	51.35	1,500	472.50				
02	-5975331	EMPLOYEE TRAVEL & TRAININ	51.29	2,000	542.99				
02	-5975401	CAPITAL OUTLAY	19,067.11	88,150	726.06				
03	-5876212	FUEL EXPENSE	45.01	2,520	1,199.21				
03	-5876313	ELECTRIC UTILITY	1,041.33	11,770	608.58-	Y			
03	-5876315	TELEPHONE UTILITY	27.60	300	81.43				
05	-5218313	ELECTRIC UTILITY	102.84	1,400	306.88				
08	-5549212	FUEL EXPENSE	1,033.74	9,948	1,994.24				
08	-5549308	CONTRACT SERVICES	559.16	17,000	5,463.82				
08	-5549315	TELEPHONE UTILITY	82.60	2,400	370.82				
09	-5864327	SUB TITLE D EXPENSE	1,102.50	97,700	54,762.00				
11	-5220302	CONSULTANTS	12,037.50	38,020	7,020.00				
28	-5654202	OPERATING SUPPLIES	134.31	5,000	903.00				
28	-5654203	REPAIR & MAINT SUPPLIES	190.78	20,000	2,673.87				
28	-5654212	FUEL EXPENSE	259.00	1,500	249.87-	Y			
28	-5654308	CONTRACT SERVICES	107.55	4,500	2,411.98				
28	-5654313	ELECTRIC UTILITY	4,451.16	65,000	14,368.59				
28	-5654314	GAS UTILITY	2,689.84	20,000	12,761.16				
28	-5654315	TELEPHONE UTILITY	170.40	3,660	1,356.96				
28	-5654316	REPAIRS & MAINTENANCE	193.50	22,000	7,089.76				
29	-5324202	OPERATING SUPPLIES	10.21	5,000	354.79				
29	-5324207	CLOTHING ALLOWANCE	347.00	1,750	761.50				
29	-5324212	FUEL EXPENSE	110.14	1,470	193.80-	Y			
29	-5324315	TELEPHONE UTILITY	2,579.50	45,000	17,815.24				
29	-5324331	EMPLOYEE TRAVEL & TRAININ	1,018.00	10,000	4,405.82				
29	-5324401	CAPITAL OUTLAY	2,403.33	30,714	4,815.28				

\*\* 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 -5211360	ECONOMIC DEVELOP. SERVICES	250.00	199,452	52,541.71		
	30 -5652302	CONSULTANTS	78.00	135,000	68,366.14		
	35 -5662202	OPERATING SUPPLIES	24.90	2,000	53.14		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	14,644.34	376,972	65,526.22		
	35 -5862212	FUEL EXPENSE	720.07	19,381	14,945.33		
	35 -5862315	TELEPHONE UTILITY	61.61	830	287.38		
	36 -5215315	THIRD PARTY ADM FEES	941.66	12,000	300.00		
	41 5975402	WATER TREATMENT PLANT IMPR	710.00	434,641	19,312.00		
** 2011-2012 YEAR TOTALS **			284,028.56				

NO ERRORS

\*\* END OF REPORT \*\*

4/17/2012 10:46 AM

A / P CHECK REGISTER

PAGE: 15

PACKET: 08048 CLAIMS FOR 4/24/2012

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	4/2012	127,234.52CR
02	4/2012	108,536.07CR
03	4/2012	1,113.94CR
05	4/2012	102.84CR
08	4/2012	1,675.70CR
09	4/2012	1,102.50CR
11	4/2012	12,037.50CR
28	4/2012	8,326.53CR
29	4/2012	6,468.18CR
30	4/2012	328.00CR
35	4/2012	15,451.12CR
36	4/2012	941.68CR
41	4/2012	710.00CR
=====		
ALL		284,028.58CR

**RESOLUTION NO . \_\_\_\_\_**

**A RESOLUTION DIRECTING FILING AND NOTIFICATION OF THE PUBLICATION OF BIENNIAL SUPPLEMENTS TO THE McALESTER CITY CODE OF 1972.**

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*

**WHEREAS**, the City of McAlester contracted with the Municipal Code Corporation to prepare biennial supplements to the City of McAlester Code of Ordinances; and

**WHEREAS**, one such supplement has been prepared in compliance with the contract dated November 13, 1972; and

**WHEREAS**, the City is required to publish biennial supplements to its permanent volume of compiled penal ordinances and to deposit a copy of the supplements with the County Law Library pursuant to Sections 14-109 and 14-110 of Title 11 of the Oklahoma Statutes; and

**WHEREAS**, the City is required to adopt a Resolution notifying the public of the publication of biennial supplements pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the Resolution in the Office of the County Clerk.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McALESTER:**

**THAT** the public is hereby notified of the publication of this biennial supplement to the McAlester City Code of 1972 and that copies of the supplement are available for review in the Office of the City Clerk; and

**THAT** the City Clerk shall cause to be filed one copy of this Resolution with the Office of the County Clerk of Pittsburg County; and

**THAT** the City Clerk shall cause to be filed one copy of this Resolution and one copy of the supplement to the McAlester City Code with the Law Library of Pittsburg County; and

**THAT** the City Clerk shall keep at least three (3) copies of the McAlester City Code of 1972 as updated by the supplements in the Office of the City Clerk for public use, inspection and examination.

**ADOPTED** this 20th day of April, 2012, by the Mayor and City Council of the City of McAlester.

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cora Middleton, City Clerk**

## Service Solution

**Customer: MCALESTER CITY HALL**  
Date: 29-MAR-11  
Proposal #:85508  
Term:01-APR-11 to 30-MAR-16

**SimplexGrinnell**  
Sales Representative: SAUNDRA J COOK  
6111 NEW SAPULPA RD  
TULSA, OK 74131-2648  
socook@simplexgrinnell.com

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**Billing Customer:**  
MCALESTER CITY HALL  
28 E WASHINGTON AVE  
P O Box 578  
MCALESTER, OK 74501-0578

**Service Location:**  
MCALESTER CITY HALL  
28 E WASHINGTON AVE  
P O Box 578  
MCALESTER, OK 74501-0578

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### INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
<b>Recurring Annual Investment</b>			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			\$4,118.00
SIMPLEX PROG 4010 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	105	Annual	
Heat Detector Restorable	9	Annual	
Pull Station	7	Annual	
Audio-Visual Unit Addressable	35	Annual	
Elevator Recall	1	Annual	
<b>Total Recurring Annual Investment:</b>			<b>\$4,118.00</b>

*Excludes applicable Sales Tax  
Service Solution Valid for 45 Days*

## STATE CONTRACT SW403

## **SUMMARY OF SERVICES**

### **Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)**

#### **FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:**

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

#### **TEST AND INSPECTION OVERVIEW:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### **DOCUMENTATION:**

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
  - Test results and applicable voltage readings
  - Any discrepancies found noted (individually and on a separate summary page)
- Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

### **24/7 Service**

24-hour/7-day Service (Provided 24 hours a day, 7 days a week, including holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Emergency service will be provided within 24 hours of notification unless a different response time has been outlined in the agreement. This service is not provided as a standard entitlement and is only provided at an additional cost.

#### **SERVICE COVERAGE:**

Silver Service Plan - Labor charged at standard service rates up to and including overtime

Gold Parts Service Plan - Panel Parts included. Labor charged at standard service rates up to and including overtime

Gold Labor Service Plan - Panel Labor included. Parts not included

Gold Parts/Labor Service Plan - Parts and Labor included on Panel only

Platinum Service Plan - Parts and Labor Included on covered system



## Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **MCALESTER CITY HALL** and is effective **01-APR-11 to 30-MAR-16** (the "Initial Term").

**PAYMENT TERM:** Annual In Advance

**PAYMENT AMOUNT:** \$4,118.00 - Proposal #:85508

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer:

Signature: [Signature]

Print Name: Bern Biddle

Title: Mayor

Phone#: 918-422-9200

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

PO#: \_\_\_\_\_

Date: 5/12/11

SimplexGrinnell:

Signature: SAUNDRA J COOK Sonic

Phone #: 918-281-3143

Fax #: 918-582-1020

License #: (If Applicable) 11111

Authorized Signature: Saundra Cook (Sonic)

Print Name: Saundra Cook

Title: Sales

Date: 4-27-2011



## Z-Bird Vending Agreement/Contract for Full Service Vending

Z-Bird Offices: 104 E. Choctaw, McAlester, OK 74501 - 918-426-6148 - Fax: 918-423-9496  
Service Tech - Cell 918-424-2299 - Warehouse 918-423-2199

#5  
COPY

Company Name: MCALISTER CITY HALL Attn: CORA MIDDLETON  
Phone 918 423 9300 Mailing Address \_\_\_\_\_  
Physical Address: 28 E. WASHINGTON City MCALISTER Zip 74501  
Date: 4/5/2009

Z-Bird Vending agrees to furnish as needed: snack machines, soft drink machines, a sandwich machine, and microwave. An official from your company and a Z-Bird Vending official will decide an agreement of placement and number of machines,

Nationally advertised products will be placed in the various vending machines.

Office coffee machines are available providing all coffee product purchases are made from Z-Bird.

Vending sales of \$100.00 per month or more are required for a commission to be paid. The following commission rates will be paid the 20th of each month based on vending sales of the previous month.

10% on all 12 oz canned soft drinks----- w/ .75 vend price or: 65¢ & no commission.

\_\_\_\_\_ on all 20 oz soft drinks & Water----- w/ 1.25 vend price

\_\_\_\_\_ on Juice drinks----- w/ 1.25 vend price

10% on all snack products----- w/variable priced vends (starting @ .65 & Up)

0% on food & sandwich machines --- (machines are a courtesy item due to waste) - w/ varied vend pricing

Snack & food product vend pricing may vary due to packaging manufacturer and seasonal changes.

Machines will be serviced as needed to keep the products rotated and fresh. Z-Bird Vending will provide service and maintenance of said machines. Our Service Tech Mgr. is Connie Nelson (cell 918-424-2299)

Your company agrees to give Z-Bird Vending exclusive rights to your vending business at this specified location.

We would ask a consideration of a (3) year contract and an opportunity to bid on any future vending at other locations. Contract will automatically renew or be revised with a notice by an official of your company.

Should your company become dissatisfied with service for any reason, Z-Bird Vending must be given (30) days to correct the problem before a written notice is given by your company to void this contract.

Upon such written notice, Z-Bird will be given a reasonable amount of time to remove their equipment.

(Official of Z-Bird Vending) [Signature] Date 4/5/11

(Official of Your Company) [Signature] Date 4/26/11

Z-Bird Venders -Delivery Promised: Day \_\_\_\_\_ / \_\_\_\_\_ / 2009

VENDO

Drink Vender

Drink Vender

Snack Vender

Food/Snack Vender

Vender # <u>A550</u>	Vender # _____	Vender # <u>A550</u>	Vender # _____
Model # <u>280210001</u>	Model # _____	Model # <u>1581</u>	Model # _____
Serial # <u>280910</u>	Serial # _____	Serial # <u>15806632</u>	Serial # _____



P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • [www.cityofmcalester.com](http://www.cityofmcalester.com)

May 5, 2011

Z-Bird Vending  
Attn: Connie Nelson  
104 E. Choctaw  
McAlester, OK 74501

Re: Vending contract

Dear Mr. Nelson,

Enclosed is an executed copy of the Contract between the City of McAlester and Z-Bird Vending for full service vending. The City of McAlester has opted to take the option to not receive commission on the 12oz. soft drinks so the price of the soft drinks will remain at .65¢ per can.

Thank you for your interest in serving the City of McAlester and we look forward in working with you in the coming year.

Sincerely,

Cora Middleton, CMC  
City Clerk

Enclosures



**CITY OF MCALESTER**  
**LEASE AND CONTRACT**

This agreement, entered into this 13<sup>th</sup> day of April, 2009, by and between the CITY OF MCALESTER, OKLAHOMA, a municipal Corporation, PARTY OF THE FIRST PART, AND RONALD W. POLK and BILLY JO POLK, Rt. 1, Box 101 B, McAlester, OK 74501, PARTIES OF THE SECOND PART. The terms and conditions of which are as follows to-wit:

- (1) That the Party of the First part, in consideration of the rental and covenants herein specified, does hereby lease and let unto the Party of the Second Part the following described real estate situated in Pittsburg County, Oklahoma to-wit:

That tract of land laying North of Lake McAlester in the Southeast Quarter of the Northeast Quarter of Section 31, Township 7 North, Range 14 East, Pittsburg County, Oklahoma and laying South and abutting Lessee's property on the South in said Section, containing approximately 3.0 acres more or less.

- (2) It is further agreed by and between the parties that the term of this lease shall be for a period of ten (10) years from the date of the execution of this agreement, with said Lease being renewed by the mutual consent of the parties bi-annually, and subject to the provisions hereinafter contained for prior termination of this agreement.
- (3) It is further agreed that the Party of the Second Part shall be responsible to construct and maintain fencing of the leased land which is of a design normally associated with livestock production and acceptable to the lessor.
- (4) It is mutually understood and agreed that the lands herein leased shall not be used for livestock grazing or other commercial for profit use.
- (5) It is also agreed that no structure, other than fencing, shall be constructed on the leased land without the permission of the Party of the First Part.
- (6) The Party of the Second Part will not sell or take any sand, gravel, soil or minerals of any kind and will not in any way commit waste on said premises.
- (7) It is further agreed by both parties that this lease may be terminated by either party within (30) days upon written notice of intent. Party

of the Second Part will be allowed and required to remove any personal property so designated by the Party of the First Part.

- (8) The Party of the Second party agrees to pay the Party of the First Part the sum of \$4.88 per acre, payable each year in advance, the first payment to be made upon execution of this contract, and an annual payment on the \_\_\_ day of \_\_\_\_\_, for each succeeding year of this Lease.
- (9) It is further understood and agreed that during the term of this lease, said premises shall be under exclusive jurisdiction of the Party of the Second Part. The Party of the Second Part will indemnify and hold harmless the Party of the First Part from any and all claims, liens, demands and lawsuits by reason of the use of said premises and in the event that any suit is brought naming Party of the First Part as a party defendant by reason of injury or damage to any person or property that the Party of the Second Part will pay all expenses, including attorney's fees, together with all damages incurred by Party of the First Part.
- (10) It is further agreed that violation of any of the conditions and covenants herein contained by Party of the Second Party shall entitle the Party of the First Part to re-enter said lands and take the immediate, quiet and peaceable possession thereof and will entitle the Party of the First Part to terminate this lease.

CITY OF MCALESTER

By: 

MAYOR,

Party of the First Part


ATTEST:



  
RONALD W. POLK, and

ATTEST:

\_\_\_\_\_

  
BILLY JOE POLK,  
Parties of the Second Part



## LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the 1<sup>st</sup> day of February, 2003, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **CITY OF MCALESTER**, an Oklahoma corporation, whose address is P.O. Box 578, McAlester, Oklahoma 74502 ("Lessee").

### IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at McAlester, Oklahoma, shown on the print dated November 20, 2002, marked **Exhibit "A"**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for public parking facility and purposes incidental thereto, only, and for no other purpose.

#### Article II. TERM.

The term of this Lease is for twenty (20) years beginning on February 1, 2003, and expiring on January 31, 2023, unless sooner terminated as provided in this Lease.

#### Article III. RENT.

A. Lessee shall pay to Lessor advance fixed rent of **Thirty Three Thousand Six Hundred And 00/100 Dollars (\$33,600.00)** for the term. Payment of the advance fixed rent shall be made before the commencement date of the term.

B. If Lessor terminates this Lease for any reason other than Lessee's default, or if this Lease is terminated under Section 19 of Exhibit B, then Lessor shall refund to Lessee the portion of the advance fixed rent attributable to the period between effective date and of the termination and the expiration date specified in Article II. The refund shall be calculated on a pro rata basis using a 360-day year. No refund of advance fixed rent shall be made except as specifically provided in this Article III.B. **The fixed rent for the entire term shall be deemed earned by Lessor upon execution of this Lease by both parties.**

#### Article IV. SPECIAL PROVISION – FENCE/BARRICADE

Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit A.

#### Article V. SPECIAL PROVISION -- INSURANCE

A. At all times during the term of this Lease, Lessee shall, at Lessee's sole cost and expense, procure and maintain the following insurance coverage:

General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least One Million Dollars (\$1,000,000.00). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, severability of interests, and name Lessor as an additional insured. If coverage is purchased on a 'claims-made' basis, it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked if insurance covering the time period of this Agreement is canceled.

B. Lessee shall furnish Lessor with certificate(s) of insurance, identifying Folder No. 01322-52, evidencing the required coverage and, upon request, a certified duplicate original of the policy. The insurance company issuing the policy shall notify Lessor, in writing, of any material alteration including any change in the retroactive date in any 'claims-made' policies or substantial reduction of aggregate limits, or cancellation at least thirty (30) days prior thereto. The insurance policy shall be written by a reputable insurance company or companies acceptable to Lessor or with a current Best's Insurance Guide Rating of B and Class VII or better, and which is authorized to transact business in the state where the Premises are located.

C. Lessee hereby waives its right of subrogation under the above insurance policy against Lessor for payment made to or on behalf of employees of Lessee or its agents or for loss of its owned or leased property or property under its care, custody and control while on or near the Premises or any other property of Lessor. Lessee's insurance shall be primary with respect to any insurance carried by Lessor.

#### Article VI. SPECIAL PROVISION -- CANCELLATION

Effective upon commencement of the term of this Lease, the Lease dated February 1, 1990, identified as Audit No. KT29304 (the 'Prior Lease'), together with any and all supplements and amendments, is canceled and superseded by this Lease, except for any rights, obligations or liabilities arising under the Prior Lease before cancellation, including any consent to conditional assignment, chattel agreement, or consent to sublease. The security deposit provision or rental payment, if any, contained in the Prior Lease, will survive the cancellation of the Prior Lease and be made a part of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

LESSOR:

LESSEE:

UNION PACIFIC RAILROAD COMPANY

CITY OF MCALESTER

By:

Mary B. Collins  
Director- Real Estate

By:

Rick Cunningham  
Title: Mayor

MARGINAL NOTES: Supersedes audit number KT29304 dated February 1, 1990





## EXHIBIT B

### Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

### Section 2. RESERVATIONS AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

### Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

### Section 4. TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, all Property Taxes on the Premises and on all personal property and improvements on the Premises. Lessee shall reimburse Lessor within thirty (30) days of rendition of Lessor's bill for any Property Taxes paid by Lessor, whether paid separately, as a part of the levy on other real property of Lessor, or as a part of the central or unit assessment of Lessor's property. For purposes of this Lease, "Property Taxes" means all governmental charges and levies (including, without limitation, real estate and personal property taxes, special assessments and other charges for public improvements or services, and impact fees, but not including income taxes) as may during the term of this Lease be levied upon, assessed against or imposed upon, or become due and payable with respect to, the Premises or the rents payable under this Lease.

### Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

### Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee

fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

## Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee

shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

#### Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

#### Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

#### Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

#### Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

#### Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor,

Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

### Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Lessee acknowledges that Lessor's possible future needs for the Premises in connection with Lessor's transportation operations are paramount. Accordingly, if at any time Lessor, in its sole and absolute discretion, determines that the Premises or any portion thereof are necessary or desirable for use in connection with Lessor's transportation operations, or that Lessee's use of the Premises should be terminated due to safety considerations associated with Lessor's transportation operations, Lessor may terminate this Lease upon thirty (30) days notice to Lessee or, in emergency situations, upon such shorter notice as is reasonable in the circumstances.

C. After payment of the advance fixed rent to Lessor, Lessee may terminate this Lease without cause upon thirty (30) days notice to Lessor.

### Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 A. above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

### Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and

Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover Lessee at will until such removal and restoration is completed.

#### Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

#### Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: Assistant Vice President - Real Estate, Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

#### Section 18. ASSIGNMENT.

A. Lessee may sublease the Premises or assign this Lease, by operation of law or otherwise, only if Lessee provides Lessor with advance notice of the assignment or sublease and the sublessee's or assignee's written agreement for the benefit of Lessor to be bound by the terms of this Lease. No subletting or assignment shall relieve Lessee of its obligations under this Lease. Any assignment or sublease by Lessee in violation of this Paragraph A shall be void and ineffective and shall, at the option of Lessor, result in an immediate termination of this Lease.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

#### Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

#### Section 20. ATTORNEYS' FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorneys' fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. KT29304 and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease. This Lease may be amended only by a written instrument signed by Lessor and Lessee.

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COPY

LEASE AGREEMENT

This Lease, made this 28<sup>th</sup> day of September 2004, by and between  
**McALESTER SCOTTISH RITE BUILDING COMPANY**, a Corporation Lessor, and the  
**CITY OF McALESTER**, a Municipal Corporation, Less, **WITNESSETH**:

That said Lessor, in consideration of the covenants and agreements hereinafter set forth, does by these presents demise, lease and let unto the Lessee the following described property, situated in Pittsburg County, State of Oklahoma, to-wit:

Lot 5, Block 271, in the City of  
McAlester, formerly South McAlester

1. The Lessee shall pay to the Lessor the sum of Three Hundred Seventy-Five and No/100 (\$375.00) per month, said payment to become due and payable on the 10<sup>th</sup> day of each month.
2. This **AGREEMENT** shall remain in force and effect until terminated by either party. The party terminating this **AGREEMENT** shall give notice of intent to terminate, in writing, within thirty (30) days of termination.
3. Lessee shall maintain the existing asphalt surface upon said property and shall further maintain the same in a clean and orderly condition.
4. Lessee shall hold Lessor harmless from any claim by any person using said premises by reason of any asserted failure to maintain said premises in a safe condition, or any other alleged negligent failure of the performance of any delegated duties hereunder.
5. Upon failure of the Lessee to perform the above conditions and covenants, the right of the Lessee in said Lease shall terminate and the Lessor shall have the right to re-enter and take possession of said premises.
6. The covenants and agreements of this Lease shall extend to and be binding on the successors and assigns of the parties hereto.

**WITNESS** our hands and seals the date first above written.

**McALESTER SCOTTISH RITE  
BUILDING COMPANY**

By Donald G. Jones

**ATTEST:**

\_\_\_\_\_

**City of McAlester  
A Municipal Corporation**

By Dale Covington  
**Dale Covington, Mayor**

**ATTEST:**

Bobbie Lanz  
**Bobbie Lanz, City Clerk**



LEASE AND CONTRACT

THIS AGREEMENT, entered into this 11<sup>th</sup> day of December, 1979,  
by and between the City of McAlester, Oklahoma, a Municipal Corporation, PARTY OF  
THE FIRST PART, and the McAlester Boys' Club, Inc., a non-profit corporation,  
Pittsburg County, Oklahoma, PARTY OF SECOND PART, the terms and conditions of  
which are as follows, to-wit:

(1) That the party of the first part, for and in consideration of the sum of  
One Dollar (\$1.00) and other good and valuable consideration and in consideration  
of the covenants and agreements hereinafter contained, does hereby demise, lease  
and let unto the party of the second part the following described real estate  
situated in Pittsburg County, Oklahoma, to-wit:

Lots 1, 2, 7, 8 of Block 488, City  
of McAlester, formerly South  
McAlester,

(2) It is further agreed by and between the parties that the term of this  
lease shall be for a period of ninety-nine (99) years from the date of the  
execution of this agreement, subject to the provisions hereinafter contained for  
prior termination of this agreement.

(3) It is mutually understood and agreed that the lands herein leased shall  
be used for construction of a new Boys' Club building by the lessee which shall  
be operated by the McAlester Boys' Club without profit and it is further agreed  
that if for a period of twelve (12) months, or longer, said party of the second  
part fails to keep said premises open to the public or uses the facilities for  
other than the stated purposes that this lease shall be at an end and void.

(4) It is further understood and agreed that during the term of this lease  
said premises shall be under the exclusive jurisdiction of the party of the second  
part and that party of the second part will indemnify and hold harmless the party  
of the first part from any and all claims, liens, demands, and law suits by reason  
of the use of said premises and in the event that any suit is brought naming party  
of the first part as a party defendant by reason of injury or damage to any person  
or property that the party of the second part will pay all expenses, including  
attorney's fees, together with all damages incurred by party of the first part.

(5) It is further understood and agreed that this lease and contract may not  
be assigned without the prior written approval of the party of the first part.



(6) It is further agreed that the maintenance of any equipment or improvements located on said premises and of the land herein leased shall be the sole responsibility of the party of the second part and that the party of the second part will keep said premises clean and mowed at all times and will maintain said premises in a clean and acceptable manner.

(7) It is further agreed and understood that the second party shall carry liability insurance with a reputable company with the first party named as insured therein, in a sum established by the first party as the amount normally insured in similar leases and/or city improvements.

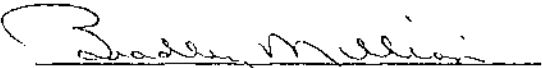
(8) It is further agreed and understood that the second party shall within five (5) years begin and seven (7) years substantially complete construction of the new Boys' Club building.

(9) It is mutually agreed and understood that this lease agreement shall be contingent upon the first party's relocation of the City County Health Department which is currently located on subject land and secure the written consent from the Department of Housing and Urban Development and, further, that if said events do not occur, this lease shall become null and void.

(10) It is further agreed that the violation of any of the conditions and covenants herein contained by party of the second part shall, except as herein above indicated, entitle the party of the first part to re-enter said lands and take the quiet and peaceable possession thereof and will entitle party of the first part to terminate this lease without additional compensation to second party.


CITY OF McALESTER

By:

  
Mayor

PARTY OF THE FIRST PART

ATTEST:

  
City Clerk

McALESTER BOYS' CLUB, INC.

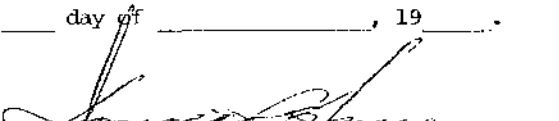
By:



PARTY OF THE SECOND PART

ATTEST:

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

  
Donald R. Hackler, City Attorney

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## LEASE PROFILE

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NAME:

SUBTITLE:

ADDRESS: Welch State Bank  
Welch State Bank

LOAN TYPE: MUNICIPAL Welch State Bank

CALL REPORT CODE 070 PURPOSE CODE 27 COLLATERAL CODE 031 GRADE 3

<b>NOTE NUMBER</b>	Welch State Bank	TAX ID	
DATE OF LEASE	Welch State Bank	CIF	
EQUIPMENT COST	\$Welch State Bank	FIRST PAYMENT	
DOWN PAYMENT	\$	MATURITY	Welch State Bank
LOAN FEE	\$ 100.00	LEASE TERM	Welch State Bank
FILING FEE	\$ 0.00	RATE/APY	
POSTAGE FEE	\$ 0.00	TAX EQUIVALENT	
TOTAL NOTE	\$	SELLER	Welch State Bank
PAYMENT AMOUNT	Welch State Bank	PAYMENT FREQUENCY	Welch State Bank
		Phone Number	

COLLATERAL: Welch State Bank

LOCATION OF COLLATERAL: Welch State Bank

USE OF EQUIPMENT:

	CHECK LIST	COMPLETED
Lease Agreement		
Equipment Lease Schedule		
Acceptance Certificate		
Insurance		
Invoice		
Minutes		
Amortization Schedule		
Opinion of Counsel		
Qualified Tax Exempt Certificate		
UCC-1		
8038GC or G		
Tax ID Card		
Payment Book/Notice		
Assignment Acknowledgement		
Assignment		
Loan Analysis		

LOAN OFFICER:

COMMENTS:

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**EQUIPMENT LEASE-PURCHASE AGREEMENT**

**By and between**

**Welch State Bank  
as Lessor**

**and**

**City of McAlester  
as Lessee**

**Dated as of April 15th, 2009**

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## **EQUIPMENT LEASE-PURCHASE AGREEMENT**

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of April 15th, 2009, and entered into between Welch State Bank, PO Box 129, Welch, OK, 74369 ("Lessor") and City of McAlester, PO Box 578, McAlester, OK, 74501 ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Oklahoma ("State").

### **WITNESSETH:**

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of Oklahoma to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

**ARTICLE I. Section 1.01. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Oklahoma.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

**ARTICLE II. Section 2.01. Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Oklahoma Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.

- (b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.
- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.
- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

**Section 2.02. Certification as to Arbitrage.** Lessee hereby represents as follows:

- (a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

**ARTICLE III. Section 3.01. Lease of Equipment.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

**Section 3.02. Continuation of Lease Term.** It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder.

**Section 3.03. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

**ARTICLE IV. Section 4.01. Rental Payments.** Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment not paid within 30 days of the due date thereof shall be subject to a late payment charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than Ten Dollars (\$10.00). A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

**Section 4.02. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

**ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment.** Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

**Section 5.02. Enjoyment of Equipment.** Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 5.03. Location; Inspection.** Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04. Use and Maintenance of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

**ARTICLE VI. Section 6.01. Title to the Equipment.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and Lessee shall execute and deliver to



Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

**Section 6.02. Security Interest.** To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

**Section 6.03. Personal Property.** The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.**

Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.

**Section 7.02. Insurance.** At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.

**Section 7.03. Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation.** If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining

after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**Section 8.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

**ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTURER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

**Section 9.02. Vendors' Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

**ARTICLE X. Section 10.01. Purchase Option.** Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.

- (a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

**ARTICLE XI. Section 11.01. Assignment by Lessor.** Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to

protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

**Section 11.02. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

**ARTICLE XII. Section 12.01. Events of Default Defined.** Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and

(b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept

and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.

(c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; (v) the applicable Purchase Price of the Equipment and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

**Section 12.03. Return of Equipment; Release of Lessee's Interest.** Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

**Section 12.04. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

**Section 12.05. Force Majeure.** If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**ARTICLE XIII. Section 13.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02. Release and Indemnification.** To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation,

loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

**Section 13.03. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

**Section 13.04. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.05. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.06. Amendments, Changes and Modifications.** This Agreement may be amended by Lessor and Lessee.

**Section 13.07. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.08. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 13.09. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

**LESSOR**

**Welch State Bank**

By: \_\_\_\_\_

Print Name: Sherri Mount

Title: Vice President

**LESSEE**

**City of McAlester**

By:  \_\_\_\_\_

Print Name: Kevin Priddle

Title: Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_

Print Name: Kelli Langley

Title: Loan Documentation



By: *Cora Middleton*

Print Name: Cora Middleton

Title: Secretary Clerk

**EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

Dated April 15th, 2009 Between Welch State Bank as Lessor and City of McAlester as Lessee.

**DESCRIPTION OF EQUIPMENT**

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

<u>Qty.</u>	<u>Description</u>
1	John Deere 410J Backhoe SN#: T0410JX175378

Together with all accessions, additions and attachments thereto.

The Equipment is located at: Keystone Equipment Co.

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

**STATEMENT OF ESSENTIAL USE**

Please state below, or on the letterhead stationary of City of McAlester, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

City of McAlester

By: 

Kevin Priddle

Title: Mayor

**EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT**  
**Dated April 15th, 2009 Between Welch State Bank as Lessor and City of McAlester as Lessec.**  
**RENTAL PAYMENT SCHEDULE**

Rate: 3.94%

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Equipment: \$83,900.00 + Doc Fee: \$200.00 = \$84,100.00

	Date	Payment	Interest	Principal	Balance
Loan	04/13/2009				84,100.00
2009 Totals		0.00	0.00	0.00	
1	04/13/2010	18,864.82	3,320.48	15,544.34	68,555.66
2010 Totals		18,864.82	3,320.48	15,544.34	
2	04/13/2011	18,864.82	2,706.75	16,158.07	52,397.59
2011 Totals		18,864.82	2,706.75	16,158.07	
3	04/13/2012	18,864.82	2,074.46	16,790.36	35,607.23
2012 Totals		18,864.82	2,074.46	16,790.36	
4	04/13/2013	18,864.82	1,405.87	17,458.95	18,148.28
2013 Totals		18,864.82	1,405.87	17,458.95	
5	04/13/2014	18,864.82	716.54	18,148.28	0.00
2014 Totals		18,864.82	716.54	18,148.28	
Grand Totals		94,324.10	10,224.10	84,100.00	

City of McAlester

By: 

Kevin Priddle

Title: Mayor



**EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT**  
**ACCEPTANCE CERTIFICATE**

**Welch State Bank**  
**PO Box 129**  
**Welch, OK 74369**

Re: Equipment Lease-Purchase Agreement, dated April 15th, 2009 (the "Agreement") between Welch State Bank ("Lessor") and City of McAlester ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: 4/27/09

Equipment Description: John Deere 410L Backhoe SN#: T0410JX175378

City of McAlester

By: 

Title: Mayor

**EXHIBIT D TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**OPINION OF COUNSEL**

(On Counsel's Letterhead)

Welch State Bank  
PO Box 129  
Welch, OK 74369

As counsel for the City of McAlester ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated April 13th, 2009, by and between Lessee and Welch State Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that: Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: 

Printed Name: William J. Ervin, Jr.

Address: P.O. Box 1449

Telephone: (918) 423-4242

Date: 4/28/2009

**EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated April 15th, 2009 Between Welch State Bank as Lessor and City of McAlester as Lessee.**

**CERTIFICATE OF CLERK OR SECRETARY OF LESSEE**

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of McAlester and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

July 1, 2008 to June 30, 2009

Dated: 04/27/09

By: Cora Middleton  
Title: Secretary/Clerk of Lessee

**EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated April 15th, 2009 Between Welch State Bank as Lessor and City of McAlester as Lessee.**

**RESOLUTION OF GOVERNING BODY**

At a duly called meeting of the governing body of the City of McAlester (the "Lessee") held on March 10th, 2009, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of John Deere 410J Backhoe (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with Welch State Bank as Lessor and City of McAlester as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from Welch State Bank dated , presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

\_\_\_\_\_  
RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

Kevin Priddle, Mayor

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2009 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

\_\_\_\_\_  
Secretary/Clerk of Lessee

Attachments: Related Board Minutes

**EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

Dated April 15th, 2009 Between Welch State Bank as Lessor and City of McAlester as Lessee.

**INSURANCE REQUIREMENTS**

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

Equipment Description: John Deere 410J Backhoe SN#: T0410JX175378

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$300,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

**EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

Dated April 15th, 2009 Between Welch State Bank as Lessor and City of McAlester as Lessee.

**CERTIFICATE OF BANK ELIGIBILITY**

This Certificate of Bank Eligibility is entered into and executed by the City of McAlester as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2009 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of McAlester

By: 

Kevin Priddle

Title: Mayor

### INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: Accounts Payable

Name of Lessee: City of McAlester

Street/P.O. Box PO Box 578

City, State, Zip McAlester, OK 74501

Equipment Lease-Purchase Agreement between Welch State Bank as Lessor and City of McAlester as Lessee dated April 15th, 2009

Equipment Description: John Deere 410J Backhoe

Purchase Order or other information that must be on the invoice:

Purchase Order number

Name and phone number of person to contact if payment is not received by due date:

Name: Therese Alessi

Phone Number 918 423-9300 x 4960

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Kevin Priddle, Mayor</b>	
	Business name, if different from above <b>City of McAlester</b>	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <b>Municipality</b> <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) <b>PO Box 578</b>	
	City, state, and ZIP code <b>McAlester, OK 74502</b>	
List account number(s) here (optional)		
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
7	3	6	0	0	5	3	1	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person

Date

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

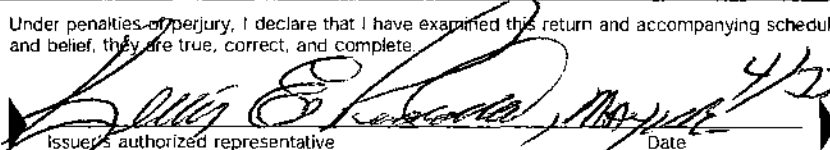
You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <b>City of McAlester, Utilities Dept.</b>		2 Issuer's employer identification number <b>73 6005314</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>PO Box 578</b>		Room/suite	
4 City, town, or post office, state, and ZIP code <b>McAlester, OK 74502</b>		5 Report number <b>5</b>	
6 Name and title of officer or legal representative whom the IRS may call for more information <b>Kevin Priddle, Mayor</b>		7 Telephone number of officer or legal representative <b>( 918 ) 423-9300</b>	
<b>Part II Description of Obligations</b> Check if reporting: a single issue <input type="checkbox"/> or on a consolidated basis <input type="checkbox"/>			
8a Issue price of obligation(s) (see instructions) . . . . .		8a	<b>\$84,100.00</b>
b Issue date (single issue) or calendar year (consolidated) (see instructions) ► . . . . .			
9 Amount of the reported obligation(s) on line 8a:		9a	
a Used to refund prior issue(s) . . . . .		9b	
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank) . . . . .			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . . .			<input type="checkbox"/>
11 If any obligation is in the form of a lease or installment sale, check this box . . . . .			<input type="checkbox"/>
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box . . . . .			<input type="checkbox"/>
<b>Sign Here</b>  Issuer's authorized representative		Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Date <b>4/22/01</b> <b>Kevin Priddle, Mayor</b> Type or print name and title	

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file **Form 8038-G**, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

**Filing a consolidated return.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**When To File**

To file a **separate return**, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

**Where To File**

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

**Other Forms That May Be Required**

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T**, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038**, Information Return for Tax-Exempt Private Activity Bond Issues.

**Rounding to Whole Dollars**

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

**Definitions**

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and

• More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

**Line 5.** After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

## Part II—Description of Obligations

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

**Lines 9a and 9b.** For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 11.** Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

**Line 12.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send the form to this address. Instead, see Where To File on page 1.



LEASE AND AGREEMENT

COPY

THIS AGREEMENT, entered into this 20th day of February, 2001, by and between the Pittsburg County Commissioner, COUNTY and the City of McAlester, Oklahoma, a Municipal Corporation, CITY, the terms and conditions of which are as follows, to wit:

1. That the COUNTY, for consideration of the sum of One Dollar and other good and valuable considerations and in consideration of the covenants and agreements hereinafter contained, does hereby demise, lease and let unto the CITY the following described real estate situated in Pittsburg County, Oklahoma:

A tract, piece, or parcel of land in Section 33 and Section 34, T6N, R14E, Pittsburg County, State of Oklahoma, more particularly described as follows:

The east 900 feet of north 540 feet of the south 1225 feet of said Section 33 and the west 500 feet of north, 1100 feet of south 1400 feet of said Section 34, less U.S. 270 Highway right-of-way, and the east 2145 feet of west 2645 feet of south 1400 feet of said Section 34, less U.S. 270 Highway right-of-way and the north 1200 feet of south 1400 feet of east 2835 feet of west 4680 feet of said Section 34 less U.S. 270 Highway right-of-way.

Including all buildings, contents, personal property, parking and other improvements.

2. It is further agreed by and between the parties that the term of this lease shall be for a period of thirty (30) years from the date of the execution of this agreement.
3. It is mutually understood and agreed that the land, structures and improvements herein leased shall be used for community service, economic development and related activities operated by the CITY.
4. It is further understood and agreed that during the term of this lease said premises shall be under the exclusive jurisdiction of the CITY and the CITY will indemnify and hold harmless the COUNTY from any claims, liens, demands, and lawsuits by reason of the use of said premises. The CITY shall provide proof of liability insurance in the amount currently provided in the Government Torts Claim Act.
5. The CITY will provide building and content insurance as presently provided on other properties owned by the city.
6. It is also agreed that the maintenance of the buildings, grounds, parking and all the leased land shall be the responsibility of this city. It is further agreed that the CITY shall arrange for and pay all utility costs related to land and improvements within the boundaries of the lease starting the first of the month following the execution of this agreement.
7. The Pittsburg County Regional Exposition Authority has previously scheduled events at the Expo Building prior to the CITY. The CITY agrees to honor such obligations when possible.
8. The CITY and the COUNTY also agree that the previously scheduled events contained within Exhibit "A" attached hereto shall be honored. ADOPTED and APPROVED by the Pittsburg County Commissioner on this 20th day of February, 2001.



Attest:  
Debbie Burch  
County Clerk

Pittsburg County Commissioner  
County

By Dene Rogers  
Chairman

ADOPTED and APPROVED by the City Council of the City of McAlester, Oklahoma this 27th day of February, 2001.

City of McAlester, Oklahoma

Dale Covington  
Dale Covington, Mayor

(SEAL)

ATTEST:

Debbie Lantz  
Bobbie Lantz, City Clerk

A tract, piece, or parcel of land in Section 33 and Section 34, T6N, R14E, Pittsburg County, State of Oklahoma, more particularly described as follows:

The east 900 feet of north 640 feet of the south 1225 feet of said Section 33 and the west 500 feet of north 1,100 feet of south 1,400 feet of said Section 34, less U.S. 270 Highway Right-of-Way, and the east 2,145 feet of west 2,645 feet of south 1,400 feet of said Section 34, less U.S. 270 Highway Right-of-Way and the north 1,200 feet of south 1,400 feet of east 2,035 feet of west 4,680 feet of said Section 34 less U.S. 270 Highway Right-of-Way.

EXHIBIT B

PREVIOUSLY SCHEDULED EVENTS

1. Main and Oklahoma Church of Christ use of Rooms A & B plus ticket office on the first Sunday of the New Year at the prevailing rental rates.
2. Lakewood Church use of Rooms A & B plus ticket office on Easter Sunday at the prevailing rental rates.
3. OYRA Rodeo use of Expo Building for Saturday Dance and Sunday awards banquet.
4. Italian Festival ALWAYS on Memorial Day weekend. Year 2001 at no cost according to the agreement as reimbursement for the ice machine. 2002 rates to be negotiated.
5. Annual Pittsburg County Free Fair (which is NOT affiliated with the Pittsburg County Cattlemen's Association) will always be held the week following Labor Day. The Pittsburg County Free fair will be held in the Expo, at no cost, the following six (6) days:  
Tuesday - set up  
Wednesday, Thursday, Friday and Saturday - County Fair  
Monday - clean up
6. Pittsburg County Cattlemen's Association will have four (4) events annually in the Expo Building at no charge.  
One of those events will be the Pittsburg County Junior Livestock Show, which is held the week of the first weekend in March. The PCCA is allowed use of the Expo, at no cost, the following six (6) days for the Pittsburg County Junior Livestock Show:  
Tuesday - set up  
Wednesday, Thursday, Friday and Saturday - Livestock show  
Monday - clean up  
The Pittsburg County Junior Livestock Show will be allowed to show animals and have the premium sale in the Expo facility.  
Other PCCA events will be scheduled as mutually agreed upon at no cost.
7. Pittsburg County District Attorney has \$1200.00 credit for rental of facility to be used by the end of year 2002. (Date(s) to be negotiated when available).
8. July 4<sup>th</sup> Celebration.
9. Arts & Crafts Show - Always first weekend in November.

FAX COVER SHEET

PITTSBURG COUNTY COMMISSIONERS  
PITTSBURG COUNTY ADMINISTRATIVE OFFICES  
600 EAST CHOCTAW – SUITE C  
MCALESTER, OK. 74501

DATE: May 25, 2010

TO: Cora Middleton – City of McAlester

FAX# 918-421-4971

FROM: JANICE YOUNG  
PITTSBURG COUNTY COMMISSIONERS OFFICE

NUMBER OF PAGES (INCLUDING COVER) Four (4)

\*\*\*\*\*

MESSAGE:

Cora – here is the Lease and Agreement between Pittsburg County and the City of McAlester, with Exhibit “B” Attached. There is not an Exhibit “A” – not sure why this was marked as Exhibit “B”.

If you need anything further, please do not hesitate to contact the office.

Janice

FAX # (918) 423-0722

PHONE # (918) 423-1338





## USE AGREEMENT

THIS AGREEMENT entered into this 17<sup>th</sup> day of February, 2000, between the City of McAlester, Oklahoma hereinafter referred to as "The City" and Independent School District No. 1080, Pittsburg County, Oklahoma, hereinafter referred to as "The School".

WITNESSETH:

WHEREAS, the "City" is the operator of certain recreational facilities, more particularly referred to and commonly known as the Pittsburg County Expo Softball Complex; and

WHEREAS, the "School" does not presently own a softball field adequate for their needs; and

WHEREAS, the "School" is in need of such facilities to conduct school sports activities

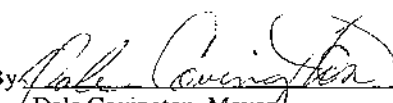
NOW, THEREFORE, in consideration for the mutual promises hereinafter contained, the "City" and the "School" agree as follows:

1. The "City" agrees to permit the "School" the use of the Pittsburg County Expo Softball Complex for their use during its regular season fall softball program, together with all improvements, facilities and appurtenances thereto.
2. The "School" agrees to provide the Softball Complex Director a schedule for practice and games. The schedule shall be for regular season. In the event of an extended season play the schedule will be provided as soon as possible.
3. The "School" agrees to use its best efforts to maintain such facilities in a state of good repair and cleanliness.
4. The "School" agrees to pay a fee of "One Hundred Dollars (\$100.00) per season.
5. The "City" agrees to accommodate the school's schedule for the regular season and to accommodate any extended season with respect to other schools and organizations using the facility.
6. All concessions will remain under the control of the "City".

The "City" and the "School" agrees that this agreement shall continue from year to year until terminated by either party upon written notice thereof to the other. Written notice must be given at least ninety (90) days prior to termination or any change to this agreement.

AGREED to on the date first written above.

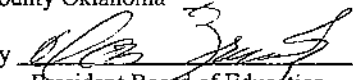
CITY OF McALESTER, Oklahoma

By   
Dale Covington, Mayor

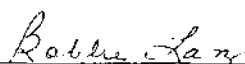
SEAL


INDEPENDENT SCHOOL

District No. 1080 Pittsburg  
County Oklahoma

By   
President Board of Education

SEAL

ATTEST:   
Bobbie Lanz, City Clerk

ATTEST:   
Clerk of Board of Education

LEASE AND CONTRACT



THIS AGREEMENT, entered into this 11<sup>th</sup> day of February, 1997,  
by and between the City of McAlester, Oklahoma, a Municipal  
Corporation, PARTY OF THE FIRST PART, and the Board of Education  
of Frink-Chambers Elementary School C029, Pittsburg County,  
Oklahoma, PARTY OF THE SECOND PART, the terms and conditions of  
which are as follows, to-wit:

(1) That the PARTY OF THE FIRST PART, for and in consid-  
eration of the sum of \_\_\_\_\_ and other good and  
valuable consideration and in consideration of the covenants and  
agreements hereinafter contained, does hereby demise, lease and  
let unto the PARTY OF THE SECOND PART the following described  
real estate situated in Pittsburg County, Oklahoma, to-wit:

A tract, piece or parcel of land in the SW 1/4 of Sect  
25, T5N, R14E, Pittsburg County State of Oklahoma, more  
particularly described as follows:

NW 1/4, NW 1/4, NW 1/4 of the SW 1/4 and the  
West 240 feet of the South 270 feet of the SW  
1/4, NW 1/4, NW 1/4 of the SW 1/4 of said  
section containing 3.99 acres plus or minus.  
(refer to attached drawing)

(2) It is further agreed by and between the parties that  
the term of this lease shall be for a period of ninety-nine (99)  
years from the date of the execution of this agreement, subject  
to the provisions hereinafter contained for prior termination of  
this agreement.

(3) It is mutually understood and agreed that the lands  
herein leased shall be used for a Ball Park, Playground, and the  
construction of a gymnasium/auditorium by the lessee which shall  
be operated by the Frink School District Board of Education  
without profit and it is further agreed that if for a period of  
six (6) months, or longer, said party of the second part fails to  
use such property for school purposes that this lease shall be at  
an end and void, and the property revert back to the City of  
McAlester.

(4) It is further understood the PARTY OF THE SECOND PART shall be responsible to file the Notice of Proposed Construction (FAA form 7460-1) prior to any construction. Any construction on this property shall be located to ensure that it does not penetrate FAA part 77 surfaces, and shall meet all building codes (BOCA & NEC)

(5) The PARTY OF THE FIRST PART shall be the final authority on the location of any structures.

(6) It is further understood and agreed that during the term of this lease said premises shall be under the exclusive jurisdiction of the PARTY OF THE SECOND PART and that the PARTY OF THE SECOND PART will indemnify and hold harmless the PARTY OF THE FIRST PART from any and all claims, liens, demands, and law suits by reason of the use of said premises and in the event that any suit is brought naming PARTY OF THE FIRST PART as a party defendant by reason of injury or damage to any person or property that the PARTY OF THE SECOND PART will pay all expenses, including attorney's fees, together with all damages incurred by the PARTY OF THE FIRST PART.

(7) It is further agreed that the maintenance of any equipment or improvements located on said premises and of the land herein leased shall be the sole responsibility of the PARTY OF THE SECOND PART and that the PARTY OF THE SECOND PART will maintain a security fence around the premises, keep said premises clean and mowed at all times and will maintain said premises in a clean and acceptable manner.

(8) It is further agreed that the PARTY OF THE SECOND PART will not at any time, without the permission in writing of the PARTY OF THE FIRST PART, erect any additional structures on said land, cut down any trees on said land and will not sell or take away sand, gravel, soil or minerals of any kind and will not in any way commit waste upon said premises.

(9) It is further agreed that the violation of any of the conditions and covenants herein contained by the PARTY OF THE SECOND PART shall, except as herein above indicated, entitle the PARTY OF THE FIRST PART to re-enter said lands and take the quiet and peaceable possession thereof and will entitle the PARTY OF THE FIRST PART to terminate this lease.

CITY OF MCALESTER

By: *Dale Covington*

Dale Covington, Mayor  
PARTY OF THE FIRST PART

ATTEST:

*Bobbie Lanz*  
Bobbie Lanz, City Clerk

BOARD OF EDUCATION  
FRINK-CHAMBERS ELEMENTARY SCHOOL C029

By: *Mark C Jordan*

President  
PARTY OF THE SECOND PART

ATTEST:

\_\_\_\_\_  
Clerk



# First National Bank

& Trust Co. of McAlester Member FDIC

April 22, 2010

Gayla Duke,

We have met to discuss the availability of the Remote Deposit Services that are available through First National Bank. I believe we agree on how valuable this service is to your operation and how beneficial it is to First National Bank. I would like to summarize our offerings to you about this service.

Initial Purchase of Scanner:	\$0.00	(\$1455.60 Value)
First Year Service Agreement:	\$0.00	(\$ 720.00 Value)
Subsequent Years Service Agreement	\$720.00	(Due on July 1 each year.)

There are no other per item costs or any other expenses with this program. It will help to reduce the time it takes to prepare each deposit and minimize time out of the office for the staff that takes the deposits to the bank. If you have any questions, please call me at (918)423-9675.

Sincerely,

Thomas Lucas  
Cashier

## Remote Deposit Services Agreement

THIS REMOTE DEPOSIT SERVICES AGREEMENT is made and entered this 22 day of April, 2010 by First National Bank & Trust Co. of McAlester, Inc. (herein the "Bank"), and The City of McAlester (herein the "Customer").

WITNESSETH:

WHEREAS, the Customer has authorized the Bank to provide certain electronic capture services, specifically Remote Deposit Capture, ("First Direct Deposit" or "RDC") to the Customer as herein described;

WHEREAS, the Customer receives payments by paper checks from its customers (the "Indirect Customers"); and

WHEREAS, the Bank has agreed to provide such services to the Customer on the terms and conditions herein described.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. General. First Direct Deposit provided by the Bank to the Customer, consisting of a check scanning device (the "Scanner"), access to a browser based software program, and all related materials and documentation (collectively herein the "Program"), permits the Customer to conduct certain check related activities with the Bank electronically. Additionally, the Bank also may provide a computer to the customer upon request, whereby the customer agrees to pay a monthly fee based on the Bank's current schedule of fees for such equipment. RDC activities include the ability to scan the Customer's paper checks (the "Images") and electronically transmit to the Bank, and for the Bank to use electronic information, including images, captured from these checks to process transactions as Image Replacement Documents (IRDs) as permitted under the Check Clearing for the 21st Century Act ("Check 21 Transactions") (collectively, the "Services"). The Services are provided by the Bank and its vendors for access and use by Customer.
2. Laws, Rules, and Regulations. Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Customer further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks and drafts, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC) and the National Automated Clearing House Association (NACHA). These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement.
3. Use of Scanner and Program by Customer. The Bank is providing the Scanner and Program to the Customer to allow the Customer to create Images of the paper checks received from Indirect Customers and to then transmit these Images electronically for the purpose of having Check 21 Transactions initiated. As such, the Indirect Customers will not receive their original cancelled paper checks through the check clearing system. These paper checks will be stamped "ELECTRONICALLY PROCESSED" by the Customer or the Scanner and will remain with the Customer for a period of 14 calendar days before being destroyed. The images of these checks will be maintained by the Bank

for a period of seven years. Should Customer or Indirect Customers need a check researched, the Bank will provide the image from its archive during the record retention period.

4. Customer's Obligations to Indirect Customers. As the Customer will be receiving the Indirect Customers' paper checks, and creating Images from these checks to process as Check 21 Transactions, and as the Customer will be retaining and then destroying the Indirect Customers' paper checks, the Customer must comply with the following responsibilities.
  - a. Retain Paper Checks after Converting to Images. Paper checks will be handled and retained for a minimum of 14 calendar days as stated in Section 3 above before being shredded in at least a crosscut shredder.
  - b. Compliance with Rules; No-Disclosure and Confidentiality. Customer agrees both to (i) comply with and (ii) cooperate and assist the Bank and its vendors in complying in a complete and timely manner with the Rules. Customer agrees to execute and deliver to the Bank all such instruments, as the Bank may from time to time reasonably deem necessary. Customer shall not disclose to any third party other than the Bank, or any agent of Customer for the purpose of assisting Customer in completing a transaction, or as specifically required by law, any account information or other personal information. Customer, in an area limited to select personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by the Rules.
5. Right to Use Program/Limited Sublicense. The Bank hereby grants to the Customer a non-transferable and non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Program is valuable, confidential, and proprietary property of THE VENDOR and agrees not to transfer, distribute, copy, reverse compile, modify or alter the Program.
6. Delivery and Installation. The Bank shall deliver to the Customer a Scanner and access to the Program. The Bank agrees to further provide instruction and consultation to assist Customer in its initial installation of the Scanner and setup of the Program.
7. Maintenance. After delivery and installation of the Scanner and Program and until the termination of this Agreement pursuant to Section 8, the Bank will assist the Customer in obtaining from THE VENDOR technical support and other information for the operation and use of the Scanner and Program, and will provide to the Customer any modifications, refinements and enhancements to the Scanner or Program which the Vendor may hereafter implement and which the Bank has received notification from the Vendor.
8. Term. This Agreement is effective from the date the Scanner and the Program are received by Customer and shall remain in force until termination. This Agreement shall be terminated (i) upon thirty (30) days' prior written notice by either party to the other at the then current address of record, (ii) upon termination of the account relationship between the parties, (iii) upon failure of the Customer to comply with the terms and conditions of this Agreement, (iv) upon termination of the Software License Agreement, or (v) any other event which causes the Vendor to be unable to provide the Program to the Bank or the Customer. The Customer agrees to return the Scanner, if provided by the Bank, and all written and/or electronic documentation related to the Scanner and/or Program to the Bank, together

with all copies thereof, upon termination. The provisions of this Agreement protecting the proprietary rights of the Vendor and the Bank will continue in force after termination.

9. Fees. Customer agrees to pay the fees for access to and use of the Scanner and the Program at the rates specified by the Bank's Fee Schedule and Account Analysis Schedule hereafter provided to the Customer. The Bank may change the fees charged to the business Customer any time during the term of this Agreement and to a consumer after providing 30 days written notice to Customer. The Bank may deduct all fees due from any account of the Customer at the Bank.
10. Account. The Customer will maintain with the Bank at least one demand deposit or commercial checking account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Services. In addition to the terms of this Agreement, the Account will be subject to a separate Account Agreement. Unless the Bank otherwise requires the Customer to maintain collected funds, the Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Services and to cover any fees the Customer is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay the Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. The Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at the Bank.
11. Settlement Reserve. Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. Customer hereby acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any Customer obligations under this Agreement. If Customer's Settlement Reserve falls below the required amount, Customer authorizes the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via a debit to the Customer Account or by a direct deposit to the Settlement Reserve. No interest will be paid on the Settlement Reserve. Customer grants the Bank a security interest in any Settlement Reserve so that the Bank may enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement for the duration of the Termination Period during which time the Bank's security interest shall continue.
12. Right of Setoff. Customer hereby acknowledges and agrees that the Bank shall have a right of setoff against any and all fees, Returns and Refunds owed the Bank by Customer under this Agreement.
13. Authorization. The Customer will provide to the Bank properly executed authorizations from Customer (which may be designated by resolution executed in conjunction to the establishment of Customers deposit account), in form acceptable to the Bank identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. In the absence of such authorizations, Customer agrees that individuals authorized to sign on Customers deposit account are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to the Bank, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the



Corporation, provided, however, that the Bank may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation shall have provided to the Bank any evidence of such person's authority.

14. Account Reconciliation. All transactions which result in a debit or credit to the Account initiated by the Customer using the Services will be reflected on the Customer's monthly account statements. The Customer will notify the Bank, within thirty (30) days after the mailing of the account statements by the Bank of any discrepancies between the account statements and the Customer's records of transactions initiated through the Services. Failure of the Customer to notify the Bank within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against the Bank by reason of such discrepancies.
15. ENTRIES. Customer shall be responsible for the accuracy and propriety of all Entries submitted to the Bank for processing, as well as responsible for obtaining all required approvals for the processing of the Entry from the Indirect Customer. Customer shall be liable for each Entry and warrants that it complies with the Rules.
16. DISCREPANCIES. In the event of any conflicts in the instructions received by the Bank regarding the Customer or any Entries relating to them, the Bank may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by the Customer or by the Bank to the funds, Entries, or proceeds thereof.
17. Processing Deadline. The Bank has specific processing deadlines. Files received by the deadline will be transmitted that day to the Banker's Bank for settlement on the effective entry day. Files received after the deadline will be processed the next business day.
18. Notice of Provisional Credit. In the case of any Credit Entry subject to Article 4A of the Uniform Commercial Code, credit given by the Receiver's Depository Financial Institution (RFDI) to the Recipient with respect to such an Entry is provisional until the RFDI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in applicable Oklahoma State law. If such settlement or payment is not received, the RFDI shall be entitled to a refund from the Recipient of the amount credited, and the Customer shall not be deemed to have paid the Recipient the amount of the Entry.
19. Debits Not As Authorized. If an unauthorized Debit Entry is confirmed in writing by the Recipient, the Recipient will have the right, unless waived in accordance with the Rules, to have the amount of such Debit Entry immediately credited to the Recipient's account by the RFDI as set forth in the Rules. The Customer's Account will be debited for the amount thereof.
21. Reversing Entries. If the Customer discovers that any Entry it has initiated was in error, the Customer will notify the Bank immediately. The Bank will then notify the Customer as to whether the transmission of the File or the Entry to the Check 21 Transaction has been initiated. The Customer shall then have the sole right and responsibility to initiate a Reversal of the Entry in accordance with the Rules.

22. Remakes of Rejected Entries or Files. If an entry or file is rejected due to improper processing or unexcused delays by the Bank, the Bank will Remake such Entry or File and re-send it. If such Entry or File was rejected as a result of improper processing or the supplying of incomplete information by the Customer, the Customer will Remake the Entry or File, or supply the Bank with complete information for Remaking the Entry or File, at the Customer's expense, and the Bank will send such Entry.
23. Unauthorized Access; Security Procedures. The Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program. The Customer shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer shall make such procedures and security features known only to those authorized representatives of the Customers who will use the Scanner and the Program. The Bank shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures. The Customer shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Bank, provided, however, the Bank shall not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Services shall be deemed to have been authorized by the Customer, and the Bank shall be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.
- a. THE BANK will provide Customer with an Administrative and Gateway User Name and Password. Customer may appoint an individual ("Administrator") with the authority to: (a) determine who will be authorized to use the Services; (b) establish separate passwords for each user; and (c) establish limits on each user's authority to access information and conduct transactions. Customer is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Bank service. Customer agrees to: (a) take reasonable steps to safeguard the confidentiality of all Passwords; (b) limit access to its passwords to persons who have a need to know such information (c) closely and regularly monitor the activities of employees who access the Bank service (d) prohibit its employees and agents from initiating Entries without proper supervision and adequate controls; and (e) remove users they deem no longer authorized to use the Services.
- b. Customer understands that the use of Passwords and the Bank service instructions is confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use are on account of Customer's negligence or are deliberate acts. Customer acknowledges that no person from the Bank will ever ask for any Passwords and that the Bank employees do not need and should not ask for passwords.
- c. Customer shall change its passwords periodically and whenever anyone who has had access to a password is no longer employed or authorized by it to use the Bank service. The Bank may require Customer to change its passwords at any time. The Bank may deny access to the Bank service without prior notice if it is unable to

confirm (to its satisfaction) any person's authority to access the service or if the Bank believes such action is necessary for security reasons.

24. Customer Representations and Warranties. With respect to each and every check that the Customer scans into an Image using the RDC system, the Customer represents and warrants to the Bank that: (a) each Indirect Customer shown as the payor on an Image received by the Bank from the Customer was from an Indirect Customer, (b) the Customer shall be bound by and comply with all procedures and operating guidelines established by the Bank, contained herein or subsequently created, and (c) the Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid.

25. Indemnification.

- a. All disputes between Customer and any Indirect Customer relating to any debit/credit transaction shall be settled between Customer and Indirect Customer. Customer agrees to indemnify and hold the Bank and its processors harmless from any claim, liability, loss, or expenditure relating to any such transaction or from Customer's breach of any of its obligations under this Agreement. The Bank retains the right to offset the Customer's account for amounts the Bank is damaged by Customer's actions.
- b. The Customer will defend, indemnify and hold harmless the Bank and its processors against and in respect to any and all losses, liabilities, expenses and damages, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank under the RDC system; (ii) any breach of the provisions of this Agreement or the Rules; (iii) any dispute between the Customer and any third party in connection with the use of the RDC system; (iv) any breach of the Customer's representations for any transaction submitted by the Customer described in this agreement; (v) any loss or expenditure which results from any transaction submitted by the Customer caused by the Indirect Customer's inability to fund the transaction; and (vi) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section shall survive termination of this Agreement.

26. LIMITATIONS OF LIABILITY. THE BANK'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE BANK'S DISCLAIMER OF WARRANTY IS LIMITED TO THE REPLACEMENT OF ANY SCANNER OR DISKETTE THAT IS RETURNED TO THE BANK. IN NO EVENT SHALL THE BANK BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. THE BANK'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH ACH TRANSACTIONS AND CHECK 21 TRANSACTIONS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. THE BANK WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF THE BANK HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BANK'S ACT OR OMISSION. THE BANK WILL HAVE NO LIABILITY FOR ANY LOSS OR

DAMAGE: (A) RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS; (B) RESULTING FROM ANY RECEIVING BANK'S FAILURE TO ACCEPT ANY CHECK 21 TRANSACTIONS; OR (C) RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THE BANK AND THE CUSTOMER OR BETWEEN THE BANK AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE THE BANK'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE BANK UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

27. DISCLAIMER OF WARRANTY. NO WARRANTIES WITH RESPECT TO THE SCANNER AND THE PROGRAM ARE MADE BY THE BANK NOR DOES THE BANK WARRANT THAT THE SCANNER AND THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. NEITHER THE BANK MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SCANNER AND/OR THE PROGRAM. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF CUSTOMER'S ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
28. Equipment. The Bank is not responsible for any loss, damage or injury resulting from (i) an interruption in Customer's electrical power or telephone service; (ii) the disconnecting of Customer's telephone line by Customer's local telephone company or from deficiencies in Customer's line quality; or (iii) any defect or malfunction of the Scanner or telephone line.
29. The Bank's Liability for Failure to Complete Transactions. The Bank will process and complete all transfers (to and from eligible accounts) properly initiated through the RDC system in accordance with the terms on the Image and the terms of this Agreement. If the Bank or its processors do not complete a Check 21 Transaction on time or in the correct amount in accordance with terms on the Image and under the terms of this Agreement, the Bank's liability for Customer's losses and damages will be limited to those directly and proximately caused by the Bank's failure, not to include indirect, consequential, special or exemplary damages. Further, the Bank will not be liable if:
- a. Through no fault of the Bank, the Indirect Customer does not have enough money in his or her account to make the transfer or payment.
  - b. The Scanner or the Program is not working properly, and Customer knew about the malfunction when Customer initiated use of the Services.
  - c. The Indirect Customer's depository institution mishandles or delays handling Check 21 Transactions initiated by the Bank.
  - d. There is an error on the Indirect Customer's paper check.
  - e. Circumstances beyond the Bank's control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by the Bank to avoid these circumstances.

30. Entire Agreement; Severability. This Agreement together with all exhibits, schedules and attachments hereto, the Account Agreement and the Rules (as incorporated herein) represent the entire agreement and understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which the Bank is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and the Bank shall incur no liability to the Customer as a result of such violation or amendment.
31. Assignment; Sublicense. Customer agrees not to assign, transfer or dispose of its rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement.
32. Governing Law. This Agreement is governed by the laws of the State of Oklahoma (except to the extent Federal law governs the copyrights and trademarks of the Vendor and its successors or assigns) and the Rules.
33. Signatures. By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

FIRST NATIONAL BANK

By: 

CUSTOMER

By: 

MERCHANT NAME (LEGAL) The City of McAlester

DBA \_\_\_\_\_ Years Established \_\_\_\_\_

Type of Business: INC LLC LLP Partnership Sole Proprietorship DBA

STREET ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ DEPOSIT ACCOUNT NO. \_\_\_\_\_

FAX \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

NOTIFICATIONS WILL BE SET TO YOU VIA: FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF USERS \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_

EST. DAILY ITEM COUNT \_\_\_\_\_ MAXIMUM ITEM COUNT \_\_\_\_\_

ADDITIONAL LOCATIONS:

SCANNER TYPE, SERIAL NUMBER, AND LOCATION:

SIGNATURES:

Authorized Signature for Merchant/Title

Bank Representative Signature

Kerry Buckle, Mayor

Thomas C. Lucas

Printed Name/Date

Printed Name/Date

Kerry Buckle  
5/15/10

Thomas C. Lucas 4/21/10

MERCHANT NAME (LEGAL) The City of McAlester

DBA N/A Years Established 100 +/-

Type of Business: INC LLC LLP Partnership Sole Proprietorship DBA ☒ Other: Municipality

STREET ADDRESS 28 E Washington,

MAILING ADDRESS PO Box 578 CITY, STATE, ZIP McAlester, OK 74502

PHONE (918)423-9300 e 4960 DEPOSIT ACCOUNT NO. 1044699  
or 4961

FAX (918)421-4971 EMAIL ADDRESS sherry.alessi@cityofmcalester.com

+ gayla.duke@cityofmcalester.com

NOTIFICATIONS WILL BE SET TO YOU VIA: FAX: \_\_\_\_\_ EMAIL: ☒.

ADMINISTRATOR Sherry Alessi NUMBER OF LOCATIONS 1 NUMBER OF USERS 4  
Gayla Duke

NATURE OF BUSINESS City use, Utility Payments, etc.

EST. DAILY ITEM COUNT 350 MAXIMUM ITEM COUNT 500

ADDITIONAL LOCATIONS:

SCANNER TYPE, SERIAL NUMBER, AND LOCATION:

SIGNATURES:

Authorized Signature for Merchant/Title

Bank Representative Signature

Gayla Duke

Thomas Lucas

Printed Name/Date

Printed Name/Date

Gayla Duke

Thomas C. Lucas

## Schedule A

### COMPUTER REQUIREMENTS

- Pentium Class 4 - 2.4 GHz Intel/AMD Processor or better.
- 512 MB DDR Ram (1 GB recommended).
- 40 GB Hard Drive (with 10 GB minimum available for image storage).
- SVGA video card (16 bit).
- 15" Monitor (minimum) capable of 1024x768 resolution.
- USB v2.0 Connection.
- CD/DVD Burner to archive images for permanent/long term storage.
- 400 Watt or better UPS Battery Backup recommended.
- Windows Vista, Windows XP Professional, or Windows 2003 (XP Professional is preferred).
- 10/1 00 Mbps network card (powered connection recommended).
- High Speed Internet Access (for remote deposits to the bank, support, and future updates).
- Minimal point to point firewall access to allow the merchants to send to the financial institution, and to allow Audiotel access for technical support.

Note: Though RemitPlus Merchant does support 64 bit operating systems and hardware, most scanners and associated drivers are currently limited to 32 bit. Please contact AudioTel technical support before considering the RemitPlus Merchant for any 64 bit application.

### EQUIPMENT

Place an "X" inside the box(es) next to the applicable options that you select.

<input type="checkbox"/>	<b>RDM Single Check Scanner (Comes with 2 year warranty)</b> (Small or low check volume [5-25/day] businesses) (Replacement cost \$299.00) <b>Cost of Annual Software Licensing Agreement</b>	<b>No Charge</b>  <b>\$240.00</b>
<input checked="" type="checkbox"/>	<b>Panini X90</b> (Medium Level Businesses/Grocery Stores/High check volume [25-300/day]) (Replacement Cost \$1455.60) (This has a bin to hold 50 checks+/- and feed automatically, up to 30 checks per minute) <b>Cost of Annual Software Licensing Agreement</b>	<b>No Charge</b>  <b>\$720.00</b>
<input type="checkbox"/>	<b>Optional Maintenance Agreement (3 year Agreement)</b>	<b>\$381.00</b>



<input type="checkbox"/>	<b>Cannon 55</b> (Large Volume Businesses/Central Processing Operations) (For processing up to 750+ checks per day) (This has a bin to hold 50 checks +/- and feed automatically, up to 90 checks per minute)	<b>\$1500.00</b>
	<b>Cost of Annual Software Licensing Agreement</b>	<b>\$960.00</b>
<input type="checkbox"/>	Optional Maintenance Agreement (3 year Agreement)	<b>\$494.00</b>
<hr/>		
<input type="checkbox"/>	<b>Canon CR 180ii</b> (Large Volume Businesses/Central Processing Operations) (For processing 751-3000 checks per day) (This has a bin to hold 100 Checks +/- and feed automatically, up to 180 checks per minute)	<b>\$2900.00</b>
	<b>Cost of Annual Software Licensing Agreement</b>	<b>\$1200.00</b>
<input type="checkbox"/>	Optional Maintenance Agreement (Annually)	<b>\$575.00</b>

#### PRICING

Monthly Service Charge	\$0.00
Per Deposit Charge	\$0.00
Per Item Charge	\$0.00
(Standard Business Checking costs still apply)	

Addendum: First National Bank will provide you with your first scanner (RDM or Panini X90) and will pay your first year's Software Licensing Agreement. Subsequent years will billed to you for payment, if not paid within 30 days your account will be debited for the cost of the Software Licensing Agreement.



GSA Greater Southwest Region



March 16, 2011

Office of City Manager

MAR 18 2011

Received

Mr. Pete Stasiak  
City of McAlester  
P. O. Box 578  
McAlester, OK 74502-0578

Dear Mr. Stasiak:

Enclosed is your fully executed SF1449 for contract GS-07P-11-JU-C-0057 for the Carl Albert Federal Building/Courthouse, 301 E. Carl Albert Pkwy, McAlester, OK.

If you have any questions, please contact the undersigned Contracting Officer at 817-978-0351.

Sincerely,

  
Natalie Holmes  
Contracting Officer

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

PAGE 1 OF 3			
2. CONTRACT NO. GS-07P-11-JU-C-0057		3. AWARD/EFFECTIVE DATE JAN 14, 2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Natalie D. Holmes natalie.holmes@gsa.gov	
9. ISSUED BY GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days 0% Net 30	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO See Schedule	
16. ADMINISTERED BY GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102		17a. CONTRACTOR/ OFFEROR MCALESTER, CITY OF P. O. BOX 578 MCALESTER OK 745020578	
18a. PAYMENT WILL BE MADE BY GSA, PBS Accounts Payable - Utilities, W,3 and 7 PO Box 17128 Fort Worth TX 76102		19. ITEM NO.	
20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See Schedule	
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$28,086.00		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR	
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31b. NAME OF CONTRACTING OFFICER (Type or print) Natalie D. Holmes 817-978-0351 natalie.holmes@gsa.gov	
31c. DATE SIGNED MAR 15, 2011			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL    ☐ FINAL

☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Provide Water services for Carl Albert Federal Building/ Courthouse, 301 E Carl Albert Pkwy, McAlester, OK.</p> <p>The City of McAlester Account No. is 12344000. This is a GSA owned building No. OK0039ZZ.</p> <p>The estimated yearly amount for this contract is \$2,809.00, with a total estimated amount for the ten year period of \$28,086.00.</p> <p>This new ACT No. is: 1B1G00387 And it replaces P95397281 which is being closed out 02/28/2011 by modification.</p> <p>New Period of Performance is 03/01/2011 to 02/28/2021.</p> <p>Profiles are as follows: October - \$220.00 November - \$105.00 December - \$252.00 January - \$145.00 February - \$249.00 March - \$234.00 April - \$137.00 May - \$137.00 June - \$235.00 July - \$269.00 August - \$407.00 September - \$419.00</p> <p>The above costs are for GSA Budgetary and Accrual Obligation Purposes only.</p> <p>FAR Clause 52.249-2 (Termination for Convenience of the Government) is hereby incorporated by reference.</p> <p>GSAR 552.241-70 Availability of Funds for the Next Fiscal Year or Quarter. In accordance with the above clause if funds should not be made available for basic operating expenses in accordance with a continuing resolution or the next fiscal year budget, you will be notified by the contracting officer in writing.</p> <p>Incorporate into and make a part of the subject contract, the attached Clauses.</p> <p>Acceptance: _____ Date _____</p> <p>Accounting and Appropriation Data: 1B1G00387.2011.192X.07.PG61.P07250K1.F22.PGA32. \$28,086.00 DELIVERY DATE: 02/28/2021 SHIP TO: 301 E CARL ALBERT PARKWAY MCALISTER OK 74501-5051 FOB : Destination</p>	1.00	EA	28,086.00	28,086.00

## REQUEST TO CITY ATTORNEY FOR LEGAL OPINION

### SECTION I. REQUEST FOR INFORMATION

1. Date Request Made 3/18/11  
Requestor Name: Peter Stasiak
2. Department Name: City Manager
3. Telephone Number(s) of Requestor: 918.423.9300 Ext. 4964
4. Facsimile Number of Requestor: 918.421- 4970

### SECTION II. NATURE OF REQUEST

1. Describe, in detail, the nature of your request:

To review GSA Fully Executed SF1449 for contract GS-07P-11-JU-C-0057 for the Carl Albert Federal Building/Courthouse, 301 E. Carl Albert Pkwy, McAlester, Ok

2. Specify Reference (Ordinance, Resolution, City Code, Contract, etc.):

### SECTION III. DOCUMENTS FOR REVIEW

1. Documents attached for review? XX YES NO

### SECTION IV. FOR REVIEW BY

1. Name and telephone numbers of person and department to whom original response to request for opinion is to be made (if different from Requestor in Section I):
2. Name, telephone and facsimile of any person to receive a carbon copy of response to requested opinion:
3. The City Manager will automatically receive a copy of the opinion.

### SECTION V. REQUESTED RESPONSE DATE

1. Requested time for response (if applicable): For 4/12/11 City Council Meeting.

### SECTION VI. APPROVAL BY

CITY MANAGER

1. Approval of request by City Manager:

*Peter Stasiak*

Date

3/18/11

## Transmission Report

Date/Time  
Local ID 1  
Local ID 2

18-03-2011  
9184214970

11:40:39 a.m.

Transmit Header Text  
Local Name 1  
Local Name 2

Line 1 City of McAlester  
Line 2

This document : Confirmed  
(reduced sample and details below)  
Document size : 8.5"x11"



GSA Greater Southwest Region

March 16, 2011

Office of City Manager

MAR 16 2011

Received

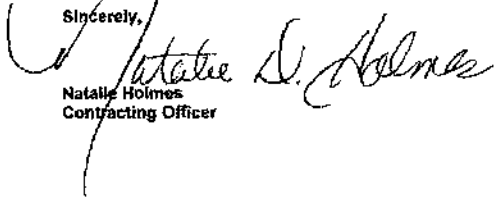
Mr. Pete Stasiak  
City of McAlester  
P. O. Box 578  
McAlester, OK 74502-0578

Dear Mr. Stasiak:

Enclosed is your fully executed SF1449 for contract GS-07P-11-JU-C-0057 for the Carl Albert Federal Building/Courthouse, 301 E. Carl Albert Pkwy, McAlester, OK.

If you have any questions, please contact the undersigned Contracting Officer at 817-878-0351.

Sincerely,

  
Natalie Holmes  
Contracting Officer

U.S. General Services Administration  
819 Taylor Street  
Fort Worth, TX 76102-5105  
www.gsa.gov

Total Pages Scanned : 5

Total Pages Confirmed : 6

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	375	9184234243	11:37:43 a.m. 18-03-2011	00:02:07	6/5	1	EC	HS	CP14400

### Abbreviations:

HS: Host send  
HR: Host receive  
WS: Waiting send

PL: Polled local  
PR: Polled remote  
MS: Mailbox save

MP: Mailbox print  
CP: Completed  
FA: Fail

TU: Terminated by user  
TS: Terminated by system  
RP: Report

G3: Group 3  
EC: Error Correct



April 19, 2011

Ms. Gayla Duke  
Chief Financial Officer  
City of McAlester  
28 E. Washington  
McAlester, Oklahoma 74501

**Subject: Letter of Engagement for Actuarial Services**

Dear Gayla:

Since 2003, we have served as your retirement actuary and consultants for your pension plan. This letter will confirm the consulting services that we will continue to provide for the City, along with the agreed-upon fees for those services.

For your pension plan, we will:

- Maintain and annually update the active employee and retired/terminated employee database;
- Prepare and present the annual funding and accounting expense report for the plan;
- Interface with your external auditors, as needed;
- Prepare the annual pension benefit statements for active participants;
- Prepare up to ten (10) retirement certifications each year, including optional forms of payment and appropriate election forms and benefit estimates, as needed;
- Attend and participate in up to two (2) City Council or Committee meetings per year; and
- Answer day-to-day administration questions relating to the actuarial process and administration of the pension plan.

Our all-inclusive annual fee for all of the services outlined above will be \$21,000. As in the past, we will invoice one-half of this amount each April and the other half each October. If you would rather receive our invoices on a quarterly basis, please let us know.

If you ask us to complete more than ten (10) benefit certifications or estimates in any calendar year, we will invoice you an additional \$275 per calculation.

We will guarantee these fees to remain unchanged for the next two years. Additionally, we will invoice you for reasonable out-of-pocket expenses and internal charges. These expenses will not exceed 7% of our fees for professional services.





Ms. Gayla Duke  
City of McAlester  
April 19, 2011  
Page 2

For services outside the scope of those outlined above, we will continue to work on a "time and expense" basis. We will let you know the anticipated fee of any such project before we begin.

Gayla, we are excited about our continued partnership with the City! If this fee proposal is agreeable, please return a signed copy of this letter to us and retain a copy for your files.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruce R. Nordstrom', written over a horizontal line.

Bruce R. Nordstrom  
Principal  
Apex Global Partners

A handwritten signature in black ink, appearing to read 'Kevin Priddle', written over a horizontal line.

Kevin Priddle  
Mayor  
City of McAlester

COPY


## AGREEMENT

This Agreement herein, between the City of McAlester and Fraternal Order of Police, Lodge #97, specifically includes and outlines the policies and procedures for the Individually Assigned Vehicle (IAV) Program.


These policies and procedures are outlined in the attached Operating Procedures Manual and Agreement Form.

While this Agreement remains separate and apart from the Collective Bargaining Agreement or process, it is expressly understood and agreed between each party that the City of McAlester, through its City Manager or his designee or by the City Council, may alter, amend, change, modify, delete, or add to any provision deemed necessary regarding the IAV Program without benefit of negotiation with the F.O.P. However, before the City of McAlester deletes or alters the IAV Program, notice will be given to the F.O.P. for any corrective action or input before a final decision is made by the City.

The representative signatures below for each party acknowledge the Agreement and provisions herein.

  
Walker Stewart, President  
F.O.P. Lodge #97

4-16-04  
Date

  
Dale Covington, Mayor  
for: City of McAlester

4-27-04  
Date

## SOP MANUAL VEHICLES AND EQUIPMENT

The McAlester Police Department has obtained vehicles and equipment for each officer to use in the performance of his duties. It is the responsibility of each officer to take care of his equipment and vehicle. The following are those Rules and Regulations governing the operation of assigned City-owned vehicles and equipment:

### A. Purpose of the plan

1. To improve the maintenance and reliability of Police cars by placing the responsibility for personal care of each vehicle on an individual officer;
2. To increase the visibility of cars and display to citizens that there are Police ready to respond where needed;
3. To enhance the McAlester Police Department's ability to summon off-duty officers back into service in case of an emergency with fully equipped Police cars for each officer.
4. To have more Police cars available, if needed, to respond to scenes of crime or other urgent calls.
5. Increase incentive and improve morale of the officers assigned to their own vehicles.

### RESOLUTIONS REGARDING USE OF TAKE-HOME VEHICLES

1. Any officer using his/her take-home vehicle in an unauthorized manner, or permits unauthorized use of the vehicle, may be subject to loss of the vehicle and/or other disciplinary action.
2. Officers operating take-home vehicles will exercise good judgment in utilizing them, avoiding any conduct likely to cause unfavorable comment and/or embarrassment to the McAlester Police Department.
3. Vehicles will be assigned to officers by seniority and driven only by the assigned officers, unless the Chief of Police or Shift Commander authorizes another officer to drive the unit.
4. Each officer will be responsible for checking the unit's oil, water, transmission fluid, etc., and will keep the unit washed and vacuumed. This will be done on off-duty time, or as prescribed by the Shift Commander.
5. Each officer will be responsible for scheduling regular routine maintenance of the unit with the City Garage on the officer's days off, or off-duty time. It is the responsibility of each officer to take the vehicle to the City Garage and pick it up.
6. If an officer's unit is out-of-service, a pool unit will be used, and the pool unit will be returned in clean condition.
7. City-owned equipment is installed in all vehicles. Any additional equipment must be approved by the Chief of Police.

8. Vehicles will be inspected by the Shift Sergeant during the shift at least once a month for proper equipment and vehicle condition. Inspection will include interior, exterior, trunk, engine compartment, emergency equipment, and any other equipment in the vehicle. Also, all lights will be checked, which includes tail, stop, parking and headlights, etc. A checklist will be filled out by the Shift Sergeant and turned in to the Shift Commander.
9. Use of City-owned vehicles will be limited to transportation to and from the officer's primary residence, and to and from authorized Police functions. Travel time to and from work will not be compensated.
10. Officers shall, at all times, drive the vehicles with reasonable prudence in order to conserve fuel and to maintain the vehicle at its highest degree of operating efficiency. This includes items such as
  - a. stop engine rather than idle, whenever possible;
  - b. avoid long engine warm-up in winter weather; and
  - c. do not leave the vehicle running and unattended.
11. Damage to the vehicle caused by negligence is cause for disciplinary action.
12. Officers should be appropriately attired to effectively perform a Police function while off-duty and operating a City-owned vehicle.
13. Officers will not use City-owned vehicles on part-time jobs, except as authorized by the Chief of Police.
14. Vehicles will not be parked on public streets while parked at the off-duty officer's residence. The vehicle must be parked in the driveway or garage.
15. Travel to and from City Garage for maintenance or to clean and wash units while off-duty is not to be considered call-back or overtime.
16. All officers must advise headquarters when going in-service. Officers cannot go out-of-service until their relief has gone in-service. Officers living outside the City Limits must stay in-service inside the City Limits until his/her relief goes in-service.
17. The following equipment must be carried in the vehicle at all times while the vehicle is in operation:
  - a. department-approved handgun;
  - b. proper Police I.D.;
  - c. handcuffs; and
  - d. ticket and report forms
18. Officers responding to calls during off-duty time will not normally be required to remain on the call as the primary unit. However, should the officer's presence be required, compensation will be provided based on the current agreement between the City of McAlester and the Fraternal Order of Police. An on-duty supervisor must approve any overtime of its occurrence.



*copy*

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • www.cityofmcalester.com

August 1, 2011



Tom Conditt  
Superintendent McAlester Public School  
P.O. Box 1027  
McAlester, OK 74502

Dear Mr. Conditt,

Enclosed is a copy of the agreement between the City of McAlester and the Campus Police, that was approved at the City of McAlester Council meeting on Tuesday July 26, 2011.

We look forward to working with you in the coming year.

Sincerely,

Cora Middleton  
City Clerk

/dc

enclosures

CAMPUS POLICE AGREEMENT  
BETWEEN THE BOARD OF EDUCATION FOR THE  
McALESTER SCHOOL DISTRICT AND THE CITY OF McALESTER

THIS AGREEMENT made and entered into on this 11<sup>th</sup> day of July, 2011, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

WHEREAS, District owns, leases and rents property within the city limits of City hereinafter referred to as "District's property"; and,

WHEREAS, District and City have duly established and authorized police departments for the purpose of providing police protection for property and persons within each of its own jurisdictional areas; and,

WHEREAS, 74 O.S. 1991 §360.15 et seq. authorizes an agreement between City and District for the purpose of delineating responsibilities between the two police departments, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise authority and jurisdiction within areas of municipal police jurisdiction.

NOW, THEREFORE, District and City agree as follows:

1. The McAlester Campus Police Department, hereinafter referred to as "Campus Police Department", and its duly commissioned and certified officers, while on duty, shall have the authority to enforce any criminal statutes and McAlester municipal ordinances in response to observed violations thereof on all streets, highways, roads, alleys, easements, and other public ways or public areas which are within the incorporated boundaries of the City of McAlester.
2. The McAlester Campus Police Department and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers within the police jurisdiction of McAlester in the following situations:
  - a. When necessary to complete any enforcement activities which began on District's property or property abutting thereto; and
  - b. When reasonably related to the activities of the Campus Police Officers on District's property or the investigation of incidents occurring on District's property.

3. The Chief of the McAlester Campus Police Department and the Chief of the McAlester Police Department shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.
4. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statutes in Peace Officers, except the service and execution of civil summons, and includes, but is not limited to, making of arrests, issuing of citations, the conduction of criminal investigations, and traffic accident investigations.
5. The jurisdiction of the Campus Police Department in the situations as set forth in paragraph one (1) and two (2) is concurrent with the jurisdiction of the McAlester Police Department. As used herein, concurrent jurisdiction denotes the authority shared by the two police departments at the same time, or the same subject matter, and within the same territory. Provided, the performance of duties within the area of concurrent police jurisdiction by Campus Police Department personnel shall be subject to review by the Chief of the McAlester Police Department and the right to continue such performance may be revoked by said Chief of Police with written notice thereof to the Chief of the Campus Police Department.
6. The Campus Police Department will have the primary responsibility of law enforcement, patrolling, crime investigation, and traffic control on District's property.
7. In all other areas within City's police jurisdiction, including the areas wherein the Campus Police Department and the McAlester Police Department have by this agreement concurrent jurisdiction, the Police Department of the City will have the primary responsibility for law enforcements, patrolling, criminal investigation, call response, traffic accident investigation, and traffic control.
8. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement, but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between each party and the other party's police department, their officers, employees, or agents, nor between each party's police department and the other party's police department, officer, employees, or agents.
9. The Campus Police Department shall follow the standard operating procedures of the McAlester Police Department and the McAlester Municipal Court in filing any municipal charges or issuing and filing any

traffic citation with the City. The Campus Police Department shall be responsible for the attendance of its officers at all Court hearings required for prosecution of offenses in which the Campus Police Department was involved. The Campus Police Department shall be responsible for any compensation or witness fees for its officers.

10. This Agreement is of indefinite duration and may be terminated immediately by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand and seals this 11<sup>th</sup>  
day of July, 2011.

INDEPENDENT SCHOOL DISTRICT NO. 80  
OF PITTSBURG COUNTY, OKLAHOMA

Ben Walker  
President

ATTEST:

Sharon Newman  
Clerk

THE CITY OF MCALESTER, OKLAHOMA,  
A municipal corporation

Kevin Steen  
Mayor

ATTEST:

Cora Middleton  
Clerk





*"Committed to Excellence"*

July 14, 2011

Ms. Cora Middleton  
City of McAlester  
P. O. Box 578  
McAlester, OK 74501

Dear Ms. Middleton:

Please find enclosed copies of the 2011-2012 Campus Police Agreement between McAlester Public Schools and the City of McAlester that was approved by the Board of Education on July 11, 2011.

After this agreement has been executed by your office, please forward a completed copy. Thank you for your attention to this matter.

Sincerely,

Pamela S. Zugelder  
Secretary to the Superintendent  
and Board of Education

Enclosure



*DLI McAlester L.L.C.*

January 24, 2001

Ms. Bobbie Lanz, City Clerk  
City of McAlester  
1<sup>st</sup> and Washington Street  
McAlester, OK. 74501

Re: Ground lease for DEA Field Office on Airport Road

Dear Ms. Lanz,

Enclosed are four originally executed copies of the Lease of Real Property for the DEA project on Airport Road. Also enclosed is a check for \$99.00 representing consideration for the transaction.

Please return one fully executed document to me in the enclosed UPS envelope. Someone from Pioneer Abstract will stop by your office to pick up one copy for filing with Pittsburg County. You may retain the other two copies for your files.

If you have questions about this transaction, please call me in Edmond at (405) 348-9852. Thanks so much for your help with the disposition of this document.

Cordially,

James T. Hunter, Vice President



*DLI McAlester L.L.C.  
P.O. Box 727, Edmond OK 73083-0727  
450 South Coltrane, Edmond OK 73034  
405/348-9852 • Fax: 405/348-9817*

# FAX

PAGE 1 OF 2

ATTENTION: Bobbie Lanz, City Clerk

DATE: February 15, 2001

COMPANY: City of McAlester

FAX NUMBER: 918-421-4971

FROM: Jim Hunter

PROJECT: DEA Field Office on Airport Road

SUBJECT:

**REASON FOR FAX:**

- ☐ For Your Action
- ☐ Reply ASAP
- ☐ Please Comment
- ☐ Please Review
- ☐ For Your Information
- ☐ Hard Copy To Follow
- ☐ As Requested

Not finding your e-mail address, I'm faxing the revised Exhibit "A" to you. Please affix it to all fully executed copies of the lease in your possession and return one copy to me. The lease was filed on February 9<sup>th</sup> by Pioneer Abstract. I'll send you a clean photocopy showing the filing data when I receive it. Thanks so much for your help.

If all pages are not received,  
please call our offices at 405/348-9852.

## LEASE OF REAL PROPERTY

THIS LEASE OF REAL PROPERTY (the "Lease") is made and entered into effective as of the 23rd day of January 2001 (the "Effective Date") by and between the CITY OF McALESTER, OKLAHOMA, a municipal corporation of Oklahoma (the "City"), whose address for purposes of this Lease is P.O. Box 578, McAlester, Oklahoma 74501 and DLI McALESTER LLC, an Oklahoma limited liability company ("Lessee"), whose address is 450 South Coltrane Road, Edmond, Oklahoma 73034.

WHEREAS, at its meeting held January 23, 2001, the City Council of the City declared and resolved that the tract of land more particularly described herein shall be made available for the use of Lessee by lease for a term of ninety-nine (99) years commencing the Effective Date, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of a lease between the General Services Administration ("GSA") for the Improvements to be constructed on the Site and a sublease of the Site (such lease and sublease are collectively referred to as the "GSA Lease", at an annual rental rate of One Dollar (\$1.00); and

WHEREAS, the parties agree that the leased premises shall be that tract of real Property described on Exhibit "A" attached hereto and made a part hereof, and;

WHEREAS, the parties agree and acknowledge that the Lessee will construct the Improvements on the Site for use as set forth in Section 3 below.

NOW, THEREFORE, for and in consideration of the promises of the City and Lessee, each to the other, and the undertakings of the City and Lessee as set forth in this Lease, and for other good and valuable consideration recited herein, the sufficiency of which is hereby acknowledged, the City and Lessee do hereby agree to keep, perform and observe the following provisions of this Lease.

### 1.

#### USAGE, ABBREVIATIONS AND DEFINITIONS

As used in this Lease, the following words have the meanings indicated:

1.1 The word "Site" shall mean the tract of real property described on Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights and appurtenances thereto belonging or in anywise appertaining, but not the Improvements described below.

1.2 The word "Improvements" shall mean the building constructed ("built", "installed", "placed" and other words of similar import being herein referred to as "constructed") under, upon or above the Site, after the date hereof,

including any and all alterations of and additions to the Improvements, whether or not any such alterations or additions are separated from or connected to the Improvements. The City and Lessee anticipate that the Improvements will consist of approximately 8,376 net usable square feet.

2.  
SITE LEASED

For and in consideration of the rent and of the terms and conditions of this Lease, the City does hereby let and lease, Site unto Lessee, and Lessee does hereby take and lease the Site from the City.

3  
USE OF SITE

The Site shall be used by the United States, acting by and through the GSA for the operation of a United States Drug Enforcement Administration Field Office and for other governmental uses. In the event the GSA Lease terminates during the term of this Lease, Lessee shall have the right to enter into a lease with another tenant for another use so long as such use is primarily for general office purposes.

4.  
RENT

For and as rent for the real property consisting of the Site and the Improvements Lessee shall cause to be paid to the City at the address set forth in Section 18, in advance the sum of Ninety-nine and No/100 Dollars (\$99.00).

5.  
TERM

Unless sooner terminated, renewed or extended, this Lease shall be for a term of ninety-nine (99) years commencing on the Effective Date and expiring on the ninety-ninth anniversary thereof, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of the GSA Lease.

6.  
RESPONSIBILITIES

The rights and privileges hereby granted to Lessee are to be used and enjoyed at the sole risk and responsibility of Lessee. In consideration of the benefits to be derived herefrom, Lessee hereby agrees and warrants that all uses of the Site and Improvements will be within the terms of the purpose of this Lease and that any and all expenses in any way related to or connected with the Site and Improvements or the rights and privileges herein conferred will be at no cost to the City or its officers, instrumentalities or

employees, and that no liens shall attach to the Site, except as specifically provided in Section 9 below.

7.

CONSTRUCTION AND IMPROVEMENTS

7.1 Lessee may install and operate in and on the Site facilities, fixtures, trade fixtures, equipment, machinery and appliances and Lessee's installation of the same shall comply with applicable local, state and Federal laws, rules and regulations. Lessee may, from time to time in Lessee's sole discretion, alter, modify, remove, renovate, and/or replace any Improvements, subject to Lessee's compliance with applicable local, state, and Federal laws, rules, and regulations.

7.2 Title to and ownership of the Improvements shall be vested in Lessee or such subtenants as are designated by Lessee until the termination, expiration or surrender of this Lease at which time all title and ownership of said Improvements shall vest automatically and immediately in the City, free and clear of all claims to or against said Improvements by Lessee or third parties and without necessity of further action or instrument.

7.3 Nothing herein shall be construed as an agreement by the City to be responsible for paying for the Improvements; and neither the Site, nor the City's interest in said Site, shall be subjected to a mechanic's lien for any Improvements constructed by Lessee hereunder. Lessee shall be responsible for assuring that all of the Improvements, alterations, and additions to the Site are constructed in accordance with applicable local, State and Federal law. Lessee shall reimburse the City for all costs and expenses, including reasonable attorney's fees, the City incurs (a) as a result of the fact that the Improvements, additions, or alterations do not comply with local, State and Federal law; (b) in defending against, settling or satisfying any claims that the City is responsible for paying for Improvements commissioned by Lessee hereunder; or (c) in defending against, settling or satisfying any mechanics lien claims, asserted as a result of unpaid for Improvements commissioned by Lessee hereunder.

8.

INSPECTION AND OPERATION

8.1 The City represents that it holds clear and indefeasible title to the Site. The City warrants that it has full authority to enter into the Lease and that it has not otherwise encumbered the Site. The City shall reasonably cooperate with Lessee's or any sublessee's efforts to develop the Site or construct the Improvements, including, but not limited to, granting access to the Site, cooperating in obtaining title insurance, surveys, and easements, and related matters, but such cooperation shall be at no expense to the City.

8.2 Upon termination of this Lease, the Site and Improvements shall be returned to the City, normal wear and tear excepted. All costs and expenses necessary for

the repair, maintenance, and operation of the Site shall be the sole responsibility of Lessee or its designee.

8.3 In the event the Improvements shall be wholly or partially damaged or destroyed during the term of this Lease, Lessee shall, at its own sole cost and expense, clear the Site of all debris or remains of the damaged or destroyed Facilities and, at its sole option, repair, restore or remove the Improvements within a twelve (12) month period from the time of the damage. Destruction of or damage to the Improvements, or any part of them, shall in no way relieve Lessee from its duties and obligations to pay rent as provided herein.

8.4 During the term of this Lease, Lessee shall be responsible for providing, at its own expense, all utilities, including but not limited to lighting, heating, air conditioning, water, gas and electricity, required for the Site and any Improvements, alterations, or additions thereon. Lessee agrees to maintain all portions of the Site, and any Improvements, alterations, or additions thereon, in a safe and clean condition, and not permit any unsightly accumulation of wreckage, debris, or trash.

## 9.

### MORTGAGE OR ASSIGNMENT OF THE LEASEHOLD

9.1 Lessee shall have the right to encumber by mortgage, security deed, bond covenants, or any other means any of Lessee's rights and interest created by this Lease, but shall not have the right to encumber the City's fee estate. Any such mortgage, security deed, bond covenants, or other security interest shall be subordinate to this Lease. Subordination to this Lease shall be evidenced by a subordination, non-disturbance, and attornment agreement executed by any lender providing financing for construction of the Improvements ("Lender" or "Mortgagee") and the City.

9.2 The holder of a leasehold mortgage may enforce its rights under its leasehold mortgage and acquire title to or sell or cause the leasehold estate to be sold in any lawful way; subject however, to all terms, conditions and provisions of this Lease. During such time as a Lender or Mortgagee is the owner and holder of the leasehold estate and Lessee's interest hereunder, whether by foreclosure or otherwise, such interest acquired hereunder shall remain subject to all of the terms, conditions and provisions of this Lease.

9.3 Lessee or any Mortgagee succeeding to the rights of Lessee hereunder, or any successor of either thereof, shall have the right to assign its interest in this Lease, the Site, and the Improvements so long as the person or entity receiving such assignment assumes the obligations of Lessee hereunder.

10.

LESSOR'S PROPERTY UPON TERMINATION OF THIS LEASE

Upon termination of this Lease, all rights and interest of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Site shall wholly cease and terminate. The Improvements, including but not limited to, all facilities, gas and electric engines, machinery, generators, boilers, furnaces, elevators, appliances, lighting, radiators, heaters, air conditioning units, all fire escapes, pipes, faucets and other plumbing fixtures, and all carpeting, attached to, or located on or in the Improvements, shall henceforth constitute and belong to and be the absolute property of the City without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever. Except as described above, Lessee or any sublessee of the Site or the Improvements may remove all furniture, personalty, equipment, computers, computer systems, and trade fixtures prior to the expiration date of this Lease.

11.

ENVIRONMENTAL

11.1 Lessee shall not use, generate, manufacture, produce, temporarily or permanently store, release, discharge or dispose of on, in, about or under the Site or transport to or from the Site any hazardous substances, pollutants, contaminants of whatsoever description prohibited by Federal or Oklahoma law ("Hazardous Materials"), or knowingly allow any other person or entity to do so, other than in compliance with all applicable Federal, State, and local laws, regulations and guidance.

11.2 Each of the City and Lessee shall promptly notify the other party should it receive actual notice of, or otherwise become aware of, any (a) pending or threatened environmental regulatory action against the such party or the Site or either party's use or occupancy of the Site or any portion thereof, (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material used, generated, stored, disposed or released on, from or into the Site; or (c) the release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Site.

11.3 To the extent required by either the City or Lessee to defend a claim or action brought against the other party or any of such party's officers, employees or agents, each party agrees with the other, to the extent permitted by applicable law, to provide the other party and such party's officers, employees and agents with access to the records and data maintained by the applicable party relevant to the receipt, processing, storage, use, transportation, generation, release and disposal of any Hazardous Materials which are the subject of, or are relevant to, the claim or action in question.

11.4 At the expiration or termination of the Lease, Lessee shall leave the Site as free of Hazardous Materials, as existed at the commencement of the Lease term.



12.

TAXES AND ASSESSMENTS

Lessee shall pay all real property taxes on the Site and the improvements; all license fees; and any and all other taxes, charges, imports; levies of any nature, whether general or special which may, at any time be imposed by local, State or Federal authorities, or that become a lien upon this Lease or Lessee's activities in, or improvements upon, the Site pursuant to this Lease.

13.

DEFAULT AND REMEDIES

13.1 The following shall constitute defaults by Lessee:

- (a) The failure to pay rent or any other monies owed hereunder when due; and
- (b) Any other failure in the performance of any covenant or obligation required by this Lease.

13.2 If Lessee defaults, Lessee shall have thirty (30) days after receipt of written notice from the City to cure monetary defaults as required by this Lease. Lessee shall have ninety (90) days after receipt of written notice from the City to cure all other defaults under this Lease, plus such additional time as may be reasonable and necessary under the particular circumstances involved. The City shall give to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease a copy of each notice of default by Lessee at the same time as and whenever such notice of default shall thereafter be given by the City to Lessee. Such notice to Lender or Mortgagee shall be made as provided in Section 19 herein, and it shall be Lessee's obligation and responsibility to provide the City with the proper name and address of its Lender or Mortgagee. Lessee's failure to provide the City with a current name and address for its Lender or Mortgagee shall relieve the City of its obligation to provide such notice in the event of default, each Lender or Mortgagee shall be permitted to remedy such default or cause the same to be remedied within the period of time provided for cure herein. The City shall accept performance by any Lender or Mortgagee of any covenant, condition, or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No event of default with respect to the performance of work required to be performed, or acts to be done, or conditions to be remedied, shall be deemed to exist so long as such Lender or Mortgagee shall, in good faith, have commenced to cure such matter and to prosecute same to completion with diligence and continuity within the applicable time period provided herein.

13.3 If Lessee defaults, the City may utilize anyone or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

(a) The City may sue for specific performance.

(b) The City may sue for all damages incurred by the City including incidental damages, consequential damages, and attorney's fees.

(c) After the time to cure provided in Section 13.2 has expired, or Lessee has given notice that it does not intend to cure the default, the City may terminate this Lease. The termination of this Lease, however, shall only be effective upon sixty (60) days' prior written notice of same provided by the City to Lessee and to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease. In no event shall this Lease be construed to be terminated unless and until such notice is provided. If this Lease is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including reasonable attorney's fees and other expenses of collection, incurred as a result of any default.

(d) The City may utilize any other remedy provided by law or equity as a result of Lessee's default.

13.4 Notwithstanding anything contained herein to the contrary, including the occurrence of any default by Lessee, the City may not terminate this Lease for any reason so long as the term of the GSA Lease shall not have expired.

#### 14.

#### COMPLIANCE WITH RULES AND REGULATIONS

Lessee shall observe and obey applicable rules and regulations promulgated by the City and other appropriate local, State and Federal entities having jurisdiction over the Site. Any rules and regulations promulgated by the City shall be of general application to all property or activities within the jurisdiction of the City and shall not be applicable solely to the Site or the Improvements.

#### 15.

#### INSPECTION

The City may, upon reasonable prior notice to Lessee and any sublessee in possession, inspect the Site and any Improvements or alterations thereon during Lessee's or any sublessee's regular business hours.

16.

QUIET ENJOYMENT

The City represents that upon payment of rents when due and upon performance of all other conditions herein, Lessee and any sublessee shall peaceably have, possess and enjoy the Site without hindrance or disturbance from the City.

17.

WAIVER

Should Lessee breach any of its obligations hereunder, the City nevertheless may thereafter accept from Lessee any payment or payments due hereunder and continue this Lease in effect, without in any way waiving the City's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the City of any default, breach, or omission of Lessee under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or omission.

18.

NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the City shall be mailed to:

City Manager  
City of McAlester-  
P. O. Box 578  
McAlester, Oklahoma 74501

All notices to Lessee shall be mailed to:

President  
DLI McAlester LLC.  
450 South Coltrane Road  
Edmond, Oklahoma 73034

The parties from time to time may designate in writing changes in the addresses stated by giving notice as set forth herein.

19.  
SUCCESSORS

The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties.

20.  
ATTORNEY'S FEES, COSTS AND EXPENSES OF LITIGATION

In the event of a breach of this Lease, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs, and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

21.  
SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Site, together with any Improvements, or fixtures located thereon, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or third party whose position was derived from or through Lessee.

22.  
GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma, except to the extent that Federal law is expressly made applicable to this Lease.

23.  
HOLDING OVER

If Lessee remains in possession of the Premises after the expiration of this Lease without written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month which may be terminated at any time by the City or Lessee upon thirty (30) days' written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

24.  
GENERAL PROVISIONS OF THIS LEASE

24.1 The captions or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the interpretation of this Lease.

24.2 Each of the provisions of this Lease shall apply, extend to, be binding upon and inure to the benefit or detriment of the City and Lessee, and to their successors and assigns.

24.3 There shall be no renewal or extension of the term of this Lease by operation of law.

24.4 Nothing contained in this Lease shall make, or shall be construed to make the City and Lessee partners in, of or joint ventures with each other, nor shall anything contained in the Lease render, or shall be construed to render, either the City or Lessee liable to a third party for the debts or obligations of the other.

24.5 Since the Improvements are initially solely for Government use, no advertising matter shall be constructed on or over the Facility or Premises, unless authorized in writing by a GSA Contracting Officer. In the event the GSA Lease terminates, advertising and signage in keeping with the use of the Site and Improvements shall be allowed. During the period of construction of the Improvements the general contractor and any entity providing financing of the Improvements shall be allowed to place signs on the Site regarding their roles as contractor and lender.

24.6 This Lease is executed in three (3) counterparts which are separately numbered but each of which is deemed an original, but all of which shall constitute one agreement.

24.7 The City and Lessee shall execute a Memorandum of Lease in recordable form at the request of either party to this Lease.

24.8 There shall be no merger of this Lease or the leasehold estate in the Site or any part thereof by reason of the same person's acquiring or holding, directly or indirectly, this Lease and the leasehold estate created hereby or any interest in this Lease or in such leasehold estate as well as the fee estate in the Site.

## 25.

### ENTIRE AGREEMENT

This Lease supersedes all prior negotiations, discussions, statements and agreements between the City and Lessee with respect to the Site and Lessee's use and occupancy thereof; no member, officer, employee or agent of the City or Lessee has authority to make, or has made, any statement, agreement representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

IN WITNESS WHEREOF, the City and Lessee have caused these presents to be executed and delivered by their respective authorized representatives as of the date hereof.

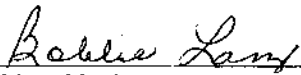
LESSOR:

CITY OF McALESTER, OKLAHOMA,  
a municipal corporation of Oklahoma

By:

  
~~City Manager~~ MAYOR


Attest:

  
City Clerk  
[SEAL]

LESSEE:

DLI McALESTER LLC,  
an Oklahoma limited liability company

By:

  
Calvin R. Burgess, President

131238

Exhibit "A"

A tract of land lying in the Southwest Quarter of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma, said tract of land being a part of the land described in a Warranty Deed recorded in Book D-183, Page 479, of the records of Pittsburg County, and being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma;

THENCE East along the Southerly line of said Section 24, a distance of 521.00 feet (said course being previously described as North 89°58'58" East a distance of 527.58 feet) to a point on the South line of said Section 24;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, and it's Northeasterly extension, a distance of 749.49 feet (said distance being previously described as 750.00 feet) to a point on the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road, and the POINT OF BEGINNING;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet;

THENCE South 45°52'43" East, parallel with said Easterly right of way line (said course being previously described as South 49°00'04" East), a distance of 130.00 feet;

THENCE South 40°59'56" West, parallel with the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet to a point of intersection with the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road;

THENCE North 45°52'43" West, along the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road (said course being previously described as North 49°00'04" West), a distance of 130.00 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 43,495 square feet or 0.9985 acres, more or less.



## LEASE AND CONTRACT

THIS AGREEMENT, entered into this 6 day of February 2002, by and between the City of McAlester, Oklahoma, a Municipal Corporation, PARTY OF THE FIRST PART, and the McAlester Regional Health Center Authority, a public authority, PARTY OF THE SECOND PART, the terms and conditions of which are as follows, to-wit:

- (1) That the PARTY OF THE FIRST PART, for and in consideration of the sum of One Dollar and other good and valuable considerations and in consideration of the covenants and agreements hereinafter contained, does hereby demise, lease and let unto the PARTY OF THE SECOND PART the following described real estate situated in Pittsburg County, Oklahoma.

Residential structure located on Lot 4 & 5, Block 164,  
South McAlester, Pittsburg County, Oklahoma

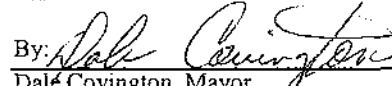
- (2) It is further agreed by and between the parties that the term of this lease shall be for a period of twenty-five (25) years from the date of the execution of this agreement, subject to the provision hereinafter contained for prior termination of this agreement.
- (3) It is mutually understood and agreed that the lands, structures and improvements herein leased shall be for "Hospitality House" for McAlester and shall be operated without profit. It is further agreed that if for a period of twelve (12) months or longer, said PARTY OF THE SECOND PART, fails to use said property, structure and improvements for a "Hospitality House" that this lease shall be at an end and void, and the property structure and improvements shall revert back to the PARTY OF THE FIRST PART.
- (4) It is further understood and agreed that during the term of this lease the PARTY OF THE FIRST PART shall have access to the land and the basement of said structure and will be used by the PARTY OF THE FIRST PART for storage. It is also understood that the PARTY OF THE FIRST PART will indemnify the PARTY OF THE SECOND PART from claims, demands and lawsuits by reason of the use of land and basement in the event that any suit is brought naming the PARTY OF THE SECOND PART as a party defendant by reason of injury or damage to any person or property that the PARTY OF THE FIRST PART will pay all expenses, including expenses, including attorney fees together with all damages incurred by the PARTY OF THE SECOND PART.
- (5) It is also agreed that during the term of this lease said premises shall be under the exclusive jurisdiction (except as noted in paragraph 4 above) of the PARTY OF THE SECOND PART and that the PARTY OF THE SECOND PART will indemnify and hold harmless the PARTY OF THE FIRST PART from claims, liens, demands, and law suites by reason of the use of said premises and in the event that any suit is brought naming the PARTY OF THE FIRST PART as a party defendant by reason of injury or damage to any person or property that the PARTY OF THE SECOND PART will pay all expenses, including attorney's fees, together with all damages incurred by the PARTY OF THE FIRST PART. The PARTY OF THE SECOND PART shall provide proof of liability insurance in the amount of \$ 1 (one) million dollars in fulfillment of this provision. In no case shall the total liability of PARTY OF THE SECOND PART to PARTY OF THE FIRST PART arising as a result of this paragraph shall exceed the sum of \$ 1 (one) million dollars.
- (5A) It is also agreed that during the terms of this Lease, that the PARTY OF THE FIRST PART will indemnify and hold harmless the PARTY OF THE SECOND PART from any claim, liens, demands and lawsuits by reason of any condition which existed or caused by conditions which existed or caused by conditions existing on the date of this Lease and in the event any suit is brought naming PARTY OF THE SECOND PART as a party defendant by reason of inquiry or damages to any person or property by reason of any default in the premises which existed as of the date this agreement is entered into, the PARTY OF THE FIRST PART will pay all expenses, including attorney fees, together with all damages incurred by PARTY OF THE SECOND PART. The PARTY OF THE



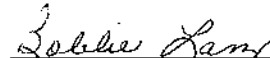
FIRST PART shall provide proof of liability insurance in the amount of \$ 1 (one) million in fulfillment of this provision.

- (6) It is also agreed that the general day-to-day maintenance and general up keep, housekeeping shall be the sole responsibility of the PARTY OF THE SECOND PART. Any major maintenance and/or repairs requiring repair or replacement of major structure components shall be the responsibility of the PARTY OF THE FIRST PART. THE PARTY OF THE SECOND PART shall pay for all utility costs related to the structure, excluding water/sewer and garbage. The PARTY OF THE FIRST PART shall be liable for any damages negligently caused to any third party by such major maintenance and/or repairs requiring major structural components and if the PARTY OF THE SECOND PART is suit or claim or demand made against it for damages occurring as a result of such major maintenance and/or repairs, the PARTY OF THE FIRST PART shall indemnify and hold the PARTY OF THE SECOND PART harmless from such claims. If the PARTY OF THE SECOND PART is sued, then the PARTY OF THE FIRST PART shall reimburse the PARTY OF THE SECOND PART all amounts expended by PARTY OF THE SECOND PART in the defense of such suits and/or in the payment of any judgments rendered against the PARTY OF THE SECOND PART.
- (7) It is further agreed that the PARTY OF THE SECOND PART will not at any time, without permission in writing from the PARTY OF THE FIRST PART, erect any additional structures on said land, cut down any trees and will not sell or remove any sand, gravel, soil or minerals of any kind.
- (8) It is further agreed that the violation of any of the conditions and covenants herein contained by the PARTY OF THE SECOND PART shall, except as herein above indicated, entitle the PARTY OF THE FIRST PART to re-enter said land and structure and take the quiet and peaceable possession thereof and the lease will be terminated. Such action by PARTY OF THE FIRST PART must be exercised only after ten (10) days written notice from PARTY OF THE FIRST PART to PARTY OF THE SECOND PART.

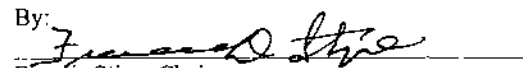
City of McAlester  
PARTY OF THE FIRST PART

By:   
Dale Covington, Mayor

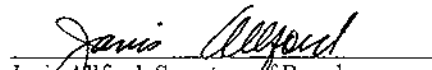
ATTEST:

  
Bobbie Lanz, City Clerk

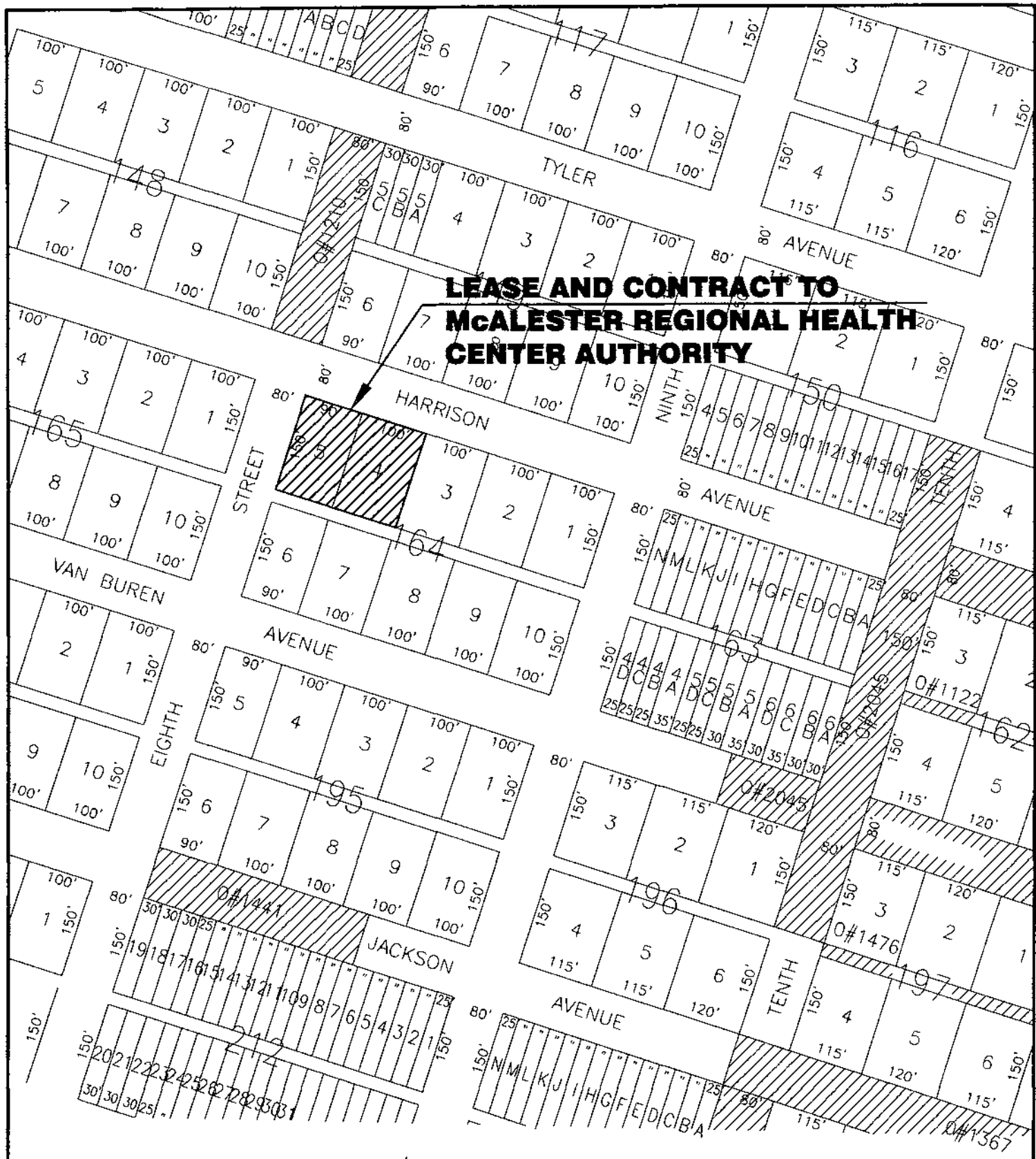
McAlester Regional Health Center Authority  
PARTY OF THE SECOND PART

By:   
Francis Stipe, Chairman

ATTEST:

  
Janis Allford, Secretary of Board

# **LEASE AND CONTRACT TO McALESTER REGIONAL HEALTH CENTER AUTHORITY**



SCALE: 1" = 200'



Prepared By:  
**City of McAlester  
Engineering Department**

# UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich  
Assistant Vice President  
J. A. Anthony  
Director-Contracts  
D. D. Brown  
Director-Real Estate  
M. W. Casey  
General Director-Special Properties  
J. P. Gade  
Director-Facility Management



1800 Farnam Street  
Omaha, Nebraska 68102  
Fax (402) 997-3601

J. L. Hawkins  
Director-Operations Support  
M. E. Heenan  
Director-Administration & Budgets  
D. H. Lightwine  
Director-Real Estate  
T. K. Love  
Director-Real Estate

March 3, 1999

Folder No. 1724-64

MR. RANDY GREEN, CITY MANAGER  
CITY OF MCALESTER  
P.O. BOX 578  
MCALESTER, OK 74502

Dear Mr. Green:

Attached is your original copy of agreement, fully executed on behalf of the Railroad Company.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you should thoroughly review the terms and conditions of the documents and contact the Railroad Company at 1-800-336-9193 to determine if a fiber optic cable is buried on the subject property. When you or your representative enter the Railroad Company's property, a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.

All Insurance Certificates, if required by the agreements, should be forwarded to:

Real Estate Department  
Folder No. 1724-64  
Union Pacific Railroad Company  
1800 Farnam Street  
Omaha, Nebraska 68102

In accordance with the terms of the agreements, 48 hours in advance of entering the right of way you should arrange to notify our Manager of Track Maintenance Office:

Richard Maxwell  
606A Bell Place  
Denton, TX 76201

Fiber Optics Hot Line  
1-800-336-9193

Sincerely yours,

*Roland E. Wedige*  
ROLAND E. WEDIGE

CONTRACT REPRESENTATIVE  
(402) 997-3620

Agreement Number 209038

**NEW PUBLIC HIGHWAY CROSSING AGREEMENT**

South Avenue  
Mile Post - 567.01 on the Choctaw Subdivision  
McAlester, Oklahoma

THIS AGREEMENT, made and entered into as of the 8<sup>th</sup> day of December, 1998, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1800 Farnam Street, Omaha, Nebraska 68102 (hereinafter the "Railroad"), and **CITY OF MCALESTER, OKLAHOMA**, a municipal corporation of the State of Oklahoma, to be addressed at P.O. Box 578, McAlester, Oklahoma 74502 (hereinafter the "Political Body"),

WITNESSETH:

RECITALS:

The Political Body desires to undertake as its project installation of a new concrete crossing (hereinafter the "Project").

The Political Body desires the right to use for the Project that portion of the right-of-way of the Railroad at Mile Post 567.01 on the Choctaw Subdivision (hereinafter the "Crossing Area") shown outlined on the attached print dated October 7, 1998, marked Exhibit "A".

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**ARTICLE 1 - RAILROAD GRANTS RIGHT.**

For and in consideration of the Political Body's agreement to perform and abide by the terms of this Agreement, including Exhibits "A", B, B-1 and C, attached hereto and hereby made a part hereof, the Railroad hereby grants to the Political Body the right to establish, construct, maintain, repair, renew and use a public roadway at grade over and across the Crossing Area, together with the right of entry to control and remove from the Railroad's right-of-way, on each side of the Crossing Area, weeds and vegetation which may obstruct the view of motorists, approaching the Crossing Area, to any trains that may also be approaching the Crossing Area.

**ARTICLE 2 - COMPENSATION**

In consideration of the rights granted herein, the Political Body does hereby agree to pay to the Railroad the sum of **ONE HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS AND EIGHTY NINE CENTS (\$197,698.89)**.

**ARTICLE 3 - ADMINISTRATION FEE.**

Upon execution and delivery of this Agreement, the Political Body shall pay to the Railroad an administrative fee of **FIVE HUNDRED DOLLARS (\$500.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

#### ARTICLE 4 - CERTIFICATE OF INSURANCE.

A. Before any work on the Crossing Area begins, the Political Body (as defined in Section 8(a) of Exhibit B to this Agreement) will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit B-1 of this Agreement in a policy containing the following endorsement:

"Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's performance of the work required for installation of a new concrete crossing."

B. The Political Body WARRANTS that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

C. All insurance correspondence shall be directed to: Union Pacific Railroad Company, Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102, with reference to Folder No. 01724-64.

D. The Political Body may self-insure all or a portion of the insurance coverage required hereunder, subject to Railroad's review and approval. However, the Political Body's contractor/subcontractor (if any) shall obtain and provide evidence of insurance coverage pursuant to Exhibit B-1 of this Agreement.

#### ARTICLE 5 - IF WORK IS TO BE PERFORMED BY CONTRACTOR

If a contractor is to perform any of the work on the Project (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Political Body shall require its contractor to execute the Railroad's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Political Body's contractor be allowed onto Railroad's premises without first executing the Right of Entry Agreement.

#### ARTICLE 6 - FEDERAL AID POLICY GUIDE

The Project is to be financed in whole or in part from funds appropriated by the Federal Government and expended under Federal regulations. It is therefore agreed, by and between the parties hereto, that the Federal Aid Policy Guide contained in Code of Federal Regulations ("CFR") 23, CFR 140 Subpart I and 23 CFR 646, issued by the Federal Highway Administration, and any amendments or supplements thereto which are in effect at the time of the execution of each supplement hereto, are incorporated by reference into this Agreement.

#### ARTICLE 7 - WORK TO BE PERFORMED BY THE RAILROAD

A. The Railroad may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgment may be or become necessary or expedient within the Railroad's right-of-way because of the Project. Such work shall include, without limitation, installation of a new concrete road crossing at South Avenue, installation of warning system with gates and flashing lights and removal of public crossing at Seneca Street.

#### ARTICLE 8 - SPECIAL PROVISIONS

None.

#### ARTICLE 9 - EFFECTIVE DATE; TERM

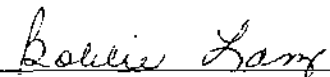
This Agreement shall become effective as of the date first herein written, or the date work commences on the Project, whichever is earlier, and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

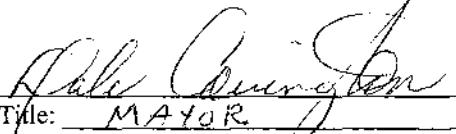
**UNION PACIFIC RAILROAD COMPANY**

By   
Asst. Vice President - Real Estate

ATTEST:



**CITY OF MCALESTER, OKLAHOMA**

By   
Title: MAYOR

Pursuant to Resolution/Order dated:

(Seal)

December 8, 1998

hereto attached.



STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

April 23, 2003

Mr. Don Henderson  
City of McAlester  
McAlester Municipal Airport  
P.O. Box 578  
McAlester, OK 74502

Subject: Facilities Space Agreement for Air Quality Monitoring Site

Dear Mr. Henderson:

Attached is a revised Facilities Space Agreement for the Air Quality Monitoring Site located at present in the Manager's Control Tower Building. Our primary purpose for requesting this relocation is the proposed renovation of the Control Tower Building. The new site location will be on a parcel of land northwest of the National Weather Service Rain Gauge enclosure.

Also attached is the current Facilities Space Agreement dated 1/10/98, and our letter dated 7/29/02 that first described our intentions to relocate. The revised Facilities Space Agreement is unchanged except for the site location description located in paragraph 1.

Our Executive Director has already signed this agreement. If agreeable, please have the city manager sign both copies of the enclosed agreement, and return one of them to the Oklahoma Department of Environmental Quality.

Once again, we would like to express our appreciation to the City of McAlester and the McAlester Municipal Airport for their cooperation in this important project. The data obtained from this monitoring site has been very helpful in determining the impact and extent of industrial pollution from urban areas in adjacent states on rural southeastern Oklahoma.

Kent Stafford  
Environmental Program Manager - Monitoring  
Air Quality Division

KS:cs

Enclosure



## **FACILITIES SPACE AGREEMENT**

This agreement, made and entered into this 30<sup>th</sup> day of April, 2003, by and between **The City of McAlester** hereinafter referred to as "Licensor" and **Oklahoma Department of Environmental Quality**, Air Quality Division hereinafter referred to as "Licensee".

WITNESSETH:

Recognizing the benefits and importance of Oklahoma Department of Environmental Quality to Oklahoma and its citizens and in consideration of the mutual covenants and conditions herein set forth, the Licensor and Licensee agree as follows:

1. **Permit and Purposes:** Licensor hereby confers upon Licensee, its officers, agents, employees, and all persons under contract with Licensee, the non-exclusive privilege to use and occupy, at no cost, the following described owned real estate (the "Site"), to wit:

A parcel of land which will accommodate a 6'-by-8' portable metal building and a 6'-by-20' wooden platform. This land will be approximately 30' Northwest of the National Weather Service Rain Gauge. An 8' right-of-way to accommodate the lawn mowers will be maintained between the Licensee's platform & building and between them and all adjacent fences.

for the purposes of surveying, implementation, construction, installation, operation, maintenance, and repair of a station for monitoring Air Quality parameters.

Licensee's privilege to occupy and use said property includes the privilege of ingress and egress to the above described tract of land owned by Licensor, at reasonable times and for the purposes above stated.

2. **Licensee's Property:** Any and all machinery, equipment, fixtures and all other personal property ("Licensee's Equipment") installed by Licensee for this project shall remain the property of the Licensee.

3. **Commencement – Termination:** This agreement shall commence on the date hereof and shall continue thereafter for an indefinite period until terminated by either party upon thirty (30) days written notice to the other party. Upon termination, Licensee shall have an additional ninety (90) days to remove Licensee's equipment and shall return the premises to its original condition, reasonable wear and tear excepted.

4. **No Assignments or Subleases:** Licensee shall neither assign any rights under this Lease, nor sublet any portion of the premises.



5. **Liability for Damage and Maintenance of Station.** The parties intend that each shall be responsible for the intentional and negligent acts and omissions of themselves, their agents, and employees according to the law. Licensor shall not be responsible for any inspection, maintenance, replacement or repair of Licensee's Equipment.


6. **Security:** Licensee covenants and agrees that only Licensee's authorized personnel shall be permitted to enter the Site on Licensee's behalf, and only in furtherance of a specific business purpose which avoids physical contact with the operating equipment of the other users. Licensee agrees that persons not in Licensee's employ will not enter the Site unless escorted by Licensee.

7. **Entire Agreement:** This License constitutes the entire agreement between Licensor and Licensee and supersedes any previous understandings or oral or written agreements between them respecting the within subject matter.

8. **Modifications:** This license may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

IN WITNESS THEREOF, the parties hereto bind themselves to this license as of the day and year first above written.

**CITY OF McALESTER**  
**McALESTER MUNICIPAL**  
**AIRPORT**

By: 

Printed: Dale Covington

Title: Mayor / Chairman

**OKLAHOMA DEPARTMENT OF**  
**ENVIRONMENTAL QUALITY,**  
**AIR QUALITY DIVISION**

By: 

Printed: Steven A. Thompson

Title: Executive Director



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 24, 2012  
Department: City Manager  
Prepared By: Peter J. Stasiak  
Date Prepared: April 16, 2012

Item Number: 1  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1 - Bringing Handouts to Meeting

### Subject

Discussion and Quarterly Report for McAlester Regional Health Center by David Keith, CEO, McAlester Regional Hospital Center.

### Recommendation

### Discussion

McAlester Regional Health Center Quarterly Report

### Approved By

Department Head  
City Manager

P. Stasiak

*Initial*

*Date*

04/16/12



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>April 24, 2012</u>	Item Number:	<u>2</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 17, 2012</u>	Exhibits:	<u>5</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.

### Discussion

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

See attached.

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	4/17/2012
City Manager	P. Stasiak		4/17/2012

**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 Exhibits A-1 through A-5, 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 24th day of April, 2012.**

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cora Middleton, City Clerk**

**Approved as to form and legality this 24th day of April, 2012.**

\_\_\_\_\_  
**William J. Ervin, City Attorney**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
29	40999		Appropriate Fund Balance	72,288	72,000	284,288
29	40300		Grant Revenue		72,000	72,000
			Total		144,000	

[illegible]

\*\*\* Does not include appropriated fund balance.

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
27	4-0-101		Hotel/Motel Tax	487,500.00	8,000.00	495,500.00
			Total		8,000.00	

[illegible]

Original Budget - Revenues ***	\$ 556,855
Amendments	26,118
Current Budget - Revenues	\$ 582,973
Original Budget - Expenditures	\$ 517,900
Amendments	36,408
Current Budget - Expenditures	\$ 554,308

Approved by the City Council this  
April 24, 2012

Appropriate additional funds for McAlester Sunbelt Classic.

**Mayor**

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

A1112-065

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40106		Sales Tax	7,989,993	134,800	8,124,793
			Total		134,800	

[illegible]

FINANCIAL INFORMATION	
Original Budget - Revenues ***	\$ 14,582,512
Amendments - YTD	371,527
Current Budget - Revenues	\$ 14,954,039
Original Budget - Expenditures	\$ 14,582,512
Amendments - YTD	477,544
Current Budget - Expenditures	\$ 15,060,056

Approved by the City Council this  
April 24, 2012

Approved:

Mayor

**Attest:**

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

City Clerk:



Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
35	40701		Transfer from General Fund	6,458	66,100	72,558
			Total		66,100	

[illegible]

Original Budget - Revenues ***	\$ 755,641
Amendments - YTD	72,558
Current Budget - Revenues	\$ 828,199
Original Budget - Expenditures	\$ 755,641
Amendments - YTD	72,558
Current Budget - Expenditures	\$ 828,199

Approved by the City Council this  
April 24, 2012

Appropriate funds for additional Worker's Compensation Expenditures.

**Mayor**

Posted By	Date	BA#	Pkt.#
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A1112-067

Estimated Revenue or Fund Balance				Balance	Amount of	Balance
Fund	Account			Before	Amendment	After
Number	Number	Department	Description	Amendment	(Decrease)	Amendment
36	40625		Reimbursements	-	2,502	2,502
			Total		2,502	

[illegible]

Original Budget - Revenues ***	\$ 9,606,800
Amendments - YTD	543,471
Current Budget - Revenues	\$ 10,150,271
Original Budget - Expenditures	\$ 9,606,800
Amendments - YTD	160,002
Current Budget - Expenditures	\$ 9,766,802

Appropriated funds for Excess Worker's Compensation premium reimbursement.

City Clerk

FY 11-12 Budget Amendments listed by Fund

					Revenue	Expense	Totals	
011	9/13/11	01	Highway Safety Grant	Approp. Funds for Highway Safety Grant	33,127.00	33,127.00		
020	11/8/11	01	General Fund	Approp Funds for Website Design	-	24,965.00		
023	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	2,789.00		
024	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	14,613.00		
035	12/13/11	01	General Fund	Approp Funds for 7 AED's	-	7,650.00		
037	1/10/12	01	General Fund	Approp. Funds for 2 Parks Trucks	-	56,000.00		
042	1/24/12	01	General Fund	Approp. Funds for Mid-Year Review	212,500.00	212,500.00		
054	3/13/12	01	General Fund	Approp. Funds for Street Light & FEMA Fire Gra	198,750.00	198,750.00		
066	4/24/12	01	General Fund	Approp. Funds for additional Worker's Comp	134,800.00	134,800.00	579,177	685,194
014	10/11/11	02	MPWA	Approp. Fund bal for 2010 CDBG and CIP	-	246,777.00		
021	11/8/11	02	MPWA	Approp. Funds for capital project-Traffic Light	-	20,000.00		
025	11/8/11	02	MPWA	Approp Fund for Pay adjustment	-	17,754.00		
030	11/22/11	02	MPWA	Approp. Funds for capital projects	-	14,441.00		
032	11/22/11	02	MPWA	Approp Fund for equipment and new employees	168,927.00	168,927.00		
033	12/13/11	02	MPWA	Approp. Funds for capital projects	-	31,371.00		
039	1/10/12	02	MPWA	Approp. Funds for Allied Rate Adjustment	59,542.00	59,542.00		
040	1/10/12	02	MPWA	Approp. Funds for capital projects	-	36,883.00		
043	1/24/12	02	MPWA	Approp. Funds for Mid-Year Review	153,000.00	153,000.00		
045	1/24/12	02	MPWA	Approp. Funds for capital projects	5,300.00	5,300.00		
048	2/14/12	02	MPWA	Approp. Funds for Change order	-	(3,300.00)		
050	2/28/12	02	MPWA	Approp. Funds for capital projects	157,500.00	157,500.00	544,269	908,195
026	11/8/11	03	Airport	Approp Fund for Pay adjustment	(7,275.00)	(7,275.00)	(7,275)	(7,275)
027	11/8/11	08	Nutrition	Approp Fund for Pay adjustment	(6,458.00)	(6,458.00)	(6,458)	(6,458)
019	10/25/11	14	Police Grant Fund	Approp Funds for grant for radios	10,000.00	10,000.00	10,000	10,000
056	3/13/12	19	Fire Improvement Grant	Approp. Funds for FEMA Fire Grant	75,000.00	75,000.00	75,000	75,000
006	8/23/11	21	Economic Development	Approp. Fund Bal for ED Proj.	-	669,000.00	-	669,000
010	8/23/11	24	Airport Grant	Approp. Fund Bal for Airport Grant	50,000.00	55,750.00		
012	9/13/11	24	FAA Runway Grant	Approp. Funds for FAA Runway 02/20 drainage	77,212.00	77,212.00		
036	1/10/12	24	Airport Grant	Approp. Fund Bal for Airport Grant	1,976,224.00	1,976,224.00	2,103,436	2,109,186
047	2/14/12	26	Educational Fund	Approp. Funds for Schools -Capital projects	-	700,000.00	-	700,000
017	11/8/11	27	Tourism Fund	Approp. Fund for partnership	-	10,290.00		
052	2/28/12	27	Tourism Fund	Approp. Funds for capital projects	10,000.00	10,000.00		
057	3/13/12	27	Tourism Fund	Approp. Funds for Promotional Advertisement	9,900.00	9,900.00		
059	4/10/12	27	Tourism Fund	Approp. Funds for Promotional Advertisement	(9,900.00)	(9,900.00)		
061	4/10/12	27	Tourism Fund	Approp. Funds for tourism brochure reimb.	5,618.00	5,618.00		
063	4/10/12	27	Tourism Fund	Approp. Funds for McAlester Stampede Trip	2,500.00	2,500.00		
065	4/24/12	27	Tourism Fund	Approp. Funds for McAlester Sunbelt Classic	8,000.00	8,000.00	26,118	736,408
018	10/25/11	29	E-911 Fund	Approp Fund for new personnel positions	-	118,160.00		
029	11/8/11	29	E911 Fund	Approp Fund for Pay adjustment	-	5,418.00		
044	1/24/12	29	E911 Fund	Approp. Funds for Mid-Year Review	88,714.00	88,714.00		
064	4/24/12	29	E-911 Fund	Approp. Funds for E911 Grant	72,000.00	144,000.00	160,714	356,292
005	8/23/11	30	Economic Development	Approp. Fund Bal for ED Proj.	669,000.00	669,000.00		
013	10/11/11	30	Economic Development	Approp. Fund balance for 8 inch Water Main at 1	-	135,150.00		
058	3/13/12	30	Economic Development	Approp. Funds for Promotional Advertisement	9,900.00	9,900.00		
060	4/10/12	30	Economic Development	Approp. Funds for Promotional Advertisement	(9,900.00)	(9,900.00)		
062	4/10/12	30	Economic Development	Approp. Funds for McAlester Stampede Trip	2,500.00	2,500.00	671,500	806,650
003	7/12/11	32	Gifts & Contributions	Appropriate Fund Balances, etc.	-	12,383.60		
053	3/13/12	32	Gifts & Contributions	Approp. Funds for Donations	4,375.00	4,375.00	4,375	16,759
007	8/23/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	142,634.00	233,264.00		
016	10/11/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	148,000.00	148,000.00	290,634	381,264
028	11/8/11	35	Fleet Maintenance	Approp Fund for Pay adjustment	6,458.00	6,458.00		
067	4/24/12	35	Fleet Maintenance	Approp. Funds for additional Worker's Comp	66,100.00	66,100.00	72,558	72,558
068	4/24/12	36	Worker's Compensation	Approp. Funds for Worker's Comp premium	2,502.00	2,502.00	2,502	2,502
001	7/12/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	1,496,933.00		
004	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	-	278,879.00		
008	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	52,004.00		
009	8/23/11	41	Capital Improvement	Approp. Fund Bal for Airport Grant	-	50,000.00		
015	10/11/11	41	Capital Improvement	Approp. Funds for capital projects	172,651.00	172,651.00		
022	11/8/11	41	Capital Improvement	Approp. Funds for capital project-Traffic Light	15,000.00	15,000.00		
031	11/22/11	41	Capital Improvement	Approp. Funds for capital projects	14,441.00	14,441.00		
034	12/13/11	41	Capital Improvement	Approp. Funds for capital projects	31,371.00	31,371.00		
038	1/10/12	41	Capital Improvement	Approp. Funds for 2 Parks Trucks	56,000.00	56,000.00		
041	1/10/12	41	Capital Improvement	Approp. Funds for Utility Maintenance Truck	33,383.00	33,383.00		



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 24, 2012  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: April 17, 2012

Item Number: 3  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

Discussion and update on Financials.

### Recommendation

### Discussion

Discussion on City of McAlester's Financials as of March 31<sup>st</sup>, 2012.

### Approved By

Department Head  
City Manager

Initial  
T. Ervin

P. Stasiak

*PJS*

Date  
4/17/2012  
4/17/2012

**CITY OF MCALESTER - GENERAL FUND**  
**FISCAL YEAR THRU MARCH, 2012**

(Percentage of year completed: 75%)

	GENERAL FUND			% OF BUDGET
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	
<b>BEGINNING FUND BALANCE</b>	<b>\$ 1,711,675</b>	<b>\$ 1,711,675</b>	<b>\$ 1,711,675</b>	
REVENUES	12,245,063	12,786,557	9,746,955	76.23%
EXPENDITURES	(12,740,693)	(13,036,863)	(9,237,471)	70.86%
<b>REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS</b>	<b>\$ (495,630)</b>	<b>\$ (250,306)</b>	<b>\$ 509,484</b>	
TRANSFERS IN	\$ 2,337,449	\$ 2,337,449	\$ 2,120,369	90.71%
TRANSFERS OUT	(1,841,819)	(2,089,290)	(1,800,434)	86.17%
<b>NET TRANSFERS</b>	<b>\$ 495,630</b>	<b>\$ 248,159</b>	<b>\$ 319,935</b>	
<b>INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE</b>	<b>\$ -</b>	<b>\$ (2,147)</b>	<b>\$ 829,419</b>	
<b>ENDING CARRYOVER BALANCE</b>	<b>\$ 1,711,675</b>	<b>\$ 1,709,528</b>	<b>\$ 2,541,094</b>	
ENCUMBRANCES OUTSTANDING	-	-	359,181	
<b>ENDING CARRYOVER BALANCE - UNENCUMBERED</b>	<b>\$ 1,711,675</b>	<b>\$ 1,709,528</b>	<b>\$ 2,900,275</b>	

**CITY OF MCALESTER - MCALESTER PUBLIC WORKS AUTHORITY**  
**FISCAL YEAR THRU MARCH, 2012**

(Percentage of year completed: 75%)

	<b>MPWA FUND</b>			
	<u>ORIGINAL BUDGET</u>	<u>CURRENT BUDGET</u>	<u>ACTUAL</u>	<u>% OF BUDGET</u>
<b>BEGINNING FUND BALANCE</b>	<u><b>\$ 1,382,277</b></u>	<u><b>\$ 1,382,277</b></u>	<u><b>\$ 1,382,277</b></u>	
REVENUES	9,606,800	10,481,612	7,733,186	73.78%
EXPENDITURES	<u>(7,269,351)</u>	<u>(7,675,725)</u>	<u>(5,215,190)</u>	67.94%
<b>REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS</b>	<u><b>\$ 2,337,449</b></u>	<u><b>\$ 2,805,887</b></u>	<u><b>\$ 2,517,996</b></u>	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	<u>(2,337,449)</u>	<u>(2,808,038)</u>	<u>(2,590,958)</u>	92.27%
<b>NET TRANSFERS</b>	<u><b>\$ (2,337,449)</b></u>	<u><b>\$ (2,808,038)</b></u>	<u><b>\$ (2,590,958)</b></u>	
<b>INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE</b>	<u><b>\$ -</b></u>	<u><b>\$ (2,151)</b></u>	<u><b>\$ (72,360)</b></u>	
<b>ENDING CARRYOVER BALANCE</b>	<u><b>\$ 1,382,277</b></u>	<u><b>\$ 1,380,126</b></u>	<u><b>\$ 1,309,917</b></u>	
ENCUMBRANCES OUTSTANDING	<u>-</u>	<u>-</u>	<u>477,215</u>	
<b>ENDING CARRYOVER BALANCE - UNENCUMBERED</b>	<u><u><b>\$ 1,382,277</b></u></u>	<u><u><b>\$ 1,380,126</b></u></u>	<u><u><b>\$ 1,787,132</b></u></u>	

**CITY OF MCALESTER****TREASURY REPORT****MARCH 2012**

<b>BANK/AGENCY</b>	<b>BALANCE 03/31/2012</b>	<b>HIGHEST BALANCE 03/31/2012</b>
<b>FIRST NATIONAL BANK:</b>		
POOLED CASH	\$ 11,204,172	\$ 12,085,552
PAYROLL	10,006	10,277
NON UNIFORM COUNCIL	3,091	3,091
EMPLOYEE DENTAL TRUST	5,235	5,245
FLEXIBLE CAFETERIA	5,235	5,265
2003 A BOND EDUCATIONAL	987,616	987,616
2003B/2004 ECONOMIC DEV	28,644	28,644
STATE FORFEITURE (PD REVOLVING EVIDENC	18,010	18,010
EMERGENCY FUND ACCOUNT	2,737,936	2,737,936
ECONOMIC DEVELOPMENT	576,912	576,912
CIP ACCOUNT	-	-
WORKER'S COMP	95	95
 CD - Emergency - renews 6/14/11 - 1.00%	861,467	861,467
CD - CIP - renews 03/14/2011 - 0.800%	319,310	319,310
CD - Econ Dev - renews 6/14/11 - 1.00%	538,417	538,417
TOTAL	\$ 17,296,147	\$ 18,177,838
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(18,997,905)	(18,997,905)
 (OVER)/UNDER PLEDGED	\$ (2,201,758)	\$ (1,320,066)

**BANK OF OKLAHOMA:**Cash:

BOK Short-Term Cash

340,715\$ 340,715

GENERAL FUND - CLAIM ON POOLED CASH =	\$ 2,246,775
MPWA - CLAIM ON POOLED CASH =	\$ 923,149



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>April 24, 2012</u>	Item Number:	<u>4</u>
Department:	<u>City Manager</u>		
Prepared By:	<u>Peter J. Stasiak, CM</u>	Account Code:	<u></u>
Date Prepared:	<u>April 16, 2012</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>6</u>

### Subject

**Tabled from Previous Meeting.** Discussion and possible action on Agreement between the City of McAlester and McAlester Public Schools for Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012.

### Recommendation

Motion to approve funding of \$15,000 and authorizing the Mayor to sign agreement between the City of McAlester and McAlester Public Schools for the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012.

### Discussion

**This item was tabled on August 23, 2011, to get additional information and was not brought back for final approval.**


The 2012 Junior Sunbelt Baseball Classic is requesting \$15,000, which will be an increase of \$8,000 over 2011 contribution. Please see attachments:

- 1) Request Letter from Larry Barnett, Dugout President – dated **March 28, 2012**
- 2) Presentation PowerPoint Junior Sunbelt Classic with expenses included  
(1<sup>st</sup> presentation at the 8/23/11 City Council Meeting did not include expenses)

**August 23, 2011 City Council Packet included:**

- 3) Agenda Report August 23, 2011
- 4) Request Letter from Nance Hughes – dated July 28, 2011
- 5) 2012 Junior Sunbelt Classic Agreement
- 6) Minutes of City Council Meeting on August 23, 2011

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	04/16/12



1

Office of City Manager

MAR 28 2012

Received

TO CITY OF MEALSCOR,

WE ARE ASKING TO RAISE your DONATION  
FROM \$7,000.00 TO \$15,000.00. STARTING THIS SUMMER,  
WE HAVE A LOT OF EXPENSES INVOLVED IN THE  
JR. SUNBELT CLASSIC.

WE ALSO HAVE A LOT OF REPAIRS TO DO  
AROUND MIKE DEAR FIELD. THE WALLING TRACK AROUND  
THE FIELD WITH NEW TREES & THE REPAIRS AT  
BOYS & GIRLS CLUB. MAKES THE STADIUM LOOK  
LIKE A EYE SOAR.

THANKS

Larry Barnett  
DUE OUR CLUB PRESIDENT

REPAIRS:

NEW ROOF ON STADIUM

NEW FENCE

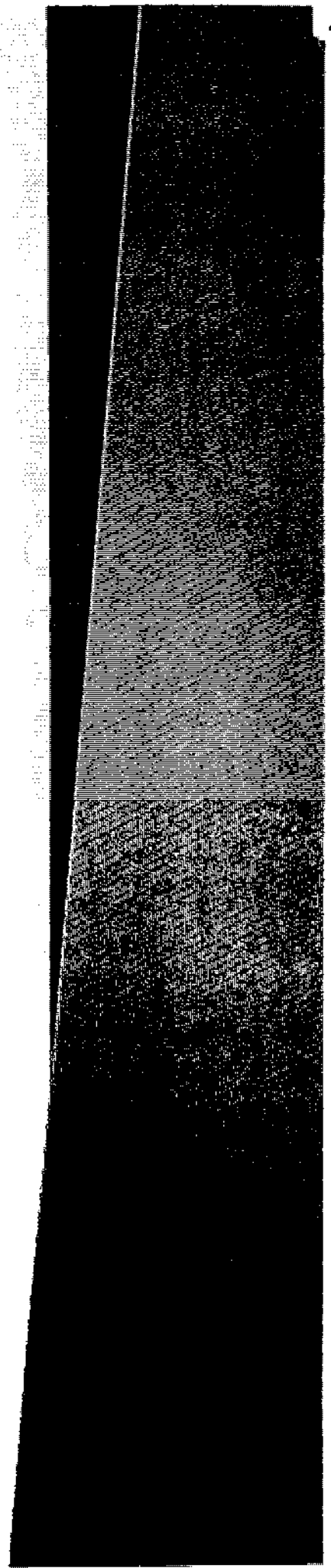
CARPET FOR INDOOR FACILITY

FIELD UP GRADES

*Requested Exps. ~  
Included  
&  
Revenues*

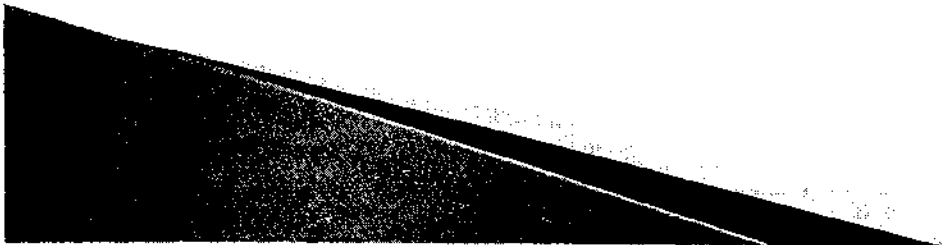
# Junior Sunbelt Classic

June 9-15, 2011



# Junior Sunbelt Classic

- ▶ 15<sup>th</sup> year of hosting in McAlester
- ▶ 10 teams participating – Oklahoma Blue, Oklahoma Gold, Texas, Georgia, Mississippi, Tennessee, Arizona, Colorado, Missouri and Canada
- ▶ 20 players each team
- ▶ Minimum of 4 coaches from each team
- ▶ Families of players visit for tournament
- ▶ 75 local host families



# Junior Sunbelt Classic

Quotes from the McAlester News-Capital August 5, 2010

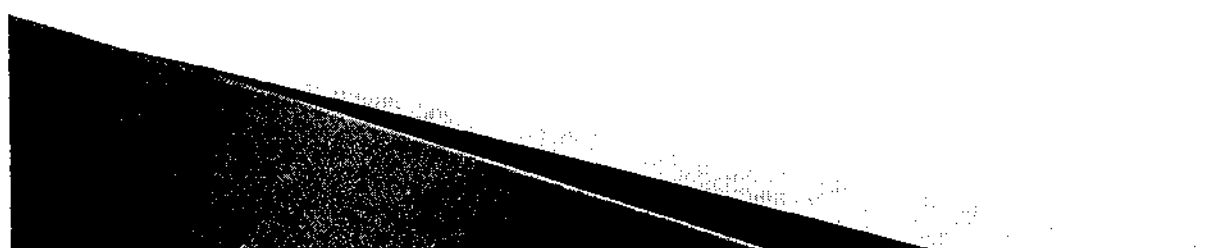
“There’s no doubt that having these tourism things happen, bringing people to town, can only help you.” Mayor Kevin Priddle.

“It’s my understanding that it is the biggest economic impact on the city of anything we have.” Ward 3 Councilor and Vice Mayor John Browne.



# Junior Sunbelt Classic

- ▶ Estimated Revenue Sources to McAlester
  - Coaches Lodging/Food
  - Umpire Lodging/Food
  - Scouts Lodging/Food
  - Visitor Lodging/Food
  - Host Families (Food, Fuel, Etc)
  - Fuel
  - Entertainment



# Junior Sunbelt Classic

## ► Lodging Revenue Estimates for McAlester:

- \$9,240 – Coaches (40 Coaches with 20 rooms x \$77/night for 6 nights)
- \$2,772 – Umpires (12 Umpires x 6 rooms x \$77/night for 6 nights)
- \$2,310 – College and Pro Scouts (10 scouts x 10 rooms x \$77/night for 3 nights)
- \$30,800 – Visiting Families (10 families per team x 10 teams x \$77/night for 4 nights)

TOTAL LODGING ESTIMATE = \$45,122



# Junior Sunbelt Classic

## ► Food Revenue Estimates for McAlester:

- \$9,840 – Coaches (40 Coaches x \$41 day for 6 days)
- \$2,952 – Umpires (12 Umpires x \$41 day for 6 days)
- \$1,230 – College and Professional Scouts (10 scouts x \$41 day for 3 days)
- \$32,800 – Visiting Families (10 families of 2 people x 10 teams x \$41 day/person for 4 days)
- \$22,500 – Host Families (75 families x \$50 day x 6 days)

TOTAL FOOD ESTIMATE = \$69,322



# Junior Sunbelt Classic

TOTAL REVENUE ESTIMATE FOR MCALESTER:

$$\$45,122 + \$69,322 = \mathbf{\$114,444}$$

- \* Estimate does not include: Fuel revenue, sales taxes, lodging taxes, state taxes on rental cars, etc.
- \* Lodging and meal rates based on 2011 Federal Government per diem rates for McAlester, OK.



# Junior Sunbelt Classic

## 2011 Receipts

Banquet/Meal/Programs/Presales	\$2,119
Gate	\$5,419
Concessions	\$5,242
T-Shirts, etc	\$4,441
<u>Sponsors</u>	<u>\$16,000*</u>

**Total Receipts for 2011 = \$33,221**

\*includes \$7000 from the city of McAlester

# Junior Sunbelt Classic

## 2011 Expenses

Banquet Decorations/Vendors	\$695
Expo Rental	\$315
Umpires	\$6,780
Lodging	\$9,451
Food	\$3,504
T-Shirts, etc	\$2,698
MPS Transportation	\$951

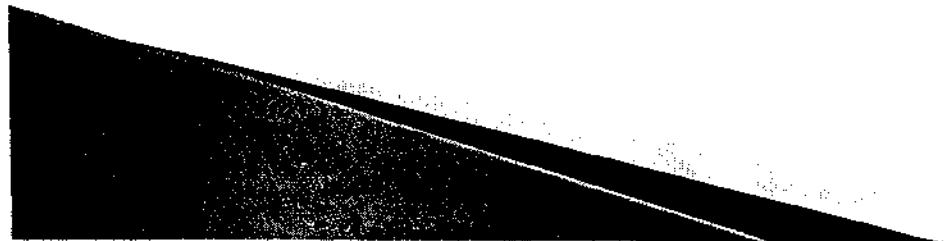
**Total Expenses for 2011 = \$24,394**



# Junior Sunbelt Classic

Bottom Line:

The Dugout Club greatly appreciates the past support and donations from the City of McAlester but in order to continue this tradition we need more help so that improvements can be made to current facility.





# McAlester City Council

## AGENDA REPORT

Meeting Date: August 23, 2011

Item Number: 3

Department: City Manager

Prepared By: Peter J. Stasiak, CM

Account Code: \_\_\_\_\_

Date Prepared: August 15, 2011

Budgeted Amount: \_\_\_\_\_

Exhibits: 3

### Subject

Discussion and possible action, on Agreement between the City of McAlester and McAlester Public Schools for Partial Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic.

### Recommendation

### Discussion

The 2012 Junior Sunbelt Baseball Classic is tentatively scheduled for the week of June 7-14, 2012. They are requesting \$15,000, which will be an increase of \$8,000 over last year's contribution.

### Approved By

Department Head

City Manager

P. Stasiak

Initial

*PJS*

Date

08/15/11

Office of City Manager

JUL 29 2011

Received



*"Committed to Excellence"*

July 28, 2011

To Whom It May Concern:

Each year the City of McAlester has given funds for the Junior Sunbelt Baseball Classic in June. We are requesting an increase in funds for the 2012 Junior Sunbelt because of increasing cost.

The funds that the city supplies, help pay for the motel expenses for coaches and fees for umpires. Junior Sunbelt supplies 2 rooms for each team and rooms for umpires. The umpire fees also increased this year.

This year's cost was:	Motel:	\$ 9,451.03
	Umpires:	\$ 6,780.00
	Total:	\$16,231.03

The gate and concession profits do not pay for the additional expense that it takes to run a festival like this.

Thank you for your consideration.

Sincerely,

Nancy Hughes  
McAlester Public Schools  
Business Manager/Treasurer

**THIS AGREEMENT FOR THE PARTIAL FUNDING of the 2012 JUNIOR  
SUNBELT CLASSIC**

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

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

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

**WHEREAS**, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the "2012 Junior Sunbelt Baseball Classic", which is tentatively scheduled for the week of June 7 through 14, 2012.

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

1. **City.** The City agrees to contribute, after being properly invoiced by the School, Fifteen thousand dollars (\$15,000) for the partial cost of umpire fees and motel expenses for the Sunbelt Classic.
2. **School.** The school agrees to provide the City with a detailed report accounting for the city contribution by no later than August 15, 2012. Further, the School agrees to remit, at the time the School issues a detailed report, any City monies not spent for the purposes outlined in number one.
3. **Term and Termination.** The term of this Agreement shall be from June 1, 2012 until September 1, 2012.
4. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
5. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason to be held invalid, illegality or unenforceability shall not affect any other provision

thereof, and this Agreement shall be construed as if such invalid,  
illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By: \_\_\_\_\_  
Kevin E. Priddle, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

McALESTER PUBLIC SCHOOLS

By: Ann Walker  
Ann Walker, President

ATTEST:

Donna Newman  
Donna Newman, Clerk

8/23/12

6

A motion was made by Councilman Karr and seconded by Vice-Mayor Browne to approve ORDINANCE NO. 2397, amending the Budget for Fiscal Year 2011-2012.

Before the vote, Ms. Ervin reviewed the exhibits for amendment with the Council. 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 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, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

3. Discussion and possible action, on Agreement between the City of McAlester and McAlester Public Schools for Partial Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic. (*Peter J. Stasiak, City Manager*)

*Executive Summary*

The Junior Sunbelt Baseball Classic is an annual event sponsored by the McAlester Public Schools and the City of McAlester.

Vice-Mayor Browne moved to approve an agreement between the City of McAlester and McAlester Public Schools for partial funding of \$15,000.00 in support of the 2012 Junior Sunbelt Baseball Classic. The motion was seconded by Councilman Harrison.

Before the vote, Manager Stasiak commented that he had spoken with Nancy Hughes and had requested additional information from her regarding the Junior Sunbelt Classic. He then requested that the item be tabled until the next meeting.

Councilman Harrison moved to table the item until the next Council meeting. The motion was seconded by Councilman Mason. 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.

4. Consider and act upon, an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2011-2012. (*Jim Lyles, Chief of Police*)

*Executive Summary*

Motion to approve the Inter-Agency Agreement to provide dispatch services to the City of Krebs for fiscal year 2011-2012.

Councilman Karr moved to approve an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2011-2012. The motion was seconded by Councilman Harrison

Before the vote, Police Chief Lyles stated that this was to renew the contract that the City of McAlester and Krebs currently had.

There was discussion among the Council regarding the contract, and applying the CPI to increase the revenue as was currently done with other contract. Councilman Harrison moved to amend the contract increasing the current amount to \$17,782.00.





# McAlester City Council

## AGENDA REPORT

Meeting Date:	04/24/12	Item Number:	5
Department:	Tourism/Expo	Account Code:	
Prepared By:	Jerry Lynn Wilson	Budgeted Amount:	
Date Prepared:	April 4, 2012	Exhibits:	2

### Subject

Consider, and act upon, a request by Eastern Oklahoma State College – GEAR UP Program to partner with them for the rental fee in the amount of \$315.00 for the use of the Expo Center on May 7<sup>th</sup>, 2012.

GEAR UP is an acronym for Gaining Early Awareness and Readiness for Undergraduate Programs. It is a federally-funded grant designed to increase the number of cohort students who are prepared to enter and succeed in postsecondary education.

EOSC's GEAR UP grant is a partnership project with public schools, higher education, communities, financial institutions and business organizations who work together to provide students and their families a range of support services needed to prepare them for college.

### Recommendation

Consider approving this partnership request in the amount of \$315.00.

### Discussion

The Southeast EXPO Center Rental Policy and Procedures, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "WAIVER OF RENTAL FEES – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak	04/16/12

**City of McAlester****"Southeast EXPO Center"**

4500 W. Highway 270  
McAlester, OK 74502

Phone **918/420-EXPO**

Fax **918/426-0207**

**Partnership Request**

Date of Request: April 4, 2012

Name: **Debbie Walters**

Organization: **Eastern Oklahoma State College – GEAR UP**

Phone #: **918-302-3641**

\*\*\*\*\*

Date of Event: **May 7<sup>th</sup>, 2012**

Description of Event: **Motivational Speaker and Two Youth Workshops for the GEAR UP students in SE OK.**

Description & Rate of Scheduled Room: **Room 103** **\$315.00**

**TOTAL OF REQUEST** **\$315.00**

**APPROVED PARTNERSHIPS**

**2011/2012 PARTNERSHIP TOTAL BUDGETED AMOUNT:** **\$ 10,125.00**

**APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2011/12 BUDGET YEAR TO DATE:** **\$9,250.00**

Approved Groups	Requested Date	Event Date/s	Amount
Oklahoma Mission of Mercy	7/15/11	2/2-5/12	\$3,750.00
Pitts. Co. Local Service Coalition	7/15/11	8/25/11	\$375.00
Career & College Tour	9/16/11	11/7-8/11	\$1,500.00
Simonton/EOSC Job Fair	9/28/11	11/11-12/11	\$1,500.00
Italian Festival	1/17/12	5/18-20/12	\$2,125.00

**2011/2012 BUDGETED AMOUNT BALANCE** **\$ 875.00**



[www.eosc.edu](http://www.eosc.edu)

TDD# 800.522.856

Main Campus  
1301 West Main  
Wilburton, OK 74578  
918.465.2361

McAlester Campus  
1802 East College Ave.  
McAlester, OK 74501  
918.426.5272

Higher Ed Center  
2805 N.E. Lincoln Rd.  
Idabel, OK 74745  
580.286.9431

Antlers Site  
405 SW "O"  
Antlers, OK 7452  
580.271.0471

April 3, 2012

City of McAlester

RE: Southeast Expo Center

I am writing to request a partnership for the use of the Southeast Expo Center on Monday, May 7, 2012 for two youth workshops for our GEAR UP students in southeast Oklahoma.

Justin Boudreau, a motivational speaker and author will be presenting two workshops to our cohort students. The "Be YOUnique!" presentation will be conducted at 10 a.m. to the 11<sup>th</sup> and 12<sup>th</sup> graders from 23 cohort schools and "GEARing UP!" presentation will be conducted at 1 p.m. to our 6<sup>th</sup> and 7<sup>th</sup> graders from 30 cohort schools.

Eastern Oklahoma State College's GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) grant is a partnership project with public schools, higher education, communities, financial institutions and business institutions who work together to provide students and their families a range of support services needed to prepare them for college.

Thank you for your consideration in this matter. If you need further information, please do not hesitate to contact me.

Debbie Walters  
Professional Development Coordinator  
Eastern Oklahoma State College *GEAR UP for Success*  
918.302.3641  
[dwalters@eosc.edu](mailto:dwalters@eosc.edu)





# McAlester City Council

## AGENDA REPORT

Meeting Date: April 24, 2012  
Department: Community Services  
Prepared By: Mel Priddy  
Date Prepared: April 11, 2012

Item Number: 6  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider and act upon a Personal Services Agreement with QwikGro Erosion Control, LLC for haybaling on the McAlester Water Shed, the Southside Business Development Center, and the Steven Taylor Industrial Park in the amount of \$7100.00.


### Recommendation

Motion to approve a Personal Services Agreement with QwikGro Erosion Control for haybaling in the amount of \$7100.00.

### Discussion

The Community Services Department received 6 bids for haybaling on the McAlester Water Shed, the Southside Business Development Center and the Steven Taylor Industrial Park. The high bidder was QwikGro Erosion Control in the amount of \$7100.00. QwikGro Erosion Control meets the terms of our agreement.

### Approved By

	Initial	Date
Department Head	MWP	4/11/12
City Manager	P. Stasiak 	4/16/12

**Personal Service Agreement**  
**By and Between the City of McAlester and Qwikgro Erosion Control, LLC**

This Personal Service Agreement made and entered into this 30th day of March, 2012, by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and Qwikgro Erosion Control, LLC, an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

**WHEREAS**, the City desires to allow Contractor to bale hay on the property known as: approximately 330 acres known as the McAlester Water Shed, approximately 32 acres of property known as South Side Industrial Park and approximately 11 acres of property known as Steve Taylor Industrial Park.

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

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

1. GRANT

For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on City property known as the McAlester Water Shed, the Southside Industrial Park , and Steve Taylor Industrial Park (the "Property").

2. TERM

This Agreement shall commence the 1<sup>st</sup> day of May, 2012, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 1<sup>st</sup> day of May, 2013 (the "Term").

3. PAYMENT

The Contractor shall pay the City cash equal to Seven Thousand One Hundred Dollars and no/cents (\$7100.00) for the Term of this Agreement. All sums due to City shall become due and payable within 10 days of approval by the City Council. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.

4. USE

A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.

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

5. TERMINATION

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

6. CONTRACTOR COVENANTS

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

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

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

7. INDEMNIFICATION

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

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

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

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

**Contractor:**

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

**City:**

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

9. ASSIGNMENT

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

10. ENTIRE AGREEMENT

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

11. VENUE

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

12. SEVERABILITY

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

13. BINDING EFFECT

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

14. MISCELLANEOUS DRAFTING PROVISIONS

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

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

Executed for and on the behalf of the City on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF McALESTER**  
An Oklahoma Municipal Corporation

\_\_\_\_\_  
Steve Harrison, Mayor

**ATTEST:**

\_\_\_\_\_  
Cora Middleton, City Clerk

Executed for and on behalf of the Contractor on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR**

\_\_\_\_\_  
Quik Eros Erosion Control  
LLC

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joe Ervin, City Attorney





# CERTIFICATE OF LIABILITY INSURANCE

QWIKG-1

OP ID: LD

DATE (MM/DD/YYYY)

04/02/12

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

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

PRODUCER Jordan Carris Agency P O Box 1125 McAlester, OK 74502 Ryan Owens	918-423-4045 918-423-4079	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 21415
INSURED Qwikgro Erosion Control LLC PO Box 80 Gowen, OK 74545			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBM INSR: WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	4X49101	03/01/12	03/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	4X49101	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X X	4J49101	03/01/12	03/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS DTR-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater		4X49101	03/01/12	03/01/13	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CITYMCA  City Of McAlester PO Box 578 McAlester, OK 74502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Ryan Owens</i>
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# BID TABULATION SHEET

## Haybaling - City of Mcalester Properties

Bid Opening

March 30, 2012, 2:00 P.M.

<u>Bidder</u>	<u>Amount</u>
Quik Gro Erosion Control 429-6396 Harold Heard 329-6818 (Sant)	7,100. <sup>00</sup> 4,000. <sup>00</sup>
Jim Greco	3,805. <sup>00</sup>
David Wright.	5,150. <sup>00</sup>
Texhoma Custom Baling	4,103. <sup>00</sup>
Larry Winters.	4,021. <sup>00</sup>



# McAlester City Council

## AGENDA REPORT

Meeting Date:	April 24, 2012	Item Number:	7
Department:	Police / 911	Account Code:	
Prepared By:	Jim Lyles	Budgeted Amount:	\$143,471.00
Date Prepared:	April 09, 2012	Exhibits:	1

### Subject

Consider and act upon, a quote from AT&T for the upgrade of existing data and equipment in the E-911 Dispatch Center, utilizing the current E-911 Grant.

### Recommendation

Motion to approve the quote for an upgrade to the current E-911 equipment, utilizing the E-911 Grant.

### Discussion

In December 2009, City of McAlester/Pittsburg County 911 was awarded a grant in the amount of \$126,877.44. This is a 50% match grant of which \$47,500 has been spent on the installation of a third 911 - workstation. The grant funds are only allowed to be used for Next Generation 911 network and wireless technology.

An AT&T upgrade to our mapping system is needed because our current mapping solution, Mapstar, is not adaptable for any future enhancements. Upgrading the map display to the Cassidian Next Generation VELA mapping software with AT&T allows compatibility with our existing 911 equipment. In addition, the solution includes the company's DataSync application, which is an automated file distribution application for synchronizing data across a wide or local area network. This would eliminate the need to manually update each workstation.

Another need for the 911 center is a Netclock so that any map updates will be synced to the system at the same time ensuring every position has the same current map data. This will also allow the 911 center to have the same time on all pieces of equipment.

The 911 grant funds also will allow for a mapping position to be placed at the Pittsburg County Sheriffs Office. This would let the county dispatcher have the same visual display of the call that has been received at the 911 center if that call needs to be transferred for a county dispatch.

These upgrades will enhance the Wireless 911 response in the City of McAlester as well as Pittsburg County and extend our Next Generation capabilities.

This grant ends in December 2012. It is important that we get the process started in order to get the equipment ordered and installed in order to receive the 50% matching funds. The total cost of the upgrade will be \$143,471 of which we will receive \$71,735.50 back in funds from the grant.

### Approved By

	Initial	Date
Department Head	JL	04/09/12
City Manager	P. Stasiak <i>PJS</i>	04/16/12



Proposal Date: 3.28.12

( McAlester, OK - 911 )

( ADDITIONAL VELA MAPPING POSITIONS AND NETCLOCK )

AT&T Contact Information	
Sales Contact: Ronnie Freeman Senior Solutions Consultant II Office: 405-291-2579 Email: Ronnie.Freeman.1@att.com	Technical Contact: Brent Trease Technical Sales Consultant II Office: 918-576-2600 Email: Brent.Trease@att.com

**Cassidian 911 Equipment & Services**

Description	NOTE	One Time Charges
VELA Mapping Hardware, Software & Services costs to add ( 4 ) VELA Mapping Positions. Includes 5 yrs Support and Installation ( Details in Note 1 below )	1	\$ 96,199.00
CASSIDIAN EQUIPMENT & SERVICES SUBTOTAL		\$96,199.00

**AT&T Equipment and Services**

Description	NOTE	One Time Charges
AT&T Installation charges & Equipment	2	\$16,393.00
AT&T EQUIPMENT & SERVICES SUBTOTAL		\$16,393.00

**NetClock Costs**

Description	NOTE	One Time Charges
Total Costs for NetClock & Installation	4	\$10,526.00
AT&T EQUIPMENT & SERVICES SUBTOTAL		\$10,526.00

**Total One Time Charges**

Products & Services	NOTE	One Time Charges
Total ( One Time Charges )	NA	\$123,118.00
GRAND TOTAL ( One Time Charges ) Taxes Not Included		\$123,118.00

**OPTIONAL COSTS FOR SHERIFF OFFICE ( 1 POSITION OF MAPPING )**

Description	NOTE	One Time Charges
1 Optional Position of 911 Mapping @ the Sheriff's Office	3	\$20,353.00
AT&T EQUIPMENT & SERVICES SUBTOTAL		\$20,353.00

**NOTES:**

- Costs include: Costs to add 4 VELA Mapping positions (PD - 3 Positions, 1 Alternate Position and 1 Admin Position ).  
Vendor Installation and Training is included.  
Also included is 5 years Software/Vendor support & Onsite ATT technician support for 5 years and Installation costs.  
Data Sync is also included to provide for remote map updates along with 5 years of Cassidian Managed Services.  
New mapping workstations are provided for the 4 new mapping positions. Workstations will be re-used for the 3 - PD Mapping positions.
- Labor charges for AT&T Technicians to install the 5 new 911 mapping position. Also included are the routers needed to terminate the T1 facilities that will connect the remote mapping positions back to the Data Sync server located at McAlester PD.  
( This is an estimate only - labor price is subject to change due to environmental or building conditions which

**( McAlester, OK - 911 )**

**( ADDITIONAL VELA MAPPING POSITIONS AND NETCLOCK )**

may hinder or help AT&T's ability to perform the installation within the estimated time frame and/or with the estimated materials. AT&T will bill actual time and materials ).

3. Optional Costs include : Costs to add 1 VELA Mapping positions at the Sheriff's Office. Installation & Training included. Also included is 5 years Software/Vendor support & Onsite ATT technician support for 5 years and Installation costs. Data Sync is also included to provide for remote map updates along with 5 years of Cassidian Managed Services.
4. Costs for a Spectracom NetClock with capability to support up to 4 separate networks. Included in the costs are all of the equipment and cabling. The customer is required to install the Antenna mount on the roof with a clear view of the horizon. The customer is also responsible to run the cable from the Antenna to the equipment room where the NetClock is located. AT&T will mount the NetClock in the equipment bay and terminate the NetClock end of the connections. Equipment vendors are responsible for connecting the NetClock to their particular equipment.

\*\*\*\*COSTS DO NOT INCLUDE FACILITY / NETWORK COSTS ASSOCIATED WITH THE DATA SYNC CONNECTIVITY \*\*\*\*

**( Quoted Pricing Valid for 90 Days from Proposal date )**

**TAXES ARE NOT INCLUDED IN ALL OF THE ABOVE CHARGES...**



# McAlester City Council

## AGENDA REPORT

Meeting Date: 04/24/2012  
Department: Fire Department  
Prepared By: Brett Brewer  
Date Prepared: 04/17/2012

Item Number: 8  
Account Code:  
Budgeted Amount:  
Exhibits: 3

### Subject

Consider and act upon, awarding a bid to BullEx, Inc., in the amount of \$74,740.00 for one Fire Safety Training Trailer.

### Recommendation

Motion to approve a bid award to purchase one new and unused Fire Safety Training Trailer. In the amount of \$74,740.00.

### Discussion

The McAlester Fire Department was awarded a grant from FEMA to be used to purchase a Fire Safety Training Trailer. The amount of the trailer not to exceed \$75,000.00 with the City of McAlester to contribute 5% of the cost. On March 18, 2012 the Fire Department advertised for bid of the training trailer. One bid proposal was received and opened. It was reviewed by Fire Administration and after some of the accessory options were removed it met minimum requirements. The bid proposal is in the amount of \$74,740.00, with the FEMA grant that would leave the city to contribute \$3,737.00 for a state of the art Fire Safety Training Trailer.

The Fire Administration recommends the award of the bid, in the amount of \$74,740.00, to Bullex Inc.

### Approved By

	Initial	Date
Department Head	BB	04/17/2012
City Manager	P. Stasiak <i>PJS</i>	04/17/2012

~~BID TABULATION SHEET~~  
**ONE (1) FIRE SAFETY TRAILER**

Bid Opening

2012, 10:00 a.m.

Sent Bids to:

~~Bidder~~

Amount

Bullox Inc

20 Corporate Circle  
Albany, NY 12202

Kilde Fire Trainers

17 Phillips Parkway  
Montvale, NJ 07645

Fireblast, Inc

575 Monica Circle  
Corona, Ca 92880

**BID TABULATION SHEET**

**One New and Unused Fire Safety Trailer**

**Bid Opening**

**April 2, 2012, 2:00 P.M.**

Bidder

Amount

Balley Digital Safety  
20 Corporate Circle  
Albany, NY 12203

89,680.<sup>00</sup>/

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McAlester Fire & EMS  
P.O. Box 578  
McAlester, OK 74502

The undersigned bidder, having full knowledge of the requirements of the Service for the listed items and contract documents, and all other conditions of this proposal, agrees to sell to the Service, the listed items for the performance of this specifications, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**One (1) FIRE SAFETY TRAILER**

TOTAL BID \$ 89,680<sup>00</sup>

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal and to enter into a contract if this proposal is accepted.

BULLEX, INC.  
BIDDER

Simon BACINT  
BY (Print)  
[Signature]  
(Signature)

Address  
20 CORPORATE CIRCLE  
ALBANY, NY 12203  
518.689.2023  
Phone

Date

DELIVERY IN NUMBER OF DAYS, 120 DAYS ARO  
(Commencing upon approval of the factory build order)

**Note: 1) PLACE THIS PAGE ON THE FRONT OF YOUR RPROPOSAL**  
**2) Mark outside of bid envelope; "SEALED BID FOR FIRE SAFETY TRAILER"**

**Bid prices shall be valid for 30 days from the date of the Bid Opening**

## BID PROPOSAL

City of McAlester  
Municipal Building  
McAlester, OK 74501

Gentlemen:

The undersigned, having familiarized (himself) (themselves) (itself) with the "Instruction to Bidders" and "Equipment Specifications, and the form of this "Bid Proposal" hereby proposes to furnish those items at the price indicated as follows:

Item Bid No.	Item Description	Equipment Model/Spec. No.	Total No. to Be Purchased	Unit Price	Total Bid Price
1.	New & Unused Fire Safety Trailer	<u>ERTE 021 SMART FIRE</u> <u>SAFETY AND EMERGENCY</u> <u>TRAINING TRAILER</u>	1	\$ <u>89,680<sup>00</sup></u>	\$ <u>89,680<sup>00</sup></u>

Attached hereto and made a part hereof is completed City Equipment Specification forms and literature on all items. In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

3/23/12  
DATE

(SEAL) JENNIFER PEZZE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6185267  
Qualified in Albany County  
My Commission Expires April 14, 2012

ATTEST: Jennifer Pezze

BULLEX, INC.  
Name of Bidder  
BY: [Signature]  
Title: VP Sales

# NON-COLLUSIVE AFFIDAVIT

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority;
- d) The person, signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Simon Salut, deposes and says that he is VP Sales, Balfin, Inc

the party making the foregoing proposal or bid for Al-Alester Fire Safety Plan (Project description), that such proposal or bid is genuine and not collusive and that all stats herein are true.

Signature:

Bidder (if the bidder is an Individual)

Partner ( if the bidder is a Partnership)

Officer (if the bidders is a Corporation)

Subscribed and sworn to before me this 26 day of March, 2012.

My commission expires: 4/14/2012.

Jennifer Pezze  
Notary Public

(Seal)

JENNIFER PEZZE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6185267  
Qualified In Albany County  
My Commission Expires April 14, 2012

### **DELEGATION OF AUTHORITY**

WHEREAS, the undersigned has been authorized and empowered by the Board of Directors of Lion Apparel, Inc. (the "Corporation") to delegate to any officer of the Corporation and its subsidiaries, pursuant to Standing Resolutions of the Board of Directors, a copy of which are attached to this Delegation of Authority, the authority to submit bids for public, governmental and private contracts to supply goods and/or services, to enter into contracts to supply goods and/or services, and to commit corporate resources to fulfill the Corporation's obligations under such contracts..

NOW, THEREFORE, Simon Balint,, VP of Sales of BullEx, Inc., a wholly owned subsidiary of Lion Apparel, Inc, is hereby authorized, empowered and directed with respect to City of McAlester Fire Department Bid Documents and Specifications for One (1) Fire Safety Trailer of March 2012 and its Non-Collusive Affidavit, and to do any and all acts and to execute any and all agreements or documents necessary to consummate the transactions contemplated by such contract(s).


This Delegation of Authority shall remain in full force and effect and may be relied upon by the entity mentioned above until the entity described above receives written notice from the Chair or President of the Corporation of any revocation, modification or substitution of a holder of the delegated powers.

88


The undersigned further certifies that Stephen Schwartz is the President and CEO of the Lion Apparel, Inc. and President of Bullex, Inc. a wholly owned subsidiary of Lion Apparel, Inc., and that the Standing Resolutions attached hereto are in full force and effect and have not been modified, amended or revoked.

Executed this 25<sup>th</sup> day of March, 2012.

LION APPAREL, INC. d/b/a LION;

By:   
Stephen A. Schwartz  
Its President and CEO

BULLEX, INC; a wholly owned subsidiary  
of Lion Apparel, Inc.

By:   
Stephen A. Schwartz  
Its President

# SPECIFICATIONS FOR FIRE SAFETY TRAILER

## 1.0 GENERAL SPECIFICATIONS

It is the intent of this specification to describe the essential minimum requirements for the design, construction and performance of one (1) Fire Safety Trailer and associated equipment to be used by the City of McAlester Fire Department and Cooperating Agencies.

Upon completion, the apparatus will be fully assembled and ready for use. All parts not specifically mentioned, which are required for a complete unit shall conform in design, strength, quality of material and workmanship to be of the highest standard of engineering practice and be a part of the final apparatus.

It shall be equipped with all items indicated as standard equipment in the manufacturer's published literature, whether mentioned in this specification or not

The system shall be designed to accommodate training in a manner which provides for safety first, while allowing for realistic training scenarios. For the purpose of this bid the word "apparatus" shall refer to the Fire Safety Trailer.

Bidder Complies: Yes X No       

### 1.1 CODE COMPLIANCE

Unit shall be designed and built utilizing the most current codes, standards and recommendations published for this type of equipment. Applicable codes include:

- A) NFPA 70, National Electrical Code
- B) UL-508A, Standards for Industrial Control Equipment

Additionally, manufactured units shall be designed to be compliant and meet the criteria for training as specified in the following NFPA manual:

- A) NFPA 1500, Standard on Fire Department Occupational Safety and Health Program

Bidder Complies: Yes X No        \*

\* SEE EXCEPTIONS TO SPECIFICATIONS DOCUMENT, ATTACHED \*

## 1.2 COMPLIANCE WITH APPLICABLE LAWS

The apparatus shall comply with all federal, state, and local laws and regulations, including but not limited to those promulgated by the U.S. Department of Transportation and the State of Oklahoma pertaining to vehicle safety standards and air pollution and emission control. The apparatus shall meet all requirements of any other agencies pertaining to emergency vehicles in the State of Oklahoma at time of contract signing.

Bidder Complies: Yes ☒ No ☐

## 1.3 GENERAL CONSTRUCTION

The design of the equipment shall be in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment. All components shall be designed and protected so that heavy rains or other adverse weather conditions will not interfere with normal servicing or operation.

All electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through frame connector is necessary.

Bidder Complies: Yes ☒ No ☐

## 1.4 ACCEPTANCE

Acceptance of the delivered apparatus and equipment will be made at the completion of all required tests and the receipt of all specified equipment. The goal of the acceptance testing is to show reliable operation of all systems and equipment. Prior to actual acceptance and usage by the Fire Department, the apparatus shall be completely certified by the successful bidder or his/her authorized agent according to the manufacturer's specifications. Equipment items not delivered at the time of the tests or construction not in conformance with the contractor's proposal will be cause for the City of McAlester to withhold payment for entire apparatus.

Bidder Complies: Yes ☒ No ☐

## 1.5 EXCEPTIONS/EQUIVALENT

Any exception, equivalent item or variation in construction, performance, test, or items of equipment between this (purchaser's specification and bidder's proposal) shall be detailed and submitted on a separate sheet(s) along with the bidder's proposal in bid sequence, citing page and paragraph number.

A complete set of contractor's specification and engineering drawings showing the front, left, right, rear, top, interior dimensions and layout view, must be submitted with the bid for the purpose of comparison. The City's specification shall, in all cases, govern the construction of the apparatus; however, if the City's specification does not meet or exceed NFPA 1001, 1403 and 1500, then the later shall apply.

Failure to list any exception means, the bidder is not complying with the specification. Apparatus will be inspected on delivery for compliance with specifications. Deviation will not be tolerated and will be cause for rejection of the apparatus unless there were change orders executed by the Central Procurement Manager or representative. Liquidated damages in the amount of 500.00 per calendar day, shall be deducted for the final payment until the apparatus is considered acceptable.

Should the successful bidder be obstructed or delayed in the work required to be done by changes in the work or by any default, act or omission of the City, by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the successful bidder shall notify the City, in writing, the estimated period of delay.

Satisfactory delivery means that the apparatus arrives at the place designated by the City and all work has been done to correct deficiencies from specifications or mechanical difficulties.

**Bidder Complies:** Yes ☒ No ☐

## 1.6 APPARATUS

Apparatus and equipment is to be the newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable. The successful builder must demonstrate that they have produced a minimum of twelve (12) apparatus of similar design. Exception to this requirement will be cause for immediate rejection.

**Bidder Complies:** Yes ☒ No ☐



### 1.7 DELIVERY TERMS

The bidder must submit a firm delivery date (number of calendar days from the date of the order to date of delivery) of said apparatus with the bid. Quoting number of days after receipt of all components is unacceptable. A deduction of \$500.00 per day will be made for each day over and above the quoted delivery date. The penalty also will apply if the unit(s) is delivered and rejected until the unit(s) is returned meeting specification.

Bidder Complies    Yes   X   No       

### 1.8 PRE-DELIVERY SERVICE

After transportation from the factory and immediately prior to delivery, the apparatus shall receive a pre-delivery service and complete inspection. The inspection shall ensure compliance with proposal, proper inflation of tires, tightening of any loose hardware and repair of any reasonable paint scratches. Service shall include all necessary dealer preparation applicable to new equipment, including proper lubrication and fluid levels. This shall include inspecting all electrical and mechanical devices for proper operation and correction of leaks or obvious problems.

Bidder Complies    Yes   X   No       

### 1.9 EQUIPMENT MOUNTING

All tools and equipment specified/supplied with the apparatus shall be mounted in such a manner as to minimize the potential for damage while the unit is in transit and not have any adverse effect on the training evolutions or operation of the unit.

Bidder Complies    Yes   X   No       

### 1.10 SPECIAL REQUIRMENTS

The apparatus shall be designed and constructed, including mounted equipment, with special consideration of load distribution between the axles and hitch. Weight distribution shall not load the vehicle in such a manner as to exceed any individual axle rating, spring or spring hanger rating, or tire and wheel rating. Axles are to carry weight distribution as per SAE axle loading.

Bidder Complies    Yes   X   No

### 1.11 APPROVAL OF DRAWINGS

Drawings for approval and blueprints with all details must be furnished within 30 days of the pre-construction conference. The engineering drawing must be drawn to scale and representative of the bid unit after the pre-construction conference clarification are incorporated. Drawings shall show, but not be limited to views of both sides as well as front, back, top, chassis, overall length, height and all compartment locations. Vendor shall also include a graphics layout drawing. Generic drawings are unacceptable. Vendor shall also supply updated weight and balance calculations.

The Fire Department will make every effort to correct the approval drawings before they are returned. However, if a variation or omission between the approval drawings and the written specification is discovered, the written specification shall prevail.

Bidder Complies    Yes X    No \_\_\_\_\_

### 1.12 TRAINING AND MAINTENANCE

Within 15 days after delivery, a factory representative shall be present to familiarize those members designated by the Fire Department of the City of McAlester with the basic operation and maintenance of the apparatus and its components.

Bidder Complies    Yes X    No \_\_\_\_\_

### 1.13 WARRANTY

The contractor guarantees that all articles of equipment, including all parts, comply in all respects or are fully equal to standards called for in bid.

- A. **APPARATUS-** The bidder shall warrant the apparatus and effective materials and workmanship for a period of no less than ONE (1) YEAR from the date of acceptance. The bidder's warranty shall conform to those specified here and accompany the bid proposal. This specification shall prevail in any variation between the manufacturer's offered warranty and those required in the specifications, unless an exception has been granted. The successful bidder also agrees to assist the City of McAlester in the coordination of warranty claims of third party manufactured items such as generators, compressors, etc.

Bidder Complies    Yes X    No \_\_\_\_\_

- B. COMPONENT-** Tires, batteries, and electrical devices subject to deterioration from normal wear and tear shall be covered by their respective manufacturer's warranty or guarantee. Any costs involved including, but limited to labor for removal or installation, parts components, and shipping fees, during the warranty period will be the sole responsibility of the bidder. The successful bidder or manufacturer will assist the purchaser in processing warranty claims through the various component manufacturers.

**Bidder Complies**    Yes   X   No       

- C. CUSTOMER SERVICE** – The successful bidder shall provide technical support from a service technician.

**Bidder Complies**    Yes   X   No       

- D. WARRANTY PERIOD** – All warranties on parts and equipment used to construct the vehicle to make it whole must start on the day the apparatus is put into service by the McAlester Fire Department. No equipment will be used to construct a vehicle for the McAlester Fire Department where the manufacturer of such parts does not agree to this condition.

**Bidder Complies**    Yes   X   No

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## 2.0 SPECIFICATIONS FOR FIRE SAFETY TRAILER

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### 2.1 DIMENSIONS

Trailer minimum dimensions shall be length 21 feet not including tongue and hitch. Width shall be 8 feet 6 inches; exterior height shall be (approx.) 10 feet or more.

Bidder Complies Yes ☒ No ☐

### 2.2 CONSTRUCTION

- A. Frame construction will be based off two 6"x2" steel 16" on center steel cross members, with 4 heavy-duty electric stabilizing jacks located at each corner of frame. Frame shall have 5 year construction warranty.

Bidder Complies Yes ☒ No ☐

- B. Tongue shall be A-frame hitch with a 2 5/16 ball with safety chains.

Bidder Complies Yes ☒ No ☐

- C. Floor shall be made from hardwood laminate in kitchen and bedroom.

Bidder Complies Yes ☒ No ☐

- D. Sidewalls shall be constructed of 1 1/4" steel tube with 16" on center.

Bidder Complies Yes ☒ No ☐

- E. The trailer shall include high end trim on interior mountings. Doors shall be minimum 36"x 80" hinged entrance doors for kitchen and bedroom. Connected to the base frame will be a pull-out step. Trailer shall have aluminum alloy wheels with mounted spare.

Bidder Complies Yes ☒ No ☐

- F. All interior wall and mounted furnishings and cabinets shall be secured so not to allow movement during transport from training sites.

Bidder Complies Yes ☒ No ☐

- G. Trailer shall be equipped with a premium 15' Ft. awning

Bidder Complies Yes ☒ No ☐

- H. Trailer shall be equipped with Exterior wheelchair ramp to allow for handicap trainees.

Bidder Complies Yes ☒ No ☐

### 2.3 CUSTOM GRAPHICS PACKAGE

Outside full-color custom graphics to be included in pricing of the training trailer and shall meet the approval of the McAlester Fire Department. Include total design support by designers who will create and customize the graphics to the request of the customer.

Bidder Complies Yes ☒ No ☐

### 2.4 AXLES AND BRAKES

Two 3,500 lb. electric brake torsion axles, with 15 inch aluminum alloy wheels will be mounted to frame to provide stable and safe transport to training sites.

Bidder Complies Yes ☒ No ☐

### 2.5 ELECTRICAL

- A. The bid shall include 10KW portable wheeled generator with electronic start to power all electrical trailer features.

Bidder Complies Yes ☒ No ☐

- B. The generator shall be stored in generator storage compartment built into the exterior storage compartment.

Bidder Complies Yes ☒ No ☐

- C. The bidder shall provide a power cable (50 ft. in length) with all required plugs and adaptors; online Uninterruptable Power Supply system; and two electrical trailer receptacles NEMA Style 125/250 VAC-50 amp & 30 amps.

Bidder Complies Yes ☒ No ☐ \*  
\*SEE EXCEPTIONS TO SPECIFICATIONS DOCUMENT, ATTACHED\*

- D. Trailer shall be equipped with an outdoor GCFI electrical outlet.

Bidder Complies Yes ☒ No ☐

- E. Trailer shall be equipped with a 40" inch TV outside with PREWIRE for future camera package.

Bidder Complies Yes ☒ No ☐

## 2.6 Air Conditioning / Heating System

- A. Two (2) Roof-mounted air conditioning units will be installed.

Bidder Complies Yes ☒ No ☐

- B. 1,000 watt Base Board heaters will be installed in training areas.

Bidder Complies Yes ☒ No ☐

## 2.7 Kitchen / Bedroom

The kitchen/Bedroom area shall include the following features:

- A. Power exhaust fans above each training room.

Bidder Complies Yes ☒ No ☐

- B. Interactive smoke detector response scenario props.

Bidder Complies Yes ☒ No ☐

- C. Heat strips to add to realization of the fire.

Bidder Complies Yes ☒ No ☐

- D. Smoking electrical outlet in both training areas.

Bidder Complies Yes ☒ No ☐

E. A heated smoking door will separate the Kitchen and Bedroom areas.

Bidder Complies Yes ☒ No ☐

F. Kitchen shall be equipped with a mounted TV and DVD player.

Bidder Complies Yes ☒ No ☐

G. A fully interactive burning cook top with fire training scenarios integrated digital flame, smoke and sound effects. Fire that starts and grows dynamically and responds to the actions of the training extinguisher and response of the trainee.

Bidder Complies Yes ☒ No ☐

H. A fully interactive trash can fire prop, and smoking toaster, with integrated digital flames, smoke and sound effects. Fire that responds dynamically to the actions of the training extinguisher and response of the trainee.

Bidder Complies Yes ☒ No ☐

I. Central automated network control switch that allows fire to grow dynamically and spread to other linked smart props for realistic fire expansion scenarios.

Bidder Complies Yes ☒ No ☐

J. A 5 lb. rechargeable laser driven training fire extinguisher with on board sound effects and rechargeable batteries that interact with the smart props. For a total of 2 training extinguishers

Bidder Complies Yes ☒ No ☐

K. 911 phone with dial tone, working buttons, and voice message. Using pre-recorded emergency message or customize message can be made.

Bidder Complies Yes ☒ No ☐

L. All features controlled by a wireless hand held remote.

Bidder Complies Yes ☒ No ☐

M. Bedroom shall be equipped with a window with escape ladder for evacuation.

Bidder Complies Yes ☒ No ☐



## **Exceptions to Specifications – City of McAlester**

1. **Page 1, Section 1.1 Code Compliance:** Minimum Specifications include “Unit shall be designed and built utilizing the most current codes, standards and recommendations published for this type of equipment. Applicable codes include:
  - a. NFPA 70, National Electrical Code
  - b. UL-508A, Standards for Industrial Control Equipment.”
  - Although Bullex’s Live Fire Control Module has been certified UL-508A, this product is not featured as part of the Fire Safety Trailer. No industrial control equipment is necessary to operate the components located within the trailer.
  
2. **Page 9, Section 2.5 Electrical, Paragraph C:** Minimum Specifications include “The bidder shall provide a power cable (50 ft. in length) with all required plug and adapters; online Uninterruptible Power Supply system; and two electrical trailer receptacles NEMA style 125/250 VAC 50-amp & 30 amps.”
  - Based on previous performance, Bullex feels it is not necessary to provide both a 50-amp and a 30-amp receptacle as part of the fire safety trailer; only one receptacle is provided, and will be determined during the initial drawing phase of the project should Bullex be the successful bidder.





# Bullex®

## Quotation

31253

Date: 3/23/12

Sales Person: Russell Herman

Valid Until: 5/3/12

Terms:

General Bullex Terms of Sales Ag

*Anthony with Bullex  
518-542-6207*



McAlester Fire & EMS

607 Village Boulevard, PO Box 578

McAlester, OK 74502

Brett Brewer

918.421.4950

### ERTE 021 Smart Fire Safety and Eme

Price: \$51,650.00

The Smart Fire Safety and Emergency Training Trailer allows you to create numerous hands-on emergency response scenarios with dozens of additional hazard recognition training opportunities. The mobile training environment features two (2) interior rooms, including an Interactive Kitchenette Emergency Training Room and Interactive Bedroom Training Room.

#### **Interactive Kitchenette Emergency Training Room Features:**

- Fully Interactive Burning CookTop Training Scenario. Features Integrated Digital Flame, Smoke, and Sound Effects. Fires start and grow dynamically and respond to the actions of the training extinguisher and response of the trainee.



- 5lb Rechargeable Laser Driven Training Fire Extinguisher, with on-board sound effects and rechargeable batteries, that interacts with the Burning CookTop SmartProp.



- Central automated network control switch that allows fire to grow dynamically and spread to other linked SmartProps for realistic fire expansion scenarios.

- Interactive Smoke Detector Response Scenario Prop, responds automatically to the cook top fire scenario in the room.



- 911 Phone with dial tone, working buttons, and voice message. Use pre-recorded emergency message or customize your own message.

- Wireless handheld remote for initiating or stopping emergency scenarios.



- Cabinets and Sink Props.
- Mock window.
- Training-smoke evacuation fan.
- Door to Interactive Bedroom.



**Interactive Bedroom Emergency Training Room Features:**

- Heated and Smoking Door Prop, with full door heating effects that vary the core temperature from top to bottom, allowing for interactive hazard recognition and evacuation lessons.
- Adjustable temperature control on the door.
- Smoking Electrical Outlet, allowing for electrical safety hazard recognition lessons.
- Smoke Detector with alarm (switch operated).
- Towel rack and towel for smoking door scenario interactions.
- Sliding Window with Exterior Mounted Escape Ladder for EDITH drills.
- Chair, Bed and Lamp Props.
- Door to Interactive Kitchenette.





### **Physical Specifications**

#### **Dimensions**

Length: 21' overall body length plus tongue.

Width: 8' 6".

Exterior height: 11' 0" approx.

#### **Construction**

##### **Exterior Finish:**

0.050 white aluminum.

##### **Frame:**

Two 6" x 2" all steel tube frame rails.

Steel tube wall posts and roof bows.

Sidewalls, Interior: 1¼" steel tube, 16" OC.

Floor: steel cross members 16" OC.

All steel rated ATSM A36 carbon steel.

.032 seamless aluminum roof with slight crown in center.

5 year construction warranty on frame.

##### **Wiring:**

14ga primary wiring (12V).

14ga THHN (15A 120V circuits).

12ga THHN (20A 120V circuits).

Electrical trailer receptacle: NEMA Style. 120/240 VAC.

##### **Other:**

Built in welded corner posts.

Stabilizing jacks on all four corners.

Tongue: A-frame hitch with 2 5/16" coupler and safety chains.

Axles & Brakes: Two 3,500 lb. electric brake torsion axles; brakes on all wheels.

Floor: Wood grain laminate in Kitchen and Bedroom.

High end trim and mounted interior furnishings.

Door: 36" x 80" hinged entrance door for kitchen training room. Pull-out step.

Ventilation: Power exhaust fans above each training room.

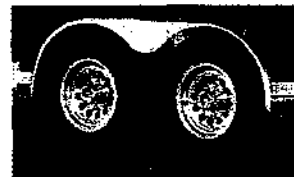


### Additional Accessories/Options

#### **Aluminum Wheels**

- Upgrade standard steel wheels to aluminum.

Price: \$750.00 <sup>2</sup>



#### **Trailer Mounted Spare Tire**

Price: \$350.00 <sup>5</sup>



#### **Awning 15ft.**

- Mounted on entry side of the trailer.

Price: \$1,450.00 <sup>4</sup>



#### **Wheel Chair Ramp**

- Folding ramp 29.2" wide X 8' long with 600lb. capacity. Securing features for ramp during transport and while in use.

Price: \$850.00 <sup>6</sup>



#### **Custom Graphics Package**

- Full-color custom graphics for organization logo and title. Includes total design support by Bullex graphic designers who will create and customize the graphics to the requests of the customer. Includes logo on 3 sides.

Price: \$3,200.00 <sup>6</sup>



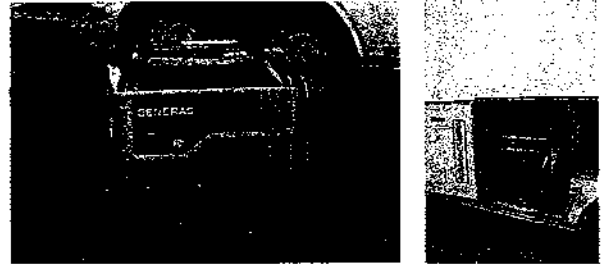
# Bullex®

## Generator Power Package Complete

Package Includes:

- 10 KW Portable Wheeled Generator. Power all electrical trailer features with this gas fueled generator. Fits within the external generator storage compartment built into the kitchenette room.
- 50 foot power cable with all required plugs and adaptors.
- Online UPS system.

**Price: \$5,045.00**



## Outdoor GFCI Power Outlet

**Price: \$175.00**

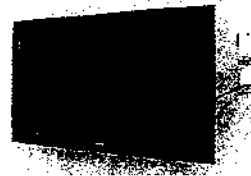


## Exterior Television Package

Package includes:

- 40" or greater flat screen TV.
- Mounting brackets.
- Waterproof exterior power and cable outlets.
- Internal storage and transport location for TV.

**Price: \$2,125.00**



## Camera and Wireless Video Display Package – Prewiring only

**Price: \$400.00**

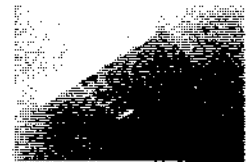
Package Includes prewiring for four (4) wall mounted digital color video cameras.

\*Note: prewiring only; cameras noted above are not included in price\*

## Air Conditioning System

**Price: \$2,550.00**

- Two (2) Roof-mounted premium air conditioners.



## 1000 Watt Baseboard Heaters – each room (2 total)

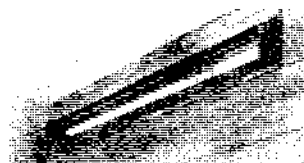
**Price: \$900.00**



### Heated Kitchenette Upgrade

- Adds two (2) Overhead Heaters which vary automatically based on the intensity of the fires to create a fire emergency scenario.
- Upgrades trailer electrical system to handle heaters.
- Upgrades inside ceiling liner to high temperature resistant white aluminum.

Price: \$4,495.00



### Interactive Kitchen Hazard Recognition Package

Package includes:

- Smoking Toaster.
- Smoking Outlet.
- Chemical Cabinet.
- Wall-mounted flat screen TV with DVD player for Safety Videos.

Price: \$4,995.00



### TrashCan Prop

- TrashCan Fire Prop with Integrated Digital Flames, Smoke, and Sound Effects. Fires respond dynamically to the actions of the training extinguisher and response of the trainee.

Price: \$9,895.00



### 5lb. Laser Extinguisher

Price: \$850.00

### Shipping and on-site training

- FOB Destination to McAlester, OK.
- Four hour train the trainer session with a BulEx representative.

Price: Included

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Subtotal	\$89,680.00
Tax:	\$0.00
Delivery:	INCLUDED
Total	\$89,680.00

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**McAlester Fire Department  
Kitchenette, Bedroom Trailer  
3/23/12**

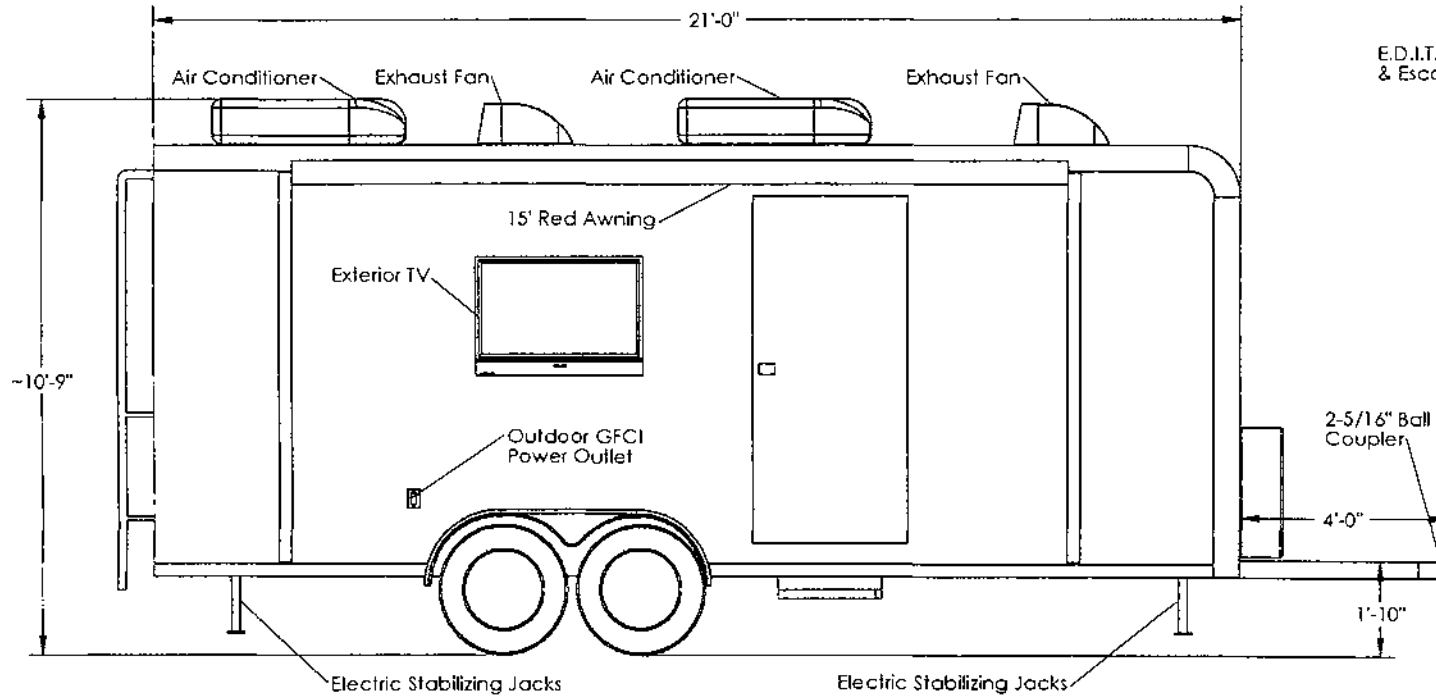
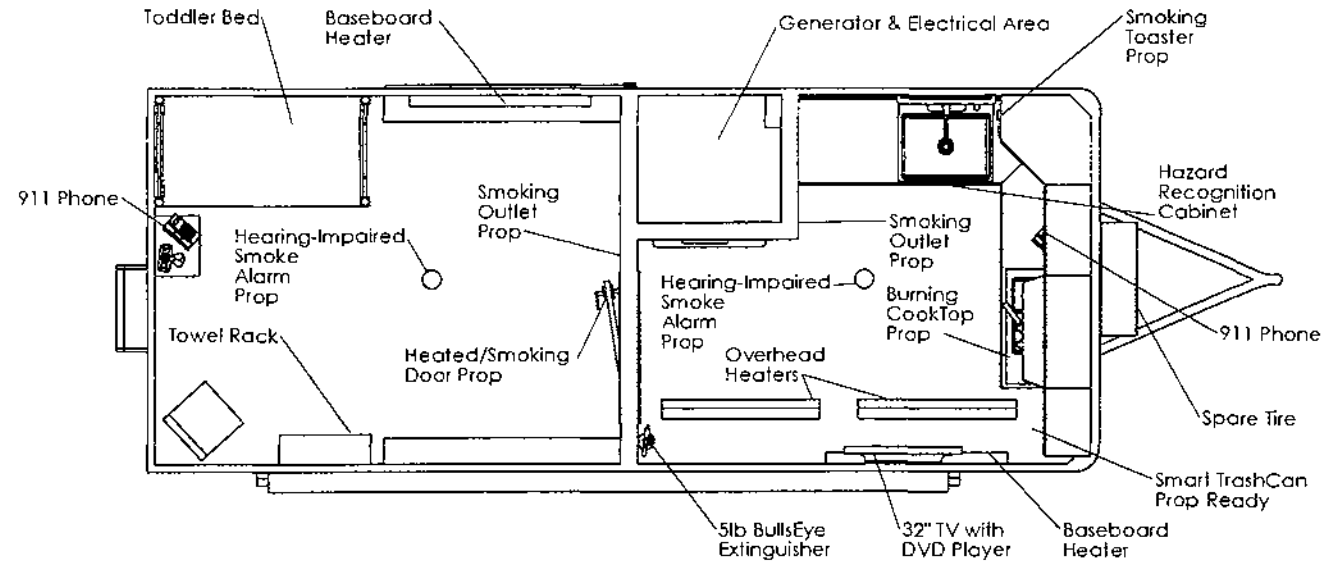
Approval: \_\_\_\_\_

Date: \_\_\_\_\_

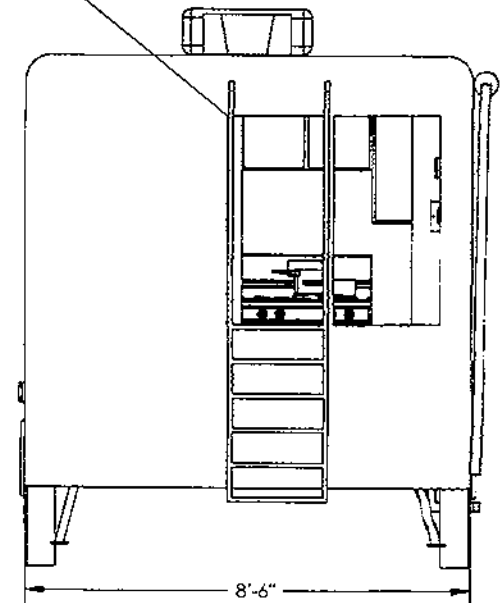
\* all dimensions are approximate

**Notes Additional Features:**

- Interior 12V Lights in both rooms
- Wheel Chair Ramp
- 2nd 5lb Laser Extinguisher
- Aluminum Wheels



E.D.I.T.H. Window  
& Escape Ladder





# McAlester City Council

## AGENDA REPORT

Meeting Date:	April 24, 2012	Item Number:	9
Department:	Public Works-Engineering		
Prepared By:	John C. Modzelewski, PE	Account Code:	02-5973302
Date Prepared:	April 17, 2012	Budgeted Amount:	\$24,000
		Exhibits:	1

### Subject

**Tabled from Previous Meeting.** Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road.

### Recommendation

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road.

### Discussion

This agreement will allow Meshek & Associates PLC to provide engineering services for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road. This Agreement has been reviewed by the City Attorney.

### Approved By

		Initial	Date
Department Head		JCM	04/17/12
City Manager	P. Stasiak		04/17/12



**AGREEMENT  
FOR  
ENGINEERING SERVICES  
MALLARD & FLAMINGO DRAINAGE IMPROVEMENTS DESIGN**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 between the City of McAlester, Oklahoma, a Municipal Corporation of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, PLC hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to acquire engineering services for drainage study and design to construct drainage improvements at the intersection of Mallard Lane and Flamingo Road, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, including drainage study needed to provide an engineering design to construct drainage improvements at the intersection of Mallard Lane and Flamingo Road, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through Line Item 02-5971302.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. PROJECT DESCRIPTION. The scope of the PROJECT is described in Attachment A, PROJECT DESCRIPTION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, BILLING RATE SHEET, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of

the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- 7.5. ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.

- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER's forecast schedules shall be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.
- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

- 10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.
- 10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

12. INSURANCE.

- 12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:
- 12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- 12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

12.1.4. Errors and Omissions Insurance to remain in effect during the PROJECT and the term of any legal liability. Errors and Omissions coverage to be for a minimum of \$1,000,000, deductibles subject to approval.

12.2. ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least 30 days written notice to the CITY.

13. OWNERSHIP AND REUSE OF DOCUMENTS.

13.1. All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.

13.2. CITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended shall be at CITY's risk.

14. TERMINATION OF AGREEMENT.

14.1. The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2. CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY's convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay ENGINEER for all SERVICES performed to the date of termination in accordance with provisions of Attachment D, COMPENSATION. Upon restart of a suspended project, ENGINEER's contract price and schedule shall be equitably adjusted.

15. NOTICE.

Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To ENGINEER: MESHEK & ASSOCIATES, PLC  
1437 S. Boulder Ave.  
Suite 1080  
Tulsa, OK 74119  
Attention: W. Brandon Claborn, PE, CFM

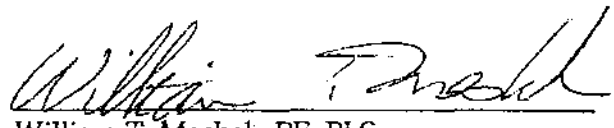
To CITY: CITY OF McALESTER, OKLAHOMA  
P.O. Box 578  
McAlester, OK 74502  
Attention: Cliff Pitner, CFM

- 15.1. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.
16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E and F, and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general SCOPE OF SERVICES in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter shall be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of McAlester, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and/or City of McAlester presentations.

22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Brandon Claborn as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of McAlester.

Meshek & Associates, PLC



William T. Meshek, PE, PLS

Manager, Principal Engineer

Date: 4/17/2012

APPROVED:

CITY OF McALESTER, OKLAHOMA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
MALLARD & FLAMINGO DRAINAGE IMPROVEMENTS DESIGN  
Project Description  
Attachment A**

**SCOPE OF PROJECT.** The PROJECT shall consist of development of an engineering plan to be used to construct drainage improvements at the intersection of Mallard Lane and Flamingo Road.

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
MALLARD & FLAMINGO DRAINAGE IMPROVEMENTS DESIGN  
SCOPE OF SERVICES  
ATTACHMENT B**

The services to be performed by the ENGINEER, Meshek & Associates, PLC, under this AGREEMENT will consist of assistance to the City of McAlester with the improvement of certain drainage structures to mitigate problems with erosion and the overtopping of a street. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. All work must be complete by June 30, 2012.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

- B.1.1. Task 1 – Develop a conceptual plan with hydraulic analysis and cost estimate.*
- a. Perform a field survey*
  - b. Develop easement requirements and acquisition descriptions.*
  - c. Perform geotechnical investigation.*
  - d. Identify utility relocation.*
  - e. Develop a project cost estimate.*
  - f. Deliver conceptual plan and analysis.*



**AGREEMENT  
FOR  
ENGINEERING SERVICES  
MALLARD & FLAMINGO DRAINAGE IMPROVEMENTS DESIGN**

**Responsibilities of the City  
Attachment C**

**RESPONSIBILITIES OF THE CITY.** The CITY agrees:

- C.1**    **Reports, Records, etc.** To furnish, as required by the work, and not at expense to the ENGINEER:

  - C.1.1    Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
  - C.1.2    ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2**    **Access.** To provide access to public and private property when required in performance of ENGINEER's services.
- C.3**    **Staff Assistance.** Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.

  - C.3.1    Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including "potholing".
  - C.3.2    Provide access to CITY property and staff as needed to develop the Conceptual Design Report.
- C.4**    **Review.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
MALLARD & FLAMINGO DRAINAGE IMPROVEMENTS DESIGN**

**Compensation  
Attachment D**

**COMPENSATION.** The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according the Rate Schedule provided in Attachment E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

**D.1            Total Compensation.**

**D.1.1**            For the work under this project, Attachment B, the total maximum billing including direct costs and subconsultant services is Twenty-four Thousand Dollars and No Cents (\$24,000.00), which total amount shall not be exceeded without further written authorization by the CITY. The hourly rate schedule is included in Attachment E of this Agreement. Compensation will be paid for actual hours worked.

**D.2            Subconsultants and Other Professional Associates.**      Services of subcontractors and other professionals shall be compensated for at actual cost if required.

**D.3            Other Direct Costs.**

**D.3.1**            Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.51 per mile or current governmental rate.

**D.3.2**            Printing expenses shall be reimbursed as shown in Attachment E.

**D.3.3**            Any other direct costs shall be compensated for at actual cost.

**D.4            Additional Services.** Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in D.2 and D3.

- D.5        Terminated Services.        If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
- D.5.1       For hourly services as presented in D.2.
- D.6        Conditions of Payment.
- D.6.1       Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER's submittal of his progress payment invoices.
- D.6.2       If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3       If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
MALLARD & FLAMINGO DRAINAGE IMPROVEMENTS DESIGN  
2012 Billing Rate Sheet  
Attachment E**

Hourly Rates For: Meshek & Associates, PLC:

E.1 The billing rates will be as follows:

Project Principal II	\$ 165/hour
Project Principal	\$ 160/hour
Project Manager	\$ 150/hour
Senior Project Engineer	\$ 135/hour
Junior Project Engineer	\$ 105/hour
Engineer Intern	\$ 90/hour
Engineering Technician	\$ 80/hour
Engineering Designer	\$ 90/hour
CAD Technician	\$ 80/hour
Construction Manager	\$ 80/hour
Construction Inspector	\$ 60/hour
Planning and ROW Specialist	\$ 105/hour
Survey Crew Chief	\$ 90/hour
Survey Technician	\$ 45/hour
GIS Project Manager	\$ 125/hour
GIS Specialist III	\$ 115/hour
GIS Specialist II	\$ 90/hour
GIS Specialist I	\$ 85/hour
GIS Analyst	\$55/hour
Clerical	\$60/hour

E.2 Travel Expense:

Total mileage traveled for field and office visits x \$0.51/mile or current government rate.

E.3 Reproduction costs:

E.3.1 In-house reproduction:

8-1/2"x11" black/white	\$ 0.08/each
8-1/2"x11" color	\$ 0.15/each
11"x17" black/white	\$ 0.20/each
11"x17" color	\$ 0.35/each
22" x 34" black/white	\$ 3.00/each
22" x 34" color	\$ 10.00/each
Black and White Plots	\$ 18.00/each
Color Plot	\$ 28.00/each

E.3.2 Outside reproduction - At Cost plus 15%

E.4 Miscellaneous expenses and sub-consultant fees: At Cost plus 5%

**PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE**  
**Attachment F - Schedule**

	Start	End
B.1.1. Develop conceptual plan with hydraulic analysis and cost estimate	May-12	June-12
a. Perform Survey		
b. Develop easement requirements and acquisition descriptions		
c. Perform geotech investigation		
d. Identify utility relocations		
e. Develop cost estimate		
c. Deliver conceptual plan and analysis		



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>April 24, 2012</u>	Item Number:	<u>10</u>
Department:	<u>City Manager</u>	Account Code:	<u></u>
Prepared By:	<u>Peter J. Stasiak</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 16, 2012</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, a Resolution to adopt the Capital Improvement Program 2012/2013-2016/2017.

### Recommendation

Motion to approve the Resolution adopting the Capital Improvement Program for 2012/2013-2016/2017.

### Discussion

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

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak

*PJS*

04/16/12

RESOLUTION NO. \_\_\_\_\_

## **Capital Improvement Plan 2012/2013 – 2016/2017**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of McAlester, Oklahoma, hereby approves the Capital Improvement Plan 2012/2013 – 2016/2017.

**PASSED and APPROVED** at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 24th day of April, 2012.

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cora Middleton, City Clerk**



## CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

PUBLIC WORKS														
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2012/13		FY 2013/14		FY 2014/15		FY 2015/16		FY 2016/17		TOTAL
BUILDINGS	Public Works	Public Works Facility (Additions & storage facilities)		390,000	CIP	100,000	CIP	120,000	CIP	135,000	CIP	150,000	CIP	895,000
BUILDINGS	Public Works	Public Works Facility (Lawn Mower Lift)	P #4	5,000	CIP									5,000
BUILDINGS	Public Works	Public Works Facility (Industrial Water Cooler Fans: 4)		8,000	CIP									8,000
BUILDINGS	Public Works	Public Works Facility (Drive on lift for 10-wheel trucks)				100,000	CIP							100,000
BUILDINGS Total				403,000		200,000		120,000		135,000		150,000		1,008,000
MISCELLANEOUS	Public Works	Construct New Cell at Landfill		1,500,000	CIP									1,500,000
MISCELLANEOUS	Public Works	Pre-Warning Lighting Detection System		16,000	SIF	17,000	SIF	19,000	SIF					52,000
MISCELLANEOUS Total				1,516,000		17,000		19,000						1,552,000
STREET/OTHER	Public Works	Repair of concrete lined channels and canals		213,000	SIF	165,000	SIF	182,000	SIF	200,000	SIF	220,000	SIF	980,000
STREET/OTHER	Public Works	Street Reconstruction Program	P #1	625,000	SIF	660,000	SIF	726,000	SIF	800,000	SIF	880,000	SIF	3,691,000
STREET/OTHER	Public Works	Traffic Signal Upgrade Program (includes video detection)		195,000	SIF	215,000	SIF	235,000	SIF	260,000	SIF	285,000	SIF	1,190,000
STREET/OTHER	Public Works	Washington Avenue Bridge design for repair				100,000	SIF							100,000
STREET/OTHER	Public Works	GIS needs assessment and implementation		30,000	CIP	100,000	CIP	100,000	CIP	100,000	CIP			330,000
STREET/OTHER	Public Works	Washington Avenue Bridge Repair						1,500,000	SIF					1,500,000
STREET/OTHER	Public Works	Traffic Signal upgrades on Choctaw at Second and Third						215,000	SIF	235,000				450,000
STREET/OTHER	Public Works	Traffic Signal (Strong/Monroe Intersection)				195,000	SIF							195,000
STREET/OTHER Total				1,063,000		1,435,000		2,958,000		1,595,000		1,385,000		8,436,000
VEHICLES/EQUIPMENT	Public Works	Utility Truck 4x4 (Fleet Maintenance)						35,000	CIP					35,000
VEHICLES/EQUIPMENT	Public Works	Jet Plotter - for computer drawings		9,300	CIP									9,300
VEHICLES/EQUIPMENT	Public Works	Upgrade GPS Equipment and Software						24,000	CIP					24,000
VEHICLES/EQUIPMENT	Public Works	Street Sweeper (Streets)				250,000	SIF							250,000
VEHICLES/EQUIPMENT	Public Works	Wrecker/Tow Truck (Fleet Maintenance)										150,000	CIP	150,000
VEHICLES/EQUIPMENT	Public Works	Integrated Tool Carrier (Front End Loader)				185,000	SIF							185,000
VEHICLES/EQUIPMENT	Public Works	Joint/Crack Sealer with compressor	P #3	56,000	SIF									56,000
VEHICLES/EQUIPMENT	Public Works	AP600 Asphalt Paver (Streets)	P #2	315,000	SIF									315,000
VEHICLES/EQUIPMENT	Public Works	Roll-Off Truck (Solid Waste)				115,000	CIP							115,000
VEHICLES/EQUIPMENT	Public Works	Pickup Truck (Streets)						45,000	CIP					45,000
VEHICLES/EQUIPMENT	Public Works	Scales (Solid Waste/Landfill) if landfill cell is not built in FY12/13						75,000	CIP					75,000
VEHICLES/EQUIPMENT	Public Works	Arrow Board with Trailer (Message Board)		22,000	SIF									22,000
VEHICLES/EQUIPMENT	Public Works	Dump Truck (Streets)				150,000	SIF	165,000	SIF	175,000	SIF			490,000
VEHICLES/EQUIPMENT	Public Works	Utility Truck 4x4 (Fleet Maintenance)								35,000	CIP			35,000
VEHICLES/EQUIPMENT	Public Works	Brush Chipper (Solid Waste/Landfill)		500,000	CIP									500,000
VEHICLES/EQUIPMENT	Public Works	Pickup Truck (Engineering)										30,000	SIF	30,000
VEHICLES/EQUIPMENT	Public Works	Genie GS-1930 Lift (Facility Maintenance)		16,000	CIP									16,000
VEHICLES/EQUIPMENT	Public Works	Truck Mounted Asphalt Oil Distributor (1,000 gal)				240,000	SIF							240,000
VEHICLES/EQUIPMENT	Public Works	Walk behind concrete/asphalt saw (Streets)	P #5	26,000	SIF									26,000
VEHICLES/EQUIPMENT Total				944,300		940,000		344,000		210,000		180,000		2,618,300
Grand Total				3,926,300		2,592,000		3,441,000		1,940,000		1,715,000		13,614,300
				P = PRIORITY										

Key: Airport(AR); Cemetery Care (CM); CIP Fund(CIP); County Sales Tax for Fire(CT); Donations(D); E-911(E9); Econ Development(ED); Expo(EX); Grant(GR); Nutrition Fund(NF); Revenue Bonds(RB); Street Improvement Fund(SIF); Tourism Fund(TF); Other(O)

**CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM**

PUBLIC UTILITIES										
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	TOTAL	
VEHICLES/EQUIPMENT	Utilities	Dump Truck (Utility Maintenance)		115,000	CIP		115,000	CIP		230,000
VEHICLES/EQUIPMENT	Utilities	Backhoe (Utility Maintenance)	P #4	86,000	CIP		86,000	CIP		172,000
VEHICLES/EQUIPMENT	Utilities	Pickup Truck (Utility Maintenance) 1/2 Ton					26,000	CIP		26,000
VEHICLES/EQUIPMENT	Utilities	Pickup Truck (Wastewater Treatment) Half-ton	P #3	26,000	CIP					26,000
VEHICLES/EQUIPMENT	Utilities	Pickup Truck (WW Treatment) 1 ton w/tool box			29,000	CIP				29,000
VEHICLES/EQUIPMENT	Utilities	Dump Truck (Wastewater Treatment)						115,000		115,000
VEHICLES/EQUIPMENT	Total			227,000	29,000	227,000	-	115,000		598,000
WASTEWATER	Utilities	Grit Removal Unit for East Treatment Plant			539,000	CIP				539,000
WASTEWATER	Utilities	Addition of Clarifier at East Wastewater Treatment Plant				805,000	CIP			805,000
WASTEWATER	Utilities	Rehabilitation of Two Clarifiers @ West Treatment Plant			984,500	CIP				984,500
WASTEWATER	Utilities	Wastewater Main Extension (Across Hwy 69 and 14th Street)					300,000	ED		300,000
WASTEWATER	Utilities	Katy Lift Station Rehabilitation	P #5	55,000	CIP					55,000
WASTEWATER	Total			55,000	1,523,500	805,000	300,000	-	-	2,683,500
WATER	Utilities	WTP Residuals Handling Improvements - CONSENT ORDER	P #1	875,400	CIP					875,400
WATER	Utilities	CDBG Infrastructure Replacement	P #2	75,000	CIP	75,000	75,000	75,000	CIP	375,000
WATER	Utilities	Lake McAlester Intake Pump Header Replacement							50,000	50,000
WATER	Utilities	Raw Water Main Valves (Between Lake McAlester & WTP)				50,000	CIP			50,000
WATER	Utilities	Water Distribution Improvements - 12" main on Main Street			1,000,000	CIP				1,000,000
WATER	Utilities	Water Line Extension (W. Hereford Lane - 7th Street to Hwy. 69)				750,000	ED			750,000
WATER	Utilities	WTP Chlorine Gas Feed Equipment Replacement				100,000	CIP			100,000
WATER	Utilities	WTP Chlorine Gas Building (hazardous, chlorine by admin.)				75,000	CIP			75,000
WATER	Utilities	WTP Chemical Spill Containment					50,000	CIP		50,000
WATER	Utilities	Lake McAlester Pump Station Variable Speed Drives					200,000	CIP		200,000
WATER	Utilities	Tallawanda Lake Intake Improvements					350,000	CIP		350,000
WATER	Total			950,400	1,075,000	1,050,000	675,000	125,000	CIP	3,875,400
Grand Total				1,232,400	2,627,500	2,082,000	975,000	240,000		7,156,900
			P = PRIORITY							

Key: Airport(AR); Cemetery Care (CM); CIP Fund(CIP); County Sales Tax for Fire(CT); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); Grant(GR); Nutrition Fund(NF); Revenue Bonds(RB); Street Improvement Fund(SIF); Tourism Fund(TF); Other(O)

**CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM**

COMMUNITY SERVICES											
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	TOTAL		
BUILDINGS	Community Services	EXPO Center (Replace Upstairs Carpet)		44,000	EX				44,000		
BUILDINGS	Community Services	Slip Center (Replace HVAC Unit)			25,000	CIP			25,000		
BUILDINGS	Community Services	Cemetery (New Storage Building, Oak Hill)				60,000	CM		60,000		
BUILDINGS	Community Services	Replace Stage (EXPO)	P #4	22,000	EX				22,000		
BUILDINGS	Community Services	Replace Front Walkin Doors (EXPO)			25,000	EX			25,000		
BUILDINGS Total				66,000	50,000	60,000	-	-	176,000		
MISCELLANEOUS	Community Services	Christmas Decorations		18,000	TF	18,000	TF	18,000	TF	18,000	
MISCELLANEOUS Total				18,000	18,000	18,000	18,000	18,000	90,000		
PARKS/RELATED PROJ	Community Services	Softball Complex Drainage Improvements			145,000	TF			145,000		
PARKS/RELATED PROJ	Community Services	Chadick Park (Replace Playground Equipment)	P #2	125,000	CIP				125,000		
PARKS/RELATED PROJ	Community Services	New Bathroom - Hutchison Park		40,000	CIP				40,000		
PARKS/RELATED PROJ	Community Services	Connolly Park (Replace Playground Equipment)			50,000	CIP			50,000		
PARKS/RELATED PROJ	Community Services	Disc Golf Course				20,000	CIP		20,000		
PARKS/RELATED PROJ Total				165,000	195,000	20,000	-	-	380,000		
STREET/OTHER	Community Services	ADA Improvements (Required Expenditures)		32,500	GF	32,500	GF	32,500	GF	32,500	
STREET/OTHER	Community Services	EXPO Center Parking Lot (Expansion)				182,000	EX		182,000		
STREET/OTHER	Community Services	Cemetery (North Town Road Improvements)					42,000	CM		42,000	
STREET/OTHER Total				32,500	32,500	214,500	74,500	32,500	386,500		
VEHICLES/EQUIPMENT	Community Services	Pickup Truck w / Crew Cab (Parks)			29,000	CIP			29,000		
VEHICLES/EQUIPMENT	Community Services	Replacement Tables & Chairs (EXPO)		10,000	EX	10,000	EX	10,000	EX	10,000	
VEHICLES/EQUIPMENT	Community Services	Backhoe (Cemetery)	P #1	75,000	CIP				75,000		
VEHICLES/EQUIPMENT	Community Services	Chipper (Parks)	P #3	50,000	CIP				50,000		
VEHICLES/EQUIPMENT	Community Services	Pickup (Cemetery) Half Ton			22,000	CM			22,000		
VEHICLES/EQUIPMENT	Community Services	Mower (Cemetery)		17,500	CM		18,150	CM	35,650		
VEHICLES/EQUIPMENT	Community Services	Packer Truck (Parks)						75,000	CIP	75,000	
VEHICLES/EQUIPMENT	Community Services	Stump Cutter (Parks)			30,000	CIP			30,000		
VEHICLES/EQUIPMENT	Community Services	Van (Grant Match for Senior Citizens)					9,000	NF	9,000		
VEHICLES/EQUIPMENT	Community Services	Phoenix ULV Fogger				30,000	CIP		30,000		
VEHICLES/EQUIPMENT	Community Services	Zero Turn Riding Mower				9,500	CIP		9,500		
VEHICLES/EQUIPMENT	Community Services	Mowing Tractor for Brush Hog			45,000	CIP			45,000		
VEHICLES/EQUIPMENT	Community Services	Pickup (EXPO)		19,000	EX				19,000		
VEHICLES/EQUIPMENT	Community Services	Tycrop Top Dresser (Softball Complex)	P #5	7,500	TF				7,500		
VEHICLES/EQUIPMENT	Community Services	Replacement Tables & Chairs (Nutrition)		7,500	NF	7,500	NF		15,000		
VEHICLES/EQUIPMENT Total				186,500	143,500	67,650	19,000	85,000	501,650		
Grand Total				468,000	439,000	380,150	111,500	135,500	1,534,150		
P = PRIORITY											

Key: Airport(AR); Cemetery Care (CM); CIP Fund(CIP); County Sales Tax for Fire(CT); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); Grant(GR); Nutrition Fund(NF); Revenue Bonds(RB); Street Improvement Fund(SIF); Tourism Fund(TF); Other(O)

**CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM**

FIRE													
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2012/13		FY 2013/14		FY 2014/15		FY 2015/16		FY 2016/17	TOTAL
VEHICLES/EQUIPMENT	Fire	S.C.B.A. Packs (Self Contained Breathing Apparatus)		48,000	CT	48,000	CT	48,000	CT	48,000	CT	48,000	240,000
VEHICLES/EQUIPMENT	Fire	Replacement Ambulance for outdated equipment				140,000	CIP						140,000
VEHICLES/EQUIPMENT	Fire	Bunker Gear Replacement								9,000	CT	9,000	18,000
VEHICLES/EQUIPMENT	Fire	Class A Pumper - Engine 3 (Replacement)				475,000	CIP					500,000	975,000
VEHICLES/EQUIPMENT	Fire	Pickup (Assistant Chief, current model is 1993)						45,000	CIP				45,000
VEHICLES/EQUIPMENT	Fire	2 - 4x4 Pickups (Fire Dept Support Unit & Fire Marshall)				35,000	CIP			35,000	CIP		70,000
VEHICLES/EQUIPMENT	Fire	ALS Cardiac Monitors				35,000	CIP						35,000
VEHICLES/EQUIPMENT	Fire	Southside Station Remodel				50,000	CIP						50,000
VEHICLES/EQUIPMENT	Fire	Fire Safety Tow Vehicle		40,000	CIP								40,000
VEHICLES/EQUIPMENT	Fire	Computer Aided Dispatch (4)		30,000	CIP								30,000
VEHICLES/EQUIPMENT	Fire	Cascade Compressor (SCBA Bottle Refills)		12,000	CT								12,000
VEHICLES/EQUIPMENT Total				130,000	-	783,000	-	93,000	-	92,000	-	557,000	1,655,000
Grand Total				130,000	-	783,000	-	93,000	-	92,000	-	557,000	1,655,000

Key: Airport(AR); Cemetery Care (CM); CIP Fund(CIP); County Sales Tax for Fire(CT); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); Grant(GR); Nutrition Fund(NF); Revenue Bonds(RB); Street Improvement Fund(SIF); Tourism Fund(TF); Other(O)

# CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

POLICE										
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	TOTAL	
BUILDINGS	Police	Reserve Center Remodel		150,000	CIP				150,000	150,000
BUILDINGS Total				150,000		-			150,000	150,000
MISCELLANEOUS	Police	Automated Ticket Writing		57,000	CIP				57,000	57,000
MISCELLANEOUS	Police	INCODE Police Module					146,000	CIP	146,000	146,000
MISCELLANEOUS Total				57,000			146,000		203,000	203,000
VEHICLES/EQUIPMENT	Police	Police Vehicles and Equipment (3/year)		148,000	CIP	188,000	CIP	228,000	CIP	234,000
VEHICLES/EQUIPMENT	Police	Animal Control Truck				21,000	CIP			21,000
VEHICLES/EQUIPMENT	Police	Police Vehicle (CID)		37,000	CIP					37,000
VEHICLES/EQUIPMENT	Police	Police Vehicles (ADMN)		37,000	CIP	37,000	CIP			74,000
VEHICLES/EQUIPMENT	Police	Bullet Proof Vests			29,500	CIP		21,000	CIP	50,500
VEHICLES/EQUIPMENT	Police	Service Weapons (42)			16,800	CIP				16,800
VEHICLES/EQUIPMENT	Police	Hand Held Walkies (42)						33,600	CIP	33,600
VEHICLES/EQUIPMENT Total				222,000	-	271,300	-	249,000	-	1,270,900
Grand Total				429,000	-	271,300	-	249,000	-	1,623,900

Key: Airport(AR); Cemetery Care (CM); CIP Fund(CIP); County Sales Tax for Fire(CT); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); Grant(GR); Nutrition Fund(NF); Revenue Bonds(RB); Street Improvement Fund(SIF); Tourism Fund(TF); Other(O)

# CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

ADMINISTRATION/FINANCE										
PROJECT TYPE	DEPARTMENT	PROJECT NAME OR ITEM	NOTES	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	TOTAL	
MISCELLANEOUS	City Clerk	Recodification of Code Ordinances		20,000	#					20,000
MISCELLANEOUS	City Manager	INCODE Human Resources Software			18,300	#				18,300
MISCELLANEOUS	City Clerk	Laser fiche Software				35,700	#			35,700
MISCELLANEOUS Total				20,000	18,300	35,700				74,000
VEHICLES/EQUIPMENT	Finance	Computers, Equipment & Technology (City wide)		30,000	#	30,000	#	30,000	#	150,000
VEHICLES/EQUIPMENT	Finance	Pickup Trucks (Meter Readers)		18,000	CIP	18,000	CIP			36,000
VEHICLES/EQUIPMENT	Finance	SUV/Truck (IT)			18,000	#				18,000
VEHICLES/EQUIPMENT	Finance	Broadband Equipment for Connectivity		10,000	#					10,000
VEHICLES/EQUIPMENT	Finance	Server		20,000	#					20,000
VEHICLES/EQUIPMENT	IT	Recording Equipment - Channel 21				6,000	#			6,000
VEHICLES/EQUIPMENT Total				78,000	48,000	54,000	30,000	30,000		240,000
Grand Total				98,000	66,300	89,700	30,000	30,000		314,000
				#	Allocate between GF, PW, EX, AR, ED, etc.					

Key: Airport(AR); Cemetery Care (CM); CIP Fund(CIP); County Sales Tax for Fire(CT); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); Grant(GR); Nutrition Fund(NF); Revenue Bonds(RB); Street Improvement Fund(SIF); Tourism Fund(TF); Other(O)

Council Chambers  
Municipal Building  
April 10, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, April 10, 2012, at 6:00 P.M. after proper notice and agenda was posted April 9, 2012.

Present: Robert Karr, Buddy Garvin, Sam Mason, Weldon Smith & Travis Read  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the March 27, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending April 3, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$2, 510.00.
- Confirm action taken on City Council Agenda Item 2, accepting the annual Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2011. *(Toni Ervin, Chief Financial Officer and Mike Gibson, Cole and Reed)*
- 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. *(Toni Ervin, Chief Financial Officer)*
- Consider, and act upon, approval of the attached Transfer of Appropriations for FY 2011-2012. *(Toni Ervin, Chief Financial Officer)*

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

AYE: Trustees Karr, Garvin, Mason, Smith, Read, & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Read, & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary



Council Chambers  
Municipal Building  
April 10, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, April 10, 2012, at 6:00 P.M. after proper notice and agenda was posted April 9, 2012.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin & Sam Mason  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Garvin and seconded by Mr. Karr to approve the following:

- Approval of the Minutes from the March 27, 2012 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending April 3, 2012. (*Toni Ervin, Chief Financial Officer*) in the amount of \$235,146.77.
- Confirm action taken on City Council Agenda Item 2, accepting the annual Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2011. (*Toni Ervin, Chief Financial Officer and Mike Gibson, Cole and Reed*)
- Confirm action taken on City Council Agenda Item 3, a "Use Permitted After Review" for an eye care office located in the Wade Watts Corridor. (*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. (*Toni Ervin, Chief Financial Officer*)

Consider, and act upon, approval of the attached Transfer of Appropriations for FY 2011-2012. (*Toni Ervin, Chief Financial Officer*)

- Confirm action taken on City Council Agenda Item 5, awarding bid in the amount of \$35,920.00, for new carpet at the Expo Center in room 103 to Miller Brothers Enterprises, Inc., of McAlester, Oklahoma. (*Mel Priddy, Director Community Services*)
- Confirm action taken on City Council Agenda Item 6, on accepting the 2009 CDBG Small Cities Grant for Water and Sewer Line Improvements Project #13914-CDBG-09 as completed. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 7, on authorizing the Mayor to sign an Engineering Services Agreement between the City of McAlester, Oklahoma and

Meshek & Associates, PLC for the Mallard and Flamingo Drainage Improvement Design. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 8, Change Order No. 2, to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$28,155.00. This will add fifteen days to the contract time. The Change Order also includes a request for fourteen weather days due to rain. The twenty nine days will change the substantial completion date to May 20, 2012. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 9, Change Order No. 3, to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$33,775. This will add seven days to the contract time. The seven days will change the substantial completion date to May 27, 2012. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

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

AYE: Trustees Smith, Read, Karr, Garvin, Mason & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Garvin moved for the meeting to be adjourned, seconded by Mr. Karr.

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

AYE: Trustees Smith, Read, Karr, Garvin, Mason & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
March 27, 2012

The McAlester Retirement Trust Authority met in Regular session on Tuesday, March 27, 2012 at 6:00 P.M. after proper notice and agenda was posted March 22, 2012.

Present: Travis Read, Robert Karr, Sam Mason, & Weldon Smith  
Absent: Buddy Garvin  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Mason to approve the following:

- Approval of the Minutes from the February 28, 2012, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of March 2012. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$58,603.09.

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

AYE: Trustees Read, Karr, Mason, Smith & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Mason. The vote was taken as follows:

AYE: Trustees Read, Karr, Mason, Smith & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary