



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, August 13, 2013 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison Mayor
Weldon Smith Ward One
John Titsworth Ward Two
Travis Read Ward Three
Robert Karr Ward Four
Buddy Garvin Ward Five
Sam Mason, Vice Mayor Ward Six

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Felix Waller, Kings House

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 July 9, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the July 23, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for July 17, 2013 to August 6, 2013. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, to approve/renew Campus Police Agreement, between the City of McAlester and ISD80 (McAlester Public Schools). *(William J. Ervin, City Attorney)*
- E. Consider and act upon, to authorize the City Attorney to provide notice of the proposed annexation of adjacent or contiguous territory, as required by 11 O.S. § 21-103(B), and to set a public hearing on said Annexation for Tuesday September 10, 2013, at 6:00 p.m. *(William J. Ervin, City Attorney)*
- F. Consider and act upon, to authorize the City Attorney to file a District Court Action regarding forfeiture and disposition of certain personal property held as evidence, more particularly: monies, bicycles and firearms. *(William J. Ervin, City Attorney)*
- G. Consider and act upon, to authorize the City Attorney to terminate/dissolve the McAlester Cemetery Trust. *(William J. Ervin, City Attorney)*
- H. Consider and act upon, authorizing the City Manager to sign a Letter of Support for the Choctaw Nation's application for funding under the U.S. Department of Commerce Grant Program to build a recycling facility at the Steven Taylor Industrial Park. It is the intent of the Choctaw Nation to partner with The City of McAlester and Allied Waste to implement a single stream recycling center at the Stephen Taylor Industrial Park. *(Peter J. Stasiak, City Manager)*
- I. Consider and act upon, authorizing the City Manager to waive permit fees for the 2nd Annual Citywide Yard Sale on October 5, 2013 between 8:00 a.m. – 1:00 p.m. *(Pamela Kirby, Grant Writer)*

ITEMS REMOVED FROM CONSENT AGENDA**PUBLIC HEARING**

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

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, ADDING SECTION 21; ENTITLED DOG PARK; SETTING HOURS OF OPERATION; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: ALL THAT PORTION OF THE MK&T RAILROAD IN BLOCKS 136, 137, 138 AND 139 IN NORTH MCALESTER, Pittsburg County, State of Oklahoma FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT OF LAND IN SECTION 24, TOWNSHIP 5 NORTH, RANGE 14 EAST AND IN SECTION 19, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM I-1 (LIGHT INDUSTRIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

SCHEDULED BUSINESS

1. Consider and act upon, a re-zone for all that portion of MK&T Railroad in Blocks 136, 137, 138 and 139 in North McAlester from R-1B single family residential district to a C-5 Highway Commercial District. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the re-zone from R-1B Single Family Residential District to a C-5 Highway Commercial District and authorizing the Mayor to sign the attached Ordinance.

2. Consider and act upon, a change in zoning from I-1 Light Industrial District to a C-5 Highway Commercial District known as the Southside Business Park. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon changing the existing zoning from I-1 Light Industrial District to a C-5 Highway Commercial District and authorizing the Mayor to sign the attached Ordinance.

3. Consider and act upon, an ordinance of the City of McAlester Oklahoma amending Chapter 10, Article 1; in general adding Section 21; entitled Dog Park; setting hours of operation, an establishing rules, and declaring an emergency. *(Mel Priddy, Director of Community Services)*

Executive Summary

Motion to approve Ordinance amending Chapter 10, Article 1; in general adding Section 21.

4. Discussion and possible action, on Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor accepting application of enclosed business

as an applicant and authorize the certificate of acceptance of H.L.'s Sport Shop as a participant. *(Toni Ervin, CFO)*

Executive Summary

McAlester Main Street and Staff would like to request direction on the following application matter. Our recommendation would be to accept this business as an applicant and authorize Mayor to sign certificate of acceptance as a participant.

5. Consider, and act upon, authorizing the Mayor to sign a "Seasonal Pole Attachment Agreement" between the City of McAlester and Public Service Company of Oklahoma (PSO). *(John Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

Motion to approve the "Seasonal Pole Attachment Agreement" between the City of McAlester and Public Service Company of Oklahoma (PSO) and authorize the Mayor to sign after review and approval by City Attorney's Office.

6. Consider and Act to authorize the City Attorney to file any and all necessary District Court Action(s) to secure access to documents and records of MPower Economic Development, and to protect the interest of the City of McAlester in relation to its expired/terminated contract with MPower Economic Development Corporation. *(William J. Ervin, City Attorney)*

Executive Summary

Motion to approve authorization for the City Attorney to file any and all necessary District Court Action(s).

7. Consider and Act to authorize the Mayor to execute a City-County Jail Services Agreement. *(William J. Ervin, City Attorney)*

Executive Summary

Motion to approve authorizing the Mayor to execute a City-County Jail Services Agreement.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 23, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending July 2, 2013. *(Toni Ervin, Chief Financial Officer)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the July 23, 2013 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending July 2, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, to authorize the City Attorney to provide notice of the proposed annexation of adjacent or contiguous territory, as required by 11 O.S. § 21-103(B), and to set a public hearing on said Annexation for Tuesday September 10, 2013, at 6:00 p.m. *(William J. Ervin, City Attorney)*
- Confirm action taken on City Council Agenda Item F, to authorize the City Attorney to file a District Court Action regarding forfeiture and disposition of certain personal property held as evidence, more particularly: monies, bicycles and firearms. *(William J. Ervin, City Attorney)*
- Confirm action taken on City Council Agenda Item 1, a re-zone for all that portion of MK&T Railroad in Blocks 136, 137, 138 and 139 in North McAlester from R-1B single family residential district to a C-5 Highway Commercial District. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, a change in zoning from I-1 Light Industrial District to a C-5 Highway Commercial District known as the Southside Business Park. *(Peter J. Stasiak, City Manager)*

ADJOURN MPWA**RECONVENE COUNCIL MEETING**

EXECUTIVE SESSION

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:

Nelson, Osborne & Sparks v. City of McAlester (Claim); Dobson v. City of McAlester; C. Cox v. City of McAlester; City of McAlester v. Randy Green, Case No. C-06-844; McCormick vs. City of McAlester 2011-CIV-166; Cox et al v. City of McAlester, Oklahoma 12-CIV-100; Nakina Williams v. City of McAlester; IAFF v. PERB and The City of McAlester.

RECONVENE INTO OPEN SESSION

ADJOURNMENT

CERTIFICATION

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

Cora M. Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, July 9, 2013, at 6:00 P.M. after proper notice and agenda was posted, July 3, 2013, at 4:02 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Stephanie Swinnea, Pastor, All Saints Episcopal Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Absent: John Titsworth

Presiding: Steve Harrison, Mayor

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

Citizen's Comments on Non-agenda Items

There were no Citizens' comments.

Consent Agenda

- A. Approval of the Minutes from the June 11, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the June 20, 2013 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for June 19, 2013 to July 2, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$46,570.29; Nutrition - \$531.75; Employee Retirement - \$2,700.00; Tourism Fund - \$3,666.67; E-911 - \$66.89; Economic Development - \$7,122.16; Fleet Maintenance - \$13,687.66; Worker's Compensation - \$941.68; CIP Fund - \$14,319.84 and Federal Forfeiture Fund - \$33,360.00.

- D. 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)*
- E. Ratify and approve a one-year term Participating Entity Addendum between Blackboard Connect Inc. and City of McAlester, OK – Pittsburg County OK E911 that provides a fully hosted alert notification system for emergency notifications. *(Peter J. Stasiak, City Manager)*
- F. Consider, and act upon, a Ratification of Lease Purchase between the First National Bank & Trust Company and the City of McAlester for a 2011 Freightliner m2106 33000#GVW Truck chassis IN: 1FVACYBS1BDAY3398 with any and all equipment, accessories and attachments to said vehicle; One new DuraPatcher Truck Mounted Style Spray Injection Road Repair Machine; and One new DuraPatcher 6,000 gal. Gravity Feed Vertical Emulsion Storage Tank. *(Toni Ervin, Chief Financial Officer)*
- G. Concur with Mayor's Appointment of Karen Kinkead, 2828 Peaceable Rd to the McAlester Library Board for a term to expire June, 2016. *(Steve Harrison, Mayor)*
- H. Consider, and act upon, the Collective Bargaining Agreement between the City of McAlester and the International Association of Fire Fighters (IAFF) Local No. 2284, effective July 1, 2013 through June 30, 2014. *(Peter J. Stasiak, City Manager)*
- I. Consider, and act upon, the Collective Bargaining Agreement between the City of McAlester and the Fraternal Order of Police, Lodge 97, effective July 1, 2013 through June 30, 2014. *(Peter J. Stasiak, City Manager)*
- J. Consider, and act upon, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, Chief Financial Officer)*

Councilman Read requested that item "D" be removed for discussion.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the Consent Agenda items "A, B, C, E, F, G, H, I and J". There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Items Removed from the Consent Agenda

- D. 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)

A motion was made by Councilman Read and seconded by Councilman Smith to authorize the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living.

Before the vote, Councilman Read commented about voting on the correct agreement. Manager Stasiak explained that there had been a copying problem. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:06 P.M.

Public Hearing

- **AN ORDINANCE TO VACATE (CLOSE) A SEWER EASEMENT IN THE FOLLOWING LOCATION: LOTS 4, 5, AND 6, IN BLOCK 19, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA.**
- **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 62, SECTION 246. DESIGNATION OF THE FLOODPLANE ADMINISTRATOR, REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.**

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

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

NAY: None

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

Scheduled Business

1. Discussion and request from Ms. Janell Brooks regarding rezoning at 804 E. Monroe.
(*Peter J. Stasiak, City Manager*)

Executive Summary

For discussion only.

Manager Stasiak explained the rezone request had been denied by the Planning and Zoning Committee and at the last Council meeting Ms. Brooks had requested an appeal, before the Council, regarding the Planning Committee's decision.

Gaylord Brooks addressed the Council regarding Ms. Brooks appeal. He explained that there were several businesses on the East Monroe and after speaking with several of their neighbors found that they all supported the re-zone request. He added that one of the restrictions that the Planning Committee noted was that the lot was required to contain fifty thousand (50,000) square feet.

There was discussion among the Council, Mr. and Ms. Brooks, the City Attorney and Mr. Harvey Bollinger, from the Planning Committee regarding the amount of square footage contained in the property, what type of business Ms. Brooks intended to operate on the property, what the other properties were currently zoned, the other zoning options that were available for that area, if lot size had ever been waived for that particular zoning, the amount of traffic and what might happen if that property were to be zoned as C-2.

Mr. Bollinger further explained the discrepancies that the property had with the Ordinance that regulated that type of zoning. City Attorney Ervin commented that H-1 zoning would best fit that area and Ms. Brooks' proposed business could be granted with a variance.

Vice-Mayor Mason recommended that Ms. Brooks go back to the Planning Committee with a request of H-1 and then if she has any problems to go to the Board of Adjustment or Council for a variance.

There was no vote on this item.

2. Presentation and discussion of Public Private Partnership opportunity for the Operation and Maintenance of the City of McAlester's Water Treatment Plant. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors*)

Executive Summary

Discussion, and possible action, to authorize staff to proceed with Request for Qualifications to pursue a Public Private Partnership opportunity for the Operation and Maintenance of the City of McAlester's Water Treatment Plant.

John Modzelewski informed that Council that with the work that had been done with the Budget he had been looking at ways to improve the operations of the Water Treatment Plant and one (1)

of those options were with a Public Private Partnership. He then introduced Ed Schwab with Severn Trent Services.

Mr. Schwab reviewed the process of entering into a public private partnership and stressed that this was not privatization. He then reviewed many of the myths that were associated with a public private partnership.

There was discussion among the Council, Mr. Schwab, Shane Jeff and Manager Stasiak concerning the advantages that were available with a public private partnership, how a public private partnership could lower cost, improve efficiency of the process, reduced risk, continued control of the Water Treatment Plant, additional training, retaining current staff, guaranteed performance, capital investments, how the financial arrangements would work, what the next step would be and the typical amount of savings to a municipality.

There was no vote on this item.

3. Consider, and act upon, authorizing the Mayor to sign the Proposed Award from the Oklahoma Office of Homeland Security - 2010 Homeland Security Grant Program; Orae Project; #260.113 in the amount of \$2,498.64. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve 2010 Homeland Security Grant Program; Orae Project; #260.113 in the amount of \$2,498.64.

A motion was made by Councilman Smith and seconded by Councilman Read to approve and authorize the Mayor to sign the proposed award from the Oklahoma Office of Homeland Security – 2010 Homeland Security Grant Program; Orae Project; #260.113 in the amount of \$2,498.64.

Before the vote, Fire Chief Brewer addressed the Council explaining that the grant would be used to replace four (4) gas detectors on the Hazmat Unit. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider and act upon, a “Use Permitted After Review” for medical, office, and retail use. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve and act upon a “Use Permitted After Review” for medical, office, and retail use and authorizing the Mayor to sign the documents.

Councilman Smith moved to approve a “Use Permitted After Review” for medical, office, and retail and authorizing the Mayor to sign the documents. The motion was seconded by Councilman Read.

Before the vote, Manager Stasiak explained that this was an existing building located on the Wyandotte Corridor. The applicant had requested a Use Permitted After Review for medical, office, and retail and that Caring Hands was planning to move into the building.

Vice-Mayor Mason commented that a sign indicating that Caring Hands was moving in even prior to Council action and that could be considered putting the cart before the horse. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon, the closing of a sewer easement in the following location: Lots 4, 5, and 6, in Block 19, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon the closing of a sewer easement in the following location: Lots 4, 5, and 6, in Block 19, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma and authorizing the Mayor to sign the attached Ordinance.

ORDINANCE NO. 2471

AN ORDINANCE TO VACATE (CLOSE) A SEWER EASEMENT IN THE FOLLOWING LOCATION: LOTS 4, 5, AND 6, IN BLOCK 19, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA

A motion was made by Councilman Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2471**, closing a sewer easement in the following location: Lots 4, 5, and 6, in Block 19, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

Before the vote, Manager Stasiak explained that while working with Ryan Hackett it was discovered that the sewer line did not go through the utility easement. Mr. Hackett was asking that the easement be moved over the sewer line. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider and act upon, Re-Plat of Block 19, Lots 4, 5, and 6. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Re-Plat of Block 19, Lots 4, 5, and 6 and authorize the Mayor to sign the documents.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve the Re-Plat of Block 19, Lots 4, 5, and 6.

Before the vote, Manager Stasiak explained that Mr. Hackett had purchased three (3) lots in the City of McAlester and he was asking that those lots because of their size be re-platted into seven (7) lots. He added that this had gone before the Planning Commission and had been unanimously voted to recommend the re-plat to the Council.

There was a brief discussion among the Council and Manager Stasiak concerning if this had gone before the Board of Adjustment because of the variance request. There was no further discussion, Mayor Harrison clarified that the vote was on the Re-Plat, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

7. Consider, and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors*)

Executive Summary

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

A motion was made by Councilman Smith and seconded by Vice-Mayor Mason to approve the "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA) and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Before the vote, John Modzelewski addressed the Council explaining that this was the annual renewal of the Participation Agreement. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

8. Consider, and act upon, amending Chapter 62, Land Development Code, Article V, Zoning, Division 4, Flood Hazard Overlay District and Flood Damage Prevention, Section 62-246, Designation of floodplain administrator. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors*)

Executive Summary

Motion to approve the Land Development Code, as amended, and declaring an emergency.

ORDINANCE NO. 2472

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 62, SECTION 246. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR, REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

Councilman Smith moved to approve **ORDINANCE NO. 2472**, changing the Floodplain Administrator from Cliff Pitner, CFM to John C. Modzelewski, P.E., CFM. The motion was seconded by Councilman Read.

Before the vote, John Modzelewski addressed the Council explaining that since Mr. Pitner had retired the Ordinance needed to be changed to reflect the new Floodplain Administrator.

After a brief discussion concerning David Medley becoming a Certified Floodplain Administrator, the vote was taken as follows:

AYE: Councilman Smith, 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 Karr. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider, and act upon, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2014. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

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

A motion was made by Councilman Smith and seconded by Vice-Mayor Mason to authorize the Mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2013.

Before the vote, Toni Ervin addressed the Council explaining that this recommendation had been made by the Audit & Finance Advisory Board after their review of all RFP's that had been received by the City of McAlester. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

10. Consider, and act upon, a Work Order for Professional Services with Mehlburger Brawley for engineering services required for the design of the 2013 Community Development Block Grant (CDBG) Small Cities Water Improvements. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors*)

Executive Summary

Motion to approve and authorize the Mayor to sign the Work Order for Professional Services for Mehlburger Brawley for Professional Engineering Services to complete work required for the 2013 Community Development Block Grant (CDBG) Small Cities Water Improvements upon review and approval of the City Attorney's office. Estimated fee for Professional Services including Engineering and Inspection is \$20,349.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve and authorize the Mayor to sign the Work Order for Professional Services for Mehlburger Brawley for Professional Engineering Services to complete work required for the 2013 Community Development Block Grant (CDBG) Small Cities Water Improvements upon review and approval of the City Attorney's office. Estimated fee for Professional Services including Engineering and Inspection is \$20,349.

Before the vote, John Modzelewski addressed the Council informing them that once again the City had been awarded a CDBG Small Cities grant for water improvements. He stated that the City had sent out RFP's as required by the Department of Commerce and of the RFP's received Mehlburger Brawley had rated the highest.

There was discussion among the Council, John Modzelewski and David Medley regarding the firms that submitted bids for the project, where the firms were located, how the firm was selected, the criteria for selection, the DEQ requirements, and the advantage to having a local firm work on these projects.

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

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

Mayor Harrison declared the motion carried.

11. Consider, and act upon, Final and Contractor's Pay Estimate No. 2 – Final for the Taylor Industrial Park 8-Inch Main Water Improvements Project resulting in a final contract amount of \$150,130.00. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors*)

Executive Summary

Motion to approve final payment for the Taylor Industrial Park 8-Inch Main Water Improvements Project to R & M Utilities, Inc. of Prague, Oklahoma and authorization for the Mayor to sign the Final Application of Payment.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve the final for the Taylor Industrial Park 8-Inch Main Improvements Project to R & M Utilities, Inc. of Prague, Oklahoma and authorize the Mayor to sign the Final Application of Payment.

Before the vote, John Modzelewski addressed the Council explaining that this was the final payment for the 8-inch water line at the Industrial Park. It was the retainage that the City had held until the completion of the contract. He added that the inspections had shown that all requirements had been met.

Vice-Mayor Mason asked if the clean-up and dressing had been done. David Medley informed the Council that everything had been done. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that job descriptions and announcements for the Planning & Community Development Director and the Economic Development Director positions had been gotten out this week. He explained that the report the Council had before them contained attachments for the report that he had emailed to them previously. He stated that the preliminary numbers that the City had received from the Oklahoma Tax Commission had been \$52,000.00 short and the Royalties were approximately \$100,000.00 which continued the upward trend. Manager Stasiak informed the Council that the Planning & Zoning Department had been working with the Choctaw Nation on the re-zoning for the Southside Business Development Center. He commented on the number of personnel that had enrolled in the Defined Contribution Plan. He then reviewed the various construction, Street and CIP projects that were happening in the City.

Remarks and Inquiries by City Council

Vice-Mayor Mason had no comments for the evening.

Councilman Garvin informed the Council that he had spoken with the McAlester School Board concerning "Safe Rooms". He inquired about the position for Economic Development Director, who was currently doing that function and what they were being paid. He asked about the

progress of the Dahlgren property, the annexation and progress of the Turnpike construction project and the Airport project.

Manager Stasiak informed the Council that Carl Gullick was currently the Interim Economic Development Director and the position would be paid \$75,000.00 a year with benefits. He commented that Mr. Dahlgren was working with developers. He stated that he was working with the Ervin law firm and Richard Cotton on the Turnpike project and that staff had received a proposal from LBR to re-bid that project and hoped to bring it before the Council at the next meeting.

Councilman Karr commented on the Council addressing the Panhandler issue and the detours and different truck routes through the City.

Manager Stasiak informed Councilman Karr that staff was working on defining truck routes.

Councilman Read expressed concern about the City's assets that MPower had control of and the unsuccessful attempts to obtain those assets. He stated that it was time to instruct the City Attorney to take legal steps to get those records.

City Attorney Ervin commented that there could be an action item on the next agenda regarding the MPower issue and he would continue his efforts to obtain the records.

Vice-Mayor Mason and Councilman Smith both agreed that MPower was something that needed to be legally addressed in a timely manner.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:53 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:54 P.M.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:44 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, July 23, 2013, at 6:00 P.M. after proper notice and agenda was posted, July 18, 2013, at 3:13 P.M.

Call to Order

Mayor Harrison called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

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

Citizen's Comments on Non-agenda Items

Ginny Webb, Executive Director McAlester Main Street Association addressed the Council informing them that the banners had been put up in Old Town and she expected to see the banners on Choctaw Avenue up soon. She announced that Culture Fest had been scheduled for August 17th and Crazy Days would be on August 3rd. Ms. Webb stated that there would be a work day this Saturday from 8:00 A.M. to noon. She then distributed a copy of Main Streets Strategic Plan for a retail incubation program and explained briefly the process for businesses to participate in the program.

Consent Agenda

- A. Approval of the Minutes from the June 25, 2013, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for July 3 – July 16, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$235,013.83; Parking Authority - \$170.63; Nutrition - \$1,628.22; Landfill Res./Sub-Title D - \$7,836.03; Tourism fund - \$16,338.88; SE Expo Center - \$14,389.23; E-911 - \$38,464.64; Economic Development - \$40,432.00; Gifts & Contributions - \$87.75 and Fleet Maintenance - \$3,337.68.

- C. Tabled from Previous Meeting. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the McAlester/Pittsburg County Emergency Management. *(Peter J. Stasiak, City Manager)*
- D. Consider and act upon, authorizing the Mayor to sign a rental agreement between the City of McAlester and Aaron Farris, Renter for a city owned dwelling located between Talawanda Lake #1 and Lake #2. *(Peter J. Stasiak, City Manager)*
- E. Consider and act upon, a request from the Pittsburg County Regional Expo Authority for funding in the amount of \$9,000. *(Peter J. Stasiak, City Manager)*
- F. Accept and place on file the McAlester Main Street Annual Performance Report for July 2012 – June 2013. *(Ginny Webb, Executive Director)*
- G. Accept and place on file the Pride in McAlester Year-End Report for July 2012 – June 2013. *(Stephanie Giacomo, Executive Director)*
- H. Consider and act upon, to authorize the Mayor to executive a consent to annexation for the City owned property located in and around the Steven W. Taylor Industrial Park. *(William J. Ervin, City Attorney)*

Mayor Harrison commented that Manager Stasiak had requested that item “D” be pulled from the Consent Agenda.

Councilman Read requested that items “E and H” be removed for discussion. Councilman Smith requested item “G” be pulled for discussion and Vice-Mayor Mason asked that “B” be pulled

A motion was made by Councilman Read and seconded by Councilman Titsworth to approve the Consent Agenda items “A, C, and F”. There was no discussion and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed from the Consent Agenda

- B. Approval of Claims for July 3 – July 16, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$235,013.83; Parking Authority - \$170.63; Nutrition - \$1,628.22; Landfill Res./Sub-Title D - \$7,836.03; Tourism fund - \$16,338.88; SE Expo Center - \$14,389.23; E-911 - \$38,464.64; Economic Development - \$40,432.00; Gifts & Contributions - \$87.75 and Fleet Maintenance - \$3,337.68.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve the claims for July 3 through July 16, 2013.

Before the vote, it was clarified that this had been pulled in error. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

E. Consider and act upon, a request from the Pittsburg County Regional Expo Authority for funding in the amount of \$9,000. (*Peter J. Stasiak, City Manager*)

A motion was made by Councilman Titsworth and seconded by Councilman Smith to approve a request from the Pittsburg County Regional Expo Authority for funding in the amount of \$9,000.00.

Before the vote, Councilman Read commented that he had reviewed the request and he did not feel that the City should subsidize the free use of the “Old Golf Barn”, the free use of the Barns by the Italian Festival, which the City already partnered with the Expo Building rental and this request noted repair to the barns that had not been done in the previous fiscal year.

Mayor Harrison had requested a copy of the Expo Authority’s audit and had yet to receive it.

After further discussion among the Council and Manager Stasiak regarding the request the vote was taken as follows:

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

Mayor Harrison declared the motion failed.

G. Accept and place on file the Pride in McAlester Year-End Report for July 2012 – June 2013. (*Stephanie Giacomo, Executive Director*)

A motion was made by Councilman Smith and seconded by Councilman Read to accept and place on file the Pride in McAlester Year-End Report for July 2012 – June 2013.

Before the vote, Councilman Smith congratulated Stephanie Giacomo, Justin Few and all of the volunteers at “Pride” and commented that he thought this was one of the better reports that the Council had received explaining what had been done with the City’s money.

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

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

Mayor Harrison declared the motion carried.

- H. Consider and act upon, to authorize the Mayor to executive a consent to annexation for the City owned property located in and around the Steven W. Taylor Industrial Park.
(William J. Ervin, City Attorney)

Councilman Smith moved to authorize the Mayor to execute consent to annexation for the City owned property located in and around the Steven W. Taylor Industrial Park. The motion was seconded by Councilman Karr.

Before the vote, Councilman Read asked for a short explanation of this item. City Attorney Ervin explained that a majority of the lots in the Steven Taylor Park were owned by the City and with this the City was consenting to bring that property into the city limits of the City of McAlester and with those acres would be used to get the City to the area that was sought to be annexed. There was no other discussion and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Karr and seconded by Councilman Garvin to open a Public Hearing addressing an Ordinance amending FY 2013-2014 Operating Budget.

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 Public Hearing was opened at 6:15 P.M.

Public Hearing

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There were no comments or inquiries from the Council or the public and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Titsworth, 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 Public Hearing was closed at 6:16 P.M.

Scheduled Business

1. Consider, and act upon, a request by Eastern Oklahoma State College to partner with them for the rental fee for the use of the Expo Center on October 23rd & 24th, 2013 for the 7th Annual Career and College Tour. (*Mel Priddy, Director Community Services*)

Executive Summary

Consider approving this partnership request in the amount of \$1,815.00.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve a partnership request from Eastern Oklahoma State College for the rental fee for the use of the Expo Center on October 23rd and 24th, 2013 for the 7th Annual Career and College Tour in the amount of \$1,815.00.

Before the vote, Manager Stasiak explained that this was the annual event by the College that exposes eighth graders to educational and career opportunities as they prepare for their future. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; 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.

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

Councilman Smith moved to approve **ORDINANCE NO. 2473**, amending Fiscal Year Budget 2013-2014. The motion was seconded by Councilman Titsworth.

Before the vote, Toni Ervin reviewed the amendment with the Council explaining this was to purchase four (4) vehicles for the Police Department.

Manager Stasiak commented that the money was available. Councilman Karr asked if this was the rotation of new vehicle and if the City was on schedule. Manager Stasiak informed the Council that the rotation was for six (6) new vehicles a year and last year the City only purchased two (2). He explained that this purchase would get the Police Department current.

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.

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

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon, funding for the North Town Wild West Festival in the amount of \$18,000 for the promotion of tourism for the City of McAlester. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve funding.

A motion was made by Councilman Read and seconded by Councilman Garvin to approve funding of the North Town Wild West Festival.

Before the vote, Manager Stasiak informed the Council that the Old Town Festival Committee had requested funding in the amount of \$18,000.00 for the Old Town Wild West Festival. He added that their intent was to make it into a multi-day event. He further stated that if Council approved the funding he was requesting that the money be handled through the McAlester Main Street Association since the Old Town Festival Committee was not a 501C3.

City Attorney Ervin commented that this would be fine as long as it was the entity that the City had contracted with spending the money and not just passing it through to another entity.

There was discussion, among the Council and Eddie Gray regarding the purchase of the tents, having a reporting mechanism set up to track the funds and how it was spent, the amount of the funding request, having an agreement, setting up criteria for future funding requests, the stakeholders raising some of the funding for the various events, how attendance at last year's festival was calculated, having students from OCU at this year's Festival to survey the attendance, working with Hartshorne to help promote the both Old Town Festival and the Hard Times Festival, how the festival would be advertised, and if the Wild Color Stampede would be held again this year.

Councilman Read moved to approve funding of \$6,000.00 to McAlester Main Street Association for the Old Town Wild West Festival, the City would purchase ten (10) 10' X 10' tents with a value not to exceed \$2,600.00 and Main Street and the Old Town Association report to the City

Council by January 1st, how the money was spent and the results of the Festival. The motion was seconded by Vice-Mayor Mason.

After another brief discussion regarding the amount of the funding, reporting information to the Council and what the Old Town Association was intending to do for the North Town area, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider, and act upon, Resolution 11-10, establishing a Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor and authorizing the payment of the rebate. *(Toni Ervin, CFO)*

Executive Summary

Staff recommends motion to authorize payment of the rebate.

A motion was made by Councilman Smith and seconded by Councilman Read to authorize payment of Sales Tax Rebate to “Whistle Stop Bistro”.

Before the vote, Toni Ervin informed the Council that she just verified the numbers and that the credit should go to Ginny Webb, Executive Director of McAlester Main Street Association for the research that went into this rebate.

Ms. Webb explained how the Bistro had qualified for the rebate.

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

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

NAY: None

Mayor Harrison declared the motion carried.

5. Discussion and possible action on renewing the Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw established by Resolution 11-10. *(Toni Ervin, CFO)*

Executive Summary

McAlester Main Street and Staff recommends a motion to renew of the Retail Sales Tax Incentive Program and approve updated Resolution & Application.

A motion was made by Councilman Smith and seconded by Councilman Read to renew the Retail Sales Tax Incentive Program and approve RESOLUTION NO. 13-13 and application for the program.

Before the vote, Toni Ervin explained that this would update the previous Resolution that had expired and allow for any changes that the Council might want in the program.

Ginny Webb, Executive Director of McAlester Main Street Association informed the Council that there was still interest in the program and Main Street would do a better job of encouraging the local businesses usage of the incentive program in the future. She explained that the main changes had been to the application.

After a brief discussion regarding changes to the Resolution, the expiration date in the previous resolution and the wording of the new resolution, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

6. Discussion and update on Financials. *(Toni Ervin, CFO)*

Executive Summary

Discussion on City of McAlester's Financials as of June 30, 2013.

Toni Ervin addressed the Council reviewing the financial status of the General Fund and the Public Works Authority explaining that she plans another update in August to cover the other funds and have the full fund balances.

7. Discussion, and possible action to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve Quit Claim Deed.

Mayor Harrison clarified that this was actually authorizing to accept the land.

A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to accept the land back from KiBois Community Action Foundation, Inc.

Before the vote, Manager Stasiak explained that the City would be receiving the lots back in the same condition that they had been given in. He stated that it was the intent of the City to dispose of these lots and other properties with the Council's approval. He added that these lots were considered as in fill lots and staff was in discussion with local realtors regarding the values of the properties.

There was discussion among the Council, Manager Stasiak and City Attorney Ervin concerning taking the lots back, maintaining the lots, why the property had been deeded to KiBois initially, checking with adjacent land owners to see if they were interested in the property, and how the sale of these lots could be interpreted as separate transactions. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and Act upon, authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration for a term commencing on July 1, 2013 and continuing through June 30, 2015, inclusive. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151.

Councilman Read moved to authorize the Mayor to sign Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U.S. Department of Transportation Federal Aviation Administration for a term commencing on July 1, 2013 and continuing through June 30, 2015, inclusive. The motion was seconded by Councilman Smith.

Before the vote, John Modzelewski commented that the lease had been discussed at a previous meeting and this version had come back as a two (2) year lease. He added that the equipment needed to be in the Airport or on land adjacent to the Airport.

There was discussion among the Council, Manager Stasiak, Mr. Modzelewski and City Attorney Ervin regarding the language in the lease, how much electricity the equipment used, the financial status of the FAA, installing a separate electric meter for the equipment, if the FAA had looked into moving the equipment, how the rental rates were determined by GAO and how this lease was very one sided.

Councilman Smith moved to table this item to get more information. Mayor Harrison suggested that the item be postponed instead of tabled. The motion to postpone was seconded by Vice-Mayor Mason. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider and act upon, to designate certain property owned by the City as a site suitable for a location of a telecom facility, and authorize the Mayor to sign an Option and Lease Agreement between the City of McAlester and New Cingular Wireless PCS, LLC for the purpose of installing, operating and maintaining a communications facility to be located at 1313 South Strong Rd. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve Option and Lease Agreement with New Cingular Wireless PCS, LLC.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve and authorize the Mayor to sign an Option and Lease Agreement with New Cingular Wireless OCS, LLC.

Before the vote, Manager Stasiak stated that the City had been approached by New Cingular Wireless for a location of a monolithic pole. He explained that this type of pole would not have guide wires and it could reach heights of 160'. He added that representatives were present and they would explain why there was a need for this in the community.

Mark Kessner addressed the Council regarding the need for the City of McAlester to add a communications tower to upgrade the cellular service. He explained that installation of towers was driven by how people were using their smart phones. He added that the proposed area was heavily populated and during bad weather there was almost no service.

There was discussion among the Council, Mr. Kessner and Manager Stasiak regarding the rental amount, how the location was selected, the City Ordinance that regulated communication towers, if the location was suitable, the decrease in the number of land lines, if the City was legally allowed to not notify residents with in the 300 foot requirement, how this could aid in the 911 service and the Council wanting to be completely transparent to the public.

Mayor Harrison moved to postpone action on this item until residents within the required area can be notified. The motion was seconded by Vice-Mayor Mason and the vote was taken as follows:

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

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried.

10. Consider and act upon, authorizing the Mayor to sign a Master Agreement for Internet Services between the McAlester Public Works Authority and AT&T. (*James Stanford, IT Computer Specialist*)

Executive Summary

Motion to approve Master Agreement for Internet Services.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a Master Agreement for Internet Services between the McAlester Public Works Authority and AT&T and authorize the Mayor to sign the documents.

Before the vote, Manager Stasiak stated that Joe Breeden was at the meeting to explain the agreement. He added that this was part of the plan to cut cost to the City while increasing capabilities and access to the outlying buildings.

There was discussion among the Council, Manager Stasiak, Joe Breeden and City Attorney Ervin concerning the plan to lower the City's cost, the agreement being made with the Public Works Authority, and the contact person being the City Manager instead of the Mayor. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that staff had been in contact with IMS and they would be completing the street study and they should be here as soon as August. He informed the Council that the City would be conducting federal mediation with FMCS Service for the Fraternal Order of Police. He requested that at the next Council meeting have a legal update. He updated the Council on the progress of the Mallard and Flamingo drainage project and the Notice to Proceed on the Airport Parking Area would be issued somewhere around August 5th.

Remarks and Inquiries by City Council

Vice-Mayor Mason, Councilmen Karr, Read, Titsworth and Smith had no comments for the evening.

Councilman Garvin commented that during a recent tour of the streets he noticed that some of the streets needed to be swept. Manager Stasiak explained that the Street Sweeper had went out of service two (2) weeks ago due to problems with the turbo, engine or hydraulics.

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 Smith, Read, Karr, Garvin, Mason, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:40 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:41 P.M.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:42 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**JULY 17, 2013
THRU
AUGUST 6, 2013**

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-A00026 AT & T LONG DISTANCE					
	I-201307245199	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DIST.	065480	193.11
01-A00150 ACME JANITORIAL					
	I-623870	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	065529	287.41
01-A00170 ADA PAPER CO.					
	I-362477	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	065530	1,954.58
	I-363036	01 -5215202	OPERATING SUP COPY PAPER-ALL CITY FAC.	065530	1,349.20
01-A00267 AIRGAS, INC					
	I-9017444735	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES FOR EMS	065531	290.80
	I-9017710013	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	065531	176.35
	I-9017882413	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	065531	61.54
	I-9017882414	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	065531	92.95
	I-9018025922	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	065531	146.95
	I-9910585467	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES FOR EMS	065531	259.60
01-A00362 ALLEGIANCE COMMUNICATIO					
	I-201307175186	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CENTER	065433	62.95
	I-201307245200	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY OFFICE	065481	59.95
	I-201307315222	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	065512	62.95
	I-201307315222	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	065512	62.95
	I-201307315222	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WORKS FAC	065512	83.88
01-A00751 ATWOODS					
	I-1607/9	01 -5542203	REPAIRS & MAI MISC MAINTENANCE SUPPLIES	065532	15.47
	I-1611/9	01 -5542203	REPAIRS & MAI MISC MAINTENANCE SUPPLIES	065532	363.77
	I-1615/9	01 -5542203	REPAIRS & MAI MISC MAINTENANCE SUPPLIES	065532	62.50
01-B00056 BAILEY'S INC.					
	I-P1235159	01 -5542204	SMALL TOOLS CHAIN SAW SUPPLIES	065536	330.58
01-B00069 BANK OF OKLAHOMA					
	I-5076632	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	065537	367.98
01-B00160 UNION IRON WORKS, INC.					
	I-S1733647.001	01 -5431203	REPAIRS & MAI PARTS FOR MISC REPAIRS	065540	73.65
01-B00244 BIG MAC					
	I-S1028252	01 -5865218	STREET REPAIR WATER FOR DURA PATCH	065542	1,522.50
	I-S1028983	01 -5865218	STREET REPAIR WATER FOR DURA-PATCHER	065542	235.32
01-B00486 BRADELY RAY INMAN					
	I-201308055244	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	065544	150.00
01-C00046 C D W GOVERNMENT, INC					
	I-DK59543	01 -5653213	SAFETY EXPENS SPLIT DESIGN KEYBOARDS	065547	149.37

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000245	CATHEY & ASSOCIATES, L.					
		I-34144	01 -5542203	REPAIRS & MAI GARAGE DOOR FOR ROTARY	065548	825.00
01-000251	CAVENDER'S					
		I-05401000912	01 -5431207	CLOTHING ALLO BOOT ALLOWANCE-EDWARDS	065549	150.00
		I-05402010011	01 -5431207	CLOTHING ALLO BOOT ALLOWANCE-PATTON	065549	150.00
01-000320	CENTERPOINT ENERGY ARKL					
		I-201307315221	01 -5215314	GAS UTILITY GAS EXP-607 VILLAGE BLVD	065513	23.81
01-000840	CRAWFORD & ASSOCIATES					
		I-7531	01 -5215302	CONSULTANTS CONSULTANT FEES	065553	740.00
01-000006	D & D ELEVATOR INC					
		I-46	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	065554	400.00
01-000096	DARRELL HEARCD					
		I-201308055248	01 -5544308	CONTRACT LABO UMPIRE FEES-11 GAMES	065556	275.00
01-000130	DATA FLOW					
		I-69509	01 -5211202	OPERATING SUP PAYROLL CHECKS	065557	668.20
01-000139	DAVID BAILEY					
		I-13-00342	01 -5653213	SAFETY EXPENS SAFETY TRAINING FEE	065558	100.00
01-000143	DAVE'S FITNESS PLUS					
		I-000143	01 -5321330	DUES YEARLY DUES-POLICE	065559	1,250.00
01-000540	DOLESE BROTHERS					
		I-AG13055399	01 -5865218	STREET REPAIR CONCRETE & ROCK	065562	706.29
		I-RM13032967	01 -5865218	STREET REPAIR CONCRETE & ROCK	065562	465.00
		I-RM13033640	01 -5865218	STREET REPAIR CONCRETE & ROCK	065562	382.00
01-000206	EMBLEM ENTERPRISES INC.					
		I-557291	01 -5431202	OPERATING SUP FIRE DEPT EMBLEMS & FLAGS	065565	581.60
01-000266	ERVIN & ERVIN ATTORNEYS					
		I-07/22/2013	01 -5214302	CONSULTANTS LEGAL FEES	065442	2,340.00
		I-201308015226	01 -5214302	CONSULTANTS CONTRACT LEAGAL SVS-AUG 2013	065510	3,125.00
01-000038	FED EX					
		I-13-00075	01 -5321202	OPERATING SUP SHIPPING FEES	065570	25.92
01-000201	FLAMECO FIRE & SAFETY,					
		I-17159	01 -5542203	REPAIRS & MAI FIRE EXT INSP & FILL FEE	065572	120.00
01-000260	GEORGE HALIBURTON					
		I-160569	01 -5652316	ABATEMENTS CONTRACT BRUSH HOGGING	065574	864.00

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000316	GIVENS LAW FIRM, P.C.					
	I-8	01 -5214302	CONSULTANTS	LEGAL FEES- GREEN	065576	1,629.00
01-000490	GRISCOM IMPLEMENT INC					
	I-354155	01 -5547203	REPAIRS & MAI	WEEDEATER HEADS & CORD	065577	282.93
01-000494	GT DISTRIBUTORS, INC					
	I-INV0456845	01 -5321324	SWAT	AMMO FOR SWAT	065578	1,059.80
01-000120	TYLER TECHNOLOGIES					
	I-201308025228	01 -5213336	FEES	MONTHLY SUPPORT FEE-COURT	065582	200.00
	I-201306025228	01 -5225349	SOFTWARE MAIN	MONTHLY SUPPORT FEE-IT	065582	210.00
01-000140	INDIAN NATION WHOLESALE					
	I-5900538	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	065583	1,154.01
01-000209	IRRIGATION STATION OKC					
	I-IN369037	01 -5542203	REPAIRS & MAI	PARTS FOR IRRIGATION REPA	065584	290.46
01-000110	JACKIE BRANNON CORR. CT					
	I-20130098	01 -5542308	CONTRACTED SE	MONTHLY INMATE FEES	065586	94.38
01-000338	JOB CONSTRUCTION CO INC					
	I-30234	01 -5865218	STREET REPAIR	ASPHALT FOR STREET REPAIR	065588	991.88
	I-30235	01 -5865218	STREET REPAIR	ASPHALT FOR STREET REPAIR	065588	3,597.78
01-000020	L S INSTRUMENTS					
	I-80139	01 -5865204	SMALL TOOLS	B 30 SOKKIA AUTMATIC LVL	065593	611.78
01-000067	COMPLIANCE RESOURCE GRO					
	I-037443	01 -5653348	DRUG TESTING/	DOT DRUG SCREENINGS	065594	50.00
	I-037444	01 -5653348	DRUG TESTING/	DOT DRUG SCREENINGS	065594	520.00
	I-037499	01 -5653348	DRUG TESTING/	MISC DRUG TEST FEES	065594	50.00
01-000078	LAKEVIEW LODGE					
	I-61713	01 -5431330	DUES & SUBSCR	TRAVEL EXP-FMAO CONF	065595	231.00
01-000078	LAMBERT MECHANICAL INC					
	I-130469	01 -5215316	REPAIRS & MAI	A/C UNIT FOR FAA BLDG	065596	2,504.62
01-000880	LOCKE SUPPLY CO.					
	I-20804749-00	01 -5548203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	065598	67.27
	I-20816940-00	01 -5548203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	065598	54.93
01-000428	LOWE'S CREDIT SERVICES					
	I-001505	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	065600	9.42
	I-01043	01 -5322401	CAPITAL OUTLA	BLDG MAT FOR DOG POUND	065600	9.47
	I-01093	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	065600	144.44
	I-01431	01 -5322401	CAPITAL OUTLA	BLDG MAT FOR DOG POUND	065600	25.15

PACKET: 09952 CLAIMS FOR 6/13/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100428	LOWE'S CREDIT SERVICES	continued				
		I-01477	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	065600	11.87
		I-02609	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065600	26.16
		I-02687	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	065600	45.94
		I-06130	01 -5652202	OPERATING SUP MISC FIELD SUPPLIES	065600	26.27
		I-06971	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	065600	51.66
		I-07839	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065600	9.19
01-M00094	MARK HARPER					
		I-201306055242	01 -5544306	CONTRACT LABO UMPIRE FEES-3 GAMES	065601	75.00
01-M00200	MAXWELL SUPPLY OF TULSA					
		I-218780	01 -5865216	STREET REPAIR CONCRETE SAW BLADE	065602	783.94
01-M00460	MITCHAPL D'S DIST., LLC					
		I-471452	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	065605	308.00
01-M00460	MILLER GLASS					
		I-14526	01 -5322401	CAPITAL OUTLA BREAK METAL FOR DOG POUND	065606	95.00
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA344679	01 -5321308	CONTRACTED SF SVS AGMT FOR COPIER	065607	244.86
01-M00098	MCAFFEE & TAFT					
		I-201306025231	01 -5210302	CONSULTANTS/L LEGAL FEES-INV 405198	065610	832.50
		I-201306025231	01 -5210302	CONSULTANTS/L LEGAL FEES-INV 405190	065610	405.00
		I-201306025231	01 -5215302	CONSULTANTS LEGAL FEES-INV 405200	065610	356.94
		I-201306025231	01 -5210302	CONSULTANTS/L LEGAL FEES-INV 405201	065610	90.00
		I-201306025231	01 -5210302	CONSULTANTS/L LEGAL FEES-INV 405322	065610	1,453.50
01-M00146	MC ALESTER-PITTS. COUNT					
		I-201306025229	01 -5101353	PITTSBURG FME YRLY PMT FOR EMER MGMT SVS	065612	42,500.00
01-M00169	MCALESTER REGIONAL HOSP					
		I-CITY OF MC 6-2013	01 -5653348	DRUG TESTING/ PHY CAPACITY TESTING	065613	196.00
		I-CITYLAB 6/30/13	01 -5653348	DRUG TESTING/ MISC DRUG SCREEN TEST	065614	201.00
		I-CITYLAB 7/31/13	01 -5653348	DRUG TESTING/ PHYSICAL CAP TESTING	065615	177.00
		I-CITYLB 7/31/13	01 -5653348	DRUG TESTING/ PHYSICAL CAP TESTING	065616	535.00
		I-CITYOFMC 6/30/13	01 -5653348	DRUG TESTING/ PHYSICAL CAP TESTING	065617	196.00
01-M00226	MC DONALDS RESTURANT					
		I-7/10/2013	01 -5321202	OPERATING SUP PRISONER MEAL AS NEEDED	065618	7.56
01-N00155	NATIONAL SEMINARS GROUP					
		I-2013-2014 DUES	01 -5211331	EMPLOYEE TRAV MEMBERSHIP RENEWAL	065619	199.00
		I-2013-2014 DUES	01 -5653331	EMPLOYEE TRAV MEMBERSHIP RENEWAL	065619	199.00
01-N00231	NEOGOV					
		I-07-10102	01 -5653317	ADVERTISING & JOB AD FEE-POLICE CHIEF	065620	175.00

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL					
		I-05611226	01 -5652317	ADVERTISING & PUBLICATION FEES	065621	122.70
		I-05611349	01 -5101350	ELECTIONS ELECTION PUBLICATIONS	065621	109.85
		I-2471	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	065621	30.00
		I-2472	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	065621	17.90
		I-JULY 2013	01 -5653317	ADVERTISING & MISC JOB ADS	065621	221.85
		I-JUNE 2013	01 -5653317	ADVERTISING & MISC JOB ADVERTISEMENTS	065621	91.80
01-N00343	NORTHERN SAFETY CO INC					
		I-900489958	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	065624	174.12
01-000066	OFMA					
		I-2012/2013 DUES	01 -5431330	DUES & SUBSCR OFMA CONF FEES	065626	85.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-072013-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH CIL	065635	1,800.00
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-000530	01 -5210330	DUES & SUBSCR LABOR REL. PRGM FEE	065636	550.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-13-00353	01 -5215321	AUTO INSURANC AUTO LIAB & DAMAGE INS PR	065637	9,991.71
		I-30765	01 -5215322	LIABILITY INS LIAB INS PREMIUMS	065637	29,575.03
		I-30765	01 -5215322	LIABILITY INS MISC EQUIP INS PREMIUMS	065637	3,550.23
		I-31589	01 -5215321	AUTO INSURANC VEHICLE LIAB INS ADDS	065637	877.16
01-000561	OMCCA					
		I-2013 DUES	01 -5213330	DUES & SUBSCR OMCCA YRLY DUES	065638	110.00
01-P00138	PATRICK SANDERS					
		I-201308055246	01 -5544308	CONTRACT LABO UMPIRE FEES - 9 GAMES	065640	225.00
01-P00242	PETER STASIAK					
		I-201307175180	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-CMAO CONF	065437	427.68
		I-201307245196	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OPEHW BD MEETING	065483	165.23
01-P00297	PIONFER ABSTRACT					
		I-3009-13	01 -5652202	OPERATING SUP ABSTRACT FEE-CELL TWR PJT	065642	175.00
01-P00310	PITNEY BOWES INC					
		I-3127966-JY13	01 -5215312	EQUIPMENT REN LEASE ON POST. MACHINE	065643	3,283.99
01-P00350	PB COUNTY TAG AGENCY					
		I-TAG TITLE 01 DODGE	01 -5431202	OPERATING SUP TAG FOR 01 DODGE	065644	25.00
		I-TITLE TRANSFER	01 -5431202	OPERATING SUP TITLE FEE-08 AMBULANCE	065644	11.00
01-P00510	PRO-KIL, INC					
		I-73935	01 -5542308	CONTRACTED SE PEST CONTROL-STIPE CTR	065646	126.00

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND: 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00516	PRO GOV JOBS					
		I-12-3960	01 -5653317	ADVERTISING & JOB AD FEES	065647	125.00
		I-12-3961	01 -5653317	ADVERTISING & JOB AD FEES	065647	125.00
		I-12-3963	01 -5653317	ADVERTISING & JOB AD FEE-POLICE CHIEF	065647	125.00
01-P00560	PUBLIC SERVICE/NEP					
		I-201307175182	01 -5215313	ELECTRIC UTIL ELECT UTIL-302 E FILMORE	065438	938.71
		I-201307315223	01 -5215313	ELECTRIC UTIL ELECT UTIL-AIRPORT	065514	1,534.37
		I-201307315223	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	065514	774.98
		I-201307315223	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK PAV	065514	40.20
		I-201307315223	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK BLDG	065514	411.97
		I-201307315223	01 -5215313	ELECTRIC UTIL ELECT UTIL-1016 E SOUTH	065514	305.57
		I-201307315223	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	065514	25.63
		I-201307315223	01 -5215313	ELECTRIC UTIL ELECT UTIL-DET DIV	065514	173.36
01-Q00017	JOSHUA HASS dba QUALITY					
		I-003725	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	065648	800.00
01-R00090	RAM INC					
		I-39360	01 -5547212	FUEL EXPENSE DIESEL FOR CEMETERY	065650	1,678.26
		I-39361	01 -5542212	FUEL EXPENSE DIESEL FOR PARKS SHOP	065650	3,112.20
		I-39373	01 -5865212	FUEL EXPENSE DIESEL FOR STREETS DEPT	065650	6,200.31
01-R00210	RED RIVER SPECIALIST, I					
		I-432626	01 -5542206	CHEMICALS CHEMICALS FOR WEED CONTR	065651	982.20
01-R00479	ROGER MELTON					
		I-753788	01 -5652318	ABATEMENTS CONTRACT MOWING	065654	755.00
		I-753791	01 -5652318	ABATEMENTS CONTRACT MOWING	065654	710.00
01-R00498	DICKIE WOODRUFF dba PAI					
		I-13-00388	01 -5542316	REPAIRS & MAI PAINT SIGN IN OLD TOWN	065656	1,575.00
01-R00541	ROY WARD					
		I-201308055243	01 -5544308	CONTRACT LABO UMPIRE FEES-5 GAMES	065657	125.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-28783	01 -5547203	REPAIRS & MAI ALARM REPAIR AT CEMETERY	065660	116.25
		I-28801	01 -5542203	REPAIRS & MAI SECURITY MONITORING FEE	065660	120.00
		I-28803	01 -5321308	CONTRACTED SE ALARM MONITOR FEE-REPEATE	065660	45.00
		I-28804	01 -5320308	CONTRACTED SE ALARM MONITORING FEE-CID	065660	45.00
		I-28805	01 -5321325	FIRING RANGE ALARM MONITORING-FIRE RAN	065660	45.00
01-S00244	SHAWN SMITH					
		I-201307245195	01 -5653331	EMPLOYEE TRAV TRAVEL EXP-WC TRJAL	065484	93.40
01-S00329	SHRED-IT USA, INC-OKLAH					
		I-9402225470	01 -5212308	CONTRACTED SE SHREDDING SERVICE FEE	065661	64.00

PACKET: 09952 CLAIMS FOR 6/13/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00350	SIGNS BY JADE					
		I-13-00031	01 -5321202	OPERATING SUP SIGNS BY JADE	065662	195.00
01-S00444	SOUTHEAST DESIGN					
		I-544260	01 -5544202	OPERATING SUP VOLLYBALL PRIZES	065663	77.00
01-S00726	SIAPLES ADVANTAGE					
		I-04103	01 -5211202	OPERATING SUP KEY PAD AND MOUSE	065666	39.99
		I-05372	01 -5225349	SOFTWARE MAIN SOFTWARE UPDATE	065666	439.12
		I-06985	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065666	127.13
		I-3203812474	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065666	88.93
		I-3204557794	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065666	166.90
		I-3204557795	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065666	41.33
		I-3204557796	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065666	733.97
		I-3204557797	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065666	17.29
01-T00010	T. H. ROGERS LUMBER CO.					
		I-475827	01 -5547203	REPAIRS & MAI PLYWOOD FOR SERVICES	065668	236.75
		I-475829	01 -5547203	REPAIRS & MAI PLYWOOD FOR SERVICES	065668	11.00
		I-476167	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	065668	83.10
01-T00056	TED ALEXANDER					
		I-201308055250	01 -5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	065669	225.00
01-T00058	BIZTEL COMMUNICATIONS					
		I-5327	01 -5225202	OPERATING SUP PHONE REPAIR-CITY HALL	065670	85.00
01-T00429	THOMAS J DAVIS					
		I-201308055247	01 -5544308	CONTRACT LABO UMPIRE FEES-17 GAMES	065672	425.00
01-T00439	TODD HOUSE					
		I-201308055249	01 -5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	065673	225.00
01-T00630	TWIN CITIES READY MIX,					
		I-82689	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	065675	116.25
		I-82690	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	065675	200.00
		I-82919	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	065675	560.00
		I-82990	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	065675	465.00
		I-83073	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	065675	400.00
		I-83257	01 -5865403	STREETS RECON CONCRETE FOR STREET REP.	065675	1,674.00
		I-83410	01 -5865403	STREETS RECON CONCRETE FOR STREET REP.	065675	1,581.00
01-U00140	UNITED RENTALS					
		I-110887390-002	01 -5865403	STREETS RECON EQUIP RENTAL-ASPHALT ROLL	065678	3,294.25
		I-110887390-003	01 -5865403	STREETS RECON EQUIP RENTAL-ASPHALT ROLL	065678	2,742.00
		I-111178385-002	01 -5865403	STREETS RECON EQUIP RENTAL-ASPHALT ROLL	065678	5,398.39
		I-111178385-003	01 -5865403	STREETS RECON EQUIP RENTAL-ASPHALT ROLL	065678	869.25
		I-111201745-002	01 -5865218	STREET REPAIR SPREADER BAR	065678	984.96

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-3F12095	02 -5974304	LAB TESTING TEST FEES	065528	1,480.00
		I-3F12096	02 -5974304	LAB TESTING TEST FEES	065528	115.00
		I-3F13020	02 -5974304	LAB TESTING TEST FEES	065528	90.00
		I-3G10106	02 -5974304	LAB TESTING TOC & BACTENAL LOGIC SAMP	065528	460.00
		I-3G10109	02 -5974304	LAB TESTING TESTING	065528	115.00
		I-3G10110	02 -5974304	LAB TESTING TOC & BACTENAL LOGIC SAMP	065528	90.00
01-A00267	AIRGAS, INC					
		I-9017656174	02 -5973203	REPAIRS & MAI WELDING SUPPLIES	065531	3.16
		I-9910586858	02 -5974203	REPAIRS & MAI BOTTLE RENTAL & REFILLS	065531	62.30
		I-9910586860	02 -5973203	REPAIRS & MAI WELDING SUPPLIES	065531	88.00
01-A00362	ALLEGIANCE COMMUNICATION					
		I-201307175186	02 -5975328	INTERNET SERV INTERNET SVS-UTM OFFICE	065433	62.95
		I-201307315222	02 -5973328	INTERNET SPRV INTERNET SVS-E WWM	065512	68.65
01-A00582	AT&T					
		I-201307175188	02 -5267315	TELEPHONE UTI PHONE EXP-INTERNET SVS CITY HA	065434	830.15
01-A00751	ATWOODS					
		I-160919	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065532	122.13
		I-161679	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065532	358.52
01-A00770	BOLTE ENTERPRISES, INC					
		I-929783	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065534	81.77
		I-929920	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065534	32.70
01-B00179	BEIZONA INDUSTRIAL SOLU					
		I-1244	02 -5973203	REPAIRS & MAI METAL FOR RPAIRS	065539	716.16
01-B00180	UNION IRON WORKS, INC.					
		I-S1737852.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	6.70
		I-S1738689.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	240.17
		I-S1738715.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	124.80
		I-S1739448.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	202.28
		I-S1739587.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	49.37
		I-S1739643.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	45.91
		I-S1739784.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	110.16
		I-S1739918.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	197.64
		I-S1740310.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065540	203.85
		I-S1740354.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	57.87
		I-S1740930.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	178.54
		I-S1741012.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	19.93
		I-S1741345.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065540	55.49
		I-S1741738.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065541	20.79
		I-S1742057.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065541	36.43
		I-S1742186.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065541	50.34
		I-S1742274.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065541	196.67

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00160	UNION IRON WORKS, INC.		continued			
		I-S1742323.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065541	35.39
		J-S1742881.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065541	102.07
		I-S1743009.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065541	91.80
		I-S1743091.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065541	18.83
		I-S1743385.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065541	3.38
		I-S1743460.001	02 -5975202	OPERATING SUP MISC REPAIR PARTS	065541	15.33
01-B00360	BLUE BOOK (USA)					
		I-012033	02 -5974203	REPAIRS & MAI NOZZLES AND CHART PINS	065543	251.50
01-B00490	BRIGGS PRINTING					
		I-60802	02 -5216202	OPERATING SUP DOOR HANGERS FOR UB&C	065545	227.50
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW415672	02 -5974206	CHEMICALS ALUM FOR WTP	065546	3,277.07
		I-BSW416762	02 -5974206	CHEMICALS POLYMER FOR WTP	065546	5,266.00
		I-BSW416763	02 -5974206	CHEMICALS POWDER ACTIVATED CARBON	065546	3,194.00
		I-BSW416669	02 -5974206	CHEMICALS ALUM FOR WTP	065546	3,279.64
		I-BSW419619	02 -5974206	CHEMICALS ALUM FOR WTP	065546	3,188.24
01-C00271	CBSA					
		I-201308065251	02 -2512	CBSA COLLECTI COLLECTION FEE-APRIL-UB&C	065550	135.09
		I-201308065252	02 -2512	CBSA COLLECTI COLLECTION FEE-MAY-UB&C	065550	599.04
		I-201308065253	02 -2512	CBSA COLLECTI COLLECTION FEE-JUNE-UB&C	065550	178.34
01-C00320	CENTERPOINT ENERGY AKKL					
		I-20130775185	02 -5267314	GAS UTILITY GAS UTIL-301 E POLK	065435	48.02
01-C00669	CONTINENTAL RESEARCH CO					
		I-390776-CR-1	02 -5973203	REPAIRS & MAI PUMP LUBE FOR WWM PLANTS	065551	212.00
01-D00010	D & R ELECTRIC, INC					
		I-0270	02 -5973316	REPAIRS & MAI EMERGENCY LIFT STATION REPAIR	065555	386.15
01-E00322	DEPT. OF ENVIR. QUALITY					
		I-2ND QUARTER RETURN	02 -5864329	DEQ FEES DEQ QUARTERLY REPORTS	065561	16.27
01-E00024	STANLEY RAY OWENS DBA E					
		I-1662	02 -5866230	RECYCLING CEN PORT-A POT RENTAL	065563	100.00
01-E00238	ENVIRONMENTAL RESOURCE					
		I-19433	02 -5973304	LAB TESTING TESTING FEES FOR WWM PLAN	065567	5,100.00
01-F00037	FASTENAL					
		I-117315	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	065569	15.69
		I-117375	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	065569	111.29
		I-117392	02 -5974203	REPAIRS & MAI MISC REPAIR ITEMS	065569	102.42
		I-117639	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	065569	3.12

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-082013-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	065571	8,524.37
01-P00040	HACH CHEMICAL					
		I-8406733	02 -5974203	REPAIRS & MAI REPLACEMENT SENSOR	065580	1,500.35
01-P00279	HUGHES NET					
		I-201307175183	02 -5975328	INTERNET SERV INTERNET SVS-UTM JUNE	065436	93.50
		I-201307175184	02 -5975328	INTERNET SERV INTERNET - UTM-JULY	065436	93.50
01-I00110	IMPRESS OFFICE SUPPLY					
		I-201308025230	02 -5216202	OPERATING SUP OFFICE SUPPLIES-INV 35459	065581	74.75
01-100120	TYLER TECHNOLOGIES					
		I-201308025228	02 -5216336	FEES MONTHLY SUPPORT FEE-UB&C	065582	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201307245197	02 -5267313	ELECTRIC UTIL ELECT EXP-HEREFORD LANE	065482	573.32
01-L00428	LOWE'S CREDIT SERVICES					
		I-01609	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065600	302.10
		I-02626	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065600	33.11
		I-07518	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065600	26.58
01-M00200	MAXWELL SUPPLY OF TULSA					
		I-218779	02 -5975218	STREET REPAIR CONCRETE SAW BLADE	065602	783.94
01-M00304	MESHEK & ASSOC. INC					
		I-1774	02 -5871302	CONSULTANTS CONSULTANT FEES	065604	1,590.00
01-M00532	MISTY VALLEY WATER CO.					
		I-84334	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	065608	21.76
01-N00341	NORTHERN EQUIPMENT COMP					
		I-PMT #5	02 -5974402	RESIDUAL HAND RESIDUAL HANDLING IMP	065623	135,738.59
01-O00075	O'REILLY AUTO PARTS					
		I-0230-128569	02 -5973203	REPAIRS & MAI MISC MAINT ITEMS	065628	197.40
11-000275	OKLA DEPT OF COMMERCE					
		I-082013-#8908	02 -5267521	CDRG LOAN #89 CDRG - EDIF #8908	065633	1,145.83
01-000558	OMAG-OK MUNICIPAL ASSUR					
		I-31589	02 -5267321	AUTO INSURANC VEHICLE LIABILITY ADDS	065637	514.08
01-P00040	PACE ANALYTICAL SERVICE					
		I-137503751	02 -5973304	LAB TESTING LAB TEST FEES	065639	189.47
		I-137503752	02 -5973304	LAB TESTING LAB TEST FEES	065639	135.00

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00530	SOUTHWEST CHEMICAL SERV					
	I-97497	02 -5974206	CHEMICALS	CAUSTIC FOR WTP	065664	4,628.40
	I-97594	02 -5974206	CHEMICALS	CAUSTIC FOR WTP	065664	4,176.20
01-S00580	AT & T					
	I-201307175187	02 -5267315	TELEPHONE UTI	PHONE EXP- DATA LINE	065439	111.60
01-T00010	T. H. ROGERS LUMBER CO.					
	I-475670	02 -5975218	STREET REPAIR	FORMING SUPPLIES	065668	8.72
	I-476371	02 -5975218	STREET REPAIR	FORMING SUPPLIES	065668	43.60
01-T00141	TEXAS REFINERY CORP					
	I-912528	02 -5973203	REPAIRS & MAI	GREASE FOR EQUIP	065671	383.00
01-T00494	TRAFFIC ENGINEERING CON					
	I-8969	02 -5871302	CONSULTANTS	TRAFFIC SIGNAL ANALYSIS	065674	3,000.00
01-U00031	UTILITY SUPPLY CO.					
	I-069315	02 -5975211	WATER METERS	WATER METERS-RESIDENTIAL	065676	1,081.86
	I-069316	02 -5975211	WATER METERS	WATER METERS-RESIDENTIAL	065676	114.45
	I-069317	02 -5975211	WATER METERS	WATER METERS-RESIDENTIAL	065676	537.60
	I-069548	02 -5216202	OPERATING SUP	2" WATER PUMP	065676	603.75
01-U00128	UNITED PACKAGING & SHIP					
	I-122023	02 -5973203	REPAIRS & MAI	SHIPPING FEES- SAMPLES	065677	35.70
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1633805.001	02 -5973203	REPAIRS & MAI	ELECTRICAL REPAIR ITEMS	065684	83.46
	I-S1633868.001	02 -5973203	REPAIRS & MAI	ELECTRICAL REPAIR ITEMS	065684	111.73
	I-S1633956.001	02 -5973203	REPAIRS & MAI	ELECTRICAL REPAIR ITEMS	065684	9.26
	I-S1633955.001	02 -5973203	REPAIRS & MAI	ELECTRICAL REPAIR ITEMS	065684	36.43
	I-S1637975.001	02 -5974203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	065684	144.15
	I-S1738689	02 -5974203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	065684	240.17
	I-S1738715	02 -5974203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	065684	124.80
			FUND	02 MPWA	TOTAL:	199,839.50

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	GEORGE MEILLOR	I-201307175181	03 -5876203	REPAIRS & MAI GEORGE MEILLOR: FAA MTG EXP	065431	126.71
01-000152	DAVID'S TRADING YARD					
		I-668286	03 -5876316	REPAIRS & MAI MOWER PARTS	065560	140.00
01-000170	FIRST NATIONAL BANK					
		I-082013-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	065571	2,510.00
01-000261	BRENAIR, INC.					
		I-21348	03 -5876316	REPAIRS & MAI FILTERS FOR FUEL FARM	065641	287.97
			FUND 03	AIRPORT AUTHORITY	TOTAL:	3,064.68

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-E00207	EMMA E. BELLIS					
		I-201308055234	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065566	180.00
		I-201308055235	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065566	135.60
01-G00268	GERALDINE E MALKOWSKI					
		I-201308055236	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065575	30.00
		I-201308055239	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065575	23.73
01-L00426	LOUISE MCCONNELL					
		I-201308055240	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065599	150.00
		I-201308055241	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065599	90.40
01-R00304	RICHELLE CHEYENNE					
		I-201308055236	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065652	173.46
01-S00580	AT & T					
		I-201307245198	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	065485	163.30
			FUND	08 NUTRITION	TOTAL:	946.49

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PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00239	ENVIRO-PRO US, LLC					
		1-4139042	09 -5864327	SUB TITLE D E FIBER FOR METHANE GAS LIN	065568	2,986.00
01-S00132	STEARNS, CONRAD & SCHMI					
		1-0214406	09 -5864327	SUB TITLE D E GROUNDWATER MONITORING FE	065659	2,950.00
			FUND	09 LANDFILL RES./SUB-TITLE DTOTAL:		5,936.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 14 POLICE GRANT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00036	A-ONE, INC	1-13-00029	14 -5321440	LOJ DRUG ENFO TRAINING CONF-2 EMP	065527	400.00
				FUND 14 POLICE GRANT FUND	TOTAL:	400.00

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FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-MC0134	MCALESTER MAIN STREET					
		I-072013-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	065611	1,050.00
		I-13-00344	27 -5655357	OLD TOWN FEST DONATION-N TOWN FESTIVAL	065611	6,000.00
01-P00450	PRIDE IN MCALESTER					
		I-072013-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	065645	2,250.00
01-S00030	SAM'S CLUB					
		I-13-00352	27 -5655357	OLD TOWN FEST 10 TENTS FOR SPEC EVENTS	065509	1,999.80
				FUND 27 TOURISM FUND	TOTAL:	11,299.80

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FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KATHY WALL	I-201307315219	28 -5654331	TRAVEL & TRAI KATHY WALL: TRAVEL EXP TOURISM	065511	134.26
01-C00823	COUNTRY MART					
		J-4290 3 129 114	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	065552	20.70
01-D00006	D & D ELEVATOR INC					
		I-28	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE-ELEVATO	065554	200.00
		I-47	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE-ELEVATO	065554	200.00
01-F00203	EMPIRE PAPER CO.					
		I-0083382	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	065564	354.01
01-I00301	IRWIN TELESCOPIC SEATIN					
		I-IN00015044	28 -5654203	REPAIR & MAIN BLEACHER PARTS	065585	635.20
01-J00110	JACKIE BRANNON CORR. CT					
		I-20130099	28 -5654308	CONTRACT SERV MONTHLY INMATE FEES	065586	128.87
01-K00208	KIAMICHI COUNTRY					
		I-2013-14 MEM. DUES	28 -5654330	DUES & SUBSCR 2013-14 MEMBERSHIP DUES	065592	100.00
01-L00078	LAMBERT MECHANICAL INC					
		I-130531	28 -5654316	REPAIRS & MAI EMER REPAIR TO A/C-EXPO	065596	375.00
01-O00358	OKLA ST DEPT OF HEALTH					
		I-61-74575	28 -5654210	CONCESSION SU ANNUAL LIC. FOR CONCESSIO	065634	100.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201307315223	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV	065514	36.42
		I-201307315223	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	065514	5,433.38
01-Q00023	QUALITY MECHANICAL					
		I-9076	28 -5654203	REPAIR & MAIN BOILER REPAIRS-EXPO	065649	813.00
01-S00009	SADLER PAPER CO					
		I-07609	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	065658	356.68
		I-08904	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	065658	408.85
01-S00190	SECURITY SYS. & ENG. IN					
		I-28802	28 -5654316	REPAIRS & MAI ALARM MONITORING FEE	065660	135.00
01-S00726	STAPLES ADVANTAGE					
		I-1375960500205051	28 -5654202	OPERATING SUP REPLACEMENT OFFICE CHAIR	065666	99.99
01-W00040	WALMART COMMUNITY BRC					
		I-02171	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	065679	24.60
		I-09767	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	065679	40.72
	FUND	28	SE EXPO CENTER	TOTAL:		9,546.66

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PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201307175189	29 -5324401	CAPITAL OUTLA PHONE EXP-E911 EQUIP LEASE	065432	2,403.33
01-S00560	AT & T					
		I-201307315220	29 -5324315	TELEPHONE UTI PHONE EXP-E-911	065515	2,193.46
01-W00392	WINDSTREAM CORPORATION					
		I-201307245201	29 -5324315	TELEPHONE UTI PHONE EXP-CTY TRUNK LINE-911	065486	443.55
			FUND	29 E-911	TOTAL:	5,040.34

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FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/I	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
=====									
01-E00266	ERVIN & ERVIN ATTORNEYS								
		1-07/22/2013	30	-5652302	CONSULTANTS	LEGAL FEES	065442	1,065.00	
01-G00049	GULICK & ASSOCIATES, L								
		1-7/29-8/4 FEE	30	-5652302	CONSULTANTS	CONSULTANT FEES	065579	2,900.00	
		1-7/213	30	-5652302	CONSULTANTS	CONSULTANT FEES	065579	2,000.00	
		1-72013	30	-5652302	CONSULTANTS	CONSULTANT FEES	065579	2,000.00	
		1-JULY22-28	30	-5652302	CONSULTANTS	CONSULTANT FEES	065579	2,000.00	
01-M00134	MCALESTER MAIN STREET								
		1-072013-2010/2011	30	-5211353	MAIN STREET P	CONTRACT WITH MCALESTER MAIN S	065611	1,050.00	
01-000275	OKLA DEPT OF COMMERCE								
		1-082013-#12248	30	-5211510	CDBG / EDIF D	CDBG - EDIF CONT #12248	065632	282.50	
01-P00450	PRIDE IN MCALESTER								
		1-072013-2010-2011	30	-5211352	MISC PRIDE IN	CONTRACT WITH PRIDE IN MCALEST	065645	2,250.00	
01-R00464	ROBISON INTERNATIONAL,								
		1-072013-2012-13	30	-5211361	LOBBYING SERV	LOBBYING SERVICES-MDSA	065653	2,000.00	
01-W00268	WHISTLE STOP BISTRO								
		1-13-00343	30	-5211362	ECONOMIC DEVE	SALES TAX INCENTIVE REBAT	065682	1,631.00	
					FUND	30	ECONOMIC DEVELOPMENT	TOTAL:	16,278.50

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	BOLTE ENTERPRISES, INC					
		I-928501	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	26.30
		I-928505	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	28.52
		I-928665	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	48.03
		I-928783	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	39.32
		I-928797	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	19.99
		I-928819	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	17.79
		I-928868	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	407.26
		I-928924	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	7.20
		I-929031	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	20.75
		I-929237	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	19.19
		I-929283	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	132.49
		I-929300	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	121.61
		I-929443	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	58.68
		I-929445	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065533	126.00
		I-929446	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065534	32.34
		I-929506	35 -5862203	REPAIRS & MAI FILTERS FOR PARKS EQUIP	065534	13.62
		I-929574	35 -5862203	REPAIRS & MAI FILTERS FOR PARKS EQUIP	065534	46.06
		I-929607	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065534	58.84
		I-929760	35 -5862203	REPAIRS & MAI FILTERS FOR PARKS EQUIP	065534	13.01
		I-929773	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065534	16.91
		I-929926	35 -5862203	REPAIRS & MAI FILTERS FOR PARKS EQUIP	065534	9.61
		I-929965	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065534	83.81
01-B00043	B & S SUPPLY, INC.					
		I-63044	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	065535	284.06
01-B00056	BAILEY'S INC.					
		I-F1235006	35 -5862203	REPAIRS & MAI CHAIN SAW CHAIN	065536	1,203.86
01-B00150	BEALES GOODYEAR TIRES					
		I-207595	35 -5862203	REPAIRS & MAI TIRES	065538	220.00
		I-MC-206914	35 -5862203	REPAIRS & MAI 2 BACKHOE TIRES	065538	1,560.00
		I-MC-207191	35 -5862203	REPAIRS & MAI WW-7 - 6 TIRES	065538	870.00
		I-MC-207338	35 -5862203	REPAIRS & MAI TIRES FOR FIRE VEHICLE	065538	617.52
		I-MC-207339	35 -5862203	REPAIRS & MAI TIRES FOR C-24	065538	376.20
		I-MC-207340	35 -5862203	REPAIRS & MAI TIRES TO TC-2	065538	802.14
		I-MC-207512	35 -5862203	REPAIRS & MAI TIRES	065538	246.94
		I-MC-207637	35 -5862203	REPAIRS & MAI TIRES FOR PARKS MOWERS	065538	140.00
		I-MC-207638	35 -5862203	REPAIRS & MAI TIRES FOR MED-1	065538	133.19
		I-MC-207795	35 -5862203	REPAIRS & MAI TIRES FOR SR VAN & EMS	065538	770.82
01-P00310	FRONTIER INTNL. TRUCKS,					
		I-882996	35 -5862203	REPAIRS & MAI PARTS FOR S-29	065573	1,276.60
		I-883285	35 -5862203	REPAIRS & MAI FRONT SPRINGS FOR S-29	065573	288.00
01-G00490	GRISOM IMPLEMENT INC					
		I-351589	35 -5862203	REPAIRS & MAI FK28- TUBE & LINK	065577	434.36
		I-352323	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	065577	43.63

PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00490	GRISOM IMPLEMENT INC		continued			
	I-354701	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	065577	203.71	
01-J00310	JET TIRE SERVICE					
	I-109029	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	065587	73.95	
01-J00394	JOHN EASTTOM CHEVROLET					
	I-71628	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEH 43	065589	721.75	
01-K00190	YELLOWHOUSE MACHINERY C					
	I-09-907369	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065591	11.92	
01-L00067	LANTZ HARDWARE					
	I-1368	35 -5862203	REPAIRS & MAI BELT FOR PK-36	065597	111.35	
01-M00210	MAXWELL SUPPLY CO.					
	I-220204	35 -5862203	REPAIRS & MAI PARTS FOR SAW	065603	148.42	
01-M00543	MONTAGE ENTERPRISES INC					
	I-23106	35 -5862203	REPAIRS & MAI MOWER BLADES-PK-3 & 28	065609	669.76	
	I-23298	35 -5862203	REPAIRS & MAI PARTS FOR PK-10	065609	413.41	
01-N00271	NIX FORD MERCURY INC.					
	I-143923	35 -5862203	REPAIRS & MAI PARKS 9- INNER COOLER	065622	808.49	
	I-144235	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	065622	35.50	
	I-144405	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	065622	35.50	
	I-73790	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	065622	78.85	
01-O00075	O'REILLY AUTO PARTS					
	C-0230-128659	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	60.00-	
	C-0230-128909 CR	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	223.19-	
	C-0230-130299	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	31.50-	
	C-0230-130824	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	80.13-	
	I-0230-125825	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	218.24	
	I-0230-125834	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	301.34	
	I-0230-125842	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	192.74	
	I-0230-126305	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	5.05	
	I-0230-126374	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	5.34	
	I-0230-126843	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	127.14	
	I-0230-127214	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	212.49	
	I-0230-127217	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	7.85	
	I-0230-127425	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	57.71	
	I-0230-128035	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065627	18.14	
	I-0230-128105	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065628	14.12	
	I-0230-128256	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065628	223.19	
	I-0230-128299	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065628	13.67	
	I-0230-128363	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065628	195.49	
	I-0230-128571	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065628	16.79	
	I-0230-128695	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065628	8.18	

PACKET: 09952 CLAIMS FOR 8/13/2013

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-0230-128826	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065626	223.19
		I-0230-129733	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065626	247.07
		I-0230-130070	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065626	4.37
		I-0230-130246	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065626	130.94
		I-0230-130325	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065626	48.79
		I-0230-130360	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065626	10.22
		I-0230-130379	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	120.11
		I-0230-130493	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	131.28
		I-0230-130533	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	13.67
		I-0230-130635	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	13.58
		I-0230-130797	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	80.13
		I-0230-130826	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	39.99
		I-0230-130835	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	76.46
		I-0230-130892	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	27.19
		I-0230-131503	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	2.10
		I-0230-131561	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	13.58
		I-0230-131715	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	154.76
		I-0230-131956	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	81.19
		I-0230-131958	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	26.98
		I-0230-131958	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065629	89.99
		I-0230-131970	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065630	66.84
		I-0230-132386	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065630	3.89
01-000122	OK TIRE					
		I-34900	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	065631	24.00
		I-9465	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	065631	69.95
01-R00450	ROGER KEY EQUIPMENT					
		I-89814	35 -5862203	REPAIRS & MAI BLADES, BOLTS FK-16	065655	335.60
01-S00710	STANDARD MACHINE LLC					
		I-233937	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	065665	93.54
01-S00801	STEWART MARTIN EQUIPMEN					
		I-77121S	35 -5862203	REPAIRS & MAI SEAL & BEARING FOR C-70	065667	156.82
		I-77353S	35 -5862203	REPAIRS & MAI PARTS FOR MOWER C-70	065667	317.25
01-T00141	TEXAS REFINERY CORP					
		I-912312	35 -5862203	REPAIRS & MAI OIL FOR POLICE VEHICLES	065671	1,642.50
01-W00072	WARREN CAT					
		I-PS150115712	35 -5862203	REPAIRS & MAI REAR GLASS FOR S-10	065680	210.20
01-W00195	WELDON PARTS INC.					
		I-1064866-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	065681	209.28
		I-1085443-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	065681	23.72
		I-1085617-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	065681	16.20

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FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00269	WHITES TRACTORS						
		I-638617	35	-5862203	REPAIRS & MAJ HYDRAULIC CYL REPAIRS	065663	75.00
					FUND 35 FLEET MAINTENANCE	TOTAL:	19,930.30

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PACKET: 09952 CLAIMS FOR 8/13/2013

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00170	FIRST NATIONAL BANK					
		I-062013-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	065571	3,378.84
01-K00905	K-BAR CO CONSTRUCTION					
		I-1	41 -5865405	CAPITAL PROJE MALLARD & FLAMINGO PJT	065590	55,704.50
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-00-02-10	41 -5975406	RESIDUAL HAND ENG FEE	065625	5,139.00
				FUND 41 CIP FUND	TOTAL:	64,222.34
				REPORT GRAND TOTAL:		521,389.45

** 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 -5210302	CONSULTANTS/LABOR RELATION	2,781.00	89,500	11,672.53				
	01 -5215302	CONSULTANTS	356.94	22,325	1,989.06				
	01 -5215312	EQUIPMENT RENTALS	1,945.26	39,124	2,309.20				
	01 -5215313	ELECTRIC UTILITY	938.71	299,664	0.39				
	01 -5215316	REPAIRS & MAINTENANCE	2,504.62	6,000	3,036.77				
	01 -5542308	CONTRACTED SERVICES	94.58	15,500	4,586.18				
	01 -5653317	ADVERTISING & PRINTING	91.80	1,400	495.80				
	01 -5653348	DRUG TESTING/PHYSICALS	1,017.00	15,423	6,708.60				
	01 -5865218	STREET REPAIRS & MAINTENAN	7,667.45	275,000	30,343.96				
	02 -2512	CBSA COLLECTION FEES	912.47						
	02 -5216202	OPERATING SUPPLIES	74.75	13,500	299.75				
	02 -5267314	GAS UTILITY	48.92	6,839	55.69-	Y			
	02 -5871302	CONSULTANTS	4,590.00	156,060	50,509.96				
	02 -5973304	LAB TESTING	5,424.47	34,600	961.00				
	02 -5974304	LAB TESTING	1,665.00	26,784	3,216.76				
	02 -5975328	INTERNET SERVICE	93.50	1,500	24.12-	Y			
	03 -5876203	REPAIRS & MAINT SUPPLIES	126.71	2,700	189.01				
	09 -5864327	SUB TITLE D EXPENSE	5,936.00	80,000	14,975.63				
** 2012-2013 YEAR TOTALS **			36,288.08						
2013-2014	01 -5101350	ELECTIONS	109.85	22,000	10,633.24				
	01 -5101353	PITTSBURG EMERGENCY MGMT	42,500.00	42,500	0.00				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,600.00	21,600	19,800.00				
	01 -5210330	DUES & SUBSCRIPTIONS	550.00	2,300	69.19-	Y			
	01 -5216331	EMPLOYEE TRAVEL & TRAININ	592.91	5,950	5,192.51				
	01 -5211202	OPERATING SUPPLIES	708.19	3,500	2,536.81				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	199.00	3,200	3,001.00				
	01 -5212308	CONTRACTED SERVICES	64.00	1,050	285.00				
	01 -5212317	ADVERTISING & PRINTING	47.90	2,000	1,500.00				
	01 -5213330	DUES & SUBSCRIPTIONS	110.00	300	190.00				
	01 -5213336	FEES	200.00	3,000	2,600.00				
	01 -5214302	CONSULTANTS	7,094.00	75,000	38,750.00				
	01 -5215202	OPERATING SUPPLIES	2,524.75	28,500	24,123.25				
	01 -5215302	CONSULTANTS	740.00	25,000	24,260.00				
	01 -5215312	EQUIPMENT RENTALS	3,283.99	31,500	11,500.00				
	01 -5215313	ELECTRIC UTILITY	3,266.08	287,000	283,733.92				
	01 -5215314	GAS UTILITY	23.81	6,000	5,976.19				
	01 -5215315	TELEPHONE UTILITY	193.11	40,000	35,670.89				
	01 -5215321	AUTO INSURANCE	10,868.87	85,000	55,068.80				
	01 -5215322	LIABILITY INSURANCE/BONDS	33,125.26	134,765	3,865.41-	Y			
	01 -5225202	OPERATING SUPPLIES	178.11	2,000	1,821.89				
	01 -5225349	SOFTWARE MAINTENANCE	649.12	62,100	19,184.35				
	01 -5320308	CONTRACTED SERVICES	45.00	1,500	1,320.00				
	01 -5321202	OPERATING SUPPLIES	228.48	11,300	9,444.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET OVER AVAILABLE BUDG	
01	-5321308	CONTRACTED SERVICES	289.86	10,700	6,175.14		
01	-5321324	SWAT	1,059.80	6,900	4,648.40		
01	-5321325	FIRING RANGE	45.00	7,100	2,845.00		
01	-5321330	DUES	1,250.00	1,250	0.00		
01	-5322401	CAPITAL OUTLAY	322.21	1,250	4,715.00-	Y	
01	-5431202	OPERATING SUPPLIES	905.01	12,900	11,194.99		
01	-5431203	REPAIRS & MAINT SUPPLIES	73.65	9,900	8,897.87		
01	-5431207	CLOTHING ALLOWANCE	300.00	18,000	13,985.00		
01	-5431328	INTERNET SERVICE	188.85	4,000	3,811.15		
01	-5431330	DUES & SUBSCRIPTIONS	316.00	5,700	2,351.00		
01	-5432202	OPERATING SUPPLIES	1,028.19	18,900	14,921.41		
01	-5542203	REPAIRS & MAINT SUPPLIES	2,715.85	50,000	41,002.51		
01	-5542204	SMALL TOOLS	330.58	2,000	1,669.42		
01	-5542206	CHEMICALS	962.20	15,000	14,017.80		
01	-5542212	FUEL EXPENSE	3,112.20	47,436	44,323.80		
01	-5542308	CONTRACTED SERVICES	126.80	14,400	12,748.00		
01	-5542316	REPAIRS & MAINTENANCE	1,575.00	14,000	12,062.70		
01	-5544202	OPERATING SUPPLIES	1,539.01	10,500	7,424.60		
01	-5544308	CONTRACT LABOR	1,875.00	15,900	12,515.00		
01	-5547203	REPAIRS & MAINT SUPPLIES	646.93	3,000	221.57		
01	-5547212	FUEL EXPENSE	1,678.26	16,275	14,596.74		
01	-5547308	CONTRACTED SERVICES	367.98	4,500	84.00		
01	-5547328	INTERNET SERVICE	59.95	0	59.95-	Y	
01	-5548203	REPAIRS & MAINTENANCE SUPP	2,690.43	44,000	36,500.00		
01	-5548317	ELEVATOR REPAIR/MAINTENANC	400.00	4,400	2,050.54		
01	-5652202	OPERATING SUPPLIES	293.27	1,400	955.50		
01	-5652317	ADVERTISING & PRINTING	122.70	2,300	1,800.00		
01	-5652318	ABATEMENTS	2,329.00	15,000	9,677.00		
01	-5653213	SAFETY EXPENSE	423.49	24,000	23,576.51		
01	-5653317	ADVERTISING & PRINTING	771.85	1,400	931.85-	Y	
01	-5653331	EMPLOYEE TRAVEL & TRAININ	292.40	2,000	1,707.60		
01	-5653348	DRUG TESTING/PHYSICALS	908.00	12,000	9,992.00		
01	-5865234	SMALL TOOLS	611.78	1,200	568.22		
01	-5865212	FUEL EXPENSE	6,200.31	44,413	38,212.69		
01	-5865218	STREET REPAIRS & MAINTENAN	3,745.47	265,102	205,473.10		
01	-5865328	INTERNET SERVICE	83.88	0	159.84-	Y	
01	-5865403	STREETS RECONSTRUCTION PRO	18,815.12	0	490,313.27-	Y	
02	-5216202	OPERATING SUPPLIES	831.25	16,300	15,466.75		
02	-5216336	FEES	293.16	4,500	3,913.66		
02	-5267313	ELECTRIC UTILITY	573.32	359,123	358,549.68		
02	-5267315	TELEPHONE UTILITY	941.75	50,000	41,814.11		
02	-5267321	AUTO INSURANCE - FLEET	514.08	30,000	20,680.61		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	11,458.34		
02	-5864329	DFQ FEES	16.27	2,000	652.29		
02	-5864510	LEASE PAYMENTS	8,524.37	102,293	85,244.26		

** G/1 ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5866230	RECYCLING CENTER EXPENSE	121.76	2,800	1,100.00		
02	-5973203	REPAIRS & MAINT SUPPLIES	2,210.25	54,000	39,109.56		
02	-5973316	REPAIRS & MAINTENANCE	386.15	22,900	22,513.85		
02	-5973328	INTERNET SERVICE	68.65	750	681.35		
02	-5974203	REPAIRS & MAINT SUPPLIES	3,626.81	80,000	69,134.15		
02	-5974206	CHEMICALS	27,011.75	393,872	326,105.00		
02	-5974304	LAB TESTING	665.00	35,000	27,500.00		
02	-5974402	RESIDUAL HANDLING PROJECT	135,738.59	35,000	336,119.91-	Y	
02	-5975202	OPERATING SUPPLIES	1,615.68	5,000	3,930.80		
02	-5975211	WATER METERS	1,733.91	125,000	115,000.00		
02	-5975218	STREET REPAIRS & MAINTENAN	836.26	84,236	68,162.06		
02	-5975328	INTERNET SERVICE	156.45	1,500	1,343.55		
03	-5876316	REPAIRS & MAINTENANCE	427.97	5,000	2,072.03		
03	-5876511	FNB LOAN #119817 PAYMENTS	2,513.00	60,240	55,220.00		
06	-5549308	CONTRACT SERVICES	783.19	15,500	14,101.28		
06	-5549315	TELEPHONE UTILITY	163.30	3,600	2,836.70		
14	-5321440	DOJ DRUG ENFORCEMENT EXPEN	400.00	0	400.00-	Y	
27	-5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	24,750.00		
27	-5655353	MAIN STREET PROGRAM	1,050.00	12,600	11,550.00		
27	-5655357	OLD TOWN FESTIVAL	7,999.80	18,000	10,000.20		
28	-5654202	OPERATING SUPPLIES	99.99	2,155	2,055.01		
28	-5654203	REPAIR & MAINT SUPPLIES	2,567.74	18,846	15,601.26		
28	-5654210	CONCESSION SUPPLIES	186.02	17,721	17,161.00		
28	-5654308	CONTRACT SERVICES	128.87	3,046	2,446.00		
28	-5654313	ELECTRIC UTILITY	5,469.80	57,000	51,530.20		
28	-5654316	REPAIRS & MAINTENANCE	860.00	20,000	16,530.00		
28	-5654330	DUES & SUBSCRIPTIONS	100.00	500	50.00-	Y	
28	-5654331	TRAVEL & TRAINING	134.26	1,406	1,271.74		
29	-5324315	TELEPHONE UTILITY	2,637.01	55,720	52,473.19		
29	-5324401	CAPITAL OUTLAY	2,403.33	30,713	28,309.67		
30	-5211352	MISC PRIDE IN MCALESTER	2,250.00	27,000	24,750.00		
30	-5211353	MAIN STREET PROGRAM	1,050.00	12,600	11,550.00		
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	22,000.00		
30	-5211362	ECONOMIC DEVELOPMENT PROJE	1,631.00	0	1,631.00-	Y	
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,825.00		
30	-5652302	CONSULTANTS	9,065.00	135,000	101,935.00		
35	-5862203	REPAIRS & MAINTENANCE SUPP	19,930.30	245,700	201,076.88		
41	-5865405	CAPITAL PROJECT	55,784.50	0	143,663.87-	Y	
41	-5865510	LEASE PAYMENTS	3,378.84	40,547	33,789.32		
41	-5975406	RESIDUAL HANDLING IMPROVEM	5,139.00	0	9,501.00-	Y	
** 2013-2014 YEAR TOTALS **			485,101.37				

NO ERRORS

** END OF REPORT **

PACKET: 09952 CLAIMS FOR 8/13/2013

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	7/2013	4,281.03CR
01	8/2013	180,603.79CR
02	7/2013	1,813.04CR
02	8/2013	198,026.46CR
03	7/2013	126.71CR
03	8/2013	2,937.97CR
08	7/2013	163.30CR
08	8/2013	783.19CR
09	8/2013	5,936.00CR
14	8/2013	400.00CR
27	7/2013	1,999.80CR
27	8/2013	9,300.00CR
28	8/2013	9,546.68CR
29	7/2013	2,846.88CR
29	8/2013	2,193.46CR
30	7/2013	1,065.00CR
30	8/2013	15,213.50CR
35	8/2013	19,930.30CR
41	8/2013	64,222.34CR

=====		
ALL		521,389.45CR

Sent for legal review
on Date: 7-31-13
For City Council Meeting
Date: 8-13-13

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

THIS AGREEMENT made and entered into on this 8th day of July, 2013, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

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

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

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

NOW, THEREFORE, District and City agree as follows:

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

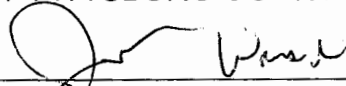
3. The Chief of the McAlester Campus Police Department and the Chief of the McAlester Police Department shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.
4. Authority as used in this Agreement means the authority and power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

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

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

IN WITNESS WHEREOF, the parties have set their hand and seals this 8th day of July, 2013.

INDEPENDENT SCHOOL DISTRICT NO. 80
OF PITTSBURG COUNTY, OKLAHOMA



President

ATTEST:

Clerk

THE CITY OF MCALESTER, OKLAHOMA,
A municipal corporation

Mayor

ATTEST:



Clerk



"Engaging Minds, Inspiring Hearts, Pursuing Excellence"

July 10, 2013

JUL 11 2013

Cora Middleton
City of McAlester
P. O. Box 578
McAlester, OK 74652

Dear Cora:

Please find enclosed a copy of the 2013-2014 Campus Police Agreement between McAlester Public Schools and the City of McAlester.

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

Sincerely,

Brenda Porter
Secretary to the Superintendent

Enclosure



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

August 6, 2013

To Whom It May Concern:

On behalf of the City of McAlester, I strongly support the Choctaw Nation's application for funding under the U.S. Department of Commerce Grant Program to build a recycling facility at the Steven Taylor Industrial Park.

In McAlester, we're faced with the problem of dwindling landfill space and increasing costs of operating our landfill. Federal government guidelines protecting groundwater, equipment needed to reduce the dangers associated with landfill methane gas, rising transportation costs and other necessary environmental guidelines have caused disposal fees to increase dramatically. More than half of what we throw away can be recycled. Recycling helps conserve landfill space, preserve natural resources and control rising waste disposal cost.

Reducing waste, reusing materials and products, and recycling are some of the most effective and easiest ways we can protect the environment. The City of McAlester and the Choctaw Nation are committed to providing recycling opportunities to our community, while teaching all ages how and why to recycle and care for our local environment.

I look forward to our working partnership with the Choctaw Nation to protect our natural resources, create opportunities for recycling and for the use of recycled materials, and reduce greenhouse gas emissions.

If I can answer any questions or provide additional information, please do not hesitate to contact me.

Sincerely,

Peter J. Stasiak
City Manager
City of McAlester

ld

Get Ready!

McAlester & Krebs 2nd ANNUAL CITYWIDE YARD SALE

NO Permit Fee IF Pre-Registered at McAlester OR Krebs City Hall.
You MUST register by NOON September 20 to be included on Citywide Yard Sale Map.

PRIDE IN MCALESTER FLEA MARKET

at the corner of 3rd & Wyandotte

ACCEPT LEFTOVER SALE ITEMS

OCT 5 Saturday until 5:00 p.m. and OCT 6 Sunday from 1:00 until 5:00 p.m.

Yard Sale
October 5, 2013
8:00 a.m. - 1:00 p.m.

Pre-register by Sept. 20
If you would like to
hold a sale.

For More Information On DROP-OFF or PICK-UP Of Leftover Sale Items
Please call **Donna** at the *Flea Market* 918-429-1111 OR 479-739-2145

ALL DAY FUN IN MCALESTER SATURDAY OCTOBER 5, 2013



Explore
Krebs & McAlester
Citywide Yard Sale
8:00 a.m. until 1:00 p.m.

Historic Old Town 17th Annual Wild West Festival

Live Entertainment, Great Food, Music,
Movie True Grit, Lil Buckaroos Skittles Dash,
Shoot Outs, Parade, Choctaw Village,
Stagecoach Rides, and more!
9:00 a.m. until 9:00 p.m.



Wild Color Stampede 5k Family Fun Run 3:00 p.m.

Fill your life with
CoLoR!!!

<https://runsignup.com/Race/OK/Mcalester/color>



McAlester City Council

AGENDA REPORT

Meeting Date: August 13, 2013
Planning & Community
Department: Development
Prepared By: Peter J. Stasiak, CM
Date Prepared: July 24, 2013

Item Number: 1
Account Code: N/A
Budgeted Amount: N/A
Exhibits: (7) See Below

Subject

Consider and act upon a re-zone for all that portion of MK&T Railroad in Blocks 136, 137, 138 and 139 in North McAlester from R-1B single family residential district to a C-5 Highway Commercial District.

Recommendation

Motion to approve the re-zone from R-1B Single Family Residential District to a C-5 Highway Commercial District and authorizing the Mayor to sign the attached Ordinance.

Discussion

The applicant Mr. Harold Heinicke is requesting approval of the re-zone. The McAlester Planning and Zoning Commission met on June 18, 2013 and tabled the item for more information. The Commission met on July 16, 2013 and voted 4-0 to recommend approval of the re-zone. The following documents are attached for your reference:

1. Ordinance
2. Area of Request
3. Planning and Zoning Staff Report
4. Planning and Zoning Minutes from June 18 and July 16, 2013
5. Letter from Mr. Harold Heinicke
6. Legal Description
7. Adjacent Zoning Map

Approved By

Department Head

City Manager

P. Stasiak

Initial

PJS

Date

8/5/13

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: ALL THAT PORTION OF THE MK&T RAILROAD IN BLOCKS 136, 137, 138 AND 139 IN NORTH MCALESTER, Pittsburg County, State of Oklahoma FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

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

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

All that portion of the MK&T Railroad more particularly described as: Beginning at the Northeast Corner of Lot 1, in Block 139; Thence Southwesterly along the South Line of Lot 1, Block 139 to the extended West Line of 4th Street; Thence South along the extended West Line of 4th Street to the North Line of Mill Avenue and the South Line of the Railroad Right of Way; Thence Northeasterly along the North Line of Mill Avenue and the South Line of the Railroad Right-of-Way to the Southwest Corner of Lot 1, in Block 138; Thence continuing Northeasterly along the North Line of Block 138 and Block 137 and Block 136 to a point which is 10 feet West of the Northeast Corner of Lot 2, in Block 136; Thence West in a straight line to the Northeast Corner of Lot 1, in Block 139, along the South Line of Krebs Branch of the MK&T Railroad; Thence Southwesterly along the South Line of Lot 1, in Block 139 to the point of beginning; and Lot 1 and the Easterly 30 feet of Lot 2, in Block 139; and Lot 3, in Block 137; All in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____, 2013.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

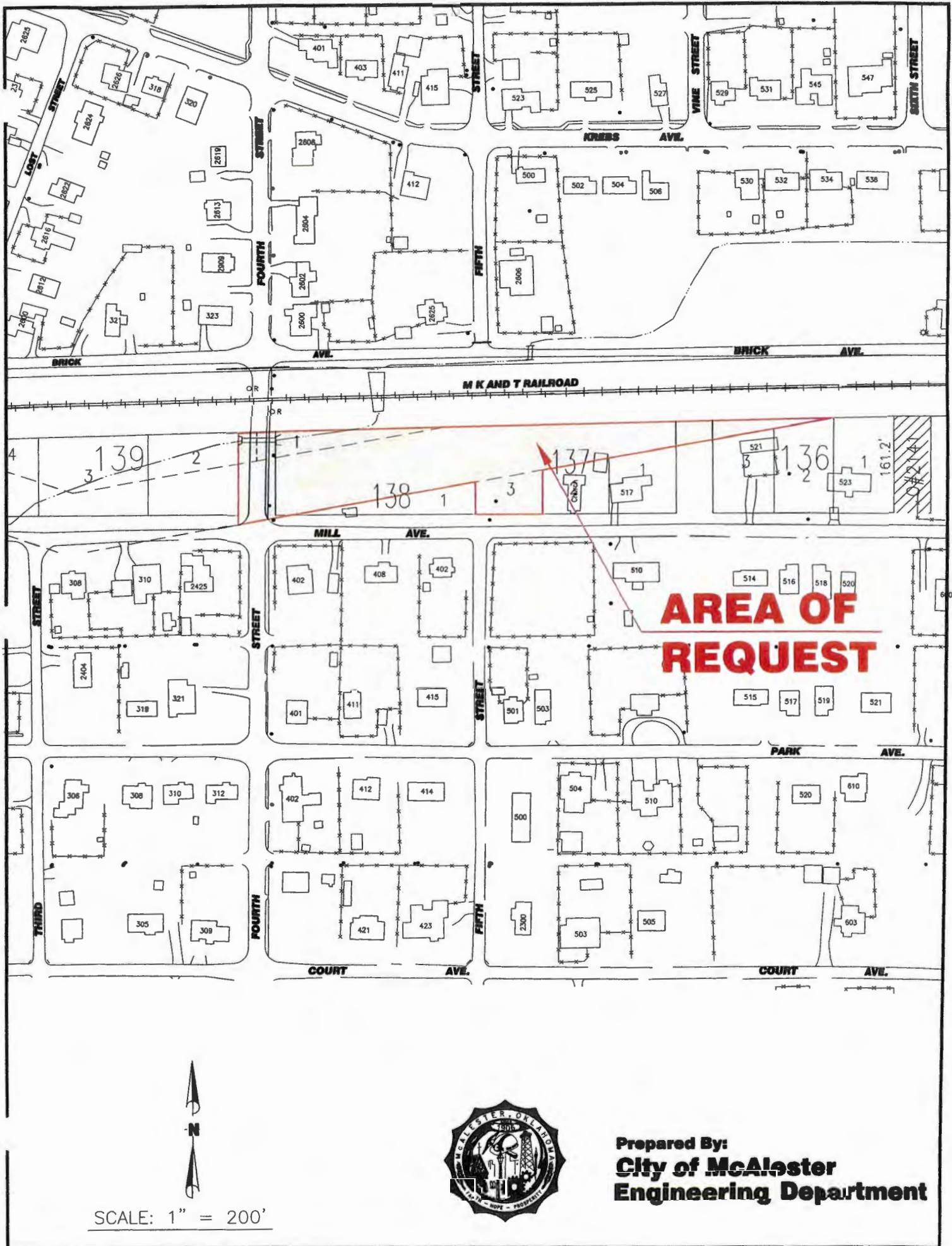
By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2013.

By _____
William J. Ervin, City Attorney



PLANNING & ZONING COMMISSION
STAFF REPORT
June 18, 2013

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: June 13, 2013

Case: PC #395 Request to Rezone

APPLICANT(S): Harlan D. Heinicke
Dorothy V. Heinicke
P.O. Box 146
McAlester, Ok 74502

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

LEGAL DESCRIPTION: Attached

GENERAL DESCRIPTION:

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

PUBLICATION:

McAlester News Capital June 2, 2013

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	48
Notification receipts received	34
Notification letters still out	9
Notification letters returned unclaimed	5

ATTACHMENTS:

Legal Description(s)	Attached
Map of requested area	Attached
Area Zoning Map	Attached
Letter from Mr. Heinicke	Attached

STAFF COMMENTS:

Staff recommends the re-zone with the condition that the entrance be moved from Mill Street to Fourth Street and that the Applicant put in a solid screen next to residential areas.

McAlester Planning Commission Minutes

Tuesday, June 18, 2013

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

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

Commissioners Present: 8

Mark Emmons

Harvey Bollinger

Karen Stobaugh

Denise Lewis

Susan Kanard

Primus Moore

Ross Eaton

Justin Few

Commissioners Absent: 2

John McNally

Karl Scifres

Item 2 Approval of the Minutes from January 15, 2013

A motion made by Commission Member Eaton was seconded by Commission Member Moore to accept the minutes as written.

The vote was 87-0:

Aye: Bollinger, Lewis, Kanard, Moore, Eaton, Few, Stobaugh, Emmons

Motion carried.

GENERAL BUSINESS:

Item 3 Discussion and Action of Request for Rezone: Applicant is requesting a change in zoning from R-1B (Single Family Residential District) to C-5 (Highway Commercial District)

Jennifer Santino, Code Enforcement/Abatement Officer, gave the staff report. Ms. Santino stated that Mr. Harlan Heinicke is seeking a rezone beginning at the Northeast Corner of Lot 1, in Block 139; Thence Southwesterly along the South Line of Lot 1, Block 139 to the extended West Line of 4th Street; Thence South along the extended West Line of 4th Street to the North Line of Mill Avenue and the South Line of the Railroad Right of Way; Thence Northeasterly along the North Line of Mill Avenue and the South Line of the Railroad Right-of-Way to the Southwest Corner of Lot 1, in Block 138; Thence continuing Northeasterly along the North Line of Block 138 and Block 137 and Block 136 to a point which is 10 feet West of the Northeast Corner of Lot 2, in Block 136; Thence West in a straight line to the Northeast Corner of Lot 1, in Block 139, along the South Line of Krebs Branch of the MK&T Railroad; Thence Southwesterly along the South Line of Lot 1, in Block 139 to the point of beginning; and Lot 1 and the Easterly 30 feet of Lot 2, in Block 139; and Lot 3, in Block 137; All in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma.

She stated that Staff recommends the re-zone with the condition that the entrance be moved from Mill Street to Fourth Street and that the Applicant put in a solid screen next to residential areas.

Mr. Heinicke stated that he had thought this piece of land had already been rezoned until he spoke with the City of McAlester Codes Department. The buildings that would be constructed on the property would be used for recreation vehicles and boat storage.

Billy Coop, 415 E. Park spoke in favor of the rezone. He said that he has a lot next to this area and Mr. Heinicke has always kept his property mowed and looking nice. He mentioned that the property was not maintained before Mr. Heinicke purchased the property and that he has done a great job cleaning up the lot.

In opposition were Mr. Frank Tedrick, 402 E. Mill spoke against the rezone. He said that his property abuts the requested area and feels like this would bring down the value of his home. Mr. O.J. Rhone's mother lives at 510 E. Mill. He believed that this was a safety issue and doesn't want it located in the neighborhood. Mr. Cory Kuykendall reinstated that this was a safety issue for the children. Ms. Brenda Dominic 1501 N. 5th commented that she's afraid the storage units will not be maintained and the grass mowed. Commissioner Lewis noted that it sounded like the property was not maintained before Mr. Heinicke purchased it. Mr. Heinicke specified that his unit will be aesthetically pleasing to the neighborhood. He passed out a brochure of buildings that he would using.

After further discussion, a motion was made by Commission Member Kanard and seconded by Commission Member Few to table the item for more review until the next meeting.

The vote was 8-0:

Aye: Bollinger, Lewis, Kanard, Moore, Eaton, Few, Stobaugh, Emmons

Motion carried.

Item 4 Discussion and Action of Request for Rezone: Applicant is requesting a change in zoning from R-1B (Single Family Residential District) to C-2 (Neighborhood Convenience District)

Jennifer Santino, Code Enforcement/Abatement Officer, gave the staff report. Ms. Santino stated that Ms. Janell Brooks is seeking a rezone for Lots 20 and 21, in Block 243, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma. She said the Applicant is requesting to rezone of a parcel of property that is 7500 sq. ft. The Land Development Code Section 62-107 (1) (B) states the minimum lot area for rezoning to a C-2 District shall not be less than 50,000 sq. ft. Applicant was informed prior to submitting an application for rezone that they do not qualify per City of McAlester Code.

Ms. Lois Washington, 2008 Cardinal Lane was speaking for Ms. Brooks. She said that Ms. Brooks would like to put a beauty salon and spa in the home located at 804 E. Monroe. Ms. Brooks would not be living in the house and the salon's business hours would be from 9:30 a.m. to 4:30 p.m. Tuesday through Friday. She said that Ms. Brooks will be installing a circle drive so there would not be any traffic interruption on Monroe. There would be parking in the back of the property as well. The beauty salon is located across from the Stipe Center and McAlester Regional Hospital. Her business would tie in with the health center area as Ms. Brooks would be selling wigs to cancer center patients.

After discussion, Commission Member Bolinger explained to Ms. Brooks that the Planning

Commission has to follow the City Ordinances and Codes that are in place. He said the Code states that the minimum lot area for rezoning to a C-2 District shall not be less than 50,000 sq. ft.

A motion made by Commission Member Bolinger and seconded by Commission Member Lewis to deny the rezone as presented.

The vote was 8-0:

Aye: Bollinger, Lewis, Kanard, Moore, Eaton, Few, Stobaugh, Emmons

Abstained: Eaton

Motion carried.

Commission Member Few left the meeting.

Chairman Emmons asked for a motion to recess the Planning and Zoning Commission Meeting at and open the Board of Adjustments Meeting at 7:40 p.m. A Motion was made by Commission Member Bolinger and seconded by Commission Member Kanard to recess the Planning and Zoning Commission Meeting and open the Board of Adjustments Meeting.

After calling the roll Chairman Emmons stated that a quorum was present. Chairman Emmons asked for a motion to recess the Board of Adjustments and re-open the Planning and Zoning Meeting at 7:42 p.m. Commission Member Kanard made a motion and seconded by Commission Member Stobaugh to recess the Board of Adjustments and reconvene the Planning and Zoning Meeting.

With no further discussion the vote was 7-0 as follows:

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

NAY: None

Motion carried.

**Item 5 Discussion and Action on UP #51 – Use Permitted After Review:
Applicant is requesting a use permitted after review in the Wyandotte
Corridor for medical, office, and retail.**

Jennifer Santino, Code Enforcement/Abatement Officer, gave the staff report. Ms. Santino stated that Mr. Terry English is seeking a use permitted after review for the the Easterly 50 feet of Lot 6 and all of lots 7 and 8, in Block 423, City of McAlester, Formerly South McAlester, Pittsburg County, Oklahoma. Property is located at 713-729 E. Wyandotte. Applicant is requesting use permitted after review in the Wyandotte Corridor on an existing building, therefore no additional site plans were needed.

Mr. English advised the Planning Commission that the building was previously a medical clinic. He said that Caring Hands a medical clinic is wanting to move into the space.

A motion made by Commission Member Bolinger and was seconded by Commission Member Stobaugh to accept the use permitted after review as presented and forward the recommendation to the City Council for Approval.

The vote was 7-0:

Aye: Bollinger, Lewis, Kanard, Moore, Eaton, Stobaugh, Emmons
Motion carried.

Item 6 Discussion and Action on VE#144 – Request to Close: Applicant is requesting the closing of a sewer easement in the following location: Lots 4, 5, and 6, in Block 19, City of McAlester.

Jennifer Santino, Code Enforcement/Abatement Officer, gave the staff report. Ms. Santino stated that the Applicant Ryan Hackett of Dessert Ridge Investment, Inc. is requesting to vacate (close) a sewer easement in the following location: **Lots 4, 5 and 6, in Block 19, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.**

Mr. Hackett pointed out that the actual sewer line is not located in the sewer easement and that he is requesting that the easement be changed to show the actual sewer line.

A motion was made by Commission Member Bolinger and was seconded by Commission Member Moore to approve request to vacate easement and forward the recommendation to the City Council for Approval.

The vote was 7-0:

Aye: Bollinger, Lewis, Kanard, Moore, Eaton, Stobaugh, Emmons
Motion carried.

Item 7 Discussion and Action of Request for Replat: Applicant is requesting a Replat of Lots 4, 5, and 6, Block 19, City of McAlester.

Jennifer Santino, Code Enforcement/Abatement Officer, gave the staff report. Ms. Santino stated that the Applicant Ryan Hackett of Dessert Ridge Investment, Inc. is requesting to vacate (close) a sewer easement in the following location: **Lots 4, 5 and 6, in Block 19, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.**

Mr. Hackett stated that he is asking for a re-plat of Lots 4, 5, and 6 of Block 19 in order to create additional market rate for rent/sale homes. The current zoning allows for smaller lot sizes than what is currently there and we need to keep the cost of the land down in order to maintain affordability. The current homes that surround the area are also sitting on smaller lot sizes.

There being no further discussion, Commission Member Bollinger made the motion and seconded by Commission Member Moore to accept the Replat as presented and forward the recommendation to the City Council for Approval.

The vote was 6-0 as follows:

Aye: Bollinger, Lewis, Kanard, Moore, Eaton, Emmons
Absent: Few (Left Meeting for another commitment)
Motion carried.

Item 8 New Business

There was no new business.

Item 9 Staff Report

There was no Commission Report.

Item 10 Commission Report

There was no Commission Report.

Item 11 Adjournment

A motion was made by Commission Member Moore and seconded by Commission Member Bolinger to adjourn the meeting.

There were no objections.

Meeting was adjourned at 8:00 p.m.

Approved: _____
DATE

By: _____
COMMISSIONER

McAlester Planning Commission Minutes

Tuesday, July 16, 2013

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:56 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 6

Mark Emmons	Harvey Bollinger	Karen Stobaugh
Susan Kanard	Ross Eaton	Justin Few

Commissioners Absent: 4

John McNally	Karl Scifres	Primus Moore	Denise Lewis
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Item 2 Approval of the Minutes from January 15, 2013

A motion made by Commission Member Stobaugh was seconded by Commission Member Bollinger to accept the minutes as written.

The vote was 6-0:

Aye: Bollinger, Kanard, Eaton, Few, Stobaugh, Emmons

Motion carried.

GENERAL BUSINESS:

Item 3 Tabled from previous meeting. Discussion and Action of Request for Rezone: Applicant is requesting a change in zoning from R-1B (Single Family Residential District) to C-5 (Highway Commercial District)

Chairman Emmons gave an update on the last meeting regarding Mr. Heinicke's rezone. He asked if anyone would like to speak in favor or against the rezone. In opposition Mr. Frank Tedrick, 402 E. Mill spoke against the rezone. He said that his property abuts the requested area and feels like this would increase traffic and look terrible in the neighborhood.

Chairman Emmons asked Mr. Peter J. Stasiak, City Manager if the Staff still recommends the re-zone with the condition that the entrance be moved from Mill Street to Fourth Street and that the applicant put in a solid screened fence next to residential areas. Mr. Stasiak stated that the Staff recommends the re-zone with the conditions.

After further discussion, a motion was made by Commission Member Bollinger and seconded by Commission Member Few to accept the application with the conditions and forward on to the City Council.

The vote was 4-0:

Aye: Bollinger, Kanard, Few, Emmons

Nay: Stobaugh, Eaton

Motion carried

Item 8 New Business

There was no new business.

Item 9 Staff Report

There was no Staff Report.

Item 10 Commission Report

There was no Commission Report.

Item 11 Adjournment

Meeting was adjourned at 7:30 p.m.

Approved: _____
DATE

By: _____
COMMISSIONER

Please allow me to give you a short history of the property I am asking you to re-zone. When I purchased this property in 1989 from the Union Pacific Rail Road it had been an abandoned siding. All I wanted was the part that has my Mini Storage buildings on it, but the RR told me that it was all or nothing, so I was forced to buy it all. They had no use for it and neither did I. It was grossly overgrown with trees and brush, had an oddly long tapered shape, and was essentially landlocked on three sides. I tried for years to come up with a use for the property but nothing would fit. I also tried selling it, that also failed, so I gave up, cleared and cleaned it, and have been mowing it ever since.

Whenever a property comes up for re-zoning anywhere in the city, or in any city, there is going to be a very small number of people that will oppose it because they do not want change of any kind for any reason. This re-zoning is no exception. When the other half of this property was re-zoned I had two elderly ladies oppose it because they would sit on their porch in the evening and didn't want to lose the songbirds and the lightning bugs when I cleared the property. The fact that the property was badly overgrown, creating a fire hazard. When we cleared it, we killed 4 poisonous snakes, several rats, found several drug syringes, and a stolen ladies purse with keys and her drivers license in it. We gave the purse to the police to return.

There were 48 registered letters sent out, 18 of which live on Mill Ave. and drive by the property, of those only 4 felt strongly enough about the re-zoning to attend the hearing, 44 did not. Of that number, 1 expressed favor, 3 were opposed. Two of the three opposing have very emotional feelings because they were devastated to find that I owned a good portion of what they had been using as their property.

It seems that neither Mr Tedrick Or Miss Sewell read the abstract, deed or plat map when they purchased their property, any of which would have raised a red flag as to where their property boundaries really were. It was not until I started to clear my property so that mowing, and maintaining the property would not be as big a problem going forward. That's when the anger and disappointment began.

In both cases I offered to sell my interest to them because at the time I had no immediate use or plans for the property but I guess they didn't want to buy property they felt was theirs in the first place.

The reason for mentioning these facts is to suggest to you that their opposition to the re-zoning is not aesthetic but rather to try to block me from using the property to extend my business. There was one property owner that felt the planning commission should be aware of the money, time and effort I have put into both of my parcels to make both properties far more eye appealing. I have with me Arial maps of what the property looked like before I paid to have it cleared and cleaned, and another of

after, if any of you would like to look at them. The before map also show the piles of trash and debris hauled onto the property by Mr Tedrick who was using the property to dismantle old mobile homes for salvage, and had a wood cutting and splitting business there as well.

There is presently a thick, wide row of trees on the Mr. Tedricks property obscuring the view of my property looking North from Mill Ave., If you drive down Mill Ave. You cannot see much my property through the trees, or Mr. Tedricks property either.

paying C-5 taxes since 1987, and it shows up on all plat maps as one parcel , it has to be C-5. When I mentioned the tax error to the city I was quickly told not to ask for a refund, I would not be getting a refund for the C-5 taxes I have paid on the R-1 property since 1989. But that oversight will surely end and be corrected if the property remains R-1.

I understand your hesitation to approve the zoning request at the June meeting because of its unique aspects, but I would like you to consider that this property when I bought it was tax free RR property. That has changed to a \$3,000.00 income for the City. It was in an overgrown fire hazard condition, I spent over \$10,000.00 correcting and cleaning up that problem, the property is an odd hard to use shape, sits next to a RR crossing that the train blows their horns for 500 feet in both directions before the crossing at 4th street, and as Jennifer told you, the city manager has given his blessing to the zoning change.

All I am asking is that you consider making an exception with this property based on the unique circumstances surrounding this property. Thank you for your time and the opportunity to show you the thought and planning we have put into this planned expansion.

Harlan (Dale) Heinicke

AAA Mini Storage

PC #395 Request to Rezone Legal

All that portion of the MK&T Railroad more particularly described as:

Beginning at the Northeast Corner of Lot 1, in Block 139; Thence Southwesterly along the South Line of Lot 1, Block 139 to the extended West Line of 4th Street; Thence South along the extended West Line of 4th Street to the North Line of Mill Avenue and the South Line of the Railroad Right of Way; Thence Northeasterly along the North Line of Mill Avenue and the South Line of the Railroad Right-of-Way to the Southwest Corner of Lot 1, in Block 138;

Thence continuing Northeasterly along the North Line of Block 138 and Block 137 and Block 136 to a point which is 10 feet West of the Northeast Corner of Lot 2, in Block 136;

Thence West in a straight line to the Northeast Corner of Lot 1, in Block 139, along the South Line of Krebs Branch of the MK&T Railroad; Thence Southwesterly along the South Line of Lot 1, in Block 139 to the point of beginning; and Lot 1 and the Easterly 30 feet of Lot 2, in Block 139; and Lot 3, in Block 137; All in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma.





McAlester City Council

AGENDA REPORT

Meeting Date: August 13, 2013
Department: City Manager
Prepared By: Peter J. Stasiak, CM
Date Prepared: July 24, 2014

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: (4) See Below

Subject

Consider and act upon a change in zoning from I-1 Light Industrial District to a C-5 Highway Commercial District known as the Southside Business Park.

Recommendation

Motion to approve and act upon changing the existing zoning from I-1 Light Industrial District to a C-5 Highway Commercial District and authorizing the Mayor to sign the attached Ordinance.

Discussion

The following documents are attached for your reference:

1. Area of Request
2. Legal Description
3. Adjacent zoning map
4. Ordinance
5. Publication

Property Owner notifications:

Sent Certified Mail 31
Received 28
Returned 1

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

8/5/13

CL. 7 OF McALESTER

U.S. HIGHWAY NO. 69 (BUSINESS)

U.S. HIGHWAY NO. 69

SECTION LINE

ELKS ROAD

SECTION 24

SECTION 19



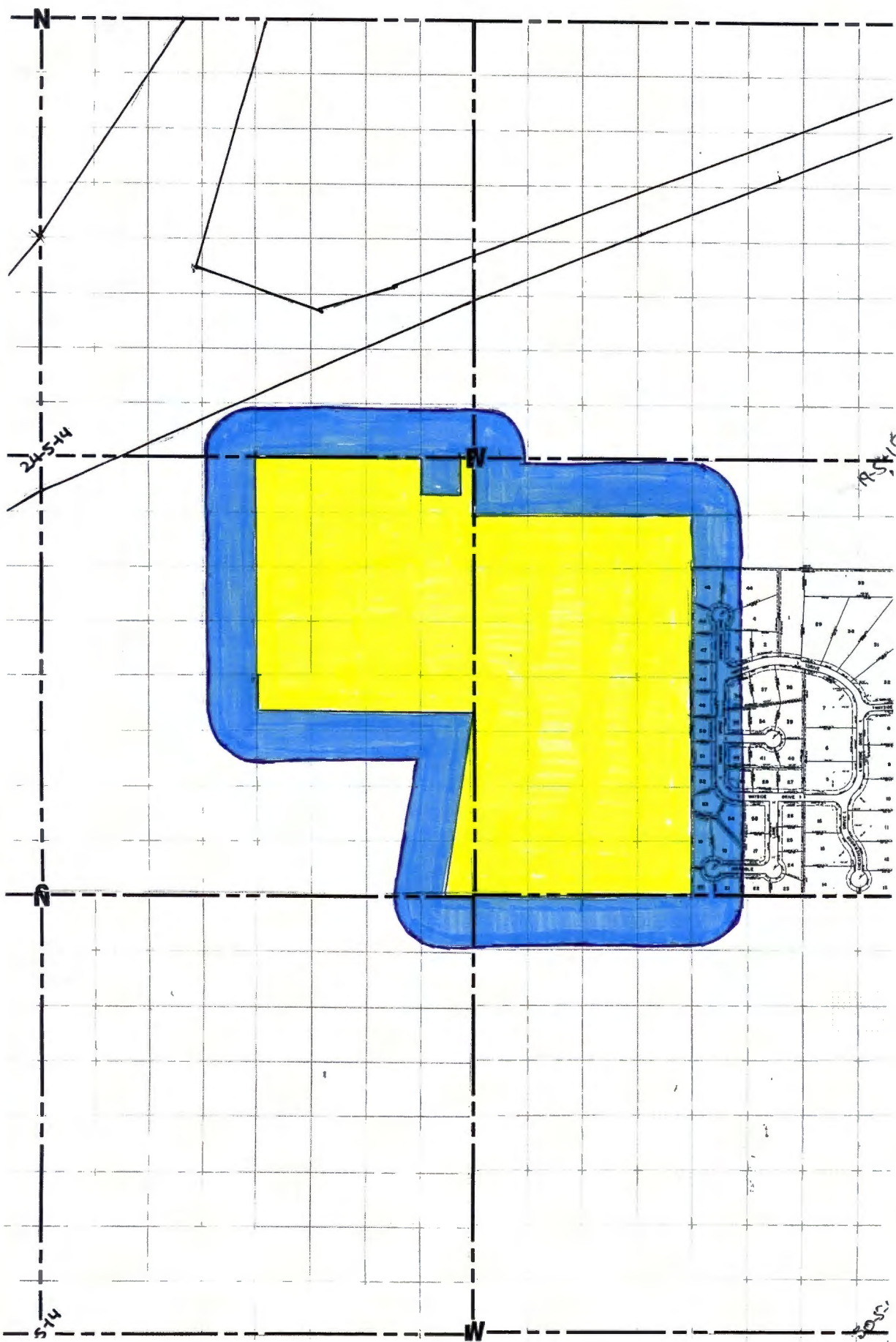
SCALE IN FEET
0 150 300 600



Prepared By:
**City of McAlester
Engineering Department**

A tract of land in Section 24, Township 5 North, Range 14 East and in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, more particularly described as follows:

Commencing at the NE corner of the SE $\frac{1}{4}$ of Section 24;
Thence South $89^{\circ} 03' 30''$ West along the North line of the SE $\frac{1}{4}$ a distance of 80 feet;
Thence South $01^{\circ} 11' 26''$ East and parallel to the East line of the SE $\frac{1}{4}$ a distance of 224.00 feet to the point of beginning;
Thence South $89^{\circ} 03' 30''$ West a distance of 232.00 feet;
Thence North $01^{\circ} 11' 26''$ West a distance of 224.00 feet to a point on the North line of said SE $\frac{1}{4}$;
Thence South $89^{\circ} 03' 30''$ West along the North line of said SE $\frac{1}{4}$ a distance of 1,017.05 feet;
Thence South $01^{\circ} 09' 47''$ East a distance of 1324.48 feet;
Thence North $88^{\circ} 53' 18''$ East a distance of 13.00 feet;
Thence South $01^{\circ} 12' 22''$ East a distance of 206.00 feet;
Thence North $89^{\circ} 10' 16''$ East a distance of 1286.7 feet;
Thence South $05^{\circ} 21' 10''$ West a distance of 1115.75 feet;
Thence North $88^{\circ} 43' 06''$ East a distance of 157.00 feet to the Southwest corner of the SW $\frac{1}{4}$ of Section 19;
Thence North $88^{\circ} 43' 46''$ East along the South line of the SW $\frac{1}{4}$ of said Section 19 a distance of 1319.72 feet to the Southeast corner of Lot 4;
Thence North $01^{\circ} 04' 21''$ West along the East line of said Lot 4 and Lot 3 a distance of 2294.44 feet to a point 346.5 feet South of the Northeast corner of Lot 3;
Thence South $88^{\circ} 44' 10''$ West a distance of 1324.50 feet to a point on the West line of Lot 3, said point being 346.50 feet South of the Northwest corner of Lot 3;
Thence South $89^{\circ} 03' 30''$ West parallel to the North line of the SE $\frac{1}{4}$ of said Section 24 a distance of 80.00 feet;
Thence North $01^{\circ} 11' 26''$ West a distance of 122.50 feet to the Point of Beginning.



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT OF LAND IN SECTION 24, TOWNSHIP 5 NORTH, RANGE 14 EAST AND IN SECTION 19, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM I-1 (LIGHT INDUSTRIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

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

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

A tract of land in Section 24, Township 5 North, Range 14 East and in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, more particularly described as follows:

Commencing at the NE corner of the SE ¼ of Section 24; Thence South 89° 03' 30" West along the North line of the SE ¼ a distance of 80 feet; Thence South 01° 11' 26" East and parallel to the East line of the SE ¼ a distance of 224.00 feet to the point of beginning; Thence South 89° 03' 30" West a distance of 232.00 feet; Thence North 01° 11' 26" West a distance of 224.00 feet to a point on the North line of said SE ¼; Thence South 89° 03' 30" West along the North line of said SE ¼ a distance of 1,017.05 feet; Thence South 01° 09' 47" East a distance of 1324.48 feet; Thence North 88° 53' 18" East a distance of 13.00 feet; Thence South 01° 12' 22" East a distance of 206.00 feet; Thence North 89° 10' 16" East a distance of 1286.7 feet; Thence South 05° 21' 10" West a distance of 1115.75 feet; Thence North 88° 43' 06" East a distance of 157.00 feet to the Southwest corner of the SW ¼ of Section 19; Thence North 88° 43' 46" East along the South line of the SW ¼ of said Section 19 a distance of 1319.72 feet to the Southeast corner of Lot 4; Thence North 01° 04' 21" West along the East line of said Lot 4 and Lot 3 a distance of 2294.44 feet to a point 346.5 feet South of the Northeast corner of Lot 3; Thence South 88° 44' 10" West a distance of 1324.50 feet to a point on the West line of Lot 3, said point being 346.50 feet South of the Northwest corner of Lot 3; Thence South 89° 03' 30" West parallel to the North line of the SE ¼ of said Section 24 a distance of 80.00 feet; Thence North 01° 11' 26" West a distance of 122.50 feet to the Point of Beginning FROM I-1 (LIGHT INDUSTRIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____, 2013.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved _____ as to form and legality this _____ day of _____, 2013.

By _____
William J. Ervin, City Attorney

PROOF OF PUBLICATION

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

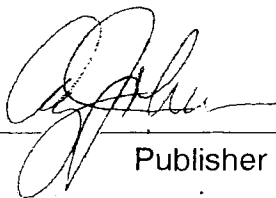
I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion.....July 21.....2013
2nd Insertion.....2013
3rd Insertion.....2013
4th Insertion.....2013
5th Insertion.....2013

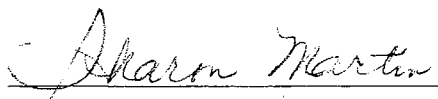
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee.....\$ 122⁷⁰


Publisher

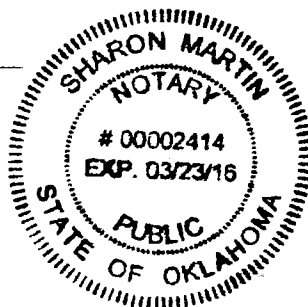
SUBSCRIBED and sworn to before me this

22 day of July, 2013.


Notary Public

#00002414

My Commission expires: 03/23/16



(Published In The McAlester News Capital on July 21, 2013.)

CITY OF McALESTER NOTICE OF REDISTRICTING

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester City Council on Tuesday, August 13, 2013 at 6:00 p.m. concerning a request by the City of McAlester for the rezoning of the following described properties known as Southside Business Park:

A tract of land in Section 24, Township 5 North, Range 14 East and in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, more particularly described as follows:

Commencing at the NE corner of the SE 1/4 of Section 24;

Thence South 89° 03' 30" West along the North line of the SE 1/4 a distance of 80 feet;

Thence South 01° 11' 26" East and parallel to the East line of the SE 1/4 a distance of 224.00 feet to the point of beginning;

Thence South 89° 03' 30" West a distance of 232.00 feet;

Thence North 01° 11' 26" West a distance of 224.00 feet to a point on the North line of said SE 1/4;

Thence South 89° 03' 30" West along the North line of said SE 1/4 a distance of 1,017.05 feet;

Thence South 01° 09' 47" East a distance of 1324.48 feet;

Thence North 88° 53' 18" East a distance of 13.00 feet;

Thence South 01° 12' 22" East a distance of 206.00 feet;

Thence North 89° 10' 16" East a distance of 1286.7 feet;

Thence South 05° 21' 10" West a distance of 1115.75 feet;

Thence North 88° 43' 06" East a distance of 157.00 feet to the Southwest corner of the SW 1/4 of Section 19;

Thence North 88° 43' 46" East along the South line of the SW 1/4 of said Section 19 a distance of 1319.72 feet to the South east corner of Lot 4;

Thence North 01° 04' 21" West along the East line of said Lot 4 and Lot 3 a distance of 2294.44 feet to a point 346.5 feet South of the Northeast corner of Lot 3;

Thence South 88° 44' 10" West a distance of 1324.50 feet to a point on the West line of Lot 3, said point being 346.50 feet South of the Northwest corner of Lot 3;

Thence South 89° 03' 30" West parallel to the North line of the SE 1/4 of said Section 24 a distance of 80.00 feet;

Thence North 01° 11' 26" West a distance of 122.50 feet to the Point of Beginning;

Proposed Change
From E-1 (Light Industrial District)

To: C-5 (Highway Commercial District)

Any person wishing to appear in support or opposition to the proposed change may do so in the Council Chambers, Municipal Building, located at 1st & Washington Street, McAlester, Oklahoma, at the above date and time.

IS/Cori Middleton
City Clerk

07/16/2013
Date



McAlester City Council

AGENDA REPORT

Meeting Date: August 13, 2013
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: July 31, 2013

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon an ordinance of the City of McAlester Oklahoma amending Chapter 10, Article 1; in general adding Section 21; entitled Dog Park; setting hours of operation, establishing rules, and declaring an emergency.


Recommendation

Motion to approve Ordinance amending Chapter 10, Article 1; in general adding Section 21;

Discussion

McAlester Parks and Recreation Department is in the process of establishing a new Dog Park at "B" and Seneca in 3rd Ward. The Rules Committee of our Dog Park Committee established a set of rules to display at the Park. The committee wanted these rules to be enforceable by the Police Department.

Approved By

		Initial	Date
Department Head		MWP	7/31/13
City Manager	P. Stasiak		8/5/13

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, ADDING SECTION 21; ENTITLED DOG PARK; SETTING HOURS OF OPERATION; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McALESTER, OKLAHOMA, that:

SECTION 1: Chapter 10, Animals; Article 1; In General is hereby amended by adding Section 21, entitled Dog Park, Setting Hours of Operations and Establishing Rules.

SECTION 2: Sec. 10-21, (a), Hours of Operation:

Summer (April 1st through September 31st) 7:00 A.M. to 9:00 P.M.

Winter (October 1st through March 31st) 8:00 A.M. to 7:00 P.M.

Sec. 10-21, (b), Rules:

1. Only dogs are allowed in Dog Park and should not be left unattended.
2. Owners are responsible for their dogs; clean up after your dog. Fill any holes dug by your dog.
3. Owners are legally responsible for the action of their dogs and any injuries caused by them. Aggressive dogs should not be brought into the park. Dogs displaying aggression towards people or other dogs must leave the park immediately. Please insure you have a leash on your person to remove your dog if necessary.
4. No dog over 30 lbs is allowed in the small dog area. Owners of small dogs that use the large dog area do so at their own risk. No puppies under 4 months of age are allowed in any area of the dog park.
5. No children under 8 years of age allowed in the park. Children aged 8 to 15 must be under the supervision of an adult.
6. No more than 2 dogs per adult. Children over the age of 16 are considered adults for this purpose.
7. No female dogs in heat are allowed in the park. We encourage you to spay or neuter your dog.

8. All dogs must be vaccinated against rabies and display a rabies tag on their collar. All dogs living in the city limits of McAlester must display a city license on their collar. Core vaccinations or titers (blood test for immunity) for other canine diseases are also required. Any dog that appears ill will not be allowed in the park. Be prepared to provide proof of immunity upon request.

9. No food, glass bottles or metal cans allowed in the park. Plastic water bottles or containers are allowed. Please use toys responsibly. Toys can become a cause of fighting among dogs.

10. Please remove chain, prong (pinch) or electric "shock" collars at the park.

11. No bare feet. Dogs can transmit parasites to humans through feces contact with bare feet.

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 this ____ day of August, 2013.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____, day of August, 2013.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2013</u>	Item Number:	<u>4</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 5, 2013</u>	Exhibits:	<u>2</u>

Subject

Discussion and possible action on Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor accepting application of enclosed business as an applicant and authorize the certificate of acceptance of H.L.'s Sport Shop as a participant.

Recommendation

McAlester Main Street and Staff would like to request direction on the following application matter. Our recommendation would be to accept this business as an applicant and authorize Mayor to sign certificate of acceptance as a participant.

Discussion

Only by council authority can a business be accepted as applicant.
See additional information attached.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	8/5/2013
City Manager	P. Stasiak		8/5/2013



McAlester City Council

AGENDA REPORT

The City Staff was contacted by McAlester Main Street.

Ginny Webb stated that H.L.'s Sport Shop contacted her to complete a rebate request, believing they had submitted an application to Carol Ervin in person as a relocating business in March 2012. They do not have a copy of the original application. Ginny Webb can find no record of their application in my office, and Toni has no record of it in her office either. However, Ginny Webb contacted Carol, and she distinctly remembers picking up their application at their store and believes she submitted it. A back-dated application has been completed and a completed rebate request form from H.L.'s Sports Shop. They have met all application requirements, if accepted. H.L.'s Sport Shop opened up at current location in March 2012 after being located on South Main. Please advise.

It is upon council's authority only that this application can be validated and accepted.



Certificate

Acceptance as a Participant

H.L.'s Sport Shop

Retail Sales Tax Incentive Program for Main Street District and Choctaw Corridor

WHEREAS, the City of McAlester recognizes that the Main Street districts are faced with high vacancy rates, less pedestrian traffic, and declining sales due to a major economic recession, in-creased competition from new development in other areas of the City, and competition from businesses outside of the community;

WHEREAS, the City of McAlester recognizes that additional vacancies in the Main Street districts would reduce the economic viability of other district businesses and could lead to a downward spiral of vacancies and disinvestment;

WHEREAS, the City of McAlester recognizes that vacant commercial buildings generate no sales tax and if the vacancies continue, no sales tax will be generated in the future;

WHEREAS, the City of McAlester recognizes that most Main Street district businesses are locally-owned and that money spent at locally-owned businesses, on average, re-circulates through the local economy more times than money spent at national chain stores;

WHEREAS, the City of McAlester recognizes that a vibrant, active, and economically viable down-town benefits the entire community by contributing toward a high quality of life for community residents;

WHEREAS, the City of McAlester recognizes that McAlester Main Street has the potential to play an important role in achieving downtown economic growth and revitalization;

WHEREAS, the City of McAlester recognizes that it is in the public interest to support McAlester Main Street's efforts;

This Certifies that the above listed business has complied with all application requirements.

Whereupon the council, by majority vote, may accept the business as a participant.

The business may now apply for the Sales Tax rebate request.

Pete Stasiak, City Manager

Toni Ervin, Chief Financial Officer

Steve Harrison, Mayor



McAlester City Council

AGENDA REPORT

Meeting Date: August 13, 2013
Department: Public Works - Engineering
Prepared By: John C. Modzelewski, P.E., CFM
Date Prepared: August 6, 2013

Item Number: 5
Account Code:
Budgeted Amount: N/A
Exhibits: 1

Subject

Consider, and act upon, authorizing the Mayor to sign a "Seasonal Pole Attachment Agreement" between the City of McAlester and Public Service Company of Oklahoma (PSO).

Recommendation

Motion to approve the "Seasonal Pole Attachment Agreement" between the City of McAlester and Public Service Company of Oklahoma (PSO) and authorize the Mayor to sign after review and approval by City Attorney's Office.

Discussion

The City of McAlester has been notified by PSO that a liability issue exists where banners and/or signs are attached to poles owned by PSO. Without a signed "Seasonal Pole Attachment Agreement" from the City accepting the Indemnity language, PSO could potentially be at risk of Liability having banners and/or flags installed on PSO poles. For this reason, PSO will not want to authorize the installation of banners and/or flags.

Approved By

	Initial	Date
Department Head	JCM	08/06/13
City Manager	P. Stasiak	08/06/13

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Sent for legal review
on Date: 7-18-13
For City Council Meeting
Date: 8-13-13

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SEASONAL POLE ATTACHMENT
LICENSE AGREEMENT
BETWEEN
PUBLIC SERVICE COMPANY OF OKLAHOMA
AND

«Attacher Name»

Formatted: Underline

Deleted: CITY or TOWN OF

1

SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

This Agreement is entered into as of «Date» between «Attacher Name» a municipal corporation ("Licensee"), and Public Service Company of Oklahoma, an Oklahoma corporation ("Owner").

Deleted: Month DD, YYYY

Deleted: CITY or TOWN OF _____

Background Information.

- A. Licensee desires to install and maintain flags/banners and/or seasonal decorations and associated hardware (brackets) in the «Attacher Name», within the State of Oklahoma, hereinafter collectively called "attachments" to certain poles of Owner.
- B. Owner is willing to permit Licensee on a non-exclusive basis to place and maintain the Attachments on said poles pursuant to the terms and conditions of this Agreement.

Deleted: Town or City of _____

Statement of Agreement.

The parties acknowledge the accuracy of the above background information and in consideration of the promises and mutual covenants set forth herein agree as follows:

1. Scope of License

In accordance with all of the terms and conditions of this Agreement, Owner grants to Licensee a revocable, non-exclusive and limited license to use poles which support, or are designed to support distribution facilities of Owner for the future use of Attachments for installing and maintaining flags/banners and/or seasonal decorations and associated hardware (brackets).

All distribution poles covered by this Agreement remain the property of Owner regardless of any payment by Licensee toward their cost. No use, however extended, of Owner's poles or payment of any fee or charge required hereunder shall create or vest in Licensee any claim of right, possession, title, interest or ownership in such poles. Nothing in this Agreement shall be construed to compel Owner to construct, reconstruct, retain, extend, repair, place, replace or maintain any pole which, in Owner's sole discretion, is not needed for its own purposes. Owner and its successors and assigns shall have the right to operate, relocate and maintain its poles and attendant facilities in such a manner as will best enable it, in its sole discretion, to fulfill its service requirements.

2. Explanation of Terms

For the purpose of this Agreement, certain terms shall have the meanings given in this Section.

Design Standards – All applicable regulations or codes promulgated by any federal, state, local or other governmental authority having jurisdiction, including, but not limited to, the National Electrical Safety Code and Owner's design or attachment requirements.

Total Cost – The total cost of a project or transaction, including all applicable materials, labor and overheads.

3. Installation Standards

All Attachments and any associated equipment permitted by Owner shall be installed in a manner which does not interfere with the present or any future use which Owner may desire to make of its poles. Owner shall determine, in its sole discretion, whether the Attachments interfere with Owner's present or future pole use plans. All such attachments and equipment shall be installed and at all times maintained by Licensee so as to comply at least with the minimum requirements of the National Electrical Safety Code, any other applicable regulations or codes promulgated by any federal, state, local or other governmental authority having jurisdiction, and any of Owner's design or attachment requirements.

SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

Licensee acknowledges that the poles licensed hereunder have energized facilities installed upon them and that working in the vicinity of energized facilities poses potential dangers. At all times during the term of this Agreement, and particularly during the time of any construction, repair, or maintenance of Attachments covered by this Agreement, Licensee shall consider the electric wires of Owner to be energized. Licensee shall warn all of its employees, agents, contractors and subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers. Licensee shall take any necessary precautions by the installation of protective equipment, or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Licensee's Attachments on Owner's poles.

4. Pole Installations

- A. Poles installed in new locations: Where Owner desires to install a new pole in a location where facilities have not been previously placed, and Licensee desires to attach to such pole, Owner and Licensee shall follow the procedures set forth in this Section.

Owner shall make a determination of the size and height of the pole necessary to accommodate its facilities alone and shall calculate the Total Cost necessary to procure and install such pole. Owner shall then make a determination of the size and height of the pole necessary to accommodate both Owner's and Licensee's facilities.

- B. Replacement of Existing Poles Caused by the Installation of a Licensee's Proposed Attachment: Where, in Owner's sole judgment, an existing pole must be replaced solely to adequately provide for Licensee's proposed attachment, the Licensee withdraws its proposed attachment to said pole.

Owner and other attaching parties may set aside space on poles for future development needs. Such space may, in the sole discretion of the lender, be loaned to Licensee for attachment of Licensee's Attachments. In the event the lending party desires to reclaim such loaned space, Owner shall provide notice to Licensee of the space reclamation. Upon such notice, Licensee shall either remove its facilities from the loaned space within thirty (30) days of Owner's notice, or pay the Total Cost of replacing the pole with a pole which will accommodate all of the existing and planned attachments on the pole, including the cost of removing the old pole, and transferring the facilities of Owner and any other attaching party to the new pole. If Licensee is sharing such reclaimed loaned space with another attaching party, then Licensee and the other attaching party shall share the Total Cost of the project.

- C. General Issues: Licensee shall remain responsible for the Total Cost of all projects initiated by Owner as the result of a Licensee Proposal, regardless of whether Licensee elects to install the Attachments. Licensee shall be responsible for all construction work undertaken by Owner on Owner's poles where such work is initiated as a result of the proposed attachment of Licensee's facilities. Provided, before any such projects are initiated, Owner shall give Licensee Thirty (30) days notice of estimated costs of any project before initiating said project to allow Licensee the option of withdrawing its proposal. Notice from Owner and election of the Licensee shall be in writing.

5. Rearrangement of Attachments

If Licensee's desired Attachments can be accommodated on existing poles of Owner in accordance with the Design Standards by rearranging facilities of Owner or existing attachments thereon of any other person, Licensee shall reimburse Owner and any such other person for the respective Total Cost incurred in making such rearrangement.

6. Pole Inspections

Owner reserves the right to inspect each new or proposed installation of Licensee on Owner's poles at Licensee's expense. In addition, Owner may make periodic inspections, as conditions may warrant. Owner's

SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

right to make any inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

7. Unauthorized Attachments

Licensee shall make no attachment to or other use of any pole of Owner or any facilities of Owner thereon, except as authorized in this Agreement. Any such unauthorized attachment or use is in direct violation of this Agreement and may result, at Owner's discretion, in the immediate termination of this Agreement, thereby requiring Licensee to remove any and all attachments from Owner's poles upon demand.

8. Interference or Hazard

Whenever Owner notifies Licensee in writing or orally, with written confirmation, that in Owner's reasonable judgment the attachments of Licensee on any poles of Owner interfere with the use of such poles, the operation of equipment, or constitute a hazard to the service rendered, by Owner or any other persons licensed by Owner to use such poles, or are dangerous to employees of Owner or of such other persons or the public, or otherwise fail to comply with applicable codes or regulations, Licensee shall, remove, rearrange or change its attachments in compliance with such codes and/or as directed by Owner. In the case of any such hazard or danger, such period shall not exceed the ten (10) days from receipt of the first such notice. In case of an emergency, which in Owner's reasonable judgment requires Owner to immediately remove or relocate the attachments of Licensee, Owner reserves the right to remove or relocate such attachments as required, at Licensee's expense, without prior notice or responsibility for any damage to Licensee caused by such removal or rearrangement.

Any and all tree trimming required, on account of Licensee's equipment, shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Owner.

9. Charges and Fees

Except as otherwise set forth herein, Licensee shall reimburse Owner for the Total Cost of all non-recurring expenses incurred by Owner, which are caused by or attributable to Licensee's Attachments.

Provided, however, for all other services which may be provided under the terms of this Agreement by Owner for the benefit of the Licensee the total costs of said services shall not exceed \$500.00 unless Owner shall give written notice of said costs at least 30 days before the services are rendered, except in the case of emergency as further provided herein. If said costs exceed \$500.00, Licensee may elect to terminate this Agreement upon written notice to Owner before the end of the 30 day period, and Licensee shall remove said banners.

10. Time of Payment

Unless otherwise set forth herein, payments due hereunder shall be made within thirty (30) days from the date of the invoice thereof. Where the provisions of this Agreement require any payment by Licensee, Owner will require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by Owner of any work.

11. Indemnity

To the extent permitted by law, Licensee for itself hereby releases Owner, its affiliates, and their respective directors, officers, employees and agents (collectively, "Indemnitees"), from any and all liability for loss of or damage to the Licensee's Attachments. Licensee further hereby agrees to indemnify, hold harmless, and defend Indemnitees to the extent permitted by law, from and against any and all losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and any reasonable attorneys' fees and any other costs of litigation (hereinafter collectively referred to as "liabilities") arising, directly or indirectly, in any other way attributable to, or by the proximity of Licensee's facilities to all

SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

other parties, including the Owner, occupying space on Owner's poles, except that Licensee's obligation to indemnify Indemnitees shall not apply to any liabilities to the extent arising from Indemnitees' sole negligence or willful misconduct. Indemnitees shall be free to select counsel of their choice for their defense hereunder.

Notwithstanding any other provisions of this Agreement appearing to the contrary, it is recognized and agreed that State law limits the circumstances and extent to which the «Attacher Name», may indemnify or hold harmless a vendor or the provider of services to the «Attacher Name», including Licensor. Any indemnification herein or hereunder is expressly limited to the amount as may be permitted under applicable State law.

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Deleted: City and/or Town

It is further agreed between the parties hereto, that to the extent any of the provisions of this Section are determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Section shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the parties as herein stated, and provide the maximum indemnity allowed by law.

The terms of this indemnity and any other indemnities set forth in this Agreement shall survive the termination of this Agreement. In the event that Owner becomes aware of a claim affecting Licensee under the terms of this indemnification clause, Owner shall put Licensee on timely notice of such claim within Ten (10) days after Owner becomes aware of said claim. Failure to notify Licensee shall relieve the Licensee of the obligation of indemnification.

12. Insurance

Licensee shall obtain, furnish, and maintain at all times during the performance of this Agreement insurance in an amount agreeable to the Owner which is sufficient to indemnify the Owner as required herein.

The amounts of insurance required under this Agreement shall be increased as Owner may reasonably require from time to time to account for inflation, generally increased insurance settlements, court verdicts or any other business purposes. If Licensee does not timely deliver to Owner a certificate showing all of the required insurance to be in full force and effect as required by this Agreement, Owner may declare Licensee to be in substantial default under the terms of this Agreement upon which event this Agreement shall automatically terminate within sixty (60) days without the need for any further notice.

13. Easements

Licensee shall secure any right, license or permit from any governmental body, authority or other person or persons, which may be required for the construction or maintenance of Licensee's Attachments. Owner does not grant, convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of the Attachments. Licensee hereby agrees to indemnify and save Owner harmless (on a pro rata basis with all other users of Owner's poles who failed to secure such right, license, permit or easement, based on their respective proportionate use of space on such poles and to the extent the other users are part of such claim) from any and all claims, including the expenses incurred by Owner to defend itself against such claims, resulting from or arising out of the failure of Licensee to secure such right, license, permit or easement for the construction or maintenance of the Attachments on Owner's poles, the loss of right-of-way or property owner consent, of the costs of relocating any of Owner's facilities or other attachments on Owner's poles. In the event that Owner becomes aware of a claim affecting Licensee under the terms of this provision, Owner shall put Licensee on timely notice of such claim, within Ten (10) days after Owner becomes aware of claim. However, such notice obligation of Owner does not extend to permits or franchises required by governmental entities. As applicable, all of the terms of the indemnity set forth in this Agreement are incorporated herein and shall apply with equal force to the indemnity set forth in this Section.

SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

14. Default or Non-Compliance

If Licensee fails to comply with any of the provisions of this Agreement, or defaults in the performance of any of its obligations under this Agreement, and fails within thirty (30) days, after written notice from Owner to correct such default or noncompliance, Owner may, at its option, remove, relocate, or rearrange Attachments of Licensee to which such default or noncompliance relates, all at Licensee's expense; provided in this Agreement or any other substantial default, or of repeated defaults, terminate this Agreement. Notwithstanding the foregoing, Licensee shall have up to an additional thirty (30) days to correct such default or noncompliance if Licensee promptly commences its corrective efforts within the thirty (30) day period described above and diligently continues such corrective actions thereafter. No liability shall be incurred by Owner because of any or all such actions. The remedies provided herein are cumulative and in addition to any other remedies available to Owner under this Agreement or otherwise. No such termination, however, shall reduce or eliminate the obligation of the Licensee to make payments of any amounts due to Owner for any services covered, and shall not affect Licensee's Indemnification of Owner or the Insurance requirements contained in this Agreement. Owner shall be entitled to recover any and all attorney fees, costs and expenses incurred in successfully pursuing any of the remedies set forth above.

15. Regulation

Both parties acknowledge that, prior to negotiation of this Agreement, the parties carefully reviewed all relevant provisions of state and federal statutes and regulations relating to the regulation of Owner's facilities, and that the negotiations freely conducted herein were undertaken without duress and with full knowledge of any rights either party may have pursuant to such state or federal law. Both parties believe the fees charged herein to be in compliance with any applicable state or federal law. Each and every provision of this Agreement is considered an essential exchange of consideration hereto. To the extent that either party may challenge any provision of this Agreement as a violation of state or federal law and is successful, then upon the sole option of the party to which such determination adversely affects, this Agreement shall terminate effective as of such determination. Upon such termination both parties shall enter into negotiations for a new agreement in compliance with such determination. Execution and performance of this Agreement are without prejudice to, and do not constitute a waiver of any positions taken or claims asserted respecting the validity, enforceability or effect of any or all such regulations or orders in any appeal, litigation or administrative proceeding pending at the date hereof or later begun, or any rights arising out of any judgment, opinion or order therein.

16. Term

Except as provided in the Default Or Noncompliance Section, this Agreement shall continue for a period of one (1) year from the date hereof, and shall thereafter automatically renew for successive one (1) year periods unless one party gives the other party written notice of termination at least sixty (60) days in advance of the next renewal date. Provided nothing herein shall be construed to create an obligation on the «Attacher Name», in violation of any applicable constitutional or statutory prohibitions.

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Deleted: City and/or Town

17. Prior Agreements

This Agreement terminates and supersedes any prior agreement, license or joint use affecting Owner's poles and Licensee's attachments covered hereby as of the date hereof, but such termination shall not reduce or eliminate the obligation of Licensee to make payment of any amounts due to Owner under any prior agreement.

18. Transfer of Ownership

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and Licensee shall not assign, transfer, sublet or sublicense any of the rights hereby granted without the prior written consent of Owner. Any outstanding liabilities of Licensee, including, without limitation, charges for inspections, and penalties, or other outstanding costs or expenses shall be paid to Owner, in full, prior to the transfer of any rights and privileges of the Licensee, with a new agreement or assignment of the existing agreement (at

SEASONAL POLE ATTACHMENT LICENSE AGREEMENT

Owner's option), to said third party. Owner reserves the right, at its option, to require the execution of a new agreement in lieu of granting its consent to the assignment or transfer of any right, license or privilege under this Agreement.

19. Performance Waiver

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to the following causes which are beyond the control of said party: Acts of God or the public enemy, war, revolution, terrorism, civil commotion, blockade or embargo, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, or any other cause consider a *force majeure* under Oklahoma law.

20. Governing Law

Except insofar as governed by federal law, this Agreement shall be construed in accordance with, and its performance shall be governed by, applicable laws in effect of the state where the poles are located.

21. Execution

This Agreement may be executed in two counterparts each of which so executed shall be deemed to be an original.

22. Agreement Modifications

This Agreement and its Exhibit constitute the entire agreement between the parties respecting pole attachments, and shall only be modified in a writing signed by both parties hereto.

23. Preservation of Remedies

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the parties shall impair or affect a party's right thereafter to exercise the same.

24. Headings

Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Agreement.

25. Survival of Obligations

All payment, performance and indemnity obligations of Licensee under this Agreement shall survive the termination of this Agreement, until said obligations are satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

«ATTACHER NAME»

PUBLIC SERVICE COMPANY OF OKLAHOMA

By: _____
Print
Name: _____

Title: _____

Date: _____

By: _____
Print
Name: _____

Title: _____

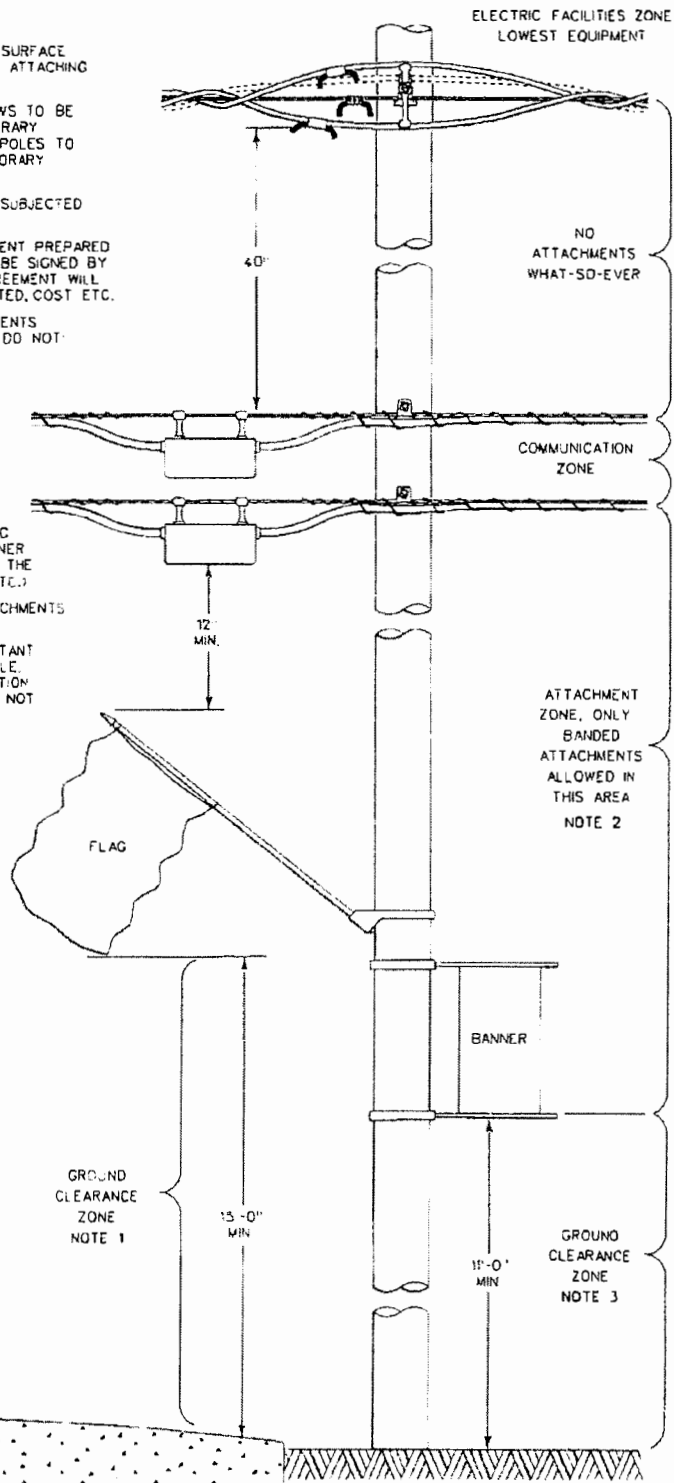
Date: _____

Deleted: CITY AND/OR TOWN OF _____

AMERICAN ELECTRIC POWER COMPANY

NOTES:

1. A MINIMUM CLEARANCE OF 15 FEET ABOVE THE ROAD SURFACE APPLIES FOR BANNERS OVERHANGING A ROADWAY AND ATTACHING TO POLE
2. NO THROUGH BOLTS, BRACKETS, NAILS, TACKS, SCREWS TO BE USED. SIGNS, POSTERS OR NOTICES ALLOWED TEMPORARY ATTACHMENT TO POLES WITH COMPANY'S APPROVAL. POLES TO BE FREE FROM CLIMBING HAZARDS CREATED BY TEMPORARY ATTACHMENTS, SUCH AS STAPLES OR NAILS.
3. A MINIMUM CLEARANCE OF 11 FEET ABOVE THE AREAS SUBJECTED ONLY TO PEDESTRIAN OR RESTRICTED TRAFFIC.
4. PRIOR TO ATTACHING THEIR BANNER/FLAG, AN AGREEMENT PREPARED BY DISTRIBUTION ATTACHMENT SERVICES (DAS) SHALL BE SIGNED BY BOTH THE LICENSEE AND THE DAS MANAGER. THE AGREEMENT WILL COVER INSURANCE, NUMBER OF POLES TO BE CONTACTED, COST ETC.
5. WITH COMPANY APPROVAL AEP PERMITS THE ATTACHMENTS OF FLAGS AND/OR BANNERS TO OUR POLES IF THEY DO NOT:
 - A. JEOPARDIZE WORKER SAFETY.
 - B. JEOPARDIZE CONTINUITY OF SERVICE
 - C. CAUSE DAMAGE TO THE POLE
6. THE FLAGS/BANNERS MUST BE MADE OF CLOTH OR VINYL MATERIAL WITH NO METALLIC COMPONENTS
7. THE FLAGS/BANNERS MUST BE LESS THAN 36 INCHES IN WIDTH. THE LENGTH OF ANY FLAG/BANNER MUST BE LESS THAN THE DISTANCE BETWEEN THE TOP FLAG/BANNER ATTACHMENT AND THE LOWEST ELECTRIC ATTACHMENT, PLUS 12 INCHES. (EXAMPLE: A 30" BANNER MUST HAVE A MINIMUM OF 42" BETWEEN THE TOP OF THE BANNER AND THE LOWEST ELECTRICAL WIRE, DEVICE, ETC.)
8. NO "POLE TO POLE" OR "POLE TO STRUCTURE" ATTACHMENTS ARE PERMITTED
9. BANDING STRAPS SHALL BE MADE OF OXIDATION RESISTANT MATERIAL, STAINLESS STEEL OR ALUMINUM FOR EXAMPLE. THE STRAPS ARE NOT TO CONFLICT WITH THE OPERATION OF UNDERGROUND RISERS, SWITCH HANDLES, ETC AND NOT BE PLACED BETWEEN POLE AND U-GUARD RISERS.
10. NO COMMERCIAL ADVERTISING ON FLAGS/BANNERS
11. METAL STREETLIGHT POLES ARE NOT DESIGNED TO HAVE AUXILIARY ATTACHMENTS OF THE BANNER TYPE. OTHER TYPES OF ATTACHMENTS MAY BE ALLOWABLE DEPENDING ON FIELD CONDITIONS
12. CLEARANCES:
 - A. IF PLACEMENT OF FLAG OR BANNER IS WITHIN THE OSHA 10 FOOT RULE THE INSTALLATION AND MAINTENANCE MUST BE DONE BY QUALIFIED PERSON
 - B. PER THE NESC A MINIMUM GROUND CLEARANCE OF 15'-0" MUST BE MAINTAINED OVER DRIVEN SURFACES
 - C. PER THE NESC A MINIMUM GROUND CLEARANCE OF 11'-0" MUST BE MAINTAINED FOR AREAS SUBJECT ONLY TO PEDESTRIANS AND TRAFFIC OF RESTRICTED
 - D. PER THE NESC NO ATTACHMENT HARDWARE FOR A BANNER/FLAG MAY BE FASTENED TO A POLE AT A POINT CLOSER THAN 12 INCHES FROM THE ATTACHMENT HARDWARE FOR ANY TELEPHONE OR CATV CABLE OR WIRE
13. OTHER TYPES OF ATTACHMENTS, FLOWERPOTS, SIGNS, ETC WILL NEED TO BE APPROVED BY LOCAL MANAGEMENT PRIOR TO DAS PREPARING AN AGREEMENT.



TEMPORARY SIGN, BANNER, POSTER ATTACHMENTS TO ELECTRIC SUPPLY POLES OVERHEAD - ALL VOLTAGES

With company approval, PSO permits the attachments of flags and/or banners to our poles if they do not jeopardize worker safety, reliability of service or cause damage to our facilities. Listed below are the guidelines for use:

- Cloth or vinyl material with no metallic components.
- Less than 36 inches in width.
- Length must be less than the distance between the top flag/banner attachment and the lowest electric attachment, minus 12 inches.

Example: a 30" banner must have a minimum of 42" between the top of the banner and the lowest electrical wire, device, etc.

- No "pole to pole" or "pole to structure" attachments are permitted.
- No through bolts, brackets, nails, tacks, screws, are to be used to secure the flags/banners to the pole.
- Banding straps placed to secure flags/banners are not to conflict with the operation of underground risers, switch handles, etc.
- No advertising on flags/banners
- Clearances:
 - 1) A minimum ground clearance of 15 feet must be maintained over driven surfaces, and otherwise, a minimum ground clearance of 11 feet must be maintained.
 - 2) No part of any banner/flag or attaching hardware may be closer than 40 inches from any electric company secondary wire.
 - 3) No attachment hardware for a banner/flag may be fastened to a pole at a point closer than 12 inches from the attachment hardware for any telephone or CATV cable or wire.



McAlester City Council

AGENDA REPORT

Meeting Date: August 13, 2013
Department: City Attorney
Prepared By: William J. Ervin
Date Prepared: August 6, 2013

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

Subject


Consider and Act to authorize the City Attorney to file any and all necessary District Court Action(s) to secure access to documents and records of MPower Economic Development, and to protect the interest of the City of McAlester in relation to its expired/terminated contract with MPower Economic Development Corporation.

Recommendation

Motion to approve authorization for the City Attorney to file any and all necessary District Court Action(s).

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		WJE	8/6/13
City Manager	P. Stasiak		8/6/13



McAlester City Council

AGENDA REPORT

Meeting Date: August 13, 2013
Department: City Attorney
Prepared By: William J. Ervin
Date Prepared: August 6, 2013

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and Act to authorize the Mayor to execute a City-County Jail Services Agreement.

Recommendation

Motion to approve authorizing the Mayor to execute a City-County Jail Services Agreement.

Discussion

Approved By

		Initial	Date
Department Head		WJE	8/6/13
City Manager	P. Stasiak		8/6/13

COUNTY JAIL SERVICES AGREEMENT

THIS JAIL SERVICES AGREEMENT is made and entered into on this day of _____ - '2013 by and between the CITY OF MCALESTER, a charter city of the State of Oklahoma, hereinafter referred to as "McAlester" or "City", and the PITTSBURG COUNTY CRIMINAL JUSTICE CENTER, hereinafter referred to as "PCCJC", each party having been duly organized and existing under the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, PCCJC, on behalf of Pittsburg County, and McAlester, are authorized by law and agreement to have charge and custody of the Pittsburg County Criminal Justice Center and the McAlester City Jail respectively; and the prisoners or inmates thereof; and,

WHEREAS, Pittsburg County has caused to be constructed a new jail facility on West Street to be thereafter managed and operated by PCCJC and the Pittsburg County Sheriff; and

WHEREAS, McAlester will designate PCCJC as a place of confinement for the incarceration of one (1) or more but not to exceed ten (10) inmates lawfully committed to its custody (city inmates); and,

WHEREAS, PCCJC is desirous of accepting and keeping in its custody such prisoners or inmates in the new Pittsburg County Criminal Justice Center for a rate of compensation mutually agreed upon by the parties hereto; and,

WHEREAS, the governing bodies of the City of McAlester, Pittsburg County and PCCJC have approved and confirmed this agreement as authorized and provided for by law.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made hereunder, the mutual promises and covenants herein contained, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. GOVERNING LAW: The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Oklahoma shall govern in any matter relating to any prisoners or inmates confined pursuant to this Agreement.

2. DURATION:

A. The primary term of this agreement shall be for a period of approximately five (5) years commencing when the Pittsburg County Sheriff notifies the Chief of Police and McAlester, that he is prepared to accept city inmates, which estimated time is September, 2013, and said term shall end June 30, 2018. The primary term shall end on June 30, 2018 without further notice

or action, unless this agreement is properly renewed as set forth herein.

B. This agreement is subject to annual appropriation by McAlester, through its governing body each fiscal year. Before the beginning of each fiscal year, the McAlester's governing body shall determine whether to appropriate funds for these expenditures under this agreement for the fiscal year, as is required under the City's Charter, and the Oklahoma constitution and statutes.

C. This agreement shall be renewable for successive five (5) year terms under such terms and conditions as the parties may determine. McAlester shall notify PCCJC and the Sheriff not less than ninety (90) days prior to the end of any period or term of its desire to renew this agreement. If no renewal agreement is entered into prior to the end of the preceding term, then no renewal for a five (5) year term shall occur and the existing operative agreement between the parties shall continue at the will of each party, terminable by either party upon ninety (90) days written notice of termination.

3. TERMINATION:

A. This agreement may be terminated by either party upon ninety (90) days, written notice of termination delivered to the other party. Prior to the termination date any and all outstanding invoices shall be paid in full.

B. In the event of termination of this agreement for any reason, McAlester shall continue to compensate PCCJC for any prisoner(s) or inmate(s) housed in the Pittsburg County Criminal Justice Center after such termination until the City of McAlester retakes its prisoner(s) or inmate(s), in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADRESSES – NOTICES:

A. All notices, reports and correspondence to the respective parties of this agreement shall be sent, mailed or delivered to the following:

PCCJC:

Pittsburg County Criminal Justice Center Attention: Sheriff

1210 N. West Street

McAlester, OK 74501

McAlester:

City of McAlester

Attention: McAlester City Clerk

P.O. Box 578

McAlester, OK 74502

B. Notices duly mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address or contact persons.

5. DEFINITIONS: The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

A. "year" or "service year" or "annual". Unless the context indicates otherwise, these terms shall be measured or understood on a fiscal year basis from July 1 of one year to June 30 of the following year.

B. "inmate classifications" shall be made pursuant to the then current inmate classification system utilized by the Pittsburg County Sheriff pursuant to law for all prisoners in his charge. This includes minimum, medium and maximum security classifications.

c. "city prisoner" or "city inmate". These are the adult persons housed in the Pittsburg County Criminal Justice Center for whom McAlester is primarily responsible. No juveniles can be kept or housed at the Pittsburg County Criminal Justice Center. This classification of inmate shall be determined as follows:

1. Any adult person arrested or taken into custody on charges or warrants based on allegations of conduct or offense from within the limits of the City of McAlester, whether by warrant or not, is a possible city inmate. The arresting officer shall make the initial classification by indicating whether the charges sought will be city charges or county charges (Le. state charges) or both, or whether surrendering on a city warrant or state warrant. If the arrest or surrender involves only city charges or city warrants, the person is a city inmate until released, unless county charges subsequently take precedence and the city is substantially delayed in completing its proceedings. If an inmate remains incarcerated on county charges after the city charges have been completed, he or she shall become a county inmate at that time and no longer be a city inmate.

2. If the arresting officer indicates both city and county charges will be sought, the tentative classification shall be as a county inmate and the county charges shall take priority. If the Pittsburg County District Attorney does in fact file state charges out of that incident and arrest, the person will remain classified as a county inmate until the proceedings are complete. Thereafter, such person shall be classified as a city inmate until the city proceedings are complete. If the Pittsburg County District Attorney declines to file any state charged out of that incident and arrest, the inmate shall be a city inmate from arrest to release.

D. "daily rate service payment" is the agreed daily payment from McAlester to PCCJC for the housing of city inmates. This payment covers the daily costs of the housing, feeding, and routine, minor nursing medical services performed by Pittsburg County nursing staff of the city inmates only. All other medical or other needs of the city inmates, including prescription drugs,

are the additional responsibility and expense of McAlester, unless expressly agreed otherwise herein. The daily service is payable in full, regardless of the average city inmate population history or other measure of utilization. PCCJC agrees to provide said bill monthly. McAlester agrees to make payment to PCCJC within thirty (30) days of receipt of such bill.

6. COMPENSATION:

A. PCCJC will provide the City of McAlester with ten (10) beds in the Pittsburg County Criminal Justice Center as the new "McAlester City Jail". The ten (10) beds available to McAlester shall be utilized under the same rules of classification and separation as county inmate beds. It is understood that this could mean maximum capacity is less than ten (10) persons. The Sheriff of Pittsburg County will notify the McAlester Chief of Police or his designee whenever the city inmate population is eighty percent (80%) of capacity or when only two (2) McAlester beds remain available.

B. For the service provided with the availability of ten (10) beds, McAlester agrees to pay PCCJC a daily service payment of \$44.00 per day per inmate. PCCJC agrees to provide said bill monthly. McAlester agrees to make payment to PCCJC within thirty (30) days of receipt of such bill.

C. In the event the number of city inmates exceeds the capacity of the ten (10) bed city jail, McAlester agrees to pay PCCJC for each such additional city inmate a daily rate per inmate of \$70.00 per day. PCCJC is not required to accept any city inmates above the capacity of the ten (10) beds.

D. PCCJC will provide McAlester with an itemized bill for all additional services provided by PCCJC for a city inmate, including daily rate calculations. PCCJC agrees to provide said bill monthly. McAlester agrees to make payment to PCCJC within thirty (30) days of receipt of such bill.

E. The daily rate service payment shall be adjusted upward according to the same daily rate then charged by PCCJC to county/district inmates. Not less than ninety (90) days before the end of the current year, both parties shall notify the other of annual adjustment negotiations. Each party shall engage in good faith in such negotiations. The daily rate service payment shall be as mutually agreed, but in any event, any increase shall not exceed ten percent (10%) per

year. The factors to be considered by the parties in determining the increase for the following year are as follows:

1. Inflationary factors, including indexes, changes in the actual cost of goods, salary increases, etc.
2. Legal and regulatory changes, including increased staffing, structural changes, etc.
3. Experience, including unexpected situations, acts of God, etc.
4. Actual utilization rates and comparisons to a daily rate method of payment etc.
5. Any other relevant and material factors.

If the parties are unable to reach an agreement as to the amount of the increase, the matter shall be submitted to the Dispute Resolution Board, whose decision is final.

7. RIGHT OF INSPECTION: McAlester shall have the right to inspect, at all reasonable times and upon notice, all of the Pittsburg County Criminal Justice Center facilities in which city inmates are confined in order to determine if such jail maintains standards of confinement acceptable to McAlester and that the City inmates are treated equally regardless of race, religion, color, creed or national origin; provided, however, that PCCJC shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, WORK RELEASE, ETC.: PCCJC agrees that no early releases or alternatives to incarceration, including furloughs, electronic home detention or work release shall be granted to any inmate housed pursuant to this agreement without written authorization by the committing court. This shall not prevent the Sheriff of Pittsburg County from making a city inmate a trustee.

9. INMATE ACCOUNTS: No City Inmate shall be allowed to have an Inmate Trust Fund Checking Account, unless that inmate is deemed to also have county/district charges that take precedence over the city charges. It will be the sole responsibility of the McAlester Officer or his designee to take possession and responsibility for all monies and/or evidence belonging to City of McAlester inmates or relating to the arrest and booking of city inmates.

10. RESPONSIBILITY FOR OFFENDER'S CUSTODY: It shall be the responsibility of PCCJC to confine the city prisoner(s) or inmate (s); to provide treatment, including the furnishing of subsistence and all necessary minor medical services and supplies; to provide for the inmate's physical needs; to make available to them treatment consistent with the individual needs' to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed; provided that nothing herein contained shall be construed to require PCCJC, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this agreement. Nothing herein shall be construed as to require

PCCJC to provide services, treatment, facilities or programs to city inmates above, beyond or in addition to that which is require by applicable law.

11. MEDICAL SERVICES:

A. Inmates deemed city inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed at the Pittsburg County Criminal Justice Center. The McAlester Chief of Police or his designee shall provide for or arrange for the providing of such medical, psychiatric and dental services. Except for routine, minor nursing medical services provided in the Pittsburg County Criminal Justice Center, the McAlester Chief of Police or his designee shall be notified of any treatment or care needed prior to an inmate receiving any care. In emergencies, the McAlester Chief of Police or his designee will be notified prior to treatment or transport for care. McAlester shall be responsible as provided by law for such medical, psychiatric and dental treatment provided outside the Pittsburg County Criminal Justice Center for the benefit of city inmates and such other like treatment outside the scope of routine, minor nursing medical services performed by Pittsburg County nursing staff.

In such circumstances where a City inmate is being treated at an emergency medical facility or admitted into a medical facility, it will be the sole responsibility of the McAlester Chief of Police or his designee to provide transportation (unless deemed necessary by the McAlester Chief of Police or his designee that an ambulance needs to be dispatched for transport) and security for said City inmate until said City inmate is released or discharged from medical facility.

B. An adequate record of all such services shall be kept by PCCJC for McAlester's review at its request, to the extent consistent with confidentiality regulations.

C. Should medical, psychiatric or dental services be required, the McAlester Chief of Police or his designee will authorize the services and the City of McAlester shall be billed and/or the inmate pursuant to 11 O. S. § 14-113, 74 O. S. § 192 or other similar authority.

12. DISCIPLINE: PCCJC shall have physical control over and power to execute disciplinary authority over all inmates of the City of McAlester. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws of the State of Oklahoma, the United States Constitution or applicable laws of the United States.

13. RECORDS AND REPORTS: PCCJC shall keep all necessary and pertinent records concerning such city inmates in the manner consistent with the maintenance of all other PCCJC inmate records. During a city inmate's confinement in the Pittsburg County Criminal Justice Center, The McAlester Chief of Police or his designee, and McAlester, shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, to the extent permitted by law.

14. REMOVAL FROM THE JAIL: An inmate of the city legally confined in the

Pittsburg County Criminal Justice Center shall not be removed by any person without written or verbal order of any court having jurisdiction or the McAlester Chief of Police or his designee. PCCJC agrees that no early releases, furloughs, work release, or electronic home detention shall be granted to any inmate without authorization from the Chief of Police, his designee, or the Municipal Court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to inmates or personnel of PCCJC. In the event of any such emergency removal, PCCJC shall inform the McAlester Chief of Police or his designee of the whereabouts of the inmate(s) so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

15. ESCAPES: In the event any city inmate shall escape from PCCJC custody, PCCJC will use all reasonable means to recapture the inmate. PCCJC shall have the primary authority to direct the pursuit and retaking of the inmate(s) within its own territory.

16. DEATH OF AN INMATE:

A. In the event of the death of a city inmate, the Pittsburg County Medical Examiner shall be notified. The McAlester Chief of Police or his designee shall receive copies of any records made at or in connection with such notification.

B. PCCJC shall immediately notify the McAlester Chief of Police or his designee and the City of McAlester of the death of a city inmate, furnish information as requested and follow the instructions of McAlester Chief of Police or his designee with regard to the disposition of the body. The McAlester Chief of Police or his designee will designate the official(s) authorized to request information from and provide instructions to PCCJC regarding deceased inmate. The body shall not be released except on written or verbal order of the appropriate officials of the State Medical Examiner's Office. Written notice shall be provided within three weekdays of receipt of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by McAlester. With McAlester's consent, PCCJC may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by McAlester. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

17. DISPUTE RESOLUTION: In case of a dispute over the performance or meaning of the provisions of this agreement, which has not been resolved through discussion between the parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either party is not satisfied with the result, except where otherwise provided, it may utilize any other remedy to which it may be entitled at law or in equity.

18. MISCELLANEOUS:

A. PCCJC shall have the right to refuse to accept any individual from the city who, in the

judgment of PCCJC, exercised by the Sheriff of Pittsburg County, has a current illness, disease or injury which may adversely affect the operations of the Pittsburg County Criminal Justice Center or has a history of serious medical problems. At the discretion of PCCJC, a clearance from an attending physician may be required before the individual is booked into custody at the Pittsburg County Criminal Justice Center.

B. City inmates incarcerated in the Pittsburg County Criminal Justice Center pursuant to this agreement shall be transported to and from the jail by the McAlester Police Department. PCCJC is not responsible for transportation of city inmates under this agreement and shall be reimbursed by McAlester for any actual expenses incurred in transport of city inmates if in fact transportation of an inmate by PCCJC becomes necessary.

C. In providing services under this contract, PCCJC is an independent contractor and neither it, nor its officers, agents, or employees are employees of McAlester for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of McAlester under any applicable law, rule, or regulation.

D. The Sheriff of Pittsburg County and the McAlester Chief of Police shall cooperate with one another and develop and prepare written rules to implement this agreement and to insure its effective operation over time. The rules shall govern the details of the administration and operation consistent with this agreement. Such rules shall govern issues and matters not expressly addressed by this agreement and shall remain in force until this agreement is modified, by the parties to the contrary. The initial rules will be submitted to both parties and the Board of County Commissioners of Pittsburg County for approval prior to becoming effective. Subsequent amendments or additions to the rules may be made by the written agreement of the Sheriff and Chief. Copies of any such changes shall be furnished to both parties and the Board of County Commissioners of Pittsburg County.

19. GENERAL PROVISIONS:

A. Severability. In the event any of the provisions of this agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

B. Governing Law and Venue. This agreement is governed by the laws of the State of Oklahoma. Venue for any lawsuit shall be in the District Court of Pittsburg County, State of Oklahoma.

C. Waiver of Breach. The waiver by either party of the breach of any provision of this agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

D. Savings Clause. Nothing herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between the provisions of this agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

E. Interpretation. This agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future; and the masculine gender shall include the feminine and neuter gender.

F. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party, which are pertinent or relevant to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent or relevant to this agreement and work undertaken pursuant to this agreement shall be retained by the parties for a period of three (3) years after the final expiration date of this agreement or any amendments hereto, unless a longer period is required to resolve audit findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

G. Amendment. This agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the above and foregoing agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

PITTSBURG COUNTY CRIMINAL JUSTICE CENTER

By: Joel Kerns, Pittsburg County Sheriff

Attest.

THE CITY OF MCALESTER, OKLAHOMA

By: Steve Harrison, Mayor

Attest.

APPROVED:

BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, STATE OF
OKLAHOMA

Chairman of the Board

Commissioner

Commissioner

APPROVED AS TO FORM:

City Attorney:

Pittsburg County District Attorney:

Council Chambers
Municipal Building
July 23, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, July 23, 2013, at 6:00 P.M. after proper notice and agenda was posted July 18, 2013.

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

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

- Approval of the Minutes from the July 9, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 16, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$5,702.99.
- Confirm action taken on City Council Agenda Item 6, discussion and update on Financials. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration for a term commencing on July 1, 2013 and continuing through June 30, 2015, inclusive. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

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

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

Chairman Harrison declared the motion carried.

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

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 23, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, July 23, 2013, at 6:00 P.M. after proper notice and agenda was posted July 18, 2013.

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

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

- Approval of the Minutes from the July 9, 2013 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 23, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$283,547.34.
- Confirm action taken on City Council Agenda Item 3, funding for the North Town Wild West Festival in the amount of \$18,000 for the promotion of tourism for the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, establishing a Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor and authorizing the payment of the rebate. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 5, on renewing the Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw established by Resolution 11-10. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 6, discussion and update on Financials. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 7, to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, to designate certain property owned by the City as a site suitable for a location of a telecom facility, and authorize the Mayor to sign an Option and Lease Agreement between the City of McAlester and New Cingular Wireless PCS, LLC for the purpose of installing, operating and maintaining a communications facility to be located at 1313 South Strong Rd. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 10, authorizing the Mayor to sign a Master Agreement for Internet Services between the McAlester Public Works Authority and AT&T. (*James Stanford, IT Computer Specialist*)

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary