



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, February 12, 2013 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison	Mayor
Weldon Smith	Ward One
John Titsworth	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 within the required time frame.

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Charles Neff, United Methodist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the January 8, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the January 22, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the January 29, 2013 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for January 16, 2013 – February 5, 2013. *(Toni Ervin, Chief Financial Officer)*
- E. Ratify a One (1) year Lease Number 134 between City of McAlester and First National Bank for a 2006 Caterpillar D7R11WDA S/N#AEC00983 and a 2000 Al-Jon Trash Compactor S/N#13652 with all accessions and accessories. *(Cora Middleton, City Clerk)*
- F. Authorize the Mayor to sign XTO Energy, Inc. Division Order for Property No. 131528, OSP 01-25H Pittsburg County, Oklahoma. The DO is confirmation that the well has reached producing status, provides a legal description of the property and confirms the City's decimal interest in revenues. *(Cora Middleton, City Clerk)*
- G. Accept donation of a 2000 Dodge 3500 Truck from the Oklahoma Department of Agriculture, Food and Forestry, Department of Defense, for use by the City of McAlester Fire Department for off road fire suppression. *(Cora Middleton, City Clerk)*
- H. Accept and Place on file MPower Second Quarter Report for October through December, 2012, FY 2012-2013. *(Peter Stasiak, City Manager)*
- I. Consider, and approve a Resolution Consenting to and Approving the Assignment of the Cable Permit and System to BCI Allegiance, LLC. *(Peter Stasiak, City Manager)*
- J. Authorize Mayor to sign Letter of Intent to Participate in the FY-2013 Small Cities CDBG Grant Program. *(Millie Vance, Contract Grant Administrator/Peter Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

SCHEDULED BUSINESS

1. Presentation of the Mayor's Annual State of the City Address. *(Steve Harrison, Mayor)*
2. POSTPONED - Consider and Act Upon, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022. *(Mel Priddy, Community Services Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign said lease.

3. Consider and act upon an Amendment to Airport Consultant LBR's contract with City of McAlester. *(Mel Priddy, Community Services Director)*

Executive Summary

Motion to approve Amendment to LBR's contract with the City of McAlester, to provide services on preliminary plans for grant from the Oklahoma Strategic Military Planning Commission.

4. Update, discussion and possible action to resolve status of contract FAA AIP 3-40-0057-011-012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport awarded June 26, 2012 by City of McAlester Airport Authority to Total Investment Company, Guthrie, Oklahoma. Seven months, as of January 26, 2013 have elapsed since said award. Bids on this project were received on September 2, 2011. *(Peter Stasiak, City Manager)*

Executive Summary

Update, discussion and possible action on status of contract FAA AIP 3-40-0057-011-012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport.

5. Consider, and act upon, authorizing the Mayor to sign a Profession Services Agreement with Aquaterra Environmental Solutions, Inc. (Aquaterra) to prepare a Gas Remediation Plan required to address gas migration issues related to GP-4 at the City of McAlester landfill. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

Motion to approve a Profession Services Agreement with Aquaterra Solutions, Inc. and authorize the Mayor to sign said agreement.

6. Consider and Act Upon, authorizing the Mayor to sign two Certificates of Completion per Close-Out Agreements that authorized the City of McAlester to provide Certificates of Completion for properties within the Urban Renewal Neighborhood Development Project area known as R-31, Eastview Area "A". *(Joe Ervin, City Attorney)*

Executive Summary

Motion to authorize Mayor to sign two Certificates of Completion.

7. Discussion, and possible action, on considering one (1) complete S.C.B.A. unit, from the McAlester Fire Department, as surplus. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to consider one (1) used S.C.B.A. unit from the McAlester Fire Department as surplus.

8. Discussion, and possible action, on approval of a bid award for Chief Fire & Safety to purchase our surplus SCBA's (Self Contained Breathing Apparatus). *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve and accept a bid award from Chief Fire & Safety to purchase eleven (11) of the McAlester Fire Department's surplus SCBA's, at \$500.00 each.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the January 22, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending February 5, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, approve Amendment to LBR's contract with the City of McAlester, to provide services on preliminary plans for grant from the Oklahoma Strategic Military Planning Commission. *(Mel Priddy, Community Services Director)*

- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022. *(Mel Priddy, Community Services Director)*
- Confirm action taken on City Council Agenda Item 4, Update, discussion and possible action to resolve status of contract FAA AIP 3-40-0057-011-012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport awarded June 26, 2012 by City of McAlester Airport Authority to Total Investment Company, Guthrie, Oklahoma. Seven months, as of January 26, 2013 have elapsed since said award. Bids on this project were received on September 2, 2011. *(Peter Stasiak, City Manager)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the January 22, 2013 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending February 5, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, Ratifying a One (1) year Lease Number 134 between City of McAlester and First National Bank for a 2006 Caterpillar D7R11WDA S/N#AEC00983 and a 2000 Al-Jon Trash Compactor S/N#13652 with all accessions and accessories. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item F, Authorizing the Mayor to sign XTO Energy, Inc. Division Order for Property No. 131528, OSP 01-25H Pittsburg County, Oklahoma. The DO is confirmation that the well has reached producing status, provides a legal description of the property and confirms the City's decimal interest in revenues. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item J, Authorizing Mayor to sign Letter of Intent to Participate in the FY 2013 Small Cities CDBG Grant Program. *(Millie Vance, Contract Grant Administrator/Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a Profession Services Agreement with Aquaterra Environmental Solutions, Inc. (Aquaterra) to prepare a Gas Remediation Plan required to address gas migration issues related to GP-4 at the City of McAlester landfill. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 (B) (3) et.seq. Oklahoma Statutes, to wit:

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (3) for Discussion of the Purchase or Appraisal of Real Property, more particularly: South Side Business Development Center.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2013 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, January 8, 2013, at 6:00 P.M. after proper notice and agenda was posted, January 4, 2013, at 2:28 P.M.

Call to Order

Mayor Harrison called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

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

Citizen's Comments on Non-agenda Items

Ginny Webb, Executive Director of McAlester Main Street Association informed the Council that Main Street's website was up and running, they had revised the group's membership tiers, fees and qualifications. Ms. Webb then distributed copies of a survey that Main Street was conducting.

Stephanie Giacomo, Executive Director of Pride In McAlester addressed the Council informing them of the "Graffiti Grant" a new program that was available through Pride In McAlester. She explained that this grant would reimburse property owners for paint that was used to cover graffiti. Ms. Giacomo informed the Council that the "At your Leisure Pick Up" was continuing and they had started discussing a "Community Garden". She added that this Saturday the group would be meeting at the McAlester Recycling Center to help with the response to the Holiday Recycling drive and that January was membership month.

Consent Agenda

- A. TABLED - Approval of the Minutes from the December 11, 2012 Regular Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)
- B. Approval of Claims for December 19, 2012 to January 2, 2013. (*Toni Ervin, Chief Financial Officer*) In the following amounts: General Fund - \$61,151.30; Nutrition - \$693.44; Tourism Fund - \$3,666.67; SE Expo Center - \$1,179.56; Economic Development - \$25,491.91; Fleet Maintenance - \$11,659.49 and CIP Fund - \$183,062.69.

Councilman Read moved to approve the Consent Agenda, seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Karr to open a Public Hearing to address three (3) Ordinances. There was no discussion, and the vote was taken.

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:07 P.M.

Public Hearing

- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.
- AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT OF LAND IN LOTS 48, 53 AND 54 TOWNSITE ADDITION NO. 4, TO PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-3 (MULTI-FAMILY DWELLING DISTRICT) TO C-4 (RESTRICTED COMMERCIAL DISTRICT).
- AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT IN LOT 93 DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 93; THENCE NORTH 88 DEGREES 39' 48"

EAST ALONG THE NORTH LINE OF LOT 93 A DISTANCE OF 179.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 56' 44" EAST PARALLEL WITH THE WEST LINE OF LOT 93 A DISTANCE OF 299.23 FEET; THENCE SOUTH 88 DEGREES 39' 48" WEST PARALLEL WITH THE NORTH LINE OF LOT 93 A DISTANCE OF 179.53 FEET TO A POINT ON THE WEST LINE OF LOT 93; THENCE SOUTH ALONG THE WEST LINE OF LOT 93 A DISTANCE OF 1,031.57 FEET TO THE SOUTHWEST CORNER OF LOT 93; THENCE EAST ALONG THE SOUTH LINE OF LOT 93 A DISTANCE OF 660 FEET TO THE SOUTHEAST CORNER OF LOT 93; THENCE NORTH ALONG THE EAST LINE OF LOT 93 A DISTANCE OF 1,329.7 FEET TO THE NORTHEAST CORNER OF LOT 93; THENCE SOUTH 88 DEGREES 39' 48" WEST ALONG THE NORTH LINE OF LOT 93 A DISTANCE OF 480.47 FEET TO THE POINT OF BEGINNING, CONTAINING 18.85 ACRES MORE OR LESS FROM A-1 (AGRICULTURAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT).

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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:08 P.M.

Scheduled Business

1. Consider and act upon a change in zoning from R-3 (Multi-Family Dwelling District) to C-4 (Restricted Commercial District). (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve and act upon changing the existing zoning from R-3 (Multi-Family Dwelling District) to C-4 (Restricted Commercial District) and authorizing the Mayor to sign the attached Ordinance.

ORDINANCE NO. 2448

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT OF LAND IN LOTS 48, 53 AND 54 TOWNSITE ADDITION NO. 4, TO PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-3 (MULTI-FAMILY DWELLING DISTRICT) TO C-4 (RESTRICTED COMMERCIAL DISTRICT).

A motion was made by Councilman Read and seconded by Councilman Smith approving **ORDINANCE NO. 2448.**

Before the vote, Manager Stasiak addressed the Council informing them that the McAlester Planning and Zoning Commission had met on December 18, 2012 and had voted to recommend this re-zone to the Council.

There was discussion among the Council, Manager Stasiak and Roger Dahlgren regarding a request by the property owners for a buffer between the residential area and the commercial area, the type of buffer, the area of the property that was in a flood plain, the sizes of the residential lots and the proposed building acting as a buffer from the highway.

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

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

NAY: Councilman Garvin & Vice-Mayor Mason

Mayor Harrison declared the motion carried.

2. Consider and act upon a change in zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District). (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve and act upon changing the existing zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District) and authorizing the Mayor to sign the attached Ordinance.

ORDINANCE NO. 2449

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT IN LOT 93 DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 93; THENCE NORTH 88 DEGREES 39' 48" EAST ALONG THE NORTH LINE OF LOT 93 A DISTANCE OF 179.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 56' 44" EAST PARALLEL WITH THE WEST LINE OF LOT 93 A DISTANCE OF 299.23 FEET; THENCE SOUTH 88 DEGREES 39' 48" WEST PARALLEL WITH THE NORTH LINE OF LOT 93 A DISTANCE OF 179.53 FEET TO A POINT ON THE WEST LINE OF LOT 93; THENCE SOUTH ALONG THE WEST LINE OF LOT 93 A DISTANCE OF 1,031.57 FEET TO THE SOUTHWEST CORNER OF LOT 93; THENCE EAST ALONG THE SOUTH LINE OF LOT 93 A DISTANCE OF 660 FEET TO THE SOUTHEAST CORNER OF LOT 93; THENCE NORTH ALONG THE EAST LINE OF LOT 93 A DISTANCE OF 1,329.7 FEET TO THE NORTHEAST CORNER OF LOT 93; THENCE SOUTH 88 DEGREES 39' 48" WEST ALONG THE NORTH LINE OF LOT 93 A DISTANCE OF 480.47 FEET TO THE POINT OF BEGINNING, CONTAINING 18.85 ACRES MORE OR LESS FROM A-1 (AGRICULTURAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

A motion was made by Councilman Read and seconded by Councilman Smith approving **ORDINANCE NO. 2449.**

Before the vote, Manager Stasiak addressed the Council informing them that the McAlester Planning and Zoning Commission had met on December 18, 2012 and voted unanimously to recommend this re-zone to the Council.

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

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

NAY: Councilman Garvin & Vice-Mayor Mason

Mayor Harrison declared the motion carried.

3. Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; 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.

ORDINANCE NO. 2450

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Read and seconded by Councilman Karr to approve **ORDINANCE NO. 2450.**

Before the vote, Ms. Ervin reviewed the exhibits to the amendment with the Council explaining that exhibits "A-1 through A-4" were for the Mid-Year Budget Review, offsetting revenue shortfalls with expense reductions and "A-5" was for the Trails Belmont program grant.

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

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider and Act Upon, authorizing the Mayor to sign the McAlester Belmont Trail Project Application and supporting documents for grant assistance from the Oklahoma Recreational Trails Program. *(Pam Kirby, HR Manager/Grant Writer)*

Executive Summary

Motion to approve authorizing the Mayor to sign the McAlester Belmont Trail Project Grant Application and supporting documents.

A motion was made by Councilman Smith and seconded by Councilman Read to authorize the Mayor to sign the McAlester Belmont Trail Project Grant Application and supporting documents.

Before the vote, Pam Kirby informed the Council that the grant application had been completed and presented to the Mayor for signature. She explained that this was a request for funds for \$160,000.00 with a cash match of \$34,051.00 and in-kind match of 31,067.00 from the City of McAlester for a total project of \$225,118.00.

There was discussion among the Council regarding the allowed use of the trail by bicycles, rollerblades and skateboards, how that would affect the trail at Mike Deak Field, if the City had the personnel to do the asphalt portion of the trails, how the project was prioritized, how the Grant was based on an estimation of cost, if the City had enough money for the match, committing the City to this project, taking money from someone that does not have the money, could spend money on the streets first, and how the City being under budget on revenues.

Zella Kinkaid, Rudy Hernandez, Cindy Karr, Julie Mascoto, and Representative Condit all addressed the Council expressing their support of this phase of the Trails project.

Mayor Harrison reminded the Council that the City had gotten support from the school to pursue the grant, the program was funded and would be awarded to the community who's application best met the requirements, the money would be spent, Oklahoma had been ranked 43rd in the Nation in health matters, this would be a twenty (20) to thirty (30) year project and this was a quality of life issue.

Councilman Garvin and Read expressed concerns about stretching the employees beyond their capabilities and if this would have a negative impact on the City's street projects. There was no further discussion, and the vote was taken as follows;

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

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried.

5. Marketing Alliance Presentation of the City's Marketing Plan and new McAlester Logo/Branding Package. *(John Abbate, Marketing Alliance and Shari Cooper, Executive Director, MPower)*

Executive Summary

Presentation by Marketing Alliance.

Shari cooper addressed the Council explaining the components of the process of rebranding the City. She informed the Council that there would be no vote at this meeting but the Council would be asked to vote at a later date. She then introduced David Goslin and John Abbate.

Mr. Abbate presented the development of the marketing logo and reviewed the steps that had been taken during that process. He explained that they had created over thirty (30) preliminary logo designs and presented the top fifteen (15) designs to the City. He added that those had been narrowed down to the top six (6) designs. He presented the different designs and informed the Council of the top choice. He also demonstrated how the logo could be used for the various activities that occur in the City of McAlester.

Mr. Abbate presented the Council with a proposed Marketing Plan. He explained that Tourism Marketing was the guidance or Management of tourists through the process or techniques of promotion, selling and distribution. He commented that the proposed budget had been based on the historical trends of the Hotel/Motel tax and was approximately \$500.00.00. Mr. Abbate briefly reviewed the planning process stressing that the City needed to know who the City would be marketed to. He then reviewed how the Hotel/Motel tax had been spent over the last few years.

Dave Goslin reviewed the internal perceptions of the City and some of the challenges and advantages that the City currently had to face. He reviewed the geographic locations and types of people that had been looking up McAlester. Mr. Goslin spoke briefly about objectives emphasizing that this process would be a crawl, walk and run process. He reviewed the strategies that could be used in promoting tourism.

There was a brief discussion regarding a workshop to address the efforts of the Expo Center and making it more efficient and possibly having more than one (1) workshop.

Mayor Harrison stated that a workshop would be scheduled and he recommended that the Council forward questions to the City Manager.

There was no vote on this item.

6. Consider, and act upon, approval of bid to Bob Hurley Ford for the purchase of one (1) new and unused 2013 Ford Police SUV. (*Darrell Miller, Asst. Police Chief*)

Executive Summary

Motion to approve the low bid of \$32,680.00 to Bob Hurley Ford for the purchase of one (1) new and unused 2013 Ford Police SUV AWD patrol vehicle.

Councilman Smith moved to approve a bid of \$32,680.00 to Bob Hurley Ford for the purchase of one (1) new and unused 2013 Ford Police SUV. The motion was seconded by Councilman Read.

Manager Stasiak explained that the funding had been appropriated from the Federal Forfeiture Funds.

Before the vote, Chief Lyles explained to the Council that this SUV would replace an older model Crown Victoria that was in the patrol division and of the three (3) bids that had been received, Bob Hurley Ford had been the lowest and best.

There was a brief discussion among the Council regarding who would use the SUV and the year model. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

7. Discussion and Presentation of the Mid-Year Review of Fiscal Year 2012/2013 Budget.

(Toni Ervin, Chief Financial Officer)

Executive Summary

Mid-Year Review of Fiscal Year 2012/2013 Budget.

Manager Stasiak explained that the numbers presented were as of November 30, 2012, the first five (5) months of the year. He stated that the General Fund revenues were down approximately \$224,000.00 and the McAlester Public Works Authority revenues were down approximately \$54,000.00 but the City was expecting a receivable for raw water sales around \$90,000.00. He commented that total revenues were down approximately \$279,000.00. Manager Stasiak reviewed the Personnel Services stating that no positions had been cut from the budget. There had been some unfilled positions and those funds had been moved to help offset the revenue short fall. He then reviewed the Materials and Supplies budgets and the Other Services and Charges. He then summarized the Budget Adjustments and the Capital Budget Priorities and what had been accomplished since the beginning of the Fiscal Year. He also emphasized that many of the expenses that were over budget were only timing issues and would even out over the remainder of the year.

There was no vote on this item.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that the workshop for the Master Drainage Plan Tributary "C" of the Sandy Creek Basin had been rescheduled for Tuesday, January 29, 2013 for 5:30 P.M. at the Kiamichi Vocational Center. He informed the Council that he planned to attend the City Managers Association Winter Conference on January 16th through 18th in Stillwater.

Remarks and Inquiries by City Council

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

Councilman Garvin inquired about the time that the DuraPatcher would be out of service and commented on the number and size of the potholes all over the City. He asked for a list of streets that had been repaired by the DuraPatcher. He inquired about the status of the Electrical Ordinances and the Electric chair.

City Attorney Ervin commented that confirmation that the Department of Corrections had the Electric Chair in their possession and would not be giving it back to the City.

Vice-Mayor Mason echoed the inquiry on the DuraPatcher. He asked about the status of the codification of the City's Code of Ordinances and the status of the annual audit and asked for updates on both matters at the next Council meeting.

Mayor's Comments and Committee Appointments

Mayor Harrison requested that the Manager Stasiak bring objective measurements on the DuraPatcher to the next Council meeting.

Recess Council Meeting

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

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:57 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:58 P.M.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:00 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, January 22, 2013, at 6:00 P.M. after proper notice and agenda was posted, January 18, 2013, at 2:43 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Pastor Lisa Anderson, Grace United Methodist Church, gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin Sam
Mason & Steve Harrison

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, Chief Financial Officer; David Medley, Utilities Director; Brett Brewer, Fire Chief; Mel Priddy, Community Services Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Ginny Webb, Executive Director of McAlester Main Street Association addressed the Council informing them that "Main Streets" Consumer survey was due tomorrow, the business surveys would be wrapping up soon and they would have the results available next month. She informed the Council that in February they would start their individual membership drive.

Stephanie Giacomo, Executive Director of Pride In McAlester addressed the Council announcing that the Recycling Center was back to normal operations. She informed the Council of a statue of the City's founder was being carved out of a tree that had died in front of the J.J. McAlester house and on February 21, 2013 Pride's volunteer banquet would be held.

Consent Agenda

- A. Approval of the Minutes from the December 27, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- B. Approval of Claims for January 3, 2013 – January 15, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$96,697.02; Parking Authority - \$75.65; Nutrition - \$1,590.50; Landfill Res./Sub-Title D - \$5,079.00; Tourism Fund - \$18,614.46; SE Expo Center - \$4,147.24; E-911 - \$4,477.34; Economic Development - \$18,780.00; Fleet Maintenance - \$2,540.09; Worker's Compensation - \$1,191.68 and CIP Fund - \$324,751.09.
- C. Accept and place on file the Pride In McAlester Second Quarter Report for October, November and December FY 2012-2013. *(Cora Middleton, City Clerk)*
- D. Accept and place on file the Oklahoma for Independent Living Quarterly Report for July-September 2012. *(Cora Middleton, City Clerk)*
- E. Accept and place on file the McAlester Main Street Second Quarter Report for Fiscal Year 2012-2013. *(Cora Middleton, City Clerk)*
- F. Concur with Mayor's Appointment of Brent Grilliot to the McAlester Hospital Board for a partial term to expire February, 2014. *(Steve Harrison, Mayor)*
- G. Ratify and approve for a one year term a lease agreement between the City of McAlester and DLI McAlester LLC, Edmond Oklahoma. *(Cora Middleton, City Clerk)*
- H. Ratify and approve for a one year term a Merchant Agreement between the City of McAlester and ETS. *(Cora Middleton, City Clerk)*

Vice-Mayor Mason requested items "G and H" be removed for individual consideration.

Councilman Read moved to approve the Consent Agenda items "A through F", seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

- G. Ratify and approve for a one year term a lease agreement between the City of McAlester and DLI McAlester LLC, Edmond Oklahoma. *(Cora Middleton, City Clerk)*

Councilman Garvin moved to Ratify and approve a one year term of lease agreement between the City of McAlester and DLI McAlester LLC, Edmond, Oklahoma. The motion was seconded by Vice-Mayor Mason.

Before the vote, Vice-Mayor Mason asked what the item was.

City Attorney Ervin stated that it was a ninety-nine (99) year lease with the Drug Task Force and had been placed on the agenda per your request for annual ratification.

Manager Stasiak explained that the City was attempting to get back on track with your request for annual ratification of all of the City of McAlester's leases and contracts.

Vice-Mayor Mason asked if a contract that required annual ratification was not ratified, did the City still have a contract.

Mr. Ervin explained that lease agreements were not debts and did not have a monetary obligation for the City. Contracts that required monetary payments were the contracts that needed to be for one (1) year terms and looked at annually.

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

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

NAY: None

Mayor Harrison declared the motion carried.

H. Ratify and approve for a one year term a Merchant Agreement between the City of McAlester and ETS. *(Cora Middleton, City Clerk)*

Councilman Smith moved to Ratify and approve a one (1) year Merchant Agreement between the City of McAlester and ETS. The motion was seconded by Councilman Titsworth.

Before the vote, Vice-Mayor Mason asked what ETS was.

Ms. Ervin explained it was the agreement for processing credit card payments.

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

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Read to open a Public Hearing to address an Ordinance amending Fiscal Year 2012-2013 Budget. There was no discussion, and the vote was taken.

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:11 P.M.

Public Hearing

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:12 P.M.

Scheduled Business

1. Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; 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.

ORDINANCE NO. 2451

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Garvin to approve **ORDINANCE NO. 2451**, and seconded by Councilman Read.

Before the vote, Toni Ervin reviewed the amendment with the Council explaining that it was to appropriate funds for distribution to the school for completion of the roof at Puterbaugh Middle School, if approved.

There was a brief discussion among the Council, Manager Stasiak and Ms. Ervin concerning the balance in the fund, maintaining a cushion in the fund, if it would cover a full years payments and the amount that was kept at the Trustee Bank in Oklahoma City.

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

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

NAY: Vice-Mayor Mason & Councilman Karr

Mayor Harrison declared the motion carried.

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

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

NAY: Councilman Karr & Vice-Mayor Mason

Mayor Harrison declared the motion carried.

2. Consider, and Act Upon, a Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma that authorizes the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities.

(Peter J. Stasiak, City Manager)

Executive Summary

Motion to approve the Memorandum of Understand that conveys to ISDA80 the sum of \$370,000 to be used for completion of the new metal roof at Puterbaugh Middle School.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the Memorandum of Understanding that conveys to ISD80 the sum of \$370,000.00 to be used for completion of the new metal roof at Puterbaugh Middle School.

Before the vote, Manager Stasiak explained that the MOU that had been included in the Council meeting packet was for \$350,000.00 and it had been replaced with an MOU for \$370,000.00 which had been the latest request from the School. He added that they also had information reporting how the initial request had been spent.

Dr. Gore and Brent Grilliot thanked the Council for allowing them to address this matter with them and explained that the roofing project at Puterbaugh Middle School would be completed with the \$370,000.00.

There was discussion among the Council and Dr. Gore establishing that the funds were tax payer funds, what TPO stood for, what the Schools plans for the future were, why the School needed more money now, the Schools strategic planning for the future, if the City could repurpose the funds, when the sales tax would end, the school system making a habit of requesting funds from the City, how the citizens would benefit now and in the future with improved schools, and how to distribute to Krebs and Frink Chambers Schools. There was no further discussion, and the vote was taken as follows:

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

NAY: Councilman Karr & Vice-Mayor Mason

Mayor Harrison declared the motion carried.

3. Consider and Act Upon, to accept refund of \$11,250.00 from MPower Economic Development Corporation for unused appropriation related to a previously unfilled staff position. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve refund.

A motion was made by Councilman Garvin and seconded by Councilman Karr to accept refund of \$11,250.00 from MPower Economic Development Corporation.

Before the vote, Manager Stasiak informed the Council that he had been contacted by Ben Capers, MPower's President of MPower's Board of Directors. He stated that MPower wanted to refund \$11,250.00 to the City for an unused appropriation related to a budgeted position that had not been filled for four (4) and a half months.

Mr. Capers explained that MPower did have a position that was unfilled from July 1, 2012 until mid November. He stated that the Board had met recently and decided that the right thing to do was to return those unused funds. Mr. Capers added that he had a check for the City in the amount of \$11,250.00.

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

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider and Act Upon, approving the new City of McAlester Logo that was presented on January 8th by Marketing Alliance. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the new City of McAlester Logo.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve the new City of McAlester Logo.

Before the vote, Manager Stasiak reminded the Council that at the last Council meeting Marketing Alliance had presented a two phase approach to the marketing plan for the City of McAlester. The first was the logo that had been voted on by the citizens of the community and the second was the marketing plan for tourism. He commented that the marketing plan for tourism would be discussed at a Workshop on February 5th at 5:30 P.M. in the Council Chambers. He explained that the logo had been brought forward as a separate item.

Councilman Smith commented that he would like to postpone acceptance of the logo until the first meeting. He stated that his understanding was that not everyone was aware that the logo was on the website and he couldn't reconcile with the City of McAlester.

A motion to table was made by Councilman Titsworth and seconded by Councilman Smith.

Before that vote, Vice-Mayor Mason commented that the logo and the marketing plan were two separate items but there had been a lot of effort made to vote on the logo. He then suggested that Shari Cooper explain how the consensus was made to select the logo.

Mayor Harrison commented that there had been six (6) logos but the tag line "The Great American Experience" was in the contract that had been voted on by the Council.

Ms. Cooper explained that the tag line had come from the tourism brochure that they had designed and reflected the "Great American Melting Pot" of the area. She explained that there had been many ways available for individuals to vote.

Councilman Karr asked if this logo would replace the City of McAlester seal.

Ms. Cooper explained that it would replace the "Hometown Friendly" that was currently on the City's stationary and vehicles.

Mayor Harrison clarified that the vote would be on the motion to table. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Titsworth, Smith & Karr

NAY: Councilman Read, Garvin, Mason & Mayor Harrison

Mayor Harrison declared the motion failed.

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

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

NAY: Councilman Titsworth & Smith

Mayor Harrison declared the motion carried.

5. Consider, and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to declare certain vehicles and equipment surplus property and authorizing their sale. Motion to take two previously declared surplus items back into service. The Cell phones are equipment that have a total value of less than \$300.00. Staff recommends disposal, which may include, donation of the surplus cell phones to the Pittsburg County District Attorneys office for reprogramming and distribution to qualifying members of the public.

A motion was made by Councilman Read and Seconded by Councilman Smith to declare certain vehicles and equipment surplus property and authorizing their sale and to take two previously declared surplus items back into service.

Before the vote, Ms. Ervin reviewed the list of vehicles and equipment with the Council informing them of the changes that had been made to the lists and that the disposals would be

according the Section 2-286 of the City of McAlester Code of Ordinances. She added that this item was to insure full disclosure of the disposal process.

There was a brief discussion among the Council, Ms. Ervin and Manager Stasiak regarding the normal process to declare items surplus, establishing a better process, why the City was hanging onto items that had been surplus, the use of the 1994 International truck at the landfill, and donating the cell phones to the District Attorney's office.

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

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider and Act Upon, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022. *(Mel Priddy, Community Services Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign said lease.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to authorize the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022.

Before the vote, Mel Priddy commented that the Council authorize the Mayor to sign the lease with the FAA for 280 square feet of space at the FAA building. He stated that the only thing in the space was communication equipment. He added that the lease had been before them previously but had some language that needed to be changed.

There was discussion among the Council and City Attorney Ervin regarding the language in the lease, the length of the term of the lease, modifying the motion for a shorter term, if the equipment was being used, and if the equipment was being used.

Vice-Mayor Mason moved to postpone the item. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

7. Discussion, and possible action, on approval of a bid award for SCBA's (Self Contained Breathing Apparatus) to Chief Fire & Safety. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve a bid award to purchase 6 new and unused SCBA'S (self contained breathing apparatus) with 8 replacement cylinders, in the amount of \$30,320.00. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Councilman Smith moved to approve a bid award to purchase six (6) new and unused SCBA's (self contained breathing apparatus) with eight (8) replacement cylinders, in the amount of \$30,320.00 with funding from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire service. The motion was seconded by Councilman Read.

Before the vote, Chief Brewer addressed the Council explaining that had recently advertised for new SCBA's with replacement cylinders, on behalf of the McAlester Fire Department. He stated that the bid proposals had been received, opened and reviewed by the Pittsburg County Commissioners.

There was discussion among the Council, Chief Brewer and Manager Stasiak regarding the price of these units, if the initial ten had been delivered, if these were replacement units, the weight of these units compared to the older units and the age of the units that were being replaced.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Discussion, and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the cost of communication equipment in the amount of \$3,102.80 and the cost of a smoke generator in the amount of \$4,123.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Councilman Read moved to approve the cost of communication equipment in the amount of \$3,102.80 and the cost of a smoke generator in the amount of \$4,123.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. The motion was seconded by Councilman Smith.

Before the vote, Chief Brewer informed the Council that the Fire Department needed to upgrade the radios on a couple of the ambulances and purchase a smoke generator for training.

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

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider, and act upon, rejecting the two bids received for one new, and unused, asphalt paver. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to reject the two bids received and re-advertise for one new, and unused, asphalt paver.

A motion was made by Councilman Karr and seconded by Councilman Titsworth to reject the two (2) bids received and re-advertise for one new and unused, asphalt paver.

Before the vote, Manager Stasiak informed the Council that "Bid Specifications" had been sent to six (6) vendors and also advertised on December 16, 2012 and December 23, 2012. He stated that the City had received three (3) responses and opened them on January 8, 2013. Of the three (3) responses one had been a "No Bid" and the apparent low bidder had not met the minimum requirements set forth in the "Bid Specifications". He added that the third bid had been 15% higher than the apparent low bid. He commented that the Public Works Department felt that re-advertising would be a fiscally responsible approach to take at this time.

There was discussion among the Council, Manager Stasiak and City Attorney Ervin regarding the need to get information on the costs of contracting some of the projects out, the job that the DuraPatcher had been doing, that the Council had already voted to authorize the bid, what the agenda item was meant to do, rejecting the bids and waiting for more information, being specific on what streets needed to be repaired, not allowing the City crews the flexibility to repair small road projects, how often the paver had been used in the past and what the intent of the original motion had been.

Councilman Titsworth withdrew his second on the original motion.

Mayor Harrison asked for a second to the original motion. Councilman Smith seconded the original motion.

Councilman Titsworth moved to modify the motion to reject the bids and wait for further information on contracting project before re-advertising. That motion was seconded by Vice-Mayor Mason. The vote was taken as follows:

AYE: Councilman Titsworth & Vice-Mayor Mason

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

Mayor Harrison declared the motion failed.

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

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

NAY: Councilman Titsworth & Vice-Mayor Mason

Mayor Harrison declared the motion carried.

10. Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. (*George Estrada, Building Inspector*)

Executive Summary

Motion to approve a Resolution declaring certain buildings as dilapidated and subject to removal.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a RESOLUTION declaring certain buildings as dilapidated and a detriment to the welfare of the public and community and subject to removal.

Before the vote, Mel Priddy asked the Council to declare the house in Mullen Park dilapidated and authorize the City to remove the structure.

There was discussion among the Council and Manager Stasiak regarding the condition of the structure, how long the house had needed to be addressed and the Fire Department currently using it for various training practices. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

11. Discussion of the McAlester water treatment plant and distribution system, to include peak capacity, maximum production and projected capacities necessary to supply future and/or potential commercial/industrial growth. (*Councilman, John Titsworth*)

Executive Summary

Discussion on the McAlester water treatment plant.

Councilman Titsworth explained that he was interested in finding out what the City's Water Treatment Plant's peak capacity was, especially in the summer. He added that the City was interested in attracting more business and knowing the capacity was very important.

David Medley addressed the Council explaining that the City's Water Treatment Plant could produce and pump twelve (12) million gallons of water per day. The average use was approximately four (4) million gallons per day and in the summer it was around seven (7) million gallons per day peak. He added that the plant had a five (5) million gallon reserve capacity. Mr. Medley explained that the Water Treatment Plant had storage capacity of four and one quarter (4.25) million gallons and the clear well had two (2) million gallons of storage capacity. This gave the City about a one (1) day reserve of water. He commented that the area that the City may have concerns with was the Waste Water Treatment.

There was discussion among the Council, Manager Stasiak and Mr. Medley regarding the level of the lake, the capacity of the waste water treatment, how the waste water was distributed between the two (2) Waste Water Plants, how the various types of businesses effect the waste water treatment process, who the highest private water user was, what projects could be done to

increase waste water capacity, and if a waste water treatment plant at the Industrial park would help with capacity.

There was no further discussion and no vote was taken on this item.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that he would be in Oklahoma City on Friday attending a Court Hearing for the Perb ruling for the IAFF 2010-2011 Contract. He stated that sales tax was down 11% for the month and the City was working with the Tax Commission to make sure we understand how the collection went for the month. He then reviewed the map that displayed the repairs that the Dura Patcher had accomplished during 2012. He added that the operators filled out daily log sheet detailing each days work.

Mayor Harrison inquired about the vehicle that was to be donated to the City. He asked if it would be coming before the Council for acceptance.

Manager Stasiak informed the Council that he had been working with the City Attorney. Mr. Ervin commented that it could be an appropriate item for the Consent agenda at the next meeting. He commented that it was his understanding that all donations needed to come before the Council for acceptance or rejection.

Remarks and Inquiries by City Council

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

Councilman Karr commented on the recycling facility and asked why it had been located in such a visible location and he asked about the status of the repair of the Washington Street bridge.

Manager Stasiak informed the Council that the Oklahoma Department of Transportation would be in the City on Friday. He added that the City was petitioning ODOT to get on their grant program and an engineer would need to look at the bridge.

Councilman Karr remarked about the truck traffic that had been detoured from Electric and West and the damage they had made to the neighborhood streets. He then informed the Council of his new cell phone number which was 918-318-0959.

Councilman Garvin commented that over the past year he had not been able to participate in some of the things that he needed to be involved in and beginning January 1, 2013 he was going to be more active. He then inquired what the City had done about the Pan Handlers. He hoped to address this matter in a better way.

Councilman Titsworth mentioned that John 3:16 had developed a program in Tulsa where citizens gave out a "compassion card" and the panhandler or other needy individual could go the John 3:16 shelter and get necessities. He suggested that maybe a program like that could be implemented in the City of McAlester to help address this matter.

Vice-Mayor Mason commented that the City had an Ordinance that required a permit to solicit. Mr. Ervin explained that anytime someone asked for money they were technically soliciting.

Vice-Mason stated that he had been contacted by a business regarding the condition of the "Ice House" and he requested that Manager Stasiak that someone from the Codes Department look in to the problems at that building.

Mayor's Comments and Committee Appointments

Mayor Harrison had no comments for the evening.

Recess Council Meeting

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

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:29 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:33 P.M.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:34 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
January 29, 2013

The McAlester City Council met in Special session on Tuesday, January 29, 2013, at 5:30 P.M. after proper notice and agenda was posted, January 25, 2013, at 5:05 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, Buddy Garvin, Sam Mason & Steve Harrison
Absent: John Titsworth & Robert Karr
Presiding: Steve Harrison, Mayor

Staff Present: Peter Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director and Cora Middleton, City Clerk

Scheduled Business

1. Presentation and Discussion of 9th Street and Illinois Master Drainage Plan.

Mayor Harrison addressed the audience asking them to wait to ask question or make comments until they are given the microphone. He informed them that this would be broadcast on the City's television channel.

Manager Stasiak explained that the meeting tonight was to discuss the Sandy Creek Tributary C. He stated that the City had contracted with Meshek and Associates, they had given their final report and he was turning the meeting over to John Modzelewski.

Mr. Modzelewski explained that the presentation would be give by Brandon Claborn from Meshek and Associates. He added that the company had been working with the City of McAlester to develop a Stormwater program and he then turned the microphone over to Mr. Claborn.

Mr. Claborn introduced himself and gave the audience some background information on his qualifications. He then began his presentation explaining the steps taken to identify problems that affected the area of the City that his firm had been asked to study. He informed the Council and audience of the four (4) problem areas that had been identified as follows:

1. Mallard and Flamingo
2. Quail Drive
3. 9th and MacArthur Intersection

4. 9th and Illinois
5. The culvert at South Street

Mr. Claborn explained that the terms 100 year event actually meant that there was a 1% chance of the event occurring, 10 year event meant that there was a 10% chance of the event occurring and a 2 year event meant that there was a 50% chance of the event happening. He commented that those terms were not as commonly used and it was possible to have those events sooner than their names implied.

Mr. Claborn then reviewed each of the problem areas going over the various alternatives to address each of them. He then reviewed the costs to repair each of the problems.

Gary Dismuke, Jeff Price, Jerry Mathews and Vickie Brown expressed their concerns about the drainage problems in the area.

There was a brief discussion among the Council concerning retention ponds, if that cost included the acquisition of any land, how that area could be beautified, how developers were required to detain any additional runoff that their development might create, and the possibility of a Stormwater fee to help fund the repair or correction of the drainage problems.

Mayor Harrison commented that before charging a fee the study would need to be expanded to cover the entire City of McAlester.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 6:39 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**JANUARY 16, 2013
THRU
FEBRUARY 5, 2013**

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	CHAD KELLEY	I-201301164543	01 -5548207	CLOTHING ALLO CHAD KELLEY: REIMB BOOT ALLOW	063255	89.98
	JEREMY LEWIS	I-201301164544	01 -5865207	CLOTHING ALLO JEREMY LEWIS: REIMB BOOT ALLOW	063256	69.99
	ROBBIE PATTON	I-201301234556	01 -5542207	CLOTHING ALLO ROBBIE PATTON: BOOT ALLOWANCE	063296	100.00
	ALBERT SMITH	I-201301304583	01 -5548207	CLOTHING ALLO ALBERT SMITH: BOOT ALLOWANCE	063327	100.00
01-A00026	AT & T LONG DISTANCE					
		I-201301234553	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DIST SVS	063297	185.66
01-A00170	ADA PAPER CO.					
		I-354609	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	063343	689.39
01-A00267	AIRGAS, INC					
		I-9006261170	01 -5543203	REPAIRS & MAI REG & HOSE FOR POOLS	063344	109.40
		I-9006621268	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063344	200.08
		I-9007938161	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063344	153.06
		I-9011579022	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063344	195.70
		I-9905859128	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL FEE	063344	36.30
		I-9905859128	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL FEE	063344	85.20
		I-9906276631	01 -5548203	REPAIRS & MAI YRLY LEASE ON BOTTLES	063344	532.00
		I-9906471610	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063344	230.80
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201301164533	01 -5431328	INTERNET SERV INTERNET SVS-NORTH FIRE ST	063258	62.95
		I-201301304591	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	063331	62.95
		I-201301304591	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WORKS FAC	063331	82.95
01-A00751	ATWOODS					
		I-1394/9	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	17.98
		I-1399/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	144.30
		I-1402/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	13.30
		I-1431/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	48.91
		I-1433/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	6.99
		I-1435/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	41.38
		I-1453/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	42.92
		I-1464/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	6.57
		I-1469/9	01 -5865218	STREET REPAIR MISC SUPPLIES AS NEEDED	063349	5.98
		I-1470/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063349	9.98
		I-1479/9	01 -5865218	STREET REPAIR MISC SUPPLIES AS NEEDED	063350	87.93
01-B00089	BANK OF OKLAHOMA					
		I-5073335	01 -5547308	CONTRACTED SE PERPETUAL CARE ADM FEE	063357	367.95
		I-5073980	01 -5547308	CONTRACTED SE PERPETUAL CARE ADM FEE	063357	367.97
		I-5074362	01 -5547308	CONTRACTED SE PERPETUAL CARE ADM FEE	063357	367.97
01-B00180	UNION IRON WORKS, INC.					
		I-S1705880.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063359	3.51
		I-S1706574.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063359	40.48
		I-S1706607.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063359	5.17

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	UNION IRON WORKS, INC.		continued			
	I-S1710104.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	063360	89.18
01-C00206	CARGILL SALT					
	I-2900909976	01 -5865218	STREET REPAIR	ROCK SALT FOR STREETS	063368	3,548.99
01-C00251	CAVENDER'S					
	I-50398	01 -5431207	CLOTHING ALLO	BOOT ALLOWANCE	063369	150.00
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201301304592	01 -5215314	GAS UTILITY	GAS UTIL-607 VILLAGE BLVD	063332	94.61
	I-201301304592	01 -5215314	GAS UTILITY	GAS UTIL-1600 COLLEGE	063332	331.55
01-C00430	CHIEF FIRE & SAFETY CO.					
	I-173360	01 -5431203	REPAIRS & MAI	REPAIR PARTS	063372	52.00
01-C00463	CITY MANAGERS ASSOCIATI					
	I-12-01425	01 -5210331	EMPLOYEE TRAV	WINTER CONF FEES	063373	275.00
01-C00590	COLE & REED, PC					
	I-67866	01 -5215301	AUDITING	AUDIT FEES	063374	5,000.00
01-C00840	CRAWFORD & ASSOCIATES					
	I-7112	01 -5215302	CONSULTANTS	AUDIT PREP FEES	063376	2,500.00
01-C00847	CRYSTAL DATA					
	I-187992	01 -5324202	OPERATING SUP	TONER CARTRIDGES	063377	238.91
01-D00006	D & D ELEVATOR INC					
	I-12245	01 -5548316	REPAIRS & MAI	MONTHLY SER FEE-ELEVATOR	063378	400.00
01-D00130	DATA FLOW					
	I-67623	01 -5211202	OPERATING SUP	1099 FORMS FOR YEAR END	063379	87.35
01-D00231	DELANE ARRINGTON					
	I-201301164542	01 -5548207	CLOTHING ALLO	REIMB BOOT ALLOWANCE	063262	100.00
01-D00402	DIAMOND TROPHY					
	I-153637	01 -5652202	OPERATING SUP	RETIREMENT PLAQUE-THOMAS	063384	49.95
01-D00731	DUDE SOLUTIONS INC. DBA					
	I-INV 1	01 -5225349	SOFTWARE MAIN	INV EDGE SOFTWARE	063386	1,806.00
	I-R-100819	01 -5225349	SOFTWARE MAIN	YRLY RENEWAL FEE-MAINT	063386	4,833.00
01-E00259	ERGO ASPHALT & EMULSIO					
	I-9400989947	01 -5865218	STREET REPAIR	OIL FOR DURA PATCH	063391	5,007.70
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-1-31-13	01 -5214302	CONSULTANTS	LEGAL FEES	063338	580.00

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00266	ERVIN & ERVIN ATTORNEYS	continued				
	I-FEB 2013	01 -5214302	CONSULTANTS	LEGAL FEES-MTHLY RETAINER	063338	3,125.00
01-F00170	FIRST NATIONAL BANK					
	I-022013-#133	01 -5321510	LEASE PAYMENT	LEASE #133	063394	5,185.00
01-F00201	FLAMECO FIRE & SAFETY,					
	I-16971	01 -5653213	SAFETY EXPENS	ANNUAL FIRE EXT INSPECT	063395	3,183.00
01-F00371	FIELDS PLUMBING					
	I-662683	01 -5542316	REPAIRS & MAI	REPAIRS TO HTR AT STIPE C	063397	146.30
01-G00010	G & C RENTAL CENTER, IN					
	I-19326	01 -5865218	STREET REPAIR	TRACHOE RENTAL	063398	578.00
01-G00130	GALL'S, AN ARAMARK CO.,					
	I-000305528	01 -5322207	CLOTHING ALLO	ANIMAL CONT-RAIN GEAR	063399	197.00
	I-BC0004687	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	360.94
	I-BC0005098	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	108.15
	I-BC0005103	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	72.49
	I-BC0005297	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	92.28
	I-BC0005301	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	207.74
	I-BC0005302	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	88.99
	I-BC0005303	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	304.11
	I-BC0005306	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	155.40
	I-BC0005470	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	105.99
	I-BC0005813	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	211.12
	I-BC0005827	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	105.99
	I-BC0005921	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	242.96
	I-BC0006234	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	73.69
	I-BC0007031	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063508	120.00
	I-BC0007061	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063509	368.96
	I-BC0007131	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063509	92.48
	I-BC0007200	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063509	104.29
	I-BC0007359	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063509	52.98
	I-BC0007785	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063509	73.69
	I-BC0008756	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063509	210.29
	I-BC0009019	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	063509	129.99
01-H00132	HENRY MOSS TRUCKING					
	I-1551	01 -5652319	DEMOLITION	HOUSE DEMO FEES	063403	2,995.00
01-I00061	RICOH USA, INC.					
	I-22657680	01 -5321308	CONTRACTED SE	COPIER MAINT FEE	063404	299.27
	I-5024590271	01 -5321308	CONTRACTED SE	COPIER MAINT FEE	063404	88.06
01-I00110	IMPRESS OFFICE SUPPLY					
	I-034834	01 -5211202	OPERATING SUP	OFFICE SUPPLIES	063406	12.99
	I-034858	01 -5210202	OPERATING SUP	MISC OFFICE SUPPLIES	063406	17.89

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-201302054609	01 -5432308	CONTRACTED SE CONTRACT SVS-EMS-DEC 2012	063407	4,301.56
01-I00120	TYLER TECHNOLOGIES					
		I-201302054608	01 -5213336	FEE MONTHLY SUPPORT FEES-COURT	063408	200.00
		I-201302054608	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	063408	230.50
01-I00195	INTEGRIS OCCUPATIONAL H					
		I-2012-15441	01 -5431305	PHYSICALS FIRE RECRUIT PHYSICALS	063409	950.00
01-I00262	INVESTIGATIVE CONCEPTS,					
		I-121202741	01 -5653348	DRUG TESTING/ NEW HIRE BACKGROUND CKS	063410	15.95
01-J00110	JACKIE BRANNON CORR. CT					
		I-20130051	01 -5542308	CONTRACTED SE MONTHLY INMATE FEES	063411	107.39
01-J00338	JOB CONSTRUCTION CO INC					
		I-029683	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	063413	259.33
		I-029684	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	063413	5,421.68
		I-029685	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	063413	888.38
01-J00406	JONES & BARTLETT LEARNI					
		I-2681885	01 -5432331	EMPLOYE TRAVE EMS TRAINING MANUALS	063414	247.13
01-J00435	JORDAN CARRIS AGENCY					
		I-12-01501	01 -5212330	DUES & SUBSCR NOTARY BOND	063415	30.00
01-K00101	KEITH A. BARNES					
		I-201302054606	01 -5544308	CONTRACT LABO REFEREE FEES-3 GAMES BB	063416	75.00
01-K00117	KENDELL THOMPSON					
		I-201302054605	01 -5544308	CONTRACT LABO REFEREE FEES-3 GAMES BB	063417	75.00
01-L00079	LANDPLAN CONSULTANTS, I					
		I-INV #4	01 -5210480	CONTINGENCY TRAIL GRANT APP FEE	063421	735.00
01-L00380	LOCKE SUPPLY CO.					
		I-19429102-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063422	35.96
		I-19497068-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063422	23.86
		I-19545970-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063422	31.34
01-L00428	LOWE'S CREDIT SERVICES					
		I-01228	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	19.96
		I-01246	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	47.79
		I-01262	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	34.81
		I-01442	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	67.57
		I-01962	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	72.21
		I-02807	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	26.27
		I-02902	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	59.91

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES		continued			
		I-04198	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	25.00
		I-04223	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063423	50.26
		I-04916	01 -5865203	REPAIR & MAIN MISC MAINT SUPPLIES	063423	6.71
		I-05101	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063424	18.98
		I-05129	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063424	13.28
		I-05281	01 -5865203	REPAIR & MAIN MISC MAINT SUPPLIES	063424	114.51
		I-06082	01 -5865218	STREET REPAIR FORMING MAT & SUPPLIES	063424	20.76
		I-06093	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063424	3.30
		I-06339	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063424	22.54
		I-06433	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063424	17.34
		I-06641	01 -5865203	REPAIR & MAIN MISC MAINT SUPPLIES	063424	147.95
		I-06839	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063424	179.91
		I-06844	01 -5865203	REPAIR & MAIN MISC MAINT SUPPLIES	063425	203.67
		I-06927	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063425	162.29
		I-06980	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063425	91.25
		I-07007	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063425	13.45
		I-07073	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063425	56.50
		I-07240	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063425	9.46
		I-07281	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063425	23.65
		I-07748	01 -5431202	OPERATING SUP STORAGE CABINET	063425	411.09
		I-07890	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063425	35.88
		I-0907377	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063426	37.16
		I-09134	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063426	11.97
		I-901074	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063426	38.91
		I-901155	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063426	18.70
		I-901210	01 -5865218	STREET REPAIR FORMING MAT & SUPPLIES	063426	135.86
		I-902308	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063426	8.48
		I-902468	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063426	45.02
		I-904304	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063426	134.86
		I-907908	01 -5865218	STREET REPAIR FORMING MAT & SUPPLIES	063426	52.45
01-M00480	MILLER GLASS					
		I-13873A	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063430	52.00
01-M00543	MONTAGE ENTERPRISES INC					
		I-18387	01 -5542203	REPAIRS & MAI PARTS FOR FLAIL MOWER	063432	327.22
01-MC0050	MCALESTER CHAMBER OF					
		I-3482	01 -5210331	EMPLOYEE TRAV REG FEE-CHAMBER DINNER	063435	60.00
01-MC0098	MCAFFEE & TAFT					
		I-391847	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR REL	063436	1,012.50
		I-391848	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR REL	063436	2,090.32
		I-391849	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR REL	063436	3,375.00
		I-391850	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR REL	063436	1,102.50
		I-391851	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR REL	063436	112.50
		I-391852	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR REL	063436	495.00
		I-392141	01 -5210303	CONSULTANTS/B LEGAL FEES	063436	742.50

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0140	MCALESTER PAINT & SUPPL					
	I-84238	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063438	8.71	
	I-84249	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063438	111.86	
01-N00100	NAT'L. REC. & PARK ASSO					
	I-11762-2013 renewal	01 -5542330	DUES & SUBSCR YEARLY MEMBERSHIP DUES	063441	150.00	
01-N00250	MCALESTER NEWS CAPITAL					
	I-05609079	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	063442	66.40	
	I-05609080	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	063442	83.50	
	I-05609081	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	063442	17.05	
	I-05609184	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	063442	16.45	
	I-934-2013 RENEWAL	01 -5542330	DUES & SUBSCR YEARLY SUBSCRIPTION FEE	063442	111.00	
01-O00427	OKLA UNIFORM BUILDING C					
	I-JAN 2013	01 -5652336	FEEES BLDG PERMIT FEES	063455	76.00	
01-O00520	OIL-OK INDEPENDENT LIVI					
	I-012013-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	063456	2,000.00	
01-O00610	OTA PIKEPASS CENTER					
	I-20121291956	01 -5431202	OPERATING SUP PIKEPASS FEES	063458	50.00	
01-P00082	PARADISE DONUTS					
	I-4629-7	01 -5210202	OPERATING SUP SUPPLIES FOR QTRLY MTG	063460	69.00	
01-P00242	PETER STASIAK					
	I-201301164546	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-CITY MGR MEETING	063264	136.77	
	I-201301234557	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-CMAO WINTER CONF	063301	379.33	
	I-201301304581	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-CHOCTAW RECYCLING	063333	94.58	
	I-201301304582	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-DISTRICT COURT	063333	154.81	
01-P00250	PETTY CASH					
	I-201301164545	01 -5210202	OPERATING SUP COUNCIL MEETING EXP	063265	63.00	
	I-201301164545	01 -5210202	OPERATING SUP BUSINESS LUNCH EXP	063265	37.51	
	I-201301164545	01 -5431331	EMPLOYEE TRAV TRAVEL EXP MTG IN ATOKA	063265	17.80	
	I-201301164545	01 -5653331	EMPLOYEE TRAV TRAVEL EXP HR LAW TRAINING	063265	186.84	
	I-201301164545	01 -5431331	EMPLOYEE TRAV TRAVEL EXP MGMT TRAINING	063265	116.09	
	I-201301164545	01 -5321202	OPERATING SUP TRAVEL EXP TULSA TRIP	063265	13.33	
	I-201301164545	01 -5320202	OPERATING EXP REIMB LICENSE FEE	063265	100.00	
	I-201301164545	01 -5431202	OPERATING SUP REIMB SHIPPING EXP	063265	5.75	
	I-201301164545	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-OKC FOR PHYSICALS	063265	40.00	
	I-201301164545	01 -5547331	TRAVEL & TRAI TRAVEL EXP-PESTICIDE APP TRAIN	063265	18.61	
	I-201301164545	01 -5431202	OPERATING SUP REIMB OFFICE EXP	063265	45.76	
	I-201301164545	01 -5210202	OPERATING SUP COUNCIL MTG EXP	063265	21.80	
	I-201301164545	01 -5431331	EMPLOYEE TRAV TRAVEL EXP MTG IN OKC	063265	12.01	
	I-201301164545	01 -5321331	EMPLOYEE TRAV TRAVEL EXP TRAINING CLASS	063265	13.32	
	I-201301164545	01 -5321331	EMPLOYEE TRAV TRAVEL EXP TRAINING CLASS	063265	20.00	
	I-201301164545	01 -5321202	OPERATING SUP KEYS FOR CITY BLDG	063265	10.98	

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH	continued				
		I-201301164545	01 -5213202	OPERATING SUP OFFICE SUPPLIES	063265	9.97
01-P00310	PITNEY BOWES INC					
		I-3127966-JA13	01 -5215312	EQUIPMENT REN LEASE ON POSTAGE MACH	063462	3,283.99
01-P00390	PITTS.CO.FIREFIGHTER AS					
		I-2013 DUES	01 -5431330	DUES & SUBSCR ANNUAL DUES-PCFFA	063463	25.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201301234549	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PAVILION	063302	38.44
		I-201301234549	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK	063302	38.55
		I-201301304590	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	063334	591.24
		I-201301304590	01 -5215313	ELECTRIC UTIL ELECT UTIL-DET DIV	063334	193.15
		I-201301304590	01 -5215313	ELECTRIC UTIL ELECT UTIL-1016 E SOUTH	063334	242.07
		I-201301304590	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	063334	23.28
01-R00105	RANDY NORMAN					
		I-201301304585	01 -5544207	CLOTHING ALLO REIMB BOOT ALLOWANCE	063335	100.00
01-R00300	RICHARD RUSHING					
		I-201302054607	01 -5544308	CONTRACT LABO REFEREE FEES - 2 GAMES BB	063467	50.00
01-S00009	SADLER PAPER CO					
		I-33703	01 -5865202	OPERATING SUP JANITORIAL SUPPLIES	063471	161.17
01-S00013	SAF-T-GLOVE INC					
		I-669203	01 -5542203	REPAIRS & MAI SAFETY SUPPLIES	063473	239.75
01-S00190	SECURITY SYS. & ENG. IN					
		I-28397	01 -5542203	REPAIRS & MAI SECURITY MONITORING FEE	063475	120.00
		I-28445	01 -5211202	OPERATING SUP S/C TO CHANGE DOOR CODE	063475	85.00
01-S00233	SHANNON JOHNSTON					
		I-201302054602	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	063476	140.00
		I-201302054603	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	063476	60.00
		I-201302054610	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	063476	70.00
01-S00696	SPRINGHILL SUITES BY MA					
		I-12-01556	01 -5321324	SWAT TRAVEL EXP-SWAT SCHOOL	063479	1,678.05
01-S00726	STAPLES ADVANTAGE					
		I-21595	01 -5320202	OPERATING EXP MISC OFFICE SUPPLIES	063481	39.90
		I-3189702699	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	063481	173.27
		I-3189702699	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	063481	47.68
		I-3189702700	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	063481	10.79
		I-73396	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	063481	191.81
		I-74093	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	063481	13.08
		I-74929	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	063481	11.39

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE		continued			
	I-75774	01	-5320202	OPERATING EXP MISC OFFICE SUPPLIES	063481	9.98
	I-75814	01	-5320202	OPERATING EXP MISC OFFICE SUPPLIES	063481	7.08
	I-76012	01	-5652202	OPERATING SUP MISC OFFICE SUPPLIES	063481	26.98
	I-77082	01	-5865202	OPERATING SUP MISC OFFICE SUPPLIES	063481	105.96
	I-77992	01	-5653202	OPERATING SUP MISC OFFICE SUPPLIES	063481	87.64
	I-78461	01	-5431202	OPERATING SUP MISC OFFICE SUPPLIES	063481	99.33
01-T00009	T ZANE REEVES ASSOCIATE					
	I-120703-56877-1	01	-5210302	CONSULTANTS/L LEGAL FEES-FOB	063482	2,313.26
01-T00010	T. H. ROGERS LUMBER CO.					
	I-466714	01	-5865218	STREET REPAIR MISC REPAIR SUPPLIES	063483	65.66
01-T00458	TONYA M BARNES					
	I-201302054604	01	-5544308	CONTRACT LABO SCOREKEEPER FEE-5 GAMES BB	063487	75.00
01-T00540	TREATS SOLUTIONS LLC					
	I-072302	01	-5542203	REPAIRS & MAI JANITORIAL SUPPLIES	063489	309.50
01-T00630	TWIN CITIES READY MIX,					
	I-76471	01	-5865218	STREET REPAIR CONCRETE FOR MISC POURS	063491	73.00
01-U00020	UNITED STATES CELLULAR					
	I-201301304580	01	-5215315	TELEPHONE UTI CELL PHONE UTIL-GENERAL	063336	1,786.87
01-W00040	WALMART COMMUNITY BRC					
	I-002297	01	-5320202	OPERATING EXP MISC OPERATING SUPPLIES	063495	10.96
	I-00244	01	-5652202	OPERATING SUP SUPPLIES FOR RETIREMENT	063495	77.86
	I-00498	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	063495	7.96
	I-00630	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	063495	169.21
	I-006559	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	063495	126.79
	I-02090	01	-5225401	COMPUTER TECH IPAD W/WIFI	063495	599.00
	I-03665	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	063495	161.11
	I-05676	01	-5320202	OPERATING EXP MISC OPERATING SUPPLIES	063495	63.22
01-W00193	WEDDLE SIGNS					
	I-3286	01	-5431202	OPERATING SUP VEHICLE DECALS	063497	40.00
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1558693.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063502	96.52
	I-S1559605.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063502	229.21
	I-S1563865.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063502	148.79
01-W00480	WYLIE SPRAYERS OF OKLA.					
	I-170738	01	-5542203	REPAIRS & MAI SPRAYER CONTROL VALVES	063504	337.94
01-X00020	XEROX CORP-MAJOR ACCOUN					
	I-800609331	01	-5215312	EQUIPMENT REN LEASE ON COPIER	063505	1,791.34
		FUND	01	GENERAL FUND	TOTAL:	94,963.32

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	MIKE REDBIRD	I-201301164541	02 -5216207	CLOTHING ALLO MIKE REDBIRD: REIMB BOOT ALLOW	063254	100.00
	WESLEY SENNETT	I-201301304584	02 -5864207	CLOTHING ALLO WESLEY SENNETT: BOOT ALLOW	063328	100.00
01-A00103	ACCURATE LABS & MINING					
		I-3A08093	02 -5974304	LAB TESTING LAB TESTING FEES	063342	115.00
		I-3A08096	02 -5974304	LAB TESTING LAB TESTING FEES	063342	90.00
		I-3A09032	02 -5974304	LAB TESTING LAB TESTING FEES	063342	84.00
01-A00170	ADA PAPER CO.					
		I-353995	02 -5974203	REPAIRS & MAI JANITORIAL SUPPLIES	063343	244.84
01-A00267	AIRGAS, INC					
		I-9008885355	02 -5973203	REPAIRS & MAI MONTHLY RENTAL ON BOTTLES	063344	36.09
		I-9008960008	02 -5973203	REPAIRS & MAI MONTHLY RENTAL ON BOTTLES	063344	24.21
		I-9011663784	02 -5973203	REPAIRS & MAI MONTHLY RENTAL ON BOTTLES	063344	60.10
		I-9906471611	02 -5973203	REPAIRS & MAI MONTHLY RENTAL ON BOTTLES	063344	57.95
		I-9906471613	02 -5973203	REPAIRS & MAI MONTHLY RENTAL ON BOTTLES	063344	89.02
01-A00272	ALDERSON REGIONAL LANDF					
		I-138286	02 -5864308	CONTRACTED LA LF DUMPING FEE	063345	66.16
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201301164533	02 -5975328	INTERNET SERV INTERNET SVS-UTM OFFICE	063258	62.95
01-A00430	ALTIVIA					
		I-241947	02 -5974206	CHEMICALS ALUM	063347	3,377.22
		I-242516	02 -5974206	CHEMICALS POLYMER FOR WTP	063347	5,193.40
01-A00582	AT&T					
		I-201301234552	02 -5267315	TELEPHONE UTI INTERNET SVS-CITY HALL	063298	785.10
01-A00751	ATWOODS					
		I-1397/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	063349	24.99
		I-1446/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	063349	124.67
		I-1472/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	063349	52.26
01-A00770	BOLTE ENTERPRISES, INC					
		I-919194	02 -5974203	REPAIRS & MAI REPAIR PARTS AS NEEDED	063352	88.16
		I-919670	02 -5974203	REPAIRS & MAI REPAIR PARTS AS NEEDED	063353	24.03
		I-920155	02 -5974203	REPAIRS & MAI REPAIR PARTS AS NEEDED	063355	33.28
01-B00180	UNION IRON WORKS, INC.					
		C-S1707957.001 CR	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	57.82-
		I-S1706017.001	02 -5974203	REPAIRS & MAI MISC MAINT SUPPLIES	063359	53.79
		I-S1706107.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	85.85
		I-S1706759.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	6.30
		I-S1707434.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	64.19
		I-S1707756.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	206.78

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	UNION IRON WORKS, INC.			continued		
	I-S1708182.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	16.01	
	I-S1708216.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	9.91	
	I-S1708471.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	46.39	
	I-S1708661.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063359	191.14	
	I-S1708876.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063359	89.38	
	I-S1709277.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063360	17.06	
	I-S1709951.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063360	47.51	
01-B00491	BRENNTAG SOUTHWEST					
	I-BSW370569	02 -5974203	REPAIRS & MAI CARBON FOR WTP	063363	3,280.00	
01-C00271	CBSA					
	I-201301164539	02 -2512	CBSA COLLECTI COLLECTION FEES DUE-DEC 2012	063260	232.63	
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201301164534	02 -5267314	GAS UTILITY GAS UTIL-301 E POLK	063261	366.38	
01-C00340	CERTIFIED LABORATORIES					
	I-979364	02 -5973203	REPAIRS & MAI GENERATOR FUEL ADDATIVE	063371	480.00	
01-C00590	COLE & REED, PC					
	I-67866	02 -5267301	AUDITING AUDIT FEES	063374	5,000.00	
01-C00840	CRAWFORD & ASSOCIATES					
	I-7112	02 -5267302	CONSULTANTS AUDIT PREP FEES	063376	1,738.75	
01-D00158	DAVID T HARDGRAVE					
	I-4-1212	02 -5973302	CONSULTANTS (MONTHLY PRETREATMENT FEES	063380	2,068.11	
01-D00206	DBSP INC.					
	I-MT-223 MID	02 -5871302	CONSULTANTS SOFTWARE MAINT RENEWAL	063381	1,000.00	
01-D00323	DEPT. OF ENVIR. QUALITY					
	I-21013078	02 -5974304	LAB TESTING LAB TESTING FEES	063382	317.85	
	I-55178247	02 -5871329	DEQ FEES STORMWATER CONST FEE	063383	474.62	
01-D00540	DOLESE BROTHERS					
	I-RM13002351	02 -5975218	STREET REPAIR CONCRETE FOR STREET REPAI	063385	2,767.50	
	I-RM13002692	02 -5975218	STREET REPAIR CONCRETE FOR STREET REPAI	063385	2,518.55	
	I-RM13003079	02 -5975218	STREET REPAIR CONCRETE FOR STREET REPAI	063385	1,640.00	
	I-RM13003080	02 -5975218	STREET REPAIR CONCRETE FOR STREET REPAI	063385	512.50	
	I-RM13003710	02 -5975218	STREET REPAIR CONCRETE FOR STREET REPAI	063385	729.50	
	I-RM13004060	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	063385	985.00	
01-E00238	ENVIRONMENTAL RESOURCE					
	I-17458	02 -5973304	LAB TESTING PRETREATMENT SUPPLIES	063389	2,400.00	
01-E00321	EVANS ENTERPRISES, INC.					

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00321	EVANS ENTERPRISES, INC.		continued			
		I-72783	02 -5973316	REPAIRS & MAI 20 HP MOTOR REBUILD CHG	063392	848.45
01-F00037	FASTENAL					
		I-112185	02 -5973203	REPAIRS & MAI PLANT REPAIR SUPPLIES	063393	123.08
		I-112511	02 -5973203	REPAIRS & MAI PLANT REPAIR SUPPLIES	063393	167.48
		I-112527	02 -5973203	REPAIRS & MAI PLANT REPAIR SUPPLIES	063393	64.58
		I-112714	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063393	23.09
01-F00170	FIRST NATIONAL BANK					
		I-022013-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	063394	8,524.37
01-G00010	G & C RENTAL CENTER, IN					
		I-18545	02 -5975218	STREET REPAIR EQUIPMENT RENTAL	063398	1,700.00
01-I00106	IMS INFRASTRUCTURE MANA					
		I-11712-2	02 -5871302	CONSULTANTS PVMT MGMT PRGM DEV	063405	4,140.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-034827	02 -5871202	OPERATING SUP MISC OFFICE SUPPLIES	063406	64.04
		I-034906	02 -5871202	OPERATING SUP MISC OFFICE SUPPLIES	063406	130.19
01-I00120	TYLER TECHNOLOGIES					
		I-201302054608	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	063408	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201301234550	02 -5267313	ELECTRIC UTIL ELECT UTIL-UTM ON HEREFORD	063299	464.83
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-DEC 2012	02 -5866307	CONTRACTED RE RECYCLE CTR LABOR	063420	1,530.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01390	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063423	36.00
		I-02527	02 -5973203	REPAIRS & MAI PLANT SUPPLIES-WWM	063423	105.86
		I-04264	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063423	20.68
		I-04560	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063423	24.98
		I-06427	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063424	324.37
		I-07040	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063425	109.74
		I-07042	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063425	15.92
		I-07257	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063425	42.99
		I-901943	02 -5973203	REPAIRS & MAI PLANT SUPPLIES-WWM	063426	199.00
01-L00429	LOVE BOTTLING CO.					
		I-8101320	02 -5973304	LAB TESTING WATER FOR TESTING	063427	3.38
		I-8101427	02 -5973304	LAB TESTING WATER FOR TESTING	063427	6.76
01-M00532	MISTY VALLEY WATER CO.					
		I-79897	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	063431	21.76

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL					
		I-05608814	02 -5974317	ADVERTISING/P PUBLICATION COSTS	063442	164.68
01-000075	O'REILLY AUTO PARTS					
		I-0230-483456	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063448	8.16
		I-0230-483915	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063448	25.01
		I-0230-484978	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	063450	250.16
01-000275	OKLA DEPT OF COMMERCE					
		I-022013-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	063454	1,145.83
01-000519	OKLA INDIAN NATIONS CHA					
		I-13013	02 -5864331	EMPLOYEE TRAV WEP TRAINING FEE-4 EMP	063300	100.00
01-000523	OKLA WATER RESOURCES BO					
		I-005515-2013	02 -5974330	DUES & MAINT ANNUAL ADMIN FEE-WTR RTS	063457	150.00
01-P00040	PACE ANALYTICAL SERVICE					
		I-137500843	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	063459	54.47
		I-137500964	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	063459	189.47
		I-137500968	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	063459	135.00
		I-137501196	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	063459	54.47
01-P00250	PETTY CASH					
		I-201301164545	02 -5871202	OPERATING SUP REIMB OFFICE EXP	063265	34.87
		I-201301164545	02 -5974331	EMPLOYEE TRAV DEQ WATER EXAM FEE	063265	10.00
		I-201301164545	02 -5975331	EMPLOYEE TRAV TRAVEL EXP-WTR LIC. TEST	063265	38.75
		I-201301164545	02 -5974331	EMPLOYEE TRAV TRAVEL EXP-WTR LIC. TEST	063265	14.22
		I-201301164545	02 -5974331	EMPLOYEE TRAV TRAVEL EXP-WTR LIC. TEST	063265	15.32
		I-201301164545	02 -5975331	EMPLOYEE TRAV TRAVEL EXP-WTR LIC. TEST	063265	43.83
01-P00420	POSTMASTER					
		I-A12-01043	02 -5216317	POSTAGE UTILITY BILLS POSTAGE	063464	14,900.00
01-R00090	RAM INC					
		I-35405	02 -5974212	FUEL EXPENSE DIESEL FOR WTP	063466	1,553.07
		I-35426	02 -5974212	FUEL EXPENSE DIESEL FOR WTP	063466	1,571.40
		I-37355	02 -5974212	FUEL EXPENSE DIESEL FOR WTP	063466	1,577.00
		I-96901	02 -5974212	FUEL EXPENSE PROPANE FOR WTP	063466	18.00
01-R00365	ARC					
		I-67-590539	02 -5871202	OPERATING SUP PARTS & SVS FOR PLOTTER	063469	200.00
01-S00234	SHARE CORPORATION					
		I-831189	02 -5973203	REPAIRS & MAI WELDING RODS FOR REPAIRS	063477	150.39
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-96293	02 -5974203	REPAIRS & MAI CAUSTIC FOR WTP	063478	4,706.10
		I-96410	02 -5974203	REPAIRS & MAI CAUSTIC FOR WTP	063478	4,649.40

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00580	AT & T					
		I-201301164536	02 -5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	063266	93.00
		I-201301164538	02 -5267315	TELEPHONE UTI PHONE UTIL-MPWA	063266	4,232.56
01-S00710	STANDARD MACHINE LLC					
		I-231277	02 -5974316	REPAIRS & MAI REBUILD FEE-#2 FILTER INF	063480	475.00
		I-231439	02 -5974203	REPAIRS & MAI LABOR TO REBUILD #3 & #4	063480	600.00
01-S00726	STAPLES ADVANTAGE					
		I-77611	02 -5973203	REPAIRS & MAI MISC OFFICE SUPPLIES	063481	163.56
01-T00010	T. H. ROGERS LUMBER CO.					
		I-468248	02 -5975218	STREET REPAIR FORMING MATERIALS FOR	063483	27.25
01-T00473	TONY'S REFRIGERATION, I					
		I-1131	02 -5974203	REPAIRS & MAI ELECT REPAIRS TO PUMP	063488	600.00
01-U00020	UNITED STATES CELLULAR					
		I-201301304580	02 -5267315	TELEPHONE UTI CELL PHONE UTIL-MPWA	063336	693.49
		I-201301304580	02 -5975328	INTERNET SERV UTM INTERNET SVS	063336	52.52
01-U00051	UTILITY SUPPLY CO.					
		I-065181	02 -5975235	WATER MAIN RE SUPPLIES FOR WTR REPAIRS	063492	227.37
		I-065182	02 -5975235	WATER MAIN RE SUPPLIES FOR WTR REPAIRS	063492	36.48
		I-065183	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063492	231.30
		I-065184	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063492	58.40
		I-065185	02 -5975235	WATER MAIN RE PARTS FOR STM DRAIN	063492	60.83
		I-065186	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063492	402.43
		I-065187	02 -5975235	WATER MAIN RE SUPPLIES FOR WTR REPAIRS	063492	384.80
		I-065188	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063492	178.92
		I-065189	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063492	258.00
		I-065190	02 -5975230	SEWER MAIN RE SUPPLIES FOR SWR LINE REP	063492	222.38
		I-065191	02 -5975230	SEWER MAIN RE SUPPLIES FOR SWR LINE REP	063492	855.50
		I-065192	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063492	50.22
		I-065193	02 -5975235	WATER MAIN RE PARTS FOR STM DRAIN	063492	308.60
		I-065194	02 -5975235	WATER MAIN RE PARTS FOR STM DRAIN	063492	40.22
		I-065195	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063493	352.83
		I-065196	02 -5975230	SEWER MAIN RE SUPPLIES FOR SWR LINE REP	063493	372.60
		I-065197	02 -5975211	WATER METERS REPLACEMENT WATER METERS	063493	57.42
01-U00128	UNITED PACKAGING & SHIP					
		I-116249	02 -5973316	REPAIRS & MAI SHIPPING FEES FOR SAMPLES	063494	35.15
		I-116252	02 -5973316	REPAIRS & MAI SHIPPING FEES FOR SAMPLES	063494	34.04
		I-116720	02 -5973316	REPAIRS & MAI SHIPPING FEES FOR SAMPLES	063494	30.22
01-W00130	WATER PRODUCTS					
		I-0955691-IN	02 -5975230	SEWER MAIN RE REPAIR CLAMPS	063496	6,132.63
01-W00465	WORTH HYDROCHEM OF OKLA					

PAGE: 14

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-W00465	WORTH HYDROCHEM OF OKLA	continued					
	I-4114IN1	02 -5974203	REPAIRS & MAI PRESSUR TRANSDUCER-WTP	063503	3,354.00		
	I-4199IN16	02 -5974203	REPAIRS & MAI INSTALLATION & PROGRAMING	063503	1,300.00		
01-Z00010	ZEE MEDICAL INC						
	I-021-018315LF	02 -5974316	REPAIRS & MAI FIRST AID SUPPLIES	063506	3.19		
	I-021-040169	02 -5974316	REPAIRS & MAI FIRST AID SUPPLIES	063506	228.85		
			FUND	02	MPWA	TOTAL:	111,019.38

2/05/2013 1:53 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-022013-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	063394	2,510.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-468577	03 -5876203	REPAIRS & MAI MATERIALS FOR ROOF REPAIR	063483	173.61
01-U00020	UNITED STATES CELLULAR					
		I-201301304580	03 -5876315	TELEPHONE UTI CELL PHONE UTIL-AIRPORT	063336	27.70
			FUND 03	AIRPORT AUTHORITY	TOTAL:	2,711.31

PAGE: 17

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL					
	I-42012	09	-5864327	SUB TITLE D E QTRLY FEE-LANDFILL	063348	60.39
01-B00244	BIG MAC					
	I-SI022143	09	-5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	063362	945.00
	I-SI022144	09	-5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	063362	945.00
	I-SI022226	09	-5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	063362	892.50
	I-SI022285	09	-5864327	SUB TITLE D E LEACH WATER REMOVAL FEE	063362	525.00
01-S00132	STEARNS, CONRAD & SCHMI					
	I-0203457	09	-5864327	SUB TITLE D E GRD WTR/GAS MONITORING FE	063474	5,920.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		9,287.89

2/05/2013 1:53 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 26 EDUCATIONAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-MC0145	MCALISTER PUBLIC SCHOOL					
	I-MOU 1-25-13		26 -5211626	TRANSFER - PU SALES TAX PROCEEDS	063439	370,000.00
			FUND	26 EDUCATIONAL FUND	TOTAL:	370,000.00

2/05/2013 1:53 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-012013-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	063437	1,166.67
01-P00450	PRIDE IN MCALESTER					
		I-012013-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	063465	2,500.00
			FUND	27 TOURISM FUND	TOTAL:	3,666.67

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 28 SE EXPO CENTER

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	JERRY LYNN WILSON	I-201301304587	28 -5654331	TRAVEL & TRAI KIAMICHI BD MTG	063330	62.46
01-B00192	BEN E. KEITH					
		C-01869016 CR	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	063361	243.12-
		I-01953346	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	063361	1,093.51
		I-01953346	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	063361	2,156.80
		I-01961028	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	063361	295.40
01-C00202	CARTRIDGE WORLD					
		I-109250	28 -5654202	OPERATING SUP OFFICE SUPPLIES	063367	47.96
01-C00823	COUNTRY MART					
		I-1-14-13	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	063375	37.20
01-D00006	D & D ELEVATOR INC					
		I-12231	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	063378	200.00
		I-12244	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	063378	200.00
01-E00203	EMPIRE PAPER CO.					
		I-0037940	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	063387	222.29
		I-0040006	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	063387	216.05
		I-0043558	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	063387	340.93
		I-0044675	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	063387	224.84
		I-0044676	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	063387	29.44
01-H00279	HUGHES NET					
		I-201301164535	28 -5654328	INTERNET SERV INTERNET SVS-EXPO	063263	143.50
01-J00110	JACKIE BRANNON CORR. CT					
		I-CC20130052	28 -5654308	CONTRACT SERV MONTHLY INMATE FEES	063411	147.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-04974	28 -5654203	REPAIR & MAIN REPAIR & MAINT ITEMS	063424	75.56
		I-06161	28 -5654203	REPAIR & MAIN MAINTENANCE SUPPLIES	063424	159.85
		I-06578	28 -5654203	REPAIR & MAIN MAINTENANCE SUPPLIES	063424	54.94
		I-07431	28 -5654203	REPAIR & MAIN REPAIR & MAINT ITEMS	063425	284.94
01-P00210	PEPSI COLA					
		I-105532	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	063461	600.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201301304590	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	063334	4,792.89
		I-201301304590	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV	063334	36.06
01-S00011	S & W PUBLISHING					
		I-1009	28 -5654317	ADVERTISING & ADVERTISING FEES	063472	400.00
01-S00726	STAPLES ADVANTAGE					

PAGE: 21

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE	continued				
	I-76163	28 -5654202	OPERATING SUP MISC OFFICE SUPPLIES		063481	6.92
01-T00150	DAILY & SUNDAY OKLAHO					
	I-0002115094121216	28 -5654317	ADVERTISING & YRLY CHRISTMAS LTS AD		063484	800.00
01-T00611	TULSA WORLD					
	I-114491-0113-S001	28 -5654317	ADVERTISING & ADVERTISING FOR EXPO		063490	699.30
01-U00020	UNITED STATES CELLULAR					
	I-201301304580	28 -5654315	TELEPHONE UTI CELL PHONE UTIL-EXPO		063336	110.80
01-W00040	WALMART COMMUNITY BRC					
	I-00085	28 -5654210	CONCESSION SU CONCESSION SUPPLIES		063495	11.71
	I-008093	28 -5654210	CONCESSION SU CONCESSION SUPPLIES		063495	153.62
	I-009774	28 -5654210	CONCESSION SU CONCESSION SUPPLIES		063495	424.13
	I-01536	28 -5654210	CONCESSION SU CONCESSION SUPPLIES		063495	563.11
	I-01574	28 -5654210	CONCESSION SU CONCESSION SUPPLIES		063495	24.94
01-W00268	WHISTLE STOP BISTRO					
	I-019366	28 -5654224	CATERING CATERING SUPPLIES		063500	109.00
			FUND 28 SE EXPO CENTER	TOTAL:		14,482.03

PAGE: 22

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201301164537	29 -5324401	CAPITAL OUTLA PHONE UTIL-911 EQUIP RENTAL	063257	2,403.33
01-C00146	CANADIAN VALLEY TELEPHO					
		I-201301164540	29 -5324315	TELEPHONE UTI PHONE UTIL-911 TRUNK LINE	063259	133.36
01-E00258	ERGOMETRICS & APPLIED P					
		I-114651	29 -5324202	OPERATING SUP TESTS FOR DISPATCH EMP	063390	428.60
01-U00020	UNITED STATES CELLULAR					
		I-201301304580	29 -5324315	TELEPHONE UTI CELL PHONE UTIL-E911	063336	27.70
01-W00392	WINDSTREAM CORPORATION					
		I-201301304579	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	063337	452.50
				FUND 29 E-911	TOTAL:	3,445.49

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00016	C.S. DAY AND ASSOCIATES					
	I-PAYMENT #1	30 -5211407	14 ST/69 HWY	14TH & 69 HWY SWR EXTENSI	063507	225,003.60
01-M00270	MPOWER ECONOMIC DEVELOP					
	I-012013-2010-2011	30 -5211360	ECONOMIC DEVE	MPOWER ECONOMIC DEV	063429	19,542.75
01-MC0134	MCALESTER MAIN STREET					
	I-012013-2010/2011	30 -5211353	MAIN STREET P	CONTRACT WITH MCALESTER MAIN S	063437	1,166.66
01-N00347	MEHLBURGER BRAWLEY, INC					
	I-MC-11-05-07	30 -5211405	8 INCH WATER	8" WTR MAIN-TAYLOR BUS PK	063445	2,115.00
	I-MC-12-01-04	30 -5211407	14 ST/69 HWY	ENG FEE-14TH & 69 SWR EXT	063510	1,738.00
	I-MC-12-01-06	30 -5211407	14 ST/69 HWY	ENG FEE-14TH & 69 SWR EXT	063445	2,303.00
01-000275	OKLA DEPT OF COMMERCE					
	I-022013-#12248	30 -5211510	CDBG / EDIF D	CDBG - EDIF CONT #12248	063453	282.50
01-P00450	PRIDE IN MCALESTER					
	I-012013-2010-2011	30 -5211352	MISC PRIDE IN	CONTRACT WITH PRIDE IN McALEST	063465	2,500.00
01-R00464	ROBISON INTERNATIONAL,					
	I-012013-2012-13	30 -5211361	LOBBYING SERV	LOBBYING SERVICES-MDSA	063470	2,000.00
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	256,651.51

2/05/2013 1:53 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00016	C.S. DAY AND ASSOCIATES					
	I-PAYMENT #1		33 -5871513	2010 CDBG PRO 2010 CDBG WTR IMP-N TOWN	063507	43,947.00
01-N00347	MEHLBURGER BRAWLEY, INC					
	I-MC-11-03-06		33 -5871513	2010 CDBG PRO CONSULTANT FEES-2010 CDBG	063445	3,110.00
			FUND 33	CDBG GRANTS FUND	TOTAL:	47,057.00

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 25

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	GLEN GILMORE	I-201301234554	35 -5862207	CLOTHING ALLO GLEN GILMORE: BOOT ALLOW	063294	100.00
01-A00751	ATWOODS					
		I-1460/9	35 -5862203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	063349	99.98
		I-1473/9	35 -5862203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	063350	36.68
01-A00770	BOLTE ENTERPRISES, INC					
		I-916769	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	70.93
		I-916776	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	14.91
		I-917575	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	234.00
		I-917742	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	119.00
		I-918013	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	12.97
		I-918104	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	30.97
		I-918123	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	3.74
		I-918146	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	40.28
		I-918150	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	20.98
		I-918151	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	96.02
		I-918156	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	16.98
		I-918228	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	12.11
		I-918235	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	15.39
		I-918244	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063351	86.60
		I-918330	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	21.79
		I-918331	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	10.77
		I-918459	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	18.30
		I-918729	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	77.32
		I-918795	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	37.35
		I-918822	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	17.63
		I-918858	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	71.97
		I-918859	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	18.01
		I-918985	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	101.35
		I-919020	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	12.37
		I-919192	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	43.99
		I-919209	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063352	56.34
		I-919234	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	207.08
		I-919241	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	5.39
		I-919277	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	224.14
		I-919315	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	11.90
		I-919338	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	19.03
		I-919399	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	26.99
		I-919414	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	5.49
		I-919451	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	65.60
		I-919468	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	8.94
		I-919474	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	3.90
		I-919633	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	49.20
		I-919696	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063353	25.92
		I-919706	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	110.77
		I-919709	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	27.66
		I-919712	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	37.80

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC		continued			
		I-919722	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	4.69
		I-919733	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	25.22
		I-919753	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	16.66
		I-919771	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	23.99
		I-919773	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	67.06
		I-919776	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	35.39
		I-919787	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	84.81
		I-919790	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	10.79
		I-919825	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	34.40
		I-919851	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063354	51.21
		I-920136	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063355	25.67
01-B00043	B & S SUPPLY, INC.					
		I-62578	35 -5862203	REPAIRS & MAI SMALL PARTS	063356	185.65
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-202111	35 -5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	063358	459.08
		I-MC-202272	35 -5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	063358	1,836.32
		I-MC-202310	35 -5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	063358	1,588.08
		I-MC-202408	35 -5862203	REPAIRS & MAI TIRES FOR FD BRUSH RIG	063358	870.00
		I-MC-202426	35 -5862203	REPAIRS & MAI TIRES REPAIRS FOR CARS	063358	74.90
		I-MC-202459	35 -5862203	REPAIRS & MAI TIRES FOR C-1	063358	181.50
		I-MC-202469	35 -5862203	REPAIRS & MAI TIRES FOR UTM-1	063358	530.36
01-B00550	BRUSKE PRODUCTS					
		I-831579	35 -5862202	OPERATING SUP SHOP SUPPLIES FOR FM	063364	245.55
01-B00570	BUCK WILSON BODY SHOP I					
		I-7784	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	063365	2,201.74
01-C00148	CAR BONZ SALVAGE					
		I-246457	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	063366	20.00
		I-246473	35 -5862203	REPAIRS & MAI DRIVE SHAFT FOR G-1	063366	200.00
		I-246559	35 -5862203	REPAIRS & MAI SIDE MIRRORS FOR BRUSH-2	063366	200.00
01-C00339	CERTIFIED LABORATORIES					
		I-967627	35 -5862203	REPAIRS & MAI DIESEL MATE FOR VEHICLES	063370	1,020.15
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-179960	35 -5862203	REPAIRS & MAI PARTS FOR LADDER #1	063372	52.00
01-F00037	FASTENAL					
		I-112738	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	063393	10.35
01-F00310	FRONTIER INTNL. TRUCKS,					
		I-865322	35 -5862203	REPAIRS & MAI REPAIR PARTS AS NEEDED	063396	174.63
		I-867891	35 -5862203	REPAIRS & MAI EG KIT FOR SW-11	063396	957.86

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 27

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00490	GRISSOM IMPLEMENT INC					
		I-312330	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	063401	90.53
		I-316236	35 -5862203	REPAIRS & MAI MISC PARTS FOR SBC EQUIP	063401	536.07
01-H00019	HD ROUSE dba HDR SERVIC					
		I-0305	35 -5862203	REPAIRS & MAI WRECKER SVS-FIRE VEH	063402	200.00
		I-0306	35 -5862203	REPAIRS & MAI WRECKER SVR-FIRE VEH	063402	675.00
01-J00310	JET TIRE SERVICE					
		I-107549	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	063412	65.95
		I-107551	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	063412	44.95
		I-107566	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	063412	69.95
01-K00185	KENNEDY EYE CARE, LLC					
		I-1130	35 -5862202	OPERATING SUP SAFETY FRAMES FOR GLASSES	063418	55.00
01-K00190	YELLOWHOUSE MACHINERY C					
		I-951810	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	063419	311.88
01-M00149	MARTY'S MUFFLER & BRAKE					
		I-1-30-13	35 -5862203	REPAIRS & MAI MISC REPAIRS AS NEEDED	063428	20.00
		I-1-31-13	35 -5862203	REPAIRS & MAI MISC REPAIRS AS NEEDED	063428	85.00
01-MC0045	MC CRAYS MANUFACTURING					
		I-6090	35 -5862203	REPAIRS & MAI REPAIR PARTS AS NEEDED	063434	11.90
01-MC0210	MCCULLARS MOTOR SPORTS					
		I-009019	35 -5862203	REPAIRS & MAI LABOR TO RESEAL VAN SEAM	063440	85.00
01-N00270	NIX AUTO CENTER, INC.					
		I-129957	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	063443	45.82
		I-130055	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	063443	5.40
		I-130228	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	063443	215.84
		I-236657	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	063443	33.70
01-N00271	NIX FORD MERCURY INC.					
		I-140434	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	063444	35.50
		I-140456	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	063444	47.45
		I-140464	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	063444	38.50
		I-140556	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	063444	35.50
		I-140581	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	063444	35.50
		I-72346	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	063444	38.05
01-000050	OCT EQUIPMENT, INC.					
		I-P92294	35 -5862203	REPAIRS & MAI PARTS FOR S-33	063446	779.76
01-000075	O'REILLY AUTO PARTS					
		C-0230-484428 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	6.50-
		C-0230-484439 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063447	35.00-

2/05/2013 1:53 PM
 PACKET: 09210 CLAIMS FOR 2/12/13
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 28

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS	continued				
		C-0230-485759 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063447	13.20-
		C-0230-485805 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063447	15.00-
		C-0230-486062 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063447	52.63-
		C-0230-486117 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063447	52.16-
		I-0230-482713	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	70.71
		I-0230-482718	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	48.57
		I-0230-482719	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	30.50
		I-0230-482720	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	95.88
		I-0230-482721	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	95.88
		I-0230-482722	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	88.31
		I-0230-482849	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063447	148.76
		I-0230-482906	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063447	39.98
		I-0230-483355	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	31.59
		I-0230-483607	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	7.99
		I-0230-483616	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	166.49
		I-0230-483621	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	28.96
		I-0230-483653	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	95.78
		I-0230-483708	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	89.99
		I-0230-483714	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	28.78
		I-0230-483827	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	16.98
		I-0230-483920	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063448	55.99
		I-0230-483950	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063448	6.78
		I-0230-484086	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063448	118.99
		I-0230-484088	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	141.50
		I-0230-484119	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063449	33.97
		I-0230-484190	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	95.47
		I-0230-484208	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	191.96
		I-0230-484349	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	46.96
		I-0230-484351	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	17.17
		I-0230-484366	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063449	6.50
		I-0230-484393	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	82.99
		I-0230-484411	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063449	6.50
		I-0230-484427	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	162.49
		I-0230-484913	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	15.28
		I-0230-484919	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	18.05
		I-0230-484948	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063449	47.19
		I-0230-484986	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	17.59
		I-0230-485057	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063450	9.92
		I-0230-485304	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	52.16
		I-0230-485405	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	17.98
		I-0230-485417	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	27.99
		I-0230-485663	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	56.93
		I-0230-485688	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	23.83
		I-0230-485725	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	61.14
		I-0230-485760	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	43.95
		I-0230-485787	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	44.99
		I-0230-485979	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	118.11
		I-0230-486009	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063450	44.19

PAGE: 29

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS	continued				
		I-0230-486069	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063451	11.99
		I-0230-486087	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063451	38.00
		I-0230-486093	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063451	7.44
		I-0230-487253	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	063451	44.56
01-000122	OK TIRE					
		I-6546	35 -5862203	REPAIRS & MAI COMPRESSED STRUTS-PD45	063452	60.00
01-P00250	PETTY CASH					
		I-201301164545	35 -5862203	REPAIRS & MAI TRAVEL EXP TOLL FEE	063265	2.25
01-T00299	THOMPSON DIESEL INC					
		I-T27566	35 -5862203	REPAIRS & MAI PARTS FOR WP-5 PUMP	063485	316.53
01-T00444	TOMAR ELECTRONICS					
		I-051345	35 -5862203	REPAIRS & MAI LIGHT BAR FOR TC-2	063486	1,636.95
01-U00020	UNITED STATES CELLULAR					
		I-201301304580	35 -5862203	REPAIRS & MAI CELL PHONE UTIL-FLEET MAINT	063336	61.79
01-W00195	WELDON PARTS INC.					
		I-694549-00	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	063498	86.66
		I-948555-00	35 -5862203	REPAIRS & MAI PUMP FOR SALT SPREADER	063498	28.96
		I-951717-00	35 -5862203	REPAIRS & MAI PUMP FOR SALT SPREADER	063498	567.55
		I-961977-00	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	063498	15.40
01-W00267	WHITE STAR MACHINERY AN					
		I-0707001	35 -5862203	REPAIRS & MAI PARTS FOR CHIPPER	063499	961.54
01-W00269	WHITES TRACTORS					
		I-697115	35 -5862203	REPAIRS & MAI CYLINDER REPAIR - FORKLIF	063501	75.00
				FUND 35 FLEET MAINTENANCE	TOTAL:	23,434.70

2/05/2013 1:53 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 30

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN	I-9073	36 -5215315	THIRD PARTY A W/C ADMINISTRATION FEE	063433	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

2/05/2013 1:53 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 31

PACKET: 09210 CLAIMS FOR 2/12/13

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-022013-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	063394	3,378.84
				FUND 41 CIP FUND	TOTAL:	3,378.84
				REPORT GRAND TOTAL:		942,186.75

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2012-2013	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	10,000.00		
	01 -5210202	OPERATING SUPPLIES	209.20	2,600	528.91		
	01 -5210302	CONSULTANTS/LABOR RELATION	10,501.08	65,000	3,333.12		
	01 -5210303	CONSULTANTS/BENEFITS	742.50	62,500	37,500.00		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	1,100.49	5,900	1,970.89		
	01 -5210480	CONTINGENCY	735.00	25,000	23,537.00		
	01 -5211202	OPERATING SUPPLIES	369.40	6,300	3,220.00		
	01 -5212202	OPERATING SUPPLIES	47.68	1,400	535.13		
	01 -5212308	CONTRACTED SERVICES	270.00	2,300	25.40-	Y	
	01 -5212317	ADVERTISING & PRINTING	183.40	2,000	963.66		
	01 -5212330	DUES & SUBSCRIPTIONS	30.00	450	112.00		
	01 -5213202	OPERATING SUPPLIES	9.97	5,000	3,076.96		
	01 -5213336	FEES	200.00	2,500	900.00		
	01 -5214302	CONSULTANTS	3,705.00	135,200	712.30		
	01 -5215301	AUDITING	5,000.00	23,000	3,000.00		
	01 -5215302	CONSULTANTS	2,500.00	25,000	6,493.50		
	01 -5215312	EQUIPMENT RENTALS	5,075.33	30,900	116.82-	Y	
	01 -5215313	ELECTRIC UTILITY	1,126.73	315,000	162,770.44		
	01 -5215314	GAS UTILITY	426.16	14,000	12,961.82		
	01 -5215315	TELEPHONE UTILITY	1,972.53	27,900	4,350.09		
	01 -5225349	SOFTWARE MAINTENANCE	6,869.50	36,400	6,911.78-	Y	
	01 -5225401	COMPUTER TECHNOLOGY	599.00	20,000	13,397.36		
	01 -5320202	OPERATING EXPENSE	231.14	4,300	2,893.62		
	01 -5321202	OPERATING SUPPLIES	24.31	12,700	6,167.33		
	01 -5321308	CONTRACTED SERVICES	387.33	15,000	6,947.28		
	01 -5321324	SWAT	1,678.05	12,500	3,018.99		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	33.32	10,500	8,329.42		
	01 -5321510	LEASE PAYMENTS	5,185.00	62,220	20,740.00		
	01 -5322207	CLOTHING ALLOWANCE	197.00	500	303.00		
	01 -5324202	OPERATING SUPPLIES	238.91	1,500	681.12		
	01 -5431202	OPERATING SUPPLIES	1,117.00	11,700	2,405.84		
	01 -5431203	REPAIRS & MAINT SUPPLIES	106.80	13,000	7,805.30		
	01 -5431207	CLOTHING ALLOWANCE	3,432.53	18,500	2,564.45		
	01 -5431305	PHYSICALS	950.00	25,000	21,238.00		
	01 -5431328	INTERNET SERVICE	125.90	2,800	1,478.05		
	01 -5431330	DUES & SUBSCRIPTIONS	25.00	8,100	4,868.00		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	185.90	9,300	6,085.81		
	01 -5432202	OPERATING SUPPLIES	779.64	21,000	5,462.38		
	01 -5432308	CONTRACTED SERVICES	4,301.56	36,900	16,256.09		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	247.13	3,500	705.87		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,146.09	52,600	12,035.22		
	01 -5542207	CLOTHING ALLOWANCE	100.00	2,750	1,580.00		
	01 -5542308	CONTRACTED SERVICES	107.39	15,500	5,810.73		
	01 -5542316	REPAIRS & MAINTENANCE	146.30	15,800	10,737.48		
	01 -5542330	DUES & SUBSCRIPTIONS	261.00	800	494.00		

** 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	-5543203	REPAIRS & MAINT SUPPLIES	194.60	13,000	5,445.80		
01	-5544207	CLOTHING ALLOWANCE	100.00	500	110.00		
01	-5544308	CONTRACT LABOR	275.00	22,000	14,478.83		
01	-5547203	REPAIRS & MAINT SUPPLIES	162.29	10,500	2,540.82		
01	-5547308	CONTRACTED SERVICES	1,103.89	1,500	1,075.68-	Y	
01	-5547331	TRAVEL & TRAINING	18.61	500	481.39		
01	-5548203	REPAIRS & MAINTENANCE SUPP	2,784.55	54,500	26,005.57		
01	-5548207	CLOTHING ALLOWANCE	289.98	1,000	295.02		
01	-5548316	REPAIRS & MAINTENANCE	400.00	23,000	6,521.41		
01	-5652202	OPERATING SUPPLIES	154.79	1,900	792.06		
01	-5652319	DEMOLITION	2,995.00	25,000	1,815.03		
01	-5652336	FEES	76.00	1,500	80.00-	Y	
01	-5653202	OPERATING SUPPLIES	99.03	2,800	811.32		
01	-5653213	SAFETY EXPENSE	3,183.00	27,800	15,076.91		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	186.84	2,000	1,229.34		
01	-5653348	DRUG TESTING/PHYSICALS	15.95	22,200	15,208.25		
01	-5865202	OPERATING SUPPLIES	472.02	4,500	598.84		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	472.84	114,500	99,333.98		
01	-5865207	CLOTHING ALLOWANCE	69.99	3,438	1,468.01		
01	-5865218	STREET REPAIRS & MAINTENAN	16,145.72	275,000	62,422.55		
01	-5865328	INTERNET SERVICE	82.95	1,510	399.80		
02	-2512	CBSA COLLECTION FEES	232.63				
02	-5216207	CLOTHING ALLOWANCE	100.00	1,000	300.00		
02	-5216317	POSTAGE	14,900.00	45,000	0.00		
02	-5216336	FEES	293.16	4,500	1,604.72		
02	-5267301	AUDITING	5,000.00	23,000	3,000.00		
02	-5267302	CONSULTANTS	1,738.75	25,000	6,493.50		
02	-5267313	ELECTRIC UTILITY	464.83	389,500	204,086.84		
02	-5267314	GAS UTILITY	366.38	5,400	3,634.09		
02	-5267315	TELEPHONE UTILITY	5,804.15	50,900	11,403.86		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	4,583.36		
02	-5864207	CLOTHING ALLOWANCE	100.00	563	165.00		
02	-5864308	CONTRACTED LANDFILL SERVIC	66.16	39,000	3,662.41		
02	-5864331	EMPLOYEE TRAVEL & TRAINING	100.00	500	400.00		
02	-5864510	LEASE PAYMENTS	8,524.37	102,293	34,098.04		
02	-5866230	RECYCLING CENTER EXPENSE	21.76	4,600	2,076.32		
02	-5866307	CONTRACTED RECYCLE SERVICE	1,530.00	20,500	4,760.00		
02	-5871202	OPERATING SUPPLIES	429.10	3,800	2,380.14		
02	-5871302	CONSULTANTS	5,140.00	166,060	42,840.42		
02	-5871329	DEQ FEES	474.62	700	225.38		
02	-5973203	REPAIRS & MAINT SUPPLIES	2,162.62	74,100	41,384.06		
02	-5973302	CONSULTANTS (IND. PRETREAT	2,068.11	40,000	23,942.80		
02	-5973304	LAB TESTING	2,843.55	37,600	15,233.91		
02	-5973316	REPAIRS & MAINTENANCE	947.86	40,500	13,515.91		
02	-5974203	REPAIRS & MAINT SUPPLIES	19,363.26	114,000	34,449.15		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5974206	CHEMICALS	8,570.62	389,000	96,027.04		
02	-5974212	FUEL EXPENSE	4,719.47	13,800	2,211.77-	Y	
02	-5974304	LAB TESTING	606.85	30,000	14,716.59		
02	-5974316	REPAIRS & MAINTENANCE	707.04	67,000	21,711.83		
02	-5974317	ADVERTISING/PRINTING/POSTA	164.68	3,000	291.66		
02	-5974330	DUES & MAINTENANCE	150.00	900	750.00		
02	-5974331	EMPLOYEE TRAVEL & TRAININ	39.54	2,000	167.66		
02	-5975209	UTILITY MAINTENANCE SUPP.	33.17	32,500	31,061.49		
02	-5975211	WATER METERS	1,589.52	45,000	3,460.39		
02	-5975218	STREET REPAIRS & MAINTENAN	10,880.30	158,000	63,290.60		
02	-5975230	SEWER MAIN REPAIR	8,484.70	100,000	57,117.74		
02	-5975235	WATER MAIN REPAIR	1,058.30	50,000	10,722.83		
02	-5975328	INTERNET SERVICE	115.47	1,500	642.26		
02	-5975331	EMPLOYEE TRAVEL & TRAININ	82.58	2,000	82.58-	Y	
03	-5876203	REPAIRS & MAINT SUPPLIES	173.61	2,700	37.84		
03	-5876315	TELEPHONE UTILITY	27.70	300	79.64		
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,300	10,220.00		
08	-5549207	CLOTHING ALLOWANCE	164.00	1,000	186.00		
08	-5549308	CONTRACT SERVICES	747.65	15,500	6,282.87		
08	-5549315	TELEPHONE UTILITY	235.28	2,400	674.54		
09	-5864327	SUB TITLE D EXPENSE	9,287.89	80,000	28,555.50		
26	-5211626	TRANSFER - PUBLIC SCHOOLS	370,000.00	370,000	0.00		
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	12,500.00		
27	-5655353	MAIN STREET PROGRAM	1,166.67	14,000	5,833.31		
28	-5654202	OPERATING SUPPLIES	54.88	3,500	1,329.29		
28	-5654203	REPAIR & MAINT SUPPLIES	1,608.84	20,000	5,807.47		
28	-5654210	CONCESSION SUPPLIES	5,117.30	29,000	17,231.84		
28	-5654224	CATERING	109.00	1,200	953.00		
28	-5654308	CONTRACT SERVICES	147.00	4,500	2,957.33		
28	-5654313	ELECTRIC UTILITY	4,828.95	63,000	30,171.64		
28	-5654315	TELEPHONE UTILITY	110.80	3,000	798.56		
28	-5654316	REPAIRS & MAINTENANCE	400.00	22,000	9,941.73		
28	-5654317	ADVERTISING & PRINTING	1,899.30	5,000	280.30-	Y	
28	-5654328	INTERNET SERVICE	143.50	900	326.00		
28	-5654331	TRAVEL & TRAINING	62.46	1,000	20.11-	Y	
29	-5324202	OPERATING SUPPLIES	428.60	26,000	21,407.88		
29	-5324315	TELEPHONE UTILITY	613.56	60,000	26,284.36		
29	-5324401	CAPITAL OUTLAY	2,403.33	30,714	13,890.69		
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	12,500.00		
30	-5211353	MAIN STREET PROGRAM	1,166.66	14,000	5,833.38		
30	-5211360	ECONOMIC DEVELOP. SERVICES	19,542.75	234,513	97,713.75		
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	10,000.00		
30	-5211405	8 INCH WATER MAIN-TAYLOR I	2,115.00	35,671	26,522.50		
30	-5211407	14 ST/69 HWY SWR EXTENSION	229,044.60	441,082	20,756.00-	Y	
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	1,130.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	33 -5871513	2010 CDBG PROJECT	47,057.00	155,292	2,752.00				
	35 -5862202	OPERATING SUPPLIES	300.55	4,000	2,919.60				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	23,034.15	369,900	195,398.75				
	35 -5862207	CLOTHING ALLOWANCE	100.00	1,500	256.00				
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	700.00				
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	13,516.28				
	** 2012-2013 YEAR TOTALS **		942,186.75						

NO ERRORS

** END OF REPORT **

PACKET: 09210 CLAIMS FOR 2/12/13

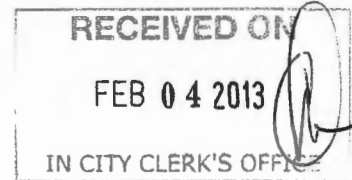
VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	1/2013	9,497.50CR
01	2/2013	85,465.82CR
02	1/2013	7,440.45CR
02	2/2013	103,578.93CR
03	1/2013	27.70CR
03	2/2013	2,683.61CR
08	1/2013	399.28CR
08	2/2013	747.65CR
09	2/2013	9,287.89CR
26	2/2013	370,000.00CR
27	2/2013	3,666.67CR
28	1/2013	5,145.71CR
28	2/2013	9,336.32CR
29	1/2013	3,016.89CR
29	2/2013	428.60CR
30	2/2013	256,651.51CR
33	2/2013	47,057.00CR
35	1/2013	164.04CR
35	2/2013	23,270.66CR
36	2/2013	941.68CR
41	2/2013	3,378.84CR
=====		
ALL		942,186.75CR



RATIFICATION OF LEASE

On December 14, 2009, a Lease Purchase was entered into by and between First National Bank & Trust Co., McAlester, Oklahoma, as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, in connection with the rent and lease of the following described equipment:

2006 Caterpillar D7RIIWDA S/N#AEC00983 and 2000 Al-Jon Trash Compactor S/N#13652, with all accessions and accessories.

Lessor and Lessee hereby desire and adopt, ratify and confirm the above referenced Lease and all of its terms and provisions.

CITY OF MCALESTER

FIRST NATIONAL BANK & TR CO.

By: _____
Steve Harrison, Mayor

By: _____
Roi Nelson, CEO

Date: _____

Date: _____



January 30, 2012

Ms. Cora Middleton
City Clerk
City of McAlester
P. O. Box 578
McAlester, Oklahoma 74502

RE: Ratification of Lease 134

Dear Ms. Middleton:

Enclosed you will please find the original Ratifications for the above referenced Lease for Mayor Harrison's signature.

Once I receive the signed originals I will obtain Mr. Nelson's signature and return you a signed copy.

I appreciate your assistance in this matter and if you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Crowl". The signature is written in dark ink and is positioned above the printed name and title.

Kathy Crowl
Compliance/CRA/BSA Officer

Encs.

DIVISION ORDER**Internal Use Only**

100W131528-71

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

Property Number: **131528**

Property Name: **OSP 01-25H**

Operator: **XTO ENERGY INC.**

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

Property Description: **SW/4**

Date: **January 17, 2013**Analyst Initials: **CORT**Effective Date: **FIRST SALES**Product: **ALL**OWNER NUMBER: **700806**

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

Type of Interest: **ROYALTY**
 Decimal Interest: **0.001464840**

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

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

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

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

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

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

Owner(s) Signature(s): _____

Owner(s) Printed Name: _____

Owner(s) Tax ID or SSN: **xxxxx5314** _____

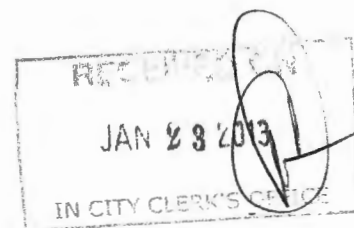
Owner Daytime Telephone #: _____

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

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



810 Houston St
Fort Worth, Texas 76102-6298



January 17, 2013

Re: Division Order
XTO Well #131528, OSP 01-25H
PITTSBURG County, OK

Dear Interest Owners:

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

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

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

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

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

Yours truly,

XTO ENERGY INC.

Christian Orton
Division Order Analyst

cort
enclosures

January 31, 2013

Cora Middleton
City Clerk
City of McAlester

Re: XTO Division Order

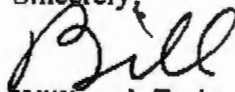
Dear Cora:

I have received the attached response from XTO regarding their requested Division Order regarding the City's mineral interest in the OSP#1-25H gas well located in Sec 25, T6N, R14E Pittsburg County.

XTO attributes a 5 a. net mineral interest to the City out of the 640 a. drilling unit which when multiplied by $3/16^{\text{th}}$ royalty interest, (.1875) which should be the royalty interest stated in the City's lease to XTO, equals the .001464840 decimal interest shown in the division order.

You can put this on the Council's Consent Agenda for their Approval.

Sincerely,


William J. Ervin, Sr.

WJE/sc

From: DivOrder@xtoenergy.com
Subject: **0#700806- Town of McAlester, Oklahoma**
Date: January 30, 2013 4:21:22 PM CST
To: ervinlaw@aboglobal.net

Mr. Ervin,

- Thank you for contacting XTO Energy Inc.

W#131526- QSP-1-25H Section 25-Twn6N-Rng14E, S/2 SW/4 SW/4 SW/4

The formula used to arrive at the decimal for the referenced well is:

Net acres/ total acres in the unit X royalty rate= decimal on division
order

$5/640 \times .1875 = .001464840$

Thank you,

Ramon Ramirez
Interest Owner Relations
(P) 866-886-2613, Option 1, Analyst ID 8111

Division Order | XTO Energy a subsidiary of ExxonMobil

810 Houston Street, Fort Worth, TX 76102 | (P) 866.886.2613 | *:divorder@xtoenergy.com

This email is intended for the use of the individual or entity to whom it is addressed. If you are not the intended recipient you are notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by email or by telephone @ 1-866-886-2613



RECEIVED ON
JAN 30 2013
IN CLERK'S OFFICE
OKLAHOMA DEPARTMENT OF AGRICULTURE,
FOOD AND FORESTRY
DEPARTMENT OF DEFENSE
FIREFIGHTING PROPERTY AGREEMENT



By and between
Oklahoma Department of Agriculture, Food and Forestry
And

Cooperator Number: _____ SSPD: _____ Date (mm/dd/yy) 1-9-13
Name: McAlester Fire Dept
Address: Po Box 578
City: McAlester OK Zip: 74501 Phone: 918-421-4950

This agreement, by and between the Oklahoma Department of Agriculture, Food and Forestry, an agency of the State of Oklahoma, herein referred to as "Forestry Services" and the cooperating party named herein referred to as the "Cooperator", set forth the following:

The Forestry Services, as set forth by Oklahoma Statutes, O.S. Title 2 Sections 16-8, 16-72, 16-74 and Title 19 Section 901.61, is responsible for the prevention, suppression of forest and wildland fires in the state, and

It has been determined advantageous to the Forestry Services in the proper discharge of its mandated responsibilities to the citizens of Oklahoma for forest and wildland fire control,

Therefore, on the date recorded above, the parties to this Agreement do set forth the following:

The Forestry Services Agrees:

1. To make available the equipment described as follows:

DDOK ID Number: DDOK 23463149
Year: 2000 Make Dodge Model 3500
Serial No. 3B6MF3651M268543 Tag No. _____

2. To provide DOD Firefighting Property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the Fire Department.
3. To provide proper licensing for all DOD Firefighting Property to be used on the roadways of the State of Oklahoma.

4. To provide technical and informational support and assistance, upon request, in converting DOD Firefighting Property into fire suppression apparatus.

The Cooperator Agrees:

1. The Cooperator Agrees to place the equipment acquired under this Agreement in operational condition and use as outlined below:
 - a. Operational condition of the equipment will be in accordance to the "Specifications for Operability" provided by Forestry Services at the time of acquisition.
 - b. The Cooperator will notify Forestry Services when the equipment is in operational condition so that an inspection of the equipment can be made.
 - c. Operational condition of the equipment will be achieved within 180 days of its acquisition from Forestry Services. Forestry Services may extend this time frame up to one year upon written request and approval.
 - d. If equipment acquired through this agreement is not in operational condition after such an extension, this agreement will become null and void, and the equipment will be returned to Forestry Services at the Cooperator's expense. Any improvements, equipment or modifications made to a vehicle may be removed prior to repossession at the Cooperator's expense.
2. The following applies to any vehicle acquired through this agreement:
 - a. Cooperator will carry liability insurance and provide proof of such insurance to Forestry Services upon its acquisition and renewal dates. Such policy must be in compliance with State minimum amounts and name Forestry Services as an "additional insured" until title is transferred.
 - b. The Cooperator relieves the Oklahoma Department of Agriculture, Food and Forestry of responsibility under the "agent of the state" statutes in all matters related to this vehicle.
 - c. Should this vehicle become inoperable and beyond repair during the term of this agreement, the vehicle will be returned to the Forestry Services at the Cooperator's expense.
 - d. The vehicle will be housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this Agreement.
 - e. The Cooperator will bear the entire cost of maintenance, repair, and operation of this vehicle while in the Cooperator's possession.
3. Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the Cooperator has jurisdictional authority.
4. Indemnify and hold harmless Forestry Services and its officers, directors, agents and employees from any liability related to this equipment, including but not limited to the use and repair thereof.

It is Mutually Agreed and Understood:

1. Forestry Services will provide the Cooperator Legal Title to the equipment acquired under the terms of this agreement within 12 months after the date of this agreement. Such transfer of title is contingent on the Cooperator meeting the "Specifications for Operability" at the end of this time frame.
2. Upon transfer of Title, the Cooperator will surrender the State license plate (if equipment is a vehicle) to the Forestry Services.
3. Property that requires Demilitarization (DEMIL Code C, D and F) will not be acquired in this program.
4. Equipment acquired under this agreement shall not be used for speculative purposes.
5. The Cooperator accepts equipment "as is", "where is" and in the condition received without any warranties of any kind, either expressed or implied, being made by the Oklahoma Department of Agriculture, Food and Forestry - Forestry Services. Neither the Department nor Forestry Services is a dealer, manufacturer, nor otherwise in the business of selling or dealing in goods such as described in this agreement.
6. Cooperator will provide access to and the right to examine all records, books, paper or documents in whatever format relating to DOD firefighting property transfers under 10 U.S.C. 2576b to the Forest Service, the Oklahoma Forestry Services and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representative.
7. Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in Federal and State regulations and program and property management requirements.

This agreement will be effective from the date of execution by the Director of Forestry Services and Cooperator. If the terms of this agreement are not met, the agreement will be terminated within thirty (30) days of written notice. IN WITNESS THEREOF, the parties, by and through their duly qualified and/or acting officials, have hereunto set their hands and seals.

Bill F Brewer 1-8-2013 Peter Stasiak 1-8-2013
Fire Chief Signature Date Mayor or Board Chairman Signature Date
City Manager

BRETT F BREWER 1-8-2013 Peter Stasiak 1-8-13
Print Fire Chief Name Date Print Mayor or Board Chairman Date
City Manager

FOR OFFICAL USE ONLY

**OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY
FORESTRY SERVICES DIVISION**

George Geissler Date
Director, Forestry Services Division

Witness Date

VEHICLE SPECIFICATION FOR OPERABILITY BRUSH TRUCK

Notify the Oklahoma Forestry Services and your Rural Fire Coordinator when your fire department is ready for an operational inspection.

Specification Checklist

- ☐ Truck and all mounted equipment must be painted an appropriate emergency response color.
- ☐ Truck to be equipped with emergency lighting and siren.
- ☐ Baffled water tank mounted to truck must be securely anchored (according to NFPA 1901) to the vehicle chassis.
- ☐ Water tank must be a minimum of two hundred (200) gallon.
- ☐ To have a pump and motor appropriate for the intended use of the vehicle.
- ☐ To have a hose and nozzle and a means of properly storing the hose.
- ☐ Manufactures Gross Vehicle Rating (GVWR) of the vehicle is not to be exceeded.
- ☐ Provide evidence of current liability insurance on the vehicle.
- ☐ Vehicle is housed, covered, or otherwise protected from vandalism, theft and the elements.

Operational condition must be achieved within 180 days of its acquisition from Forestry Services. Forestry Services may extend this time frame up to one year upon written request and approval.

Fire Chief Bruce A. Blue Date 1-9-13

Fire Coordinator: Larry Pryor Date 1-9-13

Forestry Services: Dan Williams Date 1-9-13

Title to be made out to: _____

Mileage: _____

ACCOUNTABLE PROPERTY TRANSFER

FROM: OFR RFTO: McAlester Fire Dept.

ITEM NO.	DESCRIPTION	QUANTITY
01	BOOK 23463149 2000 Dodge 1700 4x4 1.4L VIN 3BCLH3651M1748543 Model # 3500 G.W. 11,000 AC 37,023 Tag # 1-15830	

RECEIVED BY:

William R. Perry

DATE:

01-09-2013

- The Fire Department has been working with Larry Morgan, KEDDO, to research used fire fighting equipment that would be useful for the City. The Department of Forestry has given the City a Dodge 1 ton 4x4 pickup with 21,000 miles in very good condition. This vehicle is setup and ideal for off road fire suppression.
- Fire Chief Brewer and Police Captain Wansick traveled to Jenks on January 14, 2013 to discuss their Emergency Management Procedures in responding to school related emergencies. Chief Brewer and Captain Wansick will be sharing this information with our SWAT team and McAlester Public Schools to develop a similar plan for McAlester. This plan will identify how Fire and Police respond to school emergencies.

Labor Issues:

- Fraternal Order of Police (FOP)
 - The arbitration hearing on Officer Munholland's reprimand was heard on January 9, 2013. A decision will be rendered in approximately 45 days.
 - The arbitration hearing on Officer Morris's safety vest violation has been heard by the arbitrator and both the FOP and City have submitted their briefs. A decision will be rendered in approximately 21 days.
 - Grievance 11-15-12: New Evaluation System. This relates to measuring the activity or work of our Police Officers.
 - **No new grievances received since the last report.**

MPOWER QUARTERLY REPORT

FY 2012-2013: Second Quarter

October – December 2012

From the Desk of the Executive Director...

Someone once said that the only thing certain in life is “death and taxes.” Actually, there is another element not to be missed—and that is CHANGE. Change is inevitable, cannot be stopped, and tends to be on everyone’s mind as the New Year takes shape. MPOWER looks forward to the new year ahead because we believe McAlester is going to experience more positive change. Inside you’ll read about some of the fantastic things happening in our community in this second installment of MPOWER’s quarterly report. As always, we welcome your input and also your positive contributions!

– Shari Cooper

EXISTING INDUSTRY UPDATE



Project Drupelet is on the verge of making its formal announcement about new job creation and investment in our community!

This past quarter, MPOWER provided valuable support and incentive information to this industrial manufacturer. We also worked with the city, state, and made several site visits to the company to assist them with their expansion project.

The company’s corporate headquarters is now in the

process of finalizing the details of the expansion.

We hope that all information will be ready in the next few months, so stay tuned for this exciting announcement!

Project Cask continues to seek our assistance with their planned and current growth.

This quarter, we assisted the company by connecting them to several resources they needed in order to address many labor and employment issues.

We also are working with them to further develop internal policies and procedures that will accommodate the growth they are planning for over the next several months.

Project Spider, a company we were working with last quarter, is on hold for now. Their expansion project did not occur due to external factors within the company. For now, we are filing this project away, and assigning it an “inactive” status in our database.

National Oilwell Varco Distribution Services has also acquired Wilson. Consequently they have moved from their College Avenue address—to 4601 W. 270 Access Road. With the recent acquisition, they have formed “NOV WILSON” -McAlester Branch.

MPOWER provided NOV with real estate data this quarter and congratulate them on their new growth!



**Change does
not roll in
on the
wheels of
inevitability,
but comes
through
continuous
struggle.**

– Martin Luther King Jr.

MCALESTER'S RETAIL DEVELOPMENT



"QRAVING" A NEW RESTAURANT?

**MPOWER
WELCOMES!**



OPENING
AT THE MCALESTER
PLAZA SHOPPING CENTER
(NEXT DOOR TO PETSENSE)
Stay Tuned For More Information About Their Grand Opening!

Think all restaurant developments are the same? Think again. Every corporate retailer and restaurant have unique specifications that they follow when it comes to choosing a space for their business.

In June of 2012, MPOWER made contact with Quiznos corporate headquarters. We were looking for a restaurant that might go into the space at Wyandotte Avenue and 6th Street, where the very popular, locally-owned and operated, "Carla's Cafe" had been located.

Quiznos responded and explained that McAlester was of interest. However, they expressed a desire to be located directly on along US Highway 69. Are you, like us, accustomed to hearing that yet? It's not surprising, but it is challenging whenever we try to recruit the corporate retailers and restaurants to McAlester.

Luckily, there was a 3,000 square foot space along US Highway 69 (see photo A) that was in our property inventory and we submitted this information to Quiznos. We

informed the owner of the shopping center who then spoke with Quiznos about lease rates. Next, we discovered that the 3,000 SF space was too large for the company's needs. Quiznos needed only 1,500 square feet for their store (see photo C). Since they could not justify leasing twice the space they actually needed, the owner of the shopping center worked out an arrangement to subdivide the space for them. This included building a new wall and installing a separate plumbing and HVAC system for the space (see photo B).

Still, there was a third hurdle Quiznos told us about. They needed to find a franchise owner for the McAlester area. In July, they found their franchisee—right here in McAlester! The franchise owner reports he will be ready to open Quiznos in February 2013. MPOWER plans on holding a ribbon cutting at Quiznos to celebrate this opening in our community.

As another point of interest—Hibbet Sports is moving into the former "Fashion Bug" space in the shopping center. That leaves their space vacant, but plans are already underway to lease to a new tenant. We are not involved in lease negotiations, but will be happy

A). 3,000 SF vacant retail space between PetSense and Cash Advance America. B). Interior of space. Unfinished and in need of full interior fit out—electrical, plumbing, HVAC, etc. C). The 2013 store model for Quiznos. Store models have been downsized to 1,500 SF from previous larger store models.

● ● ● MCALESTER'S RETAIL DEVELOPMENT



In our last report, we announced that Steak-n-Shake would be opening its doors soon here in McAlester. However, due to issues with construction, the project has been slower going than expected.

As of the date of this publishing, Steak-N-Shake is back on track for development, and the project is moving forward at the Hardy Springs & US Highway 69 locale.

MPOWER will keep you up to date on the project and will also be planning a ribbon cutting with this new business. Meanwhile, we wish the owner of the franchise the best as he works through the development process. As always, MPOWER and the City of McAlester stand ready to assist in any way possible.

OTHER COMMERCIAL ACTIVITY

To understand MPOWER's role in commercial recruitment — one has to understand MPOWER's capabilities. As we are not developers, we are not involved with the physical development or construction of new buildings. As we are not licensed real estate brokers or agents, we do not get involved with lease negotiation or sale price for land or buildings. However, when McAlester has a vacant building or vacant site—we CAN and do MARKET the information specific to the individual site. We also provide market data on the community—to help inform various commercial companies about our town.

For example, when Drug Warehouse was acquired by Walgreens they went out of business. The long-term lease was also acquired by Walgreens, who continues to make lease payments to the owner of the building.

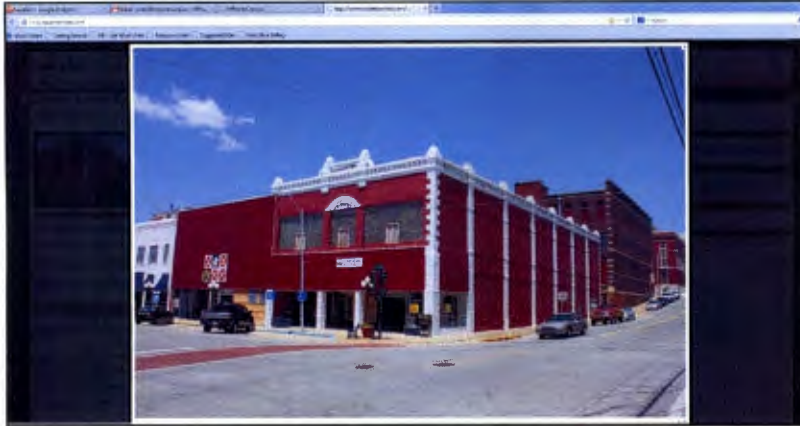
MPOWER contacted the owner of the building in hopes that we could market the Drug Warehouse building to another retailer looking for 15,000 SF. We discovered that the owner of the building was not in a position to market the building while Walgreens had control of the lease. Many times, corporate retailers prefer to pay out their leases even if they are not occupying the building.

Meanwhile, a large competitor who also had their eye on this building, began discussions with another property owner very near to this site. In January 2013, the McAlester City Planning Commission heard from CVS Pharmacy who is considering locating across the street from Walgreens at Carl Albert Parkway and Strong Boulevard. Several parcels will need to be consolidated at that location, and a city street stricken for development to occur. Again, we were not involved in any of these actions as they are directly tied to private property negotiations. However, we can help keep you informed! In response to the proposed development, MPOWER has talked with Payless Shoes about their future needs for a building. We have given their corporate office information on all available properties in the case they are forced to relocate.



MARKETING MCALESTER

**PROVIDING A COMPREHENSIVE INVENTORY OF AVAILABLE SITES AND DATA
MARKET YOUR MCALESTER AREA PROPERTY FOR FREE ON MPOWER'S WEBSITE!**

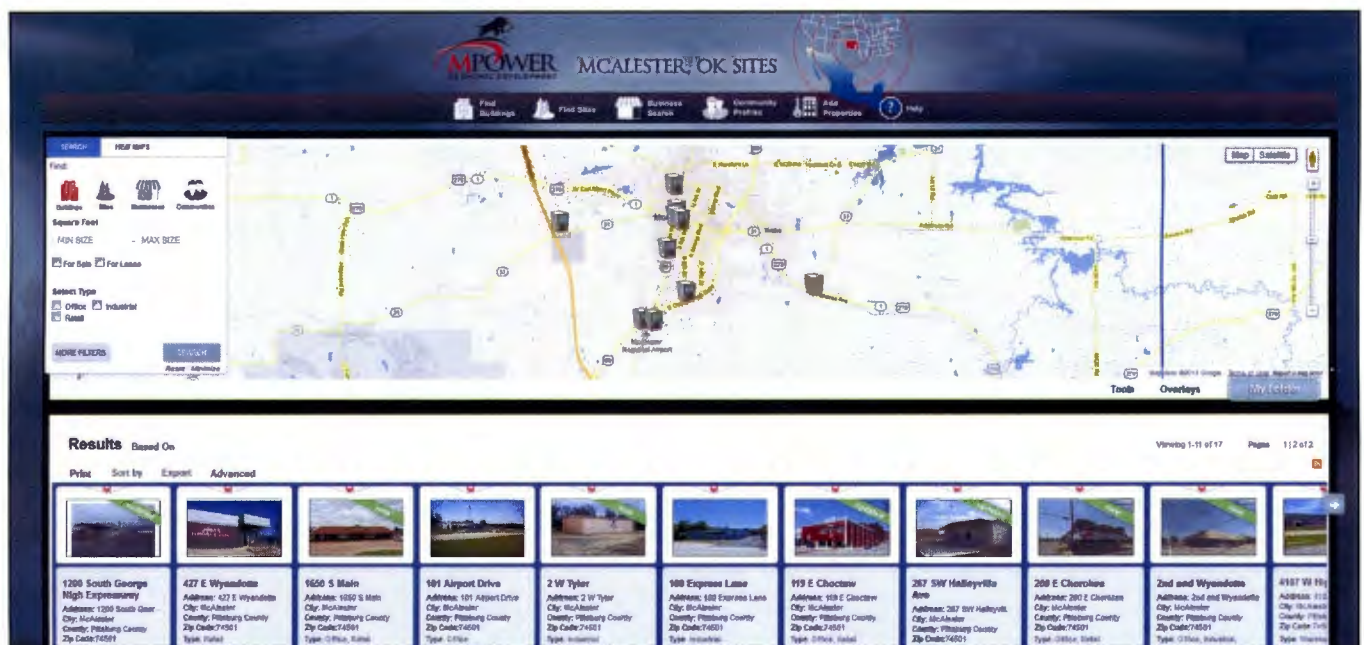


With the addition of an awesome new staff member in November, MPOWER has been able to add a lot more properties to our online property database, which is used to market both public and private properties to interested parties all over the world.

Just this quarter, mpowercorp.us was viewed by over 1100 people across the globe! Besides the United States, 34 other countries learned a little more about McAlester and all the things we have to offer!

Out of the 1100 people who visited our website, there were over 4,000 property searches on our online database just since its launch in November. Our inventory continues to grow. This quarter we added 7 properties and updated listings for 5 properties. If you have not seen this database, please take the time to explore it. You might even be able to utilize it since it is also McAlester's new comprehensive source for community statistics.

Finally, if you have either a commercial or industrial property that you would like to list, **please call Shane at 918.423.5735** or email him at shane@mpowercorp.us





MARKETING MCALESTER

Last quarter, MPOWER teamed up with an independent marketing consultant who spent several weeks researching and analyzing the city's hotel/motel tax and the current uses of the approximate \$500,000.00 that the city receives in additional tax revenue. In January 2013, the consultants produced McAlester's first ever marketing plan—which will be voted on and then discussed in our next report. If you would like to learn more or download a copy of the plan please visit:

<https://www.dropbox.com/s/akeq2prgxlgxdr/McAlesterMarketingPlanFinal.pdf>.

In addition to the marketing plan, the consultant was given direction to produce a logo and branding package for McAlester.

For the logo, the consultant developed several original logo options. These options were distributed to many partner organizations and businesses around McAlester. They were also posted on the city's website. Visitors of the city's website could then vote for their favorite choice.

The results are in and we couldn't be happier with McAlester's choice!

This professionally designed logo reflects our western heritage and harkens back to the days of McAlester's hand tooled past. This originally designed logo incorporates movement into the design, indicating progress for our town.

Further, the brand "The Great American Experience," celebrates the cultural melting pot of the Choctaw Nation, Italian settlers, and western heritage in McAlester. The brand also pays strong patriotic tribute to the area's largest economic generator, the McAlester Army Ammunitions plant!



Above: JJ McAlester, Founder of the McAlester Community

Below: The new, originally designed, official McAlester logo.



Above: Conceptual wayfinding signage that will highlight important community facilities, historic landmarks, and area tourist attractions.



MARKETING MCALESTER ● ● ●



The Wild West Festival Poster designed by MPOWER.

In October, MPOWER partnered with a local community organization, the Old Town Association, to help make the first annual Wild West Festival a lot of fun and a huge success!

Fifth Ward Councilman Buddy Garvin, and the Old Town Association requested MPOWER's assistance to help develop and market the festival. Some of our direct responsibilities included developing the poster for the festival and promoting it around town. Additionally, we developed press releases and promoted the event with different media and worked with our partner, the Oklahoma Department of Tourism and Recreation, who promoted the event for the very first time on the www.travelok.com website.

We also developed a facebook page for the festival. If you have not "liked" the page yet, you can find it at: <https://www.facebook.com/McAlestersOldTownFestival>.

Since this year's festival set out to celebrate McAlester's cultural heritage, and the founding of our town by JJ McAlester, we infused a few historic characters into the festival. MPOWER contacted Brett Cogburn, a well known novelist and great-grandson of the real Rooster Cogburn. Mr. Cogburn showed up to sign his book—which had just been released.

MPOWER also invited our partner, the Choctaw Nation, to join in on the celebration of our cultural heritage. Several Choctaw artisans and artists performed live art demonstrations including basket weaving, jewelry making (beading), and stick ball exhibitions.

MPOWER board members Gina Lewis and Carrie Patrick participated to help fundraise for the event by operating a lemonade stand and temporary tattoo booth. All proceeds went to help raise funds for the Old Town Association who sponsored the event.

In keeping with the historic reference to McAlester in the novel, True Grit, MPOWER also searched down a John Wayne impersonator (Dr. Gene Howard) and paid for him to attend the event. Additionally, MPOWER Board President, Ben Capers sponsored his stay in McAlester since he traveled to McAlester all the way from south Texas to attend our event. Thank you to the MPOWER board for this volunteer effort—and for approving the unbudgeted funds needed to make this appearance a reality.

There are many others who participated and volunteered their time for this event as well. Because we hope that this festival will become a major main stay for historic Old Town McAlester—we encourage all of our readers to get involved and help us grow the event. By growing the event, we will only increase our economy through tourism and that means more tax revenue for our city. If you would like to be involved and help volunteer, **please contact the Old Town Association at 918.329.9434.**



Author, Brett Cogburn signs books for the public.



Members from the Choctaw Nation artists demonstrate the art of beading.



Dr. Gene Howard—professional John Wayne Impersonator.

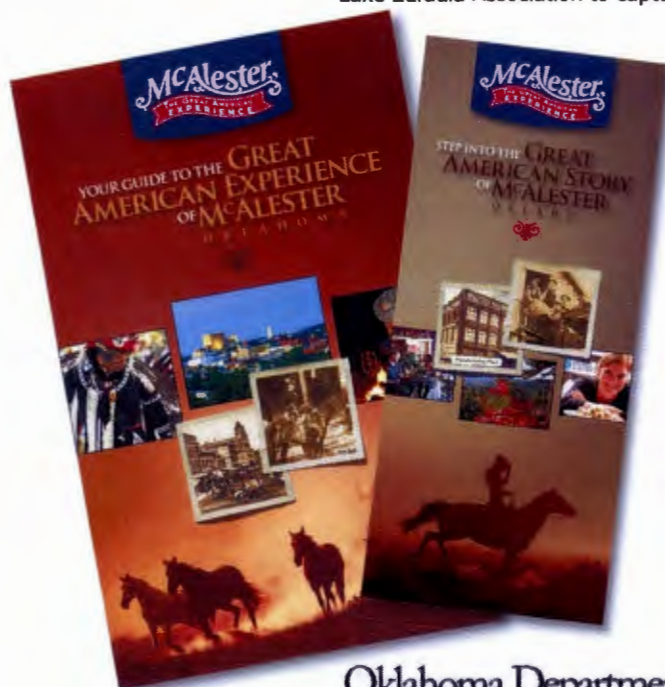


*The McAlester Wild West Facebook Page!
<https://www.facebook.com/McAlestersOldTownFestival>.*

● ● ● MARKETING MCALESTER

TOURISM MARKETING

MPOWER also marketed McAlester this quarter by reaching over 800 people across the United States with the MPOWER "Great American Experience" tourism brochure! These brochures are available free to anyone who requests them at www.travelok.com. This website ranked #1 across the nation for state tourism websites as well. Moreover, for a town our size, our community ranked #1 in the state! We are also working to improve our advertising efforts by partnering with the Lake Eufaula Association to capture more tourists who visit Lake Eufaula!



The new tourism advertisement—designed by MPOWER—features several local tourist attractions and events.

This new advertisement can be found in the 2013 Lake Eufaula Guide book.

Oklahoma Department of Tourism and Recreation Community Tourism Brochure Request October - December 2012



CONFERENCES & CALL TRIPS ● ● ●

The 2012 International Economic Development Conference—Houston, TX

To keep our community competitive in the economic development landscape, MPOWER works hard to stay abreast of current events, industry news, and professional “best practices” within the economic development profession. Since our economy is ever changing, it is also important to develop innovative and creative responses alongside that change.

Attending conferences such as the IEDC conference brings value to our institutional knowledge and allows us to network with colleagues from all over the world. These meetings are opportunities for sharing our challenges, ideas, and success stories.

Relatively speaking, Texas has been faring quite well in our nation’s economy so it wasn’t any wonder that the 2012 International Economic Development Conference was held in the Great State of Texas this year.

Among many great speakers, Governor Rick Perry spoke about his state’s outstanding economic development success. Governor Perry cited all the things that work together to create a pro-business environment in Texas, some of which included:

- Fiscal conservatism
- Lower taxes
- Less red tape
- Tort reform
- Workforce development
- An emphasis on foreign trade and investment, and
- A strong focus on the development and support of cultural assets

In Order to Succeed, You Must Try and Fail...

Governor Perry emphasized cultural assets because he said Texas realized they did not place enough emphasis on it, after losing on a bidding war with Boeing in 2000. Boeing had shortlisted Dallas, Texas and Chicago, Illinois in searching for a new corporate headquarters. Boeing ended up choosing Chicago over Dallas because they felt Chicago had more to offer in terms of culture—listing the availability of performing arts, as an example.

After hearing this, Governor Perry said, “We came back in here after we lost that and we analyzed our economic development efforts, and that’s when we started making some changes.” He said that “cultural assets” such as museums, performing arts venues, etc had never been an economic development topic of discussion or focus for Texas.

Try Something New, Expect Something New

Rather than continue to implement the same old strategies (and continue to experience the same results) he and his team decided to create a few NEW strategies that addressed the performing arts in Texas. As an example, the Texas Alcoholic and Beverage Commission, which regulates alcohol in Texas, instituted a tax rebate for restaurants/bars who give discounts to patrons of the arts. The proprietors of the restaurants must collect the tickets of the art patrons, in order to receive their rebates.

Governor Perry boasted that Houston’s Theater District is now home to 8 performing arts organizations, and offers more than 12,000 seats for entertainment venues. He said that only New York City had a higher concentration of seats in one area.



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

The Power of Knowledge and Leadership



The IEDC Convention and the George Brown Convention Center, Downtown Houston, TX.



Texas Governor, Rick Perry, addresses the members of the International Economic Development Council.



Houston's skyline, across from the downtown convention center, where the IEDC annual conference took place in late September 2012. Houston has undergone tremendous change over the past decade largely due to the City's urban planning redevelopment efforts in the downtown business district. The city has encouraged the renovation and reuse of older buildings in the downtown, providing more residential space opportunities.

● ● ● CONFERENCES & CALL TRIPS

RECENT TRENDS AND THE STATE OF THE INDUSTRY TODAY

- Use of the Internet and personal computing is at an all time high - and is the **FUTURE** of economic development success.
- Because of this technology, there is an increased speed of the site selection process. Companies look to make decisions quickly and demand information immediately. Communities need to be ready and have all their information ready **to distribute electronically**.
- Technology has also enabled more foreign inquiry and investment. Site searches have become increasingly global as technology and communication barriers have fallen.
- Competition for incentives are at an all time high.
- Several site selectors reported that Economic Development Organizations are doing better analysis and planning—and it is paying off. EDOs are also working to develop better incentive packages. In addition, the use of performance standards and "clawbacks" in incentives deals is much more widespread. "Clawbacks" are intended to ensure that the community does not lose their incentive investment if a company underperforms on the proposed project.

Incentives! Incentives! Incentives!

Governor Perry also spoke about the Texas Enterprise Fund which Texas created in 2003—after losing the Boeing project. He cited it as one of the most effective "deal closing" funds in the U.S. and credited it for much of their economic development success. Since the most attractive incentives are found at the state level, other states have followed in Texas' footsteps recently. Oklahoma just created the Governor's Quick Action Closing Fund which incentivizes businesses to come to Oklahoma. This fund has many provisional requirements and is intended to make Oklahoma more competitive in attracting high-skilled, high-paying jobs.

How Does McAlester Size Up to the Competition?

Many towns and cities across Oklahoma have their own incentive packages. Some are formal and can be found on their respective economic development websites, and some are on a case-by-case basis. McAlester currently operates on the latter.

Often, the idea of incentives can be controversial and in many times, incentive offerings can result in negative experiences for the entity offering the incentive. McAlester has had several experiences where it "incentivized" economic development to the point of negative return. Since most incentives are tax payer monies (in the form of cash, land, facility, etc), the idea of incentives—or the creation of them—should not be taken lightly.

For economic development to be a success in McAlester, we must use our resources wisely and govern with fiscal conservatism. Still, we must also make our community as competitive as possible.

To accomplish this, we must work together to establish our plan, roadmap to a formal incentive package, that clearly states what we willing to invest, how much we will invest, and under what conditions we will invest. Otherwise, our efforts are not responsive, they are reactive.

Consequently, our attempts at economic development success are either hit or miss. At the end of the day, we cannot measure our efforts and there is little—if any—accountability.

A formal incentive package would also allow our city to be transparent and fair to all. Rather than the current option of brokering deals on a case by case basis, we could simply publicize McAlester's incentives, the basic thresholds and requirements that the company must meet to obtain those incentives, and detail the process for applying for those incentives.

As in the case of Texas, McAlester cannot afford to use the same strategies and expect different results. In Governor Perry's words, "As we speak here today, someone, somewhere in Texas is coming up with the next big idea, a better way of doing something, or doing something that's never been done before." It may be time that we all start working on the next big idea or better way of doing something so, we too, start seeing positive change for our community.

Local Incentive Development

In addition to the city economic development tax, that the city could utilize for incentive development, MPOWER has already started working on "the next big idea" and how our organization can contribute to the formation of a formal incentive package.

Former MPOWER Board President, Darryl Wright, was instrumental in helping to bring over \$100,000.00 worth of volunteer clearing work to the city's industrial park. Over the next several months, the MPOWER board will be focused on bringing other resources to the table. As an example, MPOWER Vice President, Brad Rutledge is working on obtaining a formal offer from the McAlester Country Club—as an incentive for companies who locate in McAlester and meet a certain threshold.

NEW BUSINESS RECRUITMENT EFFORTS

This quarter, MPOWER worked on several potential projects for McAlester. Details for these projects are as follows:

Project Pineapple

This company was a global enterprise with significant existing manufacturing operations outside of the U.S. The company was seeking to invest approximately \$500 million and **create 400 new full-time jobs** to support its existing U.S. based customers. The company was looking for a site to construct a new fully integrated production facility to produce low carbon ferro-alloy. The needed 200 contiguous acres of heavy industrial zoned land, rectangular in configuration, that had FLAT topography, rail to the site and a completed Phase I environmental study that was without environmental issues.

McAlester did not have a 200 acres of flat acreage in our industrial park so we could not submit the city's land for consideration. Other land did not have the power and natural gas infrastructure to support the foundry so - while given the opportunity—McAlester could not be considered for this proposal.

Project Sunny

Normally, we do not hear from companies or site consultants looking for office space. Requests for office spaces are normally handled by real estate agents. However, the OK Department of Commerce contacted us because an east coast company, who employed over 6,000 people worldwide, was searching for new office space where they could set up operations of software development and testing. The company was looking to create **125-300 new jobs**, some of which would be entry level. Other positions would include more advanced degrees (i.e. Software Developers, Quality Assurance Software Testing). Average wages for the jobs would be approximately \$50,000. The company needed 15,000—40,000 SF of existing office space.

McAlester did not have this type of available office facility so MPOWER proposed another building across from the city's industrial park. The proposal was not accepted because it did not meet their requirements.

Project Knee

This company currently handles distribution for companies in the defense industry. The company is in the process of diversifying their portfolio, however, and is looking at a specialized demilitarization project for the US Government.

MPOWER is exploring this company's proposal with our partners at McAAP and Senator Inhofe's office. Currently, this project could offer McAlester the potential of **60-300 new jobs**, at wages from \$20-45/hour. This project remains active.

Project AEP10310

This company was a fiberglass product manufacturing company looking to expand from its current California location due to increasing operating costs. Major customers for this company included Boeing and Airbus. They were looking at Oklahoma, Indiana, Texas, Louisiana, and Arkansas. They needed 15-20 acres, desired a Port location or within 3-4 hour drive to a Port, a non union work environment, and were also a heavy user of water. The company would be creating **50-300 jobs** by 2019.

MPOWER submitted a proposal to this company—and included parcel B-9 at Steven Taylor Industrial Park. Unfortunately, Oklahoma was eliminated in the site selection process. The company chose not to explain the reasons why.

Project Peppermint

This residential healthcare company is looking at McAlester for a possible development and partnership with McAlester Regional Health Center. In December, we coordinated an introductory meeting between this company and the MRHC CEO—David Keith. Since then, we have provided property information maps to the prospective developer. Mr. Keith has since had meetings with the company and we are hoping that MRHC might be able to partner with the developer. This project remains active.

IS MCALESTER "SITE READY"?

Addressing the Basics: Understanding How We Succeed

Our community should have an objective understanding of its strengths and weaknesses, plus a plan in place to leverage the strengths and overcome the weaknesses. Currently, the City of McAlester does not have a plan for its industrial park, which consists of several hundred acres of mostly wooded, hilly property that is not conducive to building upon without lots of land preparation work.

Industrial sites that are "site ready" should not have major elevation changes to minimize site development costs. Last year, MPOWER worked to bring volunteer efforts to clear several acres of the industrial park so the city could better understand what their property looked like. The clearing was a tremendous help, but the land still needs to be graded. Site topography has a direct influence on the up-front capital costs. Poor topography not only increases site preparation costs but also can create serious delay for fast-track projects. Risk of cost overruns and potential construction schedule delays, due to poor topography, can eliminate a site or end up being the deciding factor between two otherwise equal locations.

Until we have industrial land that is "site ready," we will not be able to participate in the Site Ready Program that is offered and administered by the Oklahoma Department of Commerce. Consequently, our economic development competitiveness rates very low.

While the industrial park is served by all utilities, it is not able to support an industrial user who is a heavy user of water—not because the city is lacking in water supply, but because the city's water/sewer treatment plant is currently at capacity. This limits our ability to recruit these types of companies. Unfortunately, we cannot pick or choose which companies are in expansion mode. As mentioned in the last report, we were not able to be considered by a company who was interested in the McAlester area.

Until there is a capital plan in place to expand the current water/sewer treatment plan—or until there is a capital plan to build a new one, our community will not be able to COMPETE for this type of industry.



GRANT OPPORTUNITIES

This quarter, MPOWER provided information to the City Manager on several grants to the City. It is our hope that the City will apply for these grants, for if awarded, the grants could help implement several important projects critical to our community's growth and prosperity.

1. **Planning and Local Technical Assistance Program Grant**—provides funding for the city to undertake and promote economic development programs such as feasibility studies, impact analyses, and project planning.
2. **Recreational Trails Program Grant**—can be used to help fund materials for the construction of trails, labor costs, directional signage, bike racks, and much more!
3. **Land and Water Conservation Fund Grant**—helps to fund acquisition of public space and/or development of public outdoor recreation projects.

GROWING IN THE COUNTRY

While hills and slopes might be a challenge for building the foundation of a manufacturing plant, it isn't as much of a problem for certain agricultural pursuits. Our area has a rich history of agribusiness, and MPOWER has been researching this history and future potential of this industry in respect to economic development. In fact, this quarter, MPOWER developed a proposal to build on this history—and applied for a grant with the Oklahoma Department of Commerce.

MPOWER is happy to report, ODOC selected our proposal and awarded our organization a grant, which will help fund our proposed project to create the State of Oklahoma's first American Viticulture Area (AVA) in the McAlester region! AVA's are sanctioned by the US Department of Treasury and if approved, will help stimulate both the tourism and agricultural industries in southeast Oklahoma. More on this exciting economic development project in the next MPOWER report!

MPOWER ECONOMIC DEVELOPMENT CORP. BUDGET COMPARISON			
	2012/2013 BUDGET	2nd Qtr ACTUAL	YTD
Investments			
2 CDs at First National Bank	\$39,000.00	40,007.87	40,007.87
Total Investments	\$39,000.00	\$ 40,007.87	\$ 40,007.87
Revenue			
City Contributions	\$234,513.00	58,628.25	113,103.16
Interest Income	\$0.00	112.48	202.52
Donations/Direct Private Support	TBD	500.00	2,100.00
Total Revenue	\$234,513.00	\$ 59,340.73	\$ 115,405.68
Expenses			
Staffing			
Salary/Wages			
Executive Director	\$75,000.00	18,750.00	37,500.00
Executive Director Auto Allowance	\$6,000.00	1,500.00	3,000.00
Executive Director Retirement	\$4,500.00	1,125.00	2,250.00
Business Retention & Expansion Manager	\$30,000.00	2,250.00	2,250.00
Admin Assistant	\$16,640.00	929.00	2,795.23
Salary/Wages Total	\$132,140.00	\$ 24,554.00	\$ 47,795.23
Payroll Taxes			
Executive Director	\$6,830.00	1,434.36	2,868.72
Business Retention & Expansion Manager	\$3,388.00	311.63	311.63
Admin Assistant	\$2,228.00	128.66	383.68
Payroll Taxes Total	\$12,446.00	\$ 1,874.65	\$ 3,564.03
Worker's Comp Insurance			
Executive Director	\$1,189.00		600.00
Business Retention & Expansion Manager	\$476.00		392.00
Admin Assistant	\$264.00		
Worker's Comp Insurance Total	\$1,929.00	\$ -	\$ 992.00
Health Insurance			
Health Insurance for 2 Full Time Employees	\$20,088.00	1,752.50	3,079.99
Health Insurance Total	\$20,088.00	\$ 1,752.50	\$ 3,079.99
Staffing Total	\$166,603.00	\$ 28,181.15	\$ 55,431.25
Operations			
Office Rent	\$9,600.00	2,400.00	4,800.00
Bookkeeping Expenses	\$6,000.00	1,091.00	3,138.00
Legal Expenses	\$4,000.00	500.00	500.00
Auditor Expenses	\$5,000.00		
Office Supplies & Equipment	\$3,000.00	377.39	1,468.94
Copy Machine & Printing	\$3,000.00	640.44	1,424.23
Repairs & Maintenance	\$500.00	85.00	299.27
Office Phone/Cell/Internet Package	\$2,500.00	967.83	1,392.48
Web Hosting	\$740.00	64.20	256.40
Postage - General	\$100.00	36.00	72.00
Contingency - Bank Service/Late Fees	\$100.00	17.85	29.75
Insurance - General Liability for Board	\$325.00		
Operations Total	\$34,865.00	\$ 6,179.71	\$ 13,381.07
Economic Development Activities			
Travel for Trade Shows, Conferences, Call Trips	\$15,000.00	2,932.15	4,811.00
Prospect Meals	\$500.00		
Prospect Lodging	\$300.00		
Prospect Other	\$200.00		
In-state Travel	\$2,340.00	374.86	1,232.17
Economic Development Activities Total	\$18,340.00	\$ 3,307.01	\$ 6,043.17
Other			
Prof Dev/Courses/Training - KTC/REI/ODOC Events	\$500.00		
Membership Dues - OEDC, IEDC, Governor's Team, etc.	\$1,795.00	1,450.00	3,060.00
Promotional Video	\$12,000.00	6,250.00	6,250.00
Existing Industry Awards/Events/Recognizing Volunteers	\$410.00	654.10	1,054.10
Marketing*	\$0.00	35.35	1,438.31
Other Total	\$14,705.00	\$ 8,389.41	\$ 11,774.41
Total Expenses	\$234,513.00	\$ 46,057.28	\$ 86,629.90
*Not a budgeted item - Paid for with Donations/Direct Private Support			

MPOWER ECONOMIC DEVELOPMENT CORP
Profit & Loss
October through December 2012

	Oct - Dec 12
Ordinary Income/Expense	
Income	
Direct Public Support	
Corporate Contributions	500.00
Individ, Business Contributions	100.00
Total Direct Public Support	600.00
Indirect Public Support	
City Contributions	58,628.25
Total Indirect Public Support	58,628.25
Investments	
Interest-Savings, Short-term CD	112.48
Total Investments	112.48
Total Income	59,340.73
Gross Profit	59,340.73
Expense	
Facilities and Equipment	
5105 · Copy Machine Maintenance	569.44
5130 · Repairs & Maintenance	85.00
Total Facilities and Equipment	654.44
Operations	
5100 · Supplies	377.39
5110 · Office Rent	2,400.00
5115 · Telephone	967.83
5120 · Postage	36.00
5205 · Dues & Subscriptions	1,450.00
Total Operations	5,231.22
Other Types of Expenses	
5155 · Bank Service Fees	17.85
5305 · Marketing Materials	
5306 · Promotional Videos	6,250.00
5305 · Marketing Materials - Other	35.31
Total 5305 · Marketing Materials	6,285.31
5310 · Business Promo & Specials	600.00
5325 · Website	64.20
Total Other Types of Expenses	6,967.36
Staffing Expenses	
5000 · Salary & Wage Expense	21,929.00
5005 · Payroll Taxes	1,874.65
5010 · Auto Allowance	1,500.00
5015 · Retirement Expense	1,125.00
5025 · Health Insurance	1,752.50
5035 · Staff Recruitment Expense	71.00
Total Staffing Expenses	28,252.15
Travel and Meetings	
5165 · Travel	
Flights	623.30
Lodging	1,345.11
Mileage	413.47
Parking	70.00
Tolls	10.00
Transportation	249.00
Total 5165 · Travel	2,710.88
5175 · Meals	
In State	11.67
Out of State	221.27
5175 · Meals - Other	54.10

MPOWER ECONOMIC DEVELOPMENT CORP
Profit & Loss
October through December 2012

	Oct - Dec 12
Total 5175 - Meals	287.04
Total Travel and Meetings	2,997.92
5185 - In State Travel	363.19
5200 - Legal & Professional Expenses	
Accounting Expenses	1,091.00
Legal Expenses	500.00
Total 5200 - Legal & Professional Expenses	1,591.00
Total Expense	46,057.28
Net Ordinary Income	13,283.45
Net Income	13,283.45

RESOLUTION NO. ____

**A RESOLUTION CONSENTING TO AND APPROVING THE
ASSIGNMENT OF THE CABLE PERMIT AND SYSTEM TO BCI
ALLEGIANCE, LLC**

WHEREAS THE CITY OF McALESTER, OKLAHOMA ("Grantor") granted to Allegiance Communications, LLC or its predecessor ("Grantee"), a permit to own and operate a cable television system ("System") in the municipality (the "Permit or Franchise");

WHEREAS, on January 8, 2013, Grantee entered into an Asset Purchase Agreement (the "Agreement") with BCI Broadband Holdings, LLC ("BCI") whereby BCI will cause its indirect wholly owned subsidiary, BCI Allegiance, LLC ("Assignee"), to purchase and acquire certain assets relating to the System, including the Permit, from Grantee ("Transaction");

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

1. Grantor consents to the Transaction to the extent required by the terms of the Permit and applicable law.
2. Grantor confirms that (a) the Permit is valid and outstanding and in full force and effect; (b) there have been no amendments or modifications to the Permit since it was last issued, except as set forth herein; and (c) Grantee is in compliance with the provisions of the Permit.
3. Grantor releases Grantee, effective upon the closing of the Transaction (the "Closing Date"), from all obligations and liabilities under the Permit and Assignee shall assume and be responsible for any obligations and liabilities under the Permit that remain outstanding or which accrue on and after the Closing Date.
4. This Resolution shall represent Grantor's consent to assignment of the subject permit, and Grantor shall not later revoke or amend such consent without prior written authorization of the Grantee and Assignee.
5. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED THIS 12TH DAY OF FEBRUARY, 2013.

CITY OF MCALESTER, OKLAHOMA

(SEAL)

By: _____
Mayor

By: _____
City Clerk



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

January 28, 2013

Ms. Karen Adair, Senior Planner
Community & Economic Development
Oklahoma Department of Commerce
900 North Stiles Avenue
Oklahoma City, OK 73104-3234

Re: Small Cities CDBG Application / Letter of Intent

Dear Ms. Adair,

This letter is to serve as formal notification that the City of McAlester wants to participate in the FY-2013 Small Cities set-aside.

We appreciate the opportunity to be involved in this program. Thank you.

Sincerely,

Steve Harrison, Mayor



McAlester City Council

AGENDA REPORT

Meeting Date: 02/12/13
Department: Council
Cora Middleton for Steve
Prepared By: Harrison, Mayor
Date Prepared: 02/04/13

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

Subject

Presentation of the Mayor's Annual State of the City Address.

Recommendation

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial
CM

PJS

Date
02/04/13



McAlester City Council

AGENDA REPORT

Meeting Date: February 12, 2013
Department: Community Services
Prepared By: Mel Priddy, Director
Date Prepared: February 4, 2013

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

[POSTPONED] Consider and Act Upon, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022.

Recommendation

Motion to approve authorizing the Mayor to sign said lease.

Discussion

Attachment - Lease

FAA will have a representative to discuss the lease and equipment housed in Telco room.

Approved By

		Initial	Date
Department Head		CM	02/04/13
City Manager	P. Stasiak		



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: Community Services
Prepared By: Mel Priddy, Director
Date Prepared: January 15, 2013

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and Act Upon, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022.

Recommendation

Motion to approve authorizing the Mayor to sign said lease.

Discussion

Attachment - Lease

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

01/15/13

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY**

DTFACN-13-L-00151

Telco Room, Rm 113

MLC - McAlester, Oklahoma

1. THIS LEASE is entered into by and between CITY OF MCALESTER, OKLAHOMA whose interest in the property hereinafter described is that of owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT or FAA:

WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 280 square feet of rentable space for installed Government-owned equipment in Room 113/Telco Room, as shown on Drawing MLC-AFSS-A-1, hereinafter referred to as Exhibit "A", in the building located at 102 Airport Rd. McAlester, OK 74501, at McAlester Municipal Airport, McAlester, Oklahoma.

LESSOR also grants to the GOVERNMENT a cable easement extending from Room 113 under the raised floor to a connection bulkhead under the floor in the Room 114/Automation Room, and continuing under the floor to antennas located on Tower No. 2, as identified on Drawing MLC-D-AFSSBL-350, hereinafter referred to as Exhibit "B".

LESSOR also grants to the GOVERNMENT the right to access Room 122/Mechanical Room at all times to ensure the proper operation of the equipment in the Telco Room.

The Government's use of the leased premises and the easements granted herein shall be related to the FAA's activities in support of Air Traffic operations.

3. TERM (1/01) - To have and to hold, for the term commencing on February 1, 2013, and continuing through September 30, 2022, inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, by giving at least ninety (90) days' notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$3,800.00 per annum will be payable at the rate of \$950.00 per Government fiscal quarter to the LESSOR in arrears and will be due on the first workday, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a quarter will be prorated. Checks will be made payable to: City of McAlester.

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

6. SERVICES AND UTILITIES – The following services and utilities will be provided by LESSOR as part of rent. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, without additional payment.

- ELECTRICITY
- HVAC (68 – 74 DEG. F)
- SNOW REMOVAL
- GROUND MAINTENANCE

7. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (10/96) - The LESSOR agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the LESSOR, except when such improvements or changes are made at the written request of the Government. In the event such relocation's, replacements, or modifications are necessitated due to causes not attributable to either the LESSOR or the Government, funding responsibility shall be determined by the Government.

8. PARKING – At no additional cost to the government, the LESSOR shall provide two (2) off-street parking spaces at the leased premises for the vehicles of GOVERNMENT personnel performing maintenance of the installed equipment.

9. CABLES - Any cables associated with this facility from Tower No. 2 to the Telco Room will remain the property of the FAA.

10. TOWER ACCESS – The Lessor shall furnish and maintain a 40-foot free-standing tower, identified as Tower No. 2, separate and adjacent to the leased premises. The Government shall have the right to install and maintain coaxial cable and radio antennas on Lessor's tower to meet technical requirements.

11. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03) - All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. § 46110 and will apply only to final agency decisions. The LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Ave., SW
Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. INTERFERENCE (10/08) - Should interference with the LESSOR's facility occur due to the FAA operations, FAA shall correct the problem immediately. If the LESSOR's facility interferes with FAA's equipment then the LESSOR will correct the problem immediately.

f. NOTICES (10/96) - All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor:	Government:
City of McAlester	Department of Transportation
P.O. Box 578	Federal Aviation Administration
McAlester, OK	Real Estate & Utilities Group, ASW-53
	2601 Meacham Blvd.
	Fort Worth, TX 76137

g. The following clauses are incorporated by reference: The full text of these clauses can be found in the Real Estate Template "Standard Space Lease Form" via the Internet at <http://fast.faa.gov>

-DEFAULT BY LESSOR (10/96)

-COMPLIANCE WITH APPLICABLE LAWS (10/96)

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

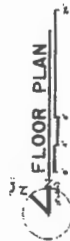


EXHIBIT "A"

100

NOT A PART OF THE PROJECT. IT IS THE PROPERTY OF THE AIR FORCE AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

NOT A PART OF THE PROJECT. IT IS THE PROPERTY OF THE AIR FORCE AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

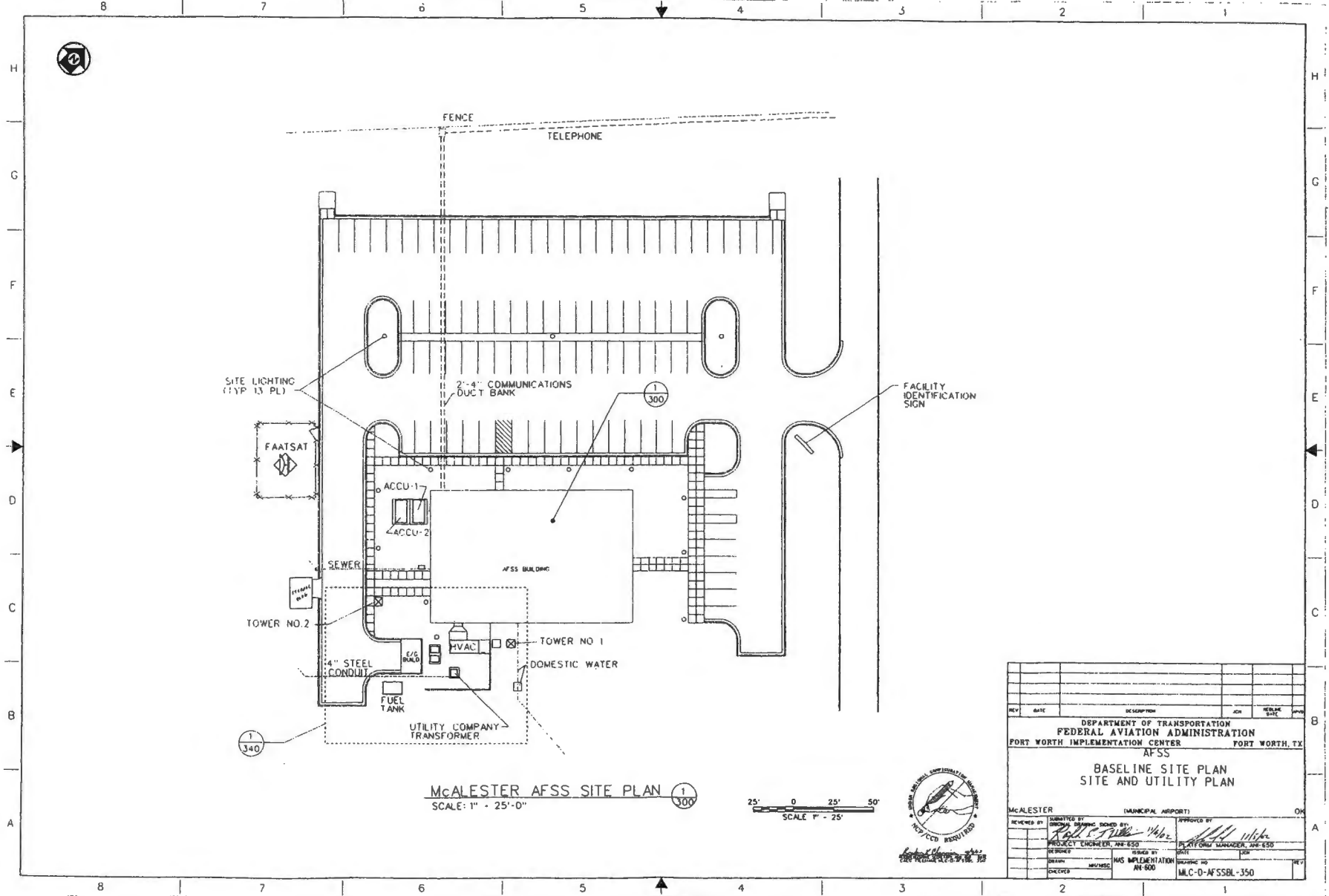


EXHIBIT "B"



McAlester City Council

AGENDA REPORT

Meeting Date: February 12, 2013
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: February 4, 2013

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Consider and act upon an Amendment to Airport Consultant LBR's contract with City of McAlester.

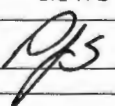
Recommendation

Motion to approve an Amendment to LBR's contract with the City of McAlester

Discussion

This Amendment to LBR's contract with the City of McAlester is dealing with services to be performed on preliminary plans for a grant from the Oklahoma Strategic Military Planning Commission in the amount of \$133,000.00. These funds will be used to construct a concrete pad which will allow our airport to park a C130 plane without damaging our airport apron. City has a 10% match requirement with this grant.

Approved By

	Initial	Date
Department Head	MWP	01/29/13
City Manager		

SPECIAL AMENDMENT NO. 1A

This Amendment, made as of the _____ day of _____, 2013, by and between the **City of McAlester**, and **LBR Inc.**, shall be made a part of the Agreement for Professional Airport Consulting Services between said parties, dated October 13, 2009.

1. The following service shall be added to Section I. A.1:

- A. Provide plans and specifications for "Construct High Strength Terminal Apron Aircraft Parking Area" for the City of McAlester, at McAlester Regional Airport.
- B. Provide Part Time Project Inspection for the above project.
- C. Provide Field Survey for the above project.
- D. Provide Geotechnical Testing and Report for the above project.
- E. Provide Construction Testing for the above project.

2. The following fee shall be added to Section V. B. as related to the above item:

- 1A. Fixed Fee of \$8,740.00
- 1B. An Hourly Rate of \$62.50 per hour
- 1C. Fixed Fee of \$1,425.00
- 1D. Fixed Fee of \$2,875.00
- 1E. Actual Cost Plus a Fixed Fee of \$475.00

In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

LBR INC.

CITY OF McALESTER

President

Mayor

ATTEST

ATTEST

Assistant Secretary

City Clerk

(Seal)

(Seal)

Certification of Legality:
Approved as to form and legality

City Attorney

**PO Box 578
McAlester, OK 74501**

Customer:	Oklahoma Department of Commerce	Invoice No:	1
Address:	900 N. Stiles Ave, Okla City, OK 73104	Date:	10/03/2012
Phone:	Fax	Job No:	PO 1609011603

	Description	Amount
	Award from Oklahoma Strategic Military Planning Commission for McAlester Army Ammunition Plant to have capability to ship from the McAlester Regional Airport	\$133,000.00
	Purchase Order Number 1609011603	
	TOTAL INVOICE AMOUNT	\$133,000.00

THANK YOU

30-40-333
20 52 11-408



McAlester City Council

AGENDA REPORT

Meeting Date: August 28, 2012
Department: City Manager
Prepared By: Peter Stasiak, CM
Date Prepared: August 21, 2012

Item Number: 12
Account Code: N/A
Budgeted Amount: N/A
Exhibits: (2)

Subject

Consider, and act upon, authorizing the submittal of Certification for Competitive Bid and/or Contract with the Oklahoma Department of Commerce.

Recommendation

Motion to approve and act upon the Certification for Competitive Bid and/or Contract with the Oklahoma Department of Commerce and authorizing the Mayor to sign the agreement.

Discussion

The City of McAlester has been awarded a grant of \$133,000 from the Oklahoma Strategic Military Planning Commission. This grant requires a 10% match from the City of McAlester which will result in a total project amount of \$147,778. These monies will be used to reconstruct the load out pad at the airport to handle the parking of C-130 military aircraft. These funds were secured for the City of McAlester through the McAlester Defense Support Association (MDSA).

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

August 21, 2012



State of Oklahoma
Oklahoma Department of Commerce

Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: City of McAlester

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Sam Harrison
Supplier Authorized Signature

Steve Harrison
Printed Name

(918) 423-9300
Phone Number

(918) 421-4971
Fax Number

Aug. 31, 2012
Certified This Date

Mayor
Title

steve.harrison@cityofmcAlester
Email

Peter Stasiak

From: Hackler, Don [Don_Hackler@odoc.state.ok.us]
Sent: Tuesday, August 21, 2012 8:04 AM
To: Peter Stasiak
Subject: Award from the Strategic Military Planning Commission
Attachments: Non-collusion McAlester.doc

Dear Mr. Stasiak,

Our offices were recently notified of an award from the Oklahoma Strategic Military Planning Commission in the amount of \$133,000. It is our understanding that the award is to help defray the cost of a loan out pad for C-130 aircraft at the McAlester Airport. To issue a Purchase Order in favor of the City of McAlester we need your offices to complete the attached form and have the appropriate individuals at the City execute the attached, and return it to our offices. Do not worry about a Solicitation or Purchase Order number, that will be filled in by our offices.

Please contact me if you have any questions.

Sincerely,

Donald R. Hackler, Jr.
Deputy General Counsel/Public Information Officer
p (405) 815-5359 | m (405) 639-8427 | tf (800) 879-6552 | f (405) 605-2859
900 N. Stiles Ave. | Oklahoma City, OK 73104-3234

OKLAHOMA
DEPARTMENT OF COMMERCE
OKcommerce.gov





McAlester City Council

AGENDA REPORT

Meeting Date: February 12, 2013
Department: Council
Cora Middleton for Vice-
Prepared By: Mayor Mason
Date Prepared: February 5, 2013

Item Number: 4
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Update, discussion and possible action to resolve status of contract FAA AIP 3-40-0057-011-012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport awarded June 26, 2012 by City of McAlester Airport Authority to Total Investment Company, Guthrie, Oklahoma. Seven months, as of January 26, 2013 have elapsed since said award. Bids on this project were received on September 2, 2011.

Recommendation

Discussion

Approved By

Department Head
City Manager

Initial
CM

PJS

Date
02/05/13



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

January 31, 2013

Wade Inman
Total Investment Company
P.O. Box 1134
Guthrie, OK 73044

Re: Award and Execution of Contract to Total Investment Co. for AIP Project 3-40-0057-010-2011

Dear Mr. Inman;

On August 9, 2011, AIP project 3-40-0057-010-2011, "Improve Runway 2-20 Safety Areas, Remove 2-20 Approach Surface Obstructions" at McAlester Regional Airport was advertised for bidding.

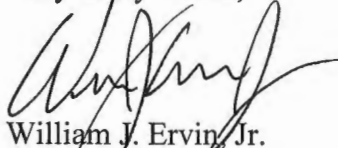
Bids were received on August 31, 2011. An oversight, by FAA, in the environmental determination was discovered on December 29, 2011, and all parties were notified. Due to this oversight, the time frame of awarding the contract (120 days) in General Provision 30-02 "Award of Contract" could not be met. The environmental issue was cleared by the FAA, on May 22, 2012. A letter was sent to the City of McAlester, by Total Investment Company, stating their intent to execute the contract on April 27, 2012. The City of McAlester awarded the project to Total Investment Co., the low bidder, on June 12, 2012.

Subsequent to the Award, the Contract was sent to Total Investment Co. on August 10, 2012. Total Investment Co. has been contacted numerous times, without any resolution of the contract, and bonding, having been executed. The General Provision, of the Contract Documents, Section 30-06 states, "The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder".

In accordance with the Contract Documents, Total Investment Company is in default, for failure to execute the contract. Herewith, The City of McAlester is granting Total Investment Co. (30) calendar days from receipt of this letter, to return the fully executed contract, and fulfill the bonding requirements. If a fully signed contract, with

appropriate bonding, is not received within 30 calendar days, the City of McAlester will cancel the award of the contract in accordance with the Contract Documents General Provision Section 30-03 "Cancellation of Award".

Very Truly Yours,

A handwritten signature in black ink, appearing to read "W. J. Ervin, Jr.", written in a cursive style.

William J. Ervin, Jr.



McAlester City Council

AGENDA REPORT

Meeting Date: February 12, 2013
Department: Public Works- Engineering
Prepared By: John C. Modzelewski, PE
Date Prepared: February 4, 2013

Item Number: 5
Account Code: 09-5864327
Budgeted Amount:
Exhibits: 1

Subject

Consider, and act upon, authorizing the Mayor to sign a Profession Services Agreement with Aquaterra Environmental Solutions, Inc. (Aquaterra) to prepare a Gas Remediation Plan required to address gas migration issues related to GP-4 at the City of McAlester landfill.

Recommendation

Motion to approve and act upon the Professional Services Agreement with Aquaterra Environmental Solutions, Inc.

Discussion

On December 21, 2012, the City of McAlester landfill's groundwater and gas monitoring wells were sampled and tested in accordance with requirements of the Oklahoma Department of Environmental Quality (ODEQ). Gas Probe No. 4, located at the permit boundary, exceeded the lower explosive limit (LEL) for methane. The reading was 6.1 % methane by volume in air, which is slightly over the permitted limit of 5%. A methane concentration of 5% by volume in air is equivalent to 100% of the (LEL). In accordance with ODEQ regulations, the City of McAlester is required to submit to ODEQ for approval a remediation plan, describing the nature and extent of the problem and the proposed remedy. The Scope of Services includes:

- Task 1: Gas Migration Assessment
- Task 2: Gas Remediation Plan

Approved By

Department Head
City Manager

Initial
JCM

Date
02/04/13

[Signature]

AQUATERRA

ENVIRONMENTAL SOLUTIONS, INC.

February 4, 2013

Mr. John C. Modzelewski
Public Works Director
City of McAlester
P.O. Box 578
McAlester, Oklahoma 74502

**Re: Proposal for Gas Migration Assessment and Remediation Plan
City of McAlester Landfill
Proposal No. 0113022**

Dear John:

Aquaterra Environmental Solutions, Inc. (Aquaterra) appreciates the opportunity to provide this proposal for engineering services to prepare a Gas Remediation Plan required to address gas migration issues related to GP-4 at the City of McAlester Landfill. Aquaterra understands that during the 4th Quarter monitoring event for 2012, SCS Engineers detected methane in GP-4 at 6.1% methane by volume in air which is above the permitted limit of 5%. ODEQ was notified in writing of the exceedances on December 26, 2012. Based on our discussions with you and knowledge of the site, the following scope of services is proposed.

SCOPE OF SERVICES

Task 1 – Gas Migration Assessment

Aquaterra will utilize a Geoprobe® direct-push, track-mounted unit to conduct an assessment near GP-4 to determine the horizontal and vertical extent of the gas migration. Approximately 12 borings will be advanced at regularly-spaced intervals along the access road north of the waste limits to delineate the horizontal extent of the gas migration. Upon determining the horizontal extent, additional borings will be advanced to identify the vertical extent and potential gas migration pathways. Each boring will be advanced to approximately 15 feet to 25 feet below ground surface, the groundwater surface, or probe refusal, whichever occurs first. A Landtec model GEM-2000 portable landfill gas analyzer will be used to determine methane content, carbon dioxide content, oxygen content, and "balance" gas (primarily nitrogen) in each boring. Upon completion of each boring, the boreholes will be sealed by placing granular bentonite in the boreholes. Sampling-derived wastes will be spread onsite since soil cuttings are minimal when utilizing the above-described sampling methodologies. Aquaterra proposes to limit this work to a total of 3 days of field time.

Additional time and expenses are included for health and safety/mobilization/demobilization/travel.

Task 2 – Gas Remediation Plan

Aquaterra will utilize the data obtained from the gas migration assessment to prepare a Gas Remediation Plan in accordance with Oklahoma Administrative Code (OAC) 252:515-15-5. The plan will include the following:

- Proposed Remedy - A proposed remedy to mitigate the gas migration issues related to GP-4 will be included in the gas remediation plan. Engineering plans will be included to identify remedial locations and details of proposed remedial design.
- Proposed Testing to Evaluate Effectiveness - The plan will include a discussion of the LFG probe monitoring to be conducted quarterly to determine the effectiveness of the remedy.
- Reporting - The plan will include a section detailing the reporting to the ODEQ.
- Schedule - A proposed implementation schedule will be included.

ESTIMATED SCHEDULE

Aquaterra anticipates the project will be completed according to the following schedule:

Receive Approval of Proposal.....	x
Perform Gas Migration Assessment	x + 5 business days
Submit Gas Remediation Plan to ODEQ.....	x + 15 business days

PROJECT COST

Project fees will be billed on a time and materials basis in accordance with the rates indicated on the attached worksheets and the actual number of units expended.

Task 1 – Gas Migration Assessment.....	\$12,600
Task 2 – Gas Remediation Plan	\$5,000
Total.....	\$17,600

Please refer to the attached cost estimate (Attachment A) for the breakdown of anticipated costs. Aquaterra's fee is based on the following assumptions:

- City of McAlester will make available all pertinent information related to the assignment, if not already received, including but not limited to previous reports, historical data, and site layout plans. Aquaterra shall rely on information made available by City of McAlester as accurate without independent verification.
- Aquaterra assumes access to the property will be provided to Aquaterra personnel to perform all aspects of the gas migration assessment in a timely manner.
- A Geoprobe® direct-push, track-mounted unit is proposed to complete the gas migration assessment. If proposed depths are not achievable under the proposed methods, other methods may be proposed under separate proposal and submitted for approval prior to any additional work commencing.

If additional work is requested or additional time/equipment is needed, such will be proposed under separate proposal and submitted for approval prior to any additional work commencing.

GENERAL CONDITIONS

Aquaterra appreciates the opportunity to submit this proposal. All work will be conducted in accordance with the Terms & Conditions attached to this letter. If the proposed scope of work and attached Terms & Conditions presented herein meets your approval, work may be initiated by signing and dating the last page of the Terms & Conditions and returning a copy to us.

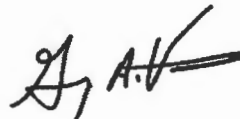
We are available to start work on this project immediately, and we look forward to discussing any questions or comments you may have concerning this proposal. Please feel free to contact us at (405) 265-3960.

Sincerely,

Aquaterra Environmental Solutions, Inc.



Wade J. Miller
Associate Principal



Greg Vance
Project Manager

Attachments: Cost Estimate Worksheet
Aquaterra Fee Schedule
Terms and Conditions

ATTACHMENT A

**Cost Estimate Worksheet
Fee Schedule**

**Gas Migration Assessment and Remediation Plan
McAlester Landfill
McAlester, Oklahoma
City of McAlester**

February 4, 2013

Task 1: Gas Migration Assessment

Personnel

Technician II
Technician IV
Project Manager III

..RATE..x. QUANTITY..UNIT..=..COST..

\$ 60.00 x 47 hours = \$ 2,820.00
\$ 70.00 x 47 hours = \$ 3,290.00
\$ 110.00 x 10 hours = \$ 1,100.00

Personnel Subtotal: \$ 7,210.00

Expenses

Expendable Field Supplies
Support Vehicle
Support Truck w/Trailer - Daily Rate
Support Truck w/Trailer - Mileage
Per Diem
Full Day Meal Allowance
Half Day Meal Allowance
GEM 2000 Plus
Hand Held GPS Unit
Track Mounted Probe
1% Telecommunication/Office Fee

\$ 343.85 x 1 lump sum = \$ 343.85
\$ 0.70 x 350 miles = \$ 245.00
\$ 60.00 x 4 per day = \$ 240.00
\$ 0.85 x 700 miles = \$ 595.00
\$ 125.00 x 8 per day = \$ 1,000.00
\$ 46.00 x 2 per day = \$ 92.00
\$ 23.00 x 1 per day = \$ 23.00
\$ 150.00 x 3 per day = \$ 450.00
\$ 25.00 x 3 per day = \$ 75.00
\$ 750.00 x 3 per day = \$ 2,250.00
\$ 73.00 x 1 lump sum = \$ 73.00

Expenses Subtotal: \$ 5,386.85

Task 1 Total: \$ 12,596.85

Task 1 Assumptions

The site assessment will be completed in three days.

Aquaterra will invoice this job on a time and materials basis, not to exceed the approved budget without prior approval. However, for this cost estimate, the technician hours are based on 14 hours for health and safety/mobilization/de-mobilization/travel and 33 hours for work on site.

If additional time is necessary to perform the work, due to no fault of Aquaterra (e.g. very difficult soils), additional costs will apply.

Task 2: Gas Remediation Plan

Personnel

Project Manager III
Senior Project Manager I

..RATE..x. QUANTITY..UNIT..=..COST..

\$ 110.00 x 40 hours = \$ 4,400.00
\$ 140.00 x 4 hours = \$ 560.00

Personnel Subtotal: \$ 4,960.00

Expenses

1% Telecommunication/Office Fee

\$ 50.00 x 1 lump sum = \$ 50.00

Expenses Subtotal: \$ 50.00

Task 2 Total: \$ 5,010.00

Gas Migration Assessment and Remediation Plan Total: \$ 17,606.85

AQUATERRA

ENVIRONMENTAL SOLUTIONS, INC.

FEE SCHEDULE

Effective: January 2012

Personnel Level	Hourly Rate
Administrative I.....	\$50.00 per hour
Administrative II.....	\$60.00 per hour
Technician I.....	\$55.00 per hour
Technician II.....	\$60.00 per hour
Technician III.....	\$65.00 per hour
Technician IV.....	\$70.00 per hour
Professional I.....	\$60.00 per hour
Professional II.....	\$70.00 per hour
Professional III.....	\$80.00 per hour
Professional IV.....	\$90.00 per hour
Project Manager I.....	\$90.00 per hour
Project Manager II.....	\$100.00 per hour
Project Manager III.....	\$110.00 per hour
Project Manager IV.....	\$120.00 per hour
Project Manager V.....	\$130.00 per hour
Air Professional I.....	\$125.00 per hour
Air Professional II.....	\$150.00 per hour
Survey Crew Leader.....	\$85.00 per hour
Licensed Land Surveyor.....	\$110.00 per hour
Senior Licensed Land Surveyor.....	\$125.00 per hour
Senior Project Manager I.....	\$140.00 per hour
Senior Project Manager II.....	\$145.00 per hour
Senior Technical Professional.....	\$150.00 per hour
Principal.....	\$160.00 per hour
Expert Witness (Depositions/Litigation).....	\$175.00 per hour

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

Subcontracted Services, Office Equipment/Expenses

Subcontracted Services.....	Cost plus 15%
CADD Equipment.....	\$20.00 per hour
Telephone, Fax, Printing, Copying, Postage.....	1% of project labor

Note: The rates shown above are effective through December 31, 2012 and are subject to revision thereafter.

Printing Services

24-inch by 36-inch plots.....	\$25.00 each
36-inch by 48-inch plots.....	\$25.00 each
Additional Report Copies (varies depending on report).....	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
Aquaterra Support Truck	\$40.00 per day plus \$0.70 per mile
Aquaterra Support Truck with Sampling Trailer	\$60.00 per day plus \$0.85 per mile
Aquaterra Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV)	\$100.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel	\$5.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000	\$150 per day
Flow Probe (15-foot).....	\$150 per day
Digital Camera.....	\$10 per day
Expendable Equipment, Supplies & Rentals.....	Cost + 15%

Note: The rates shown above are effective through December 31, 2012 and are subject to revision thereafter.

ATTACHMENT B

Terms and Conditions

AQUATERRA ENVIRONMENTAL SOLUTIONS, INC. (AQUATERRA)

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

- 1. SCOPE OF SERVICES:** Aquaterra will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by Aquaterra will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by Aquaterra and Client.
- 2. PAYMENTS:** Aquaterra will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by Aquaterra relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by Aquaterra.
- 3. OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by Aquaterra are considered its work product and to be instruments of service. Aquaterra shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. Aquaterra shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on Aquaterra generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with Aquaterra in each case shall be at Client's risk. At Client's request, Aquaterra may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between Aquaterra and Client
- 4. INSURANCE:** Aquaterra will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
- 5. INDEMNITY:** To the fullest extent permitted by law, Aquaterra hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by Aquaterra, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless Aquaterra including Aquaterra's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of Aquaterra, or (b) is based on a claim that Aquaterra is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** Aquaterra agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to Aquaterra.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, Aquaterra's total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases Aquaterra from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of Aquaterra, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. Aquaterra shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Aquaterra and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** Aquaterra is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of Aquaterra. It is agreed that Aquaterra is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by Aquaterra are for client's use only. At Client's request, Aquaterra may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between Aquaterra and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** Aquaterra will take reasonable precautions to avoid causing damage to utilities and subterranean structures. Aquaterra is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to Aquaterra's attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, Aquaterra will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. Aquaterra and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, Aquaterra will have the right to terminate this Scope of Service Proposal without penalty.

- 13. DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

- 14. TESTING AND OBSERVATION SERVICES:** If Aquaterra is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. Aquaterra will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by Aquaterra.
- 15. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. Aquaterra can provide a professional surveyor if greater accuracy is required or desired. Aquaterra reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
- 16. ON SITE SERVICES:** Project site visits by Aquaterra, or the furnishing of employees to work on the project, will not make Aquaterra responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
- 17. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. Aquaterra shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of Aquaterra for any services related to Client's project without the prior written consent of Aquaterra.
- 18. CONFIDENTIALITY:** Aquaterra will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
- 19. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

- 20. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of Aquaterra: place at Aquaterra's disposal all available information pertinent to the project; Aquaterra may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to Aquaterra whenever Client observes or otherwise becomes aware of any defect in Aquaterra's services; and Client will arrange for access to public and private property as required for Aquaterra to provide its services.
- 21. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.


COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 22. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and Aquaterra Scope of Service Proposal contain the entire agreement between Aquaterra and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to Aquaterra services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to Aquaterra a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by Aquaterra, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

Aquaterra Environmental Solutions, Inc. _____

By  _____
Signature

Wade J. Miller _____
Typed Name

Associate Principal _____
Title

2/4/13 _____
Date of Signature

By _____
Signature

Typed Name

Title

Date of Signature



McAlester City Council

AGENDA REPORT

Meeting Date: February 12, 2013
Department: Legal
Cora Middleton for Joe
Prepared By: Ervin, City Attorney
Date Prepared: February 5, 2013

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 3

Subject

Consider and Act Upon, authorizing the Mayor to sign two Certificates of Completion per Close-Out Agreements that authorized the City of McAlester to provide Certificates of Completion for properties within the Urban Renewal Neighborhood Development Project area known as R-31, Eastview Area "A".

Recommendation

Motion to authorize the Mayor to sign two Certificates of Completion.

Discussion

Property referenced in the Certificates of Completion are:

Lot 4 in Block 325 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

And

Lots 4, 5 & 6 in Block 326 and that part of 10th t. adjacent to Lot 4, Block 326 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

Approved By

Department Head

City Manager

Initial

CM

[Signature]

Date

02/05/13

CERTIFICATE OF COMPLETION

REFERENCE PROPERTY: Lot 4 in Block 325 in the City of McAlester,
formerly South McAlester, Pittsburg County,
State of Oklahoma

OWNER: R & J PROPERTY MANAGEMENT, L.L.C.

The City of McAlester and the McAlester Urban Renewal Authority entered into a Close-Out Agreement which authorizes the City of McAlester to provide a Certificate of Completion for properties within the Urban Renewal Neighborhood Development Project area known as R-31, Eastview Area "A".

The above-referenced property is within this project area and the owner has completed the construction of improvements on the subject property in accordance with the Deed restrictions. The referenced lot is a part of the building site which includes Lot 4 in Block 325 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

Therefore, the City of McAlester hereby issues this Certificate of Completion for Lot 4 in Block 325 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

APPROVED AND SIGNED this ____ day of February, 2013.

CITY OF McALESTER

BY: _____
STEVE HARRISON, Mayor

ATTEST:

CORA MIDDLETON, City Clerk

CERTIFICATE OF COMPLETION

REFERENCE PROPERTY: Lots 4, 5 and 6 in Block 326 and that part of 10th Street adjacent to Lot 4, Block 326 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma, and more particularly described as follows:
Beginning at a 2 inch x 2 inch hub in the intersection of the Northerly line of Grand Avenue (127 feet in width) with the Westerly line of 10th Street (80 feet in width);
Running thence along the Westerly line of 10th Street N 17°38' E 102.0 feet to a point in the Southerly line of the right-of-way of the CRI&P Railroad;
thence along the Southerly line of said right-of-way and crossing 10th Street S 84°22' E a distance of 81.1 feet to a point in the Easterly line of 10th Street S 17°38' W 119.0 feet to an iron pin in the Northerly line of Grand Avenue;
thence crossing 10th Street N 72°22' W 80.0 feet to the point of beginning.

OWNER: R & J PROPERTY MANAGEMENT, L.L.C.

The City of McAlester and the McAlester Urban Renewal Authority entered into a Close-Out Agreement which authorizes the City of McAlester to provide a Certificate of Completion for properties within the Urban Renewal Neighborhood Development Project area known as R-31, Eastview Area "A".

The above referenced property is within this project area and the owners have completed the construction of improvements on the subject property in accordance with the Deed restrictions. The referenced lots are a part of the building sites which include the following-described property, to-wit:

Lots 4, 5 and 6 in Block 326 and that part of 10th Street adjacent to Lot 4, Block 326 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma, and more particularly described as follows: Beginning at a 2 inch x 2 inch hub in the intersection of the Northerly line of Grand Avenue (127 feet in width) with the Westerly line of 10th Street (80 feet in width); Running thence along the Westerly line of 10th Street N 17°38' E 102.0 feet to a point in the Southerly line of the right-of-way of the CRI&P Railroad; thence along the Southerly line of said right-of-way and crossing 10th Street S 84°22' E a distance of 81.1 feet to a point in the Easterly line of 10th Street S 17°38' W 119.0 feet to an iron pin in the Northerly line of Grand Avenue; thence crossing 10th Street N 72°22' W 80.0 feet to the point of beginning.

Therefore, the City of McAlester hereby issues this Certificate of Completion for the following-described property, to-wit:

Lots 4, 5 and 6 in Block 326 and that part of 10th Street adjacent to Lot 4, Block 326 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma, and more particularly described as follows: Beginning at a 2 inch x 2 inch hub in the intersection of the Northerly line of Grand Avenue (127 feet in width) with the Westerly line of 10th Street (80 feet in width); Running thence along the Westerly line of 10th Street N 17°38' E 102.0 feet to a point in the Southerly line of the right-of-way of the CRI&P Railroad; thence along the Southerly line of said right-of-way and crossing 10th Street S 84°22' E a distance of 81.1 feet to a point in the Easterly line of 10th Street S 17°38' W

119.0 feet to an iron pin in the Northerly line
of Grand Avenue;
thence crossing 10th Street N 72°22' W 80.0 feet
to the point of beginning.

APPROVED AND SIGNED this _____ day of February, 2013.

CITY OF McALESTER

BY: _____
STEVE HARRISON, Mayor

ATTEST:

CORA MIDDLETON, City Clerk

ALLFORD, IVESTER, GREEN & HOGAN

ATTORNEYS AT LAW

PROFESSIONAL BUILDING, 10 EAST WASHINGTON

P. O. BOX 130

MCALISTER, OKLAHOMA 74501-0130

WALTER J. ARNOTE (1905-1965)
JAMES B. BRATTON (1914-1982)
ANTHONY D. ASHMORE (1939-2006)
JOHN A. ALLFORD
ROBERT IVESTER
ELAINE GREEN
MICHAEL W. HOGAN

AREA CODE 918
PHONE 423-3131
FAX 423-3133

FAX COVER SHEET

TO: Atty. Joe Ervin

COMPANY: Ervin & Ervin

FAX: 918-423-4243

PHONE: 918-423-4242

DATE: Thursday, January 31, 2013

PAGES: Ten (10)

FROM: Elaine Green

MESSAGE: RE: Allford/CVS/Urban Renewal
Lot 4, Blk. 325 & Lots 4, 5 & 6, Blk. 326
Portion of 10th Street btwn. Blks. 325 & 326
All in South McAlester, Pittsburg Cty., OK

Per your request, attached are copies of the title opinions & Certificates for properties in 1999 & 2006. I will prepare the Certificate for this property for the mayor's signature and deliver that to Cora before Tuesday, February 5, so it can be listed on the agenda for February 12.

Thanks for your help with this.

eg

ALLFORD, ASHMORE, IVESTER, ZELLMER & GREEN

ATTORNEYS AT LAW

PROFESSIONAL BUILDING, 10 EAST WASHINGTON

P.O. BOX 130

McALESTER, OKLAHOMA 74501-0130

WALTER J. ARNOTE (1905-1965)

JAMES B. BRATTON (1914-1982)

JOHN A. ALLFORD

ROBERT IVESTER

GEORGE ZELLMER

ELAINE GREEN

OF COUNSEL:

ANTHONY D. ASHMORE

July 20, 1999

AREA CODE 918

PHONE 423-3131

FAX 423-3133

Mr. Walter Bethune
and
The Bank N.A.
Attn: Mr. Matt McGowan
McAlester, OK

Gentlemen:

At your request we have examined Abstract No. 26024 of the Pioneer Abstract Company, consisting of 75 pages, last certified to April 10, 1968, at 7:45 a.m. by V. Hubert Smith, bonded abstractor; Abstract No. 16010 of the Liberty Abstract Co., consisting of 78 pages, last certified to April 10, 1968, at 7:45 a.m. by V. Hubert Smith, bonded abstractor; Abstract No. 31536 of the Pioneer Abstract Company, consisting of 57 pages, last certified to April 10, 1968, at 7:45 a.m. by V. Hubert Smith, bonded abstractor; Abstract No. 31537 of the Pioneer Abstract Company, consisting of 11 pages, last certified to April 11, 1968, at 7:45 a.m. by V. Hubert Smith, bonded abstractor; Abstract No. 33836 of the Pioneer Abstract Company, consisting of 17 pages, last certified to August 19, 1971, at 7:45 a.m. by E. M. Tate, bonded abstractor; Supplemental Abstract No. 33852 of the Pioneer Abstract Company, consisting of 40 pages, last certified to September 9, 1971, at 7:45 a.m. by E. M. Tate, bonded abstractor; Supplemental Abstract No. 39023 of the Pioneer Abstract Company of McAlester, Inc., consisting of 62 pages, last certified to June 29, 1999, at 7:45 a.m. by Carol S. Johnston, Vice-President, Pioneer Abstract Company of McAlester, Inc., McAlester, Oklahoma; Transcript of Case No. 24653, In the District Court of Pittsburg County, State of Oklahoma, Bessie A. Johnson indetical with Mrs. B. A. Johnson vs. R. C. Rule, et al, covering the following described real property situated in Pittsburg County, Oklahoma, to-wit:

Mr. Bethune and
The Bank N.A.
Attn: Mr. McGowan

- 2 -

July 20, 1999

Lots 1 and 2 in Block 326 in the City of McAlester,
formerly South McAlester, Pittsburg County, Oklahoma,

and from such examination find marketable title to be vested in
LEO B. THOMPSON, subject to the following:

EASEMENTS:

At page 6 of Supplemental Abstract No. 39023 is an outstanding underground easement in favor of Public Service Company of Oklahoma across the property under examination more particularly 2 1/2 feet on either side of an underground service cable running from a dip pole 50 feet Southwest of the Southwest Corner of a building built on said lots to a point of attachment on the South side of said building. This easement is 5 feet in width and is for the purpose of furnishing electric utilities.

MINERALS:

1. Coal and asphalt underlying the above described property was reserved by the Choctaw and Chickasaw Nations.
2. The abstract is not certified in regard to the mineral interest.

MORTGAGES:

rel 1. At page 54 of Supplemental Abstract No. 39023 is an outstanding Real Estate Mortgage covering the property under examination from Leo B. Thompson and Elizabeth Thompson, husband and wife, to First National Bank and Trust Company of McAlester, Oklahoma, dated March 5, 1993, and recorded March 15, 1993, in Book 777 at page 220. This mortgage is in the original amount of \$55,037.22.

rel 2. At page 56 of Supplemental Abstract No. 39023 is a Mortgage Extension Agreement covering the property under examination from Leo B. Thompson and Elizabeth Thompson, husband and wife, to First National Bank and Trust Company of McAlester, Oklahoma, dated June 15, 1994, and recorded June 23, 1994, in Book 819 at page 109. This extends previous mortgage recorded in Book 777 at page 220. The Extension Agreement is in the amount of \$52,548.83.

Mr. Bethune and
The Bank N.A.
Attn: Mr. McGowan

- 3 -

July 20, 1999

rel 3. At page 59 of Supplemental Abstract No. 39023 is a Modification of Mortgage covering the property under examination from Leo B. Thompson and Elizabeth Thompson, husband and wife, to First National Bank and Trust Company of McAlester, Oklahoma, dated June 19, 1998, and recorded June 24, 1998, in Book 962 at page 296. This modifies previous mortgage recorded in Book 777 at page 220 and Mortgage Extension recorded in Book 819 at page 109. The Modification of Mortgages in the amount \$39,989.08.

rel 4. At page 61 of Supplemental Abstract No. 39023 is a Real Estate Mortgage covering the property under examination from Leo B. Thompson and Elizabeth Thompson, husband and wife, to First National Bank and Trust Company of McAlester, Oklahoma, dated December 7, 1995, and recorded December 18, 1995, in Book 865 at page 738. This mortgage is in the original amount of \$5,528.00.

TAXES:

The 1998 ad valorem taxes are due in the amount of \$1,017.20 plus penalty due. The personal property tax for Thompson Coffee House for the year 1998 is due in the amount of \$42.54 plus penalty.

FINANCING STATEMENTS:

rel 1. Financing Statement from Leo B. Thompson d/b/a Leo's Coffee House and Restaurant to First National Bank and Trust Company of McAlester, Oklahoma, dated March 5, 1993, and recorded March 15, 1993, under Financing Statement No. 2264 covering all inventory, furniture, fixtures, furnishings, general intangibles and equipment, including restaurant equipment used or useful in operation and management of Leo's Coffee House Restaurant/Lounge located 1030 E. Washington, McAlester, Oklahoma, and all additions, replacements, accessions and substitutions thereof. This Financing Statement was continued by recording on February 20, 1998.

rel 2. Financing Statement from Leo B. Thompson to The Bank N.A., McAlester, Oklahoma, dated and recorded December 8, 1998, under Financing Statement No. 1890, covering all equipment now owned or hereafter acquired by debtor wherever located, including any increase or substitution thereof and all proceeds therefrom.

Mr. Bethune and
The Bank N.A.
Attn: Mr. McGowan

- 4 -

July 20, 1999

ZONING:

. The property under examination is subject to the zoning ordinances of the City of McAlester. You should check with the City of McAlester to determine the present zoning of this ordinance so that you can satisfy yourself that it is consistent with your intended use of the property.

DEFECTS:

✓ 1. Leo B. Thompson acquired title by warranty deed from the McAlester Urban Renewal Authority by deed shown at page 2 of Supplemental Abstract No. 39023. The deed provides that upon completion of the improvements in accordance with the terms of the Contract of Sale from McAlester Urban Renewal Authority that McAlester Urban Renewal Authority would furnish Leo B. Thompson with an appropriate instrument certifying the completion of the improvements. We do not find a certificate acknowledging completion of the improvements. However, we have personal knowledge that the improvements were completed. You should obtain from the City of McAlester a Certificate certifying that the improvements on this property were completed in accordance with the McAlester Urban Renewal Plan and such certification should be filed of record.

✓ 2. The patent on Lot 2, Block 326, to Calvin Jones is not filed of record. You should obtain a copy of the patent and file the patent in the County Clerk's Office of Pittsburg County, Oklahoma.

REQUIREMENTS:

1. Determine that you are willing to accept title and make a loan on this property with no opinion in regard to the mineral interest.

2. Determine that you are willing to accept title and make a loan on this property subject to the zoning ordinance of the City of McAlester.

3. The two Defects in this opinion should be satisfied.

4. You should obtain a release of the mortgages and financing statements listed in this opinion.

Mr. Bethune and
The Bank N.A.
Attn: Mr. McGowan

- 5 -

July 20, 1999

5. The 1998 ad valorem taxes and personal property taxes listed in this opinion should be paid and a receipt furnished.
6. After all the requirements have been satisfied, obtain and record a warranty deed from Leo B. Thompson and Elizabeth Thompson, husband and wife, conveying the property under examination.
7. Obtain and record mortgage from grantees therein to your bank.

This opinion is based on the record of the title to the land as shown by the abstract and covered by the certificates and does not include matters not so covered and does not include the right of parties in possession of the property, nor liens for improvements made within four months of the date of the last certificate, nor U. S. Government Tax Liens not of record. The abstract does not cover instruments filed under the Uniform Commercial Code, and therefore, our opinion does not cover such instruments.

Very truly yours,

ALLFORD, ASHMORE, IVESTER,
ZELLMER & GREEN

BY: Robert Smith

RI:tsp

166841

802
L



037594

STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

1999 AUG 11 P 3:36

CERTIFICATION OF COMPLETION

upc
DEBBIE BURCH
COUNTY CLERK

REFERENCE PROPERTY: Lots 1 & 2, Block 326, South McAlester, Pittsburg County, State of Oklahoma.

OWNER: Leo B. Thompson

The City of McAlester and the McAlester Urban Renewal Authority entered into a Close-out Agreement which authorized the City of McAlester to provide Certification of Completion for properties within the Urban Neighborhood Development Project area known as Eastview, Oklahoma R-31.

The above referenced property is within this project area and the owners have completed the construction of a commercial development in accordance with the Deed restrictions.

Therefore, the City of McAlester hereby issues this **Certification of Completion** for Lots 1 & 2, Block 326, South McAlester, Pittsburg County, State of Oklahoma.

APPROVED AND SIGNED THIS 29th DAY OF July 19 99.

Dale Covington
Dale Covington, Mayor
Beth A. Hawkins
Beth A. Hawkins, Notary Public
NOTARY PUBLIC
PITTSBURG COUNTY, OKLAHOMA
COMMISSION EXPIRES 2-22-01

Bobbie Lanz
Bobbie Lanz, City Clerk

BK
0010172112

CERTIFICATE OF COMPLETION

REFERENCE PROPERTY: Lot 9, Block 5, in Hidden Valley Addition
to the City of McAlester, formerly South
McAlester, Pittsburg County, Oklahoma

OWNER: Bernard Ellis and Linda J. Ellis, husband
and wife, as joint tenants

The City of McAlester and the McAlester Urban Renewal Authority entered into a Close-Out Agreement which authorizes the City of McAlester to provide Certificate of Completion for properties within the Urban Renewal Neighborhood Development Project area known as R-49.

The above referenced property is within this project area and the owners have completed the construction of a single family residential structure in accordance with the Deed restrictions. The referenced lot is a part of the building site which includes Lot 9 in Block 5, Hidden Valley Addition, McAlester, formerly South McAlester, Pittsburg County, Oklahoma.

Therefore the City of McAlester hereby issues this Certificate of Completion for Lot 9 in Block 5, Hidden Valley Addition, McAlester, formerly South McAlester, Pittsburg County, Oklahoma.

APPROVED AND SIGNED this _____ day of _____, 2006.

CITY OF McALESTER

BY: _____
DON LEWIS, Mayor

ATTEST:

CORA MIDDLETON, City Clerk

L9 B5
Hidden Valley

GF NO. _____

POLICY NO. _____

RE: Bernard Ellis and Linda J. Ellis

ATTORNEY'S TITLE REPORT

TICOR TITLE INSURANCE COMPANY

I hereby certify that after a thorough examination of the title involved in the above policy, it is my opinion that title is vested in BERNARD ELLIS and LINDA J. ELLIS, husband and wife, as joint tenants,

SUBJECT TO:

Minerals:

This opinion does not cover any mineral interests. The abstract is not certified in regard to the mineral interests.

Zoning:

The property being examined is subject to the zoning ordinances of the City of McAlester. You should check to determine the present zoning of this property and that such zoning is compatible with your intended use of the property.

Restrictive Covenants and Conditions:

The property under examination is subject to all of the restrictive covenants contained in the restrictive covenant filed in Book 383 at page 290 and the restrictive covenants contained in a Specialty Warranty Deed recorded in Book 402 at page 230. A copy of each of these instruments is attached to this opinion. You should read these restrictive covenants and understand that these restrictive covenants will affect your use of the property.

Defect:

Francis D. Stipe acquired the property under examination from McAlester Urban Renewal Authority. The Warranty deed contained a Restrictive Covenant which states that Francis Stipe shall have no power to convey the property under examination without the written consent of McAlester Urban Renewal Authority or until McAlester Urban Renewal Authority certifies that all improvements have been completed by Francis Stipe. There is no certification from McAlester Urban Renewal Authority filed of record. This certification will need to be filed of record in regard to the property under examination.

Taxes:

Ad valorem taxes have been paid for all years thru and including 2005.

Access:

Yes, per platted streets.

Pending Divorce:

At pages 3 thru 16 of Supplemental Abstract No. 22140A is a divorce action filed by Linda Joyce Ellis vs. Bernard Ellis, Sr. in the District Court of Pittsburg County, Oklahoma, in Case No. D-05-489. At page 16 is a court minute dated May 22, 2006, which states that a divorce was granted and parties announce divorce settled per Settlement Agreement. The Settlement Agreement and Decree have not been filed of record, therefore it will be necessary to obtain a warranty deed from both of the owners as listed in this opinion.

PROPERTY DESCRIPTION:

Lot 9, Block 5 in Hidden Valley Addition to the City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma

ABSTRACTS EXAMINED:

Supplemental Abstract No. 22140 of the Liberty Abstract Co., Inc., consisting of 42 pages, last certified to June 14, 1993, at 7:30 a.m. by Mary Alice Trammell, Manager, Liberty Abstract Company, Inc.; and

Supplemental Abstract No. 22140A of the Liberty Abstract Company Inc., McAlester, Oklahoma, consisting of 16 pages, last certified to June 19, 2006, at 7:30 a.m. by Mary Alice Trammell, Vice-President, Liberty Abstract Company Inc., McAlester, Oklahoma

I certify the title to June 19, 2006, at 7:30 a.m.

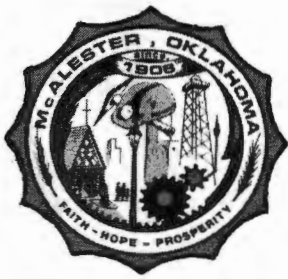
ROBERT IVESTER, Attorney
OBA #4568

RI:tsp

I do hereby certify that all papers in connection with the above order have been filed for record and that no instruments affecting the title have been filed in the interim between the date of the above opinion and the filing of the papers closing the transaction.

Agent

By: _____



McAlester City Council

AGENDA REPORT

Meeting Date: 02/12/2013
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 02/6/2013

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: 0

Subject

Discussion and possible action on considering one (1) complete S.C.B.A unit, from the McAlester Fire Department, as surplus.

Recommendation

Motion to approve considering one (1) used S.C.B.A. unit from the McAlester Fire Department as surplus.

Discussion

The fire department is in the process of purchasing new S.C.B.A. units. To take advantage of a promotion that is being offered by Chief Fire & Safety (the company we are purchasing the units from) we requested that 10 older units we have be considered as surplus in an earlier meeting. The request was granted. We now need to ask council to surplus one more unit, for a total of 11 units to be surpluses.

Approved By

	Initial	Date
Department Head	BB	02/6/2013
City Manager	P. Stasiak	<i>PJS</i>



McAlester City Council

AGENDA REPORT

Meeting Date: 02/12/13
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 02/04/13

Item Number: 8
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Discussion, and possible action, on approval of a bid award for Chief Fire & Safety to purchase our surplus SCBA's (Self Contained Breathing Apparatus).

Recommendation

Motion to approve and accept a bid award from Chief Fire & Safety to purchase 11 of our surplus SCBA's, at \$500.00 each.

Discussion

We have an offer from Chief Fire & Safety to Purchase 11 of our surplus SCBA's at \$500.00 each. We have already awarded them a bid that allows the McAlester Fire Department to purchase new SCBA's. With the acceptance of this offer we will be able to trade in our old SCBA units and save approx. \$5,500.00.

Fire Administration recommends the approval of this offer.

Approved By

Department Head
City Manager

P. Stasiak

Initial
BB

P/S

Date
02/04/13



"Protection of Life and Property is Our Goal"

Fire & Safety Co., Inc.

Sealed Bid

PO Box 1214 927 South 4th Street
Chickasha, Oklahoma 73023
Federal ID # 73-1032744
Phone: 405-224-2596 Fax: 405-224-2653
Toll Free: 1-800-654-4060

To:

City of McAlester
PO Box 578
McAlester, OK 74502

Bid Date:

1/24/2013

Estimated Ship Date:

Shipped Via:

F.O.B.

Terms:

Net 30 Days

Quantity	Description	Unit Price	Total
	Chief Fire & Safety Company Will Give the City of McAlester \$ 500.00 Each for Used SCBAs with Cylinders; Quantity Not to Exceed 11	\$ 500.00	EACH

Richard Payne, Sales Manager

*This sealed bid is valid for 30 days. Thereafter it is subject to change without notice.
Thank you for your continued support of Oklahoma owned and operated businesses and the
Oklahoma economy.*

BID TABULATION SHEET

Used Self Contained Breathing Apparatus "SCBS's"

Bid Opening

January 29, 2013 at 10:00 A.M

Bidder

Amount

Chief Fire + Safety Co.

500⁰⁰/unit

P.O. Box 1214

Chickasha, Ok 73023

City Manager Report to the Council

February 12, 2013

Business

- The Council was made aware that Sales Tax revenue for the month of January was down \$133,672 after all adjustments compared to the same time period last year. We have been in contact with the Oklahoma Tax Commission to investigate if all sales tax revenue for the month of January has been properly accounted for. The Tax Commission has assured us that there will not be any additional adjustments and all monies have been accounted for. In our discussions with the Tax Commission we asked how February's sales tax reimbursement was coming together. We learned that with the majority of all the returns submitted for the month that we can expect our sales tax revenue to fall \$100K - \$115K short compared to budget. This is becoming an alarming trend that the staff is working feverishly to minimize the impact of these short falls. We are late in the fiscal year and any changes will require immediate action. As the plan develops, we will keep everyone informed and aware of the situation.
- The Safety Department has completed the annual reporting of injuries for the fiscal year 2012 as reported on Oklahoma Form 300A. There were a total of 62 reported injuries in the year 2012 compared to 75 reported injuries for 2011, a decrease of 13. There were a total of 42 recordable injuries in the year 2012 compared to 36 recordable injuries for 2011, an increase of 6. There were 20 non-recordable injuries for the year 2012 compared to 39 non-recordable injuries for 2011, a decrease of 19. Workdays missed for 2012 was 185 days compared to 978 days for 2011, a decrease of 793 days.
- Stephanie Giacomo and I traveled to Durant to visit the Choctaw Recycling Center to discuss the amount of capacity they can handle in the future. The Recycling Center is a well organized and managed operation handling an enormous amount of recyclables. The discussion revolved around potential opportunities for the McAlester area. We will be starting discussions in the future with the Choctaw Nation and Allied Waste about the possibilities of curb side pickup and a processing facility located in McAlester or Pittsburg County.

- The Parks Department has identified the next construction projects for ADA accessible curbs and sidewalks. The following locations will be constructed to ADA compliance in the spring and the locations are:
 - 2nd. and Chickasaw
 - 2nd. and Cherokee
 - 2nd. and Railroad
 - 5th. and alley/East
- The City has been formally advised that the Union Pacific Foundation Board has approved a grant in the amount of \$15,000 to support the SafeTrails project. Union Pacific has a long-standing commitment to improve the quality of life in the communities they serve and where their employees live and work. Their vision is that Union Pacific employees will take pride in their company's civic leadership and that their customers and shareholders will appreciate and recognize Union Pacific as an excellent corporate citizen. This money will be used as match for the Cities participation in the ODOT Trails Grant that we recently applied for if awarded.

Labor Issues:

- Fraternal Order of Police (FOP)
 - The arbitration hearing on Officer Munholland's reprimand was heard on January 9, 2013. A decision will be rendered in approximately 25 days.
 - The arbitration hearing on Officer Morris's safety vest violation has been heard by the arbitrator and both the FOP and City have submitted their briefs. A decision will be rendered in approximately 21 days. **UPDATE: On January 17, 2013, Arbitrator T. Zane Reeves, Phd concluded that having heard the argument, considered the credibility of witnesses, and weighed the evidence presented at the arbitration proceedings, the Arbitrator finds that the City met its burden of proof to demonstrate just cause through the preponderance of evidence to reprimand the Grievant. The Grievance is dismissed as lacking demonstrated merit.** This decision reinforces our right to issue policies and supported assessment of discipline more severe than an "on-the-spot correction".
 - Grievance 11-15-12: New Evaluation System. This relates to measuring the activity or work of our Police Officers.
 - The FOP has requested negotiations for the 2013-2014 fiscal year. The initial meeting has been scheduled for February 20, 2013.
 - **No new grievances received since the last report.**

- International Association of Fire Fighters (IAFF)
 - McAfee & Taft attorney Charlie Plumb appeared before Judge Dixon in Oklahoma District Court to argue the cities motion that the PERB's 5/17/12 Order was correct when it found there was no CBA between the City of McAlester and IAFF local 2284 for FY 2010-11 but was incorrect when it found the City was required to participate in arbitrations in the absence of a CBA according to 11 OS sec 51-111.

The Court ruled in favor as to all issues, finding:

1. There was no CBA in effect after the 2009-10 CBA and 2009-10 FY expired.
 2. There is no violation of the FPAA, when the City Council declined to approve the tentatively agreed 2010-11 CBA.
 3. The City was not obligated to participate in an Interest Arbitration for FY 2010-11 after the fiscal year had expired.
 4. The City is not required to arbitrate grievances under 51-111 that arose during FY 2010-11 in the absence of a CBA.
- Federal Mediation has been scheduled for February 12, 2013 to hear the grievances between the IAFF and the City. Both parties will present their information to the mediator who will make a determination on the grievance. Neither party is held to the determination and can accept or decline the decision. All information obtained in the mediation cannot be used in the grievance procedure if the grievance proceeds forward.

The following grievances will be mediated as time allows:

1. Mandatory Respirator Evaluation & Fit Test for SCBA mask.
 2. Stopping Payment of Training Incentives
 3. Code of Conduct
 4. Lt. Guthrie Station Assignment
 5. Minimum Complement
 6. Colt Sanders Curfew
 7. Colt Sanders Training Class
 8. Incentive Pay
 9. Incentive Pay Retro
 10. Holiday Pay
- Grievance with Arbitration Requested 11-26-12: Facial Hair. This relates to the SCBA face mask being tightly sealed to the face.
 - Grievance with Arbitration Requested 11-26-12: Hours Worked per Pay Period. This relates to the 27 day work cycle for Firefighters.

- Grievance with Arbitration Requested 11-26-12: Duty Exchange. This relates to Fire Recruits being allowed Duty Exchange during the probationary period.
- **No new grievances received since the last report.**
- The IAFF has requested negotiations for the 2013 – 2014 fiscal year. A date has not been determined for negotiations but will be scheduled in the near future.

Meetings Attended:

- Main Street Association, January 24, 2013 meeting on Streetscape Committee.
- Main Street Association, January 31, 2013 meeting on Retail Incubator's held at Kiamichi Technology Center.

Miscellaneous:

- Oklahoma DEQ letter for the termination of storm water construction discharge authorization No. OKR1020812: Elks Road Improvement.
- Oklahoma DEQ letter for the termination of storm water construction discharge authorization No. OKR 1020806: Hwy 69 ODOT Utility Relocation.
- Attached is a press release from Public Service Company of Oklahoma for Energy Efficiency.

Waiver of Fees:

- N/A

Water Break Adjustments:

- N/A

Monthly Reports:

- Headcount summary as of January 31, 2013
- Fire and EMS runs for September thru December 2012
- Building Permit Summary as of January 31, 2013

MEDIA CONTACTS:

Pete Stasiak
City Manager
City of McAlester
(918) 423-9300 ext. 4982
peter.stasiak@cityofmcalester.com

Frank Phillips
Community Affairs Manager
Public Service Co. of Okla.
(918) 426-7922
fiphillips@aep.com

FOR IMMEDIATE RELEASE

CITY OF MCALESTER REWARDED FOR ENERGY EFFICIENCY

McAlester, Okla., February 4, 2013 – The City of McAlester received a check for \$8,720.90 from Public Service Company of Oklahoma (PSO) as an incentive for upgrading incandescent traffic signals to high-efficiency LED signals at nine city intersections. The project involved changing out 255 individual signal lamps.

The retrofit project qualified for PSO's Model Cities program, which helps cities and local governments reduce operating costs by identifying and implementing energy efficiency improvement projects. Incentives are paid for qualifying projects based on the total amount of energy the new equipment will save.

It's estimated the City's new energy-efficient LED traffic signals will save 109,043 kilowatt-hours (kWh) of electricity per year and reduce the annual cost of operating those signals by \$5,400.

City Manager Pete Stasiak says the energy-saving improvements will be a huge benefit.

"When you consider the incentive from PSO and the operational savings we'll realize year after year, it's clear that our investment in energy efficiency was a wise decision," said Stasiak. "The Model Cities Programs helped us identify ways we can conserve energy and save money. Those savings can be reinvested directly into our infrastructure."

PSO Community Affairs Manager, Frank Phillips, said that Model Cities has proven to be a valuable tool in helping PSO-served communities reduce electrical demand and hold down costs.

"We identified a real need for an energy efficiency program that specifically targets cities and local governments," said Phillips. "Working with the City of McAlester to upgrade the old traffic signals to LED technology is a perfect example of how cities participating in the program can realize substantial savings."

PSO, a unit of American Electric Power (NYSE: AEP), is an electric utility company serving more than 535,000 customers in eastern and southwestern Oklahoma. With headquarters in Tulsa, PSO has 4,308 megawatts of generating capacity and provides electricity to 230 cities and towns across a service area encompassing 30,000 square miles. News releases and other information about PSO can be found on the World Wide Web at www.PSOklahoma.com.

HEADCOUNT SUMMARY

As of January 31, 2013

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2011-2012	JANUARY 2013 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2011-2012	JANUARY 2013 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	DECEMBER 2012 ACTUAL FULL-TIME	DECEMBER 2012 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	2	2						2	
HUMAN RESOURCES	CITY MANAGER	3	3						3	
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	1	1		1	1			1	1
CODE ENFORCEMENT	PC&D	5	3	2	1	1		2 F/T POSITION REMAINS OPEN (Planning Director & Admin. Ass't)	5	1
COURT/LEGAL	FINANCE	2	2		4	4			2	4
UTILITY OFFICE	FINANCE	8	7	1				1 F/T POSITION REMAINS OPEN (Chad Kelly will transfer soon)	7	
FINANCE	FINANCE	4	3	1				1 F/T POSITION REMAINS OPEN	4	
INFORMATION SERVICES	FINANCE	1	1						1	
TOTAL		26	22	4	13	13			25	13
POLICE	POLICE	37	36	1				1 F/T POSITION REMAINS OPEN (In process of hiring)	36	
CID (DETECTIVES)	POLICE	8	8						8	
ANIMAL CONTROL	POLICE	2	2						2	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	7	3				3 F/T POSITIONS REMAINS OPEN	8	
TOTAL		61	57	4					58	
FIRE	FIRE	43	42	1				1 F/T POSITION REMAINS OPEN (EMPLOYEE STARTS 02/03/13)	43	
TOTAL		43	42	1					43	
PARKS	COMMUNITY SVC	13	13		2	0	2	P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	13	0
RECREATION	COMMUNITY SVC	2	2		13	4	9	P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	2	4
NUTRITION	COMMUNITY SVC	5	5		7	6	1	1 P/T POSITION REMAINS OPEN	5	6
SWIMMING POOLS	COMMUNITY SVC				38	0	38	P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES		0
CEMETERY	COMMUNITY SVC	5	5		1	0	1	P/T POSITION REMAINS OPEN DUE TO SEASONAL EMPLOYEES	5	0
EXPO	COMMUNITY SVC	5	5		6	8	+2	2 P/T OVER BUDGET, BUT NOT ALL WORK AT THE SAME TIME	5	8
AIRPORT	COMMUNITY SVC	3	3						3	
TOTAL		33	33	0	67	18	49		33	18

HEADCOUNT SUMMARY CONTINUED

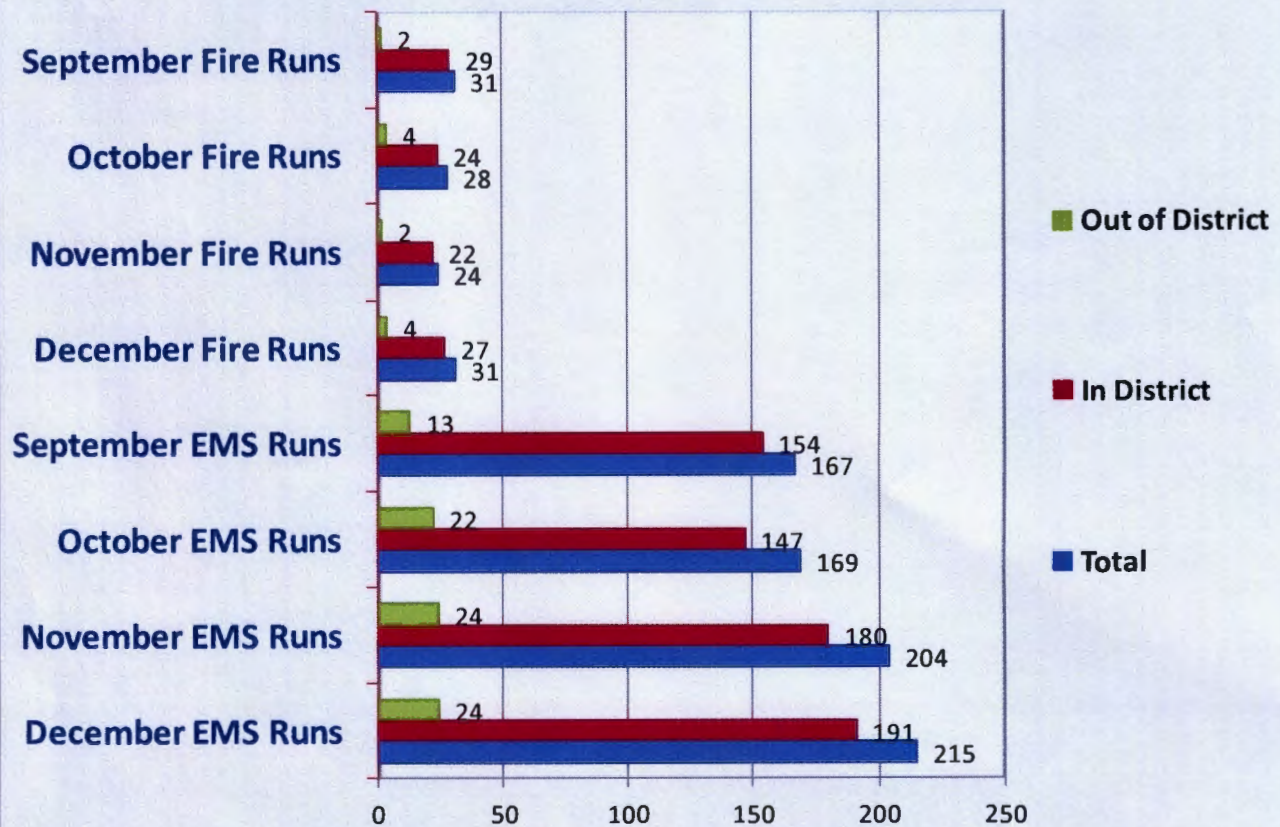
As of January 31, 2013

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2011-2012	JANUARY 2013 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2011-2012	JANUARY 2013 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	DECEMBER 2012 ACTUAL FULL-TIME	DECEMBER 2012 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	4	4						4	
FACILITIES MAINTENANCE	PUBLIC WORKS	4	4						4	
FLEET MAINTENANCE	PUBLIC WORKS	6	6						6	
STREETS	PUBLIC WORKS	14	12	2	1	1		2 F/T POSTIONS REMAINS OPEN	12	1
REFUSE COLLECTION	PUBLIC WORKS	1	1						1	
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		31	29	2	1	1			29	1
UTILITIES	UTILITIES	2	2						2	
WASTE WATER	UTILITIES	12	12						12	
WATER TREATMENT	UTILITIES	8	8						8	
UTILITY MAINT.	UTILITIES	13	13						13	
TOTAL		35	35	0					35	
GRAND TOTAL		229	218	11	81	32	49		223	32

Prepared by Sheila Maldonado, HR Coordinator
Generated January 30, 2013

McAlester Fire Department

FIRE & EMS RUNS



	December EMS Runs	November EMS Runs	October EMS Runs	September EMS Runs	December Fire Runs	November Fire Runs	October Fire Runs	September Fire Runs
Out of District	24	24	22	13	4	2	4	2
In District	191	180	147	154	27	22	24	29
Total	215	204	169	167	31	24	28	31

Created by:
Carol Janisch
1/25/2013

**CITY OF MCALAESTER
BUILDING PERMITS
01/31/2013**

<u>DESCRIPTION</u>	<u>JANUARY</u>			<u>FISCAL YEAR-TO-DATE</u>		
	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEES COLLECTED</u>	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEES COLLECTED</u>
RESIDENTIAL:						
New Construction	4	\$ 378,702	\$ 2,320	57	\$ 5,429,262	\$ 49,882
Remodel				11	348,560	1,242
Additions						
Mobile Homes (Modulars)						
Total Residential	<u>4</u>	<u>\$ 378,702</u>	<u>\$ 2,320</u>	<u>68</u>	<u>\$ 5,777,822</u>	<u>\$ 51,124</u>
COMMERCIAL:						
New Construction	1	41,000	850	9	2,568,200	11,238
Remodel	2	80,950	360	8	600,950	1,820
Additions				3	129,000	793
Storage Buildings						
Total Commercial	<u>3</u>	<u>\$ 121,950</u>	<u>\$ 1,210</u>	<u>20</u>	<u>\$ 3,298,150</u>	<u>\$ 13,851</u>
TOTAL JANUARY 2013	<u>7</u>	<u>\$ 500,652</u>	<u>\$ 3,530</u>	YTD 2012 - 2013	<u>88</u>	<u>\$ 9,075,972</u>
TOTAL JANUARY 2012	<u>8</u>	<u>\$ 3,300,475</u>	<u>\$ 17,519</u>	YTD 2011 - 2012	<u>49</u>	<u>\$ 6,431,775</u>
TOTAL JANUARY 2011	<u>10</u>	<u>\$ 4,170,100</u>	<u>\$ 18,544</u>	YTD 2010 - 2011	<u>82</u>	<u>\$ 19,305,695</u>

January Notes:

Council Chambers
Municipal Building
January 22, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, January 22, 2013, at 6:00 P.M. after proper notice and agenda was posted January 18, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin,
Sam Mason, & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Titsworth to approve the following:

- Approval of the Minutes from the January 8, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending January 15, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$634.02.
- Confirm action taken on City Council Agenda Item G, to ratify and approve for a one year term a lease agreement between the City of McAlester and DLI McAlester LLC, Edmond Oklahoma. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022. *(Mel Priddy, Community Services Director)*
- Confirm action taken on City Council Agenda Item 4, approving the new City of McAlester Logo that was presented on January 8th by Marketing Alliance. *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Karr, Garvin, Mason, Smith, Titsworth, Read, & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Titsworth.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Titsworth, Read, & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
January 22, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, January 22, 2013, at 6:00 P.M. after proper notice and agenda was posted January 18, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Sam Mason, & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Titsworth to approve the following:

- Approval of the Minutes from the January 8, 2013 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending January 15, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$233,004.56.
- Confirm action taken on City Council Agenda Item H, to ratify and approve for a one year term a Merchant Agreement between the City of McAlester and ETS. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; 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 2, a Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma that authorizes the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 4, approving the new City of McAlester Logo that was presented on January 8th by Marketing Alliance. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 5, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. (*Toni Ervin, Chief Financial Officer*)

- Confirm action taken on City Council Agenda Item 9, rejecting the two bids received for one new, and unused, asphalt paver. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 10, consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. (*George Estrada, Building Inspector*)
- Confirm action taken on City Council Agenda Item 11, a discussion of the McAlester water treatment plant and distribution system, to include peak capacity, maximum production and projected capacities necessary to supply future and/or potential commercial/industrial growth. (*Councilman, John Titsworth*)

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

AYE: Trustees Smith, Titsworth, 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. Smith moved for the meeting to be adjourned, seconded by Mr. Titsworth. There was no discussion and the vote was taken as follows:

AYE: Trustees Smith, Titsworth, Read, Karr, Garvin, Mason, & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary