



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, June 25, 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](http://www.cityofmcalester.com) within the required time frame.*

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

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

### CALL TO ORDER

*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

Linda Lowber, First Baptist 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 May 28, 2013, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 5-June 18, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Tabled from Previous Meeting. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living. *(Peter J. Stasiak, City Manager)*
- D. Tabled from Previous Meeting. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, City Manager)*
- E. Tabled from Previous Meeting. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester. *(Peter J. Stasiak, City Manager)*
- F. Ratify an Agreement for a one-year term with U.S. Cellular for cellular telephone and communication services. *(James Stanford, IT Computer Specialist)*
- G. Consider and act upon, authorizing the Mayor to sign a contract for Professional Services between Robison International, Inc. and the McAlester Defense Support Association and the City of McAlester. The Contract is effective July 1, 2013 through June 30, 2014. Upon approval by Council - Mayor to sign agreement when Robison's signed contract is received. *(Peter J. Stasiak, City Manager)*

**ITEMS REMOVED FROM CONSENT AGENDA****PUBLIC HEARING**

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

- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.
- AN ORDINANCE TO ADOPT SECTION 22-94, 22-95 AND 22-96. TO BE ADDED TO ARTICLE II, CHAPTER 22, OF THE CODE OF THE CITY OF McALESTER, OKLAHOMA TO PROHIBITING AGGRESSIVE BEGGING, PANHANDLING OR

SOLICITATION OF ANY PERSON, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

- AN ORDINANCE TO AMEND SECTION 102-233. TO ARTICLE VI, CHAPTER 102, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING PEDESTRIANS IN OR AROUND A PUBLIC ROADWAY FROM SOLICITING A RIDE, DONATIONS, EMPLOYMENT OR BUSINESS FROM THE OCCUPANT OF ANY VEHICLE, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

### **SCHEDULED BUSINESS**

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1. Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*

#### Executive Summary

Motion to approve the budget amendment ordinance.

2. Discussion and update on Financials as of May 31, 2013. *(Toni Ervin, CFO)*

#### Executive Summary

Discussion Financials as of May 31, 2013.

3. Consider and Act to approve and ordinance of the City of McAlester adopting Section 22-94, 22-95 AND 22-96. To be added to ARTICLE II, CHAPTER 22, of the Code of the City of McAlester, Oklahoma to prohibiting aggressive begging, panhandling or solicitation of any person, Repealing all conflicting ordinances, and declaring and Emergency. *(William J. Ervin, City Attorney and Councilman, Buddy Garvin)*

#### Executive Summary

Motion to approve Adopting Ordinance.

4. Consider and Act to Approve and Ordinance of the City of McAlester amending Section 102-233. To ARTICLE VI, CHAPTER 102, of the Code by Prohibiting Pedestrians in or around a public roadway from soliciting a ride, donations, employment or business from the occupant of any vehicle, Repealing all conflicting Ordinances, and Declaring an Emergency. *(William J. Ervin, City Attorney and Councilman, Buddy Garvin)*

#### Executive Summary

Motion to approve Ordinance.

5. Discussion, and possible action, to share in the cost with the Pittsburg County Fire Fighters Association for implementation of a new pager/repeater communication system. 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 share of communications equipment for Pittsburg County Fire Fighters Association, 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.

6. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc. to construct improvements to various concrete panels along portions of Electric Avenue. Mayor to sign agreement when Katcon's Inc. signed contract is received. *(John Modzelewski, PE, City Engineer and Public Works Director)*

**Executive Summary**

The recommendation is to enter into an agreement with Katcon, Inc. for a Total Bid equal to \$266,148.00 to construct improvements to various concrete panels along portions of Electric Avenue. The funding source for this project is Account Number 01-5865403.

7. Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by .43% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013. Staff does not recommend passing increase on to Citizens. *(Peter J. Stasiak, City Manager)*

**Executive Summary**

Motion to approve the new service residential rate increase of .43% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013.

8. Consider, and act upon, appointing an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan. *(Peter J. Stasiak, City Manager)*

**Executive Summary**

Motion to approve the Appointment of an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan.

**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**

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

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 11, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 18, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 8, appointing an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan. *(Peter J. Stasiak, City Manager)*

### **ADJOURN MAA**

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

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 11, 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 June 18, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc. to construct improvements to various concrete panels along portions of Electric Avenue. *(John Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 7, Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by .43% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013. Staff does not recommend passing increase on to Citizens. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, appointing an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan. *(Peter J. Stasiak, City Manager)*

#### ADJOURN MPWA

#### CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

*Majority of a Quorum required for approval*

- Approval of the Minutes from the May 28, 2013, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of June 2013. *(Toni Ervin, Interim Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 8, appointing an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan. *(Peter J. Stasiak, City Manager)*

#### ADJOURN MRTA

#### RECONVENE COUNCIL MEETING

#### ADJOURNMENT

#### CERTIFICATION

*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2012 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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Cora M. Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, May 28, 2013, at 6:00 P.M. after proper notice and agenda was posted, May 24, 2013, at 11:55 A.M.

**Call to Order**

Mayor Harrison called the meeting to order.

William J. Ervin, City of McAlester City Attorney 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; Brett Brewer, Fire Chief; Toni Ervin, Chief Financial Officer; Mel Priddy, Community Services Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Councilman Garvin commented on the grant award from Union Pacific in the amount of \$15,000.00.

**Consent Agenda**

- A. Approval of the Minutes from the May 14, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for May 8, 2013 through May 21, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$94,191.24; Parking Authority - \$160.66; Nutrition - \$1,372.65; Landfill Res./Sub-Title D - \$189.98; Employee Retirement - \$4,648.50; Tourism Fund - \$862.56; SE Expo Center - \$5,449.35, E-911 - \$4,766.55; Economic Development - \$53,220.25; Gifts & Contributions - \$32.00; Fleet Maintenance - \$3,250.17 and Federal Forfeiture Fund - \$35,727.21.
- C. Accept and place on file the Oklahomans for Independent Living Quarterly Report for January, February and March - Fiscal Year 2012-2013. *(Pam Pulchny, Executive Director, O.I.L.)*



- D. Authorize the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2013 through June 30, 2014. *(Cora Middleton, City Clerk)*
- E. Authorize the Mayor to sign Agreement for Funding of the 2013 Junior Sunbelt Classic. *(Cora Middleton, City Clerk)*
- F. Concur with Mayor's Re-Appointment of Ross Eaton to the Planning Commission for a term to expire May 2016. *(Mayor Steve Harrison)*
- G. Concur with Mayor's Re-Appointment of Denise Lewis to the Planning Commission for a term to expire May 2016. *(Mayor Steve Harrison)*
- H. Concur with Mayor's Re-Appointment of Susan Kanard to the Planning Commission for a term to expire March 2016. *(Mayor Steve Harrison)*
- I. Concur with Mayor's Re-Appointment of Susan Kanard to the Board of Adjustment for a term to expire March 2016. *(Mayor Steve Harrison)*
- J. Concur with Mayor's Re-Appointment of Mark Emmons to the Board of Adjustment for a term to expire March 2016. *(Mayor Steve Harrison)*

Vice-Mayor Mason requested "Item E" be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve Consent Agenda items "A through D and F through J". 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.

#### **Items removed from Consent Agenda**

- E. Authorize the Mayor to sign Agreement for Funding of the 2013 Junior Sunbelt Classic. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Garvin and seconded by Vice-Mayor Mason to authorize the Mayor to sign Agreement for Funding of the 2013 Junior Sunbelt Classic.

Before the vote, Vice-Mayor Mason commented about information regarding how funds were spent last year and how they planned to spend the funds this year. He recommended that the motion be amended to "Authorize the Mayor to sign the Agreement for Funding of the 2013 Junior Sunbelt Classic, contingent upon the receipt of the reconciliation of the 2012 expenses and the analysis of the 2013 expenses.



Mayor Harrison explained that the funding that was being requested tonight was for the Tournament that was scheduled for June 2013 and had been approved in the Fiscal Year 2012-2013 Budget.

There was a brief discussion among the Council regarding reports that had been requested, a detailed analysis of the past tournament and the proposed budget for the tournament scheduled for June 2013.

Mayor Harrison clarified the motion made by Vice-Mayor Mason as contingent to the receipt of the reconciliation of the 2012 expenses and the analysis of the 2013 expenses. Councilman Smith seconded the motion and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Read to open a Public Hearing addressing two (2) Ordinances. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:15 P.M.

### **Public Hearing**

- **AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF**

**ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-ALIENATION OF BENEFITS AND LOSS OF BENEFITS FOR CAUSE; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.**

- **A PUBLIC HEARING ON THE PROPOSED FY 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES GRANT; PROPOSED WATER PROJECT.**

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

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was closed at 6:16 P.M.

### **Scheduled Business**

1. TABLED FROM PREVIOUS MEETING. Consider and act upon Final Plat for "Royal Oaks". (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve the Final Plat for the proposed subdivision "Royal Oaks" and authorize the Mayor to sign the documents.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve the Final Plat for the proposed subdivision "Royal Oaks" and authorize the Mayor to sign the documents.

Before the vote, Manager Stasiak explained that this item had been taken back to the Planning and Zoning Commission to address a fifty (50) foot right-of-way variance along with a five (5) foot utility easement on both sides of the proposed street, at the recommendation of the City Attorney. He stated that the Planning and Zoning Commission had met on May 22, 2013 and had voted unanimously by three quarters of the members in favor of the variance. Manager Stasiak commented that it was staff's recommendation that the "Plat" be approved contingent to Mr. Grantham meeting the requirements for a cul-de-sac.

There was a brief discussion among the Council regarding the current requirement for cul-de-sacs, the problems that were caused by those requirements, the problems with storm water in the area and how that problem would be affected by this subdivision.

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

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

NAY: None

ABSTAIN: Vice-Mayor Mason (counted as no)

Mayor Harrison declared the motion carried.

2. Consider and act upon Adopting Citizen's Participation Plan for FY-2013 CDBG Project.  
(*Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve Citizen's Participation Plan for FY-2013 CDBG Project.

Councilman Smith moved to approve the Citizen's Participation Plan for FY 2013 CDBG Project. The motion was seconded by Councilman Karr.

Before the vote, Manager Stasiak commented that this was the annual Community Development Block Grant Award. He added that he believed it was about \$74, 000.00 and would require a 50% match from the City which had been budgeted in the coming year. He stated that the City had identified another water infrastructure program. He informed the Council that Millie Vance was again going to help the City with this program.

Ms. Vance explained the process that cities had to go through to obtain funds through the CDBG program. She reviewed the proposed projects that had been identified for the program.

There was a brief discussion among the Council concerning the number of houses that had been built in one of the areas in the proposed project, and which structures would be affected by the new water line.

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

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon Adopting a Resolution to Apply for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. (*Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve adopting the resolution to Apply for the FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

A motion was made by Councilman Smith and seconded by Councilman Read, to approve a Resolution to apply for FY – 2013 CDBG Small Cities Grant, proposed Water Line Project.

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



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

Mayor Harrison declared the motion carried.

4. Consider and act upon Adopting a Resolution to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. (*Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to adopt RESOLUTION NO. 13-05, to leverage (Matching) funds for FY – 2013 CDBG Small Cities Grant, Proposed Water Line Project.

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

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

Mayor Harrison declared the motion carried.

5. Consider and act upon Adopting a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. (*Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

Councilman Titsworth asked what this Plan was. Ms. Vance explained that this plan stated that no residents would be displaced as a result of the construction of this project but if that did happen the City of McAlester would provide relocation assistance to those residents affected.

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

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

Mayor Harrison declared the motion carried.

6. Consider and act upon Adopting Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project. (*Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.*)

Executive Summary

Motion to approve to Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve a contract with Millie Vance Incorporated to prepare FY – 2013 CDBG grant application and administer project.

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

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

NAY: None

Mayor Harrison declared the motion carried.

7. Consider, and act upon approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all



Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency.

**ORDINANCE NO. 2464**

**AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-ALIENATION OF BENEFITS AND LOSS OF BENEFITS FOR CAUSE; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.**

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve **ORDINANCE NO. 2464**, adopting an employee retirement system.

Before the vote, Manager Stasiak explained that this was a project that had been brought to light about three (3) years ago and there had been a lot of discussion regarding the sustainability of the City's Defined Benefit Plan going forward. He added that this was requesting that the Council approve this agreement with the Oklahoma Municipal Retirement Fund for setting up a new Defined Contribution Plan. He informed the Council that this plan had been reviewed and recommended by the Audit and Finance Advisory Committee. He explained that the Plan would set up an up front 2% into all eligible employees accounts for the first year only. He added that with the Plans flexibility contributions could change and it was the City's intent to recommend a 2% for match based on earned wages along with a 50% match up to 6% with a seven (7) year vesting schedule with all employees vested time moved over to the new program.

Chris Whatley with the Oklahoma Municipal Retirement Fund reviewed the history, board make up, staff and services that are provided to Plan participants.



There was discussion regarding investing options, available reporting and employee education concerning their investment choices.

There was a brief discussion concerning the 15% bonus program that a group of employees had joined, if that program would be continued and the drop program.

There was no further 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.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorize the Mayor to sign all required documents.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve RESOLUTION NO. 13-06, amending the City of McAlester's Defined Benefit Retirement Plan and Trust and authorize the Mayor to sign all required documents.

Before the vote, Manager Stasiak explained that during previous years the pension program investments had not performed well enough to properly fund program. He commented that it would take approximately twenty eight (28) years to bring the pension to 100% funded for the retirees that were currently receiving pension payments.

Bruce Nordstrom, Senior Consulting Actuary with MHB, Inc., addressed the Council explaining the changes requiring that the unfunded status of the Pension Plan be reported on the City's Balance Sheet and how this could adversely affect the City's ability to issue bonds and its ability to obtain reasonable interest.

There was discussion among the Council regarding how the proposed pension plan could affect the employees already participating in the bonus and drop programs, if those programs would continue for those employees already participating, how each program was funded, if the current plan could be changed and who had the authority to make those changes, the importance in

securing a pension for the employees and how to deal with those employees currently participating with the Bonus and Drop Programs.

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

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider, and act upon approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorize the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management.

Councilman Garvin moved to approve RESOLUTION NO. 13-07, adopting by reference the Trust Indenture Titled "Oklahoma Mutual Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. The motion was seconded by Councilman Karr.

Before the vote, Manager Stasiak explained this was just authorizing the City to pool funds with the other cities currently in the plan. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

10. Consider, and act upon, an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve authorize the Mayor to sign an Agreement for Engineering Services with IMS Infrastructure

Management Services to continue the development of a Pavement Management Program for a lump sum of \$22,521.00.

Before the vote, there was discussion among the Council, Manager Stasiak and John Modzelewski concerning approving the second phase of this program when the first phase streets have not even been scheduled for repair, having more of the streets surveyed to get a better idea of where the most needed repairs were needed, having the funds to actually address the needed repairs, the length of time it could take to complete the initial repairs and helping to furnish non-biased information to the citizens on how the repairs were prioritized.

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

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

NAY: None

Mayor Harrison declared the motion carried.

11. Consider and act upon a bid award to KATCON, Inc. to "Construct High Strength Terminal Apron Aircraft Parking Area" at McAlester Regional Airport. (*Mel Priddy, Director Community Services*)

Executive Summary

Motion to approve a \$126,671.70 bid award to KATCON, Inc. for construction of a High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport and authorize the Mayor to sign all the required documents and the construction contract.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a bid award to KATCON, Inc. in the amount of \$126,671.70 to construct a High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport and authorize the Mayor to sign all required documents and construction contract.

Before the vote, Mel Priddy addressed the Council explaining that out of three (3) bids received KATCON was the lowest qualified bidder and it was the recommendation of staff and the Airport consultant that the bid be awarded to KATCON.

There was a brief discussion concerning the initial award of the contract and then having a second item changing the amount of work in the contract and if this company was qualified to complete the project.

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

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

NAY: None

Mayor Harrison declared the motion carried.



12. Consider and act upon a supplemental agreement to change the quantity of work to be done by Katcon, Inc. on High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport. (*Mel Priddy, Director Community Services*)

Executive Summary

Motion to approve supplemental Agreement No. 1 to Katcon, Inc. quantity of work to be done on High Strength Terminal Apron Aircraft Parking Area at McAlester Regional Airport.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a supplemental Agreement No. 1 to Katcon, Inc. changing the quantity of work to be done on the High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport.

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.

13. TABLED FROM PREVIOUS MEETING - Discussion, and possible action, on renewing our agreement between City of McAlester and Advanced Data Processing, INC (dba Intermedix-ADPI). (*Brett Brewer, Fire Chief*)

Executive Summary

Staff recommends motion to Table Agreement to 6/11/13 Council Meeting.

City Attorney Ervin recommended that this item be postponed indefinitely to allow a full discussion between the vendor and the City of McAlester.

A motion was made by Vice-Mayor Mason and seconded by Councilman Garvin to postpone this agreement indefinitely.

Before the vote, there was discussion among the Council regarding the length of time it had taken to bring this item before the Council, when the Contract actually expired, the language in the termination clause and the state laws that govern the agreement. There was non further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

14. Discussion of amendments to Sec 102-98 of the McAlester City Code, or otherwise imposing additional or alternate restrictions on parking on city streets, to reduce traffic obstructions, and insure residential access. Said Discussion to include exceptions for designated business areas and applicable fines. (Councilman John Titsworth and City Attorney, Joe Ervin)

Executive Summary

Discussion only.

There was discussion among the Council regarding recent calls from citizens concerning the problem of vehicles parking along the residential streets near private drives and intersections.

City Attorney Ervin commented that he felt that Councilman Titsworth wanted to address parking in the streets near intersections and private drives.

There was more discussion among the Council concerning adding signage to the streets, individuals parking on the wrong side in the wrong direction on streets, individuals parking on streets that are signed "No Parking" and various solutions to these problems.

Manager Stasiak asked that the Council forward the questions, comments and concerns regarding this subject to him and he would begin working on an Ordinance to address this problem. City Attorney Ervin recommended that comments from the Police Officers be considered also.

There was no vote.

### **New Business**

There was no new business.

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

Manager Stasiak reported that last weekend he had traveled to Oklahoma City to work with Attorneys Matt Love and Charlie Plumb concerning some items with the IIAF and Local 2284. He explained that a grievance that had been filed on facial hair and a grievance filed on the Self-contained Breathing Apparatus and facial hair. He stated that the IIAF and Union wanted to negotiate those matters. Manager Stasiak commented that he wanted to inform the Council of the time and cost associated with fighting those arguments,

Chief Brewer explained that approximately two (2) years ago the City had received a visit from the Department of Labor informing them that the Federal Government had put new mandates on states that were not OSHA states. These mandates were that all public sector employers had to have a respiratory protection program in place for their employees. He added that these programs could meet, they could write their own but they had to at least meet OSHA requirements. He stated that the state of Oklahoma had just adopted OSHA's requirements. He further informed the Council that McAlester's Fire Department had met with the City of Tulsa's Fire Department and edited their program to fit McAlester. They then submitted that to the Department of Labor. Once this program was approved by the Department of Labor it was implemented in the City of McAlester.

Chief Brewer explained that in the program an annual medical evaluation questionnaire and a fit test of the SCBA mask are required. He then explained how the medical evaluation questionnaire process worked and how the SCBA fit test was accomplished. He commented that OSHA did not allow facial hair between the seal of the mask and the skin of the face. He added that mustaches were allowed but they could not exceed the corners of the mouth. Chief Brewer

added that training on the use of the SCBAs, the medical evaluations and the fit tests all had to be done annually. He believed the local Union's stance was that this was a change in working conditions and they needed to be negotiated. The Department of Labor and OSHA feels that this safety steps come first.

There was a brief discussion concerning the grievances, and if the City's program was stricter than OSHA's program.

Manager Stasiak explained that part of the reason this was brought before the Council was to keep them up to date and to inform them of the cost that these matters to the City.

Manager Stasiak then informed the Council of two (2) other grievances that they were going to seek to determine if the Union could pursue the grievances. One was with the IAFF over several of the Fire Fighters realizing that they had not received certain pay since 2006 and they have asked that the City reinstate that pay back through 2006 and another grievance concerning 2011 and 2012 holiday pay. He added that there were approximately four (4) grievances from the FOP.

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

There were no comments from Councilmen Smith, Titsworth and Read.

Councilman Karr inquired the matter of panhandlers in the City and if the City was still working on the street repair program.

Councilman Garvin commented that he and Councilman Read were going to address the matter concerning panhandlers.

Vice-Mayor Mason requested that at the next meeting a list of the City's contractors with specifics of each contract regarding the concrete panel replacement be furnished to the Council and then periodically all contract information be furnished to the Council.

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

Mayor Harrison did not have any comments for the evening.

#### **Recess Council Meeting**

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Read. There was no discussion, and the vote was taken as follows:

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

NAY: None



Mayor Harrison declared the motion carried and the meeting was recessed at 8:26 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:27 P.M.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:28 P.M.

ATTEST:

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

\_\_\_\_\_  
Karen Boatright, Deputy City Clerk

**CLAIMS FROM**

**JUNE 5, 2013  
THRU  
JUNE 18, 2013**

PACKET: 09762 CLAIMS FOR 6/25/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	COREY CANTRELL	I-201306055018	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-HAZMAT OPERATIONS	064858	346.54
01-A00150	ACME JANITORIAL					
		I-621614	01 -5431203	REPAIRS & MAI JANITORIAL SUPPLIES	064950	358.58
01-A00170	ADA PAPER CO.					
		I-360548	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	064951	78.55
		I-361210	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	064951	280.07
01-A00267	AIRGAS, INC					
		I-9016117097	01 -5432202	OPERATING SUP EMS SUPPLIES & OXYGEN	064952	169.45
		I-9016164840	01 -5432202	OPERATING SUP EMS SUPPLIES & OXYGEN	064952	93.32
		I-9016466410	01 -5544202	OPERATING SUP WELDING SUPPLIES	064952	244.26
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201306055028	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	064859	116.75
		I-201306055028	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CTR	064859	72.95
		I-201306125042	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	064929	75.96
		I-201306125042	01 -5865328	INTERNET SERV INTERNET SVS-STREETS T/C	064929	75.96
		I-201306125042	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	064929	75.96
01-A00478	AMERICAN GRAPHICS					
		I-20110574	01 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE	064953	327.81
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201306185054	01 -2105	COLLECTION AG COURT COLLECTION FEE	064954	5,904.00
01-A00770	BOLTE ENTERPRISES, INC					
		I-927207	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	064957	50.85
		I-927213	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	064957	170.06
01-B00089	BANK OF OKLAHOMA					
		I-5075626	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	064958	367.97
		I-5076112	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	064958	367.97
01-B00180	UNION IRON WORKS, INC.					
		C-S1694554.001 CR	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064961	46.57-
		I-S1730548.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064961	93.36
		I-S1731516.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064961	8.90
01-B00490	BRIGGS PRINTING					
		I-60651	01 -5215202	OPERATING SUP LETTERHEAD STATIONARY	064963	787.00
01-C00046	C D W GOVERNMENT, INC					
		I-DMFV069	01 -5210480	CONTINGENCY SCANNER FOR CITY MGR OFFI	064965	1,008.01
01-C00100	CLEET					
		I-201306125034	01 -2100	CLEET PAYABLE CLEET FEES DUE	064930	4,738.46



PACKET: 09762 CLAIMS FOR 6/25/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00245	CATHEY & ASSOCIATES, L.					
	I-33830	01 -5542203	REPAIRS & MAI	REPAIRS TO OH DOOR AT	064966	248.00
01-C00320	CENTERPOINT ENERGY AKKL					
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-LIBRARY	064862	47.77
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-CEMETERY OFFICE	064862	37.75
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-N FIRE ST	064862	109.92
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-MONROE COMPLEX SHOP	064862	79.39
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-MONROE COMPLEX BLDG	064862	186.11
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-CITY HALL	064862	577.64
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-STIPE CTR	064862	198.26
	I-201306055029	01 -5215314	GAS UTILITY	GAS UTIL-CEMETERY SHOP	064862	44.86
	I-201306125041	01 -5215314	GAS UTILITY	GAS UTIL-1313 S STRONG	064931	72.60
01-C00656	CONSOLIDATED FLEET SERV					
	I-2013BS0088	01 -5431316	REPAIRS & MAI	ANNUAL LADDER TRUCK INSPE	064968	1,190.25
01-D00097	DASH MEDICAL GLOVES					
	I-INV0800728	01 -5432202	OPERATING SUP	MEDICAL SUPPLIES-EMS	064972	271.60
01-D00679	DR. BERT THOMAS					
	I-60662	01 -5653202	OPERATING SUP	OFFICE SUPPLIES	064975	168.50
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201306185055	01 -5322212	FUEL EXPENSE	MAY FUEL EXP-ANIMAL CONT	064979	446.65
	I-201306185055	01 -5321212	FUEL EXPENSE	MAY FUEL EXP-POLICE	064979	10,828.72
	I-201306185055	01 -5431212	FUEL EXPENSE	MAY FUEL EXP-FIRE	064979	2,495.40
	I-201306185055	01 -5542212	FUEL EXPENSE	MAY FUEL EXP-PARKS	064979	1,912.23
	I-201306185055	01 -5548212	FUEL EXPENSE	MAY FUEL EXP-FAC MAINT	064979	578.30
	I-201306185055	01 -5865212	FUEL EXPENSE	MAY FUEL EXP-STREETS	064979	4,054.04
	I-201306185055	01 -5544212	FUEL EXPENSE	MAY FUEL EXP-REC	064979	94.27
	I-201306185055	01 -5652212	FUEL EXPENSE	MAY FUEL EXP-CODES	064979	498.15
	I-201306185055	01 -5225212	FUEL EXPENSE	MAY FUEL EXP-IT	064979	149.63
	I-201306185055	01 -5653212	FUEL EXPENSE	MAY FUEL EXP-SAFETY	064979	36.09
	I-201306185055	01 -5547212	FUEL EXPENSE	MAY FUEL EXP-CEMETERY	064979	572.40
	I-201306185055	01 -5432212	FUEL EXPENSE	MAY FUEL EXP-EMS	064979	1,553.20
	I-201306185056	01 -5865212	FUEL EXPENSE	MAY FUEL EXP-STREETS	064980	201.84
	I-201306185056	01 -5547212	FUEL EXPENSE	MAY FUEL EXP-CEMETERY	064980	45.89
	I-201306185056	01 -5542212	FUEL EXPENSE	MAY FUEL EXP-PARKS	064980	309.22
	I-201306185056	01 -5544212	FUEL EXPENSE	MAY FUEL EXP-REC	064980	71.15
01-F00141	FIRE STORE					
	I-E1086767	01 -5432202	OPERATING SUP	EMS VITAL STATS NOTEBOOK	064981	100.99
01-F00201	FLAMECO FIRE & SAFETY,					
	I-17093	01 -5431316	REPAIRS & MAI	SERVICE FIRE EXINGUISHERS	064982	41.00
01-G00010	G & C RENTAL CENTER, IN					
	I-21666	01 -5865218	STREET REPAIR	TRACHOE RENTAL	064983	234.17

PACKET: 09762 CLAIMS FOR 6/25/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00130	GALL'S, AN ARAMARK CO.,					
		C-BC 00235750 CR	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064984	63.75-
		C-BC00169630 CR	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064984	127.50-
		C-BC00228570 CR	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064984	67.23-
		C-BC00385975 CR	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064984	60.94-
		I-BC0015036	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064984	189.97
		I-BC0016094	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064984	288.85
01-G00316	GIVENS LAW FIRM, P.C.					
		I-7	01 -5214302	CONSULTANTS LEGAL FEES	064985	435.00
01-H00021	H L'S SPORTS SHOP					
		I-3459-33	01 -5431207	CLOTHING ALLO FIRE HELMET LIGHT	064987	149.99
		I-3459-34	01 -5431207	CLOTHING ALLO FIRE HELMET LIGHT	064987	149.99
01-I00061	RICOH USA, INC.					
		I-5026248455	01 -5321308	CONTRACTED SE COPIER MAINT FEE	064989	72.50
01-I00099	IKON OFFICE SOLUTIONS					
		I-23424842	01 -5321202	OPERATING SUP COPIER LEASE PAYMENT	064990	284.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-035404	01 -5210202	OPERATING SUP MISC OFFICE SUPPLIES	064991	18.00
01-I00115	INTERMEDIIX TECHNOLOGIES					
		C-201306185057	01 -5432308	CONTRACTED SE EMS CONTRACTED BILLING SVS	064992	3,774.53-
		D-201306185058	01 -5432308	CONTRACTED SE CORRECTION	064992	3,774.53
		I-201306185059	01 -5432308	CONTRACTED SE EMS BILLING SERVICE FEE	064992	3,774.53
01-I00120	TYLER TECHNOLOGIES					
		I-025-69964	01 -5225401	COMPUTER TECH ANTI VIRUS RENEWAL	064993	155.00
		I-201306185053	01 -5213336	FEES MONTHLY SUPPORT FEE-COURT	064993	200.00
		I-201306185053	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEE-IT	064993	210.00
01-I00262	INVESTIGATIVE CONCEPTS,					
		I-121202986	01 -5653348	DRUG TESTING/ NEW HIRE BACKGROUND CKS	064994	15.95
01-K00059	KAREN BOATRIGHT					
		I-201306055019	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OMCCA TRAINING	064864	282.61
01-K00185	KENNEDY EYE CARE, LLC					
		I-3824	01 -5653213	SAFETY EXPENS SAFETY GLASSES	064995	275.00
01-L00067	COMPLIANCE RESOURCE GRO					
		I-036626	01 -5653348	DRUG TESTING/ MISC DRUG TEST FEES	064998	50.00
		I-037312	01 -5653348	DRUG TESTING/ MISC DRUG TEST FEES	064998	50.00
		I-037313	01 -5653348	DRUG TESTING/ DOT DRUG SCREENINGS	064998	104.00
		I-037370	01 -5653348	DRUG TESTING/ MISC DRUG TEST FEES	064998	50.00

6/18/2013 10:53 AM  
 PACKET: 09762 CLAIMS FOR 6/25/2013  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-L00428	LOWE'S CREDIT SERVICES					
	C-12065 CR	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATS	065000	541.40-	
	I-01329	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065000	53.12	
	I-02101	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATS	065000	104.58	
	I-02179	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATS	065000	92.49	
	I-02346	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065000	39.17	
	I-02650	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065000	9.47	
	I-05563	01 -5865203	REPAIR & MAIN BATTERIES FOR BARRACADE	065000	123.35	
	I-07991	01 -5865203	REPAIR & MAIN BATTERIES FOR BARRACADE	065000	299.17	
	I-12066	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATS	065000	541.40	
	I-901281	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATS	065000	541.40	
01-M00470	MILLER BROTHERS ENTERPR					
	I-13490	01 -5431203	REPAIRS & MAI GARAGE DOOR OPENER	065002	35.00	
01-M00480	MILLER GLASS					
	I-14330	01 -5548203	REPAIRS & MAI LOCKSET & MISC HARDWARE	065003	105.00	
01-M00570	MOORE MEDICAL CORP.					
	I-97749285	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	065005	42.00	
	I-97756094	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	065005	479.98	
01-MC0098	MCAFEE & TAFT					
	I-402862	01 -5210302	CONSULTANTS/L LEGAL FEES	065006	2,250.00	
	I-402863	01 -5210302	CONSULTANTS/L LEGAL FEES	065006	180.00	
	I-402864	01 -5210302	CONSULTANTS/L LEGAL FEES	065006	292.50	
	I-402865	01 -5210302	CONSULTANTS/L LEGAL FEES	065006	202.50	
	I-402866	01 -5210302	CONSULTANTS/L LEGAL FEES	065006	90.00	
01-MC0169	MCALESTER REGIONAL HOSP					
	I-CITYLAB 5-31-13	01 -5653348	DRUG TESTING/ DRUG SCREENS-SUMMER HIRES	065007	1,190.00	
01-MC0200	MCALESTER SCOTTISH RITE					
	I-700574	01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	065008	375.00	
01-N00153	NATIONAL SAFETY COUNCIL					
	I-1122268	01 -5653213	SAFETY EXPENS ANNUAL MEMBERSHIP DUES	065009	350.00	
01-N00250	MCALESTER NEWS CAPITAL					
	I-05610569	01 -5865403	STREETS RECON STREET PROJECTS ADS	065010	118.66	
	I-05610698	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	065010	79.20	
	I-05610699	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	065010	89.50	
	I-05610700	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	065010	30.10	
	I-05610702	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	065010	31.00	
	I-05610703	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	065010	51.10	
	I-05610704	01 -5652317	ADVERTISING & PUBLICATIONS AS NEEDED	065010	38.80	
01-O00075	O'REILLY AUTO PARTS					
	I-0230-119446	01 -5431203	REPAIRS & MAI AUTO PARTS & SUPPLIES	065013	41.20	



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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00082	OAKLEY					
		C-1400273036 CR	01 -5431207	CLOTHING ALLO SAFETY GLASSES-UNIF. ALLO	065014	7.93-
		I-724037523	01 -5431207	CLOTHING ALLO SAFETY GLASSES-UNIF. ALLO	065014	135.80
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201306125036	01 -2103	OBN PAYABLE ( DRUG ED FEES DUE	064935	36.07
01-000273	OKLA DEPT OF HEALTH					
		I-12-02076	01 -5543202	OPERATING SUP POOL LICENSES	065016	400.00
01-000427	OKLA UNIFORM BUILDING C					
		I-MAY 2013	01 -5652336	FEES BLDG PERMIT FEES	064865	120.00
01-000595	OSBI					
		I-201306125035	01 -2101	AFIS PAYABLE AFIS FEES DUE	064936	2,602.17
		I-201306125035	01 -2102	FORENSICS PAY FORENSIC FEES DUE	064936	2,515.70
01-P00210	PEPSI COLA					
		I-111401	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	065020	420.00
01-P00420	POSTMASTER					
		I-12-02242	01 -5321202	OPERATING SUP YRLY PO BOX RENTAL-388	065022	78.00
01-P00510	PRO-KIL, INC					
		I-73530	01 -5542308	CONTRACTED SE QTRLY PEST CONTROL	065023	68.00
		I-73532	01 -5431203	REPAIRS & MAI PEST CONTROL	065023	96.00
		I-73533	01 -5431203	REPAIRS & MAI PEST CONTROL	065023	96.00
		I-73534	01 -5548203	REPAIRS & MAI PEST CONTROL	065023	170.00
		I-73535	01 -5544308	CONTRACT LABO QTRLY PEST CONTROL	065023	106.00
		I-73597	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	065023	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201306055027	01 -5215313	ELECTRIC UTIL ELECT UTIL-1099 E WYANDOTTE	064866	44.41
		I-201306055027	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	064866	38.44
		I-201306125040	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-210 E CARL ALBER	064937	205.15
		I-201306125040	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-333 E CARL ALBER	064937	38.44
		I-201306125040	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-401 N 2ND	064937	2,258.00
		I-201306125040	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-GENERAL FUND	064937	9,651.92
		I-201306125040	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-STREET LIGHTS	064937	12,007.63
01-R00090	RAM INC					
		I-38685	01 -5542212	FUEL EXPENSE DIESEL FOR PARKS SHOP	065024	2,541.92
01-R00210	RED RIVER SPECIALIST, I					
		I-422595	01 -5542206	CHEMICALS CHEMICALS FOR PARK SPRAYI	065025	1,490.00
		I-422595	01 -5542316	REPAIRS & MAI CHEMICALS FOR PARK SPRAYI	065025	474.40
01-R00479	ROGER MELTON					
		I-753757	01 -5652318	ABATEMENTS CONTRACT MOWING	065027	755.00

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00190	SECURITY SYS. & ENG. IN					
	I-28666	01 -5544308	CONTRACT LABO SECURITY MONITORING FEE	065028	60.00	
	I-28667	01 -5544308	CONTRACT LABO ALARM SYSTEM FOR SBC	065028	1,364.00	
	I-28673	01 -5548316	REPAIRS & MAI ALARM MONTERING-LIBRARY	065028	60.00	
01-S00244	SHAWN SMITH					
	I-201306055017	01 -5653213	SAFETY EXPENS TRAVEL EXP-WORK COMP DEPOSITIO	064868	172.37	
01-S00329	SHRED-IT USA, INC-OKLAH					
	I-9401972943	01 -5212308	CONTRACTED SE SHREDDING SERVICE	065029	64.00	
01-S00726	STAPLES ADVANTAGE					
	I-00094	01 -5431202	OPERATING SUP MISC OFFICE SUPPLIES	065032	83.46	
	I-00895	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065032	31.95	
01-T00630	TWIN CITIES READY MIX,					
	I-80968	01 -5322401	CAPITAL OUTLA CONCRETE FOR ANIMAL SHLTR	065033	1,674.00	
01-U00020	UNITED STATES CELLULAR					
	I-201306055025	01 -5215315	TELEPHONE UTI CELL BILL-GENERAL	064870	1,786.25	
01-U00128	UNITED PACKAGING & SHIP					
	I-121349	01 -5431202	OPERATING SUP SHIPPING FEES	065035	95.94	
01-U00140	UNITED RENTALS					
	I-110887390.001	01 -5865218	STREET REPAIR SHORING RENTAL	065036	3,884.25	
	I-111178385-001	01 -5865218	STREET REPAIR EXCAVATOR RENTAL FEE	065036	5,818.39	
	I-111201745.001	01 -5865218	STREET REPAIR SHORING RENTAL	065036	1,109.96	
01-W00040	WALMART COMMUNITY BRC					
	I-07169	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	065037	236.03	
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1599511.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	065041	48.00	
	I-S1614778.001	01 -5543203	REPAIRS & MAI POOL VALVE FOR CHADICK	065041	121.98	
			FUND 01 GENERAL FUND	TOTAL:	110,070.12	

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
	I-3E14065	02 -5974304	LAB TESTING	LAB TESTING FEES	064949	115.00
	I-3E14108	02 -5974304	LAB TESTING	LAB TESTING FEES	064949	430.00
01-A00423	ALLIED WASTE SERVICES O					
	I-201306055020	02 -5866306	CONTRACTED RE WASTE SVS FEE-MAY 2013		064860	149,291.57
	I-201306055020	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF		064860	281.86-
01-A00751	ATWOODS					
	I-1557/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR		064956	439.92
	I-1576/9	02 -5973203	REPAIRS & MAI MISC MAINT SUPPLIES		064956	145.92
01-B00108	BARNETT OIL & GAS CONST					
	I-20787	02 -5975218	STREET REPAIR GRAVEL HAULING FEE		064959	4,400.00
01-B00180	UNION IRON WORKS, INC.					
	I-S1729039.001	02 -5975218	STREET REPAIR MISC REPAIR ITEMS		064961	9.37
	I-S1730872.001	02 -5975218	STREET REPAIR MISC REPAIR ITEMS		064961	127.38
01-B00491	BRENNTAG SOUTHWEST					
	I-400657	02 -5974206	CHEMICALS	ALUM FOR WTP	064964	2,950.00
	I-401037	02 -5974206	CHEMICALS	ALUM FOR WTP	064964	3,285.40
	I-401945	02 -5974206	CHEMICALS	POLYMER FOR WTP	064964	5,268.00
01-C00880	CULLIGAN WATER COND INC					
	I-6122	02 -5974304	LAB TESTING	LAB TEST SUPPLIES	064969	24.00
01-D00010	D & R ELECTRIC, INC					
	I-0271	02 -5973316	REPAIRS & MAI LIGHTING PROTECTION		064971	712.00
	I-0272	02 -5973316	REPAIRS & MAI CLARIFIER LITE REPAIRS		064971	948.40
01-D00540	DOLESE BROTHERS					
	I-AG13050155	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS		064974	1,174.62
	I-AG13053622	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS		064974	554.21
01-E00024	STANLEY RAY OWENS DBA E					
	I-1616	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL		064976	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201306185055	02 -5216212	FUEL EXPENSE	MAY FUEL EXP-UB&C	064979	49.06
	I-201306185055	02 -5975212	FUEL EXPENSE	MAY FUEL EXP-UTM	064979	242.26
	I-201306185056	02 -5216212	FUEL EXPENSE	MAY FUEL EXP-UB&C	064980	655.09
	I-201306185056	02 -5864212	FUEL EXPENSE	MAY FUEL EXP-LANDFILL	064980	14.57
	I-201306185056	02 -5866212	FUEL EXPENSE	MAY FUEL EXP-SANITATION	064980	894.10
	I-201306185056	02 -5871212	FUEL EXPENSE	MAY FUEL EXP-ENGINEER	064980	189.47
	I-201306185056	02 -5974212	FUEL EXPENSE	MAY FUEL EXP-WTP	064980	841.66
	I-201306185056	02 -5973212	FUEL EXPENSE	MAY FUEL EXP-WWM	064980	1,136.69
	I-201306185056	02 -5975212	FUEL EXPENSE	MAY FUEL EXP-UTM	064980	2,269.24
	I-201306185056	02 -5972212	FUEL EXPENSE	MAY FUEL EXP-UTIL DIRECTOR	064980	135.95



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01-F00251	FORT COBB FUEL AUTHORIT						
	I-201306125038	02	-5267314	GAS UTILITY	GAS UTIL-HEREFORD LANE	064932	54.05
01-I00120	TYLER TECHNOLOGIES						
	I-201306185053	02	-5216336	FEES	MONTHLY SUPPORT FEE-UB&C	064993	293.16
01-K00210	KIAMICHI ELECTRIC COOP.						
	I-201306125037	02	-5267313	ELECTRIC UTIL	ELECT UTIL-HEREFORD LANE	064934	458.14
01-K00274	KONE CRANES						
	I-TUL00796132	02	-5973316	REPAIRS & MAI	CRANE INSPECTIONS FEE	064997	495.00
01-L00428	LOWE'S CREDIT SERVICES						
	I-01276	02	-5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	065000	25.50
	I-906744A	02	-5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	065000	1.00
01-M00304	MESHEK & ASSOC. INC						
	I-1743	02	-5871302	CONSULTANTS	DRAINAGE STUDY/DESIGN	065001	836.70
01-P00040	PACE ANALYTICAL SERVICE						
	I-137503230	02	-5973304	LAB TESTING	TESTING FEES AS NEEDED	065019	135.00
	I-137503232	02	-5973304	LAB TESTING	TESTING FEES AS NEEDED	065019	189.47
	I-137503522	02	-5973304	LAB TESTING	TESTING FEES AS NEEDED	065019	54.47
01-P00420	POSTMASTER						
	I-12-02231	02	-5267202	OPERATING SUP	YRLY PO BOX RENTAL-578	065021	130.00
01-P00560	PUBLIC SERVICE/AEP						
	I-201306055027	02	-5267313	ELECTRIC UTIL	ELECT UTIL-MPWA	064866	31,783.30
01-R00090	RAM INC						
	I-37866	02	-5974212	FUEL EXPENSE	DIESEL FOR WTP	065024	1,452.26
01-R00600	RURAL WATER DISTRICT #1						
	I-201306055021	02	-5267316	WATER UTILITY	WATER UTIL-LANDFILL	064867	25.91
01-S00530	SOUTHWEST CHEMICAL SERV						
	I-97139	02	-5974206	CHEMICALS	CAUSTIC FOR WTP	065031	4,620.00
01-S00580	AT & T						
	I-201306125044	02	-5267315	TELEPHONE UTI	PHONE UTIL-DATA LINE	064938	111.60
	I-201306125045	02	-5267315	TELEPHONE UTI	PHONE UTIL-MPWA	064938	4,178.17
01-S00726	STAPLES ADVANTAGE						
	I-31800	02	-5975202	OPERATING SUP	MISC OFFICE SUPPLIES	065032	30.99
01-U00020	UNITED STATES CELLULAR						
	I-201306055025	02	-5267315	TELEPHONE UTI	CELL BILL-MPWA	064870	693.26
	I-201306055025	02	-5975328	INTERNET SERV	INTERNET FEE FOR UTM SUPT	064870	51.78

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FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00051	UTILITY SUPPLY CO.					
		I-068248	02 -5975209	UTILITY MAINT REPAIR PARTS FOR WTR LINE	065034	558.18
01-U00128	UNITED PACKAGING & SHIP					
		I-121005	02 -5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	065035	36.85
		I-121007	02 -5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	065035	35.82
01-W00130	WATER PRODUCTS					
		I-9500593	02 -5975209	UTILITY MAINT PIPE FOR REPAIRS AT WTP	065038	6,457.25
01-W00290	WHOLESALE ELECTRIC SUPP					
		I-S3686352.001	02 -5973203	REPAIRS & MAI PLANT MAINT. SUPPLIES	065042	54.99
				FUND 02 MPWA	TOTAL:	228,884.87

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VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201306185056	03 -5876212	FUEL EXPENSE	MAY FUEL EXP-AIRPORT	064980	47.98
01-L00428	LOWE'S CREDIT SERVICES					
	I-901624	03 -5876203	REPAIRS & MAI	REPAIR & MAINT SUPPLIES	065000	154.92
01-P00560	PUBLIC SERVICE/AEP					
	I-201306055027	03 -5876313	ELECTRIC UTIL	ELECT UTIL-AIRPORT	064866	923.80
01-U00020	UNITED STATES CELLULAR					
	I-201306055025	03 -5876315	TELEPHONE UTI	CELL BILL-AIRPORT	064870	27.69
			FUND	03 AIRPORT AUTHORITY	TOTAL:	1,154.39



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VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00405	DIANE CHADSEY					
		I-201306185048	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064973	119.22
01-E00207	EMMA E. BELLIS					
		I-201306185051	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064977	135.00
		I-201306185052	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064977	101.70
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201306185055	08 -5549212	FUEL EXPENSE MAY FUEL EXP-NUTRITION	064979	798.88
01-R00304	RICHELLE CHEYENNE					
		I-201306185049	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065026	150.00
		I-201306185050	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065026	135.60
01-U00020	UNITED STATES CELLULAR					
		I-201306055025	08 -5549315	TELEPHONE UTI CELL BILL-NUTRITION	064870	83.07
				FUND 08 NUTRITION	TOTAL:	1,523.47

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VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-H00075	HARRIS CONSTRUCTION SER					
	I-468132		09 -5864327	SUB TITLE D E GRAVEL HAULING FEE	064988	1,654.02
			FUND	09	LANDFILL RES./SUB-TITLE DTOTAL:	1,654.02

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FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00664	MHBT INC.					
		I-289684	11 -5220302	CONSULTANTS YRLY ACTUARIAL SERVICE	064955	23,807.50
01-MC0098	MCAFFEE & TAFT					
		I-401851	11 -5220302	CONSULTANTS LEGAL FEES	065006	837.00
		I-402788	11 -5220302	CONSULTANTS LEGAL FEES	065006	10,339.46
				FUND 11 EMPLOYEE RETIREMENT	TOTAL:	34,983.96

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FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING	I-60593	27 -5655214	TOURISM EXPEN MARKETING POST CARDS	064963	180.00
01-E00415	EXTREME INFLATABLES, IN	I-12-01944	27 -5655348	FESTIVAL/JULY INFLATABLES FOR JULY 4TH	064978	7,512.50
01-L00328	LIBERTY PYROTECHNICS, L	I-A11208 B	27 -5655348	FESTIVAL/JULY FIREWORKS FOR 4TH DISPLAY	064999	3,495.00
01-O00137	OKLA TOURISM/RECREATION	I-10609	27 -5655214	TOURISM EXPEN MCALESTER BROCHURES	065015	433.92
01-O00525	OKLA TRAVEL INDUSTRY AS	I-SUM2013MCA	27 -5655214	TOURISM EXPEN TOURISM SUMMIT FEE	065017	45.00
01-W00268	WHISTLE STOP BISTRO	I-23824	27 -5655214	TOURISM EXPEN KIAMICHI COUNTRY BD MTG	065040	180.00
01-W00294	WILDFIRE BAND c/o RONNI	I-12-01949	27 -5655348	FESTIVAL/JULY BAND FOR JULY 4TH FESTIVA	065043	1,550.00
			FUND	27 TOURISM FUND	TOTAL:	13,396.42



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VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH					
		I-02056205	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064962	225.48
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201306125041	28 -5654314	GAS UTILITY GAS UTIL-EXPO	064931	3,478.86
01-C00469	CITY OF MCALESTER SPECI					
		I-2013 ITALIAN FEST	28 -5654349	COUNCIL PARTN PARTNERSHIP FEE	064967	2,125.00
01-D00006	D & D ELEVATOR INC					
		I-18	28 -5654316	REPAIRS & MAI ELEVATOR MAINT FEE	064970	200.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201306185055	28 -5654212	FUEL EXPENSE MAY FUEL EXP-EXPO	064979	90.63
01-F00201	FLAMECO FIRE & SAFETY,					
		I-17114	28 -5654316	REPAIRS & MAI ANNUAL INSPECTION FEE	064982	95.00
01-H00279	HUGHES NET					
		I-201306125039	28 -5654328	INTERNET SERV INTERNET SVS-EXPO	064933	143.50
01-L00428	LOWE'S CREDIT SERVICES					
		I-08157	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	065000	28.95
01-S00360	SIMPLEXGRINNELL LP					
		I-76187320	28 -5654316	REPAIRS & MAI ANNUAL INSPECTION FEE	065030	1,002.00
01-U00020	UNITED STATES CELLULAR					
		I-201306055025	28 -5654315	TELEPHONE UTI CELL BILL-EXPO	064870	110.76
			FUND 28 SE EXPO CENTER	TOTAL:		7,500.18

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FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201306125043	29 -5324401	CAPITAL OUTLA PHONE UTIL-911 EQUIP LEASE	064928	2,403.33
01-A00478	AMERICAN GRAPHICS					
		I-201110575	29 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE	064953	319.80
01-A00581	AT&T					
		I-201306055024	29 -5324315	TELEPHONE UTI PHONE UTIL-CITY 911 HOST CIRC	064861	781.25
		I-201306055024	29 -5324315	TELEPHONE UTI PHONE UTIL-PITT CTY 911 HOST C	064861	198.00
01-C00856	CROSS TELEPHONE COMPANY					
		I-201306055022	29 -5324315	TELEPHONE UTI PHONE UTIL-CTY 911 TRUNK LINE	064863	334.54
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201306185055	29 -5324212	FUEL EXPENSE MAY FUEL EXP-E911	064979	201.57
01-C00595	OSBI					
		I-13-004734-E	29 -5324316	REPAIRS-MAINT HARD DRIVE FOR POLICE SER	065018	331.18
01-S00580	AT & T					
		I-201306055023	29 -5324315	TELEPHONE UTI PHONE UTIL-E911	064869	2,196.24
		I-201306055026	29 -5324315	TELEPHONE UTI PHONE UTIL-E911 WIRELESS	064869	228.36
01-U00020	UNITED STATES CELLULAR					
		I-201306055025	29 -5324315	TELEPHONE UTI CELL BILL-E911	064870	27.69
				FUND 29 E-911	TOTAL:	7,021.99

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FUND : 30 ECONOMIC DEVELOPMENT

FUND	30	ECONOMIC DEVELOPMENT	TOTAL:	7,200.00
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VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-L00328	LIBERTY PYROTECHNICS, L					
		I-A11208 B	32 -5215306	EXPENSE FOR J FIREWORKS FOR 4TH DISPLAY	064999	3,252.50
			FUND	32	GIFTS & CONTRIBUTIONS	TOTAL: 3,252.50



PACKET: 09762 CLAIMS FOR 6/25/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	BOLTE ENTERPRISES, INC					
	C-926489 CR	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	3.74-
	C-926889 CR	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	190.52-
	I-926627	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	64.57
	I-926802	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	10.15
	I-926809	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	190.52
	I-926869	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	14.85
	I-926887	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	105.83
	I-926899	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	14.76
	I-926920	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	064957	257.88
	I-926925	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	89.89
	I-927119	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064957	97.61
01-B00150	BEALES GOODYEAR TIRES					
	I-205857	35	-5862203	REPAIRS & MAI TIRE REPAIRS	064960	79.00
	I-MC-205567	35	-5862203	REPAIRS & MAI TIRES FOR PD-53	064960	149.39
	I-MC-206192	35	-5862203	REPAIRS & MAI TIRES FOR UTM-12	064960	676.76
	I-MC-206194	35	-5862203	REPAIRS & MAI TIRES FOR PK-7	064960	66.00
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201306185055	35	-5862212	FUEL EXPENSE MAY FUEL EXP-FLEET MAINT	064979	175.08
	I-201306185056	35	-5862212	FUEL EXPENSE MAY FUEL EXP-GARAGE	064980	13.06
01-G00490	GRISSOM IMPLEMENT INC					
	I-339082	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064986	68.98
	I-340236	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064986	122.08
01-K00190	YELLOWHOUSE MACHINERY C					
	I-952227	35	-5862203	REPAIRS & MAI REPLACEMENT PUMP UTM-9	064996	4,501.97
01-N00271	NIX FORD MERCURY INC.					
	I-143116	35	-5862203	REPAIRS & MAI PARTS FOR OK-9	065011	413.25
	I-143539	35	-5862203	REPAIRS & MAI REPAIR PARTS-MEDIC 4	065011	678.39
01-O00075	O'REILLY AUTO PARTS					
	C-0230-115190 CR	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	23.06-
	C-0230-116378 CR	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	278.98-
	C-0230-117731 CR	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	10.22-
	C-0230-117820 CR	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	13.73-
	C-0230-118181 CR	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	105.03-
	I-0230-114680	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	165.42
	I-0230-114713	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	136.08
	I-0230-116381	35	-5862203	REPAIRS & MAI ANTI-FREEZE	065012	550.00
	I-0230-116893	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	17.40
	I-0230-117638	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	31.25
	I-0230-117732	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	6.50
	I-0230-117796	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	68.34
	I-0230-117984	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	105.03
	I-0230-118052	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065012	48.48

PACKET: 09762 CLAIMS FOR 6/25/2013

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-0230-118131	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065013	160.00
		I-0230-118426	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065013	21.03
		I-0230-118428	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065013	85.64
		I-0230-118731	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065013	211.16
		I-0230-118829	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065013	6.54
01-U00020	UNITED STATES CELLULAR					
		I-201306055025	35 -5862203	REPAIRS & MAI CELL BILL-FLEET MAINT	064870	61.77
01-W00195	WELDON PARTS INC.					
		C-UNAPPLIED CREDIT	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	065039	86.65-
		I-1041801	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	065039	28.29
		I-1048253-00	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	065039	39.69
		I-1053880-00	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	065039	35.53
		I-1054147-00	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	065039	173.32
			FUND 35	FLEET MAINTENANCE	TOTAL:	9,029.56
					REPORT GRAND TOTAL:	425,671.45

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2012-2013	01 -2100	CLEET PAYABLE (COURT)	4,738.46						
	01 -2101	AFIS PAYABLE - COURT	2,602.17						
	01 -2102	FORENSICS PAYABLE (COURT)	2,515.70						
	01 -2103	OBV PAYABLE (COURT)	36.07						
	01 -2105	COLLECTION AGENCY 25% (COU	5,904.00						
	01 -5210202	OPERATING SUPPLIES	18.00	2,600		48.90			
	01 -5210302	CONSULTANTS/LABOR RELATION	3,015.00	89,500		65.23			
	01 -5210480	CONTINGENCY	1,008.01	13,230		784.99			
	01 -5212308	CONTRACTED SERVICES	64.00	2,475		104.60			
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	282.61	2,321		96.73			
	01 -5213336	FEES	200.00	2,500		100.00			
	01 -5214302	CONSULTANTS	435.00	135,200		712.30			
	01 -5215202	OPERATING SUPPLIES	818.95	6,000		168.47			
	01 -5215313	ELECTRIC UTILITY	24,243.99	299,319		30,299.43			
	01 -5215314	GAS UTILITY	1,354.30	14,000		2,131.07			
	01 -5215315	TELEPHONE UTILITY	1,786.25	33,761		2,211.89			
	01 -5225212	FUEL EXPENSE	149.63	1,800		23.54			
	01 -5225349	SOFTWARE MAINTENANCE	210.00	45,400		236.60			
	01 -5225401	COMPUTER TECHNOLOGY	155.00	11,000		84.51			
	01 -5320328	INTERNET SERVICE	116.75	1,500		99.00			
	01 -5321202	OPERATING SUPPLIES	362.00	11,923		2,568.30			
	01 -5321212	FUEL EXPENSE	10,828.72	126,490		4,222.97			
	01 -5321308	CONTRACTED SERVICES	72.50	15,000		5,547.71			
	01 -5322212	FUEL EXPENSE	446.65	6,600		86.33			
	01 -5322401	CAPITAL OUTLAY	2,412.47	24,000		9,495.40			
	01 -5324207	CLOTHING ALLOWANCE	327.81	1,000		294.08			
	01 -5431202	OPERATING SUPPLIES	415.43	12,149		150.62-	Y		
	01 -5431203	REPAIRS & MAINT SUPPLIES	626.78	12,551		5,665.45			
	01 -5431207	CLOTHING ALLOWANCE	587.25	18,500		1,160.47			
	01 -5431212	FUEL EXPENSE	2,495.40	21,600		474.12-	Y		
	01 -5431316	REPAIRS & MAINTENANCE	1,231.25	11,100		3,962.30			
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	346.54	9,300		5,337.27			
	01 -5432202	OPERATING SUPPLIES	1,157.34	21,000		17.31			
	01 -5432203	REPAIR & MAINT SUPPLIES	220.91	7,500		4,270.96			
	01 -5432212	FUEL EXPENSE	1,553.20	18,000		533.17			
	01 -5432308	CONTRACTED SERVICES	3,774.53	36,900		3,042.81-	Y		
	01 -5542203	REPAIRS & MAINT SUPPLIES	248.00	51,475		4,464.93			
	01 -5542206	CHEMICALS	1,490.00	12,000		27.25			
	01 -5542212	FUEL EXPENSE	4,763.37	41,620		988.26-	Y		
	01 -5542308	CONTRACTED SERVICES	194.00	15,500		4,522.21			
	01 -5542316	REPAIRS & MAINTENANCE	474.40	14,724		8,929.00			
	01 -5542328	INTERNET SERVICE	148.91	1,800		16.49			
	01 -5543202	OPERATING SUPPLIES	400.00	10,664		2,398.82			
	01 -5543203	REPAIRS & MAINT SUPPLIES	121.98	12,455		76.73			
	01 -5544202	OPERATING SUPPLIES	664.26	11,691		4,273.75			

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5544212	FUEL EXPENSE	165.42	3,450	382.07		
01	-5544308	CONTRACT LABOR	1,530.00	22,000	6,782.83		
01	-5547212	FUEL EXPENSE	618.29	13,400	59.64		
01	-5547308	CONTRACTED SERVICES	735.94	4,500	84.32		
01	-5548203	REPAIRS & MAINTENANCE SUPP	839.07	54,400	26,307.11		
01	-5548212	FUEL EXPENSE	578.30	6,400	758.41		
01	-5548311	PARKING RENTAL	375.00	4,500	0.00		
01	-5548316	REPAIRS & MAINTENANCE	60.00	21,328	5,616.18		
01	-5548328	INTERNET SERVICE	75.96	1,000	91.89		
01	-5652212	FUEL EXPENSE	498.15	5,250	31.23-	Y	
01	-5652317	ADVERTISING & PRINTING	319.70	1,200	431.50		
01	-5652318	ABATEMENTS	755.00	15,000	1,077.00		
01	-5652336	FEES	120.00	1,880	154.00		
01	-5653202	OPERATING SUPPLIES	168.50	2,793	595.87		
01	-5653212	FUEL EXPENSE	36.09	1,000	587.43		
01	-5653213	SAFETY EXPENSE	797.37	27,800	10,929.68		
01	-5653348	DRUG TESTING/PHYSICALS	1,459.95	22,200	13,515.75		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	422.52	48,000	7,363.51		
01	-5865212	FUEL EXPENSE	4,255.88	45,500	2,514.98-	Y	
01	-5865218	STREET REPAIRS & MAINTENAN	11,046.77	275,000	1,420.69		
01	-5865328	INTERNET SERVICE	75.96	1,979	158.44		
01	-5865403	STREETS RECONSTRUCTION PRO	118.66	625,000	485,634.78		
02	-5216212	FUEL EXPENSE	704.15	9,300	808.98		
02	-5216336	FEES	293.16	4,500	432.08		
02	-5267202	OPERATING SUPPLIES	130.00	6,000	2,707.75		
02	-5267313	ELECTRIC UTILITY	32,241.44	389,500	43,088.41		
02	-5267314	GAS UTILITY	54.05	5,480	1,283.05-	Y	
02	-5267315	TELEPHONE UTILITY	4,983.03	69,900	2,567.59		
02	-5267316	WATER UTILITY	25.91	8,300	7,969.71		
02	-5864212	FUEL EXPENSE	14.57	2,100	1,421.60		
02	-5866212	FUEL EXPENSE	894.10	13,500	170.78-	Y	
02	-5866230	RECYCLING CENTER EXPENSE	100.00	4,600	1,955.63		
02	-5866306	CONTRACTED REFUSE SERVICES	149,009.71	1,680,000	43,157.62		
02	-5871212	FUEL EXPENSE	189.47	1,850	41.19		
02	-5871302	CONSULTANTS	836.70	156,060	19,665.42		
02	-5972212	FUEL EXPENSE	135.95	1,600	34.46-	Y	
02	-5973203	REPAIRS & MAINT SUPPLIES	200.91	51,680	8,302.82		
02	-5973212	FUEL EXPENSE	1,136.69	14,400	231.32-	Y	
02	-5973304	LAB TESTING	378.94	34,600	785.47		
02	-5973316	REPAIRS & MAINTENANCE	2,228.07	38,500	9,275.39		
02	-5974203	REPAIRS & MAINT SUPPLIES	439.92	96,500	630.05		
02	-5974206	CHEMICALS	16,123.40	378,661	8,824.80		
02	-5974212	FUEL EXPENSE	2,293.92	20,300	711.16-	Y	
02	-5974304	LAB TESTING	569.00	26,784	2,936.59		
02	-5975202	OPERATING SUPPLIES	30.99	1,529	8.12		



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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	02 -5975209	UTILITY MAINTENANCE SUPP.	7,015.43	32,500	1,428.75				
	02 -5975212	FUEL EXPENSE	2,511.50	46,550	203.72				
	02 -5975218	STREET REPAIRS & MAINTENAN	6,265.58	132,980	8,909.19				
	02 -5975230	SEWER MAIN REPAIR	26.50	44,171	7.72-	Y			
	02 -5975328	INTERNET SERVICE	51.78	1,500	184.11				
	03 -5876203	REPAIRS & MAINT SUPPLIES	154.92	2,700	315.72				
	03 -5876212	FUEL EXPENSE	47.98	1,800	259.41-	Y			
	03 -5876313	ELECTRIC UTILITY	923.80	15,200	3,147.33				
	03 -5876315	TELEPHONE UTILITY	27.69	300	31.10-	Y			
	08 -5549212	FUEL EXPENSE	798.88	9,400	245.37				
	08 -5549308	CONTRACT SERVICES	641.52	15,500	199.43				
	08 -5549315	TELEPHONE UTILITY	83.07	2,400	330.18-	Y			
	09 -5864327	SUB TITLE D EXPENSE	1,654.02	80,000	6,239.09				
	11 -5220302	CONSULTANTS	34,983.96	38,020	60,634.08-	Y			
	27 -5655214	TOURISM EXPENSE	838.92	48,500	13,805.55				
	27 -5655348	FESTIVAL/JULY 4TH	12,557.50	16,000	2,242.50				
	28 -5654203	REPAIR & MAINT SUPPLIES	28.95	20,000	3,400.20				
	28 -5654210	CONCESSION SUPPLIES	225.48	29,000	12,623.83				
	28 -5654212	FUEL EXPENSE	90.63	2,400	347.45				
	28 -5654314	GAS UTILITY	3,478.86	16,000	16,491.74-	Y			
	28 -5654315	TELEPHONE UTILITY	110.76	3,000	355.60				
	28 -5654316	REPAIRS & MAINTENANCE	1,297.00	22,000	6,481.05				
	28 -5654328	INTERNET SERVICE	143.50	900	391.50-	Y			
	28 -5654349	COUNCIL PARTNERSHIP	2,125.00	10,125	8,000.00				
	29 -5324207	CLOTHING ALLOWANCE	319.80	2,500	1,568.36				
	29 -5324212	FUEL EXPENSE	201.57	2,100	569.55				
	29 -5324315	TELEPHONE UTILITY	3,766.08	60,000	5,242.26				
	29 -5324316	REPAIRS-MAINTENANCE	331.18	1,800	1,156.58				
	29 -5324401	CAPITAL OUTLAY	2,403.33	30,714	1,874.04				
	30 -5211405	8 INCH WATER MAIN-TAYLOR I	7,200.00	175,671	24.00-	Y			
	32 -5215306	EXPENSE FOR JULY 4TH EVENT	3,252.50	0	10,000.00-	Y			
	35 -5862203	REPAIRS & MAINTENANCE SUPP	8,841.42	319,900	82,351.38				
	35 -5862212	FUEL EXPENSE	188.14	9,081	3,989.94				
	** 2012-2013 YEAR TOTALS **		425,671.45						

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 09762 CLAIMS FOR 6/25/2013  
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	6/2013	110,070.12CR
02	6/2013	228,884.87CR
03	6/2013	1,154.39CR
08	6/2013	1,523.47CR
09	6/2013	1,654.02CR
11	6/2013	34,983.96CR
27	6/2013	13,396.42CR
28	6/2013	7,500.18CR
29	6/2013	7,021.96CR
30	6/2013	7,200.00CR
32	6/2013	3,252.50CR
35	6/2013	9,029.56CR
=====		
ALL		425,671.45CR

**AGREEMENT BETWEEN THE CITY OF MCALESTER**

**AND**

**OKLAHOMANS FOR INDEPENDENT LIVING**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

It is the intent of the Agreement that OIL is to perform such services as outlined herein:

OIL agrees to provide services for people with disabilities such as transportation, assistive technology, recreation, volunteer programs, Americans with Disabilities Act and disability awareness training, employment assistance, information and referral, advocacy, peer counseling, and Independent Living Skills training.

OIL and the City shall maintain an arrangement for professional contact. This will be in the form of informal discussion by and with the staff of both agencies in order to identify areas of need, gaps in service and to coordinate available resources of both agencies for the benefit of People with Disabilities. Confidentiality standards will be observed.

In performing this agreement Oklahomans for Independent Living acts as an independent contractor and nothing contained in this agreement shall be construed to establish a relationship of agency or employment between said entity and the City of McAlester, Oklahoma.

OIL will contract with the City in providing the following services to the City and the citizens of McAlester:

- 1) Door-to-door transportation to be provided to individuals with disabilities and elderly persons with functional limitations to facilitate living; a minimum of twenty-four (24) hours is required; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and

- 3) Disability information and referrals; and
- 4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
- 5) Social and recreational programs for McAlester citizens with disabilities; and
- 6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and
- 7) Employment assistance to people with disabilities; and
- 8) Peer counseling and support groups to promote independence for people with disabilities; and
- 9) Individual assistance to advocate and encourage independence; and
- 10) ADA information and assistance for individuals, business and the City to help improve access and compliance with the regulations.

OIL further agrees to make periodic reports on basic services provided as a benefit to the City and provide an accounting of funds expended for the services provided. OIL shall provide these reports on a quarterly basis.

Oklahomans for Independent Living hereby holds harmless and indemnifies the City of McAlester from any claims or actions arising from the performance of this agreement for acts of negligence or wanton conduct of its agents or employees and agrees to keep in force adequate general liability insurance during the term of this agreement to insure against such liability and to provide proof thereof when requested by the City.

The City agrees to provide the following funding to ensure the delivery of public services to citizens with disabilities:

- 1) The City will provide funding in the amount of \$21,600 to assist in the transportation and associated services provided by OIL; and
- 2) The disbursement of said funds shall be in monthly payments that are determined by taking \$21,600 and dividing by 12 for monthly payments in the amount of \$1,800.



The term of this agreement shall be for the 2013-2014 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2014, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

This agreement is to be binding upon our administrators, successor, and assigns.

Agreed to and executed the date first written above, irrespective of the actual date of signing.

CITY OF MCALESTER  
An Oklahoma Municipal Corporation

---

Steve Harrision, Mayor

---

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the \_\_\_\_ day of \_\_\_\_\_, 2013.

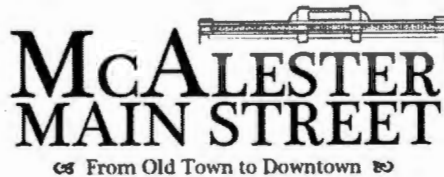
OKLAHOMANS FOR INDEPENDENT LIVING

  
Pamela Pulchny, Director

Approved as for form and legality:

---

Ervin & Ervin Attorneys, by William J. Ervin  
City Attorney



215 E. Choctaw Ave., Ste. 112 • McAlester, OK 74501 • (918) 423-8888 • [mcalestermainst@att.net](mailto:mcalestermainst@att.net)

June 13, 2013

Dear Sirs:

With our request for the 2013-2014 fiscal year, McAlester Main Street would like to review our progress in the current fiscal year.

As you well know, we began this year under budget and searching for a director. We have regrouped and started building momentum for future success.

In August, we assisted with CultureFest. In October, we co-hosted two successful fundraisers, the Wild Color Stampede and Trick or Treat Party in the Street.

Ginny Webb began serving as our executive director in November, just in time to organize the Christmas parade in early December.

Also in December, City Council approved our objectives for the 2012-2013 fiscal year. We are on target to meet those objectives. In addition, we have increased awareness of McAlester Main Street through our website, social media, press releases, public service announcements, radio interviews, cooperation with community organizations, and more.

The Main Street approach is used nationwide to drive traffic and increase sales tax revenue in historic districts. The approach is comprehensive and incremental. We request your continued partnership to move forward and improve our community.

Please find enclosed our proposed contract, objectives, and request of \$25,200 for the 2013-2014 fiscal year. Thank you for your support.

Sincerely,

Board of Directors  
McAlester Main Street Association

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and McAlester Main Street Association, Inc., a non-profit corporation ("MMSA"). In this Contract, either the City or MMSA may also be referred to individually as a "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City of McAlester having been selected as an Oklahoma Main Street Community and desiring to promote and assist McAlester Main Street Association, Inc. in attaining the goals and objectives of such program which are intended to accomplish the economic and commercial development and revitalization of the geographic commercial district, as designated in its plan, hereinafter referred to as the "District", resulting in increased retail sales tax revenues, among other benefits, and to better inform business owners, entrepreneurs, developers and government officials; and

**WHEREAS**, MMSA possesses the knowledge, skills and ability to assist the City in achieving these goals and objectives.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. MMSA will engage in those activities on behalf of the City in order to achieve the economic and commercial development and revitalization of the "District" and, to promote the general welfare of the community and its citizens.
- B. MMSA will provide technical assistance on behalf of the City to promote and accomplish its announced purpose, goals and objectives to the benefit of the City.
- C. The City and MMSA will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MMSA's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MMSA shall provide an action plan to the City within 60 days after the effective date of this Contract and update periodically as appropriate.
- E. MMSA will provide written reports to the City as requested that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.
- F. The City will independently monitor MMSA's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. MMSA will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. MMSA will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

## **2. PAYMENT FOR SERVICES**

- A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a minimum amount of \$25,200.00 during the term of this Contract in monthly payments of \$2,100.00 to assist MMSA in accomplishing its goals.
- B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

## **3. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this Contract shall be July 1, 2013, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2014, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to MMSA, it shall be addressed to MMSAS then known address.

If notice is sent to the City, it shall be addressed to:

City Clerk  
City of McAlester  
City Hall  
First and Washington  
McAlester, OK 74501

- E. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

## **4. ASSURANCES AND WARRANTIES**

- A. MMSA warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.



- B. MMSA shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. MMSA shall solely control, direct and supervise all MMSA employees with respect to all obligations under this Contract. MMSA will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MMSA or any MMSA employee. All MMSA employees assigned to provide services under this Contract by MMSA shall, in all cases, be deemed employees of MMSA and not employees, agents or subcontractors of the City.

MMSA shall indemnify and hold the City harmless for all claims against the City by any MMSA employee, arising out of any contract for hire or employer-employee relationship between MMSA and any MMSA employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind. Further, MMSA indemnifies City against any claim or action arising from any negligent act committed by MMSA or its employees.

- D. Nothing in this Contract is intended to authorize MMSA to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

## **5. INDEMNIFICATION**

- A. MMSA shall indemnify and hold the City harmless from any and all Claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of MMSA or its employees.
- B. MMSA shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. MMSA waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any claim brought against the City suffered by a MMSA employee.

## **6. GENERAL TERMS AND CONDITIONS**

- A. Access and Records. MMSA will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if MMSA has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MMSA if the city suspends services under this Section.
- D. Compliance with Laws. MMSA shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, MMSA shall refrain from hiring any person who is presently employed by the City, or relatives of any person who are presently employed by the City. Further, MMSA shall notify the City Council if such persons shall serve in any position or office of MMSA
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonable accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force an effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSAs shall

contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

a. "ASSURANCES AND WARRANTIES"

b. "INDEMNIFICATION";

i. "SEVERABILITY; AND

ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_  
Steve Harrison

ATTEST:

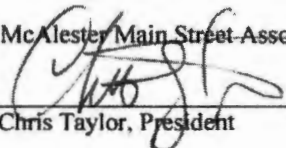
\_\_\_\_\_  
Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

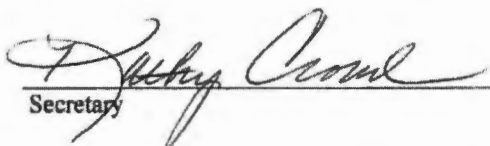
\_\_\_\_\_  
William J. Ervin, City Attorney

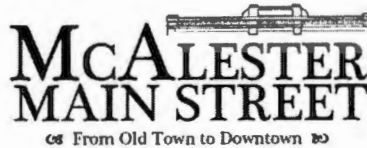
Executed and adopted upon motion duly made, seconded and passed this 13<sup>th</sup> day of June, 2013, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By   
Chris Taylor, President

ATTEST

  
Secretary



## **Objectives**

Fiscal Year 2013-2014

### **Design**

Seek funding for a master streetscape plan.

### **Economic Restructuring**

Seek funding to implement the retail incubator plan.

### **Organization**

Execute a membership and sponsorship drive, especially in December and January, to generate \$13,000.

Plan and execute fundraisers to generate \$8,000, including Trick or Treat Party in the Street and the Wild Color Stampede in October.

### **Promotion**

Install wayfinding signage for Old Town and Downtown McAlester.

Host Crazy Days in August.

Co-host CultureFest in August.

Host the Christmas parade in December.



	Proposed Ending June 2014		Approved Ending June 2013		Budget Ending May 31		Actual Ending May 31	
	Cash	In Kind	Cash	In Kind	Cash	In Kind	Cash	In Kind
<b>Salary and Wages</b>								
Base Salary	22,000		25,000		22,916		15,755	
Taxes	3,003		1,912		1,752		1,297	
Insurance	0		6,000		5,500		0	
<b>Office Expenses</b>								
Rent & Utilities		8,000		8,000		7,333		6,413
Equipment	250		500		458			
Office Supplies	600		600		550		320	
Telephone/Internet	1,965		1,965		1,801		850	
Car Allowance	1,800		1,800		1,650		600	
Contingency	400		400		366			
Accounting Services		6,504		6,504		5,962		5,962
<b>Professional Development</b>								
Conference/Travel	4,000		3,850		3,529		2,347	
Training Materials	100		100		91			
<b>Other Expenses</b>								
Printing/Publications	2,000		200		183			
Promotion/Advertising	200		200		183		99	
Postage	600		300		275		55	
Choctaw Parking Lot	500		500		458			
Other Expenses	400		400		366		164	
<b>Committee Expenses</b>								
Executive Committee	200		200		183		329	
Fundraising/Membership	1,500		200		183			
Promotion	2,000		3,000		2,750		19	
Design	1,500		200		183		4,264	
Economic Restructuring	3,182		835		765		525	
<b>Total Expenses</b>	<b>46,200</b>	<b>14,504</b>	<b>48,162</b>	<b>14,504</b>	<b>44,142</b>	<b>13,295</b>	<b>26,624</b>	<b>12,375</b>
<b>Revenue</b>								
City of McAlester	25,200		28,000		25,666		20,933	
Membership	13,000		13,000		11,916		7,151	
Fundraising	8,000		7,162		6,565		12,974	
	46,200	14,504	48,162	14,504	44,147	13,295	41,058	12,375
<b>Total Budget</b>		<b>60,704</b>		<b>62,666</b>		<b>57,442</b>		<b>53,433</b>
<b>% City funded</b>		<b>41.51</b>	<b>% City funded</b>	<b>44.68</b>	<b>% City funded</b>	<b>44.68</b>	<b>% City funded</b>	<b>39.18</b>





MY HOME • OUR COMMUNITY • THEIR FUTURE

June 12, 2013

Peter J. Stasiak  
City of McAlester  
28 E. Washington  
McAlester, OK 74501

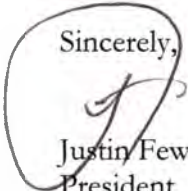
Dear Mr. Stasiak:

On behalf of the Pride In McAlester Board of Directors and Membership, we want to convey how much our organization appreciates and relies upon the continued support from the City of McAlester. We have continued our efforts to make McAlester a cleaner, safer, and more beautiful place to live and work and expanded our programs greatly in the 2012-2013 fiscal year. We ask that you assist us in continuing this success during 2013-2014.

In order to continue our programs, we are requesting sixty thousand dollars (\$54,000.00) from the City of McAlester during the upcoming year.

We have attached a proposed contract, budget, and goals and objectives to clarify our financial needs and expectations. As always, if you have any questions, or would like to discuss this further, please do not hesitate to us.

Sincerely,

  
Justin Few  
President  
Board of Directors



Stephanie Giacomo  
Executive Director

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and Pride In McAlester, Inc., a non-profit corporation ("PIM"). In this Contract, either the City or PIM may also be referred to individually as "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City desires to assist PIM in its efforts to enhance the community with activities to beautify and clean up McAlester; and

**WHEREAS**, PIM possess the knowledge, skills, and ability to assist the City in achieving these desires,

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. PIM will engage in clean up and beautification activities on behalf of the City in order to promote the general welfare of the community and its citizens.
- B. PIM will provide procedural assistance on behalf of the City to promote and accomplish its announced purpose to improve the overall appearance and cleanliness of the City.
- C. The City and PIM will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of PIM's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, PIM shall provide quarterly reports to the City that shall include the current measurements against the goals and objectives and financial statements. Said reports shall be presented to the city manager.
- E. The City will independently monitor PIM's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. PIM will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- F. PIM will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

**2. PAYMENT FOR SERVICES**

- A. In support of PIM's normal cost of operations, the City will pay to PIM the amount of \$54,000.00 during the term of this Contract in monthly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.
- B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

**3. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this Contract shall be July 1, 2013, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2014, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this Contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail, postage prepaid.
- E. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties.

If notice is sent to PIM, it shall be addressed to:

President of Board of Directors  
Pride In McAlester  
P.O. Box 583  
McAlester, OK 74502

If notice is sent to the City, it shall be addressed to:

City Clerk  
City of McAlester  
City Hall  
First and Washington  
McAlester, OK 74501

**4. ASSURANCES AND WARRANTIES**

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.
- D. Nothing in this Contract is intended to authorize PIM to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

**5. INDEMNIFICATION**

- A. PIM shall indemnify and hold the City harmless from any and all claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of PIM or its employees.
- B. PIM shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. PIM waives and releases all actions, liabilities, loss and damages including any subrogated rights it may have against the City based upon any claim



brought against the City do to the negligent acts or omission of a PIM employee.

**6. GENERAL TERMS AND CONDITIONS**

- A. Access and Records. PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender, or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this section.
- D. Compliance with Laws. PIM shall comply with all Federal, State, and Local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, PIM shall refrain from hiring any person who is presently employed by the City, or relatives of any persons who are presently employed by the City. Further, the City shall be notified if any such person serves in any position or office of PIM.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of



performance hereunder is such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.

- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to surrogate to the Parties' rights in the Contract, and/or any other right, in favor or immunity of the City.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if PIM's promise to indemnify or hold the City harmless is found illegal or invalid, PIM shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.
- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
  - a. "ASSURANCES AND WARRANTIES"
  - b. "INDEMNIFICATION";
    - i. "SEVERABILITY"; AND
    - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of June, 2013, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

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

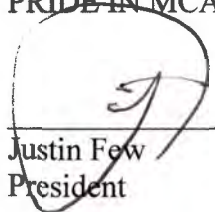
\_\_\_\_\_  
Cora Middleton  
City Clerk

APPROVED AS TO FORM AND LEGALITY:


\_\_\_\_\_  
William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of June, 2013, for the Pride In McAlester.

PRIDE IN MCALESTER

  
\_\_\_\_\_  
Justin Few  
President

ATTEST

  
\_\_\_\_\_  
Cara Dorrell  
Secretary



## FY 2013-2014 GOALS AND OBJECTIVES

---

**OBJECTIVE:** Maintain and grow the Pride In McAlester Organization.

**GOAL:** Build volunteer base.

**GOAL:** Raise funds for programs through operation of the Flea Market, Memberships, and Donations.

**GOAL:** Host Annual Awards Banquet and award members for outstanding service.

---

**OBJECTIVE:** Continue to raise public awareness on PIM events and initiatives.

**GOAL:** Have regular interviews and public service announcements on McAlester Radio.

**GOAL:** Work with the *McAlester News-Capital*, the *Oklahoma Bargain Journal*, and other print news media.

**GOAL:** Promote PIM events and initiatives via social media and email.

**GOAL:** Give presentations at various civic organizations, businesses, and other groups as available.

**GOAL:** Prepare and distribute Pride In McAlester brochures.

---

**OBJECTIVE:** Continue to work with McAlester Public Schools to educate about the importance of environmental issues.

**GOAL:** Give presentations at area elementary schools.

**GOAL:** Support and grow Pride In McAlester High School Auxiliary.

**GOAL:** Participate in MPS Outdoor Classroom.

**GOAL:** Coordinate, participate in, and support locker cleanouts at appropriate MPS locations.

**GOAL:** Support and award the Pride In McAlester Scholarship.

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**OBJECTIVE:** Serve the McAlester community through beautification projects.

**GOAL:** Identify community areas in need of paint or other upgrades.

- GOAL:** Organize community volunteer days to address and complete painting and other improvements in community areas.
  - GOAL:** Work towards improvement and installation of public art installations.
  - GOAL:** Award "Extra Mile Awards" to local businesses and individuals for outstanding efforts in beautifying the community.
- 

**OBJECTIVE:** Promote and encourage recycling.

- GOAL:** Prepare and distribute McAlester Recycling Center Brochures.
  - GOAL:** Work with community organizations, public school systems, and other public avenues to educate about the importance of recycling.
  - GOAL:** Work with the City of McAlester and other area resources to expand and improve the recycling options for residents.
  - GOAL:** Offer complementary cardboard pickup to new residents.
  - GOAL:** Offer recycling at community events, as available.
- 

**OBJECTIVE:** Continue to work towards a cleaner McAlester

- GOAL:** Host Fall Cleanup
  - GOAL:** Host Spring Cleanup including Household Hazardous Waste, Electronics Recycling, Paper Shredding, and Prescription Drug Disposal.
  - GOAL:** Maintain "At Your Leisure" Trash Pickup opportunities for community volunteers.
- 

**OBJECTIVE:** Continue working on the historic restoration and preservation of the OKLA Theater.

- GOAL:** Work with the Department of Environmental Quality, Environmental Protection Agency, Department of Labor, and other resources to identify and responsibly remove environmental hazards present in the OKLA Theater.
  - GOAL:** Collaborate with the Ardeneum of Oklahoma Historical and Educational Organization and McAlester Main Street to progress restoration of the OKLA Theater.
  - GOAL:** Work on fundraising resources, methodologies, and other considerations towards financing the restoration and environmental remediation needs.
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**OBJECTIVE:** Promote and implement Keep Oklahoma Beautiful and Keep America Beautiful initiatives in McAlester.

**GOAL:** Promote America Recycles Day

**GOAL:** Carry out Great American Cleanup™ activities.

**GOAL:** Conduct a Holiday Recycling Drive.

**GOAL:** Make applications for Fresh Paint Days.

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**OBJECTIVE:** Work with and maintain membership with other organizations.

**GOAL:** Maintain affiliation status and participation with Keep Oklahoma Beautiful.

**GOAL:** Maintain participation and membership with the Oklahoma Recycling Association.

**GOAL:** Maintain participation and membership with Preservation Oklahoma.

**GOAL:** Maintain participation and membership with the McAlester Area Chamber of Commerce and McAlester Young Professionals.

**GOAL:** Maintain participation and membership with McAlester Main Street.

**GOAL:** Continue to support and participate during Make A Difference Day.

**GOAL:** Work with other national, state, and local organizations for community advancement and promotion of sustainability.

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## **Pride In McAlester 2013-2014 Budget**

### **Revenue**

Donations & Miscellaneous Fundraisers	\$ 10,200.00
Fundraiser	\$ 44,700.00
Grants & Sponsorships	\$ 2,700.00
McAlester City Contract	\$ 54,000.00
Membership	\$ 2,400.00

<b>Total Revenue</b>	<b>\$ 114,000.00</b>
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### **Operating Expenses**

Advertising	\$ 1,000.00
Fundraiser Expenses	\$ 21,000.00
Facilities and Equipment	\$ 10,000.00
Office Supplies	\$ 3,500.00
Payroll and Expenses	\$ 50,000.00
Travel Expenses	\$ 2,500.00
Project Expenses	\$ 30,000.00
<b>Total Expenses</b>	<b>\$ 118,000.00</b>

<b>Net Income</b>	<b>\$ (4,000.00)</b>
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With this request we ask for your commitment for the fiscal 2013-2014 year.

## **BUSINESS CUSTOMER SERVICE AGREEMENT**

**THIS BUSINESS CUSTOMER SERVICE AGREEMENT** (this "Agreement"), dated 8-7-12, 2012 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and the City of McAlester, Oklahoma on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

**WHEREAS**, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

**WHEREAS**, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

### **1. DEFINITIONS.**

- (a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.
- (b) "Home Market" means the market in which the U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market").
- (c) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

### **2. PROVISION OF SERVICE.**

- (a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

**(b) Data Services.** Customer's use of the data services portion of Service (currently known as **easyedge<sup>sm</sup>** Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B.

**(c) BlackBerry® Services.**

i. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM License(s) can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, Customer shall agree to and comply with the RIM License(s). Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer agree to the applicable RIM License(s) as may be required by RIM.

ii. Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

**(d)** USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

**3. Customer Support.**

USCC shall provide Customer with a major account support team and customer support as set forth in Exhibit C.

**4. RATES AND CHARGES.**

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

(b) With respect to the BlackBerry portion of the Service, if any, Customer shall pay the rates set forth in the attached Exhibit E.

(c) USCC reserves the right to pass through to Customer with prior written notice any increased cost imposed on USCC by RIM with respect to Customer's usage of the BlackBerry portion of the Service. Customer agrees to pay any such cost passed through by USCC.

(d) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D or Exhibit E, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

**5. EQUIPMENT.**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 18 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit G hereto.



6. **BILLING AND PAYMENT.**

USCC shall bill Customer on a monthly basis for all amounts due hereunder. **Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.** USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. **COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

8. **TERM AND TERMINATION.**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire twelve (12) months thereafter (the "Initial Term"). The term of this Agreement may be renewed for successive 12 month periods (each a "Renewal Period") upon written approval by Customer with a maximum of three (3) Renewal Periods under this Agreement.

(b) **Termination.** Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether



voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee of \$150.00 per terminated line of Service. Starting in the 5<sup>th</sup> month after the line of Service is activated, the ETF will be reduced by \$7.50/month (24 month Initial Term) or \$18.50/month (12 month Initial Term).

(d) **Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. **THEFT.**

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

10. **ARBITRATION.**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO

CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT.

**11. CERTIFICATE OF AUTHORITY.**

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

**12. LIMITS OF LIABILITY.**

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

**13. DISCLAIMER OF WARRANTIES.**

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR

ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

**14. ASSIGNMENT.**

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

**15. ENTIRE AGREEMENT AND AMENDMENT.**

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.



16. **GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

17. **NO WAIVER; SEVERABILITY.**

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

18. **NOTICE.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

**USCC:**  
Attn: Kenneth Wills  
4700 S. Garnett Rd.  
Ste 100  
Tulsa, OK 74146

**Customer:**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**  
United States Cellular Corporation  
Attn: Legal and Regulatory Affairs  
8410 West Bryn Mawr  
Chicago, IL 60631  
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.  
Sidley Austin LLP  
One S. Dearborn Street  
Chicago, IL 60603  
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

**19. COMPLIANCE WITH LAW.**

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

**20. PUBLICITY AND ADVERTISING.**

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

**21. IN BUILDING REPEATER SYSTEMS.**

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

**22. AFFILIATES AND SUBSIDIARIES.**

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

**23. CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

**24. CONFIDENTIALITY.**

(a) **Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the



receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

**(b) Maintaining Confidentiality.**

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

**(c) Ownership and Return of Confidential Information.** Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

**(d) Required Disclosures.** Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**UNITED STATES CELLULAR  
CORPORATION**

By: Tommy Arens

Name: Tommy Arens

Title: Director of Sales

**CITY OF MCALESTER, OK**

By: Steve Harrison

Name: Steve Harrison

Title: Mayor

SIGNATURE PAGE  
TO  
BUSINESS CUSTOMER SERVICE AGREEMENT  
BY AND BETWEEN  
UNITED STATES CELLULAR CORPORATION  
AND

[ ]

**EXHIBIT A**  
**CURRENT COVERAGE MAP**  
**(See page 20)**

## **EXHIBIT B**

### **U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement**

1. **Limited License.** The developer of the Application ("Developer") hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term "Application" includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

2. **Restrictions.** You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

3. **Ownership.** You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

4. **Termination.** This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

5. **Disclaimer of Warranty.** THE APPLICATION IS LICENSED TO YOU "AS IS." DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER'S LIABILITY



FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

7. Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

8. Government. If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

9. Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

## **EXHIBIT C**

### **CUSTOMER SUPPORT**

#### **Account Team Contact Information:**

**Ken Wills BAE918-698-9246 cell 918-270-5605 office  
kenneth.wills@uscellular.com**

**Chelsea Henderson Sales Support  
918-270-5617 office  
chelsea.henderson@uscellular.com**

#### **Customer Service Contact Information:**

**Business to Business 1-800-819-9373**

**EXHIBIT D**  
**RATES**  
**Cellular Rate Plan**

Business Community Pooled 300 per user. All 96 users are on one account which pools 300 minutes per cell phone plus the following free add features.

96 users x 300 minutes = 26,100 pooled minutes. Light green on Exhibit A , Maps

\$29.99 per line with 20% discount (\$6.00) = \$23.99 per line.

Total for voice = \$2,303.04

- Free Unlimited Incoming Calls from any phone.
- Free Unlimited Mobile-To-Mobile Calls (U.S. Cellular® to U.S. Cellular®)
- 30 Minutes of Roaming Per Line 96 X 30 = 2,880 pooled minutes Green on Exhibit A ,Maps

U.S. Cellular® offers a 5GB data plan:

9 lines \$30.00 each = \$270.00

1 line tethering = \$24.95

Total for Data = \$294.95

Text Package:

- 8 lines with 250 Text messaging package = \$4.95 (Unlimited Incoming Free)

Total for Text Packages = \$39.60

Grand Total = \$2,637.39 per monthly access.

USCC shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

"Application Charges" means the charges incurred for all monthly subscription fees and "per use" fees for data applications.

"Data Network Usage Charges" means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

**EXHIBIT E**

**BLACKBERRY SERVICE RATES**

**BlackBerry® BES Server Service \$10.00 per month per lines**  
**Plus \$30.00 per month per line for Data**



## **EXHIBIT F**

### **EQUIPMENT**

**A \$50.00 discount from the new or renewal 24 month price list. Price not to go below a penny per phone.**

**71 phones voice only: Samsung Freeform 4 \$9.99 your price \$.01**

**16 Quantico \$79.99 less \$50.00 = \$29.99 your price**

#### **Smart phones:**

**Motorola Electric \$179.99 less \$50.00 = \$129.99**

**Samsung Galaxy S3 \$249.99 32GB model less \$50.00 = \$199.99**

**Samsung Galaxy S3 \$199.99 16GB model less \$50.00 = \$149.99**

**Price list sent as requested**

**EXHIBIT G**

**BLACKBERRY EQUIPMENT**

**U.S. Cellular® has 2 current models in our inventory**

**Curve 9350**

**Torch 9850**

20



Contract for Professional Services Between  
ROBISON INTERNATIONAL, INC.  
and the  
MCALESTER DEFENSE SUPPORT ASSOCIATION  
AND THE CITY OF MCALESTER

This Agreement is made 1 July 2013, by and between Robison International, Inc., a consulting firm doing business in Washington, DC, herein referred to as "Consultant", the McAlester Defense Support Association, herein referred to as "MDSA" and the City of McAlester, Oklahoma herein referred to as "The City".

In consideration of the mutual promises set forth herein, it is agreed by and between Consultant, MDSA and The City:

**ARTICLE I – CHARACTER AND EXTENT OF SERVICES**

A. Consultant agrees to provide consulting services on behalf of MDSA and The City in accordance with the statement of Work, incorporated herein and made part of this Agreement.

B. In furtherance of its business MDSA and The City wish to retain consultant as an independent contractor to render certain described consulting services. This Agreement provides for the retention of Consultant as independent contractor, and neither Consultant, nor his own employees or agents, shall be considered employees of MDSA or The City for any purpose.

C. MDSA and The City agree to cooperate in full with Consultant should such cooperation be necessary to the furtherance of the services described in the Statement of Work.

D. The Account Executive for the Consultant for the purposes of this agreement is Robert (Slim) Marlar.

**ARTICLE II – BILLING AND PAYMENTS**

A. The City agrees to pay Consultant a retainer for the services listed in the statement of work as items 1, 2 and 3 in the amount of Two Thousand dollars (\$2,000) per month beginning 1 July 2013. Such services shall be considered lobbying or unallowable expenses in the sense of CFAR 31.205.33 unless otherwise noted. Payment to Consultant is due within thirty (30) days after receipt of invoice. The City will not be responsible for expenses of Consultant.



B. MDSA agrees to pay Consultant a retainer for the services listed in the statement of work as items 4, 5, and 6 in the amount of Two Thousand dollars (\$2,000), per month beginning July 1, 2013. Such services will not be considered as lobbying. In addition, it is agreed that Consultant will be reimbursed by MDSA in full for all out-of-pocket travel expenses incurred. Reimbursement of expenses hereunder will be made on the basis of itemized statements submitted by Consultant, which statements are to include actual bills, receipts, invoices or other evidence of expenditures. Payment to Consultant is due within thirty (30) days after receipt of invoice.

C. Invoicing and backup documentation will not be prepared in accordance with CFAR 31.205.33 unless required by the Statement of Work.

### **ARTICLE III – CHANGES**

MDSA and The City without invalidating this Agreement may order changes in service within the general scope of the Agreement and Statement of Work, consisting of additions, deletions or other revisions. All such changes shall be authorized in writing and executed by Consultant, MDSA and The City.

### **ARTICLE IV – PLACE AND PERIOD OF PERFORMANCE**

This contract is effective 1 July 2013 through 30 June 2014. However, the Agreement may be terminated by either party upon sixty (60) days written notice, via registered mail, at any time after thirty days from the date this Agreement. In the event of such a termination, the Consultant shall be paid the value of services rendered and cost incurred to the date of termination.

### **ARTICLE V – NOT A WARRANTY**

Consultant agrees to use his best effort in the furtherance of the work described. It is mutually agreed, however, that Consultant does not guarantee or warrant to MDSA and/or The City any particular result of his efforts.

### **ARTICLE VI – ENFORCEMENT**

A. It is mutually understood and agreed that this Agreement shall be governed by and construed in accordance to the laws of the State of Oklahoma. Any action at law or in equity or judicial proceedings for the enforcement of this Agreement, or any provision thereof, shall be resolved by a court of Law having jurisdiction.

B. In the event legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable amount for attorney's fees and court costs.

### **ARTICLE VII – REGISTRATION**

Unless directed otherwise, Consultant shall register as lobbyist on behalf of The City in accordance with the Lobby Disclosure Act of 1995 (2 U.S.C.1601 et seq.).

### **ARTICLE VIII – ENTIRE AGREEMENT**

This document, and attachments incorporate by reference herein, embodies the entire Agreement between MDSA, The City and Consultant. There are no promises, terms, conditions or obligations of either party other than those contained herein. This Agreement shall supersede all previous correspondence, representations or agreements, either written or oral between the parties.

**IN WITNESS WHEREOF**, Consultant, MDSA and The City do hereby place their hands.

#### **CONSULTANT**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Randall L West  
President  
Robison International, Inc.

#### **McAlester Defense Support Association (MDSA)**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Mark Jordan  
Chairman

#### **The City of McAlester (The City)**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Steve Harrison  
Mayor

**ATTEST:**

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

## STATEMENT OF WORK

Robison International Inc. will provide to MDSA and The City the following services and deliverables:

For the City:

1. Information, feedback and perspectives to assist in formulating and implementing short and long term strategies for expansion of The City's participation in DOD and other programs.
2. Assist The City's Washington DC legislative liaison activity as needed.
3. Assist The City's Washington DC lobbying activity to include providing information and assessments on key programs of interest to The City being considered by Congress.

For the MDSA:

4. Assist MDSA and the City in development plans for continuation of current programs/missions, as well as future opportunities at the McAlester Army Ammunition Plant (McAAP) as well as other defense work in the area.
5. Provide position papers and relevant data on issues requested.
6. In performing these services, Robison International will work in close cooperation with MDSA and the City, and other designated points of contact.

*Note: Items 1, 2, and 3 are considering Lobbying*



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 25, 2013  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: June 18, 2013

Item Number: 1  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>T. Ervin</u>	<u>6/18/2013</u>
City Manager	<u>P. Stasiak</u>	<u>6/18/2013</u>



**ORDINANCE NO. \_\_\_\_**

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

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2425 setting forth the Budget for Fiscal Year 2012-2013 beginning July 1, 2012 and ending June 30, 2013; and

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2012-2013 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION 1:** The proposed amendment to the FY 2012-2013 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 and A-3, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2012-2013 Budget.

**SECTION 2:** All portions of the existing FY 2012-2013 Budget, Ordinance No. 2425 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION 3:** That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 4:** Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the

same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

**SECTION 5:** That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this 25th day of June, 2013.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 25th day of June, 2013.**

\_\_\_\_\_  
**William J. Ervin, City Attorney**

**FY 12-13 Budget Amendments listed by fund**

					<u>Revenue</u>	<u>Expense</u>
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		(206,800.00)
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		206,800.00
010	8/14/12	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	105,004.00
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		(51,569.00)
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		51,569.00
028	1/8/13	01	General Fund	Appropriate funds for the Mid-Year Review	(129,200.00)	(66,700.00)
032	1/8/13	01	General Fund	Appropriate funds for the Trails Project	160,000.00	225,118.00
038	3/26/13	01	General Fund	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(519,682.00)	(519,682.00)
042	6/11/13	01	General Fund	Appropriate funds for the payoff of Lease Purchase of 2008 Ford Ambulance and 10 poli	-	(92,456.00)
044	6/25/13	01	General Fund	Appropriate funds for additional funds for Severance pay out and transfer to Nutrition Fur	64,176.00	64,176.00
002	7/24/12	02	MPWA	Appropriate funds for CDBG	-	86,069.00
007	8/14/12	02	MPWA	Appropriate funds for CDBG (not awarded)	-	78,081.00
011	8/14/12	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	71,060.00
019	10/9/12	02	MPWA	Appropriate Funds to account for project bids coming in over budget.	-	20,990.00
029	1/8/13	02	MPWA	Appropriate funds for the Mid-Year Review	(43,490.00)	(7,594.00)
039	3/26/13	02	MPWA	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(443,154.00)	(443,154.00)
043	6/11/13	02	General Fund	Appropriate funds for the payoff of the lease purchase of John Deere Backhoe.	-	(18,041.00)
045	6/25/13	02	MPWA	Appropriate funds for the additional Contracted Refuse Services expenditures with Allied.	108,471.00	108,471.00
046	6/25/13	08	Nutrition	Appropriate additional funds transferred from General fund to Nutrition for expenditures.	16,693.00	16,693.00
022	10/23/12	19	Fire Improvement Grant	Budget Supplement to lapse and reappropriate expenditures for the	71,250.00	75,000.00
036	2/26/13	21	Bond Trustee Fund	Appropriate Funds to Account for the Transfer for Refinancing	3,260,000.00	3,260,000.00
024	11/13/12	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the	1,818,803.00	1,834,544.00
033	1/22/13	26	Education Fund	Appropriated funds for Distribution to Schools for Capital Projects.	-	370,000.00
008	8/14/12	27	Tourism	Appropriate funds for rebranding	-	18,500.00
012	8/14/12	29	E911	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	72,000.00	144,000.00
016	9/11/12	29	E911	Appropriate funds to operating supplies for upgrade to radio base station in order to mee	-	20,000.00
031	1/8/13	29	E911	Appropriate funds for the Mid-Year Review	-	14,400.00
001	7/10/12	30	Economic Development	Appropriate funds for HWY 69 water & sewer	-	350,000.00
013	8/14/12	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	79,873.00
015	8/28/12	30	Economic Development	Appropriate funds for the Award from the Strategic Military Planning Commission.	133,000.00	147,780.00
021	10/9/12	30	Economic Development	Appropriate Funds to account for project bids coming in over budget.	-	35,712.00
034	2/26/13	30	Economic Development	Appropriate for ODEQ Grant & 14th Project	-	38,326.00
037	3/12/13	30	Economic Development	Appropriate Funds for the CDBG-EDIF Taylor Ind Park	115,000.00	115,000.00
003	7/24/12	33	CDBG	Appropriate funds for CDBG	164,150.00	164,150.00
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	78,081.00	-
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	(78,081.00)	-
014	8/14/12	33	CDBG	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	73,874.00	134,302.00
020	10/9/12	33	CDBG Grant	Appropriate Funds to account for project bids coming in over budget.	20,990.00	20,990.00
030	1/8/13	35	Fleet Maintenance	Appropriate funds for the Mid-Year Review	(21,000.00)	(21,000.00)
041	3/26/13	35	Fleet Maintenance	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(41,171.00)	(41,171.00)
035	2/26/13	38	Dedicated Sales Tax	Appropriate Funds to Account for the Refinancing		3,260,000.00
005	7/24/12	41	Capital Fund	Appropriate funds for Fire Payroll	(206,800.00)	-
009	8/14/12	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	601,423.00
018	9/25/12	41	Capital Fund	Appropriate funds for Fire Payroll	(51,569.00)	-
026	11/27/12	41	Capital Fund	Appropriate funds for Utility Maintenance Backhoe.	-	159,600.00
027	12/11/12	41	Capital Fund	Appropriate funds for lease purchase for Paver		26,120.00
040	3/26/13	41	Capital Fund	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(176,895.00)	(62,373.00)
023	11/13/12	42	Federal Forfeiture	Appropriate Funds for new SUV for Patrol		33,000.00
025	11/27/12	42	Federal Forfeiture	Reverse Appropriation 11/13/12 Funds for SUV for Patrol	-	(33,000.00)
<b>Total</b>					<b>4,445,446</b>	<b>10,373,211</b>

**Nutrition**  
**June 25, 2013**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
08	40723	Nutrition	Transfer from General Fund	213,512.00	16,693.00	230,205.00
						-
						-
						-
			Total		16,693.00	

[illegible]

Original Budget - Revenues ***	\$ 279,119
Amendments	16,893
Current Budget - Revenues	\$ 295,812
Original Budget - Expenditures	\$ 279,119
Amendments	16,893
Current Budget - Expenditures	\$ 295,812

Approved by the City Council this  
June 25, 2013

Appropriate additional funds transferred from General fund to Nutrition for expenditures.

Mayor

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

A1113-046



**June 25, 2013**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	40419		Raw Water Sales	-	89,631.00	89,631.00
02	40602		Auctions/Surplus	1,400.00	15,740.00	17,140.00
02	40647		Pretreatment Reimbursement	-	3,100.00	3,100.00
			Total		108,471.00	

[illegible]

Original Budget - Revenues ***	\$ 10,127,000
Amendments	(378,173)
Current Budget - Revenues	\$ 9,748,827
Original Budget - Expenditures	\$ 10,127,000
Amendments	(68,036)
Current Budget - Expenditures	\$ 10,058,964

Approved by the City Council this  
June 25, 2013

Appropriate funds for the additional Contracted Refuse Services expenditures with Allied.

Mayor

City Clerk \_\_\_\_\_ Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40107		Use Tax	590,600.00	64,176.00	654,776.00
						-
						-
			Total		64,176.00	-

[illegible]

## A1113-044



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 25, 2013</u>	Item Number:	<u>2</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 18, 2013</u>	Exhibits:	<u></u>

### Subject

Discussion and update on Financials as of May 31, 2013.

### Recommendation

### Discussion

Discussion on City of McAlester's Financials as of May 31st, 2013.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>T. Ervin</u>	<u>6/18/2013</u>
City Manager	<u>P. Stasiak</u>	<u>6/18/2013</u>



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 25, 2013  
Department: Council  
Prepared By: Buddy Garvin, Ward 5  
Date Prepared: June 18, 2013

Item Number: 3  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

CONSIDER AND ACT TO APPROVE AN ORDINANCE OF THE CITY OF MCALESTER ADOPTING SECTION 22-94, 22-95 AND 22-96. TO BE ADDED TO ARTICLE II, CHAPTER 22, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA TO PROHIBITING AGGRESSIVE BEGGING, PANHANDLING OR SOLICITATION OF ANY PERSON, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

### Recommendation

### Discussion

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	City Attorney	<u>WJE</u>	<u>06.18.13</u>
City Manager	P. Stasiak	_____	<u>06.18.13</u>



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ADOPT SECTION 22-94, 22-95 AND 22-96. TO BE ADDED TO ARTICLE II, CHAPTER 22, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA TO PROHIBITING AGGRESSIVE BEGGING, PANHANDLING OR SOLICITATION OF ANY PERSON, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL THAT:

SECTION 1: Legislative Findings:

(a) The City of McAlester has a duty to protect the rights of all people to exercise their First Amendment rights safely. The City of McAlester has a compelling governmental interest in imposing certain reasonable time, place and manner regulations whenever potential First Amendment activities such as begging, solicitation and panhandling occur on streets, highways, sidewalks, walkways, plazas, and other public venues within the City.

(b) This Ordinance is not intended to limit any persons from exercising their constitutional right to solicit funds, picket, protest or engage in constitutionally protected activities. The provisions of this Ordinance are expressly established to most narrowly tailor any such restrictions to protect the First Amendment rights of all people within the City as well as the rights of non-participating people and their property, and to ensure the rights and safety of all people and/or property to the extent possible.

(c) Persons, approached by individuals asking for money, objects or other things of any value are particularly vulnerable to real, apparent or perceived coercion when such request is accompanied by or immediately followed or preceded with aggressive behavior such as:

- (1) continuing to beg or solicit from a person after the person has given a negative response to such solicitation;
- (2) touching another person in the course of begging or soliciting without that person's consent;
- (3) blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means;
- (4) using violent or threatening gestures which are likely to provoke an immediate violent reaction from the person who is the subject of the solicitation or request for money;

- (5) closely following behind, ahead or alongside a person who has been solicited or asked for money after that person has given a negative response to such solicitation;
- (6) using profane, threatening, or abusive language, either during the solicitation or begging or following a refusal;
- (7) begging or soliciting money from anyone who is waiting in line for tickets, entering a public building or riding on public transportation;
- (8) begging or soliciting in a manner with conduct, words or gestures intended or likely to cause a reasonable person to fear imminent bodily harm, danger or damage to or loss of property or otherwise to be intimidated into giving money or any other thing of value; or
- (9) begging or soliciting in a group of two or more persons in an intimidating fashion.

(d) the City desires to respect a person's potential right to solicit, beg or panhandle while simultaneously protecting another's right to not be unduly coerced.

(e) the City further finds that aggressive soliciting, begging or panhandling of persons within 20 feet of any outdoor seating area of any cafe, restaurant or other business, automated teller machine, mass transportation stop, public teller or pay telephone also subjects people being solicited to improper and undue influence and/or fear and should not be allowed.

(f) persons approaching other individuals in an aggressive manner asking for money, objects or other things of any value after dark in public places inspire alarm and fear, which coupled with the inherent difficulty of establishing identity should not be allowed.

**SECTION 2:** Chapter 22, Article II, of the McAlester Code of Ordinances is hereby amended by adoption of Section 22-94, which shall state:

"22-94. - Purpose and intent.

The public purpose of this Section is to protect the rights of all peoples to exercise their First Amendment rights as well as the people and/or property of those who chose to be non-participating."

**SECTION 3:** Chapter 22, Article II, of the McAlester Code of Ordinances is hereby amended by adoption of Section 22-95, which shall state:

"22-95. - Definitions.

The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) "Beg," "begging" or "panhandling" shall be synonymous and shall mean asking for money or objects of value, with the intention that the money or object be transferred at that time, and at that place. "Solicit" or "Soliciting" shall include using the spoken, written, or printed word, bodily gestures, signs, or other means of communication with the purpose of obtaining an immediate donation of money or other thing of value the same as begging or panhandling and also include the offer to immediately exchange and/or sell any goods or services.

(b) "Aggressive manner" shall mean:

(1) approaching or speaking to a person, or following a person before, during or after soliciting if that conduct is intended or is likely to cause a reasonable person to fear bodily harm to oneself or to another, or damage to or loss of property or otherwise to be intimidated into giving money or other thing of value;

(2) continuing to solicit from a person after the person has given a negative response to such soliciting;

(3) intentionally touching or causing physical contact with another person without that person's consent in the course of soliciting;

(4) intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;

(5) using violent or threatening language and/or gestures toward a person solicited which are likely to provoke an immediate violent reaction from the person being solicited;

(6) following the person being solicited, with the intent of asking that person for money or other things of value;

(7) speaking in a volume unreasonably loud under the circumstances;

(8) soliciting money from anyone who is waiting in line for tickets, for entry to a building or for any other purpose;

(9) soliciting in a manner with conduct, words or gestures intended or likely to cause a reasonable person to fear immediate bodily harm, danger or damage to or loss of property or otherwise be intimidated into giving money or any other thing of value;

(10) begging in a group of two or more persons in an intimidating fashion;

(11) soliciting any person within 20 feet of any outdoor seating area of any cafe, restaurant or other business, automated teller machine, mass transportation stop, public toilet or pay telephone;



(12) soliciting any person in public after dark, which shall mean the time from one half hour before sunset to one-half hour after sunrise.

(c) "Automated teller machine" shall mean a device, linked to a financial institution's account records, which is able to carry out transactions, including, but not limited to: account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments which are made available to banking customers.

(d) "Public place" shall mean a place to which a governmental entity has title, to which the public or a substantial group of persons has access, including, but not limited to: any street, highway, sidewalk, walkway, parking lot, plaza, transportation facility, school, place of amusement, park, or playground."

**SECTION 4:** Chapter 22, Article II, of the McAlester Code of Ordinances is hereby amended by adoption of Section 22-96, which shall state:

"22-96. - Offense.

It shall be unlawful for any person to aggressively beg, panhandle or solicit any other person."

**SECTION 5:** All Ordinances, which are in conflict with the amendment here adopted are hereby repealed.

**SECTION 6: EMERGENCY CLAUSE.** That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this 25th day of June, 2013

CITY OF MCALESTER, OKLAHOMA

A Municipal Corporation

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



ATTEST:

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Cora Middleton, City Clerk

Approved as to form and legality this 25th day of June, 2013.

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William J. Ervin, Jr. City Attorney



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 25, 2013  
Department: Council  
Prepared By: Buddy Garvin, Ward 5  
Date Prepared: June 18, 2013

Item Number: 4  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

CONSIDER AND ACT TO APPROVE AN ORDINANCE OF THE CITY OF MCALESTER AMENDING SECTION 102-233. TO ARTICLE VI, CHAPTER 102, OF THE CODE BY PROHIBITING PEDESTRIANS IN OR AROUND A PUBLIC ROADWAY FROM SOLICITING A RIDE, DONATIONS, EMPLOYMENT OR BUSINESS FROM THE OCCUPANT OF ANY VEHICLE, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

### Recommendation

### Discussion

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	City Attorney	<u>WJE</u>	<u>06.18.13</u>
City Manager	P. Stasiak	_____	<u>06.18.13</u>

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND SECTION 102-233. TO ARTICLE VI, CHAPTER 102, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING PEDESTRIANS IN OR AROUND A PUBLIC ROADWAY FROM SOLICITING A RIDE, DONATIONS, EMPLOYMENT OR BUSINESS FROM THE OCCUPANT OF ANY VEHICLE, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL THAT:

SECTION 1: Chapter 102, Article VI, of the McAlester Code of Ordinances is hereby amended to include the following:

Sec. 102-233. ~~Soliciting business, etc.~~ Pedestrians soliciting rides, business or donations from vehicle occupants.

~~No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway. (Code 1974, § 28-225(b))~~

- (a) No person shall stand in a public roadway, or stand in a traffic median, shoulder, improved shoulder, sidewalk, roadway right-of way or the improved portion of any public roadway for purpose of soliciting a ride, donations, employment or business from the occupant of any vehicle.
- (b) No person shall stand in any street, roadway traffic median, shoulder, improved shoulder, sidewalk, roadway right-of way or the improved portion of any public roadway and stop or attempt to stop and engage any person in any vehicle for the purpose of soliciting contributions or donations; or sell or attempt to sell anything to any person in any vehicle; or hand or attempt to hand to any person in any vehicle any circular, advertisement, handbill or any political campaign literature, or any sample, souvenir or gift; or in any other manner, while standing in the street or roadway or above described areas, attempt to interfere with the normal flow of traffic for any other similar purpose. State law reference-Soliciting rides or business in streets, 47 O.S. § 11-507.

SECTION 2: All Ordinances, which are in conflict with the amendment here adopted are hereby repealed.

SECTION 3: EMERGENCY CLAUSE. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately by the CITY COUNCIL OF  
THE CITY OF MCALESTER, OKLAHOMA this 25th day of June, 2013

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

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

ATTEST:

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

Approved as to form and legality this 25th day of June, 2013.

\_\_\_\_\_  
William J. Ervin, Jr. City Attorney





# McAlester City Council

## AGENDA REPORT

Meeting Date: 06/25/2013  
Department: Fire Department  
Prepared By: Brett Brewer  
Date Prepared: 06/18/2013

Item Number: 5  
Account Code:  
Budgeted Amount:  
Exhibits: 2

### Subject

Discussion, and possible action, to share in the cost with the Pittsburg County Fire Fighters Association for implementation of a new pager/repeater communication system. 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 cost share of communications equipment for Pittsburg County Fire Fighters Association, 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

The Pittsburg County Fire Fighters Association is implementing a new pager/repeater communications system. All members of the Association have been asked to share the cost of the system, which will be done in 2 phases. The cost to the McAlester Fire Department for phase one is not to exceed \$3,000.00. We will be transferring monies from the City of McAlester's portion of the county quarter cent excise tax to Pittsburg County Emergency Management to facilitate the purchase of the needed equipment. Fire Administration recommends approval of this expenditure.

### Approved By

	Initial	Date
Department Head	BB	06/18/2013
City Manager	P. Stasiak	06/18/2013

# McAlester/Pittsburg County Emergency Management

1210 N. West Street  
McAlester, Ok. 74501  
918 423 5655  
918 423 2677  
[civildefense@allegiance.tv](mailto:civildefense@allegiance.tv)

June 18, 2013

To: Pittsburg County Clerk, Pittsburg County Board of County Commissioners and all fire departments within Pittsburg County:

The following is the listing of expenses incurred in Phase I of the Pittsburg County Paging Project:

Motorola Solutions:	\$30817.50	P.O. # 9428
TESSCO	13912.01	9446
TESSCO	166.12	10020
SMT	1600.00	10383
SMT	4800.00	10554
Muskogee Comm.	8500.00	10643
Total	\$59795.63	

The following is a listing of equal payments for each fire department that is to be transferred to Pittsburg County Emergency Management for equal share payment of this project:

Canadian VFD	\$2061.92
Blue VFD	\$2061.92
Elm Point VFD	\$2061.92
Kiowa VFD	\$2061.92
Haywood-Arpelar VFD	\$2061.92
Arrowhead Estates VFD	\$2061.62
Indianola VFD	\$2061.92
Alderson VFD	\$2061.92
McAlester Fire Dept.	\$2061.92
Sams Point VFD	\$2061.92
Crowder VFD	\$2061.92

Ashland VFD	\$2061.92
Bugtussle VFD	\$2061.92
Shady Grove VFD	\$2061.92
Tannehill VFD	\$2061.92
Highway 9 VFD	\$2061.92
Hartshorne FD	\$2061.92
Blanco VFD	\$2061.92
Savanna	\$2061.92
Quinton VFD	\$2061.92
Gaines Creek VFD	\$2061.92
Pittsburg VFD	\$2061.92
Krebs VFD	\$2061.92
Haileyville VFD	\$2061.92
High Hill VFD	\$2061.92
Canadian Shores VFD	\$2061.92
Union Chappell VFD	\$2061.92
Russellville VFD	\$2061.92
Pitts Co Emergency Mgmt.	\$2061.87
Total	\$59795.63

Respectfully,

A handwritten signature in black ink, appearing to read "Trent Myers", with a long, sweeping horizontal line extending to the right.

Trent Myers, Director  
Pittsburg County Emergency Management

PITTSBURG COUNTY CLERK  
HOPE TRAMMELL

6/19/2013  
10:06:22AM

Appropriation Ledger  
Account FD-MCAL-2: MCALESTER FIRE DEPT M&O  
Fiscal Year 2012-2013

Dist.	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	8/6/2012	MONTHLY APPROPRIATION			\$6275.72	JULY 2012			60,594.81	0.00	60,594.81
	8/17/2012	MOTOROLA SOLUTIONS	002254	\$1,886.00					60,594.81	1,886.00	58,708.81
	9/4/2012	MONTHLY APPROPRIATION			\$5805.79	AUGUST 2012			66,400.60	1,886.00	64,514.60
	9/27/2012	WEDDLE SIGNS	003407	\$762.00					66,400.60	2,648.00	63,752.60
	10/1/2012	MONTHLY APPROPRIATION			\$6455.39	SEPT 2012			72,855.99	2,648.00	70,207.99
	10/9/2012	MOTOROLA SOLUTIONS	002254			\$1,886.00	10/17/2012	000479	70,969.99	762.00	70,207.99
	10/22/2012	WEDDLE SIGNS	003407			\$762.00	10/30/2012	000543	70,207.99	0.00	70,207.99
	11/5/2012	MONTHLY APPROPRIATION			\$6583.73	OCT 2012			76,791.72	0.00	76,791.72
	11/27/2012	TEXAS AMERICA SAFETY CO	005012	\$1,905.00					76,791.72	1,905.00	74,886.72
	12/3/2012	MONTHLY APPROPRIATION			\$5261.63	NOV 2012			82,053.35	1,905.00	80,148.35
	12/17/2012	MCALESTER NEWS CAPITAL	005574	\$42.50					82,053.35	1,947.50	80,105.85
	12/19/2012	MOTOROLA SOLUTIONS	005637	\$360.00					82,053.35	2,307.50	79,745.85
	12/31/2012	MCALESTER NEWS CAPITAL	005574			\$42.50	1/4/2013	000910	82,010.85	2,265.00	79,745.85
	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
	4/22/2013	MIDWEST PRINTING	007746			\$85.00	4/29/2013	001547	31,691.96	0.00	31,691.96
	5/1/2013	DEFRANGE AUTO	009250	\$675.00					31,691.96	675.00	31,016.96
	5/1/2013	NORTHERN TOOL & EQUIPM	009251	\$620.00					31,691.96	1,295.00	30,396.96
	5/1/2013	CHIEF FIRE & SAFETY	009252	\$2,625.00					31,691.96	3,920.00	27,771.96
	Year Total:			\$13,748.50	\$0.00	\$9,828.50			\$31,691.96	\$3,920.00	\$27,771.96

\* Paid column reflects the date on which the warrant was cancelled or void.



PITTSBURG COUNTY CLERK  
HOPE TRAMMELL

6/19/2013  
10:06:22AM

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>
	5/6/2013	MONTHLY APPROPRIATION			\$5321.19	APRIL 2013			37,013.15	3,920.00	33,093.15
	5/10/2013	ATWOODS	009549	\$559.98					37,013.15	4,479.98	32,533.17
	5/13/2013	DEFRANGE AUTO	009250			\$675.00	5/20/2013	001686	36,338.15	3,804.98	32,533.17
	5/28/2013	NORTHERN TOOL & EQUIPM	009251		\$-50.01				36,338.15	3,754.97	32,583.18
	5/28/2013	NORTHERN TOOL & EQUIPM	009251			\$569.99	6/6/2013	001757	35,768.16	3,184.98	32,583.18
	6/3/2013	MONTHLY APPROPRIATION			\$5189.03				40,957.19	3,184.98	37,772.21
	6/3/2013	Range Totals:		\$14,308.48	\$-50.01	\$11,073.49					

Year Total: \$14,308.48 \$-50.01 \$11,073.49

\$40,957.19 \$3,184.98 \$37,772.21

\* Paid column reflects the date on which the warrant was cancelled or void.

Page 2 of 2

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PITTSBURG COUNTY CLERK  
HOPE TRAMMELL

6/19/2013  
10:06:45AM

## 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>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	11/5/2012	CARRYOVER BALANCE			\$1717.00				4,733.99	0.00	4,733.99
	12/19/2012	GALL S INC	005636	\$1,800.00					4,733.99	1,800.00	2,933.99
	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
	4/16/2013	MOTOROLA SOLUTIONS	008843	\$14,391.80					33,966.01	19,339.51	14,626.50
	4/29/2013	GALL S INC	008767		\$-276.66				33,966.01	19,062.85	14,903.16
	4/29/2013	GALL S INC	008767			\$1,568.25	5/8/2013	001595	32,397.76	17,494.60	14,903.16
	5/1/2013	ADVANTAGE TRUCK EQUI	009253	\$1,350.00					32,397.76	18,844.60	13,553.16
	5/13/2013	ADVANTAGE TRUCK EQUI	009253			\$1,350.00	5/21/2013	001687	31,047.76	17,494.60	13,553.16
	5/28/2013	MOTOROLA SOLUTIONS	008843		\$-200.00				31,047.76	17,294.60	13,753.16
	5/28/2013	MOTOROLA SOLUTIONS	008843			\$14,191.80	6/4/2013	001758	16,855.96	3,102.80	13,753.16
	6/10/2013	MUSKOGEE COMMUNICATI	006485			\$3,102.80		001831	13,753.16	0.00	13,753.16
	6/10/2013	<b>Range Totals:</b>		<b>\$56,932.51</b>	<b>\$-951.68</b>	<b>\$55,980.83</b>					

Year Total: \$56,932.51 \$-951.68 \$55,980.83

\$13,753.16 \$0.00 \$13,753.16

\* 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: June 25, 2013  
Department: Public Works - Engineering  
Prepared By: John C. Modzelewski, PE  
Date Prepared: June 14, 2013

Item Number: 6  
Account Code: 01-5865403  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc. to construct improvements to various concrete panels along portions of Electric Avenue.

### Recommendation

The recommendation is to enter into an agreement with Katcon, Inc. for a Total Bid equal to \$266,148.00 to construct improvements to various concrete panels along portions of Electric Avenue. The funding source for this project is Account Number 01-5865403.

### Discussion

This project includes the construction necessary to replace the existing failing concrete panels along portions of Electric Avenue, including between G Street and Main Street and between Fifth Street and Fifteenth Street. The scope of work will include: (1)demolish and remove up to 30,000 square feet of failed concrete panels (2)excavate sub-grade and replace with 1 ½" crusher run (3) place back 3,500 psi concrete and cure pavement. The project was advertised on May 19, 2013 and May 26, 2013. Two Bid Documents were received and opened on June 11 2013. After reviewing the Bid Documents, the City of McAlester Engineering Division determined that Katcon, Inc. was the lowest, responsible, qualified bidder.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/14/13
City Manager	P. Stasiak	06/17/13

# 2013 CONCRETE PANEL REPLACEMENT: PROJECT 4

## BID OPENING

McAlester Municipal Building

10:00AM

June 11, 2013

NAME

BID

1 Contech, Inc.  
114 S. Elm Place  
Broken Arrow, OK 74013

\$ 318,600.00

2 Katcon  
P.O. Box 1329  
McAlester, OK 74503

\$ 266,148.00

4

5

6



## AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_, 2013 by and between THE CITY OF McALESTER, hereinafter called "OWNER" and KATCON Inc doing business as (an individual)(a partnership) (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete construction of  
2013 CONCRETE PANEL REPLACEMENT: PROJECT 4
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$266,148.00 as shown in the BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) INVITATION FOR BIDS
  - (b) INFORMATION TO BIDDERS
  - (c) BID FORM
  - (d) PAYMENT BOND
  - (e) PERFORMANCE BOND
  - (f) MAINTENANCE BOND
  - (g) NOTICE OF AWARD
  - (h) NOTICE TO PROCEED
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

OWNER: CITY OF McALESTER

(SEAL)

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

Name: Steve Harrison

Title: Mayor

ATTEST:

\_\_\_\_\_

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

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

Name \_\_\_\_\_  
(Please Type)

(SEAL)

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 25, 2013  
Department: City Manager  
Prepared By: Peter J. Stasiak  
Date Prepared: June 17, 2013

Item Number: 7  
Reviewed by Legal:  
Account Code:  
Budgeted Amount:  
Exhibits: 2

### Subject

Confirm action taken on City Council Agenda Item 7, Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by .43% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013. Staff does not recommend passing increase on to Citizens.

### Recommendation

Motion to approve the new service residential rate increase of .43% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013.

### Discussion

The staff recommends no increase to residents at this time. The City will absorb the increase based on what it already charges its customers. New rate effective July 1, 2013. Residential rate charged to the City for residential customers will increase from \$9.49/month to \$9.53/month.

### Approved By

Initial

Date

Department Head  
City Manager

P. Stasiak

06/17/2013



June 4, 2013

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

Dear Mr. Stasiak,

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

Per page 10 of the current agreement, Section 5.03.01 **Effective July 1, 2013**, the new service rate is calculated using the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (< 50,000) which as of April 2013 equals 1.0% (x 90%) and the U.S City Average, Other Motor Fuels as of April 2013 was -4.7% (x 10%). New rates effective July 1, 2013 are reflected on page 2 of this letter.

Information collected from [www.bls.gov](http://www.bls.gov)

**CPI-U All Items Index Midwest, Size D**

$$\frac{218.915 - 216.658}{216.658} = 1 \times .9 = .9\%$$

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

$$-4.7 \times .1 = -.47$$

$$\text{Total Adjustment } .9 - .47 = .43\%$$

This adjustment of **.43%** will be added to all Residential and Commercial accounts billed through the city. Please make any necessary changes in your billing system to account for this rate change. These changes will be reflected on the July invoice which will be received by the city in August 2013.

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

Best regards,

***Russell Haywood***

Russell Haywood  
Municipal Services Manager  
Republic Services/Allied Waste  
Phone: 918-704-6266  
Email: [rhaywood@republicservices.com](mailto:rhaywood@republicservices.com)



**New Rates Effective July 1, 2013  
McAlester, Ok**

<b>COMMERCIAL</b>					
Collection Rates	1X per week	2X per week	3X per week	4X per week	5X per week
2 CY Container	\$32.31	\$64.63	\$96.94	\$129.26	\$161.58
4 CY Container	\$64.63	\$129.26	\$193.90	\$258.53	\$323.16
6 CY Container	\$96.94	\$193.90	\$290.84	\$387.79	\$484.74
8 CY Container	\$129.26	\$258.53	\$387.79	\$517.06	\$646.32
95 Gal Comm Cart	\$15.99				

<b>RESIDENTIAL</b>	
Service	1 x week
Residential Cart (includes handicap houseside svc)	\$9.53
Second cart	\$0.00
Third cart	\$3.20

Adjustment based on City of McAlester invoice dated 5/31/2013

Residential	\$57,396.08 x .0043=	\$246.80
Commercial	\$91,895.49 x .0043=	\$395.15
Total per month		\$641.95
	X 12 months	
Approx. Total per year		\$7,703.41



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 25, 2013  
Department: City Manager  
Prepared By: Cora Middleton, City Clerk  
Date Prepared: June 17, 2013

Item Number: 8  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

Consider, and act upon Appointing an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan.

### Recommendation

Motion to approve the Appointment of an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan.

### Discussion

#### Attachments:

- 1) Letter from OMRF – Distribution & Project Manager
- 2) Notice of Authorized Agent – Form (front & back)
- 3) DB 3.10

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		CM	06/17/13
City Manager	P. Stasiak	_____	06/17/13

May 28, 2013

MARCY ALEXANDER  
STILLWATER  
DISTRICT 5

DONNA DOOLEN  
ADA  
DISTRICT 3

JAY HEINRICH  
BROKEN ARROW  
DISTRICT 1

LEROY LAGE  
WATONGA  
DISTRICT 8

JIM LUCKETT, JR.  
EL RENO  
AT-LARGE

ROBERT PARK  
SALLISAW  
DISTRICT 2

JOHN SHUGART  
BETHANY  
DISTRICT 6

GEORGE WILKINSON  
WEATHERFORD  
DISTRICT 7

BERTHA ANN YOUNG  
SHAWNEE  
DISTRICT 4

City of McAlester  
PO Box 578  
McAlester OK 73446-0541

Dear Sirs,

Per your discussions and meeting with Jodi Cox and Chris Whatley, I have compiled the documents for you to join the Oklahoma Municipal Retirement Fund, which include the following for approval by your Board of Trustees:

- Ordinance - to adopt the Joinder Agreement & Defined Contribution Plan (2 sets)
- Resolution - to adopt the OMRF Trust Indenture (2 sets)
- Authorized Agent Appointment - to designate the formal contact person

The Joinder Agreement and Plan specify your plan provisions and benefits. (Please review these carefully to verify that the plan is designed as you requested.) The Trust Indenture is used for the city to join the OMRF system and the pooled trust fund. You should take time to review the "Administration" section of the plan document which outlines the duties of the Authorized Agent. All sets of each document need to be completed and signed.

After your governing board has approved and the appropriate officials have signed the Resolutions, Ordinances and Joinders, please return the following to OMRF as soon as possible for approval by the OMRF Trustees (all originals):

- 2 sets of the Ordinance and Joinder Agreement
- 1 set of the Resolution with Ada/Shawnee Agreement
- 1 Authorized Agent Appointment Form

One original Ordinance and Joinder will be returned to you after it is approved and signed by the OMRF Trustees.

If you have any questions concerning any of these items, please feel free to call Chris, Jodi or myself. Chris and Jodi will work with you further, after your City Council approval, to proceed on your enrollment process. We look forward to having the City of McAlester as a member of the state's premier retirement program. Welcome aboard!

Sincerely,



Enclosures



**NOTICE OF AUTHORIZED AGENT**

An Authorized Agent shall be designated in writing by the Plan's Retirement Committee (governing body) and shall act as the agent of the Employer in matters pertaining to the Plan and the Fund to centralize in one person the local administration and coordination of Plan activities including contribution and payroll information, forms and applications for Plan participants, and to assist Participants, the Employer and Committee regarding Plan matters. Refer to the back of this form or the plan document for specific duties.

Name of Municipality or Municipal Entity \_\_\_\_\_  
Federal Tax I.D. Number \_\_\_\_\_  
Approved Authorized Agent (please print) \_\_\_\_\_  
Title \_\_\_\_\_  
Authorized Agent's Signature \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Other Correspondents, title and phone number if different than above:

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

The undersigned hereby certifies that the foregoing information was introduced before the \_\_\_\_\_ governing body) of \_\_\_\_\_, Oklahoma, and was duly approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of \_\_\_\_\_

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

Title: \_\_\_\_\_

(Mayor or Chairman)

Certified by: \_\_\_\_\_

\_\_\_\_\_  
Date (Seal)

City Clerk



**Excerpt from Section 9.1 (b) of the Master Defined Benefit Plan**

**Authorized Agent:** An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Fund) in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Employees, and to advise Employees, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

1. To coordinate the deduction of Employee contributions and to see that Employer and Employee contributions are properly received as such by the City Treasurer of the Plan and by him forwarded promptly to the Fund for management and investment;
2. To forward any communications directed to Employees and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;
3. To lend assistance to Employees and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;
4. To keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;
5. To assist the Committee in determining whether or not Employees are eligible for participation in the Plan;
6. To certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and
7. To file at the direction of the Committee a petition or nomination, and cast a ballot for election of Trustees of the Fund.

Council Chambers  
Municipal Building  
June 11, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, June 11, 2013, at 6:00 P.M. after proper notice and agenda was posted June 7, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin,  
& Steve Harrison  
Absent: Sam Mason  
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 May 28, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 4, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$2,706.96.
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2013 through June 30, 2014. (No increase in service rates – same as last year.) *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item L, a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item M, an agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item N, authorizing the Mayor to sign a Resolution extending Healthcare Coverage with Oklahoma Public Employees Health & Wellness in the amount of \$469.10/per full time regular employee for a period of July 1, 2013 through June 30, 2014, and appointing a member of the City Council to the OPEH&W Plan Board. *(Pamela Kirby, Human Resources Manager & Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item O, to approve application with for a dental insurance plan for all full time regular employees with **Guardian** for the period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
- Confirm action taken on City Council Agenda Item P, to approve application with **Superior Vision Services, Inc.** for vision care for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
- Confirm action taken on City Council Agenda Item Q, to approve application and participation agreement with **Lincoln National Life Insurance Company** for Life Insurance and Long Term Disability Insurance for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
- Confirm action taken on City Council Agenda Item R, to authorize the Mayor to sign a Letter of Agreement between the Oklahoma Tobacco Settlement Endowment Trust and City of McAlester for grant funds received from the Oklahoma Tobacco Settlement Endowment Trust Fund (TSET), through the Healthy Communities Incentive Grant Program. *(Pamela Kirby, Human Resources Manager)*
- Confirm action taken on City Council Agenda Item S, a one (1) year Agreement between the City of McAlester and McAlester Regional Health Center Authority (MRHC) for services of MRHC's Wellness Center Facility for City Employees *(Pamela Kirby, Human Resources Manager)*

- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Master Agreement for Internet Services between the City of McAlester and AT&T. (*James Stanford, IT Computer Specialist*)
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Service Agreement with MegaPath for local and long distance phone calling for the City of McAlester. (*James Stanford, IT Computer Specialist*)

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary



Council Chambers  
Municipal Building  
June 11, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, June 11, 2013, at 6:00 P.M. after proper notice and agenda was posted June 7, 2013.

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

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

- Approval of the Minutes from the May 21, 2013 Special Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)
- Approval of the Minutes from the May 28, 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 June 4, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$287,971.84.
- Confirm action taken on City Council Agenda Item C, Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33460-TW. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2013 through June 30, 2014. (No increase in service rates – same as last year.) (*James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item L, a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond

- counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item M, an agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*
  - Confirm action taken on City Council Agenda Item N, authorizing the Mayor to sign a Resolution extending Healthcare Coverage with Oklahoma Public Employees Health & Wellness in the amount of \$469.10/per full time regular employee for a period of July 1, 2013 through June 30, 2014, and appointing a member of the City Council to the OPEH&W Plan Board. *(Pamela Kirby, Human Resources Manager & Peter J. Stasiak, City Manager)*
  - Confirm action taken on City Council Agenda Item O, to approve application with for a dental insurance plan for all full time regular employees with **Guardian** for the period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
  - Confirm action taken on City Council Agenda Item P, to approve application with **Superior Vision Services, Inc.** for vision care for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
  - Confirm action taken on City Council Agenda Item Q, to approve application and participation agreement with **Lincoln National Life Insurance Company** for Life Insurance and Long Term Disability Insurance for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
  - Confirm action taken on City Council Agenda Item R, to authorize the Mayor to sign a Letter of Agreement between the Oklahoma Tobacco Settlement Endowment Trust and City of McAlester for grant funds received from the Oklahoma Tobacco Settlement Endowment Trust Fund (TSET), through the Healthy Communities Incentive Grant Program. *(Pamela Kirby, Human Resources Manager)*
  - Confirm action taken on City Council Agenda Item S, a one (1) year Agreement between the City of McAlester and McAlester Regional Health Center Authority (MRHC) for services of MRHC's Wellness Center Facility for City Employees *(Pamela Kirby, Human Resources Manager)*
  - CONFIRM ACTION TAKEN ON CITY COUNCIL AGENDA ITEM 1, WITH RESPECT TO A RESOLUTION AUTHORIZING THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") TO ISSUE ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,890,000.00; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY

OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING EXECUTION OF AN INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO. *(Jon Wolff Municipal Finance Services, Inc. and Alan Brooks, Public Finance Law Group PLLC)*

- CONFIRM ACTION TAKEN ON CITY COUNCIL AGENDA ITEM 2, WITH RESPECT TO A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO. *(Jon Wolff Municipal Finance Services, Inc. and Alan Brooks, Public Finance Law Group PLLC)*
- Confirm action taken on City Council Agenda Item 3, a Resolution confirming the City of McAlester has the resources or can obtain the resources necessary to provide Economic Development service to the Citizens of McAlester. *(Councilman Travis Read)*
- Confirm action taken on City Council Agenda Item 4, a contract requesting funding for economic development services between MPower Economic Development Corporation and the City of McAlester. *(MPower Board of Directors)*

- Confirm action taken on City Council Agenda Item 5, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, approval of special claims list attached hereto for pay-off of capital leases. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Master Agreement for Internet Services between the City of McAlester and AT&T. *(James Stanford, IT Computer Specialist)*
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Service Agreement with MegaPath for local and long distance phone calling for the City of McAlester. *(James Stanford, IT Computer Specialist)*
- Confirm action taken on City Council Agenda Item 9, a Resolution of Support for the Southwinds Aldridge Apartments, LP for Development for the Aldridge Apartments, LP Development and authorizing a monetary contribution from Economic Development funds in minimum amount of \$14,001.
- Confirm action taken on City Council Agenda Item 11, an Ordinance amending the City of McAlester Code of Ordinances, Chapter 62, Land Development Code, Article VI, Subdivision Regulations, Division 3, Design Standards, Generally, Section 62-397, Subdivision Design Standards (A) Streets (11). Repealing all conflicting Ordinances; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 13, a Professional Services Agreement with a consultant to be named for the design of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None



Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
May 28, 2013

The McAlester Retirement Trust Authority met in Regular session on Tuesday, May 28, 2013 at 6:00 P.M. after proper notice and agenda was posted May 24, 2013.

Present: Weldon Smith, 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 April 23, 2013, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of May, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$69,789.56.
- Confirm action taken on City Council Agenda Item 7, approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. *(Peter J. Stasiak, City Manager)*

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.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary