



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, April 23, 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 April 9, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for April 3, 2013 through April 16, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(John Modzelewski, PE, City Engineer and Public Works Director)*
- D. Accept and place on file the MPower 3rd Quarterly Report for Fiscal Year 2012-2013. *(Shari Cooper, Executive Director)*
- E. Accept and place on file the McAlester Main Street 3rd Quarterly Report for Fiscal Year 2012-2013. *(Ginny Webb, Executive Director)*
- F. Accept and place on file the Pride in McAlester 3rd Quarterly Report for Fiscal Year 2012-2013. *(Stephanie Giacomo, Executive Director)*
- G. Authorize the Mayor to sign XTO Energy, Inc. Division Order for Property No. 132143, Jernigen 01-08H05, 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)*
- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33302-ME. *(Cora Middleton, City Clerk)*
- I. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33297-ME. *(Cora Middleton, City Clerk)*
- J. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 5 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- K. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- L. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 7 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*

- M. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 9 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- N. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 16 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- O. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- P. Consider, and act upon, approving ADDENDUM NO. 1, to the Water Purchase Agreement between the City of McAlester and Pliant, L.L.C. and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- A Public Hearing on the proposed Capital Program for FY 2013/2014 – 2017/2018 for the City of McAlester.
- Public Hearing on the CDBG-10 Small Cities Water Project; Final Performance Report.
- AN ORDINANCE AMENDING CHAPTER 46, ENVIRONMENT, OF THE MCALESTER MUNICIPAL CODE; BY AMENDING ARTICLE II, NUISANCES, SECTION 46-30, SAME-HEALTH NUISANCES AND ARTICLE III, LOT CLEANING, SECTION 46-53, PROHIBITED; RESPONSIBILITIES; REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and K-Bar Company to construct the Mallard Lane and Flamingo Road Drainage Improvements. *(John Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

The recommendation is to enter into an agreement with K-Bar Company for a Total Bid equal to \$143,663.87 to construct the Mallard Lane and Flamingo Road Drainage Improvements. The funding source for this project is Account Number 41-5865405.

2. Presentation of the McAlester Regional Health Center 3rd Quarterly Report for Fiscal Year 2012-2013. *(David Keith, CEO McAlester Regional Hospital)*

Executive Summary

Accept and place on file the McAlester Regional Health Center 3rd Quarterly Report for Fiscal Year 2012-2013.

3. Consider and act upon Final Contractor's Pay Estimate No.3- Final for the construction of 2010 CDBG Water Improvements in an amount of \$140,340.00. *(David Medley, PE, Director of Utilities)*

Executive Summary

Motion to approve final payment to C.S. Day & Associates of Tahlequah, Oklahoma for the 2010 CDBG Water Improvements and authorizing the Mayor to sign the Final Application of Payment in the amount of \$140,340.00.

4. Consider and Act Upon, final acceptance of FY-10 CDBG Small Cities Grant Waterline Project as completed and authorizing Mayor to sign closeout documents. *(Peter J. Stasiak, City Manager and Millie Vance, Grant Writer)*

Executive Summary

Motion to approve authorizing the Mayor to sign the FY-10 CDBG Small Cities Grant Waterline Project closeout documents.

5. Discussion and update on Financials as of March 31, 2013. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Discussion and Update of Financial Reports as of March 31, 2013.

6. Consider, and act upon, authorizing the Mayor to sign a Resolution calling for a Special Election on the 13th day of August, 2013, submitting to the registered, qualified voters of the City of McAlester a question concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve authorizing the Mayor to sign a Resolution calling for a Special Election on August 13, 2013 concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation.

7. 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 purchase of tools and equipment for the Brush Truck, 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.

8. Consider and act upon, a Resolution to adopt the Capital Improvement Program 2013/2014-2017/2018. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Resolution adopting the Capital Improvement Program for 2013/2014-2017/2018.

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

Executive Summary

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

10. Consider and act upon a Personal Services Agreement with Jim Grego for haybaling on the McAlester watershed, the Steven Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$7,250.00. *(Mel Priddy, Director of Community Services)*

Executive Summary

Motion to approve a Personal Services Agreement with Jim Grego for haybaling in the amount of \$7,250.00.

11. Consider and act upon Re-Plat for "CVS McAlester Addition". *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Re-Plat for the "CVS McAlester Addition" and authorize the Mayor to sign the documents.

12. Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, amending Chapter 46, Environment, of the McAlester Municipal Code, Article II, Nuisances, Section 46-30, Same-Health Nuisances and Article III, Lot Cleaning, Section 46-53, Prohibited; Responsibilities; Repealing all Conflicting Ordinances; and Declaring an Emergency. *(Mayor Steve Harrison and Vice Mayor Sam Mason)*

Executive Summary

Motion to approve Ordinance amending Chapter 46, Environment, Article II, Nuisances, Section 46-30 and Article III, Lot Cleaning, Section 46-53.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL**MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 9, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending April 16, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 8, a Resolution to adopt the Capital Improvement Program 2013/2014-2017/2018. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, an Amendment to Airport Consultant LBR's contract with the City of McAlester. *(Mel Priddy, Director of Community Services)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the April 9, 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 April 16, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, to ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(John Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item G, to authorize the Mayor to sign XTO Energy, Inc. Division Order for Property No. 132143, Jernigen 01-08H05, 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 H, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33302-ME. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item I, concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33297-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item J, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 5 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item K, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item L, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 7 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item M, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 9 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item N, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 16 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item O, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item P, approving ADDENDUM NO. 1, to the Water Purchase Agreement between the City of McAlester and Pliant, L.L.C. and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, authorizing the Mayor to sign a contract between the City of McAlester and K-Bar Company to construct the Mallard Lane and Flamingo Road Drainage Improvements. *(John Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, Final Contractor's Pay Estimate No.3- Final for the construction of 2010 CDBG Water Improvements in an amount of \$140,340.00. *(David Medley, PE, Director of Utilities)*

- Confirm action taken on City Council Agenda Item 4, final acceptance of FY-10 CDBG Small Cities Grant Waterline Project as completed and authorizing Mayor to sign closeout documents. *(Peter J. Stasiak, City Manager and Millie Vance, Grant Writer)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a Resolution calling for a Special Election on the 13th day of August, 2013, submitting to the registered, qualified voters of the City of McAlester a question concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 8, a Resolution to adopt the Capital Improvement Program 2013/2014-2017/2018. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, Re-Plat for "CVS McAlester Addition". *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 12, an Ordinance of the City of McAlester, Oklahoma, amending Chapter 46, Environment, of the McAlester Municipal Code, Article II, Nuisances, Section 46-30, Same-Health Nuisances and Article III, Lot Cleaning, Section 46-53, Prohibited; Responsibilities; Repealing all Conflicting Ordinances; and Declaring an Emergency. *(Mayor Steve Harrison and Vice Mayor Sam Mason)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the March 26, 2013, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of April, 2013. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

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, April 9, 2013, at 6:00 P.M. after proper notice and agenda was posted, April 5, 2013, at 1:17 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Mayor Steve Harrison 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; David Medley, Utilities Director; Brett Brewer, Fire Chief; 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 updating them about the plants that had been placed in the planters in the down town area and she thanked the City's Parks Department for their assistance.

Stephanie Giacomo Executive Director of Pride in McAlester addressed the Council reporting that the first weekend of the "Spring Clean-Up" had went very well and she encouraged everyone to take advantage of the clean up.

Consent Agenda

- A. Approval of the Minutes from the March 26, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for March 20, 2013 to April 2, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$52,620.58; Nutrition - \$703.71; Landfill Res./Sub-Title D - \$4,937.50; Employees Retirement - \$3,510.00; Tourism Fund - \$3,666.67; SE Expo Center - \$16,866.38; E-911 - \$4,000.04; Economic Development - \$29,816.91; Fleet Maintenance - \$3,609.67 and CIP Fund - \$4,428.84.

- C. Update and Expenditure Report for the McAlester Public Schools. (*Marsha Gore, Ed.D., Superintendent, McAlester Public Schools*)
- D. Concur with Mayor's Appointment of Ricky Judge, MD, 1817 S. 14th St., McAlester 74501 to the McAlester Regional Health Center Authority Board of Trustees for a term to expire February 28, 2019. (*Steve Harrison, Mayor*)
- E. Consider, and act upon, award of bid to Brentag Southwest for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 40% Polymer, aluminum sulfate, chlorine, copper sulfate, polyaluminum feric halide, polyphosphate, and powder activated carbon. (*David Medley, P.E., Director of Utilities*)
- F. Consider, and act upon, award of bid to Southwest Chemical Service for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 20% sodium permanganate and 30% caustic. (*David Medley, P.E., Director of Utilities*)
- G. Consider, and act upon, changing incentive pay in Section 2.03, License, Lab "B" and "C" of the McAlester Personnel Handbook. (*Peter J. Stasiak, City Manager*)

Mayor Harrison redrew item "D" from the Consent Agenda.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve Consent Agenda items "A, B, C, E, F and G". 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.

Scheduled Business

1. Consider and Act to sell the South Side Business Park (King Ranch Property) to The Choctaw Nation of Oklahoma for the purchase price of \$1,350,000.00, and to authorize the Mayor to execute any and all necessary instruments to complete the sale on behalf of the City of McAlester, Oklahoma. (*Mayor, Steve Harrison*)

Executive Summary

The committee recommends the sale of the South Side Development Center/Business Park to the Choctaw Nation of Oklahoma for the sum of \$1,350,000.00.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve the sale of the South Side Business Park (King Ranch Property) to The Choctaw Nation of Oklahoma for the purchase price of \$1,350,000.00, and to authorize the Mayor to execute any and all necessary instruments to complete the sale on behalf of the City of McAlester, Oklahoma.

Before the vote, Mayor Harrison read the report from the Council Committee detailing the process by which the negotiation for the sale of the property had been conducted.

There was discussion among the Council and City Attorney Ervin regarding the sale of the property, possibly regretting the sale in the future, the items the offer was subject to, what the action item actually addressed, and the sale would be without conditions.

Mayor Harrison informed the Council that this item would require a positive vote of five (5) to pass. There was no further discussion, and the vote was taken as follows:

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

NAY: None

ABSTAIN: (counted as a no vote) Councilman Smith

Mayor Harrison declared the motion carried.

2. Discussion and possible action, to require additional itemization on billing statements submitted by MPower Economic Development and contractual compliance.
(Councilman, John Titsworth)

Executive Summary

Item requesting additional itemization on billing statements.

A motion was made by Councilman Smith and seconded by Councilman Read to require additional itemization on billing statements submitted by MPower Economic Development and contractual compliance.

Before the vote, Councilman Titsworth read from the following prepared statement. "The contract for services between the City of McAlester and MPower provides for monthly itemized invoicing for services rendered. The itemization is not intended to include every detail for services, but, rather a general report of the services provided. Those services are spelled out in the contract between the two parties.

I have reviewed the nine invoices submitted for payment for this fiscal year and find five line items to be identical on each invoice. Six of those invoices having only those five items listed. Three invoices have three additional line items all of them being very similar.

Invoices submitted without proper identification of services rendered should not be approved for payment. It is the duty of this Council to require the contractual services of the City's contractors be performed and only pay for those services rendered.

Upon reviewing the funding of MPower MEDS for this physical year and for the four previous years the amount funded for services is \$954,358."

There was discussion among the Council regarding the invoices, the Committee that had been established to work on the MPower contract, the information requested from MPower not being received in a timely manner, the invoices not being seen by the Council, the information or lack

of information provided in the quarterly reports, what the current contract stated in regard to the invoices and what the deliverables stated that MPower was supposed to do.

Vice-Mayor Mason asked that a representative from MPower be given the chance to address these issues.

Shari Cooper addressed the Council explaining that the requested information had been sent out this morning and she asked that MPower's attorney address any issues regarding the contract.

Theresa Pratt addressed the Council explaining that the Council had previously approved the current contract and that invoices from MPower would be different from other invoices because of confidentiality. She added that she thought MPower's quarterly reports were very informative.

Councilman Smith commented that they were not asking for confidential information. There was discussion regarding the language in the contract. During this discussion Mayor Harrison reminded that all comments were to be directed to the Chair.

There was further discussion regarding the information that was furnished in the quarterly reports versus the information that was furnished on the monthly invoices, how none of the contracts have been perfect, how if MPower were to leave the City would still be faced with the same economic development challenges, that MPower welcomed competition, why the Sub-Committee had not received the requested information, how the MPower office was open to the public and any of the Council were welcome to visit, having all of the Council informed of the activities and not just a few and how the Council could be bordering on violating state statute by giving money away.

Mayor Harrison commented that these issues could all be addressed in the new contract.

There was no action taken on this item.

3. 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 (20 hand held radios w/mic) in the amount of \$15,345.80 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.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve the purchase of communication equipment, twenty (20) hand held radios with microphones, in the amount of \$15,345.80 with the funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, Chief Brewer addressed the Council explaining that with the purchase, if approved, would be made using the City of McAlester's Fire Department's portion of the county's fire services excise tax.

There was a brief discussion regarding which company's quote would be used and what the exact amount of the purchase was.

Mayor Harrison clarified that the correct amount of the purchase would be \$14,191.80. There was no further 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.

4. Consider and act upon Change Order No. 1 for the 2010 CDBG Water Improvements with C.S. Day & Associates of Tahlequah, Oklahoma. (*David Medley, P.E., Director of Utilities*)

Executive Summary

Motion to approve Change Order No. 1 to the 2010 CDBG Water Improvements to deduct \$1,000 from the original contract price of \$141,340.00 resulting in a contract price of \$140,340.00. This is the final change order for this project which reconciles the final constructed items to those originally bid. No additional time is requested in this change order.

A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to approve Change Order No. 1 to the 2010 CDBG Water Improvements to deduct \$1,000 from the original contract price of \$141,340.00 resulting in a contract price of \$140,340.00.

Before the vote, David Medley addressed the Council explaining that this Change Order would decrease the contract amount by \$1,000.00 and would not add any additional time to the contract. He reminded the Council that this contract had been funded by the Department of Commerce through the Community Development Block Grant and had constructed approximately 1,906 feet of six 6" diameter water main and replaced old, dilapidated and undersized water lines.

There was a brief discussion among the Council concerning any inspections done by the City and how quickly the reimbursement came from the Department of Commerce.

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

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that sales tax for March was down approximately 16% from last year but only about 9% from what the City had budgeted. He stated that water sales for the south side of the City were within \$1,000.00 of last year but the sales on the north side of the City were drastically lower. He explained that staff was currently reviewing all of the records to see if the cause could be determined. Manager Stasiak reported that the "Royal Oaks" subdivision has met all requirements and would be going to the Planning and Zoning Commission next month, the 5K run had been rescheduled, the "Buffalo Tank" had been drained, cleaned and inspected and the "B and Seminole Tank" was being prepared for cleaning. He stated that the backwash tank at the Water Plant was now where it could be cleaned, and with the amount of rain that the area had received, Lake McAlester was now full. He informed the Council that the bid opening for the Mallard and Flamingo Drainage project had been conducted this morning and would be brought to the next Council meeting and the latest DEQ inspection at the Landfill had no findings. He explained that when the 2013 CDBG Project was brought to the Council next month the City would be bringing examples of what the money could be used for so the Council could have more input. He stated that First National Bank would be donating again for the Fireworks display and the Parking Project design at the Airport had been completed and it would be going out for bid in the next few weeks. He reported that all of the storm sirens in the City were operational and he distributed copies of the environmental report of lots C1 and C3 at the Industrial Park to Vice-Mayor Mason and Councilman Garvin and if any of the other Council members would like a copy to let him know. Manager Stasiak then asked Mayor Harrison if he would appoint a committee to help work on the City of McAlester's Pension.

Remarks and Inquiries by City Council

None of the Councilmen had remarks for the evening.

Mayor's Comments and Committee Appointments

Mayor Harrison asked that Councilman Smith and Titsworth join him and Manager Stasiak to work on the Pension plan.

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 7:23 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:24 P.M.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to recess the Regular Council Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1, to discuss the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak and in accordance with Title 25, Sec. 307.B.2, to discuss negotiations concerning employees and representatives if employee groups: IAFF and FOP.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 7:25 P.M.

Executive Session

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

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

Reconvene into Open Session

The Regular Meeting was reconvened at 8:43 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1, to discuss the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak and in accordance with Title 25, Sec. 307.B.2, to discuss negotiations concerning employees and representatives if employee groups: IAFF and FOP. Only those matters were discussed, no action was taken, and the Council returned to open session at 8:43 P.M. and this constituted the Minutes of the Executive Session.

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, Titsworth, Read, Karr, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:45 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**APRIL 3, 2013
THRU
APRIL 16, 2013**

4/16/2013 9:47 AM
 PACKET: 09524 CLAIMS FOR 4/23/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	LINDA DANIELS	I-201304104844	01 -5101202	OPERATING SUP LINDA DANIELS: COUNCIL MTG EXP	064233	67.44
01-A00170	ADA PAPER CO.					
		I-357961	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	064247	446.23
01-A00267	AIRGAS, INC					
		I-9014079926	01 -5544202	OPERATING SUP CO2 FOR SBC CONCESSION	064248	60.83
		I-9014465439	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	064248	42.33
		I-9014516044	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	064248	198.24
		I-9908372869	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	064248	230.80
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201304034831	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	064206	116.75
		I-201304034831	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CENTER	064206	62.95
		I-201304104849	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	064235	72.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201304164859	01 -2105	COLLECTION AG COLLECTION FEES DUE-COURT	064251	7,401.02
01-A00776	AVG TECHNOLOGIES USA, I					
		I-R90869	01 -5225402	SOFTWARE & AU 2 YR RENEWAL-ANTIVIRUS	064256	2,039.33
01-B00180	UNION IRON WORKS, INC.					
		I-S1719978.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064257	59.22
01-B00244	BIG MAC					
		I-S1025437	01 -5865218	STREET REPAIR WATER FOR DURA PATCH	064258	234.00
01-C00100	CLEET					
		I-201304124854	01 -2100	CLEET PAYABLE CLEET FEES DUE	064243	5,921.10
01-C00161	CARDIAC SCIENCE CORP					
		I-1565416	01 -5653213	SAFETY EXPENS BATTERIES FOR AED'S	064261	490.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-401 N 2ND	064208	1,036.40
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-801 N 9TH	064208	478.02
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-1600 COLLEGE AVE C	064208	137.37
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-2717 N MAIN	064208	310.05
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-1311 E WASHINGTON	064208	70.43
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-1600 E COLLEGE AVE	064208	443.93
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-1701 E CARL ALBERT	064208	222.47
		I-201304034830	01 -5215314	GAS UTILITY GAS UTIL-28 E WASHINGTON	064208	496.95
		I-201304104847	01 -5215314	GAS UTILITY GAS UTIL-S FIRE STATION	064236	208.01
01-D00006	D & D ELEVATOR INC					
		I-12299	01 -5548316	REPAIRS & MAI MONTHLY SER FEE-ELEVATOR	064265	400.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-1307763	01 -5321308	CONTRACTED SE TELETYPE RENTAL FEE	064267	350.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201304164857	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	064273	156.85
		I-201304164857	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	064273	51.81
		I-201304164858	01 -5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONTROL	064274	352.43
		I-201304164858	01 -5321212	FUEL EXPENSE FUEL EXP-POLICE	064274	10,055.76
		I-201304164858	01 -5431212	FUEL EXPENSE FUEL EXP-FIRE	064274	1,551.75
		I-201304164858	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	064274	2,045.69
		I-201304164858	01 -5548212	FUEL EXPENSE FUEL EXP-FAC MAINT	064274	485.73
		I-201304164858	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	064274	2,773.54
		I-201304164858	01 -5544212	FUEL EXPENSE FUEL EXP-RECREATION	064274	86.44
		I-201304164858	01 -5652212	FUEL EXPENSE FUEL EXP-CODES	064274	395.38
		I-201304164858	01 -5225212	FUEL EXPENSE FUEL EXP-IT	064274	141.82
		I-201304164858	01 -5547212	FUEL EXPENSE FUEL EXP-CEMETERY	064274	546.63
		I-201304164858	01 -5432212	FUEL EXPENSE FUEL EXP-EMS	064274	1,296.79
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-BC0011799	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064276	206.69
01-G00316	GIVENS LAW FIRM, P.C.					
		I-#5	01 -5214302	CONSULTANTS LEGAL FEES	064278	285.00
01-G00490	GRISSOM IMPLEMENT INC					
		I-324259	01 -5547203	REPAIRS & MAI WEAD EATER SUPPLIES	064279	295.06
01-I00099	IKON OFFICE SOLUTIONS					
		I-23118430	01 -5321308	CONTRACTED SE LEASE PMTS- COPIERS	064281	284.00
01-I00120	TYLER TECHNOLOGIES					
		I-025-64468	01 -5211202	OPERATING SUP REPORT PROGRAMING FEE	064283	250.00
		I-201304164867	01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	064283	200.00
		I-201304164867	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	064283	210.00
01-I00140	INDIAN NATION WHOLESALE					
		I-5798035 ADD	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	064284	3.60
		I-5823504	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	064284	420.39
01-I00224	INTERNATIONAL CODE COUN					
		I-0877579	01 -5652331	EMPLOYEE TRAV IBC COMMERCIAL STUDY GUID	064285	69.00
01-J00338	JOB CONSTRUCTION CO INC					
		I-029941	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	064287	4,052.60
		I-029942	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	064287	353.05
01-L00067	COMPLIANCE RESOURCE GRO					
		I-036829	01 -5653348	DRUG TESTING/ QTRLY RANDOM DRUG TESTS	064289	267.50

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01-L00380	LOCKE SUPPLY CO.					
		I-19990145-00	01 -5542203	REPAIRS & MAI PART FOR CUTTERS	064291	15.07
		I-20104921-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	064291	80.63
01-L00428	LOWE'S CREDIT SERVICES					
		I-01633	01 -5548203	REPAIRS & MAI MISC MAINT ITEMS	064292	8.06
		I-01925	01 -5548203	REPAIRS & MAI MISC MAINT ITEMS	064292	61.08
		I-01996	01 -5548203	REPAIRS & MAI MISC MAINT ITEMS	064292	12.09
		I-02079	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064292	38.88
		I-02135	01 -5548203	REPAIRS & MAI MISC MAINT ITEMS	064292	28.74
		I-04006	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064292	165.12
		I-08958	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064292	60.63
01-M00020	M ZANE LUMBLEY					
		I-12-01939	01 -5210302	CONSULTANTS/L LEGAL SERVICES	064293	3,869.71
01-M00480	MILLER GLASS					
		I-C39239	01 -5542203	REPAIRS & MAI CEILING TILES-CAFETERIA	064296	54.00
01-M00570	MOORE MEDICAL CORP.					
		I-976528491	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	064298	654.02
		I-976790391	01 -5431202	OPERATING SUP MEDICAL SUPPLIES-EMS	064298	117.00
		I-976847891	01 -5431202	OPERATING SUP MEDICAL SUPPLIES-EMS	064298	205.95
01-MC0050	MCALESTER CHAMBER OF					
		I-3628	01 -5210331	EMPLOYEE TRAV LUNCHEON TICKETS-ARMED	064302	50.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700572	01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	064304	375.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05609855	01 -5542202	OPERATING SUP BID AD FOR HAYBALING	064305	94.62
		I-05610006	01 -5212317	ADVERTISING & COUNCIL PUBLICATION ADS	064305	16.75
		I-05610007	01 -5212317	ADVERTISING & COUNCIL PUBLICATION ADS	064305	16.75
		I-05610008	01 -5212317	ADVERTISING & COUNCIL PUBLICATION ADS	064305	19.00
01-000075	O'REILLY AUTO PARTS					
		I-103613	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	064311	8.49
		I-103615	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	064311	8.49
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201304124856	01 -2103	OBN PAYABLE (DRUG ED FEES DUE	064244	31.34
01-000358	OKLA ST DEPT OF HEALTH					
		I-2013 RENEWAL FEES	01 -5431330	DUES & SUBSCR STATE EMT LIC RENEWAL	064313	27.50
		I-2013 RENEWAL FEES	01 -5431330	DUES & SUBSCR STATE EMT LIC RENEWAL	064313	405.00
01-000427	OKLA UNIFORM BUILDING C					
		I-MARCH 2013	01 -5652336	FEES BLDG PERMIT FEES	064210	84.00

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01-000595	OSBI					
		I-201304124855	01 -2101	AFIS PAYABLE AFIS FEES DUE	064245	3,262.34
		I-201304124855	01 -2102	FORENSICS PAY FORENSIC FEES DUE	064245	3,151.66
01-P00510	PRO-KIL, INC					
		I-71788	01 -5431202	OPERATING SUP PEST CONTROL	064317	96.00
		I-72070	01 -5321325	FIRING RANGE PEST CONTROL SPRAYING FEE	064317	116.00
		I-72216	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL-JIS	064317	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201304034832	01 -5215313	ELECTRIC UTIL ELECT UTIL-1016 E SOUTH	064212	232.08
		I-201304034832	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	064212	348.12
		I-201304034832	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	064212	25.97
		I-201304034832	01 -5215313	ELECTRIC UTIL ELECT UTIL-108 AIRPORT DR	064212	132.26
		I-201304104850	01 -5215313	ELECTRIC UTIL ELECT UTIL-STREET LIGHTS	064241	11,891.63
		I-201304104850	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	064241	38.44
		I-201304104850	01 -5215313	ELECTRIC UTIL ELECT UTIL-LIBRARY	064241	1,406.30
		I-201304104850	01 -5215313	ELECTRIC UTIL ELECT UTIL-GENERAL	064241	10,436.17
		I-201304104850	01 -5215313	ELECTRIC UTIL ELECT UTIL-1099 E WYANDOTTE	064241	46.28
		I-201304104850	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	064241	38.44
01-R00210	RED RIVER SPECIALIST, I					
		I-572783	01 -5542206	CHEMICALS CHEMICALS FOR TRIM SPRAYI	064318	2,073.60
01-S00329	SHRED-IT USA, INC-OKLAH					
		I-9401714390	01 -5212308	CONTRACTED SE SHREDDING SERVICE	064320	64.00
01-S00360	SIMPLEXGRINNELL LP					
		I-76064410	01 -5548316	REPAIRS & MAI YRLY ALARM CONTRACT	064321	4,118.00
01-S00726	STAPLES ADVANTAGE					
		I-27380	01 -5542202	OPERATING SUP OFFICE SUPPLIES	064323	141.97
		I-85546	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	064323	34.99
		I-89324	01 -5542202	OPERATING SUP OFFICE SUPPLIES	064323	90.95
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9937986	01 -5653308	CONTRACTED SE 3RD QTR PLAN ADM CHARGE	064324	840.00
01-T00540	TREATS SOLUTIONS LLC					
		I-076315	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	064325	319.50
01-T00580	R D FORD					
		I-6116	01 -5543203	REPAIRS & MAI R&R SAND IN POOL FILTERS	064326	400.00
01-T00630	TWIN CITIES READY MIX,					
		I-3/31 S/C	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064327	29.63
		I-77432	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064327	1,975.00
01-U00020	UNITED STATES CELLULAR					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-3C28013	02 -5974304	LAB TESTING LAB TESTING FEES	064246	150.00
		I-3D09086	02 -5974304	LAB TESTING LAB TESTING FEES	064246	430.00
01-A00267	AIRGAS, INC					
		I-9908531404	02 -5864202	OPERATING SUP CYLINDER LEASE-LF	064248	171.20
01-A00355	ALL PAWN & SURPLUS					
		I-4-10-13	02 -5216207	CLOTHING ALLO RAIN GEAR FOR METER READE	064249	40.90
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201304034831	02 -5973328	INTERNET SERV INTERNET SVS-E WWM PLANT	064206	68.20
01-A00430	ALTIVIA					
		I-245652	02 -5974206	CHEMICALS ALUM FOR WTP	064250	3,387.22
		I-246605	02 -5974206	CHEMICALS ALUM FOR WTP	064250	3,371.51
01-A00751	ATWOODS					
		I-1516/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	064253	65.94
01-B00180	UNION IRON WORKS, INC.					
		I-S1718730.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064257	52.52
		I-S1718970.001	02 -5974203	REPAIRS & MAI MISC MAINT SUPPLIES	064257	60.65
		I-S1719370.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064257	81.49
		I-S1719380.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064257	26.04
		I-S1719827.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064257	155.83
		I-S1720461.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064257	18.91
		I-S1721501.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064257	30.82
		I-S1721753.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064257	227.85
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW386599	02 -5974206	CHEMICALS CARBON FOR WTP	064259	3,280.00
		I-BSW387610	02 -5973206	CHEMICALS CHLORINE FOR WWM	064259	620.00
01-C00880	CULLIGAN WATER COND INC					
		I-5718	02 -5974304	LAB TESTING LAB TEST SUPPLIES	064264	85.00
		I-5809	02 -5974304	LAB TESTING LAB TEST SUPPLIES	064264	24.00
01-D00323	DEPT. OF ENVIR. QUALITY					
		I-21014040	02 -5974304	LAB TESTING LAB TESTING FEES	064266	577.05
01-D00540	DOLESE BROTHERS					
		I-AG13030418	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	064269	169.52
		I-AG13030996	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	064269	1,304.73
		I-RM13017726	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	064269	1,149.01
01-D00791	DWYER INSTRUMENTS, INC.					
		I-03548553	02 -5974316	REPAIRS & MAI SWITCH FOR WATER TOWER	064270	305.31

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01-E00024	STANLEY RAY OWENS DBA E	I-1556	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL-RECYCLE	064271	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201304164857	02 -5216212	FUEL EXPENSE	FUEL EXP-UB&C	064273	555.08
	I-201304164857	02 -5864212	FUEL EXPENSE	FUEL EXP-LANDFILL	064273	70.53
	I-201304164857	02 -5866212	FUEL EXPENSE	FUEL EXP-SANITATION	064273	741.54
	I-201304164857	02 -5871212	FUEL EXPENSE	FUEL EXP-ENGINEERING	064273	208.76
	I-201304164857	02 -5974212	FUEL EXPENSE	FUEL EXP-WTP	064273	997.62
	I-201304164857	02 -5973212	FUEL EXPENSE	FUEL EXP-WWM	064273	910.01
	I-201304164857	02 -5975212	FUEL EXPENSE	FUEL EXP-UTM	064273	2,620.99
	I-201304164857	02 -5972212	FUEL EXPENSE	FUEL EXP-UTIL DIRECTOR	064273	121.81
	I-201304164858	02 -5975212	FUEL EXPENSE	FUEL EXP-UTM	064274	391.35
01-F00037	FASTENAL					
	I-114631	02 -5974203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	064275	28.27
01-F00251	FORT COBB FUEL AUTHORIT					
	I-201304104846	02 -5267314	GAS UTILITY	GAS UTIL-UTM OFFICE ON HEREFO	064237	766.45
01-H00279	HUGHES NET					
	I-B1-267910698	02 -5974328	INTERNET SERV	INTERNET SVS	064280	93.50
01-I00110	IMPRESS OFFICE SUPPLY					
	I-035221	02 -5871202	OPERATING SUP	MISC OFFICE SUPPLIES	064282	45.39
01-I00120	TYLER TECHNOLOGIES					
	I-201304164867	02 -5216336	FEES	MONTHLY SUPPORT FEES-UB&C	064283	293.16
01-J00399	JOHN C. MODZELEWSKI					
	I-201304104843	02 -5871331	EMPLOYEE TRAV	REINBURSE WEBINAR FEE	064239	79.00
01-M00304	MESHEK & ASSOC. INC					
	I-1622	02 -5871302	CONSULTANTS	ENG FEE-STM WTR MGMT	064295	8,037.24
01-M00532	MISTY VALLEY WATER CO.					
	I-81929	02 -5973203	REPAIRS & MAI	DISTILLED WATER FOR LAB	064297	41.00
01-N00341	NORTHERN EQUIPMENT COMP					
	I-PAYMENT #1	02 -5974402	RESIDUAL HAND	RESIDUAL HANDLING IMPROVE	064306	66,292.82
01-O00066	OFMA					
	I-2418	02 -5871331	EMPLOYEE TRAV	OFMA TECH WORKSHOP FEE	064308	50.00
	I-2419	02 -5871331	EMPLOYEE TRAV	OFMA TECH WORKSHOP FEE	064308	50.00
01-O00075	O'REILLY AUTO PARTS					
	C-0230-103561 CR	02 -5973203	REPAIRS & MAI	MISC REPAIR ITEMS	064309	116.48-
	I-0230-100021	02 -5973203	REPAIRS & MAI	MISC REPAIR ITEMS	064309	9.34
	I-0230-100064	02 -5973203	REPAIRS & MAI	MISC REPAIR ITEMS	064309	9.34

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS	continued				
		I-0230-102847	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064309	73.97
		I-0230-103478	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064310	131.04
		I-0230-103556	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064310	116.48
		I-0230-103895	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064310	12.48
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-31618/31587	02 -5267323	DAMAGES DEDUCTIBLE FOR TOLAND CLA	064314	10,000.00
01-P00040	PACE ANALYTICAL SERVICE					
		I-137502257	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	064315	54.47
01-P00560	PUBLIC SERVICE/AEP					
		I-201304104850	02 -5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CENTER	064241	58.34
		I-201304104850	02 -5267313	ELECTRIC UTIL ELECT UTIL-MPWA	064241	33,214.20
01-R00600	RURAL WATER DISTRICT #1					
		I-201304034836	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	064213	16.44
01-S00580	AT & T					
		I-201304104851	02 -5267315	TELEPHONE UTI PHONE UTIL-MPWA	064242	3,968.61
		I-201304104852	02 -5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	064242	111.60
01-S00710	STANDARD MACHINE LLC					
		I-232510	02 -5974203	REPAIRS & MAI LABOR TO THREAD 6" PIPE	064322	100.00
01-S00726	STAPLES ADVANTAGE					
		I-27573	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	064323	123.96
01-U00020	UNITED STATES CELLULAR					
		I-201304034838	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	064215	693.49
		I-201304034838	02 -5975328	INTERNET SERV INTERNET SVS-UTM SUPT	064215	51.53
01-U00051	UTILITY SUPPLY CO.					
		I-066804	02 -5974316	REPAIRS & MAI 24" TAPPING SLEEVE SS	064328	1,039.23
		I-066805	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	182.08
		I-066806	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	289.92
		I-066807	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	52.32
		I-066808	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	109.36
		I-066809	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	384.75
		I-066810	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	64.07
		I-067126	02 -5974316	REPAIRS & MAI PARTS TO REPAIR PIPE	064328	443.80
		I-067127	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	172.00
		I-067128	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	73.27
		I-067129	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064328	455.24
		I-067130	02 -5975235	WATER MAIN RE MISC REPAIR SUPPLIES	064328	58.28
		I-067131	02 -5975235	WATER MAIN RE MISC REPAIR SUPPLIES	064328	147.96
		I-067132	02 -5975211	WATER METERS REPLACEMENT WTR METERS	064329	150.00

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PACKET: 09524 CLAIMS FOR 4/23/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00128	UNITED PACKAGING & SHIP					
		I-119149	02 -5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	064330	36.58
		I-119151	02 -5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	064330	37.73
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1559863.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064333	18.04
		I-S1562080.001	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	064333	13.30
		I-S1572567.001	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	064333	176.12
		I-S1573695.001	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	064333	208.09
			FUND	02 MPWA	TOTAL:	151,089.17

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PACKET: 09524 CLAIMS FOR 4/23/2013

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201304034832	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	064212	939.88
01-U00020	UNITED STATES CELLULAR					
		I-201304034838	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	064215	27.70
			FUND 03	AIRPORT AUTHORITY	TOTAL:	967.58

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FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201304104850	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	064241	178.55
				FUND 05 PARKING AUTHORITY	TOTAL:	178.55

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PACKET: 09524 CLAIMS FOR 4/23/2013
VENDOR SET: 01
FUND : 08 NUTRITION

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00405	DIANE CHADSEY					
		I-201304164862	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064268	42.38
01-E00207	EMMA E. BELLIS					
		I-201304164860	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064272	135.00
		I-201304164861	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064272	101.70
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201304164858	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	064274	615.69
01-G00288	GERALDINE E MALKOWSKI					
		I-201304164865	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064277	180.00
		I-201304164866	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064277	124.30
01-R00304	RICHELLE CHEYENNE					
		I-201304164863	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064319	150.00
		I-201304164864	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064319	95.49
01-U00020	UNITED STATES CELLULAR					
		I-201304034838	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	064215	83.10
			FUND 08 NUTRITION	TOTAL:		1,527.66

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PACKET: 09524 CLAIMS FOR 4/23/2013

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00745	ALFA- ASSOC FOR LANDFIL					
	I-416		09 -5864327	SUB TITLE D E QTRLY FEE-LANDFILL	064252	5,079.00
			FUND	09 LANDFILL RES./SUB-TITLE DTOTAL:		5,079.00

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PACKET: 09524 CLAIMS FOR 4/23/2013

VENDOR SET: 01

FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFFEE & TAFT					
		I-398119	11 -5220302	CONSULTANTS LEGAL FEES	064303	1,170.00
01-P00242	PETER STASIAK					
		I-201304044839	11 -5220302	CONSULTANTS TRAVEL EXP-OMRF MEETING	064211	161.70
			FUND 11	EMPLOYEE RETIREMENT	TOTAL:	1,331.70

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FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00220 LBR, INC.						
		I-5040	24 -5876401	CAPITAL OUTLA CONSULTANT FEES	064290	8,417.00
		I-5040	24 -5876401	CAPITAL OUTLA CONSULTANT FEES	064290	2,507.00
			FUND	24 AIRPORT GRANT	TOTAL:	10,924.00

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PACKET: 09524 CLAIMS FOR 4/23/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00469	CITY OF MCALESTER SPECI	I-12-01877	27 -5655214	TOURISM EXPEN EXPO RENTAL FEE-	064262	2,750.00
01-000137	OKLA TOURISM/RECREATION	I-10446	27 -5655214	TOURISM EXPEN MCALESTER BROCHURES	064312	463.08
01-W00294	WILDFIRE BAND c/o RONNI	I-DEPOSIT	27 -5655348	FESTIVAL/JULY BAND FOR JULY 4TH FESTIVA	064334	200.00
			FUND 27	TOURISM FUND	TOTAL:	3,413.08

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FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00823	COUNTRY MART	I-429066108	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064263	36.30
01-D00006	D & D ELEVATOR INC	I-12295	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	064265	200.00
01-F00015	FLEETCOR TECHNOLOGIES	I-201304164858	28 -5654212	FUEL EXPENSE FUEL EXP-EXPO	064274	118.09
01-G00490	GRISSOM IMPLEMENT INC	I-325016	28 -5654203	REPAIR & MAIN REPLACEMENT PART FOR MOWE	064279	27.55
01-H00279	HUGHES NET	I-201304104848	28 -5654328	INTERNET SERV INTERNET SVS-EXPO	064238	143.50
01-L00428	LOWE'S CREDIT SERVICES	I-06914	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	064292	116.83
		I-06966	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	064292	13.28
01-M00480	MILLER GLASS	I-13928	28 -5654316	REPAIRS & MAI DOOR REPAIR	064296	65.00
01-P00560	PUBLIC SERVICE/AEP	I-201304034832	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV	064212	36.06
		I-201304034832	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	064212	4,450.94
01-U00020	UNITED STATES CELLULAR	I-201304034838	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	064215	110.80
			FUND 28	SE EXPO CENTER	TOTAL:	5,318.35

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FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201304104853	29 -5324401	CAPITAL OUTLA PHONE UTIL-911 EQUIP RENTAL	064234	2,403.33
01-A00581	AT&T					
		I-201304034834	29 -5324315	TELEPHONE UTI PHONE UTIL-CITY HOST CIRCUIT	064207	781.25
		I-201304034834	29 -5324315	TELEPHONE UTI PHONE UTIL-CTY HOST CIRCUIT	064207	198.00
01-C00856	CROSS TELEPHONE COMPANY					
		I-201304034835	29 -5324315	TELEPHONE UTI PHONE UTIL-911 CTY TRUNK LINE	064209	334.54
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201304164858	29 -5324212	FUEL EXPENSE FUEL EXP-E911	064274	28.15
01-S00580	AT & T					
		I-201304034833	29 -5324315	TELEPHONE UTI PHONE UTIL-E-911	064214	2,196.68
		I-201304034837	29 -5324315	TELEPHONE UTI PHONE UTIL-E911 WIRELESS	064214	228.36
01-S00726	STAPLES ADVANTAGE					
		I-90878	29 -5324202	OPERATING SUP MISC OFFICE SUPPLIES	064323	57.99
01-U00020	UNITED STATES CELLULAR					
		I-201304034838	29 -5324315	TELEPHONE UTI INTERNET SVS-E-911	064215	27.70
				FUND 29 E-911	TOTAL:	6,256.00

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PACKET: 09524 CLAIMS FOR 4/23/2013

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 #2	30 -5211407	14 ST/69 HWY	14TH & 69 HWY SWR EXTENSI	064260	82,599.75
01-M00239	MDSA (MCALESTER DEFENSE					
	I-12-01960	30 -5211360	ECONOMIC DEVE	REG FEE-WASH DC TRIP	064294	250.00
01-P00242	PETER STASIAK					
	I-201304104845	30 -5211360	ECONOMIC DEVE	TRAVEL EXP-MDSA MGT IN DC	064240	441.79
01-P00271	PHOENIX PARK HOTEL					
	I-12-01965	30 -5211360	ECONOMIC DEVE	TRAVEL EXP-MDSA MTG	064316	1,277.84
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	84,569.38

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PACKET: 09524 CLAIMS FOR 4/23/2013

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 #2	33 -5871513	2010 CDBG PRO 2010 CDBG WTR IMP-N TOWN		064260	89,376.00
01-N00347	MEHLBURGER BRAWLEY, INC					
	I-MC-11-03-08	33 -5871513	2010 CDBG PRO CONSULTANT FEES-2010 CDBG		064307	1,651.50
	I-MC-11-03-08 A	33 -5871513	2010 CDBG PRO DEQ PERMIT REVIEW FEE		064307	898.50
			FUND 33 CDBG GRANTS FUND	TOTAL:		91,926.00

PACKET: 09524 CLAIMS FOR 4/23/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
		C-923275 CR	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	3.33-
		C-923879 CR	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	36.00-
		I-923454	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	270.37
		I-923455	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	37.81
		I-923456	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	27.93
		I-923498	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	45.98
		I-923500	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	58.99
		I-923542	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	55.36
		I-923550	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	15.95
		I-923569	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	79.66
		I-923653	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	16.20
		I-923653 A	35 -5862203	REPAIRS & MAI FILTERS FOR PARKS DEPT	064254	6.48
		I-923798	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	194.95
		I-923944	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064254	64.04
		I-923958	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064255	27.30
		I-924015	35 -5862203	REPAIRS & MAI AUTO REPAIR PARTS	064255	5.34
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201304164858	35 -5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	064274	141.62
01-G00490	GRISSOM IMPLEMENT INC					
		I-160876	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064279	35.00
		I-32522	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064279	139.32
01-J00310	JET TIRE SERVICE					
		I-107873	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	064286	168.00
		I-108157	35 -5862203	REPAIRS & MAI MISC VEHICLE REPAIRS	064286	44.95
01-K00190	YELLOWHOUSE MACHINERY C					
		I-906471	35 -5862203	REPAIRS & MAI TIE RODS FOR W-20	064288	506.26
01-M00612	MOTOROLA					
		I-91239111	35 -5862203	REPAIRS & MAI PARTS TO REPAIR RADIOS	064299	1,211.25
01-MC0045	MC CRAYS MANUFACTURING					
		I-6236	35 -5862203	REPAIRS & MAI REPAIR PARTS AS NEEDED	064301	64.43
01-O00075	O'REILLY AUTO PARTS					
		C-0230-101375 CR	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	32.28-
		C-0230-102851 CR	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	40.00-
		C-0230-105214 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064309	37.00-
		I-0230-101315	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	32.28
		I-0230-101326	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	32.28
		I-0230-101855	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	12.36
		I-0230-101960	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	277.99
		I-0230-102091	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	54.17
		I-0230-102840	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	61.16
		I-0230-102932	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064309	9.62

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VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS	continued				
	I-0230-102969	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064310	96.82	
	I-0230-103063	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064310	102.99	
	I-0230-103132	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064310	8.78	
	I-0230-103226	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064310	102.99	
	I-0230-103339	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064310	36.54	
	I-0230-103554	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064310	13.67	
	I-0230-103605	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064310	279.97	
	I-0230-103697	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064310	18.99	
	I-0230-103854	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064310	2.80	
	I-0230-104950	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064310	147.49	
	I-0230-104956	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064311	28.21	
	I-0230-105198	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064311	30.20	
	I-0230-105288	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064311	10.14	
	I-0230-105323	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064311	7.46	
	I-0230-402889	35 -5862203	REPAIRS & MAI MISC SMALL REPAIR PARTS	064311	5.78	
01-U00020	UNITED STATES CELLULAR					
	I-201304034838	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET MAINT	064215	61.79	
FUND 35 FLEET MAINTENANCE TOTAL:						4,503.06

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PACKET: 09524 CLAIMS FOR 4/23/2013

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN					
		I-9351	36 -5215315	THIRD PARTY A W/C ADMINISTRATION FEE	064300	941.68
				FUND 36 WORKER'S COMPENSATION	TOTAL:	941.68
				REPORT GRAND TOTAL:		474,466.14

** 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 -2100	CLEET PAYABLE (COURT)	5,921.10				
	01 -2101	AFIS PAYABLE - COURT	3,262.34				
	01 -2102	FORENSICS PAYABLE (COURT)	3,151.66				
	01 -2103	OBN PAYABLE (COURT)	31.34				
	01 -2105	COLLECTION AGENCY 25% (COU	7,401.02				
	01 -5101202	OPERATING SUPPLIES	67.44	1,350	678.63		
	01 -5210202	OPERATING SUPPLIES	23.16	2,600	211.89		
	01 -5210302	CONSULTANTS/LABOR RELATION	3,869.71	89,500	456.73		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	50.00	5,900	1,286.65		
	01 -5211202	OPERATING SUPPLIES	250.00	5,300	1,446.30		
	01 -5212308	CONTRACTED SERVICES	64.00	2,475	149.60		
	01 -5212317	ADVERTISING & PRINTING	52.50	1,750	190.96		
	01 -5213336	FEES	200.00	2,500	500.00		
	01 -5214302	CONSULTANTS	285.00	135,200	712.30		
	01 -5215313	ELECTRIC UTILITY	24,595.69	315,000	95,285.82		
	01 -5215314	GAS UTILITY	3,403.63	14,000	6,409.96		
	01 -5215315	TELEPHONE UTILITY	1,786.87	27,900	124.17		
	01 -5225212	FUEL EXPENSE	141.82	1,800	288.84		
	01 -5225349	SOFTWARE MAINTENANCE	210.00	45,400	1,012.05		
	01 -5225402	SOFTWARE & AUDIO EXPENSE	2,039.33	4,000	341.52		
	01 -5320328	INTERNET SERVICE	116.75	1,500	332.50		
	01 -5321212	FUEL EXPENSE	10,055.76	126,490	24,466.66		
	01 -5321308	CONTRACTED SERVICES	634.00	15,000	5,642.88		
	01 -5321325	FIRING RANGE	116.00	12,500	4,135.39		
	01 -5322212	FUEL EXPENSE	352.43	6,600	936.05		
	01 -5431202	OPERATING SUPPLIES	523.34	11,700	551.23		
	01 -5431203	REPAIRS & MAINT SUPPLIES	77.61	13,000	7,889.89		
	01 -5431207	CLOTHING ALLOWANCE	206.69	18,500	2,109.72		
	01 -5431212	FUEL EXPENSE	1,551.75	21,600	3,209.40		
	01 -5431328	INTERNET SERVICE	62.95	2,800	974.45		
	01 -5431330	DUES & SUBSCRIPTIONS	432.50	8,100	2,595.55		
	01 -5432202	OPERATING SUPPLIES	1,125.39	21,000	1,774.31		
	01 -5432212	FUEL EXPENSE	1,296.79	18,000	3,329.74		
	01 -5542202	OPERATING SUPPLIES	327.54	5,576	3,252.46		
	01 -5542203	REPAIRS & MAINT SUPPLIES	592.57	51,475	7,814.74		
	01 -5542206	CHEMICALS	2,073.60	12,000	4,829.75		
	01 -5542212	FUEL EXPENSE	2,097.50	41,620	6,255.93		
	01 -5542308	CONTRACTED SERVICES	126.00	15,500	5,260.88		
	01 -5542328	INTERNET SERVICE	72.95	1,800	314.00		
	01 -5543203	REPAIRS & MAINT SUPPLIES	400.00	12,455	1,534.61		
	01 -5544202	OPERATING SUPPLIES	527.62	11,691	5,125.37		
	01 -5544212	FUEL EXPENSE	86.44	3,450	875.57		
	01 -5547203	REPAIRS & MAINT SUPPLIES	295.06	10,246	1,916.76		
	01 -5547212	FUEL EXPENSE	546.63	13,400	4,003.30		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	723.18	54,500	20,120.94		

** 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 -5548212	FUEL EXPENSE	485.73	6,400	1,920.27		
	01 -5548311	PARKING RENTAL	375.00	4,500	0.00		
	01 -5548316	REPAIRS & MAINTENANCE	4,518.00	23,000	7,228.18		
	01 -5652212	FUEL EXPENSE	395.38	5,250	892.41		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	69.00	1,600	148.96		
	01 -5652336	FEES	84.00	1,580	0.00		
	01 -5653202	OPERATING SUPPLIES	34.99	2,800	771.37		
	01 -5653213	SAFETY EXPENSE	710.00	27,800	14,892.46		
	01 -5653308	CONTRACTED SERVICES	840.00	5,200	1,840.00		
	01 -5653348	DRUG TESTING/PHYSICALS	267.50	22,200	14,768.75		
	01 -5865212	FUEL EXPENSE	2,930.39	45,500	8,488.63		
	01 -5865218	STREET REPAIRS & MAINTENAN	14,503.28	275,000	30,028.56		
	02 -5216207	CLOTHING ALLOWANCE	40.90	1,000	111.60		
	02 -5216212	FUEL EXPENSE	555.08	9,300	2,017.01		
	02 -5216336	FEES	293.16	4,500	1,018.40		
	02 -5267313	ELECTRIC UTILITY	33,272.54	389,500	110,951.31		
	02 -5267314	GAS UTILITY	766.45	5,480	488.30-	Y	
	02 -5267315	TELEPHONE UTILITY	4,773.70	69,900	13,349.24		
	02 -5267316	WATER UTILITY	16.44	8,300	8,017.15		
	02 -5267323	DAMAGES	10,000.00	20,920	10,920.00		
	02 -5864202	OPERATING SUPPLIES	171.20	2,000	1,296.66		
	02 -5864212	FUEL EXPENSE	70.53	2,100	1,518.86		
	02 -5866212	FUEL EXPENSE	741.54	13,500	1,511.40		
	02 -5866230	RECYCLING CENTER EXPENSE	100.00	4,600	2,277.38		
	02 -5871202	OPERATING SUPPLIES	45.39	2,800	1,306.80		
	02 -5871212	FUEL EXPENSE	208.76	1,850	304.28		
	02 -5871302	CONSULTANTS	8,037.24	156,060	22,665.42		
	02 -5871331	EMPLOYEE TRAVEL & TRAININ	179.00	3,300	956.46		
	02 -5972202	OPERATING SUPPLIES	123.96	1,063	0.11		
	02 -5972212	FUEL EXPENSE	121.81	1,600	275.63		
	02 -5973203	REPAIRS & MAINT SUPPLIES	902.53	51,680	18,751.88		
	02 -5973206	CHEMICALS	620.00	4,400	2,309.50		
	02 -5973212	FUEL EXPENSE	910.01	14,400	2,306.18		
	02 -5973304	LAB TESTING	54.47	34,600	9,896.77		
	02 -5973316	REPAIRS & MAINTENANCE	74.31	38,500	9,913.36		
	02 -5973328	INTERNET SERVICE	68.20	750	84.62		
	02 -5974203	REPAIRS & MAINT SUPPLIES	272.90	96,500	755.05		
	02 -5974206	CHEMICALS	10,038.73	378,661	63,376.98		
	02 -5974212	FUEL EXPENSE	997.62	20,300	2,048.11		
	02 -5974304	LAB TESTING	1,266.05	26,784	2,936.59		
	02 -5974316	REPAIRS & MAINTENANCE	1,788.34	61,296	0.45		
	02 -5974328	INTERNET SERVICE	93.50	1,000	4.50-	Y	
	02 -5974402	RESIDUAL HANDLING PROJECT	66,292.82	875,400	0.00		
	02 -5975211	WATER METERS	1,933.01	45,000	3,460.39		
	02 -5975212	FUEL EXPENSE	3,012.34	46,550	6,208.27		

** 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 -5975218	STREET REPAIRS & MAINTENAN	2,623.26	158,000	64,802.57		
	02 -5975230	SEWER MAIN REPAIR	365.61	44,171	0.72		
	02 -5975235	WATER MAIN REPAIR	206.24	39,278	0.83		
	02 -5975328	INTERNET SERVICE	51.53	1,500	350.36		
	03 -5876313	ELECTRIC UTILITY	939.88	15,200	4,922.20		
	03 -5876315	TELEPHONE UTILITY	27.70	300	24.24		
	05 -5218313	ELECTRIC UTILITY	178.55	1,400	530.44		
	08 -5549212	FUEL EXPENSE	615.69	9,400	1,674.87		
	08 -5549308	CONTRACT SERVICES	828.87	15,500	3,013.41		
	08 -5549315	TELEPHONE UTILITY	83.10	2,400	170.25		
	09 -5864327	SUB TITLE D EXPENSE	5,079.00	80,000	3,729.29		
	11 -5220302	CONSULTANTS	1,331.70	38,020	41,651.70-	Y	
	24 -5876401	CAPITAL OUTLAY	10,924.00	1,834,544	1,762,989.00		
	27 -5655214	TOURISM EXPENSE	3,213.08	48,500	15,259.69		
	27 -5655348	FESTIVAL/JULY 4TH	200.00	16,000	3,242.50		
	28 -5654203	REPAIR & MAINT SUPPLIES	157.66	20,000	5,034.33		
	28 -5654210	CONCESSION SUPPLIES	36.30	29,000	13,452.33		
	28 -5654212	FUEL EXPENSE	118.09	2,400	737.92		
	28 -5654313	ELECTRIC UTILITY	4,487.00	63,000	21,651.00		
	28 -5654315	TELEPHONE UTILITY	110.80	3,000	576.96		
	28 -5654316	REPAIRS & MAINTENANCE	265.00	22,000	8,728.15		
	28 -5654328	INTERNET SERVICE	143.50	900	104.50-	Y	
	29 -5324202	OPERATING SUPPLIES	57.99	26,000	21,310.98		
	29 -5324212	FUEL EXPENSE	28.15	2,100	855.18		
	29 -5324315	TELEPHONE UTILITY	3,766.53	60,000	14,019.15		
	29 -5324401	CAPITAL OUTLAY	2,403.33	30,714	6,680.70		
	30 -5211360	ECONOMIC DEVELOP. SERVICES	1,969.63	234,513	56,658.62		
	30 -5211407	14 ST/69 HWY SWR EXTENSION	82,599.75	454,408	0.00		
	33 -5871513	2010 CDBG PROJECT	91,926.00	155,292	5,853.50		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	4,299.65	319,900	123,743.82		
	35 -5862212	FUEL EXPENSE	141.62	9,081	4,585.88		
	35 -5862315	TELEPHONE UTILITY	61.79	870	316.36		
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	700.00		
	** 2012-2013 YEAR TOTALS **		474,466.14				

NO ERRORS

** END OF REPORT **

PACKET: 09524 CLAIMS FOR 4/23/2013
VENDOR SET: 01
BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	4/2013	106,440.93CR
02	4/2013	151,089.17CR
03	4/2013	967.58CR
05	4/2013	178.55CR
08	4/2013	1,527.66CR
09	4/2013	5,079.00CR
11	4/2013	1,331.70CR
24	4/2013	10,924.00CR
27	4/2013	3,413.08CR
28	4/2013	5,318.35CR
29	4/2013	6,256.00CR
30	4/2013	84,569.38CR
33	4/2013	91,926.00CR
35	4/2013	4,503.06CR
36	4/2013	941.68CR

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ALL		474,466.14CR
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**Service Solution****ORIGINAL**

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

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

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

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

INVESTMENT SUMMARY

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

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

STATE CONTRACT SW403

SUMMARY OF SERVICES

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

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

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

TEST AND INSPECTION OVERVIEW:

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

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

24/7 Service

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

SERVICE COVERAGE:

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

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

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

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

Platinum Service Plan - Parts and Labor Included on covered system

Service Solution

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

PAYMENT TERM: Annual In Advance

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

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

Customer:

Signature: [Signature]

Print Name: Kevin Biddle

Title: Mayor

Phone#: 918-423-9300

Fax #: _____

Email: _____

PO#: _____

Date: 5/12/11

SimplexGrinnell:

SAUNDRA J COOK Sonie

Phone #: 918-281-3143

Fax #: 918-582-6207

License #: (If Applicable) 16111

Authorized Signature: [Signature] (Sonie)

Print Name: Saundra Cook

Title: Sales

Date: 4-27-2011

MPOWER QUARTERLY REPORT



FY 2012-2013: Third Quarter

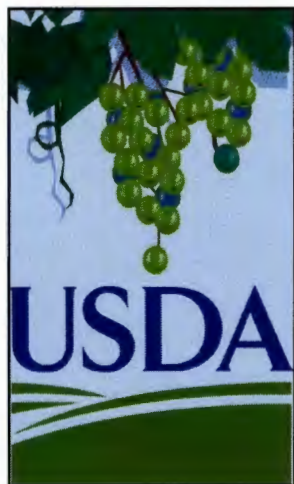
January – March 2013

From the Desk of the Executive Director...

The dormancy of the winter season has ended and Spring is here! Try as hard as it may, winter has nature's permission to linger for only so long. Yes, the dark season will always fail in its attempt to forbid the earth's rebirth, for no matter how long the winter, spring is sure to follow! This is a time when all the little buds, buried deep in the earth, push up, and beautiful blossoms unfold. I believe the same can be said for the rebirth of McAlester. It's springtime McAlester — and we have some pretty exciting signs of growth. And just like the seasons, that require TIME to unfold, your bounty season might be just around the corner!!

- Shari Cooper

EXISTING INDUSTRY UPDATE



This quarter many exciting developments are coming to FRUITION with our local Business Retention and Expansion program. This quarter, MPOWER has provided technical services (via grant administration) to Whispering Meadows Winery (Project Cask). As a result, the winery will be expanding and creating new jobs!

The winery is one of McAlester's biggest tourism attractions and so it is not only a manufacturer, but a sales tax generator for the City of McAlester. Recently the winery has opened another location in Oklahoma City under a new label. Most of the wine produced, however, is actually produced at their Choctaw Avenue location. While they are looking at building a new location, they were in immediate need of automated equipment that will allow them to transform the grapes into wine, then bottle and label the wine much faster. MPOWER was there to help!

In June of last year, staff wrote and secured grant funding from the USDA to purchase the manufacturing equipment that MPOWER will own and then lease to the winery. As part of the prerequisite, the winery also had to commit to a significant investment—matching the grant funds and also committing to new job creation. Because of this grant, the winery will be creating approximately 10 new jobs this year! If you, or someone you know, is looking for employment—please contact the winery for job opportunities!

Our local winery harvests grapes from around Oklahoma approximately twice a year. They then bring the grapes back to the winery on Choctaw Avenue and the manufacturing process begins. Grapes are crushed and de-stemmed and the juice is then put into tanks or oak barrels where it is aged and transformed into wine. When the time is right, the wine is then bottled, corked, sealed, and labeled. When is the last time you paid this locally "woman-owned and operated" business a visit? Go by and see them and remember—it pays to shop local!



Doug Stobaugh, of Whispering Meadows Vineyards & Winery, McAlester—harvests grapes from a vineyard in Shawnee, OK (2012).

EXISTING INDUSTRY



EXISTING BUSINESS MATTERS!

As you may have heard by now, Quiznos has moved into McAlester—and MPOWER was instrumental in recruiting this corporation to McAlester. **The local franchise investors have created approximately 20 new jobs!** Since January, we have continually promoted Quiznos via social media—as the “must try” new restaurant in McAlester. We have had several follow-up visits to check on business and to offer our services in marketing. As you may have experienced yourself, Quiznos has been keeping quite busy.

In the process of welcoming Quiznos to McAlester, we reached out to several small and larger retailers in the McAlester area. Thank you to **Lawrence Sports Cut/Professional Touch Salon and Massage, Whispering Meadows Winery, Ink It Online, McAlester Regional Wellness Center, Staples and Candlewood Suites McAlester** for their generous donations. These donations went to create a welcome package for the owners of Quiznos and the regional director from the Quiznos’ corporate office in St. Louis. Their generosity was a win/win for both the new franchise owners and McAlester. MPOWER thanked the businesses in our business announcement on our website (www.mpowercorp.us). Additionally, we posted the event to our facebook page and submitted the good news to the local newspaper. Unfortunately, the McAlester News-Capital did not report the event—but we are happy to share the good news with you, our valued reader!

EXISTING INDUSTRY

As part of our contract with The City of McAlester, MPOWER must survey twenty-percent of business in the city. This quarter, we have been developing this survey in accordance with best practices from the International Economic Development Council (IEDC). We've also been working hard to update our online company database (provided by the Oklahoma Department of Commerce) in order to organize our e-mail list to submit our online survey.

During the early part of the 4th Quarter, the survey will be sent out to approximately 500 businesses and will gauge the business climate in McAlester, where MPOWER services could be best utilized, and what these companies are projecting for business over the next year in our region. We look forward to submitting this survey to those who make the choice of doing business in our city.

If you have not received a phone call and would like to be on the e-mail list for this online survey, please contact **Shane Cameron** at **918-423-5735** or e-mail at **shane@mpowercorp.us**

Finally, In our last report, we shared that CVS would be moving to town and locating right across the street from Walgreens Pharmacy. We also noted that we were doing our best to help Payless Shoe Source find another location since they were forced to leave because of the CVS Pharmacy development. We have provided their real estate representatives with all the available building inventory that we have for McAlester.

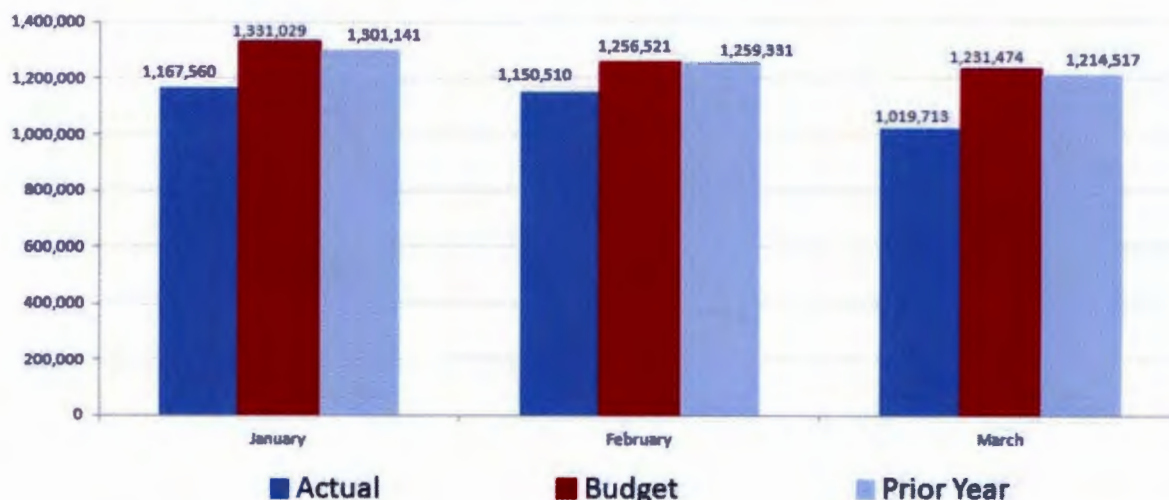
As of the date of this publishing, **the Payless Shoe Source** has not announced a new negotiated lease in McAlester. However, as we continue to recruit developers to our city, there may be hope that we are able to create a new shopping venue for McAlester, where additional space will be made available along US Highway 69.

On that note, in this quarter alone, we gave three familiarity tours of McAlester to prospective commercial developers and hope that soon there will be a transaction that occurs that leads to a positive announcement for the City, especially in light of the decrease in sales tax collections as noted below.

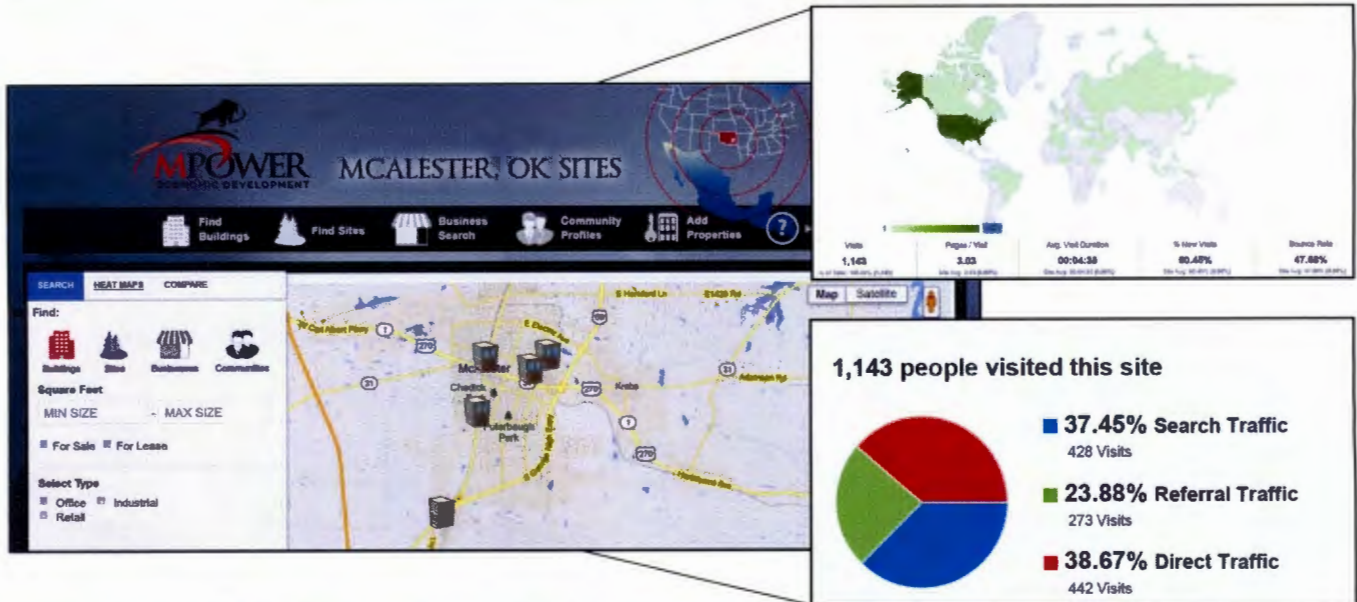


City Budget vs. City Sales Tax Revenue

FY 2011-201 & FY 2012-2013



MARKETING MCALESTER



RURAL, REGIONAL, GLOBAL MARKETING!

Be sure to check out our website for many new and updated items of interest. This quarter, we had **1143 website visitors** to www.mpowercorp.us. In addition, our website had **3459 page views**, not including the searches in our online property database.

From January 1—March 31, 2013, our property database has been searched over **7,300 times** by interested people looking for available **commercial or industrial properties in, or around, McAlester**. This number represents an increase of over 3,300 views, as reported in the last quarter. These properties are also listed on the state economic development website—the Oklahoma Department of Commerce's website—<http://okcommerce.gov>.

The more McAlester's commercial and industrial inventory grows, the more we can look forward to the odds of landing a new company—so we need YOUR help! If you have either a commercial or industrial site or building that you would like to list with us for free, please call Shane at 918.423.5735 or e-mail him at shane@mpowercorp.us.

MPOWER staff continues to add properties to this database, which now showcases, **37 total properties** in the McAlester area. In this quarter, 17 new properties have been added and 6 properties have been updated. Additionally, the searchable property database can be used to access important community data & statistics. This quarter, check out the newest feature we've added, **which allows you to compare McAlester statistics to other communities all over the country!**



More Great News for McAlester!

This quarter, the McAlester Marketing Plan—which was managed by MPOWER and produced by Marketing Alliance received approval from the McAlester City Council and was officially adopted. The plan sets out a road map for the use of the city's lodging tax—which annually averages half a million in tax revenue.

Since tourism is one of MPOWER's identified target industries, we are thrilled to see that the city is taking such a proactive approach at utilizing these revenues in a fiscally sound and responsible way. We look forward to supporting City's vision and implementation plan for tourism promotion!

MARKETING MCALESTER



MCALESTER'S PREMIERE ECONOMIC DEVELOPMENT VIDEO!



By now, we hope that you have seen the economic development video on McAlester that MPOWER produced with Insight Visual Media out of Edmond, OK. We have received rave reviews on the video—including from the Director of the Oklahoma Department of Commerce, the state's economic development agency. Senator Jim Inhofe's office also called us to compliment us on the video, which made them very proud. THANK YOU to all who contacted us with positive comments and support!

Although the local newspaper missed covering the story during the February 26, 2013 City Council Meeting, a larger newspaper—The Edmond Sun—featured the video in their paper giving MPOWER and McAlester the positive community support it deserves! You can read the story online here: <http://www.edmondsun.com/opinion/x765740162/AGAINST-THE-GRAIN-McAlester-hearkens-back-to-its-boomtown-status>



Already, MPOWER has been able to share the video with several site selectors and prospective companies we have made contact with in the past. The video has been placed on our website (where we have also made several other updates) and you can view it by visiting our home page at : www.mpowercorp.us. Please feel free to share the link as so many others have. To date, the video has been viewed over 5,600 times just since its February debut!

With the age of electronic media upon us—newspapers are becoming a thing of the past and social media sites dominate. Stayed informed and up to date by subscribing to our social media page on facebook where we will be reporting on many cool things as they happen such as the release of the tourism video. MPOWER has over 1500 people followers on our page—Join in on the fun and check out what's new at: <https://www.facebook.com/MPOWEREconomicDevelopment>

MARKETING MCALESTER

RAISING THE BAR!

MPOWER remained in the state's Top 5 Cities — in total brochure requests this quarter. That number does NOT include all the brochures that are picked up at the 5 state Visitor Centers across the state.

The Oklahoma Tourism & Recreation Department sent MPOWER's "Great American Experience" tourism brochure to 3,128 people across the United States!

As you can see from the graph below, McAlester ranks #1 when compared to other communities of its size. These brochures are available free to anyone who requests them at www.travelok.com. The State's tourism website also ranked #1 across the nation for state tourism websites again this quarter.

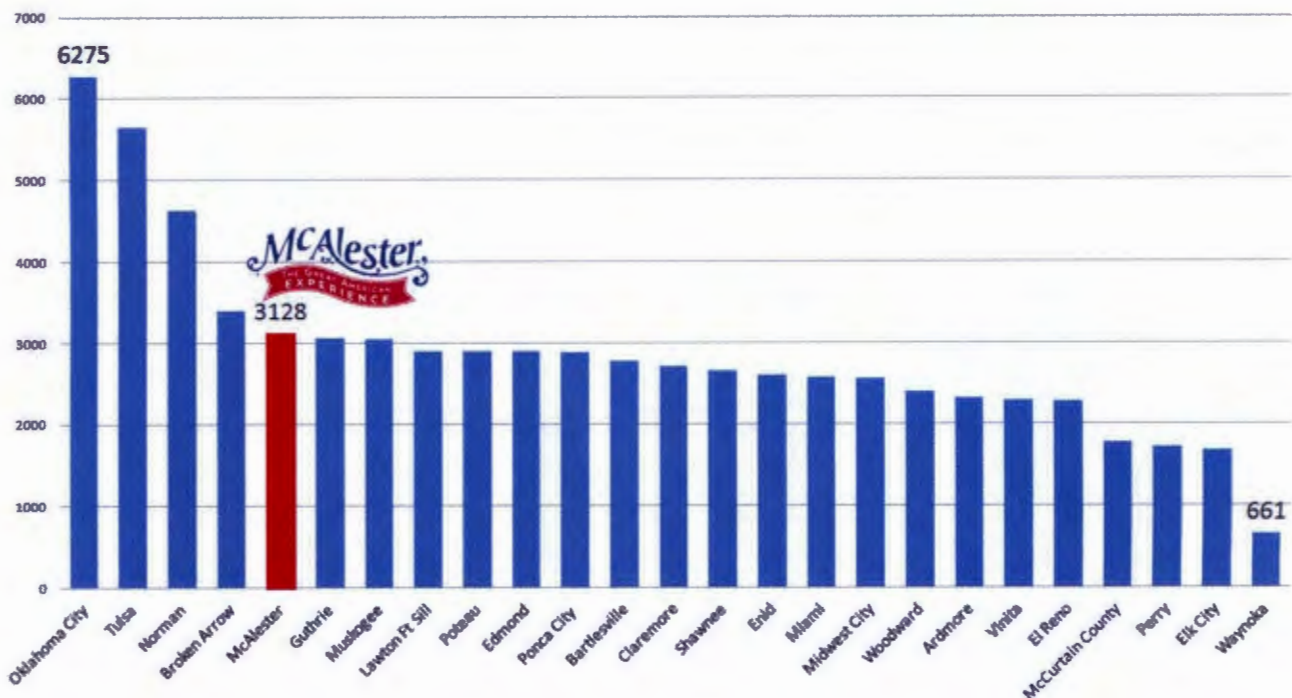
As soon as we have completed our tourism video for the City (next quarter) we will also be able to post the video to the state's tourism website. This will give McAlester even more tourism exposure and hopefully bring in even more visitors to McAlester.



OKLAHOMA
NATIVE AMERICA

Oklahoma Department of Tourism & Recreation
Community Tourism Brochure Request
January 1 - March 31, 2013

MPOWER
ECONOMIC DEVELOPMENT



MARKETING MCALESTER



CONGRATULATIONS to McAlester's Candlewood Suites Hotel Ranked #1 in Guest Satisfaction! Intercontinental Hotel Groups (IHG) corporate offices made the announcement early this quarter that their Candlewood Suites Hotel located in McAlester, OK has been ranked #1 in Guest Satisfaction out of 270 hotels in the Brand for the month of February and March 2013. The closest ranked Candlewood Suites in Oklahoma was Bartlesville, at #53, followed by Oklahoma City at #143 and Owasso at #156. This is a great reflection for McAlester tourism news!

Melissa Maillet, General Manager with K. J. Hotel Properties, LLC. expressed her excitement. "This ranking not only reflects well on the service provided by our hotel, but it boosts tourism potential in McAlester. The more positive the ranking we have, the better it is for the City of McAlester," Maillet said.

Stephen Woodham, Regional Director for the hotel says it is likely that more people will feel inclined to stay in McAlester and enjoy the many different attractions that the area has to offer. "I oversee other Candlewood Suite Properties throughout the state and am very proud of Melissa and her team for achieving such a milestone within the brand. She has a great team and they do a wonderful job taking care of our guest and making them feel at home when staying with us."

About Candlewood Suites

Candlewood Suites McAlester opened in May of 2009 and is franchised with Intercontinental Hotel Groups. Candlewood Suites offers residential style living and has locations across the United States and Internationally. Learn more at:

www.candlewoodsuites.com

425 South George Nigh Expressway
McAlester, Oklahoma 74501

re·gion·al·ism

/ˈrɛjən.lɪzəm/ Noun

The theory or practice of regional rather than central systems of administration or economic, cultural, or political affiliation

MPOWER would like to give a "shout out" to our friends in the neighboring community of Krebs! Several businesses there have helped us make a great impression on countless visitors and business prospects. This month we hosted some VIPs who could make a tremendous investment in McAlester. We took them to Krebs and shared the compelling coal mining history and Italian heritage with our guests, who were more than impressed. Thanks for being part of the McAlester/MPOWER Economic Development Team! We Love Ya!

<http://www.loverasmarket.com>



<http://www.petes.org>



CONFERENCES & CALL TRIPS



BUSINESS RECRUITMENT CALL TRIP—JANUARY 2013!

As part of the Oklahoma Governor's Economic Development Marketing Team, MPOWER staff traveled to Dallas, TX in partnership with the Oklahoma Department of Commerce, and Oklahoma Business Roundtable, who hosted this annual Dallas reception for area site consultants and companies. The event began in 2006 with 40 attendees and has grown to almost 100 guests in attendance. The event primarily targets Dallas area site consultants, commercial real estate professionals and area developers.

Many Dallas area residents and professionals have roots in Oklahoma and maintain close personal ties to the state. A significant number of site selection projects are generated through our Dallas consultant relationships.

This call trip presented an opportunity to meet site consultants and business professionals from several different Texas industries. Before the reception, staff had three different one-on-one business appointments in which we were able to market Oklahoma as the place to do business.

Since making the acquaintance of the attendees, we have had follow up with three of the company representatives, who were most interested in learning more about our community and the state incentives that might be useful to their respective companies.



OKLAHOMA INCENTIVES WE CAN BRAG ABOUT!

QUALITY JOBS TEN-YEAR CASH INCENTIVE

- Targeted to manufacturers and certain service companies that have a new payroll investment of \$2.5 million or more to receive a quarterly cash payment of up to 5% of new taxable payroll
- A lower payroll threshold is available for certain research and development projects as a result of locating in targeted areas.
- The company must pay the average county wage or \$31,297 whichever is lower

INVESTMENT/NEW JOBS TAX CREDIT

- Targeted primarily to manufacturing companies
- Allows a five-year tax credit on the greater of 1% per year of investment in qualified new depreciable property or a credit of \$500 per year per new job
- Doubled in an Enterprise Zone or with an investment of over \$40 million

21st CENTURY QUALITY JOBS

- Targets and promotes high-wage, knowledge-based jobs
- Requires higher wage threshold than Quality Jobs
- Cash back for up to 10% of payroll for up to 10 years if your average wage equals \$101,973 or 300% of the average county wage, whichever is lower

QUALITY JOBS + INVESTMENT TAX CREDITS

- Targeted industries that have a large capital investment of at least \$40 million in addition to creating new jobs that pay higher than average wages equaling \$40,747
- Allows a five-year tax credit on the greater of 2% per year of investment in qualified new depreciable property or credit of \$1,000 per year per new job

PrimeWIN

The PrimeWIN Prime Contractor Incentive is the first of its kind in the U.S.

- Offers federal prime contractors a cash rebate of up to 2% of the Oklahoma workforce loaded labor cost
- Cash incentives paid quarterly for a maximum of up to 10 years by the Oklahoma Tax Commission
- Provides contractors with an easy-to-access conduit to hundreds of pre-certified subcontractors assuring productivity & quality while meeting schedule demands

PROVIDING GRANT INFO

GRANT OPPORTUNITIES PROVIDED TO THE CITY OF MCALESTER

This quarter, MPOWER provided information to the City of McAlester in accordance with our contract. 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. The following is a summary of the potential grants the City of McAlester can pursue.



#1: The Office of Sustainable Communities in the U.S. Environmental Protection Agency's (EPA) Office of Policy offers a grant opportunity to communities that want to develop in ways that protect the environment, use resources efficiently, create economic opportunities, and provide a high quality of life. **The Smart Growth Implementation Assistance (SGIA) program** provides assistance from national experts to help communities explore barriers to smart growth implementation and pilot innovative ideas that create more sustainable communities.



#2: The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) offers a grant to communities who want to plan, implement, and enhance place-based, community-oriented strategies to address neighborhood-level crime issues as a component of or a foundation to a broader neighborhood revitalization or redevelopment initiative. Byrne Criminal Justice Innovation (BCJI) resources will target locations where a significant proportion of crime occurs as compared to the overall jurisdiction. BCJI furthers the Department's mission by leading efforts to enhance the capacity of local and tribal communities to effectively target and address significant crime issues through collaborative cross-sector approaches that help advance broader neighborhood development goals. BJA will make grant awards for up to \$1 million for Category 1 applicants and up to \$600,000 for Category 2 applicants for an initial 15-month project period, with the goal of approving a full 36-month project period once the planning is completed and a revised implementation and/or enhancement strategy and budget is approved.



#3: MetLife Foundation & Local Initiatives Support Corporation offers the The 2013 COMMUNITY-POLICE PARTNERSHIP AWARDS grant. This grant recognizes, sustains, and shares the work of innovative partnerships between community groups and police to promote neighborhood safety and revitalization. Through this awards program, MetLife Foundation and LISC will identify and honor partnerships that exhibit tangible accomplishments in their efforts to advance the process, outcome, and/or evaluation of potent police-community collaborations. Eligible applicants must be member organizations of partnerships that include, but need not be limited to, community organizations and police.



#4: The Scotts Miracle-Gro: GRO1000 Grassroots Grant helps foster the development of gardens and green spaces. Grants of up to \$1,500 are awarded to local communities throughout the country to help bring edible gardens, flower gardens, and public green spaces to more neighborhoods. The focus is on garden and green space beautification projects that incorporate the involvement and engagement of neighborhood residents and foster a sense of community spirit.



BUSINESS RECRUITMENT EFFORTS

This quarter, MPOWER worked on several potential projects for McAlester. We gave several tours to prospective developers and entrepreneurs, and this information remains in the confidential stages. However, we can share the following individual project information with our community.

NEW PROJECTS!

Project XOA

We submitted a proposal to a corporate headquarters medical production facility that needed 27,500 square feet of air-conditioned space—consisting of 15,000 SF of office, 5,000 SF manufacturing space, 5,000 warehouse space, 1,500 Lab space, and 1,200 clean room space. We had two buildings available to submit as potential candidates and await to hear back if McAlester was shortlisted for the project. If the company is interested and selects McAlester, they aim to create up to **95** highly skilled jobs at an average wage of **\$73,000/year**. The total capital investment for the project is \$1M.

FOLLOW UP PROJECTS!

Project Peppermint

This residential healthcare company has been looking at McAlester since November. Unfortunately, the company has withdrawn their proposal after speaking with the McAlester Regional Hospital. We continue to assist this company in hopes of finding a suitable alternative site. This project continues to evolve so details cannot be shared at the date of this report's publishing. The project remains active.

Project Patriot

We first made contact with this defense manufacturer in 2010 and the company expressed interest in the former Simonton Windows building before it was sold to a local company. As the gun control laws continue to make headlines across the United States and create ire for gun companies, MPOWER is following up with our original recruits! We have opened communication up again with this company and sent them the McAlester economic development video—which features information on Choctaw Defense, partnership opportunities with them and MCAAP! We are also working hand-in-hand with the state Department of Commerce on these recruitment efforts since Governor Fallin has seized the opportunity to pay several defense companies a personal visit. Our plans are to attend the NRA show in Houston in May—so we look forward to reporting more on that endeavor!

Project AVA

So what is better than recruiting a company to McAlester? **How about making OKLAHOMA HISTORY and laying the foundation for the growth of an entire industry?** Economic development is much more than solely "recruiting companies." Successful economic development requires a holistic approach that involves laying a foundation for economic development success. With that—MPOWER looks not just at one element (i.e. company recruitment) but others, such as product promotion and product improvement. By constantly trying to improve upon "the product" (i.e. McAlester) we can also identify targeted industries that may be unwittingly overlooked. For example, McAlester once thrived as an agricultural base in our state. Cotton and peanuts were grown here until the late 1960s. Why did it end? To us, the answer to that question is not as important as the answer to this question: Why can't we foster the resurgence of the agricultural industry here in SE Oklahoma again? By enlarge, the population of SE Oklahoma is an agrarian population. Lower educational attainment rates and lower skilled jobs that require less education are synonymous with this geographic section of Oklahoma. MPOWER reported in our last report that staff had applied for an Oklahoma Department of Commerce grant, and that we had been awarded the grant to make application with the US Department of Treasury to establish an American Viticulture Area (AVA). An AVA is simply a formal wine growing region in a state or appellation. If our application is accepted we will have created Oklahoma's very first stand alone AVA!



Above: Historical photo of the cotton that was grown, picked, and compressed in McAlester, Oklahoma.

BUSINESS RECRUITMENT EFFORTS

MPOWER IS MAKING OKLAHOMA HISTORY

This quarter, staff wrote and released a Request for Proposal, to engage in contract services with a viticulture expert who could compile the necessary information into a report that could be submitted to the US Department of Treasury for consideration.

We are pleased to announce that MPOWER has contracted with a very qualified expert out of Texas to help us make the case for **establishing Oklahoma's first AVA**. This consultant has successfully established many AVA's in Texas and have already begun work on our project!



Who Will Benefit From Having An AVA In Southeast Oklahoma?

There are many advantages establishing an American Viticulture Area (AVA), and there are many different beneficiaries involved in having an AVA. Some of these are listed below:

Wine Regions of Texas

1. The farmer (or grape grower) will benefit because the AVA defines the distinguishing features of an area and ties the viticulture product directly to the AVA's geography. The farmer or potential farmer will also have scientifically proven information that is in one report when questions arise about the specific variety of grapes that can be grown and harvested successfully in the AVA.

2. The wineries in the area who use grapes from the AVA will benefit because they can use the AVA to distinguish themselves from other wineries in the state (and outside of the state).



3. The consumer will benefit by knowing where the wine comes from and receiving the education about the area, culture, climate, geography, and other special and unique characteristics that give their wine a special identity.

4. The local educational system will benefit because it will have yet another resource and educational tool to share with potential farmers. The report will have specific and precise information on the types of grapes that are best suited for growth. The report will eliminate all unknowns, establish a clear methodology for grape growing in southeast Oklahoma, and help to educate all interested farmers in what kinds of grapes should be planted and where they will have the best chance for sustainability.

5. The local economic development organization will benefit because this report will be a valuable resource for new business start up opportunity. It will also be a valuable marketing tool for the communities within the AVA. For the economic developer, this information is critical in marketing to potential new business and investment in rural Oklahoma.

6. Residents and elected officials also benefit because they will come to learn more about their area, the AVA's special characteristics, and beyond the educational factors - this knowledge will create a sense of pride and identity for all who live in our state.

7. Tourists and the travel industry in Oklahoma can benefit by having yet another "agritourism" destination to market in Oklahoma. If southeast Oklahoma can successfully establish an AVA, the area can be a stronger magnet for destination travel, which will create more tourism jobs and build off of our natural resources that we have in this portion of the state.

8. The local and state economy will benefit because there will be new agricultural businesses started (beginning with vineyard establishment) once the information is made available and can be marketed. Consequently, there will be an estimated 10 new jobs per acre for each vineyard planted. As vineyards mature and produce, there will be more job creation associated with the harvest and transport to the wineries in need of the grapes. As wineries are able to produce more wine, there will be job growth in this manufacturing process. As wineries expand their facilities, construction jobs will be created and more transportation & warehouse jobs will occur to support product distribution. Finally, as tourism grows, there will be a wave of hotel and accommodation jobs that can also benefit from this job creation.

MPOWER is proud to lead the way in this pursuit and looks forward to keeping you updated on the "fruits of our labor!"



MPOWER ECONOMIC DEVELOPMENT CORP
Profit & Loss
January through March 2013

	Jan - Mar 13
Ordinary Income/Expense	
Income	
Direct Public Support	
Corporate Contributions	500.00
Individ, Business Contributions	0.00
Total Direct Public Support	500.00
Government Support	
Grant Funding	99,999.00
Total Government Support	99,999.00
Indirect Public Support	
City Contributions	47,378.25
Total Indirect Public Support	47,378.25
Investments	
Interest-Savings, Short-term CD	108.76
Total Investments	108.76
Total Income	147,986.01
Gross Profit	147,986.01
Expense	
Facilities and Equipment	
5105 · Copy Machine Maintenance	636.85
5130 · Repairs & Maintenance	20.00
5146 · Equipment	99,999.02
Total Facilities and Equipment	100,655.87
Operations	
5100 · Supplies	158.12
5110 · Office Rent	2,400.00
5115 · Telephone	1,516.05
5205 · Dues & Subscriptions	1,805.00
Total Operations	5,879.17
Other Types of Expenses	
5166 · Bank Service Fees	17.85
5305 · Marketing Materials	4,319.17
5310 · Business Promo & Specials	419.03
5325 · Website	197.55
5425 · Existing Industry-PR	422.89
5430 · Lead & Prospect	
Meals	260.86
5430 · Lead & Prospect - Other	235.28
Total 5430 · Lead & Prospect	496.14
Total Other Types of Expenses	5,872.63
Staffing Expenses	
5000 · Salary & Wage Expense	26,250.00
5005 · Payroll Taxes	4,085.14
5010 · Auto Allowance	1,500.00
5015 · Retirement Expense	1,125.00
5025 · Health Insurance	1,717.80
Total Staffing Expenses	34,677.94
Travel and Meetings	
5165 · Travel	
Lodging	983.14
Mileage	384.20
Total 5165 · Travel	1,367.34
5175 · Meals	
In State	243.96
Out of State	26.01

MPOWER ECONOMIC DEVELOPMENT CORP
Profit & Loss
January through March 2013

	<u>Jan - Mar 13</u>
Total 5175 • Meals	<u>269.97</u>
Total Travel and Meetings	1,637.31
5185 • In State Travel	
Mileage	531.10
Tolls	<u>12.00</u>
Total 5185 • In State Travel	543.10
5200 • Legal & Professional Expenses	
Accounting Expenses	1,568.00
Development Consultation	902.00
Legal Expenses	<u>1,437.42</u>
Total 5200 • Legal & Professional Expenses	<u>3,907.42</u>
Total Expense	<u>153,173.44</u>
Net Ordinary Income	<u>-5,187.43</u>
Net Income	<u><u>-5,187.43</u></u>

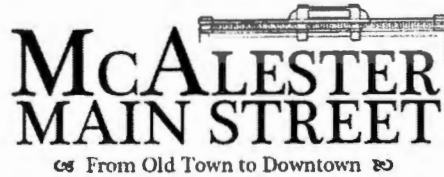
MPOWER ECONOMIC DEVELOPMENT CORP. BUDGET COMPARISON			
	2012/2013 BUDGET	3rd Qtr ACTUAL	YTD
Investments			
2 CDs at First National Bank	\$39,000.00	40,209.81	40,209.81
Total Investments	\$39,000.00	\$ 40,209.81	\$ 40,209.81
Revenue			
City Contributions	\$234,513.00	47,378.25	160,481.41
Interest Income	\$0.00	108.76	311.28
Grant Funding	TBD	99,999.00	99,999.00
Fundraising	TBD		
Donations/Direct Private Support	TBD	500.00	2,600.00
Total Revenue	\$234,513.00	\$ 147,986.01	\$ 263,391.69
Expenses			
Staffing			
Salary/Wages			
Executive Director	\$75,000.00	18,750.00	56,250.00
Executive Director Auto Allowance	\$6,000.00	1,500.00	4,500.00
Executive Director Retirement	\$4,500.00	1,125.00	3,375.00
Business Retention & Expansion Manager	\$30,000.00	7,500.00	9,750.00
Admin Assistant	\$16,640.00		2,795.23
Salary/Wages Total	\$132,140.00	\$ 28,875.00	\$ 76,670.23
Payroll Taxes			
Executive Director	\$6,830.00	2,909.36	5,778.08
Business Retention & Expansion Manager	\$3,388.00	1,175.78	1,487.41
Admin Assistant	\$2,228.00		383.68
Payroll Taxes Total	\$12,446.00	\$ 4,085.14	\$ 7,649.17
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	1,717.80	4,797.79
Health Insurance Total	\$20,088.00	\$ 1,717.80	\$ 4,797.79
Staffing Total	\$166,603.00	\$ 34,677.94	\$ 90,109.19
Operations			
Office Rent	\$9,600.00	2,400.00	7,200.00
Bookkeeping Expenses	\$6,000.00	1,568.00	4,706.00
Legal Expenses	\$4,000.00	1,437.42	1,937.42
Auditor Expenses	\$5,000.00		
Development Consultion		902.00	902.00
Office Supplies & Equipment	\$3,000.00	100,157.14	101,626.08
Copy Machine & Printing	\$3,000.00	636.85	2,132.08
Repairs & Maintenance	\$500.00	20.00	319.27
Office Phone/Cell/Internet Package	\$2,500.00	1,516.05	2,908.53
Web Hosting	\$740.00	197.55	453.95
Postage - General	\$100.00		72.00
Contingency - Bank Service/Late Fees	\$100.00	17.85	47.60
Insurance - General Liability for Board	\$325.00		
Operations Total	\$34,865.00	\$ 108,852.86	\$ 122,304.93
Economic Development Activities			
Travel for Trade Shows, Conferences, Call Trips	\$15,000.00	1,393.35	6,884.21
Prospect Meals	\$500.00	260.86	260.86
Prospect Lodging	\$300.00		
Prospect Other	\$200.00	235.28	235.28
In-state Travel	\$2,340.00	787.06	1,268.37
Economic Development Activities Total	\$18,340.00	\$ 2,676.55	\$ 8,648.72
Other			
Prof Dev/Courses/Training - KTC/REI/ODOC Events	\$500.00		
Membership Dues - OEDC, IEDC, Governor's Team, etc.	\$1,795.00	1,805.00	4,865.00
Promotional Video	\$12,000.00		6,250.00
Existing Industry Awards/Events/Recognizing Volunteers	\$410.00	841.92	1,896.02
Marketing*	\$0.00	4,319.17	5,729.48

Other Total	\$14,705.00	\$ 6,966.09	\$ 18,740.50
Total Expenses	\$234,513.00	\$ 153,173.44	\$ 239,803.34
*Not a budgeted item-Paid for with Donations/Direct Private Support			

MPOWER ECONOMIC DEVELOPMENT CORP. BUDGET COMPARISON

	2012/2013 BUDGET	1st 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	54,474.91	54,474.91
Interest Income	\$0.00	90.04	90.04
Donations/Direct Private Support	TBD	1,500.00	1,500.00
Total Revenue	\$234,513.00	\$ 56,064.95	\$ 56,064.95
Expenses			
Staffing			
Salary/Wages			
Executive Director	\$75,000.00	18,750.00	18,750.00
Executive Director Auto Allowance	\$6,000.00	1,500.00	1,500.00
Executive Director Retirement	\$4,500.00	1,125.00	1,125.00
Business Retention & Expansion Manager	\$30,000.00		
Admin Assistant	\$16,640.00	1,866.23	1,866.23
Salary/Wages Total	\$132,140.00	\$ 23,241.23	\$ 23,241.23
Payroll Taxes			
Executive Director	\$6,830.00	1,434.36	1,434.36
Business Retention & Expansion Manager	\$3,388.00		
Admin Assistant	\$2,228.00	255.02	255.02
Payroll Taxes Total	\$12,446.00	\$ 1,689.38	\$ 1,689.38
Worker's Comp Insurance			
Executive Director	\$1,189.00	600.00	600.00
Business Retention & Expansion Manager	\$476.00	392.00	392.00
Admin Assistant	\$264.00		
Worker's Comp Insurance Total	\$1,929.00	\$ 992.00	\$ 992.00
Health Insurance			
Health Insurance for 2 Full Time Employees	\$20,088.00	1,327.49	1,327.49
Health Insurance Total	\$20,088.00	\$ 1,327.49	\$ 1,327.49
Staffing Total	\$166,603.00	\$ 27,250.10	\$ 27,250.10
Operations			
Office Rent	\$9,600.00	2,400.00	2,400.00
Bookkeeping Expenses	\$6,000.00	2,047.00	2,047.00
Legal Expenses	\$4,000.00		
Auditor Expenses	\$5,000.00		
Office Supplies & Equipment	\$3,000.00	1,091.55	1,091.55
Copy Machine & Printing	\$3,000.00	854.79	854.79
Repairs & Maintenance	\$500.00	214.27	214.27
Office Phone/Cell/Internet Package	\$2,500.00	424.65	424.65
Web Hosting	\$740.00	192.20	192.20
Postage - General	\$100.00	36.00	36.00
Contingency - Bank Service/Late Fees	\$100.00	11.90	11.90
Insurance - General Liability for Board	\$325.00		
Operations Total	\$34,865.00	\$ 7,272.36	\$ 7,272.36
Economic Development Activities			
Travel for Trade Shows, Conferences, Call Trips	\$15,000.00	2,047.68	2,047.68
Prospect Meals	\$500.00		
Prospect Lodging	\$300.00		
Prospect Other	\$200.00		
In-state Travel	\$2,340.00	531.45	531.45
Economic Development Activities Total	\$18,340.00	\$ 2,579.13	\$ 2,579.13
Other			
Prof Dev/Courses/Training - KTC/REI/ODOC Events	\$500.00		
Membership Dues - OEDC, IEDC, Governor's Team, etc.	\$1,795.00	1,610.00	1,610.00
Promotional Video	\$12,000.00		
Existing Industry Awards/Events/Recognizing Volunteers	\$410.00	486.03	486.03
Marketing*	\$0.00	1,375.00	1,375.00
Other Total	\$14,705.00	\$ 3,471.03	\$ 3,471.03
Total Expenses	\$234,513.00	\$ 40,572.62	\$ 40,572.62

* Not a budgeted item-Paid for with Donations/Direct Private Support



McAlester Main Street
Quarterly Report
Fiscal Year 2012-2013, Quarter Three

- Nicole Stufflebean of BancFirst joined the board. Eddie Gray resigned and was replaced by Debra Chase of PB Liquor.
- Linda Barnett, state director, conducted new board member training.
- Jeremy Zeller and Tracey Cox of the Oklahoma Main Street Center conducted on-site consultations for four member businesses.
- Old Town is home to freshly painted flower pots.
- The benches and hydrants downtown have been painted. Painting the decorative streetlights was delayed by rain, but the painting will be completed.
- McAlester Main Street thanks its volunteers for 222 volunteer hours in the third quarter.
- The Chili's Give Back Night and the change drive yielded \$396.
- Plans for CultureFest are underway. Main Street is responsible for sponsorship and promotion.
- Old Town Association began plans for the Wild West Festival. The festival will again include the Wild Color Stampede, a joint fundraising effort of Old Town Association and McAlester Main Street.
- **Please find our progress regarding our City-approved objectives on the next page:**

Objectives & Tactics

Fiscal Year 2012-2013

Organization

Revise the structure of business memberships to include tiers, and establish a single annual renewal date by January 15. ☒

The revised by-laws were included in our second quarter report.

Plan an individual membership program and drive by January 31. ☒

Friends of Main Street was launched in February and continues to grow.

Execute a membership and sponsorship drive to generate \$6,500 by March 31 ☒ and an additional \$6,500 by June 30. ☐

We met our March 31 goal and are on target to meet our June 30 goal.

Plan and execute fundraisers to generate \$5,500 by December 31, \$800 by March 31 ☒ and an additional \$800 by June 30. ☒

We have surpassed our fundraising goal for the fiscal year.

Promotion

Launch a new website by December 31. ☒

The new website, www.mcalestermainstreet.com, was launched on December 31.

Complete a survey of businesses and consumers by January 31. ☒

Surveys were completed in January, and results were provided to City Council at the February 12 regular meeting.

Generate a formal communication plan by January 31. ☒

The plan was completed in January and provided to City Council at the February 12 regular meeting.

Design

Resume streetscape meetings by January 31. ☒

Streetscape meetings resumed on January 24th. Completed grant applications for a master streetscape plan will be reviewed by the streetscape committee on May 23 for submission.

Install at least \$5,000 of streetscape improvements and finalize plans for more by June 30. ☐

Plants and further improvements are being installed in the fourth quarter.

Economic Restructuring

Generate an action-ready plan for a retail incubator by June 30. ☐

The retail incubator committee will finish its research in May and compile its plan in June.

Main Street McAlester
Budget to Actual
Quarter Ending 12-31-12
Numbers of Months included

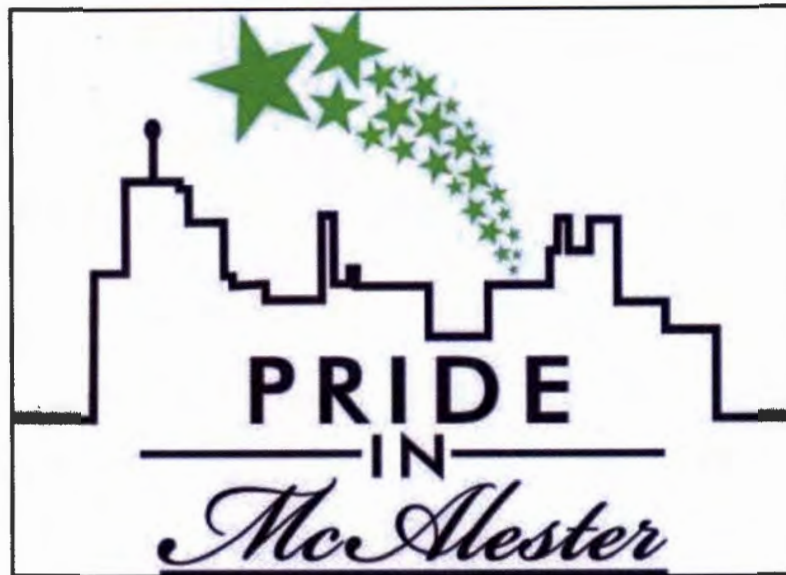
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	Annual Budget		YTD Budget	YTD Actual		Difference
Revenue						
City of McAlester	\$28,000.00	44.68%	\$21,000.00	\$16,266.64	40.18%	(\$4,733.36) *
Membership	\$13,000.00	20.74%	\$9,750.00	\$6,655.87	16.44%	(\$3,094.13) *
Fund Raising	\$7,162.00	11.43%	\$5,371.50	\$7,432.14	18.36%	\$2,060.64
Like Kind (rent & accounting)	\$14,504.00	23.14%	\$10,878.00	\$10,125.00	25.01%	
Total Revenue	\$62,666.00		\$46,999.50	\$40,486.17		(\$6,513.33)
Salary and Wages						
Base Salary	\$25,000.00		\$18,750.00	\$11,525.05		\$7,224.95
Taxes	\$1,912.00		\$1,434.00	\$953.80		\$480.20
Insurance	\$6,000.00		\$4,500.00	\$0.00		\$4,500.00
Total	\$32,912.00		\$24,684.00	\$12,478.85		
Office Expenses						
Rent (like kind)	\$8,000.00		\$6,000.00	\$5,247.00		
Utilities (included in rent)	\$0.00		\$0.00	\$0.00		
Equipment	\$500.00		\$375.00	\$0.00		\$375.00
Office Supplies	\$600.00		\$450.00	\$284.35		\$165.65
Telephone / Internet/ web host / cell	\$1,965.00		\$1,473.75	\$502.29		\$971.46
Car Allowance	\$1,800.00		\$1,350.00	\$400.00		\$950.00
Contingency	\$400.00		\$300.00	\$0.00		\$300.00
Accounting Services (like kind)	\$6,504.00		\$4,878.00	\$4,878.00		
Total	\$19,769.00		\$14,826.75	\$11,311.64		
Professional Development						
Conference / Travel	\$3,850.00		\$2,887.50	\$2,037.59		\$849.91
Training Materials	\$100.00		\$75.00	\$0.00		\$75.00
Total	\$3,950.00		\$2,962.50	\$2,037.59		
Other Expenses						
Printing & Publications	\$200.00		\$150.00	\$0.00		\$150.00
Promotion & Advertising	\$200.00		\$150.00	\$99.00		\$51.00
Postage	\$300.00		\$225.00	\$0.00		\$225.00
Choctaw Parking Lot (Farmers' Market)	\$500.00		\$375.00	\$0.00		\$375.00
Other Expenses	\$400.00		\$300.00	\$164.71		\$135.29
Total	\$1,600.00		\$1,200.00	\$263.71		
Committee Expenses						
Executive Committee	\$200.00		\$150.00	\$0.00		\$150.00
Fundraising/Membership	\$200.00		\$150.00	\$0.00		\$150.00
Promotion	\$3,000.00		\$2,250.00	\$19.80		\$2,230.20
Design	\$200.00		\$150.00	\$2,103.82		(\$1,953.82)
Economic Restructuring	\$835.00		\$626.25	\$0.00		\$626.25
Total	\$4,435.00		\$3,326.25	\$2,123.62		
Total Expenses	\$62,666.00		\$46,999.50	\$28,215.41		\$18,784.09 *

* The difference in City revenue reflects the \$4,500.00 returned to the City for a master streetscape plan.

* \$6,655.87 in membership revenue was raised in the third quarter; \$6,344.13 is anticipated in the fourth quarter.

* The difference in budget and expenses will be substantially reduced in the fourth quarter, due in part to the use of remaining streetscape funds.



Pride In McAlester
Third Quarter Report
January—March
FY 2012-2013

Board of Directors:

Justin Few, President
Mel Priddy, Vice President
Carol Bishop, Treasurer
Cara Dorrell, Secretary
Margaret Fields
David Beall
Gwen Titsworth

Staff:

Stephanie Giacomo, Executive Director
Krystal Baker, Project Assistant

Membership:

20 Individual Members
14 Family Memberships
11 Lifetime Memberships
4 Non-Profit Members
11 Business Members

PIM Board Meetings

Pride In McAlester Board of Director Meetings are held on the first Thursday of every month at 12:00 pm at the PIM Office located at 1 E. Choctaw, Suite 525 in McAlester. Regular meetings were held on January 4th, February 7th, and March 7th. The executive committee was elected at the regular meeting in January.

PIM Membership Meetings

Pride In McAlester Membership Meetings are held on the second Thursday of every month at 6:00pm in Room 110 of the McAlester Campus of Eastern Oklahoma State College. Meetings were held on January 4th and March 14th. No meeting occurred in February due to the Volunteer Recognition Banquet. An average of sixteen citizens attended the two meetings during the third quarter.

Volunteerism

PIM held four Community Volunteer Days during the third quarter of 2012-2013: January 12th at the McAlester Recycling Center; February 16th in Old Town; and March 9th & 23rd in Downtown McAlester.

Fifty-five combined volunteers spent 141 hours working in the community from January 1 to March 31.

New Part-time Assistant Hired

Pride in McAlester recently welcomed our new Project Assistant, Krystal Baker. Krystal has a background in Mass Communications and Journalism, and also works at McAlester Public Library as the children's librarian aide. Krystal's work with PIM includes office administration, project planning , and education development.

PIM Financial Statement

Revenue	1 st & 2nd Quarter Actual	3rd Quarter Actual	YTD Actual	Annual Budget
Donations	\$ 3,173.28	\$ 1,444.87	\$ 4,618.15	\$ 5,000.00
Fundraiser	\$ 25,167.87	\$ 9,018.70	\$ 34,186.57	\$ 37,000.00
Grants	\$ 1,075.00	\$ 1,700.00	\$ 2,775.00	\$ 1,000.00
McAlester City Contract	\$ 29,600.00	\$ 15,000.00	\$ 44,600.00	\$ 60,000.00
Membership	\$ 100.00	\$ 2,215.00	\$ 2,315.00	\$ 1,200.00
Total Revenue	\$ 59,116.15	\$ 29,378.57	\$ 88,494.72	\$ 104,200.00

Operating Expenses

Advertising and Printing	\$ 1,181.19	\$ 937.31	\$ 2,118.50	\$ 2,500.00
Awards and Events	\$ 1,058.12	\$ 2,262.48	\$ 3,320.60	\$ 2,000.00
Discretionary Expenses*	\$ 2,041.52	\$ 4,439.45	\$ 6,480.97	\$ 2,200.00
Fundraiser	\$ 6,361.90	\$ 2,967.57	\$ 9,329.47	\$ 16,000.00
Insurance	\$ 1,406.85	\$ 0.00	\$ 1,406.85	\$ 2,500.00
Office Expense Rent	\$ 2,810.83	\$ 1,200.00	\$ 4,010.83	\$ 5,000.00
Office Supplies	\$ 1,042.78	\$ 1,146.10	\$ 2,188.88	\$ 3,000.00
Postage	\$ 0.00	\$ 92.00	\$ 92.00	\$ 400.00
Professional Dues	\$ 140.00	\$ 125.00	\$ 265.00	\$ 500.00
Salary and Payroll WC Taxes	\$ 20,916.37	\$ 10,307.49	\$ 31,223.86	\$ 40,000.00
Telephone and Internet	\$ 1,047.05	\$ 519.75	\$ 1,566.80	\$ 2,000.00
Travel Expense	\$ 1,699.62	\$ 502.12	\$ 2,201.74	\$ 2,000.00
Utilities	\$ 1,990.75	\$ 1,272.33	\$ 3,263.08	\$ 2,700.00
Vehicle Expenses	\$ 2,165.93	\$ 1,250.85	\$ 3,416.78	\$ 1,500.00
Waste Removal and Trans	\$ 2,882.80	\$ 0.00	\$ 2,882.80	\$ 21,000.00
High School Auxiliary Budget	\$ 58.75	\$ 0.00	\$ 58.75	\$ 500.00
Total Expenses	\$ 46,804.46	\$ 27,022.45	\$ 73,826.91	\$ 103,800

Net Income	\$ 12,311.69	\$ 2,356.12	\$ 14,667.81	\$ 400.00
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* Discretionary expenses include supplies for community volunteer days, beautification, and community events.



PIM Flea Market

From January 1, 2013, to March 31, 2013, fourteen non-duplicated PIM Volunteers contributed 1,994 hours to the Flea Market. 145 donation pickups were conducted and six cardboard recycling trips were completed by Flea Market Volunteers. More than 200 citizens donated goods to be resold. PIM discontinued the employment of the contract employee to conduct pickups. Several repairs and improvements were made to the facility to increase safety and customer experience.



Social Media

Pride In McAlester continued to manage the Pride In McAlester, OKLA Theater, and McAlester Recycling Center Facebook pages for social media outreach. Number of "Likes" as of March 29, 2013:

Pride In McAlester: 500

McAlester's OKLA Theater: 2,393

McAlester Recycling Center: 212



Print Media

Regular advertising, articles, and press releases were sent to local newspapers, including the *McAlester News-Capital* and the *Bargain Journal*. From January to March 2013, approximately sixteen articles in the *McAlester News-Capital* and nine editions of the *Oklahoma Bargain Journal* included information concerning Pride In McAlester.

McAlester Radio

Executive Director Stephanie Giacomo continued radio shows as the guest of Megan Waters on KNED AM 1150 on January 2nd, February 6th, and March 6th.



Websites

Online web pages were maintained and updated for Pride In McAlester and the OKLA Theater.

www.prideinmcalester.com

www.oklatheater.com

Monthly PIM Newsletters

Pride In McAlester publishes a monthly e-mail newsletter to keep members and supporters up-to-date on activities within the organization. Newsletters were sent on January 31st, February 27th, and March 29th. The Newsletter mailing list as of March 31, 2013 consisted of 199 email addresses.

Community Volunteer Days



On January 12th, eleven PIM volunteers spent thirty-three combined hours helping sort recyclables at the McAlester Recycling Center following the Holiday Recycling Drive. Due to holidays, snow days, rain, and a broken cardboard bailer, the recyclable materials piled high during the weeks following Christmas. With additional staff brought in by Kibois Community Action and help from PIM Volunteers, the center is now clean and operating at normal levels. Although it isn't always pretty, PIM is proud to see the community's response and dedication to recycling in our city!





Pride In McAlester (PIM) teamed up with McAlester Main Street and the Old Town Association on Saturday, February 16th to repaint flower pots in the Historic Old Town District of McAlester. Twenty-two volunteers contributed sixty-six hours to the painting. The flower pots were painted a bright green and they look great, adding even more charm to this Main Street District!




COMMUNITY VOLUNTEER DAY



McALESTER
MAIN STREET
40 Years Old Town to Discover

Old Town Association



SATURDAY
FEB. 16
9 AM



Volunteers will be meet in front of the Whistle-Stop Bistro at 9am.

COME HELP BEAUTIFY McALESTER!

We will be painting flower pots in
McAlester's historic Old Town district and
assisting with other decorative features.





March hosted two Community Volunteer Days, due to poor weather conditions. Volunteers from Pride In McAlester, McAlester Main Street, and Jackie Brannon Correctional Facility teamed up to paint and pick up litter in the Downtown McAlester area. In total, twenty-two volunteers spent forty-one hours painting light poles, benches and fire hydrants and removed litter along Choctaw Avenue. Nine light poles and eighteen benches were repainted black. Thirteen fire hydrants were covered with paint colors specified by City codes.





Community Volunteer Day



Saturday
March 23rd
9 am

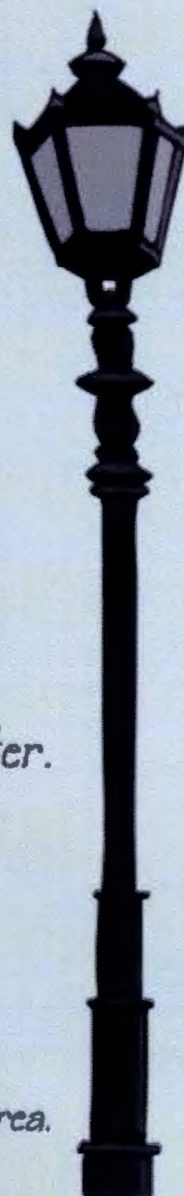
"Paint It Black"

Volunteers will meet in front of the OKLA Theater.

(Don't forget to wear your paint clothes.)

Come help beautify McAlester!

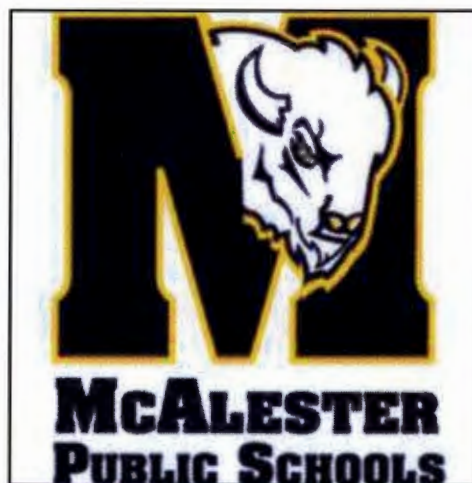
We will be painting light poles and benches in the downtown area.



High School Auxiliary



The Pride In McAlester High School Auxiliary worked together to plan projects for the remainder of the 2012-2013 school year to include beautification and recycling education in McAlester Public Schools. The students involved in the auxiliary conducted a litter pickup on February 2nd and another on March 2nd.



J.J. McAlester Statue



Pride In McAlester worked with chainsaw artist Clayton Coss and the owners of the historic J.J. McAlester home to create a statue of the city founder. After a tree in front of the historic home died last summer, the property owners and PIM worked together on a "Scenic, Open Space, Preservation and Conservation Easement." This agreement allows PIM to control the statue and ensures enjoyment of the statue for visitors as long as the art remains in its current location. This beautiful piece of art demonstrates the history, culture, and pride of McAlester!



Image of tree before statue creation.

Arbor Week Planting

The McAlester Tree Board partnered with Pride In McAlester, the City of McAlester and McAlester Public Schools to plant trees at the McAlester High School on March 14. Twelve trees were able to be planted around McAlester thanks to funding from Public Service Company of Oklahoma. Due to budget constraints of the City of McAlester, no City funds were able to be dedicated to tree planting this year, so PIM and PSO dedicated trees they had slated for planting to the City and Tree Board. Vice Mayor Sam Mason read from a proclamation issued by Mayor Steve Harrison who was unable to attend the tree planting. Sabre Tate of the McAlester Tree Board spoke about the importance of trees in our community and recognized partners that were present during the ceremony. Vice Mayor Mason then conveyed his respect to Tate and described her as the most dedicated member of any board in McAlester. High school students from the Service Learning Course and biology classes came out to assist in the planting, and City of McAlester Gardener Robbie Patton spoke to the pupils about how to properly plant and care for trees. Following the discussions and acknowledgements, students completed the tree planting by filling in the ground surrounding the tree and helping build a berm to retain water.



Community Dog Park Project

Plans are in motion for a dog park to be established in McAlester!

At the McAlester School Board Meeting on February 11th, a lease with the City of McAlester was approved for use of land owned by McAlester Public Schools as a dog park. On March 12th, the same lease was approved and accepted by the McAlester City Council. On March 21st a meeting was held at the J.I. Stipe Center in conjunction with the Community Services Division of the City of McAlester. Design, fundraising, and rule committees are now being developed to help complete the project. The Dog Park will help further improve McAlester and give residents a charming place to spend an afternoon with a pet.



Community Meeting

to discuss plans for a dog park.

March 21st

5:30 p.m.

J.I. Stipe Recreation Center

801 N. 9th

**Fundraising
Design
Rules**

Light refreshments

Sign up sheets for committees

Discussion about a "Name That Dog Park" Contest



For further information,

contact Mel Priddy at (918) 421-4914.



Volunteer Appreciation Banquet



Pride In McAlester hosted its 4th Annual Volunteer Appreciation Banquet on February 21. Guests enjoyed a silent auction, which consisted of donations of products and services from local businesses and citizens, and a dinner at the Whistle-Stop Bistro. Justin Few, President of the Board of Directors, spoke about PIM's accomplishments and awarded dedicated volunteers and supporters. The Volunteer of the Year award was given to Brenda Russell, who dedicates time each week and volunteers throughout the year; The Outstanding Student was given to Makenna Smith, who is a leader of the PIM High School Auxiliary. The Pride In McAlester Spirit Award was given to the City of McAlester for their continuous efforts to beautify the city, encourage recycling in city offices and take active steps to reduce energy consumption. McAlester Public Schools received the Community Partner of the Year award for their involvement with Pride In McAlester. MPS works with PIM, assisting with painting and planting projects at various schools.



Other Sponsors Included:

Wild Herb Natural Skin
Care

Studio 23

Justin & Lori Few

Brenda & Ernie Russell

Weddle Signs

Judy Boswell, Deborah
Martin Realty

Lovera's Italian Market

Choctaw Nation Going
Green



Graffiti Grant Program



Graffiti Grant

Pride In McAlester is a nonprofit organization dedicated to the beautification and enhancement of McAlester. In keeping with our mission, we desire to help business and property owners fight graffiti-related vandalism in our city.

Guidelines

Pride In McAlester will reimburse paint expenses to citizens of McAlester who paint over acts of graffiti vandalism on commercial and private property.

Property owner is responsible for labor, supplies, and equipment necessary to apply the paint to the graffiti affected surface.

Amount of paint reimbursed will be determined by a Pride In McAlester representative. All applications for reimbursement must be approved in advance and payment will not be made until after the painting is completed.

Property must be located within McAlester City Limits.

Definitions

Graffiti: Markings, initials, slogans, or drawings, written or spray-painted on the exterior surface of a structure.

Vandalism: Action involving deliberate destruction of or damage to public or private property.

Contact

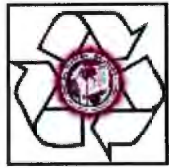
For more information about the Pride In McAlester Graffiti Grant, call 918-426-4444 or email pim@prideinmcAlester.com.

1 E. CHOCTAW AVE. SUITE 525 • P.O. BOX 583 • MCALESTER, OK 74502
918-426-4444

[PIM@PRIDEINMCALESTER.COM](mailto:pim@prideinmcAlester.com)

WWW.PRIDEINMCALESTER.COM

WWW.FACEBOOK.COM/PRIDEINMCALESTER



McAlester Recycling Center



Pride In McAlester continued to educate the McAlester citizens about the various recycling options in the community. Support was also given to the City of McAlester and Kibbois Community Action in operating the McAlester Recycling Center and participating in talks about the future of recycling in McAlester. Several meetings were held to look into the feasibility of starting curbside recycling in McAlester.

Community Recycling

Pride In McAlester offers community recycling during both private and public events in McAlester. During the third quarter of 2012-2013, PIM provided recycling bins, materials collection, and delivery of recyclables to McAlester Recycling Center during the McAlester Eastern Oklahoma State College Night on March 28th.



Complementary Cardboard Recycling



For new residents of McAlester, or citizens who have recently moved, Pride In McAlester offers a cardboard pickup at no cost. The cardboard collected is recycled through the McAlester Recycling Center. From January 2013 to March 2013, six cardboard recycling pickups were conducted.

Cooking Oil Recycling

Pride In McAlester continued to offer free cooking oil recycling at the PIM Flea Market.



Pride In McAlester Is A Troy-Bilt Essay Winner

Pride In McAlester is one of eight winners of a recent Keep Oklahoma Beautiful™ essay contest. The contest gave Great American Cleanup participants a platform to explain how the lawn care equipment would benefit their projects and communities. TROY-BILT®, a national sponsor of the Great American Cleanup™ (GAC), donated eight pieces of lawn equipment to Keep Oklahoma Beautiful for use during the GAC in Oklahoma for the second consecutive year. The winners, who were selected from statewide entries, all receive either a backpack leaf blower or a string trimmer. PIM received a string trimmer to assist in beautification and cleanup activities.



New Cleanup Partnerships

Pride In McAlester will begin working with Neighbors Building Neighborhoods for additional support in events involving Prescription Drug Disposal.



Additionally, the McAlester Young Professionals chose the PIM Spring Cleanup as one of their community service projects to encourage member participation.





By March 31, 2012, \$14,600 in donations and commitments from The Bank N.A., First National Bank and Trust Co. of McAlester, The Walton Foundation, The Ardeneum of Oklahoma, Pride In McAlester, BancFirst, The Chamber of Commerce, and private donors have been secured towards matching funds for OKLA Brownfields Grant.

From January 1 to March 31, the OKLA Steering Committee met two times and eight messages were displayed on the OKLA Marquee.

Community Events and Partnerships



McAlester CultureFest - Partnership with McAlester Arts and Humanities, McAlester Area Chamber of Commerce, and McAlester Main Street. Three meetings were held during the third quarter.

Pride In McAlester supported McAlester Main Street through participation in Streetscape Planning, three volunteer day partnerships, and other community project.



During the third quarter of 2012-2013, PIM staff and members continued to attend and participate in Chamber of Commerce and McAlester Young Professionals events and programs.



Community Presentations

The Executive Director presented to Casual Gourmet on March 19th with approximately fifteen people in attendance.

Awards and Recognition

Executive Director Stephanie Giacomo was awarded as Young Professional of the Year from the McAlester Area Chamber of Commerce and Agriculture during their annual banquet on February 28th.

Professional Development and Conferences

The Executive Director attended the National Brownfield Association's Building Sustainable Communities Workshop on January 10th in Oklahoma City and the Oklahoma Center for Non-Profit's Board Best Practices workshop on March 1st at Kiamichi Technology Center in McAlester.

DIVISION ORDER**Internal Use Only**

100W132143-71

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

Date: **April 01, 2013**Analyst Initials: **CSLO**Property Number: **132143**Effective Date: **FIRST SALES**Property Name: **JERNIGEN 01-08H05**Product: **ALL**Operator: **XTO ENERGY INC.**County & State: **PITTSBURG COUNTY, OK**Property Description: **SEC 5-TWN 6N-RNG 14E, PITTSBURG, OK. 637.84 ACRES MORE OR LESS****RECEIVED ON****APR 08 2013**

IN CITY CLERK'S OFFICE

Owner Name and address: **CITY OF MCALESTER, OKLAHOMA**
PO BOX 578
MCALESTER, OK 745020000

OWNER NUMBER: **151176**

Type of Interest: **ROYALTY**
 Decimal Interest: **0.036868570**

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 *****

INSTRUCTIONS FOR EXECUTION OF TRANSFER/DIVISION ORDERS

READ CAREFULLY BEFORE SIGNING THE INSTRUMENT

The Transfer/Division Order should not be altered in any way unless accompanied by documentary evidence to support the change(s). Please do not detach any exhibits or pages from the Transfer/Division Order.

Examine for correct spelling and net revenue interest. If your name and interest are correctly shown:

1. Sign your name exactly as shown. If your name has changed, please alter the Transfer/Division Order and attach the pertinent change of name document, i.e., marriage certificate, divorce decree, etc.
2. Corporate execution requires the signature of an officer of the corporation with the officer's title reflected.
3. Partnership execution requires the signature of a duly authorized party, i.e., general partner, managing partner, etc. Evidence of signatory parties' authority to execute must be furnished.
4. If signed by an agent, attorney-in-fact, or anyone other than the title owner, evidence of authority must be provided, i.e. power of attorney documents, guardianship documents, etc.
5. For joint tenants, both parties must sign. For life estates, the life tenant and all remaindermen must sign.
6. Reflect your correct social security or tax identification number (T.I.N.) where indicated. If already shown, check for correctness.
7. Check your mailing address shown and indicate any corrections.
8. Sign both copies of the Transfer or Division Order. Return one (stamped "Sign & Return") to this office, retaining the other (stamped "Your Copy") for your records.

Return one copy to:

**XTO Energy Inc.
810 Houston Street
Fort Worth, Texas 76102-6298**

Please contact our Division Order Department at 866-886-2613 if you have any questions.

IMPORTANT: Failure to furnish your Social Security/Tax Identification Number will result in 28 percent (28%) withholding tax in accordance with Federal Law, and any tax withheld will not be refundable by Payor.

P.O. Box 578
McAlester, OK 74502
918-423-9300 ext. 4956
918-421-4971 Fax #

City of McAlester

Fax

To: Bill Ervin

From: Cora Middleton, City Clerk

Fax: 918-423-4243

Pages: 3

Phone: 918-423-4242

Date: 04/12/2013

Re: XTO Division Order

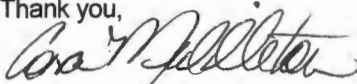
CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Dear Mr. Ervin,

Please find following copies of the Division Order that I received in the mail on Monday of this week. Please review as we would like to place it on the Consent Agenda for the Council meeting on April 23, 2013.

Thank you,



Cora Middleton, CMC
City Clerk

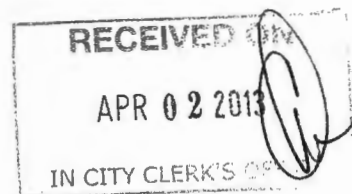


Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

March 28, 2013

Ms. Cora Middleton
City of McAlester
PO Box 578
McAlester, OK 74502-0578



RE: Member : City of McAlester
 Claimant : Patricia Hessdorfer
 Date of Loss : 1-21-13
 Claim No. : 33302-ME

Dear Ms. Middleton:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of McAlester that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 4-28-13, you must deny this claim in writing before 4-28-13. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Mary Ellis, CPCU
Senior Claims Examiner



Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

March 28, 2013

Mr. and Mrs. Dennis Hessdorfer
PO Box 1316
McAlester, OK 74502



RE: Member : City of McAlester
 Claimant : Patricia Hessdorfer (2505 Mallard Lane)
 Date of Loss : 1-21-13
 Claim No. : 33302-ME

Dear Mr. and Mrs. Hessdorfer:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of McAlester, I am recommending denial of this claim and find no liability on the City's part. Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sanitary sewer overflow. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no knowledge of this sewer problem prior to the sewer backup at 2503 and 2505 Mallard Lane, McAlester, Oklahoma.

Therefore, we have determined that the City of McAlester was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of McAlester.

Sincerely,

Mary Ellis, CPCU
Senior Claims Examiner

cc: City of McAlester ✓



Oklahoma Municipal Assurance Group

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

February 7, 2013

Patricia Hessdorfer
PO Box 1316
McAlester, OK 74502

Re:	Member	:	City of McAlester
	Claimant	:	Patricia Hessdorfer
	Date of Loss	:	1/21/13
	Claim Number	:	33302-ME

Dear Ms. Hessdorfer:

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Mary Ellis, CPCU
Sr. Claims Examiner

ME/mb

cc: City of McAlester

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

RECEIVED ON

JAN 28 2013

IN CITY CLERK'S OFFICE

PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply. (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) PATRIKIA HESSDORFER

CLAIMANT(S) SOCIAL SECURITY NO

ADDRESS 2505 MALLARD LANE

CLAIMANT(S) DATE OF BIRTH

McALESTER, OK 74502

PHONE: HOME

BUS.

Continue on another sheet if needed for any information requested)

- DATE AND TIME OF INCIDENT 1-21-13 11:30 a.m.
- LOCATION OF INCIDENT 2505 MALLARD LANE, McALESTER, OK
- DESCRIBE INCIDENT See attachment

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ☐ NO ☒ If yes, complete this section

Describe injury

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ☐ NO ☐ If so, please give name, address and

phone number of company

NAME OF DOCTOR OR HOSPITAL

ALL MEDICAL BILLS (attach Copies) \$

LIST OTHER DAMAGES CLAIMED \$

TOTAL BODILY INJURY. \$

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME

BODY TYPE

YEAR

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS

PROPERTY DAMAGE (Attach repair bills or two estimates) \$

LIST OTHER DAMAGES CLAIMED \$

TOTAL PROPERTY \$

5. NAME OF YOUR INSURANCE CO. POLICY NO. AMOUNT CLAIMED AMOUNT RECEIVED

6. The names of any witnesses known to you.

Name

Address

Phone Number

Name

Address

Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM \$ UNKNOWN

SIGNATURE(S)

DATE

On the morning of January 21, 2013, I awoke about 6:30 a.m. Went into the bathroom and started to brush my teeth. Looked down and saw water accumulating all over the floor. Went to the hall bath and the same thing was happening including water coming into the bathtub. I turned off the water to both commodes but that didn't help. I immediately called several plumbing companies and was able to contact Jimmie Horton Plumbing. Since it was an emergency, he sent over personnel to see what the problem was and told me that the City sewer was backing up into my house. I later in the morning contacted the police department (since it was a holiday and I was unable to contact City offices) and they sent someone out. These workers talked to Horton Plumbing employees and told them they would go clean out the sewer on their end. In order to stop the flow of water and sewage into my house, they cut my sewer line and dug up around the cleanout.

Both my bathrooms were flooded standing in water and it progressed into the hallway and 3 of the bedrooms along with a walk-in closet that is next to bathrooms. I had to call professional carpet/flood restoration company to come in and do cleanup.

Next day, I contacted City Hall and spoke to Karla Crittenden who relayed message to proper personnel. My neighbors house also flooded.

Safety Officer, Shawn Smith, was by
our house on two different
occasions to take pictures.
(1/24/13 and 1/25/13.

Pat Hessler

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Cora Middleton
(Title) City Clerk, on Jan. 28, 2013

For further information on this claim contact Shawn Smith
(Title) Safety / Risk Mgmt., by telephone at (918) 423-9300 ext. 4934

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Completed Tort Claim Notice, Statement from Utility Maintenance employee, Statement from Safety / Risk Mgmt.

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.	<u>Boyer Lane</u>	<u>Utilities Maintenance</u>	<u>(918) 423-9300 ext. 4956</u>
2.			
3.			
4.			

Submitted by: Cora Middleton Date Feb. 6, 2013

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
4130 N. Lincoln Blvd
Oklahoma City, OK 73105-5209
Fax (405) 525-0009

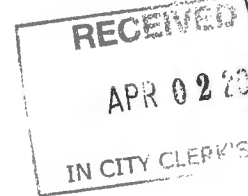


Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

March 28, 2013

Ms. Cora Middleton
City of McAlester
PO Box 578
McAlester, OK 74502-0578



RE: Member : City of McAlester
 Claimant : Delores Williams
 Date of Loss : 1-21-13
 Claim No. : 33297-ME

Dear Ms. Middleton:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of McAlester that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 4-28-13, you must deny this claim in writing before 4-28-13. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Mary Ellis, CPCU
Senior Claims Examiner



Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

March 28, 2013

Ms. Delores Williams
2503 Mallard Lane
McAlester, OK 74501



RE: Member : City of McAlester
 Claimant : Delores Williams
 Date of Loss : 1-21-13
 Claim No. : 33297-ME

Dear Ms. Williams:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of McAlester, I am recommending denial of this claim and find no liability on the City's part. Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sanitary sewer overflow. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no knowledge of this sewer problem prior to the sewer backup at 2503 and 2505 Mallard Lane, McAlester, Oklahoma.

Therefore, we have determined that the City of McAlester was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of McAlester.

Sincerely,

Mary Ellis, CPCU
Senior Claims Examiner

cc: City of McAlester ✓



Oklahoma Municipal Assurance Group

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

February 6, 2013

Delores Williams
2503 Mallard Lane
McAlester, OK 74501

Re: Member	:	City of McAlester
Claimant	:	Delores Williams
Date of Loss	:	1/21/13
Claim Number	:	33297-ME

Dear Ms. Williams:

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Mary Ellis, CPCU
Sr. Claims Examiner

ME/mb

cc: City of McAlester

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

RECEIVED ON

JAN 28 2013

IN CITY CLERK'S OFFICE

PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time-frame may result in the claim being barred in its entirety. Other limitations to your claim may apply. (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) DeLores Williams

CLAIMANT(S) SOCIAL SECURITY NO. _____

ADDRESS 2503 Mallard Lane

CLAIMANT(S) DATE OF BIRTH _____

McAlester, OK 74501

PHONE: HOME(____) _____

BUS.() NO

Continue on another sheet if needed
for any information requested)

1. DATE AND TIME OF INCIDENT 1-21-13 11 (10) a.m. () p.m.

2. LOCATION OF INCIDENT 2503 Mallard Lane

3. DESCRIBE INCIDENT City Employees had cleaned out City sewer line. That is in my backyard - causing sewer water/debris to back up in my home contaminating carpet in 2 bedrooms, both bathrooms had standing water/debris

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO ___ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ___ If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY. \$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME _____

BODY TYPE _____

YEAR _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS 2 Bedroom Carpets, Personal items, Clothing, Pillow, Toys

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 1811

LIST OTHER DAMAGES CLAIMED see above \$ 200

TOTAL PROPERTY \$ 2011

5. NAME OF YOUR INSURANCE CO. _____

POLICY NO. _____

AMOUNT CLAIMED None

AMOUNT RECEIVED None

6. The names of any witnesses known to you.

Pam Davy

421 E. Cherokee, McAlester, OK

Name

Address

Phone Number

Jason C. Humphrey

Name

Address

Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM \$ 2,100.00

DeLores Williams

SIGNATURE(S)

1-25-13

DATE

a disabled 6 year old Child lives here
who had just had ear reconstruction
surgery & was here recovering from the
surgery. This incident (sewer Back-up)
with all the terrible smells & loud Noise
of the drying fan was very disturbing
to him. We hope & pray no Bad/adverse
reactions occur due to breathing
contaminated spores.

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on January 28, 2013

For further information on this claim contact Shawn Smith

(Title) Safety / Risk Mgmt., by telephone at (918) 423-9300 ext. 4934

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Completed Tort Claim Notice, Invoice for Cleaning, Plumbing invoice, Carpet replacement invoice, statement from Utilities Maintenance employee and statement from Safety / Risk Mgmt.

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.	<u>Roger Lane</u>	<u>Utilities Maintenance</u>	<u>(918) 423 9300 ext. 4956</u>
2.	<u></u>	<u></u>	<u></u>
3.	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>

Submitted by: Cora Middleton Date Feb. 5, 2013

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
4130 N. Lincoln Blvd
Oklahoma City, OK 73105-5209
Fax (405) 525-0009

ADDENDUM NO. 5

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2013 to and including December 31, 2013.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.31 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this ____ day of _____ 2013, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

(SEAL)

Attest:

Pittsburg County RWD No. 5

Mal Sporch
Board Secretary

by: Rodney Briggs
Chairman

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

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

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

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

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

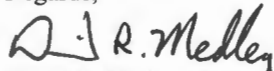
The rate for 2013 for District No. 5 is therefore $\$2.75 + \$0.05 + \$0.51 = \3.31 per 1000 gallons.

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

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

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

Regards,



David R. Medley, P.E.
Utilities Director

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2008, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Pittsburg County Rural Water District No. 5, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to Pittsburg County Rural Water District No.5, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District customers, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$2.56 per 1,000 gallons from January 1, 2008 through Dec. 31, 2008.

On Jan. 1, 2009, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District customers shall be reduced or diminished in the same ratio or proportion as the supply to the City

customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the said District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of said water district. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.



Cora Middleton
City Clerk

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By [Signature]
Mayor

Pittsburg County RWD. No. ⁵⁸⁴ ~~11~~
Pittsburg County, Oklahoma

By [Signature]
Chairman

ATTEST:

[Signature]
Clerk Manager

Approved as to form and legality this 14 day of March 2008.

By [Signature]
City Attorney

ADDENDUM NO. 1

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2009 to and including December 31, 2009.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 2.56 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 29th day of January, 2009 regardless of the actual date of signing



Eva M. Miller
City Clerk

City of McAlester, Oklahoma
by: *Kevin E. [Signature]*
Mayor

(SEAL)

Jim A. [Signature]
Chairman

Attest:

Pittsburg County RWD No. 5

ADDENDUM NO. 2

RECEIVED

MAR 09 7:10

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2010 to and including December 31, 2010.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 2.95 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this 1st day of January, 2010, regardless of the actual date of signing.



[Signature]
City Clerk

City of McAlester, Oklahoma
by: [Signature]
Mayor

(SEAL)

Attest:

[Signature]
Board Secretary

Pittsburg County RWD No. 5

by: [Signature]
Chairman



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

January 26, 2012

VIA CERTIFIED AND REGULAR MAIL

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

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

Enclosed are two (2) copies an Addendum to the Wholesale Water Purchase Contract with the City of McAlester which will renew your contract for one year (January 1, 2012 through December 31, 2012). The Consumer Price Index (CPI-U) for 2011 was an increase of 3.0 percent. The adjustment on your current base rate of \$2.67 per 1000 gallons was an additional \$.08 for this increase in the CPI-U.

In addition, the City is currently required by the Oklahoma Department of Environmental Quality (ODEQ) to expend an estimated \$875,400 in 2012 and 2013 for clarifier residuals pump station, sludge dewatering boxes, rehabilitation of existing lagoons, miscellaneous appurtenant work. This cost was divided equally into the two years, at an amount of \$437,700. This will also help to lessen the impact on your rates. In addition, we have expended \$73,353.22 on new filter controls, \$19,578 on a temporary pressure system and are expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing District 5 (as well as the other wholesale water customers) its' proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2011 (376,198,942 gallons) by the total amount of water produced by the City in 2011 (1,778,486,000 gallons) and multiplying this percentage (21.17%) by the \$854,681 cost (\$437,000 + \$73,352.22 + \$19,578 + \$324,751). This amounts to \$180,936.01 for all the wholesale water customers' proportional share of the cost. The \$180,936.01 was then divided by the 2011 wholesale water useage in 1000 gallons (376,199) to determine the cost per 1000 gallons of \$0.48

The rate for 2012 for District No. 5 is therefore $\$2.67 + \$0.08 + \$0.48 = \3.23 per 1000 gallons.

Please note that the Districts proportional share of the construction costs will presumably be approximately the same in next years' contract. The amount that will be expended in 2013 is not known at this time.

I've included documentation of the U.S. Department of Labor's news release on the 2011 CPI-U for your use.

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

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

Regards,

David R. Medley, P.E.
Utilities Director

ADDENDUM NO. 4

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2012 to and including December 31, 2012.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.23 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this _____ day of _____ 2012, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

(SEAL)

ADDENDUM NO. 5

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 6, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2013 to and including December 31, 2013.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.31 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this _____ day of _____ 2013, regardless of the actual date of signing.

(SEAL)

Attest:

City Clerk

City of McAlester, Oklahoma

by: _____
Mayor

(SEAL)

Attest:

Board Secretary

Pittsburg County RWD No. 6

by: _____
Chairman

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #6
P.O. Box 3309
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

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

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

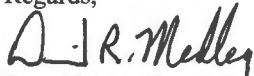
The rate for 2013 for District No. 6 is therefore $\$2.75 + \$.05 + \$.51 = \3.31 per 1000 gallons.

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

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

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

Regards,



David R. Medley, P.E.
Utilities Director

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2008, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Pittsburg County Rural Water District No. 6, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to Pittsburg County Rural Water District No. 6, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District customers, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$2.56 per 1,000 gallons from January 1, 2008 through Dec. 31, 2008.

On Jan. 1, 2009, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District customers shall be reduced or diminished in the same ratio or proportion as the supply to the City

customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the said District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of said water district. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

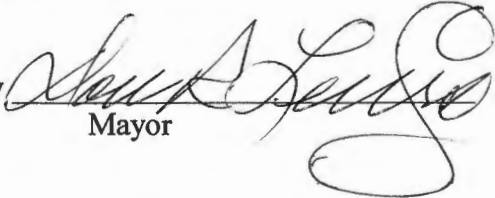
That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

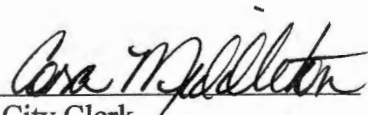
That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By 
Mayor

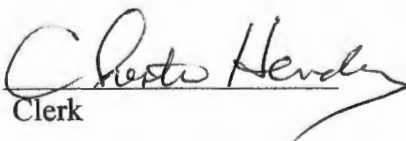
ATTEST:


City Clerk

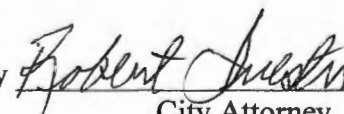
Pittsburg County RWD. No. 6
Pittsburg County, Oklahoma

By 
Chairman

ATTEST:


Clerk

Approved as to form and legality this 13 day of May 2008 .

By 
City Attorney

CITY OF McALESTER
WHOLESALE WATER RATE ANALYSIS

October 25, 2007

Prior to July, 1996, the wholesale water rate that McAlester charged was \$ 1.85/1000 gallons. In July , 1996, the wholesale water cost was determined to be \$ 2.01/1000 gallons based on the costs for the previous 12 month period. The rates were incrementally increased each year after 1996 until they reached the 1996 cost of \$ 2.01/1000 gallons on July 1, 1998.

The rates have not been adjusted since this date. If the rates had been adjusted every year since 1998 based on the increase in the CPI (Consumer Price Index), the present Wholesale Water Rate would be as follows:

July, 1998 rate ----- \$ 2.01 / 1000 gals
CPI increase (Jan. 1999) = 1.7%
Jan . 1, 1999 rate after CPI increase = \$ 2.01 X 1.017 = \$ 2.04/1000 gals.
CPI increase (Jan. 2000) = 2.6 %
Jan. 1, 2000 rate after CPI increase = \$ 2.04 X 1.026 = \$ 2.09/1000 gals.
CPI increase (Jan. 2001) = 3.2 %
Jan. 1, 2001 rate after CPI increase = \$ 2.09 X 1.032 = \$ 2.16/1000 gals.
CPI increase (Jan. 2002) = 1.6 %
Jan. 1, 2002 rate after CPI increase = \$ 2.16 X 1.016 = \$ 2.19/1000 gals
CPI increase (Jan. 2003) = 2.4%
Jan. 1, 2003 rate after CPI increase = \$ 2.19 X 1.024 = \$ 2.24/1000 gals.
CPI increase (Jan. 2004) = 1.9 %
Jan. 1, 2004 rate after CPI increase = \$ 2.24 X 1.019 = \$ 2.28/1000 gals.
CPI increase (Jan. 2005) = 3.3 %
Jan. 1, 2005 rate after CPI increase = \$ 2.28 X 1.033 = \$ 2.36/1000 gals.
CPI increase (Jan. 2006) = 3.4 %
Jan. 1, 2006 rate after CPI increase = \$ 2.36 X 1.034 = \$ 2.44/1000 gals.
CPI increase (Jan. 2007) = 2.5 %
Jan. 1, 2007 rate after CPI increase = \$ 2.44 X 1.025 = \$ 2.50/1000 gals.
Estimated CPI Increase (Jan. 2008) = 2.5%
Jan. 1, 2008 rate after estimated CPI increase = \$ 2.50 x 1.025 = \$ 2.56/1000 gals.

Using the CPI, the rate would have increased from \$ 2.01 in 1998 to \$ 2.56 in 2008. This represents an increase of \$ 0.55/1000 gals. , which is 27.4% more than the 1998 rate.

The Pittsburg County Water Authority, which operates a water treatment plant east of McAlester and serves the towns of Haileyville and Hartshorne and Adamson Water District No. 8, was charging \$ 2.52/1000 gals. for water on Jan. 1, 2007.

The Pittsburg County Public Works Authority, which operates a water treatment plant in Crowder and serves the towns of Crowder, Canadian, Arrowhead Estates and the Indianola Water Company, was charging \$ 2.31/1000 gals. for water to their wholesale customers on Jan. 1, 2007.

If the City uses the "Formula for Calculating Wholesale water Cost" that was adopted by the Council in Resolution No. 96-2, the wholesale water rates would be as follows:

$$WWC (\$/1000 \text{ gals}) = \frac{(X\%)(A+B) + 25\%(C+D) + 20\%(E+F)}{G}$$

Where A = \$932,235, B = \$525,000, C = \$501,242, D = \$380,239, E = \$267,001 & F = \$1,299,867

$$= \frac{29.2\% (\$1,457,235) + 25\% (\$881,480) + 20\% (\$1,566,868)}{303,748,000 \text{ gallons}}$$

$$= \frac{\$425,512 + \$220,370 + \$313,374}{303,748,000 \text{ gals.}} = \frac{\$959,256}{303,748,000} = \$3.16 / 1000$$



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

December 7, 2007

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #6
P O Box 3309
McAlester, OK 74502

RE: WHOLESALE WATER PURCHASE CONTRACT

Dear Chairman:

On September 11, 2007, the McAlester City Council appointed a three (3) member council subcommittee to meet with the City Manager and City Engineer to review the water rates being charged to wholesale water customers. As you are aware, the wholesale water rate has not been increased by the City of McAlester for the past 9 years, since July 1, 1998. The present rate being charged is \$2.01/1000 gallons, the same since July 1, 1998.

The council subcommittee has concluded several meetings with the City staff and is proposing a new wholesale water rate to all wholesale customers that is scheduled to go into effect on January 1, 2008. The proposed rate will be \$ 2.56/1000 gallons. The proposed rate was determined by reviewing the Consumer Price Index (CPI) changes since July 1, 1998. The full City Council will review and act upon the proposed rate at the regular council meeting of December 11, 2007.

Attached for your review is a copy of the "City of McAlester Wholesale Water Rate Analysis" dated October 25, 2007, which shows the calculations that were used to arrive at the proposed new rate. Also attached for your review is a copy of a proposed new "Water Purchase Contract" between your rural water district and the City of McAlester.

Please review the enclosed information and contact the City Engineer's office at (918) 423-9300, Ext. 4992, if you have any questions regarding the proposed rate and contract. The executed contract should be returned to my office as soon as possible.

Sincerely,

George Marcangeli
City Engineer

cc: Don Lewis, Sam Mason, Buddy Garvin, Wholesale Water Rate Committee
Mark Roath, City Manager

RECEIVED
MAR 24 2009

ADDENDUM NO. 1

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No 6 , hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2009 to and including December 31, 2009.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 2.56 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 29th day of January, 2009 regardless of the actual date of signing.



[Signature]
City Clerk

City of McAlester, Oklahoma
by: [Signature]
Mayor

(SEAL)

Attest:

[Signature]
Pittsburg County RWD No. 6

ADDENDUM NO. 4

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 6, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2012 to and including December 31, 2012.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.23 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 27 day of January 2012, regardless of the actual date of signing.



Attest:

Ann Middleton
City Clerk

(SEAL)

City of McAlester, Oklahoma

by:

Kevin Chisholm
Mayor

Attest:

Heather Hensley
Board Secretary

Pittsburg County RWD No. 6

by:

Jim Pennington
Chairman

ADDENDUM NO. 5

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 7, hereafter referred to as the "District", dated October 25, 2005 is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2013 to and including December 31, 2013.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.31 per 1,000 gallons.

3. Other Amendments:

In all other respects, the provisions of the water purchase contract between the City and the District dated October 25, 2005, which are unaffected by the above stated amendments shall remain in full force and effect during such extended contract period.

Agreed and signed as of this _____ day of _____ 2013, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

By: _____
Mayor

(SEAL)

Attest:

Pittsburg County RWD No. 7

Board Secretary

By: _____
Chairman

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #7
HC 75 Box 211
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

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

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

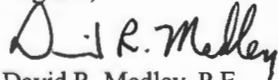
The rate for 2013 for District No. 7 is therefore $\$2.75 + \$0.05 + \$0.51 = \3.31 per 1000 gallons.

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

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

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

Regards,



David R. Medley, P.E.
Utilities Director

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 25th-day of October, 2005, by and between the The McAlester Public Works Authority, Oklahoma, hereinafter referred to as the "Authority", and Rural Water District No. 7, Pittsburg County, Oklahoma, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the Authority owns and operates a water distribution system contiguous to the Rural Water District No. 7, which distribution system is currently capable of serving the present customers of the Authority system and the estimated number of water users to be served by the said District; and

WHEREAS, the District has negotiated with the Authority for the purchase of water from said Authority.

I. THE AUTHORITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District during the term of this contract or any renewal or extension thereof, potable treated water meeting the applicable purity standards of the State Board of Health of the State of Oklahoma in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the Authority system from such point or points as may be agreeable to the parties hereto. District shall be allowed reasonable connection(s) and the parties shall exercise good faith in agreeing to connections and Authority shall not unreasonably refuse to agree to a requested connection. The connections allowed to Pitt-7 under the Water Purchase Contract are limited to reasonable connections on the Authority's facilities in existence at the time of Pitt-7's request. The Authority shall be under no obligation to build new lines, extend its facilities, or upgrade existing lines for the purpose of adding new connections to the District.

If there is a disagreement concerning a requested connection, that issue will be submitted to arbitration through the American Arbitration Association, who will appoint a licensed engineer to resolve the issue.

It is understood that there may be some interruption in the delivery of water by the Authority of the District. The Authority will not be held liable for such interruption period. The Authority will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the Authority from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the Authority.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

With proper notification, the Rural Water District may request adjustment in their billing affected by a water break. However, this adjustment shall never be more than one-half of the cost of the water loss for that particular water break.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Authority and District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the Authority not later than the 15th day of each month for water delivered as follows:

1. The first 355 Million Gallons of water taken by Pitt-7 will be free of charge to Pitt-7.
2. For water taken and delivered in excess of the above stated volume, the purchase price shall be the Authority's wholesale water rate charged to other Rural Water Districts purchasing water from the Authority according to the then current Water

Purchase Agreements.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE DISTRICT AS FOLLOWS:

A. Term of Contract

1. This Contract shall become effective and binding on the execution hereof, and shall remain effective for all purposes from said effective date for a period of twenty (20) years.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the Authority is otherwise diminished over an extended period of time, the supply of water to the District customers shall be reduced or diminished in the same ratio or proportion as the supply to the Authority customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the Authority, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

This Agreement may only be modified by written approval of the Authority and District.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the Authority and District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignments

This contract may be assigned by the said District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of said water district. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous


That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

THE McALESTER PUBLIC WORKS
AUTHORITY

By 

Name: DON R. LEWIS

Title: MAYOR

RURAL WATER DISTRICT NO. 7, Pittsburg
County

By _____
Chairman

Approved as to form and legality this 25th day of October, 2005.

By 
Authority Attorney

857-2.474a:tc

ADDENDUM NO. 4

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 7, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2012 to and including December 31, 2012.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.23 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this 27th day of JANUARY 2012, regardless of the actual date of signing.



Attest:

Cora Middleton
City Clerk

(SEAL)

City of McAlester, Oklahoma

by:

Kevin D. [Signature]
Mayor

Attest:

Barbara Donathan
Board Secretary

Pittsburg County RWD No. 7

by:

Philly Lall
Chairman

ADDENDUM NO. 5

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 9, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2013 to and including December 31, 2013.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.31 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this ____ day of _____ 2013, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

(SEAL)

Attest:

Pittsburg County RWD No. 9

Board Secretary

by: _____
Chairman

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #9
P.O. Box 1765
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

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

In addition, the City is currently required by the Oklahoma Department of Environmental Quality (ODEQ) to expend \$961,349 in 2012 and 2013 for clarifier residuals pump station, sludge dewatering boxes, rehabilitation of existing lagoons, engineering and inspection. This cost was divided into the two years to help lessen the impact on your rates. Last year the half cost amount was estimated at an amount of \$437,700. This leaves an amount of \$524,349 (\$961,349 - \$437,700) remaining cost for this work. In addition, we are expending \$324,751 on a seven (7) year basis for water storage tank rehabilitation. Per Section II Part C of the Contract the City is assessing District 9 (as well as the other wholesale water customers) its proportional share of this cost based on a cost per 1000 gallons. This was determined by dividing the amount of water sold to all wholesale water customers in 2012 (323,072,018 gallons) by the total amount of water produced by the City in 2012 (1,654,371,000 gallons) and multiplying this percentage (19.53%) by the \$849,100 cost (\$524,349 + \$324,751). This amounts to \$165,829.23 for all the wholesale water customers' proportional share of the cost. The \$165,829.23 was then divided by the 2012 wholesale water usage in 1000 gallons (323,072) to determine the cost per 1000 gallons of \$0.51 for the wholesale water customers proportional share of the ODEQ required improvement costs.

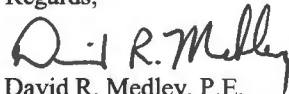
The rate for 2013 for District No. 9 is therefore $\$2.75 + \$0.05 + \$0.51 = \3.31 per 1000 gallons.

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

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

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

Regards,


David R. Medley, P.E.
Utilities Director

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2008, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Pittsburg County Rural Water District No. 9, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to Pittsburg County Rural Water District No.9, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District customers, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$2.56 per 1,000 gallons from January 1, 2008 through Dec. 31, 2008.

On Jan. 1, 2009, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District customers shall be reduced or diminished in the same ratio or proportion as the supply to the City

customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the said District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of said water district. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation



By

Mayor

City Clerk

Pittsburg County RWD. No. ^{9 Item} ~~16~~
Pittsburg County, Oklahoma

By

Chairman

ATTEST:

Clerk

Approved as to form and legality this 14 day of March 2008 .

By

City Attorney

RECEIVED
MAR 24 2009

ADDENDUM NO. 1

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No 9 , hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2009 to and including December 31, 2009.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 2.56 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 24th day of January, 2009 regardless of the actual date of signing.



Carie Middleton
City Clerk

City of McAlester, Oklahoma

by: [Signature]
Mayor

(SEAL)

Attest:

Joseph R. Dalton
Pittsburg County RWD No. 9

FEB 18 2010
RECEIVED

ADDENDUM NO. 2

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 9, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2010 to and including December 31, 2010.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 2.95 per 1,000 gallons.
3. Other Amendments:

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

Witnessed and signed as of this 1st day of January, 2010, regardless of the actual date of signing.



Attest:

[Signature]
City Clerk

City of McAlester, Oklahoma

by:

[Signature]
Mayor

(SEAL)

Attest:

[Signature]
Board Secretary

Pittsburg County RWD No. 9

by:

[Signature]
Chairman

ADDENDUM NO. 3

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 9, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2011 to and including December 31, 2011.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.20 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 1st day of Feb 2011, regardless of the actual date of signing.



Cora Middleton
City Clerk

(SEAL)

City of McAlester, Oklahoma

by: [Signature]

Mayor

Attest:

[Signature]
Board Secretary

Pittsburg County RWD No. 9

by: [Signature]

Chairman

ADDENDUM NO. 4

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 9, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2012 to and including December 31, 2012.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.23 per 1,000 gallons.

3. Other Amendments:

NONE

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

Agreed and signed as of this 20th day of January 2012, regardless of the actual date of signing.



Attest:

[Signature]
City Clerk

(SEAL)

City of McAlester, Oklahoma

by:

[Signature]
Mayor

Attest:

[Signature]
Board Secretary

Pittsburg County RWD No. 9

by:

[Signature]
Chairman

ADDENDUM NO. 5

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2013 to and including December 31, 2013.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.31 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this ____ day of _____ 2013, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

(SEAL)

Attest:

Pittsburg County RWD No. 16

Board Secretary

by: _____
Chairman

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

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

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

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

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

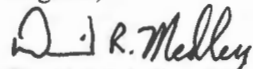
The rate for 2013 for District No. 16 is therefore $\$2.75 + \$0.05 + \$0.51 = \3.31 per 1000 gallons.

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

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

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

Regards,



David R. Medley, P.E.
Utilities Director

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2008, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Pittsburg County Rural Water District No. 16, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to Pittsburg County Rural Water District No.16, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District customers, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$2.56 per 1,000 gallons from January 1, 2008 through Dec. 31, 2008.

On Jan. 1, 2009, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District customers shall be reduced or diminished in the same ratio or proportion as the supply to the City

customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the said District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of said water district. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

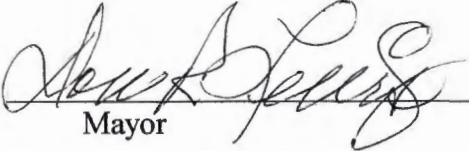
That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

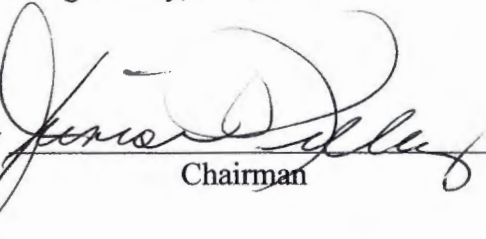
CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By 
Mayor




City Clerk

Pittsburg County RWD. No. 16
Pittsburg County, Oklahoma

By 
Chairman

ATTEST:

Clerk

Approved as to form and legality this 14 day of March 2008 .

By 
City Attorney

ADDENDUM NO. 1

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2009 to and including December 31, 2009.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 2.56 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 3rd day of January, 2009 regardless of the actual date of signing



City Clerk

(SEAL)

Attest:

City of McAlester, Oklahoma

by:

Mayor

Pittsburg County RWD No. 16

MAR 09 2010

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2010 to and including December 31, 2010.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 2.95 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 1st day of January, 2010, regardless of the actual date of signing.



Attest:

City Clerk

(SEAL)

City of McAlester, Oklahoma

by:

Mayor

Attest:

Board Secretary

Pittsburg County RWD No. 16

by:

Chairman

ADDENDUM NO. 3

MAR 1 1 2011

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2011 to and including December 31, 2011.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.20 per 1,000 gallons.
3. Other Amendments:

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

Agreed and signed as of this 11th day of February, 2011, regardless of the actual date of signing.



Attest:

Cora Middleton
City Clerk

(SEAL)

City of McAlester, Oklahoma

by:

[Signature]
Mayor

Attest:

Board Secretary

Pittsburg County RWD No. 16

by:

[Signature]
Chairman

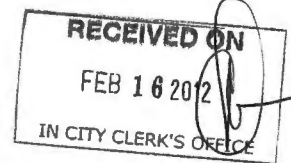
ADDENDUM NO. 4

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2012 to and including December 31, 2012.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.23 per 1,000 gallons.

3. Other Amendments:



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

Agreed and signed as of this 27th day of JANUARY 2012, regardless of the actual date of signing.



[Signature]
City Clerk

(SEAL)

City of McAlester, Oklahoma

by: [Signature]

Mayor

Attest:

Board Secretary

Pittsburg County RWD No. 16

by: [Signature]

Chairman

ADDENDUM NO. 5

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

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2013 to and including December 31, 2013.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.31 per 1,000 gallons.

3. Other Amendments:

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

Agreed and signed as of this _____ day of _____ 2013, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

(SEAL)

Attest:

Oklahoma State Penitentiary

by: _____

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

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

Re: Wholesale Water Contract – Annual Renewal

Dear Warden:

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

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

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

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

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

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

Regards,

David R. Medley, P.E.
Utilities Director

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2008, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Oklahoma State Penitentiary, hereinafter referred to as "OSP".

WITNESSETH:

WHEREAS, OSP has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in OSP, and to accomplish this purpose, OSP will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to OSP, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by OSP; and

WHEREAS, OSP has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish OSP, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by OSP.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to OSP. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to OSP, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of OSP at McAlester, Oklahoma, not later than the 10th

day of each month, with an itemized statement of the amount of water furnished OSP during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to OSP and to test such metering equipment whenever requested by OSP but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and OSP shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. OSP AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$2.56 per 1,000 gallons from January 1, 2008 through Dec. 31, 2008.

On Jan. 1, 2009, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND OSP AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to OSP shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, OSP shall be responsible for notifying of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and OSP will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by OSP to the United States Government, or other financing agency, as a consideration for any loans to OSP, made or insured, or to be made or insured, in financing the construction or extension of the water system of OSP. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

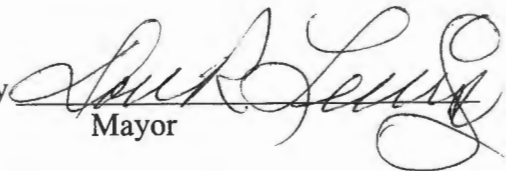
That the construction of the water supply distribution system by OSP is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of OSP are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to OSP

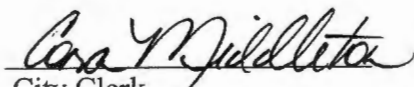
That in the event of any occurrence rendering OSP incapable of performing under this contract, any successor of OSP, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of OSP hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

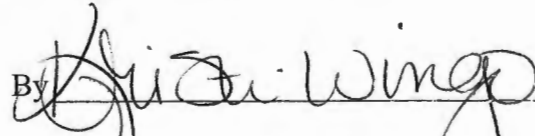
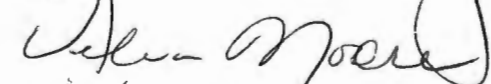
CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By 
Mayor

ATTEST:


City Clerk

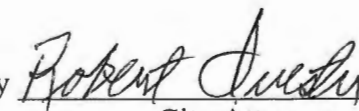
Oklahoma State Penitentiary (OSP)
Pittsburg County, Oklahoma

By 

04005152
exp 6-8-08

ATTEST:

Clerk

Approved as to form and legality this 13 day of May 2008.

By 
City Attorney



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

December 7, 2007

VIA CERTIFIED AND REGULAR MAIL

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

RE: WHOLESALE WATER PURCHASE CONTRACT

Dear Warden:

On September 11, 2007, the McAlester City Council appointed a three (3) member council subcommittee to meet with the City Manager and City Engineer to review the water rates being charged to wholesale water customers. As you are aware, the wholesale water rate has not been increased by the City of McAlester for the past 9 years, since July 1, 1998. The present rate being charged is \$2.01/1000 gallons, the same since July 1, 1998.

The council subcommittee has concluded several meetings with the City staff and is proposing a new wholesale water rate to all wholesale customers that is scheduled to go into effect on January 1, 2008. The proposed rate will be \$ 2.56/1000 gallons. The proposed rate was determined by reviewing the Consumer Price Index (CPI) changes since July 1, 1998. The full City Council will review and act upon the proposed rate at the regular council meeting of December 11, 2007.

Attached for your review is a copy of the "City of McAlester Wholesale Water Rate Analysis" dated October 25, 2007, which shows the calculations that were used to arrive at the proposed new rate. Also attached for your review is a copy of a proposed new "Water Purchase Contract" between your rural water district and the City of McAlester.

Please review the enclosed information and contact the City Engineer's office at (918) 423-9300, Ext. 4992, if you have any questions regarding the proposed rate and contract. The executed contract should be returned to my office as soon as possible.

Sincerely,

George Marcangeli
City Engineer

cc: Don Lewis, Sam Mason, Buddy Garvin, Wholesale Water Rate Committee
Mark Roath, City Manager

ADDENDUM NO. 1

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pliant, L.L.C., hereafter referred to as the "Wholesale Customer", dated September 1, 2012 as amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2013 to and including December 31, 2013.

2. Rate of Payment: That the wholesale rate to be paid the City by the Wholesale Customer during this contract period for water purchased shall be \$ 3.31 per 1,000 gallons.

3. Other Amendments:

In all other respects, the provisions of the water purchase contract between the City and the Wholesale Customer dated September 1, 2012, which are unaffected by the above stated amendments shall remain in full force and effect during such extended contract period.

Agreed and signed as of this ____ day of _____ 2013, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

(SEAL)

Attest:

Pliant, L.L.C.

Clerk

by: _____
Vice President of Operations

January 23, 2013

VIA CERTIFIED AND REGULAR MAIL

Pliant Corporation
Attn: Scott Wagoner, Plant Manager
P.O. Box 1810
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Mr. Wagoner:

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

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

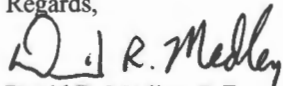
The rate for 2013 for Pliant Corporation is therefore $\$2.75 + \$0.05 + \$0.51 = \3.31 per 1000 gallons.

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

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

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

Regards,



David R. Medley, P.E.
Utilities Director

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of September, 2012 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Plaintiff, LLC a Wholly Owned Subsidiary of Berry Plastics, hereinafter referred to as "Wholesale Customer".

WITNESSETH:

WHEREAS, the City owns and operates a water distribution system contiguous to the Wholesale Customer, which distribution system is currently capable of serving the present customers of the City system and the estimated water user by the said Wholesale Customer; and

WHEREAS, the Wholesale Customer has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the Wholesale Customer, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the Wholesale Customer.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the Wholesale Customer. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the Wholesale Customer, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the Wholesale Customer at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the Wholesale Customer during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the

necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Wholesale Customer and to test such metering equipment whenever requested by the Wholesale Customer but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the Wholesale Customer shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE WHOLESALE CUSTOMER AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.23 per 1,000 from September 1, 2012 through Dec. 31, 2012.

On Jan. 1, 2013, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE WHOLESALE CUSTOMER AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the Wholesale Customer shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and auxiliary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs.

Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the Wholesale Customer will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.



[Signature]
City Clerk

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By [Signature]
Mayor

DATE: 9/19/12

Pliant, LLC, a Wholly Owned
Subsidiary of Berry Plastics Corporation

By [Signature]
Vice President of Operations

DATE: 9-10-12

ATTEST:

Clerk

Approved as to form and legality this 20 day of Sept 2012

By [Signature]
City Attorney



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

September 20, 2012

Pliant Corporation
Attn: Scott Wagoner
P.O. Box 1810
McAlester, OK 74502

Dear Mr. Wagoner;

Enclosed is one (1) fully executed copy of the "Water Purchase Contract" between the City of McAlester and Pliant Corporation for your records. The City of McAlester looks forward to the continued business with your company. If you have any questions please do not hesitate to contact me at the phone number listed above.

Thank you,

Cora Middleton, CMC
City Clerk

Enclosures



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

Pliant Corporation
Attn: Scott Wagoneer, Plant Manager
P.O. Box 1810
McAlester, Oklahoma

Re: Customer Status Change to Wholesale

Dear Mr. Wagoneer:

The City of McAlester has been working diligently to improve the infrastructure and business retention of our manufacturing base in our community. Your willingness to communicate your concerns with Sheri Cooper, MPower, Executive Director and City Administration has been refreshing. Ms. Cooper listened diligently to your concerns and brought those concerns to the attention of the City. Through your efforts and the efforts of MPower we have been able to address these potential problems.

I am pleased to inform you that at the August 28, 2012 Council Meeting the City Council voted unanimously to approve Pliant Corporation's status as a Wholesale Water Customer per Section 106-72 of McAlester City Code. The Code allows the City to enter into a contract with industries with water usage greater than 300,000 gallons per month. This will provide for a very significant savings to your company.

Currently your rate is \$10.50 for the first 300 cubic feet (2,244 gallons) and \$3.81 per 100 cubic feet (748 gallons) thereafter. The wholesale rate is currently \$3.23 per 1000 gallons. This rate per the attached contract is adjusted each year by addendum to the contract per the CPI-U (Consumer Price Index for Urban Consumers). The wholesale customers are also charged their proportional share of any improvements that may be required for the Water Plant by the Oklahoma Department of Environmental Quality (ODEQ). These costs are all factored into the wholesale rate determined each year and submitted in the aforementioned addendum.

Attached you will find two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Please return one (1) copy of the executed Contract and keep one copy for your files. This Contract will become effective September 1, 2012.

If you have any questions please feel free to call me at 918-423-9300 Ext. 4964 or David Medley, Utilities Director at 918-423-9300 Ext. 4995.

Regards,

Peter Stasiak
City Manager



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Department: Public Works - Engineering
Prepared By: John C. Modzelewski, PE
Date Prepared: April 16, 2013

Item Number: 1
Account Code: 41-5865405
Budgeted Amount: \$145,000
Exhibits: 4

Subject

Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and K-Bar Company to construct the Mallard Lane and Flamingo Road Drainage Improvements.

Recommendation

The recommendation is to enter into an agreement with K-Bar Company for a Total Bid equal to \$143,663.87 to construct the Mallard Lane and Flamingo Road Drainage Improvements. The funding source for this project is Account Number 41-5865405.

Discussion

This project includes the construction for the improvements to the existing channel and triple corrugated metal pipe drainage structure. The scope of work will include: (1)remove the existing pavement and storm sewer culverts;(2)construct the concrete lined channel; (3)construct a new reinforced concrete box roadway culvert; and (4)construct new concrete pavement. The project was advertised on March 17, 2013 and March 24, 2013. Plans and Project Specifications were received by two construction companies and two Bid Documents were received and opened on April 9, 2013. After reviewing the Bid Documents, the City of McAlester's design engineer, Meshek and Associates, P.L.C., determined that K-Bar Construction was the lowest, responsible, qualified bidder.

Approved By

	Initial	Date
Department Head	JCM	04/16/13
City Manager	P. Stasiak <i>PJS</i>	04/16/13

Date: April 9, 2013

City of McAlester
28 East Washington
McAlester, Oklahoma 74502

Attention: Mr. John Modzelewski

RE: **MALLARD LANE & FLAMINGO ROAD
DRAINAGE IMPROVEMENTS**

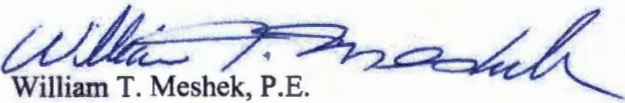
Bids for the above mentioned project were received and opened publicly on 4/9/2013.

There were two (2) bids received with pricing ranging from \$143,663.87 to \$175,701.03. Basis of Award was lowest responsive and responsible bid.

The apparent low bidder is K-Bar Company with a bid of \$143,663.87 as the lowest responsive and responsible bidder. The Engineer's Estimate was \$186,943.00.

We recommend award of a contract to K-Bar Company in the amount of \$143,663.87.

Sincerely,


William T. Meshek, P.E.
Meshek & Associates, PLC

BID TABULATION SHEET

Mallard Lane & Flamingo Rd. Drainage Improvements

Bid Opening

April 9, 2013 at 10:00 A.M

Bidder

Amount

Katcon, Inc.
P.O. Box 1329
McAlester, OK 74502

\$115,701.03

K-Bar Co.
4989 S. US Hwy 69
McAlester, OK 74501

\$143,663.87

**PROPOSAL FOR
MALLARD LANE & FLAMINGO ROAD
DRAINAGE IMPROVEMENTS**

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	DATA INPUT UNIT PRICE	AMOUNT
1	201(A)	CLEARING AND GRUBBING	EA	1	\$500.00	\$ 500.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	242	\$10.00	\$ 2,420.00
3	221(C)	TEMPORARY SILT FENCE	LF	257	\$3.00	\$ 771.00
4	230(A)	SOLID SLAB SODDING (LIKE-KIND)	SY	278	\$3.89	\$ 1,081.42
5	303	AGGREGATE BASE TYPE A	CY	27	\$116.15	\$ 3,136.05
6	310(B)	SUBGRADE METHOD "B"	SY	162	\$19.95	\$ 3,231.90
7	325	SEPARATOR FABRIC	SY	178	\$2.50	\$ 445.00
8	414(A)	PC CONCRETE PAVEMENT	SY	147	\$23.50	\$ 3,454.50
9	509(C)	CLASS "A" CONCRETE	CY	182	\$464.10	\$ 84,466.20
10	511(C)	REINFORCING STEEL	LB	31880	\$0.59	\$ 18,809.20
11	601(F)	FILTER BLANKET	TON	196	\$35.10	\$ 6,879.60
12	609(B)	CONC. CURB (6" BARRIER-INTEGRAL)	LF	71	\$5.75	\$ 408.25
13	610(B)	6" CONCRETE DRIVEWAY (HES)	SY	14	\$105.00	\$ 1,470.00
14	611(E)	MANHOLE FRAME & COVER (STORM)	EA	1	\$243.75	\$ 243.75
15	619(B)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EA	1	\$2,500.00	\$ 2,500.00
16	619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	147	\$31.00	\$ 4,557.00
17	619(B)	REMOVAL OF CURB AND GUTTER	LF	71	\$2.00	\$ 142.00
18	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	14	\$31.00	\$ 434.00
19	624(A)	48" CHAIN LINK FENCE (GALVANIZED)	LF	252	\$19.50	\$ 4,914.00
20	641.06	MOBILIZATION	EA	1	\$2,500.00	\$ 2,500.00
21	642.06	CONSTRUCTION STAKING	EA	1	\$1,150.00	\$ 1,150.00
22	805(D)	REMOVE AND RESET SIGN	EA	1	\$150.00	\$ 150.00
PROJECT TOTAL						\$ 143,663.87

**PROPOSAL FOR
MALLARD LANE & FLAMINGO ROAD
DRAINAGE IMPROVEMENTS**

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	DATA INPUT UNIT PRICE	AMOUNT
1	201(A)	CLEARING AND GRUBBING	EA	1	\$12,650.00	\$ 12,650.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	242	\$16.50	\$ 3,993.00
3	221(C)	TEMPORARY SILT FENCE	LF	257	\$8.25	\$ 2,120.25
4	230(A)	SOLID SLAB SODDING (LIKE-KIND)	SY	278	\$17.32	\$ 4,814.96
5	303	AGGREGATE BASE TYPE A	CY	27	\$19.80	\$ 534.60
6	310(B)	SUBGRADE METHOD "B"	SY	162	\$101.20	\$ 16,394.40
7	325	SEPARATOR FABRIC	SY	178	\$17.16	\$ 3,054.48
8	414(A)	PC CONCRETE PAVEMENT	SY	147	\$59.40	\$ 8,731.80
9	509(C)	CLASS "A" CONCRETE	CY	182	\$415.52	\$ 75,624.64
10	511(C)	REINFORCING STEEL	LB	31880	\$0.50	\$ 15,940.00
11	601(F)	FILTER BLANKET	TON	196	\$19.25	\$ 3,773.00
12	609(B)	CONC. CURB (6" BARRIER-INTEGRAL)	LF	71	\$8.80	\$ 624.80
13	610(B)	6" CONCRETE DRIVEWAY (HES)	SY	14	\$59.40	\$ 831.60
14	611(E)	MANHOLE FRAME & COVER (STORM)	EA	1	\$880.00	\$ 880.00
15	619(B)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EA	1	\$1,320.00	\$ 1,320.00
16	619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	147	\$44.55	\$ 6,548.85
17	619(B)	REMOVAL OF CURB AND GUTTER	LF	71	\$3.85	\$ 273.35
18	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	14	\$44.55	\$ 623.70
19	624(A)	48" CHAIN LINK FENCE (GALVANIZED)	LF	252	\$8.80	\$ 2,217.60
20	641.06	MOBILIZATION	EA	1	\$13,200.00	\$ 13,200.00
21	642.06	CONSTRUCTION STAKING	EA	1	\$1,000.00	\$ 1,000.00
22	805(D)	REMOVE AND RESET SIGN	EA	1	\$550.00	\$ 550.00
PROJECT TOTAL						\$ 175,701.03



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Department: City Manager
Prepared By: Peter J. Stasiak
Date Prepared: April 15, 2013

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: 1 - Bringing Handouts to Meeting

Subject

Presentation of the McAlester Regional Health Center 3rd Quarterly Report for Fiscal Year 2012-2013.

Recommendation

Accept and place on file the McAlester Regional Health Center 3rd Quarterly Report for Fiscal Year 2012-2013.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

04/15/13



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 23, 2013</u>	Item Number:	<u>3</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley, P.E.</u>	Account Code:	<u>33-5871513</u>
			<u>\$140,340 (Construction Cost)</u>
Date Prepared:	<u>April 15, 2013</u>	Budgeted Amount:	<u>\$73,874 Small Cities Grant</u>
			<u>Contractor's Application or</u>
			<u>Payment No. 3 (Final)</u>
			<u>Contractor's Certification and</u>
			<u>Guarantee</u>
		Exhibits:	<u>Engineer's Recommendation</u>
			<u>for Acceptance as Complete</u>

Subject

Consider and act upon Final Contractor's Pay Estimate No.3- Final for the construction of 2010 CDBG Water Improvements in an amount of \$140,340.00.

Recommendation

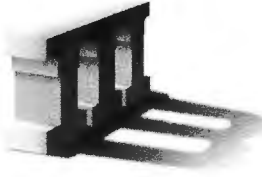
Motion to approve final payment to C.S. Day & Associates of Tahlequah, Oklahoma for the 2010 CDBG Water Improvements and authorizing the Mayor to sign the Final Application of Payment in the amount of \$140,340.00.

Discussion

This project is funded by the Department of Commerce in the amount of \$73,874.00 through the Community Development Block Grant Program. Attached is the Contractor's Certification and Guarantee that all work has been completed in accordance with the contract documents.

Approved By

		Initial	Date
Department Head		DRM	4/15/2013
City Manager	P. Stasiak		04/15/2013



MEHLBURGER BRAWLEY

April 12, 2013

David Medley, Utilities Director
City of McAlester
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: CDBG Water Improvements
Contractor's Pay Estimate No. Four ³~~4~~ – Final
Recommendation to Accept Project as Complete

Dear Mr. Medley:

Enclosed for your review and execution are six (6) copies of the Contractor's Pay Estimate No. Three – Final, which covers the final contract time period. All work has been completed with the exception of some minor items, such as grass being established and other small items, that will be addressed during the one year maintenance period.

We recommend payment of this Pay Estimate No. Three – Final in the amount of \$7,017.00. We recommend final acceptance of the referenced project, and the warranty period of one year shall be in effect on the effective date of completion, March 14, 2013. Please record acceptance of the project in the minutes of your next regularly scheduled Meeting. By copy of this letter we are notifying Millie Vance, Grant Administrator, of our recommendation.

Please place this Pay Estimate on the agenda for approval at your next meeting and upon approval please sign all six copies. Send three copies of the Pay Estimate to our office, one copy to Millie Vance, one copy to the Contractor with payment and retain the final copy for your records.

In addition enclosed please find three (3) copies of the Engineer's Certification of Completion. Please sign and date this form. Please return two (2) copies of the Certification to our office for distribution and retain the other copy for your records.

Finally enclosed for your records please find the following close out documents:

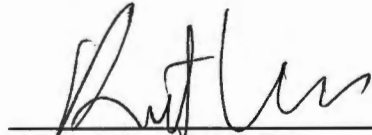
1. One (1) copy of Contractor's Certification and Guarantee.
2. One (1) copy of Contractor's Warranty.

April 12, 2013
Page Two (2)

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Estimate or recommendation, please contact our office at (918) 420-5500.

Sincerely,

Mehlburger Brawley



Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosure

Project No. MC-11-03

cc w/enclosure: Millie Vance, CDBG Grant Administrator
Leon Burke, RPR, Mehlburger Brawley

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 4/11/13

Project: 2010 CDBG Water Improvements


Owner: City of McAlester / McAlester Public Works Authority

Contractor: C.S. Day & Associates

C.S. Day & Associates hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

We also certify that all bills have been paid and upon receipt of \$7,017.00, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the effective date of completion, March 14, 2013.

By: 

Date: 4-12-13

Subscribed and sworn to before me this 11 day of April, 2013

Notary Public

My Commission Expires: 9/9/2014



Contractor's Application For Payment No. #3 (FINAL)

Application Period: April 1, 2013	
To (Owner): City of McAlester	From: CS Day & Associates
Project: 2010 CDBG Water Improvements	Via (Engineer): Mehlburger Brawley
Owner's Contract No.: MC-11-03	Contract: Original (Days): Revised (Days): Remaining (Days):
	Contractor's Project No.: Engineer's Project No.: MC-11-03

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		\$ 1,000.00
TOTALS	\$ -	\$ 1,000.00
NET CHANGE BY		\$ (1,000.00)
CHANGE ORDERS		

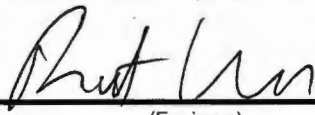
1. ORIGINAL CONTRACT PRICE	\$	141,340.00
2. Net change by Change Orders	\$	(1,000.00)
3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$	140,340.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	140,340.00
5. RETAINAGE:		
a. 0% x \$ 140,340.00 Work Complete	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	140,340.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	133,323.00
8. AMOUNT DUE THIS APPLICATION	\$	7,017.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	-

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 4-12-13

Payment of: \$ 7,017.00
(Line 8 or other - attach explanation of other amount)

is recommended by:  4/12/2013
(Engineer) (Date)

Payment of: \$ 7,017.00
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate (UNIT ITEM BIDS)

Contractor's Application

For (contract):							Application Number:			
Application Period:							Application Date:			
A			B	C	D	E	F		G	
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)/B	Balance to Finish (B - F)
Bid Item No.	Description									
1	6-inch PVC C-900 Water Main	2,005	\$38.00	\$76,190.00	2005	\$ 76,190.00	\$ -	\$ 76,190.00	100.00%	\$ -
2	16" X 6" Tapping Tee	1	\$4,150.00	\$4,150.00	1	\$ 4,150.00	\$ -	\$ 4,150.00	100.00%	\$ -
3	12" X 6" Tapping Tee	1	\$3,500.00	\$3,500.00	1	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%	\$ -
4	8" X 6" Tapping Tee	1	\$3,350.00	\$3,350.00	1	\$ 3,350.00	\$ -	\$ 3,350.00	100.00%	\$ -
5	6" X 6" Tapping Tee	2	\$3,200.00	\$6,400.00	2	\$ 6,400.00	\$ -	\$ 6,400.00	100.00%	\$ -
6	6" Gate Valve with Cast Iron Box	5	\$1,500.00	\$7,500.00	5	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%	\$ -
7	New Fire Hydrant Assembly	4	\$3,500.00	\$14,000.00	4	\$ 14,000.00	\$ -	\$ 14,000.00	100.00%	\$ -
8	Remove and Replace Exisitng Fire Hydrant	0	\$3,500.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
9	Air Vacuum Release Valves	0	\$6,000.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
10	Water Service Reconnection (Short)A	4	\$1,000.00	\$4,000.00	4	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%	\$ -
10	Water Service Reconnection (Short)B	5	\$900.00	\$4,500.00	5	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%	\$ -
11	Water Service Reconnection (Long)A	2	\$1,700.00	\$3,400.00	2	\$ 3,400.00	\$ -	\$ 3,400.00	100.00%	\$ -
11	Water Service Reconnection (Long)B	0	\$1,500.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
11	Water Service Reconnection (Long)C	5	\$1,600.00	\$8,000.00	5	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%	\$ -
12	8-Inch PVC SDR 26 Sewer Main	0	\$60.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
13	4-foot Diameter Manhole	0	\$4,500.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
14	Sewer Service Connection	0	\$1,000.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
15	4-inch PVC Sch 40 DWV Service Line	0	\$20.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
16	Asphalt Surface Repair	50	\$90.00	\$4,500.00	50	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%	\$ -
17	Concrete Surface Repair	10	\$85.00	\$850.00	10	\$ 850.00	\$ -	\$ 850.00	100.00%	\$ -
		0			0					
	</									



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Department: Peter Stasiak/Millie Vance
Prepared By: Millie Vance
Date Prepared: April 15, 2013

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

Subject

Consider and Act Upon, final acceptance of FY-10 CDBG Small Cities Grant Waterline Project as completed and authorizing Mayor to sign closeout documents.

Recommendation

Motion to approve authorizing the Mayor to sign the FY-10 CDBG Small Cities Grant Waterline Project closeout documents.

Discussion

Attachments:

- 1) Closeout Documents.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>04/15/13</u>

**OKLAHOMA DEPARTMENT OF COMMERCE (ODOC)
COMMUNITY DEVELOPMENT**

TRANSMITTAL CDBG CLOSEOUT DOCUMENTS

[illegible]

CDBG FINAL EXPENDITURE REPORT

Name of Grant Recipient:
City of McAlester

Contract Number:
14421 CDBG 10

INTEREST RECONCILIATION

TOTAL INTEREST EARNED	\$0.00
LESS INTEREST EXPENDED	\$0.00
BALANCE OF UNEXPENDED INTEREST	\$0.00

COST CATEGORY	CODE	TOTAL EXPENDITURES	BUDGET	REMAINING BALANCE
1. Planning	551020			\$0.00
2. Engineering	551030			\$0.00
3. Architecture	551031			\$0.00
4. Inspection	551032			\$0.00
5. Housing Rehabilitation	551049			\$0.00
6. Acquisition & Disposition	551050			\$0.00
7. Clearance/Demolition	551070			\$0.00
8. Utilities	551080			\$0.00
9. Water System	551090	\$73,874.00	\$73,874.00	\$0.00
10. Sewer System	551091			\$0.00
11. Solid	551100			\$0.00
12. Ambulance	551161			\$0.00
13. Fire Protection	551160			\$0.00
14. Handicap Accessibility	551044			\$0.00
15. Community Facility	551110			\$0.00
16. Senior Citizens Center	551112			\$0.00
17. Parks	551150			\$0.00
18. Streets	551180			\$0.00
19. Flood & Drainage	551190			\$0.00
20. Other (Specify)	551210			\$0.00
21. Sub-Total (Lines 1 thru 20)		\$73,874.00	\$73,874.00	\$0.00
22. Direct Grantee Admin.	551018			\$0.00
23. Public Facilities Admin.	551010			\$0.00
24. Total ADMIN (Lines 22 + 23)		\$0.00	\$0.00	\$0.00
25. Total CDBG Costs (Lines 21 + 24)		\$73,874.00	\$73,874.00	\$0.00
26. Other Federal Funds				\$0.00
27. State/Local Funds		\$74,126.00	\$74,126.00	\$0.00
28. Private Funds				\$0.00
29. Other				\$0.00
30. TOTAL MATCH FUNDS (Lines 26 thru 29)	555230	\$74,126.00	\$74,126.00	\$0.00
31. GRAND TOTAL (Lines 25 + 30)		\$148,000.00	\$148,000.00	\$0.00

CONTRACT CLOSEOUT CERTIFICATIONS

Grant Recipient Name: City of McAlester	Contract Number: 14421 CDBG 10
---	--------------------------------

I. FINAL CASH RECONCILIATION

- A. Total Cash Received Under This Contract (Include Cash in Transit) \$73,874.00
- B. Less: Total Expenditures This Contract \$73,874.00
- C. Excess Cash on Hand to be Refunded to ODOC \$ 0.00
- D. I certify that the expenditures reported are taken from the original books of account and that such expenditures are valid and consistent with the terms of this contract.
- E. I further certify that the attached check in the amount of \$0.00 fully represents all money received for but not expended in performance of this contract. (Same as Line C above).
- F. This amount is refunded to ODOC in accordance with the terms of the contract.

II. RELEASE

- A. Pursuant to the terms of this contract and in consideration of the Total Accrued Expenditures referred to in Line B above which have been paid or will be paid to the Grant Recipient, upon payment of any remaining balance to ODOC, the Grant Recipient does hereby remise, release, and discharge the State of Oklahoma (ODOC), and their officers, agents, and employees of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the performance of this contract.
- B. I understand that the Total Accrued Expenditures certified I-D above will become the final total obligated amount of this contract.

III. ASSIGNMENT OF REFUNDS REBATES, AND CREDIT

Pursuant to the terms of this contract and in consideration of payment of costs as provided in said contract, Grant Recipient does hereby:

- A. Assign, transfer, set over and release to ODOC all right, title, and interest to all refunds, rebates and credits or other amounts, including any interest thereon, arising out of the performance of this contract, together with all rights of action accrued or which may accrue thereunder.
- B. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts, including any interest thereon, due or which may become due, and to forward promptly by check made payable to ODOC any proceeds so collected.
- C. Agree to cooperate fully with ODOC as to any claim or suit in connection with such refunds, rebates, credits or other amounts due, including any interest thereon; to execute any protest, pleading, application, power of attorney or documents in connection therewith; and to permit ODOC to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

This Closeout was completed by:

Millie Vance
Name of Preparer

580-226-6489
Phone Number

Admin. Consultant
Title of Preparer

Millie Vance
Signature of Preparer

I Certify the information contained in this closeout is true and accurate to the best of our knowledge:

Signature of Clerk / Accountant

Cora Middleton, Clerk
Typed Name

Date

Signature of Chief Elected Official

Steve Harrison, Mayor
Typed Name and Title

Date

NOTICE OF PUBLIC HEARING

TOPIC: FY-10 Small Cities CDBG Grant, Waterline Project; Final Performance Report

On **April 23, 2013**, at **6:00 P.M.** the **City of McAlester** will hold a public hearing on accomplishments of it's **FY-10** Community Development Block Grant Project. The hearing will be held at the McAlester City Hall, Council Chambers Room located at First and Washington Streets.

Program accomplishments will be discussed with citizens providing the opportunity to ask questions and make input to the program.

Posted at: The City of McAlester, City Hall, 28 E. Washington, McAlester, OK 74501

Posted by: Cora Middleton, City Clerk

Date Posted: April 2, 2013



FINAL WAGE COMPLIANCE REPORT

Grant Recipient Name: City of McAlester	Contract Number: 14421 CDBG 10
Contact Person: Millie Vance	Telephone No.: 580-226-6489
Project Name: McAlester Small Cities CDBG W/S Project	Project Location: McAlester, OK
Construction Completion Date: 3/28/13	Contract Amount: \$141,340.00
Prime Contractor: McKee Utility Contractors, Inc.	
Subcontractors: R & M Utilities	

1. Were any workers paid less than the specified Davis-Bacon rates that applied to this project?

☐ Yes ☒ No

2. If YES:

a. What was the total amount of restitution paid? \$

b. What was the method of restitution?

☐ Paid by the Contractor

☐ Paid by Grant Recipient with funds withheld from payment to the Contractor

Firm

Affected Employees

Amount of
Restitution Paid

Nature of Violations

(Attach additional pages if necessary.)

3. Were any workers not paid the correct overtime payments? ☐ Yes ☐ No

If YES: Liquidated damages at the rate of \$10 for each calendar day for each worker must be calculated and the Contractor notified of his liability, and

4. Provide information concerning the nature of the overtime violations. This should include:

a. Firm's Name, Address and Phone Number:

b. Date Contractor was notified in writing of the amount of liquidated damages which could be assessed:

c. Date the Contractor responded to the written notice: (must be within 30 days of the receipt of notification):

d. Did the Contractor seek a reduction or waiver of the liquidated damages?

☐ Yes

☐ No

e. If YES: Was the requested approved and for what

☐

Yes - Reduction.

☐

Yes - Waiver.

☐

No.

f. On what grounds was HUD's or USDOL's response based?

g. Total amount of Liquidated Damages paid: \$

h. What was the method of payment of the Liquidated Damages?

☐

Paid by the Contractor

☐

Paid by the Grant Recipient with funds withheld from payment to the Contractor.

i. Did the Contractor appeal the final decision to assess Liquidated Damages to the Wage Appeals Board?

☐

Yes

☐

No

j. Attach copies of all correspondence relative to any Liquidated Damages.

5. If appropriate, attach a recommendation of and justification for sanctions against the Contractor.

Submitted by:

Signature

Date

4/23/13

Steve Harrison
Typed Name

Title

Mayor

CITY OF MCALESTER Report has been submitted.

April 6, 2013

Section 3 Summary ReportEconomic Opportunities for
Low and Very Low-Income PersonsU.S. Department of Housing
and Urban Development
Office of Fair Housing
and Equal OpportunityOMB Approval No.2529-0043
(exp. 8/17/2015)

HUD Field Office : : OKLAHOMA CITY, OK

See Public Reporting Burden Statement below

1. Recipient Name:

City of McAlester

Recipient Address: (street, city, state, zip)P. O. Box 578
McAlester, Oklahoma 74501**2. Agency ID:**

14421

3. Total Amount of Award: \$ 73,874
Amount of All Contracts Awarded: \$ 73,874**4. Contact Person:**

Millie Vance

5. Phone: 580-226-6489**Fax:** 580-226-9781**E-Mail:** millievance@att.net**6. Reporting Period:** Quarter 4 of Fiscal Year 2013**7. Date Report Submitted:**

04/06/2013

8. Program Code-Name:

8-CDBG-State Administered

Program Codes:

3A = Public/Indian Housing Development

4 = Homeless Assistance

7 = CDBG-Entitlement

10= Other Housing Programs

1 = Flexible Subsidy

3B = Public/Indian Housing Operation

5 = HOME Assistance

8 = CDBG-State Administered

2 = Section 202/811

3C = Public/Indian Housing Modernization

6 = HOME-State Administered

9 = Other CD Programs

Part I. Employment and Training (Columns B, C, and F are mandatory fields.)					
A Job Category	B Number of New Hires	C Number of New Hires that are Sec.3 Residents	D % of Section 3 New Hires	E % of Total Staff Hours for Section 3 Employees	F Number of Section 3 Trainees
Professionals	0	0	0.00 %	0.00 %	0
Technicians	0	0	0.00 %	0.00 %	0
Office/Clerical	0	0	0.00 %	0.00 %	0
Officials/Managers	0	0	0.00 %	0.00 %	0
Sales	0	0	0.00 %	0.00 %	0
Craft Workers (skilled)	0	0	0.00 %	0.00 %	0
Operatives (semiskilled)	1	0	0.00 %	0.00 %	0
Laborers (unskilled)	0	0	0.00 %	0.00 %	0
Service Workers	0	0	0.00 %	0.00 %	0
Other (List)	0	0	0.00 %	0.00 %	0
Total	1	0			0

Part II. Contracts Awarded**1. Construction Contracts:**

- A. Total dollar amount of all construction contracts awarded on the project \$ 73,874
- B. Total dollar amount of construction contracts awarded to Section 3 businesses \$ 0
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses 0.00 %
- D. Total number of Section 3 businesses receiving construction contracts 0

2. Non-Construction Contracts:

- A. Total dollar amount of all non-construction contracts awarded on the project \$ 0
- B. Total dollar amount of non-construction contracts awarded to Section 3 businesses \$ 0
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses 0.00 %
- D. Total number of Section 3 businesses receiving non-construction contracts 0

Part III. Summary of Efforts

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Select **yes** to all that apply)

Yes Recruited low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

No Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

No Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

No Coordinated with Youthbuild Programs and administered in the metropolitan area in which the Section 3 covered project is located.

No Other; describe below.

Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency

may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013

Item Number: 5

Department: Finance

Prepared By: Toni Ervin, CFO

Account Code: _____

Date Prepared: April 15, 2013

Budgeted Amount: _____

Exhibits: 2

Subject

Discussion and update on Financials as of March 31, 2013. *(Toni Ervin, Chief Financial Officer)*

Recommendation

Discussion

- 1) Sales Tax Summary
- 2) Financial Report as of March 31, 2013.

Approved By

Initial

Date

Department Head

TE

04/15/13

City Manager

P. Stasiak

PJS

04/15/13

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS - 4/2013

Analysis A - These numbers are calculating by evenly dividing budgets and multiplying projections. (ie: 9 months divided by 12)

			YTD		% of the year complete (10/12)	Projected Year End	Budget less Projected	Budget (10/12)	Projected Annual Difference (over budget)
Fund		Budget for year	Collections (through APRIL 2013)						
01	General	2 cents	8,340,300	6,474,986	0.8333	7,769,983	570,317	6,950,250	475,264
26	Educational	0.25cent	1,040,000	809,373	0.8333	971,248	68,752	866,667	57,293
30	Economic Development	0.25cent	1,040,000	809,373	0.8333	971,248	68,752	866,667	57,293
38	Dedicated Sales Tax	1 cent	4,100,000	3,237,493	0.8333	3,884,991	215,009	3,416,667	179,174
			14,520,300	11,331,225		13,597,470	922,830		769,025

Analysis B - These numbers are calculating by using three year average numbers for percentage of year completion on total collections and budgets.

			YTD		% of year collected (3 yr average)	Projected Year End	Budget less Projected	Budget per 3 year average	Projected Annual Difference (over budget)
Fund		Budget for year	Collections (through APRIL 2013)						
01	General	2 cents	8,340,300	6,474,986	0.8284	7,815,880	524,420	6,909,436	434,450
26	Educational	0.25cent	1,040,000	809,373	0.8284	976,985	63,015	861,577	52,204
30	Economic Development	0.25cent	1,040,000	809,373	0.8284	976,985	63,015	861,577	52,204
38	Dedicated Sales Tax	1 cent	4,100,000	3,237,493	0.8284	3,907,940	192,060	3,396,603	159,110
			14,520,300	11,331,225		13,677,790	842,510		697,968

Current Year -

General Fund Collections

Collections Average based on General Fund Only.

	2009-2010	%of year	2010-2011	%of year	2011-2012	%of year	3 yr average
744,546 JUL	649,642	0.0883	713,979	0.0903	683,545	0.0820	0.0869
638,574 AUG	627,034	0.0853	670,445	0.0848	679,990	0.0816	0.0839
642,133 SEP	586,257	0.0797	612,072	0.0774	676,593	0.0812	0.0794
663,465 OCT	586,689	0.0798	657,719	0.0832	746,880	0.0896	0.0842
606,497 NOV	541,663	0.0737	638,467	0.0807	656,722	0.0788	0.0777
665,163 DEC	595,296	0.0809	639,636	0.0809	654,341	0.0785	0.0801
667,177 JAN	589,186	0.0801	689,396	0.0872	743,509	0.0892	0.0855
657,434 FEB	707,710	0.0962	707,810	0.0895	719,618	0.0863	0.0907
582,693 MAR	569,761	0.0775	585,397	0.0740	694,010	0.0833	0.0783
607,303 APR	597,832	0.0813	613,066	0.0775	721,688	0.0866	0.0818
MAY	657,447	0.0894	709,431	0.0897	715,002	0.0858	0.0883
JUN	645,670	0.0878	671,862	0.0849	642,156	0.0771	0.0833

CITY OF McALESTER
ENCUMBRANCE FINANCIAL REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2013

01 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	10,069,900	9,613,612	689,068.98	7,122,863.43	0.00	2,490,748.57	74.09
LICENSES AND PERMITS	86,000	86,000	8,282.00	84,194.00	0.00	1,806.00	97.90
GRANTS	32,000	192,000	1,406.00	15,283.90	0.00	176,716.10	7.96
CHARGES FOR SERVICES	1,967,200	1,840,200	143,647.83	1,368,642.11	0.00	471,557.89	74.37
FINES AND FORFEITURES	661,200	661,200	61,190.99	478,245.13	0.00	182,954.87	72.33
MISCELLANEOUS	173,500	173,500	8,746.11	155,887.51	0.00	17,612.49	89.85
APPROP. FUND BALANCE	56,607	289,229	0.00	0.00	0.00	289,229.00	0.00
TOTAL REVENUE	13,046,407	12,855,741	912,341.91	9,225,116.08	0.00	3,630,624.92	71.76
=====							
<u>EXPENDITURE SUMMARY</u>							
101-CITY COUNCIL	152,980	145,330	2,403.72	98,304.18	3,725.20	43,300.62	70.21
210-CITY MANAGER	283,971	331,701	35,902.63	238,404.74	44,141.70	49,154.56	85.18
211-FINANCE	293,117	266,844	16,535.25	198,196.98	300.00	68,347.02	74.39
212-CITY CLERK	115,879	108,791	9,702.24	83,875.86	647.00	24,268.14	77.69
213-MUNICIPAL COURT	174,246	173,067	18,367.20	122,927.50	0.00	50,139.50	71.03
214-LEGAL	114,234	159,234	7,023.68	109,828.13	41,428.30	7,977.57	94.99
225-INFORMATION SERVICES	142,697	138,697	11,840.00	108,736.21	375.00	29,585.79	78.67
320-CID CRIMINAL INVEST	613,991	613,991	47,884.17	446,342.24	513.86	167,134.90	72.78
321-PATROL	2,936,213	2,972,630	231,789.69	2,175,134.86	16,978.10	780,517.04	73.74
322-ANIMAL CONTROL	87,648	100,848	4,987.58	55,618.65	181.25	45,048.10	55.33
324-COMMUNICATIONS	164,991	152,826	10,660.46	104,963.30	327.81	47,534.89	68.90
431-FIRE	2,711,552	3,019,014	239,408.78	2,220,522.02	7,299.58	791,192.40	73.79
432-E M S	104,300	99,200	8,690.61	65,535.20	4,179.38	29,485.42	70.28
542-PARKS	849,235	927,373	100,763.21	712,962.02	2,939.08	211,471.90	77.20
543-SWIMMING POOL	138,037	148,426	14.88	92,665.73	5,223.29	50,536.98	65.95
544-RECREATION	235,602	246,385	19,453.70	164,153.52	1,255.39	80,976.09	67.13
547-CEMETERY	340,310	431,615	38,429.39	335,452.41	1,709.53	94,453.06	78.12
548-FACILITY MAINTENANCE	290,982	304,877	19,208.20	194,393.83	5,804.90	104,678.27	65.67
652-PLANNING & COMM DEV	457,138	588,736	16,809.81	257,817.28	594.55	330,324.17	43.89
653-HUMAN RESOURCES/RISK	257,117	257,117	13,907.97	168,394.88	3,947.78	84,774.34	67.03
865-STREETS	1,710,502	1,723,138	71,396.72	786,702.09	53,596.33	882,839.58	48.77
215-INTERDEPARTMENTAL	1,486,631	930,537	63,701.73	492,161.34	17,432.48	420,943.18	54.76
TOTAL EXPENDITURES	13,661,373	13,840,377	988,881.62	9,233,092.97	212,600.51	4,394,683.52	68.25
=====							
REVENUE OVER/ (UNDER) EXPENDITURES	(614,966)	(984,636)	(76,539.71)	(7,976.89)	(212,600.51)	(764,058.60)	22.40
OTHER FINANCING SOURCES	1,808,645	1,743,051	121,970.67	1,377,139.99	0.00	365,911.01	79.01
OTHER FINANCING USES	1,193,679	758,415	98,722.75	636,290.94	0.00	122,124.06	83.90
NET OTHER SOURCES & USES	614,966	984,636	23,247.92	740,849.05	0.00	243,786.95	75.24
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	0	0	(53,291.79)	732,872.16	(212,600.51)	(520,271.65)	0.00

ENCUMBRANCE FINANCIAL REPORT (UNAUDITED)

AS OF: MARCH 31ST, 2013

02 -MPWA

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	10,098,400	9,611,756	614,303.09	6,850,799.59	0.00	2,760,956.41	71.28
MISCELLANEOUS	28,600	28,600	6,095.40	114,345.23	0.00	(85,745.23)	399.81
APPROP. FUND BALANCE	0	292,096	0.00	0.00	0.00	292,096.00	0.00
TOTAL REVENUE	10,127,000	9,932,452	620,398.49	6,965,144.82	0.00	2,967,307.18	70.13
<u>EXPENDITURE SUMMARY</u>							
216-UTILITY BILL & COLL	495,561	490,208	31,169.22	367,945.89	300.00	121,962.11	75.12
864-LANDFILL	318,242	279,160	18,970.21	202,242.18	4,128.91	72,788.91	73.93
866-REFUSE COLLECTION	1,831,412	1,873,155	199,130.48	1,364,210.17	1,328.00	507,616.83	72.90
871-ENGINEERING	415,099	482,099	28,528.33	326,403.17	47,059.48	108,636.35	77.47
972-UTILITIES ADMIN DEPT	154,081	154,200	11,293.96	111,989.03	233.49	41,977.48	72.78
973-WASTEWATER TREATMENT	800,520	792,353	74,276.58	578,402.80	23,534.36	190,415.84	75.97
974-WATER TREATMENT	2,009,506	1,988,079	80,338.70	811,708.74	1,027,558.19	148,812.07	92.51
975-UTILITY MAINTENANCE	1,079,387	1,027,940	110,422.80	761,249.34	42,941.73	223,748.93	78.23
267-INTERDEPARTMENTAL	1,214,547	917,067	47,649.89	421,887.70	30,699.77	464,479.53	49.35
TOTAL EXPENDITURES	8,318,355	8,004,261	601,780.17	4,946,039.02	1,177,783.93	1,880,438.05	76.51
REVENUE OVER/(UNDER) EXPENDITURES	1,808,645	1,928,191	18,618.32	2,019,105.80	(1,177,783.93)	1,086,869.13	43.63
OTHER FINANCING USES	1,808,645	1,928,191	121,970.67	1,377,139.99	0.00	551,051.01	71.42
NET OTHER SOURCES & USES	(1,808,645)	(1,928,191)	(121,970.67)	(1,377,139.99)	0.00	(551,051.01)	71.42
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	0	0	(103,352.35)	641,965.81	(1,177,783.93)	535,818.12	0.00



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Department: CM
Prepared By: Cora Middleton, City Clerk
Date Prepared: April 15, 2013

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

Subject

Consider, and act upon, authorizing the Mayor to sign a Resolution calling for a Special Election on the 13th day of August, 2013, submitting to the registered, qualified voters of the City of McAlester a question concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation.

Recommendation

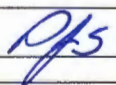
Motion to approve authorizing the Mayor to sign a Resolution calling for a Special Election on August 13, 2013 concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation.

Discussion

Attachments:

- 1) Resolution
- 2) Proclamation

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	04/15/13
City Manager	P. Stasiak 	04/15/13

RESOLUTION

A RESOLUTION CALLING FOR AND GIVING NOTICE TO
THE SECRETARY OF THE PITTSBURGH COUNTY
ELECTION BOARD OF A SPECIAL ELECTION IN THE CITY
OF MCALESTER, OKLAHOMA, AND AUTHORIZING THE
MAYOR TO SIGN AND ISSUE AN ELECTION
PROCLAMATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER,
OKLAHOMA

That the City Council of the City of McAlester, Oklahoma, a municipal corporation, in open session at its regularly scheduled meeting on the date below, hereby calls a Special Election on the 13th day of August, 2013, for the purpose of submitting to the registered, qualified voters of the City of McAlester, the following question:

MUNICIPAL QUESTION NO. _____

Shall Ordinance No. 2458 of the City of McAlester, Oklahoma, an ordinance granting to Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas, its successors and assigns, for a period of twenty-five years from approval and acceptance of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the transportation, distribution and sale of gas to consumers and the public generally in the city of McAlester; defining the words and phrases therein; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for grantee's rules and regulations; requiring grantee to pay a franchise fee of (2%) of gross sales; providing for the submission of this ordinance to an election of the qualified voters of the City; providing for acceptance of franchise by grantee and operative date thereof; and declaring an emergency; be approved by the people?

Notice of this election is hereby given to the Secretary of the Election Board of Pittsburgh County.

The Mayor of the City of McAlester is hereby authorized and directed to issue a proper and lawful call and proclamation of such special election to be held on such date as aforesaid for said purpose, prescribing in said proclamation of the proposition to be voted upon, the time of opening and closing the polls, and all other things prescribed by law, or the ordinances of the City of McAlester, Oklahoma.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

MAYOR

(SEAL)

ATTEST:

CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2013.

CITY ATTORNEY

I, _____, Election Secretary of the
Pittsburgh County Election Board, do hereby acknowledge receipt of the Resolution as
passed by the City Council on the date shown above.

DATED at _____, Oklahoma, this ____ day of _____, 2013.

#24173v1

SPECIAL ELECTION PROCLAMATION

By virtue of the authority vested in me by the Constitution and laws of the State of Oklahoma, and the provisions of Ordinance No. 2458, duly passed by the City Council of McAlester, Oklahoma, on the 26th day of March, 2013, a special election is hereby called, ordered and proclaimed to be held in McAlester, Oklahoma, on the 13th day of August, 2013, for the purpose of submitting to the qualified electors residing within the corporate limits of McAlester, Oklahoma, with the following proposition, to-wit:

Shall Ordinance No. 2458 of the City of McAlester, Oklahoma, granting to Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas, its successors and assigns, for a period of twenty-five years from approval and acceptance of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the transportation, distribution and sale of gas to consumers and the public generally in the city of McAlester; defining the words and phrases therein; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for grantee's rules and regulations; requiring grantee to pay a franchise fee of (2%) of gross sales; providing for the submission of this ordinance to an election of the qualified voters of the City; providing for acceptance of franchise by grantee and operative date thereof; and declaring an emergency; be approved by the people?

The ballot to be used at said election shall be substantially as follows:

Shall Ordinance No. 2458 of the City of McAlester, Oklahoma, granting to Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas, its successors and assigns, for a period of twenty-five years from approval and acceptance of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the transportation, distribution and sale of gas to consumers and the public generally in the city of McAlester; defining the words and phrases therein; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for grantee's rules and regulations; requiring grantee to pay a franchise fee of (2%) of gross sales; providing for the submission of this ordinance to an election of the qualified voters of the City; providing for acceptance of franchise by grantee and operative date thereof; and declaring an emergency; be approved by the people?

_____ YES

_____ NO

Explanatory Note: The voter will indicate his preference by marking at the place designated in front of the word "YES" or "NO."

The polls for said election shall be opened at 7:00 a.m., and shall remain open until 7:00 p.m. on said 13th day of August, 2013.

The results of said election shall be returned to and canvassed by the County Election Board of Pittsburgh County, State of Oklahoma, pursuant to the laws of the State of Oklahoma in such cases made and provided.

Given under my hand and seal at McAlester, Oklahoma, this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

(SEAL)



McAlester City Council

AGENDA REPORT

Meeting Date: 04/23/2013
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 04/15/2013

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

Subject

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.

Recommendation

Motion to approve the purchase of tools and equipment for the Brush Truck, 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.

Discussion

Grass Fire season is upon us and our Grass Rig/Brush Truck is in need of misc tools and equipment. I have included several estimates and quotes for the items needed. The total cost not to exceed \$6,000.00. The funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Attachments:

6-Quotes
1-County Fund Balance Sheet

Approved By

	Initial	Date
Department Head	BB	04/15/2013
City Manager	P. Stasiak <i>P/S</i>	04/15/2013

ADVANTAGE TRUCK & AUTO
ACCESSORIES, INC.
1303 N. MAIN ST.
MCALESTER, OK 74501

ESTIMATE

DATE	ESTIMATE NO.
4/1/2013	4983

NAME / ADDRESS
CITY OF MCALESTER P.O.BOX 578 MCALESTER, OK 74502

PROJECT

QTY.	ITEM	DESCRIPTION	COST	TOTAL
1	SP ORDER	RANCHHAND FRONT BUMPER REPLACEMENT	1,275.00	1,275.00
1	LABOR	LABOR	75.00	75.00
TOTAL				\$1,350.00

**DeFRANGE AUTOCRAFTS
&
TRUCK ACCESSORIES**

Dana, Lana, Angelo & Carmena
P. O. Box 1500 - Krebs, OK 74554
(918) 426-1079

Name <i>City of McAlester</i>		Date <i>4/2/13</i>	
Address			
SOLD TO <i>(Estimate)</i>		CASH <input checked="" type="checkbox"/>	CHARGE <input checked="" type="checkbox"/>
QTY.	DESCRIPTION	PRICE	AMOUNT
	<i>OTD</i>		
	<i>Under Bod Boxes</i>	<i>395</i>	<i>00</i>
	<i>36X18X18</i>	<i>280</i>	<i>00</i>
	<i>48X24X18</i>		
		TAX <i>EXEMPT</i>	
		TOTAL	

Thank You!

*Fire & Safety Co., Inc.***Quotation**

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:
McAlester Fire Department
ATTN: Chief Brewer
McAlester, OK

Quotation Date:	4/3/2013
Estimated Ship Date:	30 Days ARO
Shipped Via:	Delivered
F.O.B.	McAlester Fire Department
Terms:	Net 30 Days

brett.brewer@cityofmcalester.com

Quantity	Description	Unit Price	Total
1	Hannay - EF1520-17-18- Electric Rewind Hose Reel With A "C" Style Roller Assy., 40 Amp Circuit Breaker & Bracket.	\$ 769.00	\$ 769.00
1	Chief - 1/2" X 150' - High Pressure Hose.	\$ 195.00	\$ 195.00
1	H & H - High Pressure Spray Gun With Quick Connect Couplings.	\$ 210.00	\$ 210.00
1	Goodyear - 1" X 150' - Booster Hose. Coupled NST.	\$ 655.00	\$ 655.00
1	Task Force - DS1024- 1" Twister Nozzle. 10 - 24 GPM.	\$ 216.00	\$ 216.00
1	Brooks - 20# ABC Fire Extinguisher.	\$ 135.00	\$ 135.00
1	Brooks - 15HB- Fire Extinguisher Vehicle Bracket.	\$ 55.00	\$ 55.00
2	Nupla - 72245- Pointed Shovel With Fiberglass Handle.	\$ 39.00	\$ 78.00
2	Nupla - 69214- Fire Rake With Fiberglass Handle.	\$ 46.00	\$ 92.00
1	C & S - Drip Torch With Vehicle Bracket.	\$ 220.00	\$ 220.00
	Shipping-	\$0.00	\$0.00

Richard Payne

Richard Payne, Sales Manager \$ 2,625⁰⁰

***This quotation 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.***

Apr. 11. 2013 11:38AM



NORTHERN[®]
TOOL + EQUIPMENT

2800 Southcross Drive West
P.O. Box 1219
Burnsville, MN 55337-0219
Phone 800-533-5545

Invoice Date
Invoice Number
Order Number 37347528 SO
Customer No 1483570
PO# *Quote*

Sold To:

Ship To:

CITY OF MCALESTER

CITY OF MCALESTER

PO BOX 578
MCALESTER

OK 7450205

MCALESTER

OK 74501

Ordered	Ship	Backorder	Item Number	Description	Unit Price	Extension
1	1		24575	B&S 1450 SERIES 305	569.9900	569.99
			FREIGHT	UPS GROUND BUSINESS	31.1500	31.15
			FREIGHT-DISCON	Freight Discounts	31.1500	31.15-

Attn: Brett Brewer

* 30 DAY PRINT TO DS FOR RGA (NOT GASSED/OILED) AFTER REFER TO MFG
 * FLANGE MOUNT BOLT CIRCLES: 3-5/8", 5", 6-1/2"
 * BASE: 7-11/16"L X 3-15/16"W
 * 14.5 FT LBS GROSS TORQUE
 * OHV DESIGN/ ELECTRIC START
 * FLOAT FEED CARBURETOR
 * STANDARD W/ 1" SHAFT * 1" DIA X 2-29/32"L

Taxable Amount

Order Total 569.99
 Freight
 % Tax

Balance 569.99

Payment

~~Balance Due~~ 569.99
Quote

Thank You For Your Patronage!

- Receipt must be presented with all returns or exchanges
- No returns without authorization
- For customer service call (800) 222-5381

918-423-6910

Welcome Guest Sign In Create Account Order Status 0 Items



What can we help you find today?

Search

Customer Solutions: 1-877-718-6750

Shop

Gift Cards

Stores

Know How

Out Here

Current Ad

My Store: MCALESTER, OK

Change Store

Agriculture Clothing & Footwear Fencing Heating Horse Lawn & Garden Livestock Outdoor Power Pet Tools & Safes Trailers Welding View All



Home > Outdoor Power > Power Trimmers, Blowers & Parts > Blowers > Husqvarna® 350BT Back Pack Blower, CARB Compliant

Husqvarna® 350BT Back Pack Blower, CARB Compliant

More Share | Share Share Share

\$299.99



Read all 238 reviews Write a review

Have A Question
or Need Help
Placing Your
Order?

Call Us!

1-877-718-6750

Monday-Saturday
8am-9pm CST
Sunday 9am-6pm CST

Closed New Year's Day,
Easter, Thanksgiving and
Christmas

In Stock - Order Online

Quantity 1

Add to Cart

Add To Wish List

In Select Stores - Check Availability

74501 Check store availability

SKU 4431635

Blower | Brand : Husqvarna® | Type :
Backpack Blower | Fuel Type : Gasoline |
Maximum Air Velocity : 180 MPH |
Maximum Air Flow Rate : 710 CFM |
Cylinder Displacement : 50 cc | Fuel
Capacity : 70.9 fl. oz. | Decibel Level :
92dba/76dba More

Zoom



Description Specifications More Information Reviews

The Husqvarna® 350BT Back Pack Blower is a powerful back pack blower suitable for large properties or commercial users. The 50cc X-Torq engine delivers up to 20% additional power over conventional 2 cycle engines while reducing emissions by 60%. The fully adjustable harness and controls are ergonomically designed for operator comfort and increased productivity. The throttle control is mounted on the tube and is fully adjustable. Cruise control allows the operator to lock the throttle for maximum velocity. The 710cfm rating/180 MPH (at the tube) make it one of the highest velocity blowers in this CC range.

- DBA ratings (Decibels) 92dba/76dba noise level
- 15m Ansi B 175.2
- 2 year limited warranty
- CARB Compliant

This product is gas powered. Please see our Terms & Conditions for specific instructions for product repairs and returns.



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farm or ranch project ideas,
favorite recipes or pet photos!

Connect With Us

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

4/16/2013
10:43:11AM

Appropriation Ledger

Account FD-MCAL-2: MCALESTER FIRE DEPT M&O

Fiscal Year 2012-2013

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	1/7/2013	MONTHLY APPROPRIATION			\$6020.90	DECEMBER 2012			88,031.75	2,265.00	85,766.75
	1/22/2013	TRANSFER			\$-40000.00	TRANSFER TO FD-MCAL-3			48,031.75	2,265.00	45,766.75
	2/4/2013	MONTHLY APPROPRIATION			\$5284.43	JANUARY 2013			53,316.18	2,265.00	51,051.18
	2/25/2013	TEXAS AMERICA SAFETY CO	005012			\$1,905.00	3/4/2013	001218	51,411.18	360.00	51,051.18
	2/25/2013	MOTOROLA SOLUTIONS	005637			\$360.00	3/5/2013	001219	51,051.18	0.00	51,051.18
	3/4/2013	MONTHLY APPROPRIATION			\$5237.73	FEBRUARY 2013			56,288.91	0.00	56,288.91
	3/7/2013	MIDWEST PRINTING	007746	\$85.00					56,288.91	85.00	56,203.91
	3/13/2013	BEAUTIFUL ROOMS	007887	\$4,788.00					56,288.91	4,873.00	51,415.91
	4/1/2013	MONTHLY APPROPRIATION			\$5276.05	MARCH 2013			61,564.96	4,873.00	56,691.96
	4/8/2013	BEAUTIFUL ROOMS	007887			\$4,788.00	4/15/2013	001474	56,776.96	85.00	56,691.96
	4/15/2013	TRANSFER			\$-25000.00	TRANSFER TO FD-MCAL-3			31,776.96	85.00	31,691.96
	4/15/2013	Range Totals:		\$4,873.00	\$0.00	\$7,053.00					

Year Total:

\$9,828.50

\$0.00

\$9,743.50

\$31,776.96

\$85.00

\$31,691.96

* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

4/16/2013
10:43:11AM

Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY

Fiscal Year 2012-2013

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	1/22/2013	TRANSFER			\$40000.00				44,733.99	1,800.00	42,933.99
	1/24/2013	CHIEF FIRE & SAFETY	006484	\$30,320.00					44,733.99	32,120.00	12,613.99
	1/24/2013	MUSKOGEE COMMUNICATI	006485	\$3,102.80					44,733.99	35,222.80	9,511.19
	1/24/2013	BULLEX	006486	\$4,123.00					44,733.99	39,345.80	5,388.19
	2/25/2013	GALL S INC	005636		\$-475.02				44,733.99	38,870.78	5,863.21
	2/25/2013	GALL S INC	005636			\$1,324.98	3/5/2013	001220	43,409.01	37,545.80	5,863.21
	2/25/2013	CHIEF FIRE & SAFETY	006484			\$30,320.00	3/4/2013	001221	13,089.01	7,225.80	5,863.21
	3/11/2013	BULLEX	006486			\$4,123.00	3/22/2013	001316	8,966.01	3,102.80	5,863.21
	4/11/2013	GALL S INC	008767	\$1,844.91					8,966.01	4,947.71	4,018.30
	4/15/2013	TRANSFER			\$25000.00				33,966.01	4,947.71	29,018.30
	4/15/2013	Range Totals:		\$39,390.71	\$-475.02	\$35,767.98					

Year Total: \$41,190.71

\$-475.02

\$35,767.98

\$33,966.01

\$4,947.71

\$29,018.30

* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

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McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Department: City Manager
Prepared By: Peter J. Stasiak
Date Prepared: April 15, 2013

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

Subject

Consider and act upon, a Resolution to adopt the Capital Improvement Program 2013/2014-2017/2018.

Recommendation

Motion to approve the Resolution adopting the Capital Improvement Program for 2013/2014-2017/2018.

Discussion

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

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

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

04/15/13

RESOLUTION NO. _____

Capital Improvement Plan 2013/2014 – 2017/2018

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester, Oklahoma, hereby approves the Capital Improvement Plan 2013/2014 – 2017/2018.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 23rd day of April, 2013.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

City of McAlester

Notice of Public Hearing: 2013/2014–2017/2018 Capital Improvement Program

The McAlester City Council will hold a public hearing on the 2013/2014–2017/2018 Capital Improvement Program. The public hearing will be held on Tuesday, April 23, 2013, during the City Council meeting that begins at 6:00 p.m. at City Hall, 28 E. Washington. The purpose of the hearing is to receive public input on the proposed Capital Improvement Program.

The 2013/2014–2017/2018 Capital Improvement Program document consists of a schedule listing capital projects together with cost estimates and the proposed method of financing them. The proposed Capital Improvement Program for 2013/2014–2017/2018 is \$2,862,985.

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

The detailed Capital Improvement Program of the City of McAlester, 2013/2014–2017/2018 will be available for inspection by the public during regular hours of operation (8:00 a.m. to 5:00 p.m.) beginning March 18th at:

- City Clerk's Office – 28 E. Washington
- City Chief Financial Officer – 28 E. Washington
- City of McAlester Website (cityofmcalester.com)

CITY OF MCALESTER, OKLAHOMA

By: Steve Harrison, Mayor

Posted By:

Cora McAlester, City Clerk

Date Posted:

03/13/13

PROOF OF PUBLICATION

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

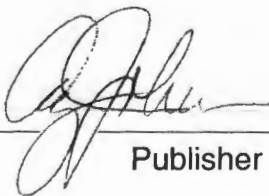
I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion.....3/14.....2013
2nd Insertion.....2013
3rd Insertion.....2013
4th Insertion.....2013
5th Insertion.....2013

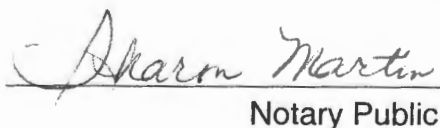
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee.....\$ 38.²⁰


Publisher

SUBSCRIBED and sworn to before me this

14 day of March, 2013.


Notary Public

#00002414

My Commission expires: 03/23/16



(Published in the
McAlester News-
Capital March 14,
2013)

City of McAlester

Notice of Public
Hearing:
2013/2014-2017/201
8 Capital
Improvement
Program

The McAlester City Council will hold a public hearing on the 2013/2014-2017/2018 Capital Improvement Program. The public hearing will be held on Tuesday, April 23, 2013, during the City Council meeting that begins at 6:00 p.m. at City Hall, 28 E. Washington. The purpose of the hearing is to receive public input on the proposed Capital Improvement Program.

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2013/2014-2017/2018 will be available for inspection by the public during regular hours of operation (8:00 a.m. to 5:00 p.m.) beginning March 18th at:
City Clerk's Office -
28 E. Washington
City Chief Financial Officer - 28 E. Washington

City of McAlester
Website (cityofmc-
alester.com)

CITY OF
MCALISTER,
OKLAHOMA

By: Steve Harrison,
Mayor

Posted By: Cora
Middleton, City Clerk
Date Posted:
3/13/2013



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: April 15, 2013

Item Number: 9
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

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

Recommendation

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

Discussion

The Amendment for approval is to provide a redesign and re-bid package and specifications /bid documents for "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions; and Improve Runway Object Free Area (ROFA) East of Runway 2-20," AIP Projects 3-40-0057-011-2011 and 3-40-0057-012-2011 at McAlester Regional Airport.

Attachment:

1. Amendment

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	April 15, 2013
City Manager	P. Stasiak <i>PJS</i>	April 15, 2013



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: April 15, 2013

Item Number: 10
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Consider and act upon a Personal Services Agreement with Jim Grego for haybaling on the McAlester watershed, the Steven Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$7,250.00.

Recommendation

Motion to approve a Personal Services Agreement with Jim Grego for haybaling in the amount of \$7,250.00.


Discussion

The Community Services Department received (6) bids for haybaling on the McAlester Water Shed, the Steven Taylor Industrial Park and Hwy 31 west of the Indian Nation Turnpike. The high bidder was Jim Grego in the amount of \$7,250.00. Mr. Grego meets the terms of our agreement.

Attachments:

1. Personal Service Agreement.
2. Bid Tabulation Sheet.
3. Payment (Check).
4. Insurance Verification.

Approved By

	Initial	Date
Department Head	MWP	04/15/13
City Manager	P. Stasiak 	04/15/13

Personal Service Agreement
By and Between the City of McAlester and Jim Grego

This Personal Service Agreement made and entered into this 12th day of April, 2013, by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and Jim Grego, an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

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

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

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

1. **GRANT**

For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on City property known as the McAlester Water Shed, Hwy 31 West of Indian Nation Turnpike, and Steve Taylor Industrial Park (the "Property").

2. **TERM**

This Agreement shall commence the 1st day of May, 2013, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 1st day of May, 2014 (the "Term").

3. **PAYMENT**

The Contractor shall pay the City cash equal to Seven Thousand Two Hundred Fifty Dollars and no/cents (\$ 7,250.00) for the Term of this Agreement. All sums due to City shall become due and payable within 10 days of approval by the City Council. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.

4. **USE**

A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.

14. MISCELLANEOUS DRAFTING PROVISIONS

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

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

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

CITY OF McALESTER
An Oklahoma Municipal Corporation

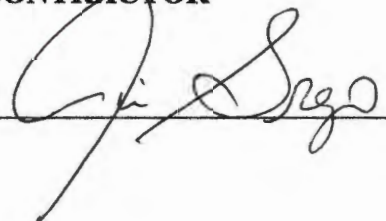
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

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

CONTRACTOR



APPROVED AS TO FORM:

Joe Ervin, City Attorney

BID TABULATION SHEET

Hay Baling Contract- City of McAlester Properties

Bid Opening
April 12, 2013 2:00 PM

<u>Bidder</u>	<u>Amount</u>
<u>Harold Hearod</u>	<u>\$ 4,500.00</u>
<u>(918) 426-1724</u>	
<u> </u>	
<u>Zack Stebbins</u>	<u>\$ 1,994.00</u>
<u>(918) 424-4040</u>	
<u> </u>	
<u>QwikGro (Glenn Lance)</u>	<u>\$ 7,125.00</u>
<u>(918) 329-6018</u>	
<u>(918) 429-6396</u>	
<u> </u>	
<u>Larry Winters</u>	<u>\$ 3,750.00</u>
<u>(918) 429-9134</u>	
<u> </u>	
<u>Bobby Stowers</u>	<u>\$1,650.00</u>
<u>(918) 424-8370</u>	
<u> </u>	
<u>Jim Grego</u>	<u>\$ 7,250.00</u>
<u>(918)232-5763</u>	

JIM OR SANDY GREGO
PH. 918-232-5763
6179 NW BOWERS ROAD
WILBURTON, OK 74578

5315
86-230/1031

4-12-13

Date

Pay to the
Order of

City Of McAlesper

\$ 7250.00

Seven thousand two hundred fifty

Dollars



Security
Features
Details on
Back.

Latimer State Bank
918-465-2327 Member FDIC
301 West Main
Wilburton, OK 74578

For

[Signature]

MP

230110230015315 #230110230015

Hartland Clarke

MAROON SHEFFIELD™

CERTIFICATE OF INSURANCE

ISSUE DATE: 4/18/2013

PRODUCER:AgSECURITY INSURANCE COMPANY
2501 NORTH STILES
OKLAHOMA CITY, OK 73106THIS CERTIFICATE IS ISSUED AS A MATTER OF
INFORMATION ONLY AND CONFERS NO RIGHTS UPON
THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES
NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES BELOW.**INSURED:**GREGO JAMES OR SANDRA
6179 NW BOWERS RD
WILBURTON OK 74578-3548**COMPANY AFFORDING COVERAGE:***AgSecurity Insurance Company*THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY
REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY
THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ALL LIMITS IN <u>THOUSANDS</u>	
GENERAL LIABILITY				GENERAL AGGREGATE	\$ 1000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ INCL
CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADVERTISING INJURY	\$ 1000
OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1000
				FIRE DAMAGE (Any one fire)	\$ 100
				MEDICAL EXPENSE (Any one person)	\$ 5
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
ANY AUTO				COMBINED SINGLE LIMIT	\$
ALL OWNED AUTOS				COMBINED SINGLE LIMIT	\$
SCHEDULED AUTOS					
HIRED AUTOS					
NON-OWNED AUTOS					
GARAGE LIABILITY					
EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
UMBRELLA FORM				\$	\$
OTHER THAN UMBRELLA FORM					
				COVERAGE LIMITS	
INLAND MARINE				\$	
				\$	
				\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					

CERTIFICATE HOLDERCITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE
CANCELLED BEFORE THE EXPIRATION DATE THEREOF,
THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO
THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON
THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



AgSecurity Insurance Company

2901 N. Stiles Oklahoma City, Oklahoma 73105

Agent # & Name: 01226 - Casey Clayborn

County Office: Latimer County Farm Bureau
618-465-2453

Member Number: 00052450

Policy Number: CGL00031576 Version: 1

Named Insured: James G &/or Sandra F Grego

Named Insured
Mailing Address: 6179 NW Bowers Rd
Wilburton, OK 74578-3546**DECLARATIONS PAGE****Commercial General Liability Policy**Attach to your policy
Not a Statement of Premium Due

Effective Date: 04/28/2013

Expiration Date: 04/28/2014

Amended Date:

Type: Renewal

Policy Period: 12:01 AM standard time as to each of said dates at the address shown; and such like terms thereafter as the required premium is paid by the insured on or before expiration of the current term and is accepted by the company.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS Individual

Coverage Summary**Policy Deductible**

None

Limits of Liability

Each Occurrence Limit	\$1,000,000
Bodily Injury and Property Damage Liability	\$1,000,000
Personal and Advertising Injury	\$1,000,000 Any one person or organization
Medical Expenses	\$5,000 Any one person
Damage to Premises Rented to You	\$100,000 Any one premises
General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	Included

Advance Premium

Premises/Operations Premium (sum of all classifications)	\$901
Products/Completed Operations Premium (sum of all classifications)	\$0
TOTAL ADVANCE PREMIUM	\$901

*Farm
Liability*

Countersigned

Daniel A. Navarro

Date 03/22/2013

Other Coverages, Limits and Exclusions apply
Refer to your policy



McAlester City Council

AGENDA REPORT

Meeting Date: April 23, 2013
Planning & Community
Department: Development
Jennifer Santino, Code
Prepared By: Enforcement Officer
Date Prepared: April 12, 2013

Item Number: 11
Account Code: N/A
Budgeted Amount: N/A
Exhibits: (5) See Below

Subject

Consider and act upon Re-Plat for "CVS McAlester Addition".

Recommendation

Motion to approve the Re-Plat for the "CVS McAlester Addition" and authorize the Mayor to sign the documents.

Discussion

The applicant is requesting approval of the Re-Plat for the "CVS McAlester Addition". The McAlester Planning and Zoning Commission met on February 19, 2013 and voted unanimously to recommend approval of the Re-Plat. The following documents are attached for your reference:

1. Planning and Zoning Staff Report
2. Map of Existing Platted Area
3. Plat of "CVS McAlester Addition"
4. Letter from Winklemann & Associates, Inc.
5. Planning and Zoning minutes

Approved By

Department Head

Initial

Date

JS

04/15/13

City Manager

P. Stasiak

PJS

04/15/13

**PLANNING & ZONING COMMISSION
STAFF REPORT
FEBRUARY 19, 2013**

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: February 14, 2013
Re: Replat for CVS

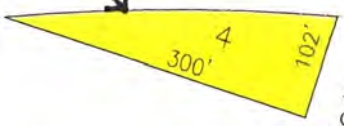
CVS is seeking a Replat of Lot 4, Block 325 except that part taken for street right of way, and Lots 4, 5 & 6, Block 326 and the vacated right of way of N. 10th Street adjacent to said Lots 4, all in the City of McAlester, Pittsburg County, Oklahoma, according to the recorded plat thereof.

Attachments

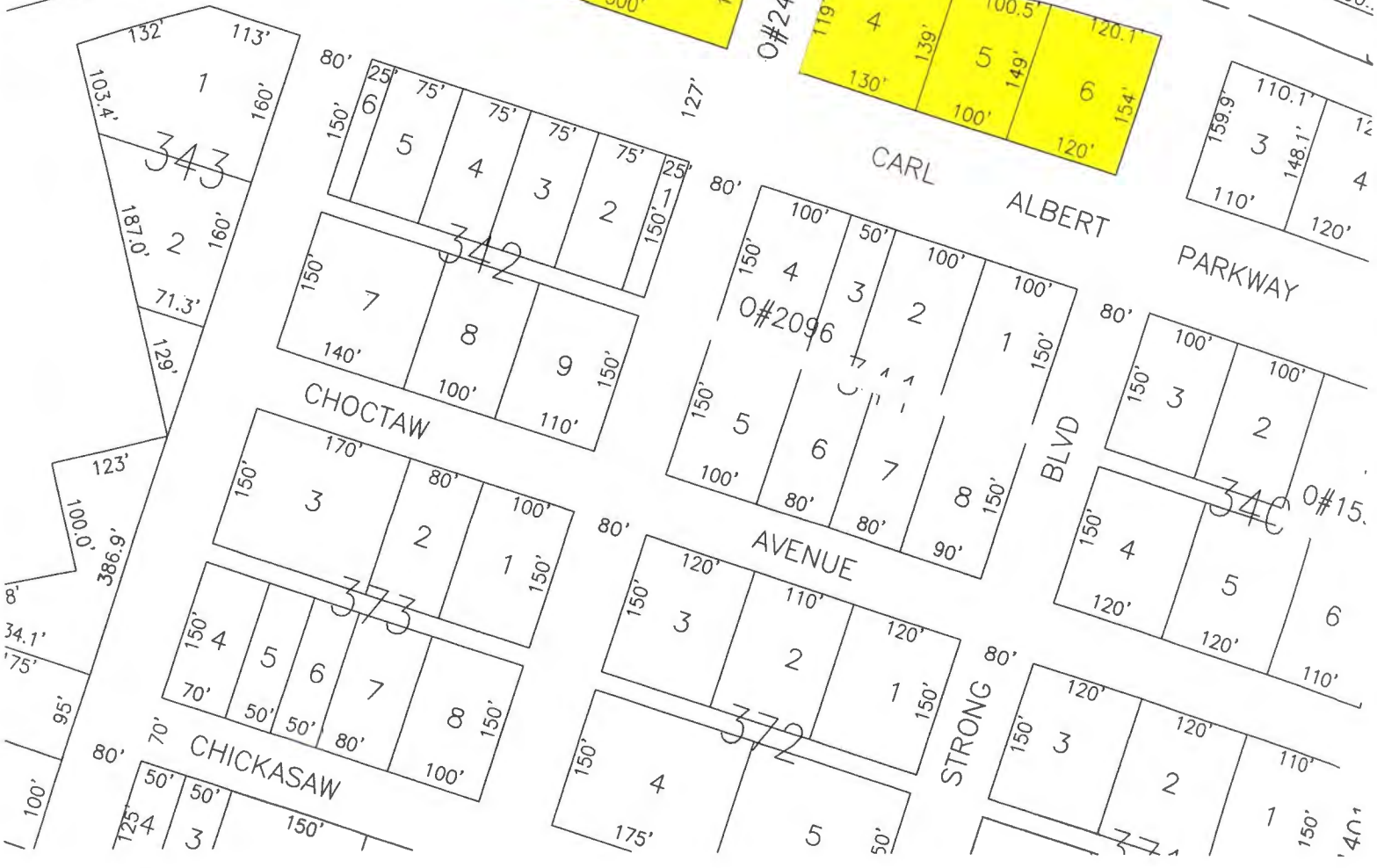
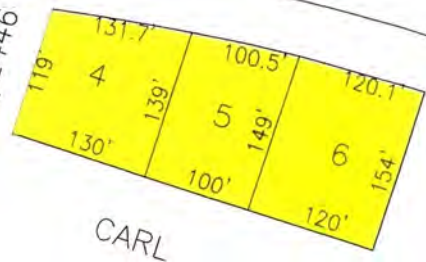
- Letter from Winkelmann & Associates, Inc.
- Map of Existing Platted Area
- Final Plat of CVS McAlester Addition



EXISTING PLATTED AREA



O#2446





February 13, 2013

City of McAlester, Oklahoma
Mr. Pete Stasiak, City Manager
28 E. Washington Ave.
McAlester, OK 74501

Re: Property located at the northwest corner of the intersection of N. Strong Blvd. and E. Carl Albert Parkway in the City of McAlester, Oklahoma ("Property")

Dear Mr. Stasiak:

In connection with a ground lease of the Property, we have been meeting with the City of McAlester regarding our proposed plat. The landlord under the ground lease, R & J Property Management, L.L.C., an Oklahoma limited liability company, is unable to sign the plat until the completion of its recently filed petition to quiet title. I would like to provide you with some history of the Property in order to explain the landlord's situation. It is my hope that we will be able to move forward with the platting process during the time that the landlord's quiet title action is progressing.

In a deed dated December 27, 2012, title to the Property was conveyed to R & J Property Management, L.L.C., less the easterly five (5) feet of Lot 5 in Block 326 in the City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma, according to the recorded plat thereof (referred to hereinafter as the "Tract").

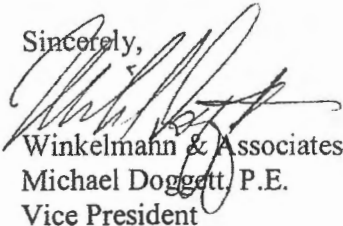
In a deed dated November 24, 1987 and recorded on January 5, 1988 in Book 661, Page 528, W.E. Allford and Ramona Allford conveyed all of Lot 6 in Block 326 and the Tract to W.E. Allford, Inc. W.E. Allford, Inc. subsequently went bankrupt, and its assets were liquidated. An Order of Sale was issued on April 28, 1989, and pursuant to a Sheriff's Deed dated June 19, 1989 and recorded on July 10, 1989 in Book 696, Page 334, RAM, Inc. purchased real property in Pittsburg County that had been owned by W.E. Allford, Inc. The Sheriff's Deed included Lot 6 in Block 326; however, due to a scrivener's error, the Sheriff's Deed did not include the Tract. The omission of the Tract from the Sheriff's Deed clearly was an error, as there was no reason to have ownership of this five (5) foot strip remain in the bankrupt corporation. RAM, Inc. continued to possess and operate on both Lot 6 in Block 326 and the Tract from 1989 until the scrivener's error in the Sheriff's Deed was discovered in connection with the current ground lease. RAM, Inc. conveyed its interest in Lot 6 in Block 326 and the Tract to R & J Property Management, L.L.C. pursuant to the aforementioned December 27, 2012 deed.

R & J Property Management, L.L.C. has filed a quiet title petition in the District Court of Pittsburg County based on the scrivener's error in the Sheriff's Deed in order to remove any issues regarding R & J Property Management, L.L.C.'s ownership of the Tract. Once the legally required notice periods have expired, we fully anticipate that the court will issue a decree in late

March 2013 vesting title to the Tract in R & J Property Management, L.L.C. At that time, R & J Property Management, L.L.C. will have clear title to the entire Property and will be able to sign the plat as owner.

Should you have any questions, please give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Doggett", is written over the typed name and title.

Winkelmann & Associates, Inc.
Michael Doggett, P.E.
Vice President

CC: Donn Fizer
Robert McFadden
70165

McAlester Planning Commission Minutes

Tuesday, February 19, 2013

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

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

Commissioners Present: 9

Mark Emmons

John McNally

Denise Lewis

Susan Kanard

Karl Scifres

Primus Moore

Ross Eaton

Robert Way

Justin Few

Commissioners Absent: 2

Harvey Bollinger

Karen Stobaugh

Item 2 Approval of the Minutes from January 15, 2013

A motion made by John McNally was seconded by Primus Moore to accept the minutes as written.

The vote was 9-0:

Aye: McNally, Lewis, Kanard, Scifres, Moore, Eaton, Way, Few, Emmons

Motion carried.

GENERAL BUSINESS:

Item 3 Discussion and Action of Replat of Lot 4, Block 325 and Lots 4, 5 & 6, Block 326

Pete Stasiak, City Manager, gave the staff report. Mr. Stasiak stated that CVS is seeking a Replat of Lot 4, Block 325 except that part taken for street right of way, and Lots 4, 5 & 6, Block 326 and the vacated right of way of N. 10th Street adjacent to said Lots 4, all in the City of McAlester, Pittsburg County, Oklahoma. He stated that all utility easements in the 10th Street vacation will be retained by the City of McAlester. Mr. Stasiak stated this is just simply taking the four existing lots and giving them a description as one lot which is common practice with companies like CVS. The replat has been reviewed by the City Attorney and on his advice was brought to the Planning Commission for their recommendation.

Michael Doggett, with Winkleman and Associates, spoke on behalf of CVS. Mr. Doggett stated that it is normal practice for them to take several parcels and make them one taxable lot.

A motion made by Commission Member McNally was seconded by Commission Member Scifres to accept the replat as presented and forward the recommendation to the City

Council for Approval.

Commission Member Way asked how the vacated 10th Street affects the plat. Mr. Stasiak stated that the City will retain all the utility easements within the vacated 10th Street and that the purchaser of the property could not build any permanent structures in that area, but could put parking.

With no further discussion the vote was 9-0 as follows:

AYE: Lewis, Kanard, Scifres, Moore, Eaton, Way, Few, McNally, Emmons

NAY: None

Motion carried.

Item 4 New Business

There was no new business.

Item 5 Staff Report

Mr. Stasiak gave the Commission and updated list showing the number of building permits for January.

Item 6 Commission Report

There was no Commission Report.

Item 7 Adjournment

A motion was made adjourn the meeting at 6:38.

There were no objections.

Motion carried.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 23, 2013</u>	Item Number:	<u>12</u>
Department:	<u>Codes Department</u>		
	<u>Mayor Harrison, Vice-</u>		
	<u>Mayor Mason & City Clerk</u>		
Prepared By:	<u>Cora Middleton</u>	Account Code:	<u></u>
Date Prepared:	<u>April 15, 2013</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>2</u>

Subject

Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, amending Chapter 46, Environment, of the McAlester Municipal Code, Article II, Nuisances, Section 46-30, Same-Health Nuisances and Article III, Lot Cleaning, Section 46-53, Prohibited; Responsibilities; Repealing all Conflicting Ordinances; and Declaring an Emergency.

Recommendation

Motion to approve Ordinance amending Chapter 46, Environment, Article II, Nuisances, Section 46-30 and Article III, Lot Cleaning, Section 46-53.

Discussion

High weed and grass can become a fire hazard as well as a breeding ground for mosquitoes and rodents. Consequently, grass and weeds higher than 12 inches are not in compliance with the City of McAlester's ordinances. The current administrative fee for mowing/lot cleaning is \$20.00 and has not been increased for over 30 years.

Attachment:

- 1) Ordinance.
- 2) City survey of administrative fees for mowing/lot cleaning. Survey was done on July 13, 2012.

Approved By

		Initial	Date
Department Head		CM	04/15/13
City Manager	P. Stasiak	<i>PJS</i>	04/15/13

ORDINANCE N O.____

AN ORDINANCE AMENDING CHAPTER 46, ENVIRONMENT, OF THE MCALESTER MUNICIPAL CODE; BY AMENDING ARTICLE II, NUISANCES, SECTION 46-30, SAME-HEALTH NUISANCES AND ARTICLE III, LOT CLEANING, SECTION 46-53, PROHIBITED; RESPONSIBILITIES; REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: ARTICLE II. NUISANCES. Section 46-30, Same – Health nuisances, is hereby amended to read as follows:

Sec. 46-30. Same – Health nuisances.

- (a) Pursuant to the authority granted by 63 O.S. 1-1011, the codes administrator shall have the authority to order the owner or occupant of any private premises in the city to remove from such premises at his own expense, any source of filth, cause of sickness, condition conducive to the breeding of insects or rodents that might contribute to the transmission of disease, or any condition adversely affecting the public health within 24 hours, or within such other time as might be reasonable. Failure to do so shall constitute an offense.
- (b) The order shall be in writing and may be served personally on the owner or occupant of the premises, or authorized agent thereof, by the health officer (codes administrator), his designee (codes inspectors) or by a police officer; or a copy thereof may be left at the last usual place of abode of the owner, occupant or agent, if known and within the state.
- (c) If the premises are unoccupied and the residence of the owner, occupant or agent is unknown, or is without the state, the order may be served by posting a copy thereof on the premises, or by publication in at least one issue of a newspaper having a general circulation in the city.
- (d) If an order given pursuant to subsection (a) is not complied with, the health officer (codes administrator) may cause the order to be executed and complied with, and the cost thereof shall be certified to the Chief Financial Officer ~~city treasurer~~, and the cost of removing or abating the public nuisance including an administrative fee of \$100.00 shall be added to the water bill or other city utility bill of the owner or occupant if he is a user of water from the city water system or other utility service.
- (e) The cost, including the administrative fee, shall be treated as a part of the utility bill to which it is added, and shall become due and payable, and be subject to the same regulations relating to delinquency in payment, as the utility bill itself. If the owner or occupant is not a user of any city utility service, the cost, including the administrative fee, after certification to the Chief Financial Officer ~~city treasurer~~, may be collected in any manner in which any other debt due the city may be collected.

SECTION 2: ARTICLE III. LOT CLEANING. Section 46-53, Prohibited; responsibilities, is hereby amended to read as follows:

Sec. 46-53. Prohibited; responsibilities.

It shall be unlawful for any owner or person otherwise in possession or control of any lot, tract or parcel of land situated wholly or in part within the corporate limits of the city to allow trash or weeds to grow, stand or accumulate upon premises, including abutting right-of-way, and it shall be the duty of such owner to remove or destroy any such trash or weeds. The city will cause property within its municipal limits to be cleaned of trash and weeds or grass to be cut or mowed in accordance with established procedures.

SECTION 3: EMERGENCY CLAUSE.

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

PASSED and **APPROVED** this 23rd day of April 2013 and the **EMERGENCY CLAUSE** acted upon separately.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 23rd day of April 2013.

By _____
William J. Ervin, City Attorney

City of McAlester

Planning and Community Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



MEMORANDUM

DATE: July 13, 2012
TO: Pete Stasiak
FROM: Jennifer Santino
RE: Mowing/Lot Cleaning Administrative Fees

The City of McAlester currently charges an administrative fee of \$20.00 for mowing/lot cleaning plus the contracted mow/lot cleaning charge.

The following list is of cities surveyed of varying populations regarding administrative fees for mowing/lot cleaning:

- Del City \$353.54 for the first mow, then ½ for additional mows (contract)
- Mustang \$250.00 administrative fee + additional mow charge
- Ada \$44.00 administrative fee + \$200.00 for 2-hour mow (work by City Parks Department)
- Muskogee \$80.00 administrative fee + additional mow charge
- Tahlequah \$100.00 administrative fee + additional mow charge
- Owasso \$200.00 administrative fee + \$150.00 basic mow charge for average lot size/height
- Bixby \$300.00 administrative fee + additional mow charge
- Moore \$100.00 administrative fee + additional mow charge
- Durant \$300.00 administrative fee + additional mow charge
- Chickasha \$50.00 administrative fee + additional mow charge
- Claremore \$100.00 administrative fee + additional mow charge
- Ardmore \$75.00 administrative fee + additional mow charge
- Sand Springs \$200.00 administrative fee + additional mow charge
- Miami \$50.00 administrative fee + additional mow charge
- Woodward \$383.18 (mowed by the City)

Calls have been made to several other cities – still waiting on their reply:

- Altus
- Bartlesville
- Bethany
- Yukon
- Glenpool
- El Reno
- Sapulpa

City Manager Report to the Council

April 23, 2013

Business

- Attached to this report is the information about the upcoming McAlester Special Election scheduled for May 14, 2013 for street reconstruction. This flyer will be distributed to all outside organizations within the City and is used as talking points for presentations. Staff is currently scheduling presentations to get the information out to the general public. The flyer will be inserted in the utility bills that are sent on April 20, 2013 and May 5, 2013. The McAlester News Capital has agreed to run articles prior to the election to get the information out to the public.
- The Royal Oaks Subdivision is scheduled to be presented to the Planning and Zoning Committee on April 16, 2013. All requirements for submission have been met by the developer and staff's recommendation to Planning and Zoning is for approval of the final plat. If approved, the plat will be forwarded on to the City Council for approval.
- The water storage tank at "B" and Seminole has been cleaned and returned to service. Minimal residue was found inside the tank and it appears that the mixers that were installed are working as intended. There will be no other storage tanks cleaned this year.
- The Professional Bull Riders Association (PBR) will be coming to the EXPO on November 16, 2013. This event is a partnership between the Chamber of Commerce, the Choctaw Nation and the City of McAlester. At this time, approximately 40 competitive riders and 10 world and national champion riders will be participating.
- The Engineering Department is currently working with five (5) contractors to address the damaged concrete panels in the City. This will be a concrete panel replacement program that has been identified throughout the City. This will allow the Streets Department to focus on asphalt overlays in the City.

- Personnel Update:

- City wide 18 full time regular employees (FTE) below budget

In addition to the 18 FTE's the following departments are experiencing additional shortfalls in manpower due to various injuries and illnesses:

- Fire Captain – Extended Illness
- Fire Fighter II – Workman Comp
- Fire Driver Operator - FMLA
- Street Maintenance Worker – Workman Comp
- Street Equipment Worker – Light Duty
- Fleet Maintenance Worker – Light Duty
- Police Captain – Light Duty
- Police Master Patrolman – Light Duty
- Police Patrolman – Light Duty
- Parks Worker – Light Duty
- Utility Billing – Extended Illness

- Upcoming Resignations

- Utilities Administrative Assistant
- Dispatcher 911

Labor Issues:

- Fraternal Order of Police (FOP)

- Grievance 11-15-12: New Evaluation System. This relates to measuring the activity or work of our Police Officers.
- The next scheduled meeting with the FOP for negotiations is April 17, 2013. At this time, the City will present its proposal for the upcoming year.
- **No new grievances received since the last report.**

- International Association of Fire Fighters (IAFF)

The following grievances are scheduled for arbitration or will be scheduled in the near future:

- Grievance with Arbitration Requested 11-26-12: Facial Hair. This relates to the SCBA face mask being tightly sealed to the face. **The IAFF and the City will be working on verbage to the Rules and Regulations for implementation.**
- Grievance with Arbitration Requested 11-26-12: Hours Worked per Pay Period. This relates to the 27 day work cycle for Firefighter.

- Grievance with Arbitration Requested 11-26-12: Duty Exchange. This relates to Fire Recruits being allowed Duty Exchange during the probationary period.
 - Grievance submitted for Minimum Complement. This relates to the equipment and clothing issued to new Fire Fighters. This grievance was not settled during Mediation in February.
 - Mandatory Respirator Evaluation & Fit Test for SCBA mask. The IAFF and the City will be working on verbage to the CBA for implementation. No new update.
 - **No new grievances received since the last report.**
 - Federal Mediation Services will be here on April 30, 2013 to assist with the mediation of grievances. This is the second time that this organization has been to McAlester to assist in the grievance process. The first time they were here, the City and the IAFF were able to settle six (6) pending grievances. This resulted in a tremendous savings to both organizations.
- The City met with the IAFF on April 11, 2013 and received their proposal for the 2013-2014 CBA. The next scheduled meeting for negotiations is April 17, 2013. At this time, the City will present its proposal for the upcoming year.

Waiver of Fees:

- N/A

Water Break Adjustments:

- 2124 N. 2nd., plumbing repairs verified, \$90.17
- Parrish, plumbing repairs verified, \$53.46

Monthly Report:

- Personnel Report
- Grant Update

Upcoming Events:

- Pride in McAlester Spring Cleanup
 - Saturday's during month of April, 9:00am to 3:00pm.
 - Sunday's during the month of April, Noon to 3:00pm.
- Choctaw Nation Pow-Wow will be held this weekend at the Southeast EXPO Center. This is a new event to be held at the EXPO.
- Italian Festival (May 18th. & 19th.)
- July 4th. Celebration at the EXPO Center

Meetings Attended:

- McAlester Housing Authority
- Planning & Zoning Meeting

**INFORMATION ON CITY OF MCALESTER SPECIAL ELECTION
MAY 14, 2013**

The City of McAlester has called a special election for Tuesday, May 14, 2013. The ballot will contain a single proposition which reads as follows:

Shall Ordinance No. 2453 of the City of McAlester, Oklahoma (the "City") be approved, which ordinance does not increase or extend the term of any city sales tax, but does modify the purpose of an existing one percent (1%) sales tax currently being levied by the City, to allow the tax to be used to pay debt service on obligations heretofore or hereafter approved by the voters of the City; all as more specifically set out in Ordinance No. 2453 of said City?

☐ FOR THE PROPOSITION – YES

☐ AGAINST THE PROPOSITION – NO

IF THE PROPOSITION PASSES

The total sales tax rate within McAlester will remain unchanged at 9%.

The 1% sales tax will expire on November 30, 2031.

The purpose of the existing sales tax will be modified. This will enable the McAlester Public Works Authority to issue new debt previously approved by the voters. Proceeds from this debt will be used to finance a street improvement program. Based on low current interest rates, the City estimates that approximately \$12 million will be available for street improvements.

The City will utilize Pavement Condition Index data, gathered by independent engineers using state-of-the-art measuring equipment, to help prioritize street projects. Major streets with high traffic volumes will receive priority. Water and sewer lines beneath these streets will be replaced at the same time where needed.

IF THE PROPOSITION FAILS

The total sales tax rate within McAlester will remain unchanged at 9%.

The 1% sales tax will expire on November 30, 2031.

The debt will not be issued and the approximately \$12 million in proceeds will not be available for a street improvement program.

For further information, contact City Manager Pete Stasiak at 918.423.9300

Grants Update April 16, 2013

The 26 Major Federal Funding Agencies have grant opportunities 'on hold' until late April when specific funding amounts will be released.

GRANT TITLE	FUNDER PROJECT	\$REQUESTED	STATUS
CDBG - Small Cities 2010	HUD - Water & Sewer	\$74,000	AWARDED IN PROCESS - READY TO DRAW DOWN FUNDS
CDBG - EDIF 2012	HUD - Hampel Oil	\$85,000	AWARDED IN PROCESS - READY TO DRAW DOWN FUNDS
CDBG - Small Cities 2013	Oklahoma Dept of Commerce		DETERMINE PROJECT BEFORE May 30, 2013
Community Wildfire Protection Plan Grant	Oklahoma Forestry Services	\$8,000	AWARDED
Cooperative Fire Equipment Agreement Program	Dept of Agriculture USDA Forest Service Property	---	AWARDED ability to receive fire equipment surplus from federal government
District Attorneys Council	2013 JAG - Law Enforcement Program	\$250,000	working with Lance Sumpter, North Texas HIDTA for Designation - funding targets HIDTA areas
Dog Park	Petco Foundation		IN PROCESS
Union Pacific Railroad	UPRF - SafeTrails	\$15,000	AWARDED - Presentation June 2013
Oklahoma Recreational Trails Program	Oklahoma State Parks	80% costs	submitted January 31, 2013
Oklahoma Department of Health	Ok Turning Point	\$25,000	submitted February 28, 2013
National Highway Traffic Safety Administration	Ok Highway Safety Grant	\$33,000	submitted February 28, 2013
2013 Community-Police Partnership Grant	METLIFE	\$40,000 + \$15,000	submitted March 17, 2013
2013 Community Partnership Grant	Centerpoint Energy	\$2248	submitted March 28, 2013

HEADCOUNT SUMMARY

As of March 31, 2013

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2012-2013	MARCH 2013 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2012-2013	MARCH 2013 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	FEBRUARY 2013 ACTUAL FULL-TIME	FEBRUARY 2013 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)	3	1
COURT/LEGAL	FINANCE	2	2		4	4			2	4
UTILITY OFFICE	FINANCE	8	7	1	0	1	+1	1 F/T POSITION REMAINS OPEN, 1 P/T TEMPORARY	7	+1
FINANCE	FINANCE	4	3	1				1 F/T POSITION REMAINS OPEN	3	
INFORMATION SERVICES	FINANCE	1	1						1	
TOTAL		26	22	4	13	14	+1		22	14
POLICE	POLICE	37	36	1				1 F/T POSITION REMAINS OPEN	36	
CID (DETECTIVES)	POLICE	8	8						8	
ANIMAL CONTROL	POLICE	2	1	1 Dispatch				1 F/T POSITION REMAINS OPEN	2	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	8	2				2 F/T POSITIONS REMAINS OPEN	8	
TOTAL		61	57	4					58	
FIRE	FIRE	43	43						43	
TOTAL		43	43	0					43	
PARKS	COMMUNITY SVC	13	11	2	2	0	2	2 F/T POSITIONS REMAINS OPEN, 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	4	1	6	8	+2	1 F/T POSITION REMAINS OPEN, 2 P/T OVER BUDGET, BUT NOT ALL WORK AT THE SAME TIME	5	8
AIRPORT	COMMUNITY SVC	3	3						3	
TOTAL		33	30	3	67	18	53		33	18

HEADCOUNT SUMMARY CONTINUED

As of March 31, 2013

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2012-2013	MARCH 2013 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2012-2013	MARCH 2013 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	FEBRUARY 2013 ACTUAL FULL-TIME	FEBRUARY 2013 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	4	4						4	
FACILITIES MAINTENANCE	PUBLIC WORKS	4	4						4	
FLEET MAINTENANCE	PUBLIC WORKS	6	5	1				1 F/T POSITION REMAINS OPEN	6	
STREETS	PUBLIC WORKS	14	12	2	1	0	1	2 F/T POSTIONS REMAINS OPEN	12	1
REFUSE COLLECTION	PUBLIC WORKS	1	1						1	
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		31	28	3	1	0	1		29	1
UTILITIES	UTILITIES	2	2						2	
WASTE WATER	UTILITIES	12	12						12	
WATER TREATMENT	UTILITIES	8	7	1				1 F/T POSITION REMAINS OPEN	7	
UTILITY MAINT.	UTILITIES	13	10	3				3 F/T POSITIONS REMAINS OPEN	13	
TOTAL		35	31	4					34	
GRAND TOTAL		229	211	18	81	32	55		219	33

Prepared by Sheila Maldonado, HR Coordinator

Generated April 12, 2013

Council Chambers
Municipal Building
April 9, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, April 9, 2013, at 6:00 P.M. after proper notice and agenda was posted April 5, 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 March 26, 2013 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending April 2, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$2,538.48.

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
April 9, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, April 9, 2013, at 6:00 P.M. after proper notice and agenda was posted April 5, 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 March 26, 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 April 2, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$60,892.01.
- Confirm action taken on City Council Agenda Item E, award of bid to Brentag Southwest for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 40% Polymer, aluminum sulfate, chlorine, copper sulfate, polyaluminum feric halide, polyphosphate, and powder activated carbon. (*David Medley, P.E., Director of Utilities*)
- Confirm action taken on City Council Agenda Item F, award of bid to Southwest Chemical Service for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 20% sodium permanganate and 30% caustic. (*David Medley, P.E., Director of Utilities*)
- Confirm action taken on City Council Agenda Item G, changing incentive pay in Section 2.03, License, Lab "B" and "C" of the McAlester Personnel Handbook. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 4, Change Order No. 1 for the 2010 CDBG Water Improvements with C.S. Day & Associates of Tahlequah, Oklahoma. (*David Medley, P.E., Director of Utilities*)

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

The McAlester Retirement Trust Authority met in a Regular session on Tuesday, March 26, 2013 at 6:00 P.M. after proper notice and agenda was posted March 22, 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 February 26, 2013, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of March, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$69,789.56.

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

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

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Titsworth. The vote was taken as follows:

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

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary