



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, September 10, 2013 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor, Stephanie Swinnea, All Saints Episcopal Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the August 27, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 21 to September 3, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, to authorize the Mayor to sign the Workers' Compensation Administrative Services Agreement between the Mutual Assurance Administrators, Inc. and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- D. Concur with Mayor's Appointment of Ginny Webb, 1020 S. 9th Street, to the McAlester Planning and Zoning Commission to fill an unexpired term of May, 2015. *(Steve Harrison, Mayor)*
- E. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.132458-TW. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

An Ordinance of the City of McAlester, Oklahoma, adding to said City of McAlester, Oklahoma, Territory adjacent and/or contiguous to the City limits and providing for zoning of said Territory.

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.

A Public Hearing concerning a request from New Cingular Wireless PCS, LLC to lease City property located at 1313 South Strong Road. The purpose of the lease is to construct a communication facility which includes installing a 160' monopole antenna on a portion of Tract 1 Lot 15 ½, Townsite Addition #4.

SCHEDULED BUSINESS

1. Consider and act to adopt an ordinance of the City of McAlester, Oklahoma adding certain adjacent and/or contiguous territory to the corporate limits of the City, and providing for zoning of said territory. (*William J. Ervin, City Attorney*)

Executive Summary

The property owners of a majority of the acres to be annexed have consented in writing to the annexation. All notice and the public hearing required by law has been completed. Further, adoption of the ordinance will bring the Steven Taylor Industrial Park and the new Indian Nations Turnpike travel plaza/convenience center into the corporate limits of the City. It is staff's recommendation that the Ordinance be adopted.

2. Citizen request to address the Council regarding Hutchison Park. (*Ms. Charlotte A. McPherson*)

Executive Summary

Citizen Request to address the Council regarding Hutchison Park.

3. Tabled from Previous Meeting. 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.

4. 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, Chief Financial Officer*)

Executive Summary

Motion to approve the budget amendment ordinance.

5. Tabled from Previous Meeting. 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 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.

6. Discussion of the possibility of leasing City owned Ball Fields to the Boys & Girls Club for a term of 25 years. (*Peter J. Stasiak, City Manager*)

Executive Summary

Discussion Only

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 August 27, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 3, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, 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 Modzelewski, P.E., City Engineer and Public Works Director)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the August 27, 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 September 3, 2013. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 1, to adopt an ordinance of the City of McAlester, Oklahoma adding certain adjacent and/or contiguous territory to the corporate limits of the City, and providing for zoning of said territory. (*William J. Ervin, City Attorney*)
- Confirm action taken on City Council Agenda Item 4, 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, Chief Financial Officer*)

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), discussing the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Attorney, William J. Ervin

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

- Consider, and act upon, the City Attorney Contract.

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, August 27, 2013, at 6:00 P.M. after proper notice and agenda was posted, August 26, 2013, at 10:13 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Cliff House, Lakewood Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

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

Citizen's Comments on Non-agenda Items

None

Consent Agenda

- A. Approval of the Minutes from the August 13, 2013, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 7 -20, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$143,186.56; Parking Authority - \$162.93; Nutrition - \$1,708.00; Employee Retirement - \$85.00; Tourism Fund - \$355.68; SE Expo Center - \$960.99; E-911 - \$4,491.91; Economic Development - \$2,000.00; Gifts & Contributions - \$318.24; CDBG Grants Fund - \$4,260.00; Fleet Maintenance - \$10,074.71; Worker's Compensation - \$941.68; Dedicated Sales Tax-MPWA - \$1,500.00 and CIP Fund - 18,687.60.
- C. Consider and act upon, a Resolution that the City of McAlester desires to continue its participation in the Oklahoma Main Street Program. *(Ginny Webb, Executive Director, Main Street)* RESOLUTION NO. 13-14

- D. Accept and place on file the McAlester Main Street Annual Action Plan by Committee. *(Ginny Webb, Executive Director, Main Street)*
- E. Accept and place on file the Oklahomans for Independent Living Report for April, May and June, 2013. *(Pam Pulchny, Executive Director)*
- F. Accept and place on file the McAlester Public Schools Roofing Project and Expenditure Report. *(Marsha Gore, Superintendent of McAlester Public Schools)*
- G. Consider, and act upon, authorizing the Mayor to sign an agreement with Jordan Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*
- H. Consider and act upon, an Agreement for the partial funding of the 2014 Junior Sunbelt Classic. *(Peter J. Stasiak, City Manager)*
- I. Concur with Mayor's Appointment of Mary Shannon, 701 E. Seneca, McAlester 74501 to the McAlester Regional Health Center Authority Board of Trustees for a term to expire February, 2019. *(Steve Harrison, Mayor)*
- J. TABLED FROM PREVIOUS MEETING. Consider and act upon to authorize the Mayor to execute a City-County Jail Services Agreement. *(William J. Ervin, City Attorney)*
- K. 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)*

Manager Stasiak requested that items "G and H" be removed from the Consent Agenda.

A motion was made by Councilman Read and seconded by Councilman Smith to approve the Consent Agenda items "A, B, D, E, F, I, J and K".

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

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

NAY: None

Mayor Harrison declared the motion carried.

Items Removed from the Consent Agenda

- G. Consider, and act upon, authorizing the Mayor to sign an agreement with Jordan Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*

A motion was made Vice-Mayor Mason and seconded by Councilman Garvin to authorize the Mayor to sign an agreement with Jordan Carris Insurance for Excess Worker's Compensation Insurance coverage.

Before the vote, Manager Stasiak informed the Council that staff recommended quote number three (3).

Councilman Smith commented that this was for ten (10) months and was more per month.

Manager Stasiak explained that this would get the Worker's Compensation Insurance in line for July 1 renewal, the total was the same and there were no changes from the current policy. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

H. Consider and act upon, an Agreement for the partial funding of the 2014 Junior Sunbelt Classic. *(Peter J. Stasiak, City Manager)*

Manager Stasiak stated that this would be brought back at a later date.

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

AYE: Councilman Smith, Mason, Read, Garvin, Titsworth & 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 OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

AN ORDINANCE 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 from the audience or the Council, and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Read and the vote was taken as follows:

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

NAY: None

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

Scheduled Business

1. Consider, and act upon, authorizing a change in use and re-purposing Hutchinson Park in North Town McAlester to accommodate a Choctaw Village. (*Peter J. Stasiak, City Manager*)

Executive Summary

Discussion and motion to approve and act upon a change in use to re-purpose Hutchinson Park in North Town McAlester to accommodate a Choctaw Village.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to authorize a change in use and re-purposing Hutchinson Park in North Town McAlester to accommodate a Choctaw Village.

Before the vote, Manager Stasiak explained that this would propose a partnership between the Old Town Association, the Choctaw Nation and the City of McAlester and looking at the possibility of re-purposing Hutchinson Park to include a Choctaw Village. He then introduced Amy Johns to the Council concerning the Choctaw Village.

Ms. Johns addressed the Council explaining that a group of people had come to her office and introduced her to the Choctaw Village. She commented that this could be a wonderful opportunity and would include a Summer Hut, a Winter Hut, an Indian mound, a dance arena, a stage with benches, a Stick Ball Field and a Pottery Fire Pit. Ms. Johns added that this would furnish year round education opportunities and would not cost the City of McAlester anything.

Councilman Garvin commented that all around McAlester the various parks represented different cultures, that this would bring something to Old Town and help keep it alive. He added that this would be the perfect location.

Vice-Mayor Mason expressed his support of the project and requested that the following letter from Edward Gray, obligating the Old Town Association to help maintain the area, be included verbatim in the minutes of this meeting.

“August 19, 2013

Pete Stasiak

City Manager, City of McAlester

In an effort to help the City of McAlester gain a valuable educational and cultural tourism attraction, McAlester's Old Town Association has agreed to quarterly inspect and maintain the integrity of the proposed Choctaw Nation Village to located in McAlester's Old Town Historic District.

In hard economic times, we understand the potential financial burden the village may present to the city. However, we believe that this village will benefit local residents by bringing more people to the area and offering myriad possibilities in the way of education and culture.

The park, which is currently underutilized, has the potential to be a tourism staple for the entire City of McAlester. Due to the benefits of the village, as an organization, McAlester's Old Town Association is ready to take on any additional maintenance that the village may require.

Sincerely,

Edward Gray
Old Town Association President"

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

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

NAY: None

Mayor Harrison declared the motion carried.

2. Presentation by Connie Morris, Executive Director of Lake Eufaula Association, regarding the B.A.S.S. National 2014 Divisional Tournament Request for Proposal (RFP) and possible action to partner with Lake Eufaula Association to host the 2014 Divisional Tournament scheduled for June 2014. *(Mel Priddy, Director of Community Services)*

Executive Summary

Approve a partnership with Lake Eufaula Association in the total amount of \$10,565.00. These funds will not be incurred if this bid proposal if not accepted.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a partnership with Lake Eufaula Association to host the 2014 Divisional Tournament scheduled for June 2014, in the total amount of \$10,565.00.

Before the vote, Connie Morris, Executive Director of Lake Eufaula Association addressed the Council explaining that she and Kathy Wall had Mike Myers, President of the Oklahoma B.A.S.S. Chapter and got the initial and contact information for the National B.A.S.S. She added that after much communication they were ready to submit the proposal and were confident that they could get the contract. She then explained the role that the City of McAlester and the S.E. Expo would take on during the tournament. She added that this would be a win win for the City of McAlester and Lake Eufaula and that together they could work toward the bigger tournaments.

Mayor Harrison commented on Ms. Morris' statement that she felt confident that they would be awarded the contract.

Ms. Morris stated that Mr. Myers was the President of the Oklahoma B.A.S.S. Chapter and it was her understanding that the president was able to influence the choice of the lake the tournament went to. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider, and act upon, declaring a 1999 International 4900 Trash Truck with extra rear hopper of property as surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve request for a 1999 International 4900 Trash Truck with extra rear hopper be declared Surplus property.

A motion was made by Councilman Smith and seconded by Councilman Read to declare a 1999 International 4900 Trash Truck with extra rear hopper of property as surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.

Before the vote, Toni Ervin addressed the Council explaining that if the Council approved this surplus staff would like to include this item in the County sale. She explained that it would receive more advertisement and the County's auction did meet all requirements. She added that a reserve of \$25,000.00 would be placed on the truck.

There was a brief discussion among the Council, Ms. Ervin and Manager Stasiak concerning any book value this truck might have, the reserve amount and how well past auctions had done for the City.

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

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2476

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

A motion was made by Councilman Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2476**, amending the 2012-2013 fiscal year budget.

Before the vote, Toni Ervin addressed the Council distributing amended exhibits and explaining the changes to those exhibits. She then reviewed the exhibits with the Council explaining that the amendment would appropriate funds for overtime payroll for Juvenile Services, for the refinancing of the 1999A Bonds, for various Gifts and Contributions, for payments to Retirees and Consultants and to purchase radios and a police department vehicle.

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

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

5. 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. 2477

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.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve **ORDINANCE NO. 2477**, amending the fiscal year 2013-2014 fiscal year budget.

Before the vote, Toni Ervin addressed the Council reviewing the exhibits for the amendment. She informed the Council that this would lapse and re-appropriate expenditures for fiscal year 12-13 Capitol Projects, appropriate funds for fiscal year 13-14 Capitol Projects, the equipment needed for movies in the park, miscellaneous equipment and for payments for the Sales Tax Revenue Note Series 2013.

After a brief discussion among the Council including Manager Stasiak regarding the equipment for the movies in the park the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

6. Discussion to terminate/dissolve the McAlester Parking Authority. (*William J. Ervin, City Attorney*)

Executive Summary

Discussion regarding to terminate/dissolve McAlester Parking Authority

City Attorney Ervin explained that he had been asked to provide a report on the status of the efforts to terminate or dissolve the McAlester Parking Authority at the last meeting. He stated that he had confirmed that they would be receiving the approval and signatures of the surviving members of the Authority. He commented that should be wrapped up on Thursday when he took the resolution to Justice Taylor for his signature. The Mayor would need to sign the resolution and then it would be submitted to the Governor's office. He commented that probably by the end of September the Parking Authority would be dissolved and all of the assets of the Authority would become the assets of the City of McAlester.

There was no action on this item.

7. Consider, and act upon, authorizing the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed. (*Cora Middleton, City Clerk*)

Executive Summary

Motion to authorize the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve RESOLUTION NO. 13-15, declaring that the CenterPoint Energy Franchise passed.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon, approval of Change Order No. 1, for an extension of twenty-one days to the existing contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve Change Order No. 1 for the extension of time to the construction contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve Change Order No. 1 for the extension of time to the construction contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements.

Before the vote, John Modzelewski informed the Council that the extension was for 20 days not 21 days and this would put the project on track to be completed by September 20, 2013. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. 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.

A motion was made by Councilman Smith and seconded by Councilman Garvin 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.

Before the vote, John Modzelewski addressed the Council informing them that he and Airport Manager, Butch Mellor had met with the local FAA representative and offered them another option on the Airport property, which was a small building, located near the FAA building. He indicated that they were willing to move their communication equipment to that building but would like the contract to be signed and allow them time to move the equipment. He added that they were very definite that if the contract was not signed they would remove the communication equipment from the airport.

There was a lengthy discussion among the Council, Manager Stasiak, Attorney Ervin and Joshua Bryant, FAA Representative concerning the transfer of utilities to the City, the amount of rent the FAA paid yearly and the amount of yearly utilities, who used the communication equipment, if the room where the communication equipment was located was on a separate unit from the rest of the building, if Congressman McMullen's representative said that they would be responsible for their utilities, how the FAA calculated their lease amounts, having time to work out the needed changes and possibly tabling this item until the next meeting.

Mayor Harrison moved to table this item until the next meeting. The motion was seconded by Vice-Mayor Mason and the vote was taken as follows:

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

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried.

10. Consider, and act upon, an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850.
(John C. Modzelewski, P.E., City Engineer and Public Works Director)

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850.

A motion was made by Councilman Smith and seconded by Councilman Read to authorize the Mayor to sign an agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality in the amount of \$31,850.00.

Before the vote, John Modzelewski addressed the Council informing them that this particular Consent Order had been issued to the McAlester Public Works Authority on September 11, 2007. He commented that of the four (4) tasks that the City had to complete three (3) had been completed. He stated that this agreement would allow Tetra Tech to provide engineering services for the preparation of the Engineering Report that was required by the Consent Order. Mr. Modzelewski added that the original compliance date of January 1, 2010 had been extended to January 1, 2014.

After a brief discussion among the Council and Mr. Modzelewski concerning the reports to DEQ and the City's efforts to comply with all of the DEQ requirements the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth & Mayor Harrison

NAY: Councilman Garvin & Mason

Mayor Harrison declared the motion carried.

11. TABLED FROM PREVIOUS MEETING: 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).

A motion was made by Councilman Read and seconded by Councilman Smith 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.

Before the vote, Attorney Ervin addressed the Council stating that there had been very limited progress. He commented that he still did not think that it was necessary to file the suit but he encouraged the Council to take what actions they felt were appropriate to protect the interests of the City.

After discussion among the Council and Attorney Ervin concerning the authority that remaining board members might have, what records had been requested, what type of records still existed and what had been required by the contract.

Mayor Harrison commented that with the previous vote he had felt would gain access to the records. His vote tonight would give the City Attorney the full range of tools needed to gain access to those records.

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

AYE: Councilman Read, Smith, Titsworth & Mayor Harrison

NAY: Councilman Garvin & Mason

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that he would be in Oklahoma City tomorrow working with FMCS mediation with the City's labor attorneys and then next Tuesday afternoon and all day Wednesday he would be working with the FOP to medigate some of the grievances.

Remarks and Inquiries by City Council

Councilmen Read, Titsworth and Smith had no comments for the evening.

Councilman Garvin informed the Council of the “Wild West Festival” fund raising dinner at the Grand this Friday.

Vice-Mayor Mason commented that at the last meeting he had inquired about information on the collection of fees charged to the County for ambulance services. He then stated that at the next meeting he would like to see a discussion and possible action item to recoup those fees.

Mayor’s Comments and Committee Appointments

Mayor Harrison reminded the Council that if they knew anyone that would want to serve on the Strategic Planning Committee to let him know their name. There could still be another person or two added. He congratulated everyone that put together the “Culture Fest”. He stated that it had been a good day.

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, Garvin, Mason, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:50 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:51 P.M.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to recess the Regular meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1 to discuss employment, hiring, appointment, promotion, demotion, disciplining or resignation of any salaried public officer or employee: City Attorney, William J. Ervin.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:52 P.M.

Executive Session

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), discussing the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Attorney, William J. Ervin

Reconvene Into Open Session

The Regular meeting was reconvened at 8:35 P.M. Mayor Harrison reported that the Council had recessed the Regular meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1 to discuss employment, hiring, appointment, promotion, demotion, disciplining or resignation of any salaried public officer or employee: City Attorney, William J. Ervin. Only that matter was discussed, no action was taken and the Council returned to open session at 8:35 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:37 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**AUGUST 21, 2013
THRU
SEPTEMBER 3, 2013**

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026	AT & T LONG DISTANCE	I-201308215294	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DISTANCE	065889	171.51
01-A00199	ADAPCO, INC.	I-94816	01 -5542206	CHEMICALS MOSQUITO CONTROL CHEM	065975	1,615.00
01-A00267	AIRGAS, INC	I-9017656405	01 -5542203	REPAIRS & MAI WELDING SUPPLIES	065976	73.92
		I-9018449853	01 -5542203	REPAIRS & MAI WELDING SUPPLIES	065976	54.27
		I-9911321427	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE LEASE	065976	37.51
		I-9911321427-A	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE LEASE	065976	89.43
01-A00362	ALLEGIANCE COMMUNICATIO	I-201308295320	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY	065922	59.95
		I-201308295320	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WKS FAC	065922	83.88
		I-201308295320	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	065922	62.95
01-A00751	ATWOODS	I-1630/9	01 -5542203	REPAIRS & MAI MISC MAINTENANCE & REPAIR	065977	64.95
		I-1633/9	01 -5542203	REPAIRS & MAI MISC MAINTENANCE & REPAIR	065977	36.90
		I-1634/9	01 -5542203	REPAIRS & MAI MISC MAINTENANCE & REPAIR	065977	99.93
		I-1638/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	065977	52.83
		I-1639/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	065977	3.98
01-B00108	BARNETT OIL & GAS CONST	I-22658	01 -5865218	STREET REPAIR HAULING FEE FOR ROCK	065980	5,500.00
01-B00180	UNION IRON WORKS, INC.	I-S1746192.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065982	83.27
		I-S1746590.001	01 -5544203	REPAIRS & MAI REPAIR CLAIMS-SBC	065982	101.48
01-C00320	CENTERPOINT ENERGY ARKL	I-201308295323	01 -5215314	GAS UTILITY GAS UTIL-607 VILLAGE BLVD	065923	24.07
01-D00096	DARRELL HEAROD	I-201309035336	01 -5544308	CONTRACT LABO UMPIRE FEES-7 GAMES	065991	175.00
01-D00470	DISPLAY SALES	I-INV0091727	01 -5542319	LIGHTS REPLAC REPLACEMENT BULBS	065992	361.00
01-D00540	DOLESE BROTHERS	I-AG13085476	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	184.54
		I-AG13088638	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	503.13
		I-AG13088639	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	442.28
		I-AG13089301	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	869.30
		I-AG13089885	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	331.43
		I-AG13090548	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	1,004.02
		I-AG13091090	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	1,176.46
		I-AG13091678	01 -5865218	STREET REPAIR ROCK & SCREENINGS	065993	853.26

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00259	ERGON ASPHALT & EMULSIO	I-9401068992	01	-5865218	STREET REPAIR PUMP FOR DURAPATCH	065996	70.00
01-E00266	ERVIN & ERVIN ATTORNEYS	I-201309035333	01	-5214302	CONSULTANTS CONTRACT LEGAL SVS-SEPT 2013	065997	3,125.00
		I-8-21-13--2013A	01	-5214302	CONSULTANTS LEGAL FEES	065894	765.00
01-F00038	FED EX	I-2-369-70461	01	-5653202	OPERATING SUP SHIPPING FEE-OMRF	065998	45.71
01-G00260	GEORGE HALIBURTON	I-160571	01	-5652318	ABATEMENTS CONTRACT BRUSH HOGGING	066001	882.00
01-G00490	GRISSOM IMPLEMENT INC	I-364804	01	-5547203	REPAIRS & MAI WEEDEATER SUPPLIES	066003	297.05
01-I00049	IDEAL CLEANING	I-001	01	-5548203	REPAIRS & MAI CLEANING SERVICE	066005	600.00
		I-001 8/15-9/15	01	-5548203	REPAIRS & MAI CLEANING SERVICE	066005	1,275.00
01-I00106	IMS INFRASTRUCTURE MANA	I-12113-1	01	-5865403	STREETS RECON PAVEMENT MGMT PGM-ENG	066006	13,018.50
01-I00110	IMPRESS OFFICE SUPPLY	I-035611	01	-5213317	ADVERTISING & ROUTING SLIPS	066007	144.04
		I-035653	01	-5321202	OPERATING SUP OPEN P.O. MISC SUPPLIES	066007	40.74
		I-035668	01	-5215202	OPERATING SUP OFFICE SUPPLIES	066007	15.96
		I-035676	01	-5321202	OPERATING SUP OPEN P.O. MISC SUPPLIES	066007	18.32
		I-035677	01	-5321202	OPERATING SUP OPEN P.O. MISC SUPPLIES	066007	6.72
01-I00120	TYLER TECHNOLOGIES	I-201309035332	01	-5213336	FEES MONTHLY SUPPORT FEES-COURT	066008	200.00
		I-201309035332	01	-5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	066008	210.00
01-J00110	JACKIE BRANNON CORR. CT	I-20130106	01	-5542308	CONTRACTED SE INMATE FEES	066009	160.85
01-J00338	JOB CONSTRUCTION CO INC	I-30350	01	-5865218	STREET REPAIR ASPHALT FOR STREETS	066010	586.38
01-J00435	JORDAN CARRIS AGENCY	I-INV13-00543	01	-5324202	OPERATING SUP NOTARY BOND FEES	066013	30.00
01-K00066	KATCON INC.	I-13-00222	01	-5865403	STREETS RECON STREET PROJECT #3	066015	17,125.00
01-L00067	COMPLIANCE RESOURCE GRO	I-037648	01	-5653348	DRUG TESTING/ MISC. DRUG TESTING	066018	405.00

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES					
		C-5541	01 -5548316	REPAIRS & MAI POWER TOOLS FOR FAC MAINT	066022	550.05-
		I-001635	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066022	89.61
		I-01087	01 -5542203	REPAIRS & MAI MISC. MAINT SUPPLIES	066022	342.13
		I-01923	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066022	37.25
		I-02232	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066022	14.87
		I-02423	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066022	93.30
		I-05541	01 -5548316	REPAIRS & MAI POWER TOOLS FOR FAC MAINT	066022	1,114.24
		I-06437	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066022	62.13
		I-07630	01 -5548316	REPAIRS & MAI POWER TOOLS FOR FAC MAINT	066022	550.05
01-L00433	LOVE ENVELOPES					
		I-0016066-IN	01 -5215202	OPERATING SUP ENVELOPES FOR ALL OFFICES	066023	280.38
		I-0016067-IN	01 -5215202	OPERATING SUP ENVELOPES FOR ALL OFFICES	066023	93.33
01-M00200	MAXWELL SUPPLY OF TULSA					
		I-220508	01 -5865403	STREETS RECON SEPERATOR FABRIC	066024	4,450.00
01-M00470	MILLER BROTHERS ENTERPR					
		I-13035-07	01 -5548316	REPAIRS & MAI OH DOOR REPAIRS-FIRE DEPT	066025	325.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05611625	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	066030	18.25
		I-05611644	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	066030	93.20
01-O00136	OKLA SPORTING SUPPLIES					
		I-966664	01 -5321325	FIRING RANGE AMMO FOR FIRING RANGE	066037	1,824.00
01-O00415	OKLA STATE UNIVERSITY					
		I-2465	01 -5542331	EMPLOYEE TRAV CONF FEE-VEG MGMT	066041	900.00
01-O00520	OIL-OK INDEPENDENT LIVI					
		I-082013-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	066042	1,800.00
01-P00138	PATRICK SANDERS					
		I-201309035338	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	066044	75.00
01-P00210	PEPSI COLA					
		I-114669	01 -5544202	OPERATING SUP CONCESSION SUPP. FOR SBC	066045	322.00
		I-114692	01 -5544202	OPERATING SUP CONCESSION SUPP. FOR SBC	066045	23.50
01-P00242	PETER STASIAK					
		I-201308295325	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-LABOR REL. MTG	065925	54.86
		I-201308295328	01 -5210331	EMPLOYEE TRAV TRAVEL EXP: OKC LABOR REL MTG	065925	149.16
01-P00340	PITTS. COUNTY ELEC. BOA					
		I-13-00354	01 -5101350	ELECTIONS SPEC ELECTION EXPENSE	066046	4,375.63
01-P00510	PRO-KIL, INC					

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00510	PRO-KIL, INC		continued			
		I-73813	01 -5548203	REPAIRS & MAI PEST CONTROL	066048	196.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201308215298	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PAVILION	065893	39.94
		I-201308215298	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK	065893	192.38
		I-201308295319	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	065926	708.58
		I-201308295319	01 -5215313	ELECTRIC UTIL ELECT UTIL-1016 E SOUTH	065926	209.20
		I-201308295319	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	065926	25.96
		I-201308295319	01 -5215313	ELECTRIC UTIL ELECT UTIL-108 AIRPORT DR	065926	106.01
01-R00479	ROGER MELTON					
		I-710265	01 -5652318	ABATEMENTS CONTRACT MOWING	066051	775.00
01-R00492	RONALD W BARNES					
		I-201309035334	01 -5544308	CONTRACT LABO UMPIRE FEES-17 GAMES	066053	450.00
01-S00150	SEARS COMMERCIAL ONE					
		I-034679013255	01 -5544203	REPAIRS & MAI BLADES & PARTS FOR MOWER	066055	126.39
01-S00180	OKLA SECRETARY OF STATE					
		I-INV13-00541	01 -5324202	OPERATING SUP NEW NOTARY FEES	066058	25.00
		I-INV13-00542	01 -5324202	OPERATING SUP FILING NOTARY FEES	066059	10.00
01-S00350	SIGNS BY JADE					
		I-13-00432	01 -5321316	REPAIRS & MAI RE-NUMBER 4 UNITS	066060	140.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-477149	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	066063	105.15
		I-477192	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	066063	114.35
		I-477316	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	066063	46.07
		I-477592	01 -5865218	STREET REPAIR MATERIALS FOR STREET REPA	066063	102.10
		I-477601	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	066063	8.98
		I-477635	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	066063	115.16
		I-477637	01 -5322401	CAPITAL OUTLA BLDG MAT FOR DOG POUND	066063	23.39
01-T00058	BIZTEL COMMUNICATIONS					
		I-5350	01 -5211202	OPERATING SUP S/C TO HOOK NEW PHONE	066064	153.00
01-T00429	THOMAS J DAVIS					
		I-201309035337	01 -5544308	CONTRACT LABO UMPIRE FEES-23 GAMES	066065	575.00
01-T00439	TODD HOUSE					
		I-201309035335	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	066066	75.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9941558	01 -5653308	CONTRACTED SE PLAN ADMIN CHARGE	066067	800.00
01-T00630	TWIN CITIES READY MIX,					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00630	TWIN CITIES READY MIX,	continued				
	I-83861	01	-5865218	STREET REPAIR CONCRETE FOR STREET REPAI	066069	120.00
	I-84022	01	-5865218	STREET REPAIR CONCRETE FOR STREET REPAI	066069	325.50
	I-84174	01	-5865403	STREETS RECON CONCRETE FOR STREET REP.	066069	1,441.50
	I-84315	01	-5865218	STREET REPAIR CONCRETE FOR STREET REPAI	066069	1,581.00
01-U00020	UNITED STATES CELLULAR					
	I-201308295321	01	-5215315	TELEPHONE UTI CELL PHONE EXP-GEN FUND	065928	1,747.43
01-U00128	UNITED PACKAGING & SHIP					
	I-13-00077	01	-5321202	OPERATING SUP SHIPPING FEE	066072	25.92
01-W00040	WALMART COMMUNITY BRC					
	I-006097	01	-5542203	REPAIRS & MAI MISC. MAINT. & REPAIR	066073	13.20
	I-02799	01	-5542203	REPAIRS & MAI MISC. MAINT. & REPAIR	066073	46.27
	I-07728	01	-5542203	REPAIRS & MAI MISC. MAINT. & REPAIR	066073	13.13
	I-08342	01	-5544202	OPERATING SUP CONCESSION SUPP. FOR SBC	066073	139.15
01-W00072	WARREN CAT					
	I-R2035904	01	-5865403	STREETS RECON EQUIPMENT RENTAL	066074	3,256.13
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1640027.001	01	-5542203	REPAIRS & MAI ELECTRICAL SUPPLIES	066076	34.81
	I-S1644113.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066076	8.11
	I-S1644273.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066076	31.00
01-W00381	WILLIAM D ROBERTSON					
	I-201309035339	01	-5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	066077	100.00
				FUND 01 GENERAL FUND	TOTAL:	83,681.17

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING						
		I-3H14060	02	-5974304	LAB TESTING TOC & BACTENAL LOGIC SAMP	065973	460.00
		I-3H14061	02	-5974304	LAB TESTING TESTING	065973	115.00
		I-3H14062	02	-5974304	LAB TESTING TOC & BACTENAL LOGIC SAMP	065973	90.00
		I-3H16012	02	-5974304	LAB TESTING TOC & BACTENAL LOGIC SAMP	065973	202.50
01-A00170	ADA PAPER CO.						
		I-364004	02	-5973203	REPAIRS & MAI JANITORIAL SUPPLIES	065974	149.75
		I-364004-1	02	-5973203	REPAIRS & MAI JANITORIAL SUPPLIES	065974	158.40
01-A00267	AIRGAS, INC						
		I-9018632516	02	-5974203	REPAIRS & MAI BOTTLE RENTAL & REFILLS	065976	121.96
01-A00582	AT&T						
		I-201308215295	02	-5267315	TELEPHONE UTI PHONE UTIL-INTERNET @ CITY HAL	065890	830.15
01-A00751	ATWOODS						
		I-1646/9	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065977	42.22
01-A00770	BOLTE ENTERPRISES, INC						
		I-931228	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065978	23.73
01-B00180	UNION IRON WORKS, INC.						
		I-S1747659.001	02	-5975209	UTILITY MAINT MISC. REPAIR PARTS	065982	115.62
01-B00314	BIO-AQUATIC TESTING, IN						
		I-00044102	02	-5973304	LAB TESTING QTRLY TESTING FEE	065984	2,692.00
01-B00360	BLUE BOOK (USA)						
		I-121240	02	-5974203	REPAIRS & MAI CHEMICAL FEED PUMPS	065985	1,562.98
01-B00490	BRIGGS PRINTING						
		I-58893-3	02	-5216202	OPERATING SUP VALIDATION PAPER	065986	150.00
01-B00491	BRENNTAG SOUTHWEST						
		I-BSW409502	02	-5974206	CHEMICALS CHEMICALS FOR WTP	065987	3,351.11
		I-BSW424953	02	-5974206	CHEMICALS ALUM WITH COPPER	065987	3,776.14
		I-BSW426898	02	-5974206	CHEMICALS ALUM WITH COPPER	065987	3,793.69
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201308215297	02	-5267314	GAS UTILITY GAS UTIL-301 E POLK	065891	45.88
01-C00880	CULLIGAN WATER COND INC						
		I-6612	02	-5974304	LAB TESTING LAB TEST SUPPLIES	065990	24.00
01-E00204	EMBASSY SUITES						
		I-85028162	02	-5871331	EMPLOYEE TRAV TRAVEL EXP-OFMA CONF	065994	174.41
		I-86724132	02	-5871331	EMPLOYEE TRAV TRAVEL EXP-OFMA CONF	065994	261.61

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-092013-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	065999	8,524.37
01-I00120	TYLER TECHNOLOGIES					
		I-201309035332	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	066008	293.16
01-J00399	JOHN C. MODZELEWSKI					
		I-201308295318	02 -5871331	EMPLOYEE TRAV TRAVEL EXP-ALFA & ASCE MTGS	065924	318.98
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201308215296	02 -5267313	ELECTRIC UTIL ELECT UTIL-UTM ON HEREFORD	065892	727.45
01-L00428	LOWE'S CREDIT SERVICES					
		I-05277	02 -5864203	REPAIRS & MAI MISC MAINT*REPAIR ITEMS	066022	96.17
		I-901518	02 -5975209	UTILITY MAINT MISC. REPAIR & MAINTANCE	066022	63.60
01-M00532	MISTY VALLEY WATER CO.					
		I-83360	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	066026	28.84
		I-83461	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	066026	21.76
		I-85323	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	066026	21.76
01-N00341	NORTHERN EQUIPMENT COMP					
		I-PAY REQ #6	02 -5974402	RESIDUAL HAND RESIDUAL HANDLING IMP	066032	145,692.05
01-O00066	OFMA					
		I-2532	02 -5871331	EMPLOYEE TRAV CONFERENCE FEE	066033	375.00
		I-2533	02 -5871331	EMPLOYEE TRAV CONFERENCE FEE	066033	350.00
01-O00075	O'REILLY AUTO PARTS					
		I-0230-138312	02 -5973203	REPAIRS & MAI MISC MAINT ITEMS	066035	71.82
01-O00275	OKLA DEPT OF COMMERCE					
		I-092013-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	066039	1,145.83
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-97810	02 -5974206	CHEMICALS CAUSTIC FOR WTP	066062	4,214.20
		I-97816	02 -5973206	CHEMICALS LIME FOR SLUGE SPILL	066062	115.00
01-U00020	UNITED STATES CELLULAR					
		I-201308295321	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	065928	681.87
		I-201308295321	02 -5975328	INTERNET SERV INTERNET SVS FOR UTM SUPV	065928	51.74
01-U00051	UTILITY SUPPLY CO.					
		I-069962	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	066070	47.40
		I-069963	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	066070	391.16
		I-069964	02 -5974203	REPAIRS & MAI DISCHARGE HOSE & FITTINGS	066070	599.31
		I-069965	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	066070	94.86
01-U00128	UNITED PACKAGING & SHIP					

9/05/2013 8:22 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 10097 CLAIMS FOR 09/10/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00128	UNITED PACKAGING & SHIP	continued				
		I-042254615017908	02 -5973203	REPAIRS & MAI SHIPPING FEES- SAMPLES	066072	30.87
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1649434.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	066076	214.26
				FUND 02 MPWA	TOTAL:	182,312.61

9/05/2013 8:22 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 10097 CLAIMS FOR 09/10/2013

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00170	FIRST NATIONAL BANK					
		I-092013-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	065999	7,530.00
01-U00020	UNITED STATES CELLULAR					
		I-201308295321	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	065928	27.20
				FUND 03 AIRPORT AUTHORITY	TOTAL:	7,557.20

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 08 NUTRITION

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00207	EMMA E. BELLIS					
		I-201309035341	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065995	150.00
		I-201309035342	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065995	113.00
01-L00426	LOUISE MCCONNELL					
		I-201309035343	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	066021	150.00
		I-201309035344	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	066021	92.66
01-R00304	RICHELLE CHEYENNE					
		I-201309035340	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	066049	180.80
01-S00580	AT & T					
		I-201308295324	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	065927	172.61
01-U00020	UNITED STATES CELLULAR					
		I-201308295321	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	065928	81.60
				FUND 08 NUTRITION	TOTAL:	940.67

9/05/2013 8:22 AM
PACKET: 10097 CLAIMS FOR 09/10/2013
VENDOR SET: 01
FUND : 09 LANDFILL RES./SUB-TITLE D

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00462	GREEN COUNTRY TESTING,	I-44674	09 -5864327	SUB TITLE D E STORM WATER TESTING FEE	066002	495.00
01-S00132	STEARNS, CONRAD & SCHMI	I-0216088	09 -5864327	SUB TITLE D E GROUNDWATER MONITORING	066054	2,360.00
			FUND	09 LANDFILL RES./SUB-TITLE D	TOTAL:	2,855.00

9/05/2013 8:22 AM
PACKET: 10097 CLAIMS FOR 09/10/2013
VENDOR SET: 01
FUND : 14 POLICE GRANT FUND

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	SHAWN DELANA	I-201308295317	14 -5321440	DOJ DRUG ENFO TRAVEL EXP A-ONE CONF	065919	263.94
				FUND 14 POLICE GRANT FUND	TOTAL:	263.94

9/05/2013 8:22 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 10097 CLAIMS FOR 09/10/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCLESTER MAIN STREET					
		I-082013-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCLESTER MAIN S	066029	1,050.00
01-P00450	PRIDE IN MCLESTER					
		I-082013-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	066047	2,250.00
				FUND 27 TOURISM FUND	TOTAL:	3,300.00

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 28 SE EXPO CENTER

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH	I-02143903	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	065983	2,047.84
01-C00823	COUNTRY MART	I-201309035331	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	065989	21.62
01-J00110	JACKIE BRANNON CORR. CT	I-20130107	28 -5654308	CONTRACT SERV MONTHLY INMATE FEES	066009	130.52
01-L00078	LAMBERT MECHANICAL INC	I-13-00299	28 -5654316	REPAIRS & MAI EMER REPAIR TO A/C-EXPO	066019	835.00
01-L00428	LOWE'S CREDIT SERVICES	I-06347	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	066022	38.73
01-P00210	PEPSI COLA	I-114668	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	066045	350.00
01-P00560	PUBLIC SERVICE/AEP	I-201308295319	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV	065926	64.58
		I-201308295319	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO CENTER	065926	5,837.70
01-S00511	SOUTHERN TRAVEL & LIFE	I-153302	28 -5654317	ADVERTISING & EXPO ADVERTISING	066061	890.00
01-U00020	UNITED STATES CELLULAR	I-201308295321	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	065928	108.80
			FUND 28 SE EXPO CENTER	TOTAL:		10,324.79

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 29 E-911

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00110	IMPRESS OFFICE SUPPLY	I-035618	29 -5324202	OPERATING SUP LETTER HEAD FOR 911 CENTE	066007	82.32
01-J00435	JORDAN CARRIS AGENCY	I-13-00543	29 -5324202	OPERATING SUP NOTARY BOND FEES	066011	30.00
01-000328	OKLA PUBLIC SAFETY CONF	I-13-00391	29 -5324331	EMPLOYEE TRAV OKLA PUBLIC SAFETY CONF F	066040	297.00
01-S00180	OKLA SECRETARY OF STATE	I-13-00541	29 -5324202	OPERATING SUP NOTARY FEES	066056	25.00
		I-13-00542	29 -5324202	OPERATING SUP FILING NOTARY FEES	066057	10.00
01-U00020	UNITED STATES CELLULAR	I-201308295321	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	065928	27.20
01-W00392	WINDSTREAM CORPORATION	I-201308295322	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LINE	065929	444.82
			FUND	29 E-911	TOTAL:	916.34

PAGE: 16

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	CARL GULLICK	I-201308295326	30	-5652302	CONSULTANTS DEPT OF COMMERCE MTG	065920	124.91
	CARL GULLICK	I-201308295327	30	-5652302	CONSULTANTS CARL GULLICK: MTG IN TEXAS	065921	120.91
01-E00266	ERVIN & ERVIN ATTORNEYS						
	I-8-21-2013	30	-5652302	CONSULTANTS	LEGAL FEES-TAYLOR PARK	065894	960.00
01-G00549	GULLICK & ASSOCIATES, L						
	I-13-00257	30	-5652302	CONSULTANTS	CONSULTANT FEES	066004	1,800.00
	I-8/19-8/24	30	-5652302	CONSULTANTS	CONSULTANT FEES	066078	2,000.00
01-K00066	KATCON INC.						
	I-PAY REQ #1-C130	30	-5211408	ECON DEV-C130	C130 PARKING PROJECT	066092	20,090.03
01-L00220	LBR, INC.						
	I-5058	30	-5211408	ECON DEV-C130	CONSULTANT FEE-AIRPORT	066020	1,500.00
01-MC0134	MCALESTER MAIN STREET						
	I-082013-2010/2011	30	-5211353	MAIN STREET P	CONTRACT WITH MCALESTER MAIN S	066029	1,050.00
01-O00275	OKLA DEPT OF COMMERCE						
	I-092013-#12248	30	-5211510	CDBG / EDIF D	CDBG - EDIF CONT #12248	066038	282.50
01-P00450	PRIDE IN MCALESTER						
	I-082013-2010-2011	30	-5211352	MISC PRIDE IN	CONTRACT WITH PRIDE IN McALEST	066047	2,250.00
01-R00464	ROBISON INTERNATIONAL,						
	I-082013-2012-13	30	-5211361	LOBBYING SERV	LOBBYING SERVICES-MDSA	066050	2,000.00
				FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	32,178.35

9/05/2013 8:22 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 10097 CLAIMS FOR 09/10/2013

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00102	KEDDO					
		I-00001	32 -5215221	FIREWISE GRAN FIREWISE PROGRAM FEE	066016	8,000.00
01-MC0095	RICK MCFADDEN					
		I-002143	32 -5215214	EXPENSES-DOG FENCE INSTALL AT DOG PARK	066028	14,000.00
			FUND 32	GIFTS & CONTRIBUTIONS TOTAL:		22,000.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	BOLTE ENTERPRISES, INC					
	I-930475	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	24.55
	I-930642	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	10.76
	I-930735	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	18.51
	I-930858	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	77.51
	I-930868	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	26.41
	I-930887	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	21.59
	I-930911	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	9.03
	I-930948	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	171.60
	I-931062	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIR PARTS	065978	52.24
	I-931215	35 -5862203	REPAIRS & MAI	MISC. AUTO PARTS	065978	48.03
	I-931310	35 -5862203	REPAIRS & MAI	FILTERS FOR PARKS EQUIP	065978	14.96
	I-931358	35 -5862203	REPAIRS & MAI	MISC. AUTO PARTS	065978	3.98
	I-931378	35 -5862203	REPAIRS & MAI	MISC. AUTO PARTS	065978	10.74
	I-931381	35 -5862203	REPAIRS & MAI	MISC. AUTO PARTS	065979	6.69
01-B00150	BEALES GOODYEAR TIRES					
	I-MC-208380	35 -5862203	REPAIRS & MAI	TIRES	065981	68.00
	I-MC-208550	35 -5862203	REPAIRS & MAI	TIRES	065981	48.00
01-B00570	BUCK WILSON BODY SHOP I					
	I-8825	35 -5862203	REPAIRS & MAI	REPAIRS TO PD-69	065988	200.00
01-F00310	FRONTIER INTNL. TRUCKS,					
	I-885655	35 -5862203	REPAIRS & MAI	PK BRAKE CABLE FOR S-29	066000	79.96
01-G00490	GRISSOM IMPLEMENT INC					
	I-362404	35 -5862203	REPAIRS & MAI	SMALL REPAIR PARTS	066003	55.89
	I-362405	35 -5862203	REPAIRS & MAI	SMALL REPAIR PARTS	066003	176.63
01-K00190	YELLOWHOUSE MACHINERY C					
	I-952282	35 -5862203	REPAIRS & MAI	REPAIRS TO ST SWEEPER	066017	5,050.57
	I-952370	35 -5862203	REPAIRS & MAI	REPAIRS TO ST SWEEPER	066017	1,728.00
	I-952372	35 -5862203	REPAIRS & MAI	SMALL PARTS FOR REPAIRS	066017	349.61
01-M00769	MYDER FIRE SUPPORT SERV					
	I-ML01473	35 -5862203	REPAIRS & MAI	LABOR TO DIAGNOSE PUMP	066027	448.50
01-N00271	NIX FORD MERCURY INC.					
	I-145103	35 -5862203	REPAIRS & MAI	MISC PARTS & REPAIRS	066031	35.50
	I-145292	35 -5862203	REPAIRS & MAI	MISC PARTS & REPAIRS	066031	35.50
	I-145449	35 -5862203	REPAIRS & MAI	MISC PARTS & REPAIRS	066031	38.50
01-O00075	O'REILLY AUTO PARTS					
	C-0230-137430	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	066034	15.00-
	I-0230-135128	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	066034	223.24
	I-0230-135276	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	066034	145.58
	I-0230-135300	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	066034	13.58
	I-0230-135429	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	066034	14.79

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS		continued			
		I-0230-135616	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	134.23
		I-0230-135758	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	50.99
		I-0230-135822	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	2.80
		I-0230-135972	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	9.90
		I-0230-136163	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	1.68
		I-0230-136731	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	29.74
		I-0230-136867	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	155.18
		I-0230-137016	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	53.38
		I-0230-137046	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066034	24.16
		I-0230-137224	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	53.72
		I-0230-137316	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	109.49
		I-0230-137415	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	157.48
		I-0230-138308	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	11.84
		I-0230-138633	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	12.79
		I-0230-138750	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	85.84
		I-0230-138877	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	4.24
		I-0230-138987	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	36.50
		I-0230-139114	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	20.20
		I-0230-139153	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	066035	53.92
01-000122	OK TIRE					
		I-9719	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	066036	80.00
		I-9755	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	066036	99.90
		I-9897	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	066036	60.00
01-R00480	ROGER KEY EQUIPMENT					
		I-89985	35 -5862203	REPAIRS & MAI PARTS FOR PK-16 MOWER	066052	18.00
01-T00612	TULSA FREIGHTLINER					
		I-623049145	35 -5862203	REPAIRS & MAI PARTS FOR S-54 REPAIRS	066068	320.29
		I-623049203	35 -5862203	REPAIRS & MAI AIR BRAKE VALVE-S-53	066068	65.22
		I-623049239	35 -5862203	REPAIRS & MAI AIR VALVE FOR S-53	066068	92.33
01-U00020	UNITED STATES CELLULAR					
		I-201308295321	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET MAINT	065928	60.67
01-U00127	UNITED ENGINES					
		I-0375375	35 -5862203	REPAIRS & MAI PARTS FOR ST SWEEPER	066071	2,309.48
01-W00195	WELDON PARTS INC.					
		I-1095166-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	066075	23.72
		I-1095988-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	066075	23.72
		I-1097335-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	066075	22.43
		I-1097872-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	066075	63.84
		I-1099546-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	066075	22.43
		I-1100133-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	066075	22.43
		I-1100331-00	35 -5862203	REPAIRS & MAI PARTS FOR REPAIRS	066075	16.11
		I-1102246-00	35 -5862203	REPAIRS & MAI REPAIR PARTS	066075	26.85

9/05/2013 8:22 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 10097 CLAIMS FOR 09/10/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00195	WELDON PARTS INC.		continued			
		I-1102508-00	35 -5862203	REPAIRS & MAI REPAIR PARTS	066075	85.07
				FUND 35 FLEET MAINTENANCE	TOTAL:	13,614.02

9/05/2013 8:22 AM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 10097 CLAIMS FOR 09/10/2013
VENDOR SET: 01
FUND : 36 WORKER'S COMPENSATION

PAGE: 21

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00435	JORDAN CARRIS AGENCY	I-4843	36 -5215309	INSURANCE EXCESS WORK COMP INS	066012	4,580.00
			FUND	36 WORKER'S COMPENSATION	TOTAL:	4,580.00

9/05/2013 8:22 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 FUND : 41 CIP FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-092013-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	065999	3,378.84
01-K00005	K-BAR CO CONSTRUCTION					
		I-PAY REQ #2	41 -5865405	CAPITAL PROJE MALLARD & FLAMINGO PJT	066014	52,228.07
01-P00023	P & K EQUIPMENT, INC					
		I-13-00457	41 -5542401	CAPITAL OUTLA JD Z930M MOVER-PARKS DEPT	066043	8,555.23
				FUND 41 CIP FUND	TOTAL:	64,162.14
					REPORT GRAND TOTAL:	428,686.23

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2012-2013	02 -5974206	CHEMICALS	3,351.11	362,473	29,060.69		
	28 -5654210	CONCESSION SUPPLIES	21.62	29,000	12,774.01		
	** 2012-2013 YEAR TOTALS **		3,372.73				
2013-2014	01 -5101350	ELECTIONS	4,375.63	22,000	11,787.91		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,800.00	21,600	18,000.00		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	204.02	5,950	4,922.90		
	01 -5211202	OPERATING SUPPLIES	153.00	3,500	2,401.65		
	01 -5212317	ADVERTISING & PRINTING	111.45	2,000	1,234.03		
	01 -5213317	ADVERTISING & PRINTING	144.04	1,200	1,547.44-	Y	
	01 -5213336	FEES	200.00	3,000	2,400.00		
	01 -5214302	CONSULTANTS	3,890.00	75,000	35,625.00		
	01 -5215202	OPERATING SUPPLIES	389.67	28,500	18,007.50		
	01 -5215313	ELECTRIC UTILITY	1,282.07	287,000	238,386.66		
	01 -5215314	GAS UTILITY	24.07	6,000	5,927.69		
	01 -5215315	TELEPHONE UTILITY	1,918.94	40,000	31,931.32		
	01 -5225349	SOFTWARE MAINTENANCE	210.00	62,100	17,052.35		
	01 -5321202	OPERATING SUPPLIES	91.70	11,300	8,744.12		
	01 -5321316	REPAIRS & MAINTENANCE	140.00	2,900	2,630.00		
	01 -5321325	FIRING RANGE	1,824.00	7,100	2,845.00		
	01 -5322401	CAPITAL OUTLAY	413.10	7,100	1,135.00		
	01 -5324202	OPERATING SUPPLIES	65.00	1,000	935.00		
	01 -5431328	INTERNET SERVICE	62.95	4,000	3,622.30		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,062.06	50,000	37,784.51		
	01 -5542206	CHEMICALS	1,615.00	15,000	11,529.80		
	01 -5542308	CONTRACTED SERVICES	160.85	14,400	10,924.15		
	01 -5542319	LIGHTS REPLACEMENT	361.00	15,000	411.15-	Y	
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	900.00	2,600	1,250.00		
	01 -5543203	REPAIRS & MAINT SUPPLIES	89.43	10,000	8,612.51		
	01 -5544202	OPERATING SUPPLIES	484.65	10,500	5,262.23		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	227.87	7,500	7,089.97		
	01 -5544308	CONTRACT LABOR	1,450.00	15,900	10,959.00		
	01 -5547203	REPAIRS & MAINT SUPPLIES	297.05	3,000	6.54		
	01 -5547328	INTERNET SERVICE	59.95	0	119.90-	Y	
	01 -5548203	REPAIRS & MAINTENANCE SUPP	2,302.31	44,000	25,221.31		
	01 -5548316	REPAIRS & MAINTENANCE	1,439.24	17,500	15,760.76		
	01 -5652318	ABATEMENTS	1,657.00	15,000	6,634.00		
	01 -5653202	OPERATING SUPPLIES	45.71	1,000	954.29		
	01 -5653308	CONTRACTED SERVICES	800.00	5,000	4,200.00		
	01 -5653348	DRUG TESTING/PHYSICALS	405.00	12,000	7,709.00		
	01 -5865218	STREET REPAIRS & MAINTENAN	13,649.40	265,102	184,111.87		
	01 -5865328	INTERNET SERVICE	83.88	0	319.68-	Y	
	01 -5865403	STREETS RECONSTRUCTION PRO	39,291.13	0	490,313.27-	Y	
	02 -5216202	OPERATING SUPPLIES	150.00	16,300	13,218.75		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5216336	FEES	293.16	4,500	3,620.52		
02	-5267313	ELECTRIC UTILITY	727.45	359,123	279,072.56		
02	-5267314	GAS UTILITY	45.88	7,223	7,168.87		
02	-5267315	TELEPHONE UTILITY	1,512.02	50,000	35,098.24		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	10,312.51		
02	-5864203	REPAIRS & MAINT SUPPLIES	96.17	3,000	2,727.80		
02	-5864510	LEASE PAYMENTS	8,524.37	102,293	76,719.89		
02	-5866230	RECYCLING CENTER EXPENSE	72.36	2,800	1,095.50		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	1,480.00	2,400	825.00		
02	-5973203	REPAIRS & MAINT SUPPLIES	410.84	54,000	39,075.14		
02	-5973206	CHEMICALS	115.00	4,600	2,055.20		
02	-5973304	LAB TESTING	2,692.00	25,100	14,876.13		
02	-5974203	REPAIRS & MAINT SUPPLIES	2,564.46	80,000	67,168.00		
02	-5974206	CHEMICALS	11,784.03	393,872	321,717.00		
02	-5974304	LAB TESTING	891.50	35,000	26,500.00		
02	-5974402	RESIDUAL HANDLING PROJECT	145,692.05	35,000	336,119.91-	Y	
02	-5975209	UTILITY MAINTENANCE SUPP.	712.64	32,500	14,579.07		
02	-5975328	INTERNET SERVICE	51.74	1,500	1,228.86		
03	-5876315	TELEPHONE UTILITY	27.20	300	245.11		
03	-5876511	FNB LOAN #119817 PAYMENTS	7,530.00	60,240	47,690.00		
08	-5549308	CONTRACT SERVICES	686.46	15,500	12,709.97		
08	-5549315	TELEPHONE UTILITY	254.21	3,000	2,499.42		
09	-5864327	SUB TITLE D EXPENSE	2,855.00	80,000	65,145.00		
14	-5321440	DOJ DRUG ENFORCEMENT EXPEN	263.94	0	2,733.35-	Y	
27	-5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	22,500.00		
27	-5655353	MAIN STREET PROGRAM	1,050.00	12,600	10,500.00		
28	-5654203	REPAIR & MAINT SUPPLIES	38.73	18,846	14,331.66		
28	-5654210	CONCESSION SUPPLIES	2,397.84	17,721	14,613.16		
28	-5654308	CONTRACT SERVICES	130.52	3,046	2,446.00		
28	-5654313	ELECTRIC UTILITY	5,902.28	57,000	45,627.92		
28	-5654315	TELEPHONE UTILITY	108.80	3,083	1,543.44		
28	-5654316	REPAIRS & MAINTENANCE	835.00	20,000	16,280.00		
28	-5654317	ADVERTISING & PRINTING	890.00	6,908	4,128.00		
29	-5324202	OPERATING SUPPLIES	147.32	5,000	1,720.68		
29	-5324315	TELEPHONE UTILITY	472.02	55,720	46,250.60		
29	-5324331	EMPLOYEE TRAVEL & TRAININ	297.00	4,500	4,203.00		
30	-5211352	MISC PRIDE IN MCALESTER	2,250.00	27,000	22,500.00		
30	-5211353	MAIN STREET PROGRAM	1,050.00	12,600	10,500.00		
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	20,000.00		
30	-5211408	ECON DEV-C130 AIRCRAFT PRO	21,590.03	24,000	105,223.00-	Y	
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,542.50		
30	-5652302	CONSULTANTS	5,005.82	135,000	100,989.18		
32	-5215214	EXPENSES-DOG PARK	14,000.00	0	18,937.51-	Y	
32	-5215221	FIREWISE GRANT EXPENSE	8,000.00	0	8,000.00-	Y	
35	-5862203	REPAIRS & MAINTENANCE SUPP	13,553.35	245,700	167,144.21		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	35 -5862315	TELEPHONE UTILITY	60.67	0	122.44-	Y			
	36 -5215309	INSURANCE	4,580.00	52,200	6,301.00-	Y			
	41 -5542401	CAPITAL OUTLAY	8,555.23	52,200	25,395.52				
	41 -5865405	CAPITAL PROJECT	52,228.07	0	143,663.87-	Y			
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	30,410.48				
	** 2013-2014 YEAR TOTALS **		425,313.50						

NO ERRORS

** END OF REPORT **

9/05/2013 8:23 AM
 PACKET: 10097 CLAIMS FOR 09/10/2013
 VENDOR SET: 01
 BANK : FNB FIRST NATIONAL BANK

A / P CHECK REGISTER

PAGE: 13

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	8/2013	4,400.88CR
01	9/2013	79,280.29CR
02	8/2013	2,656.07CR
02	9/2013	179,656.54CR
03	8/2013	27.20CR
03	9/2013	7,530.00CR
08	8/2013	254.21CR
08	9/2013	686.46CR
09	9/2013	2,855.00CR
14	8/2013	263.94CR
27	9/2013	3,300.00CR
28	8/2013	6,011.08CR
28	9/2013	4,313.71CR
29	8/2013	472.02CR
29	9/2013	444.32CR
30	8/2013	1,205.82CR
30	9/2013	30,972.53CR
32	9/2013	22,000.00CR
35	8/2013	60.67CR
35	9/2013	13,553.35CR
36	9/2013	4,580.00CR
41	9/2013	64,162.14CR

=====

ALL		428,686.23CR
-----	--	--------------

**WORKERS' COMPENSATION
ADMINISTRATIVE SERVICES AGREEMENT**

CITY OF MCALESTER

AND

MUTUAL ASSURANCE ADMINISTRATORS, INC.

WORKERS' COMPENSATION ADMINISTRATIVE SERVICES AGREEMENT

This Administration and Service Agreement (subsequently called Agreement) is made as of September 1, 2013, between The City of McAlester, Oklahoma, hereinafter "**Employer**," and Mutual Assurance Administrators, Inc. "**TPA**" (a third party administrator that provides ministerial and clerical services under the contractual supervision of the Employer), hereinafter "**MAA**."

In consideration of the mutual covenants contained in this Agreement, **Employer** and **MAA** agree that MAA shall act as consultant, representative and Service Company to Employer pertaining to Employer's Workers' Compensation risks on the terms and conditions set forth below.

ARTICLE I RELATIONSHIP OF EMPLOYER TO MAA

Section 1: Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the Employer and MAA. MAA shall be no more than a contract administrator for the Employer for an established fee.

Section 2: Any financial obligations or responsibilities of the Employer in regard to payment of benefits on behalf of employees or payment of service fees shall remain the obligations and responsibilities of the Employer until satisfied. The Employer shall hold MAA harmless for any costs or damages, including attorneys' fees, incurred by MAA as a result of any legal action commenced in part because of the Employer's (alleged or actual) failure to satisfy its responsibilities under the Agreement or the Plan.

ARTICLE II OBLIGATIONS OF EMPLOYER

Section 1: Employer shall be directly and primarily liable to any person entitled to benefits pursuant to Title 85 of the Oklahoma Statutes, Workers' Compensation Court and Rules of the Court for the State of Oklahoma.

Section 2: Employer shall, as soon as practicable, give written notice to MAA when an injury occurs. Such notice shall contain information sufficient to reasonably identify obtainable information respecting the time the injury occurred; place and circumstances of the injury; the names and addresses of the injured; names and addresses of any and all available witnesses; what types of claims have been made, or if suit has been filed; and name and addresses of any legal representation.

Section 3: Employer shall at all times provide funds adequate for the payment of qualified claims or losses and of all allocated loss expenses. For this purpose, allocated loss expenses are expenses incurred by agents or employees of third parties which are properly chargeable to a qualified claim or loss, including but not limited to court costs, fees and expenses of attorneys, investigators, experts and witnesses, and fees for obtaining diagrams, reports documents or photographs.

Section 4: Employer shall deposit such funds in a bank account or accounts established by Employer, following guidelines (if any) prescribed by the Workers' Compensation Court of the State of Oklahoma at a bank selected by it, and shall have full responsibility for the care, custody and control of such counter accounts.

ARTICLE III DUTIES AND RESPONSIBILITIES OF MAA

Section 1: MAA hereby agrees to perform the services for the benefit of the Employer as described in the attached Exhibit A and made a part hereof. The Employer hereby acknowledges the services that MAA will not provide under this Agreement are also described in the attached Exhibit A. The parties hereto agree that the scope of MAA's duties and responsibilities may be changed or modified from time to time by attaching hereto a Supplemental Exhibit A describing in detail the new duties and responsibilities of MAA. The attached Exhibit A, and any Supplemental Exhibit A, shall be dated with approval of the parties endorsed thereon.

Section 2: The parties hereto acknowledge that the authority of the Employer to perform the duties contemplated by this Service Agreement are contained in the Workers' Compensation Act, O.S. Title 85, (the Act). Furthermore, the Workers' Compensation Act specifically authorizes the delegation by the Employer of the responsibilities contemplated by this Service Agreement. Notwithstanding the foregoing, the parties agree that the Employer has delegated only such duties and responsibilities as are specifically described on the attached Exhibit A, or on a Supplemental Exhibit A, as the case may be.

Section 3: All other duties and responsibilities of the Employer, as specifically required to be performed by the Employer according to the terms of said Act, or which may be delegated to the Employer, shall be and are required to be performed by the Employer. MAA shall not be required to advance its own funds to pay losses or allocated loss expenses, or to perform any services under this Agreement if Employer fails to provide adequate funds as set forth herein.

ARTICLE IV COMPENSATION

Section 1: The Employer hereby agrees to pay to MAA the compensation set forth in Exhibit B attached hereto and made a part hereof and as noted on any duly executed Supplemental Exhibit B. Furthermore, the parties agree that the terms of said compensation may be changed or modified from time to time as the parties may agree. In the event the parties agree to change or modify the terms of compensation to be paid to MAA, then in such event, the parties agree to attach a Supplemental Exhibit B to this Service Agreement showing the effective date of the change or modification with approval of the parties endorsed thereon.

Section 2: the Employer as provided in the attached Exhibit B, shall pay the administration fee and other compensation not later than the tenth day of the calendar month in which the fee is due.

Section 3: This Service Agreement provides for compensation to MAA for its services and does not include direct expenses incurred by MAA on behalf of the Employer.

ARTICLE V DURATION

Section 1: This Service Agreement shall commence on September, 1, 2013 and shall lapse at the conclusion of the Employers fiscal year ending June 30, 2014, unless mutually ratified to continue for the ensuing fiscal year.

If the Employer desires to renew this Agreement for an additional term, the Administration Fee will be negotiated prior to such renewal date.

ARTICLE VI **TERMINATION**

Section 1: This Service Agreement may be terminated at any time by either party, with or without cause, by written Notice of the parties hereto. Such notice shall be by 90 day written Notice of Intention to Terminate given to the other party. The parties agree that said Notice must be in writing and mailed to the last known address of the other party with sufficient postage attached, and deposited in the United States Mails. For the purpose of determining the 90 day period, the date of the mailing shall not be counted. If the 90th day falls on a Saturday, Sunday or legal holiday, then the next business day shall be determined to be the 90th day.

In the event that this Service Agreement is terminated, the fees for handling any open claims will be negotiated upon such termination.

Section 2: This Agreement may be terminated by MAA, at its option, on nonpayment by Employer of compensation for a period of twenty (20) days or more.

Section 3: This Agreement may be terminated by MAA upon the insolvency of the reserve funds required to be maintained by the Act, if any.

Section 4: This Agreement shall become null and void if Employer fails to secure renewal of its Own Risk Status as required by Oklahoma Court Rules governing Workers' Compensation.

ARTICLE VII **EFFECTS OF TERMINATION**

Section 1: Upon termination of this Agreement, MAA shall turn over to the Employer all records, memoranda, supplies, and other property belonging to the Employer. However, MAA shall have the right to retain the claims and documents in the claim system that it deems necessary to the protection of its interest. The information contained in the claim files will not be released to any third party without permission from the Employer.

Section 2: Notwithstanding the termination of this Agreement, any financial obligations or responsibilities of the Employer in regard to payment of claims or related direct expenses on behalf of claimants or payment of Mutual's invoices shall remain the obligations and responsibilities of the Employer until satisfied.

Section 3: Upon termination, however effected, Mutual shall, turn over to the employer all property belonging to the Employer, provided however, that Mutual shall have the right to retain the claims and documents in the claim system, which it deems necessary to the protection of its interest. In addition, upon request, Mutual shall provide to the Employer, in Mutual's standard format, such claim data as is then maintained in the Employer files by Mutual. As of the date of termination, all other duties of Mutual under this Agreement shall terminate, unless an extension of duties is negotiated.

ARTICLE VIII **NOTICE**

Section 1: Any notice by either party to the other shall be in writing and shall be given or deemed to have been given, if either delivered personally, or mailed, with postage prepaid thereon, via registered or certified mail addressed as follows:

If to MAA, to:
3121 Quail Springs Parkway
Oklahoma City, OK 73134
Attention: Todd Archer, President

If to City of McAlester, to:
P.O. Box 578
McAlester, OK 74502
Attention: Attn: Cora Middleton, City Clerk

ARTICLE IX
MAA DISCLAIMER AND NOTICE TO EMPLOYER

Section 1: The Employer acknowledges that it should consult with legal counsel regarding the aspects of the Program and its appropriateness for the Employer. MAA assumes no liability for the provisions contained in the Program Document. Periodically, MAA may provide the Employer with correspondence concerning the Program. Such correspondence is only informational and should not be considered legal advice for the maintenance of the Program. The Employer should consult legal counsel with respect to any revisions, changes or amendments to the Program.

Section 2: The Employer shall be responsible for covering all claims that exceed the account balance. MAA shall have no obligation to advise the Employer of any shortfall. Any notices sent by MAA to the Employer or Participants shall not create an obligation on behalf of MAA to send additional reminders or to collect such funds.

ARTICLE X
DAMAGES

Section 1: The parties agree that MAA is responsible to the Employer for clerical errors made by MAA employees during the processing of claims presented for payment to the Program. MAA agrees to reimburse the Employer for such clerical errors, i.e., duplicate payments, incorrect mathematical computations or payment to the incorrect entity. MAA shall have the right to seek reimbursement by whatever means necessary from any party that profited from such clerical error.

ARTICLE XI
SEVERABILITY

Section 1: If any part of this Agreement is at any time declared invalid by a court of competent jurisdiction, such part of the Agreement shall not affect the wording of any remaining portions, which remaining portions shall remain in effect and force as if the Agreement had been executed with the invalid portion eliminated.

ARTICLE XII
AMENDMENT

Section 1: This Agreement shall not be subject to any amendment, modification or alteration except as may be agreed to at any time in writing by the parties; provided, however, that if this Agreement or any portion shall be determined to be in violation of any statute, rule and/or regulation under state or federal law, the parties agree to amend this Agreement to conform to such statute, rule and/or regulation unless it is clearly unreasonable to do so, or such amendment would substantially change the terms of this Agreement to impose new and/or different obligations and rights on the parties.

ARTICLE XIII
UNAUTHORIZED PRACTICE OF LAW

Section 1: It is understood and agreed that MAA will not perform and Employer will not request performance of any services that may constitute the unauthorized practice of law.

ARTICLE XIV
BINDING ON SUCCESSORS

Section 1: The terms of this Agreement shall be binding on the heirs, devisees, legatees, personal representatives, successors, and assigns of the parties hereto.

ARTICLE XV
APPLICABLE LAW

Section 1: The law of the State of Oklahoma shall apply in the interpretation of the provisions of this Service Agreement.

Dated at Oklahoma City, Oklahoma the _____ day of _____, 2013.

Employer:
City of McAlester, Oklahoma

Mutual:
Mutual Assurance Administrators, Inc.

Steve Harrison, Mayor

Todd Archer, President

WORKERS COMPENSATION PROGRAM ADMINISTRATIVE SERVICES AGREEMENT

SERVICE AGREEMENT
EXHIBIT A
DUTIES AND RESPONSIBILITIES OF MAA COMPANY

MAA hereby agrees to perform the following services for the benefit of Employer, to wit:

1. Review, investigate and process, in a timely manner in compliance with the Workers' Compensation Act and the rules of the court, all job related injury, sickness or disease claims and loss reports made by Employer or its employees incurred by an employee in the course of employment by Employer during the term of this Agreement, and of death resulting at any time from any of the above reasons and process each such claim in accordance with the Workers' Compensation Act, Workers' Compensation Court rules and Employer's Personnel Policies.
2. Review Employer's on-the-job policies and procedures including collective bargaining Agreements, if requested, in the review process.
3. Disburse all funds necessary to pay expenses of administering claims and expenses of administering the Program with prior approval of the Employer. Prior approval will be obtained before assignment of outside vendors such as but not limited to Nurse Case Managers, Private Investigators, mediator or a field investigator.
4. Employ at the expense of the Program, **with prior approval of the Employer**, such accountants, actuaries, attorneys at law and other consultants and advisors as needed to help in administering the Program. Defense of any claims filed at the Oklahoma Workers' Compensation Court will be coordinated with the Employer. MAA will obtain prior approval of the Employer for any activity or cost outside of the standard filings required by the court, (i.e. deposition of the claimant or physician),.
5. Respond to questions from the Employer for information necessary to administer the Program.
6. Furnish Employer with an evaluation of any claim with the potential of denial and obtain approval of the Employer prior to formal denial of the claim.
7. Issue payment to such persons, in such manner, in such amounts and for such purposes as directed by the Employer and required by the Program.
8. Keep accurate and detailed accounts of all disbursements and expenditures and all receipts. These accounts and records shall be open to inspection and audit at all reasonable times by the Employer.
9. Prepare Form 1099 as required by the Federal government and submit to the Employer for approval, signature and filing.
10. Provide information to employees injured on-the-job regarding their rights and benefits under the Workers' Compensation Program, as Employer directs.
11. Provide an evaluation of any potential settlements to the Employer with recommendation for settlement. No claims will be settled without prior approval of the Employer.
12. Report all claims in which the costs have met the criteria for the Employer's excess Workers' Compensation insurance coverage and quarterly reporting for aggregate policies.
13. Provide various reports as requested by Employer at the frequency outlined in the proposal.
14. Provide Monthly check registers.
15. Provide Quarterly MITF Reports and reporting to the Workers' Compensation Court as requested.
16. Act as agent on behalf of the client to report per the MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting guidelines.

SERVICES NOT PROVIDED UNDER THIS AGREEMENT

1. Consulting services nor payment of consulting fees.
2. Legal services nor payment of legal fees.
3. Audit services nor payment of audit fees.
4. Actuarial services nor payment of actuarial fees.
5. Investment services nor payment of investment fees.
6. Employer's expenses.
7. Any representation made by an agent, broker, or any person not employed by MAA.
8. Any error or omission made by an agent, broker, or any other person not employed by MAA.
9. Any representation, act or determination made by the stop loss carrier, including claim, eligibility, payment decisions and Agreement provisions.

The above is not an exhaustive list of the services, which are excluded from this Agreement.

This Agreement may be modified, changed or canceled as may be agreed upon at any time in writing by the parties by attaching a subsequent written Exhibit or Agreement.

SERVICE AGREEMENT
EXHIBIT B
COMPENSATION OF MAA

Employer agrees to pay the following fees to MAA as compensation and reimbursement. Please note that the fees, as listed below, apply exclusively and only during the period that Employer is self-insured and this contract is in force. In the event that Employer decides to terminate this agreement, then the fees for MAA to handle any open files will be negotiated and such fees shall be billed monthly. All pricing is for the length of this Agreement. If for any reason the program ends or the administration of the program is moved, the handling of the files will be the responsibility of the client. A price to handle the claims to a conclusion will be provided at the end of the program, for an additional fee, at the client's request.

A.

Annual Administration (Billed monthly at \$941.68) \$11,300____
Annual fee covers claims up to 54 per contract period. Per claim fee listed below will be applied only to any claims received in excess of 54 claims.

Per Claim Charge

Information Only

\$No Charge

This is a claim submitted to create an archive of an incident for report only purposes. A file will be created but no investigation is required or requested.

Medical Only - (No more than 3 lost workdays)

\$100.00 per claim

A Medical Only claim is a claim where: (1) there is no compensable time lost, (2) indemnity benefits are not due or claimed regardless of modified work availability, (3) the claim has a paid value of \$3,500 or less.

Lost Time - (4 or more days away from work)

\$600.00 per claim

An Indemnity Claim is any claim that is not defined as a Medical Only claim. There is a maintenance fee of 50% of the initial Indemnity Claim fee on the one year anniversary date if the file is still open. The maintenance fee is a one time fee.

Legal - A legal claim is a claim that the injured worker has filed the necessary filings to result in a claim before the Workers' Compensation Court which requires representation by counsel. \$900.00 per claim

Catastrophic Claims

The following claims are excluded from this agreement pricing and will be handled for a negotiated fee.

All claims involving: (1) Five or more claims or potential claims which results from a single accident or (2) where suit is filed in Federal court which causes the Employer Liability portion of any excess policy to be exposed for a potential loss.

Subrogation

A fee of 15% of recovery plus expenses will be paid to MAA for all recovered amounts on claims.

B. All expenses directly chargeable to the operation and administration of the Program.

C. **Risk Management Services**

MAA will provide up to 40 hours of Risk Management/Loss Control at no charge to include Stewardship Reviews, training, safety reviews and risk management. Additional hours are negotiable. Outside vendor services are not included in this agreement.

D. **Reporting**

Standard reports are provided monthly at No Charge.

Customized Reports will be billed at \$100.00 per hour for development.

E. **Medical Bill Review Charges**

Bill review is outsourced to a company of the client's choice. MAA will work with the client to negotiate the best fee possible. This service allows the client to take advantage of the Oklahoma State Fee Schedule reductions and access an additional network discount below the fee schedule allowance. The cost to access the network is billed by the provider at a percentage of the saving. This will be negotiated with the bill review vendor. These charges are paid on the claim file as an expense item.

Allocated Loss Adjustment Expenses

Expenses for these services are not included in the fees stated above. These expenses are priced at the cost incurred and will be allocated to the appropriate claim file. The expenses may include but are not limited to the following: Costs related to management of the claim file for managed care, alternative dispute resolution or mediation of the claim file, documents or records, ISO reporting, transcriptions, interpreting fees, field investigations, Medicare set-aside, evaluations to allow settlement of a claim file, State filing fees, representation at hearings, legal fees and expenses, or use of third party contractors who provide adjustment services when necessary.

A 10 to 15 % discount is available below the Oklahoma Medical Fee Schedule through a PPO Discount at an additional charge of 20% to 25% of the savings below fee schedule.

This Agreement may be modified, changed or canceled as may be agreed to at any time in writing by the parties by attaching a subsequent written Exhibit or Agreement for or in connection with the following reasons:

1. Substantial changes in administrative procedure from those in force at the inception of this Agreement;
2. Substantial changes in administrative services required by law, including changes required by applicable law if such changes are required after the effective date of this Agreement; and
3. Substantial administrative changes due to changes in the Program.

Agreed to the ____ day of _____, 2013.

Employer:
City of McAlester

Mutual:
Mutual Assurance Administrators, Inc.

Steve Harrison, Mayor

Todd Archer, President

**Virginia Webb
1020 S. 9th St.
McAlester, Ok 74501**

BIO

Virginia Webb is the executive director of McAlester Main Street and is on staff at Cornelius' House, a Baptist church in McAlester. Prior to relocating to McAlester last year, Webb worked for the City of Liberal, Kansas as the Economic Development Assistant. Webb graduated from Kansas State University in 2010 with a Bachelor of Science in Public Relations.



Oklahoma Municipal Assurance Group

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

August 23, 2013

AUG 28 2013

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

Re: Member : City of McAlester
 Claimant : Cassie Tarver
 Date of Loss : 06/04/13
 Claim No. : 132458-TW

Dear Ms. Middleton:

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

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of McAlester or on 09-12-13. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 09-12-13 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

Tiara Wallace
Claims Examiner

Enclosure



Oklahoma Municipal Assurance Group

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

August 23, 2013

Ms. Casie Tarver
1307 S. 2nd St
McAlester, OK 74501

Re:	Member	:	City of McAlester
	Claimant	:	Casie Tarver
	Date of Loss	:	06-04-13
	Claim No.	:	132458-TW

Dear Ms. Tarver:

As the adjuster for the Oklahoma Municipal Assurance Group, the general liability insurer for the City of McAlester, I am recommending denial of this claim and find no liability on the City's part for this claim.

Sincerely,

Tiara Wallace
Claims Adjuster

cc: City of McAlester ✓



Oklahoma Municipal Assurance Group

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

June 25, 2013

Casie Tarver
1307 S. 2nd St.
McAlester, OK 74501

Re: Member	:	City of McAlester
Claimant	:	Casie Tarver
Date of Loss	:	June 4, 2013
Claim Number	:	132458-TW

Dear Ms. Tarver,

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

Sincerely,

Tiara Wallace
Claims Examiner

TW/as

cc: City of McAlester

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

JUN 14 2013

CLERK'S OFFICE

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) Casie L. Tarver

CLAIMANT(S) SOCIAL SECURITY NO. _____

ADDRESS 911 E Briar Ave

CLAIMANT(S) DATE OF BIRTH _____

PHONE: HOME() _____

BUS. _____

Continue on another sheet if needed

- DATE AND TIME OF INCIDENT 6-4-13 11 a.m. (9) p.m. for any information requested)
- LOCATION OF INCIDENT 7th + Ashland at stop sign North McAlester
- DESCRIBE INCIDENT I hit a pothole with my car, I was unable to see it because it was after dark. The pothole was filled with mud + water and it did damage to my car. I have pictures of the pothole and damage to my car and Penon Nissan has pictures from when they did the estimate.
- LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES: _____

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

Describe injury _____

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

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY. \$ _____

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

VEHICLE NAME Nissan BODY TYPE Maxima YEAR 2012

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 2,477.57

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL PROPERTY \$ 2,477.57

5. NAME OF YOUR INSURANCE CO. State Farm

POLICY NO. 0687203-E24

AMOUNT CLAIMED _____

AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

Bryant Tarver

911 E Briar Ave

Name

Address

Phone Number

Clay Tarver

911 E Briar Ave

Name

Address

Phone Number

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

TOTAL CLAIM \$ 2,477.57

Casie Tarver

SIGNATURE(S)

6/13/13

DATE

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

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

This Notice of Tort Claim was received by Cora Middleton
(Title) City Clerk, on June 14, 20 13

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

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

Completed claim form, copy of Title (Vehicle), Copy of claimant's insurance verification card, 2 estimator for repair and statement from Shawn Smith.

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

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.			
2.			
3.			
4.			

Submitted by: Cora Middleton Date June 24, 20 13

Title: City Clerk

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

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

FENTON MOTORS
Service Quote

STQ-O

Name: CASIE TARVER
Address: 911 E BRIER
MCALESTER, OK 74501

Quote Date: 15:58 05JUN2013
Make: NISSAN
Model: MAXIMA
Year: 12
Odometer: 11135
VEHID: CC867276
VIN: 1N4AA5AP8CC867276

Contact:
Home Phone:
Customer #: 143876
E-mail:
Service Advisor: RAGAN, BRYAN (4206)

Line	OpCode	Operation Description	Price
A	100	DAMAGE DUE FROM POT HOLE Est: Misc 2477.57	2477.57
B	100	INNER AND OUTER TIE ROD END ON LEFT SIDE, ALIGNMENT, ENGINE UNDER COVER AND FENDER COVER TIRE AND RIM AND PAINT FRONT BUMPER	0.00

Labor:	0.00
Parts:	0.00
Misc:	2477.57
Lube:	0.00
Sublet:	0.00
Subtotal:	2477.57
Tax:	0.00
Total:	2477.57

Thank you for making Brad Fenton Motors your
one stop service center. We appreciate the
opportunity to earn your business.
918-423-0964 or toll free 800-375-2723
Don't forget to "Buckle Up"!

Date: 6/14/2013 05:28 PM
 Estimate ID: 13203
 Estimate Version: 0
 Preliminary
 Profile ID: MCCULLAR

McCullar Motor Sports

900 N MAIN, McAlester, OK 74501
 (918) 429-0887
 Fax: (918) 429-0895
 Tax ID: 943423396

Damage Assessed By: Keith McCullar

Deductible: UNKNOWN
 route vir N

Insured: casie tarver
 Telephone: Home Phone:

Mitchell Service: 911072

Description: 2012 Nissan Maxima 3.5 S

Body Style: 4D Sed

VIN: 1N4AA5AP8CC867276

OEM/ALT: O

Drive Train: 3.5L Inj 6 Cyl A FWD

Search Code: None

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 REAR WINDOW DEFOGGER, CRUISE CONTROL, TILT STEERING COLUMN, POWER PASSENGER SEAT
 TELESCOPIC STEERING COLUMN, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
 ALUM/ALLOY WHEELS, AUXILIARY INPUT, LEATHER STEERING WHEEL, FRONT AIR DAM
 TINTED GLASS, AUTO AIR CONDITION, TRIP COMPUTER, VARIABLE ASSISTED STEERING
 SIDE AIRBAGS, ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR
 SIDE HEAD CURTAIN AIRBAGS, AM/FM STEREO CD CHANGER/MP3 PLAYER
 ELECTRONIC STABILITY CONTROL, FRONT BUCKET SEATS, INTERIOR AIR FILTER
 KEYLESS ENTRY SYSTEM, POWER DISC BRAKES, POWER LIFTGATE/TRUNK
 REAR WINDOW DIVERSITY ANTENNA, STEERING WHEEL AUDIO CONTROLS
 SUNROOF/MOONROOF (POWER)

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	101610	REF	REFINISH	Frt Bumper Cover			C 2.8 #
2	101612	BDY	OVERHAUL	Frt Bumper Cover Assy			2.7 #
<u>Wheel</u>							
3	102492	BDY	REMOVE/REPLACE	Alloy Wheel	40300-9DA1C	780.17	0.3
<u>Engine Under Cover</u>							
4	100478	BDY	REMOVE/REPLACE	Engine Under Cover	75890-JA00E	39.58	0.5
5	100479	BDY	REMOVE/REPLACE	Frt Engine Clip 3@1.63	01553-09241	4.89	
<u>FRAME</u>							
6	931105	MCH	ALIGN	FOUR WHEEL ALIGNMENT	Existing		2.5*
<u>MANUAL ENTRIES</u>							
7	900500	MCH*	REMOVE/REPLACE	goodyear eagle rs 245/45r18	New	309.65 *	0.3*
<u>ADDITIONAL OPERATIONS</u>							
8		REF	ADD'L OPR	Clear Coat			1.1
<u>Additional Costs & Materials</u>							
9			ADD'L COST	Paint/Materials		128.70 *	
10			ADD'L COST	Hazardous Waste Disposal		5.00 *	

ESTIMATE RECALL NUMBER: 06/14/2013 17:19:59 13203

Mitchell Data Version: OEM: MAY_13_V

Copyright (C) 1994 - 2013 Mitchell International
 All Rights Reserved

Software Version: 7.1.138

Page 1 of 2

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Estimate Totals

												Amount
I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount					
Body	3.5	45.00	0.00	0.00	157.50	Taxable Parts	1,134.29					
Refinish	3.9	45.00	0.00	0.00	175.50	Sales Tax @ 9.000%	102.09					
Mechanical	2.8	75.00	0.00	0.00	210.00	Total Replacement Parts Amount	1,236.38					
Non-Taxable Labor					543.00							
Labor Summary	10.2				543.00							
III. Additional Costs					Amount	IV. Adjustments	Amount					
Taxable Costs					128.70	Customer Responsibility	0.00					
Sales Tax	@	9.000%			11.58							
Non-Taxable Costs					5.00							
Total Additional Costs					145.28							
Paint Material Method: Rates												
Init Rate = 33.00 , Init Max Hours = 99.9, Addl Rate = 0.00												

This is a preliminary estimate.

Additional changes to the estimate may be required for the actual repair.

FILED
JUN 21 2013
CITY CLERK'S OFFICE

City of McAlester
Safety Office

Reference: Alleged Property Damage Due To Pothole

Cora Middleton, City Clerk, notified me that an individual had completed and returned a Tort Claim concerning alleged property damages to a private vehicle. The reporting party claimed their vehicle tire was damaged when driving over a pothole located near 7th and Ashland.

There are currently three potholes located near 7th and Ashland on Ashland Street. The first pothole is located in front of 705 E Ashland. This pothole is approximately two to three inches deep. I photographed the pothole.

The second area of potholes is located on Ashland Street near 7th Street. This area of the street is covered in water. This area of the street is secured with safety barrels and safety tape. The potholes in this area are approximately three to five inches deep. I photographed this area of the street.

A third pothole was found in front of 704 E Ashland. This pothole is approximately four inches deep. I also photographed this pothole.

The photographs are attached with this report.

June 5, 2013 Tommy Hill contacted David Laughlin, Traffic Control, concerning the area of potholes near 7th and Ashland. Laughlin secured this area of the street with safety barrels and safety tape on the same date.

Shawn Smith
Safety/Risk Management

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

City of McAlester

Fax

To: OMAG Claims Dept.

From: Cora Middleton, City Clerk

Fax: 405-657-1401

Pages: 9

Phone: 405-657-1400

Date: 06/24/2013

Re: Auto damage claim

CC:

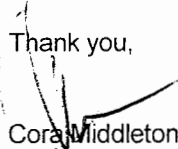
☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Claims Department;

Please find following a claim for damages to an auto owned by Casie Tarver. This incident allegedly occurred on June 4, 2013, at the corner of 7th Street and Ashland, in the City of McAlester.

Shawn Smith the City of McAlester's Safety/Risk Mgmt. Officer has already submitted information to Mary Ellis concerning this incident.

Thank you,


Cora Middleton, CMC
City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2013
Department: City Attorney
Prepared By: William J. Ervin, City Atty
Date Prepared: September 2, 2013

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

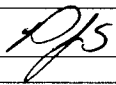
Consider and act to adopt an ordinance of the City of McAlester, Oklahoma adding certain adjacent and/or contiguous territory to the corporate limits of the City, and providing for zoning of said territory.

Recommendation

The property owners of a majority of the acres to be annexed have consented in writing to the annexation. All notice and the public hearing required by law has been completed. Further, adoption of the ordinance will bring the Steven Taylor Industrial Park and the new Indian Nations Turnpike travel plaza/convenience center into the corporate limits of the City. It is staffs recommendation that the Ordinance be adopted.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	WJE	09/02/2013
City Manager	P. Stasiak 	09/02/2013

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, ADDING TO SAID CITY OF MCALESTER, OKLAHOMA, TERRITORY ADJACENT AND/OR CONTIGUOUS TO THE CITY LIMITS AND PROVIDING FOR ZONING OF SAID TERRITORY.

WHEREAS, the City Council of the City of McAlester, Oklahoma, in its discretion, has determined that it is in the best interests of the City of McAlester, that certain territory adjacent and/or contiguous to the City Limits should be added to the City because it would rebound to the benefit of the City; and

WHEREAS, the additional territory to be added is adjacent to or abutting on property already within the City limits:

WHEREAS, the property owners of a majority of the acres to be annexed have consented in writing to said annexation.

WHEREAS, all notice of the proposed annexation and the public hearing, required by law, has been completed.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA THAT:

SECTION1: The City limits of the City of McAlester shall constitute and include within the limits of said City the following described property, to wit:

Tract 1:

A tract of land in Sections 9 and 10, Township 5 North, Range 14 East, Pittsburg County, State of Oklahoma, more particularly described as follows:

Beginning at the NE corner of said Section 9, thence southerly along the East line of Section 9 to the point of intersection with the north right-of-way line of capital drive in Steven W. Taylor Industrial Park, also the south right-of-way line of the A-OK Railroad; thence N79°00'47"E along the north right-of-way line of Capital Drive to the point of intersection with the north line of the NW1/4 of Section 10, Township 5 North, Range 14 East; thence N89°40'41"E along the north line of the NW1/4 of Section 10, a distance of 675.75 Feet to the NE corner of Steven W. Taylor Industrial Park; thence S00°08'03"E along the east line of Steven W. Taylor Industrial Park a distance of 5232.38 feet to the SE corner of Steven W. Taylor Industrial Park; thence S89°19'17"W along the south line of Section 10 a distance of 2310.48 feet to the SW corner of Section 10; thence S89°53'03"W along the south line of Section 9 a distance of 2972.35 feet to the SW corner of Steven W. Taylor Industrial Park; thence N00°29'54"E a distance of 2619.31 feet to a point on the east and west ¼ line of said Section 9; thence N00°05'43"E to the point of intersection with the west right-of-way line of the Indian nation Turnpike; thence N23°02'35"W along the west right-of-way line of the Indian Nation Turnpike a distance of 289.00 feet to a point on the north line of said Section 9; thence east along the north line of Section 9 a distance of 434.37 feet to the north ¼ corner of Section 9; thence S89°48'28"E along the north line of Section 9 a distance of 2618.40 feet to the point of beginning.

Tract 2:

A tract of land in Section 4, Township 5 North, Range 14 East, Pittsburg County, State of Oklahoma, more particularly described as follows:

The west 10.00 feet of the East ½ of said Section 4.

A tract of land in Section 14, Township 5 North, Range 14 East, Pittsburg County, State of Oklahoma, more particularly described as follows:

The south 10.00 feet of said Section 14.

A tract of land in Section 15, Township 5 North, Range 14 East, Pittsburg County, State of Oklahoma, more particularly described as follows:

The South 10.00 feet of said Section 15 between the east right-of-way line of the Indian Nation Turnpike and the SE Corner of Section 15.

Tract 3:

A tract of land in Lots 14, 15, 16 and 17 all in Townsite Addition Number 2, to Pittsburg County, State of Oklahoma more particularly described as follows: Commencing at the Southeast corner of Lot 15, thence N 01°17'10" W, along the east line of Lot 15 a distance of 190.00 feet to the POINT OF BEGINNING; thence N 01°17'10" W a distance of 30.00 feet thence S 88°39'54" W along the north line of Westridge Subdivision, a distance of 660.34 feet; thence N 01°17'04" W along the west line of Lot 15, a distance of 440.00 feet; thence N 01°17'04" W along the west line of Lot 14 a distance of 175.61 feet to the point of curvature of a non-tangent curve, concave to the north, having a radius of 1949.86 feet a central angle of 08°57'23", and a chord of 304.48 feet bearing S 76°53'07" E; thence East along the Southerly Right of Way of U.S. Highway No. 270 and said curve a distance of 304.80 feet; thence S 81°21'49" E along the Southerly Right of Way of U.S. Highway No. 270, a distance of 514.83 feet; thence S 59°57'40" E along the southerly Right of Way of U.S. Highway No. 270, a distance of 124.40 feet to the point of curvature of a non-tangent curve, concave to the north, having a radius of 7292.00 feet a central angle of 01°32'31" and a chord of 196.24 feet bearing N 72°32'44" W thence East along the southerly Right of Way of U.S. Highway No. 270 and said curve a distance of 196.24 feet; thence S 87°25'21" E along the southerly Right of Way of U.S. Highway No. 270, a distance of 168.49 feet; thence S 18°56'27" W along the westerly Right of Way of U.S. Highway 31, a distance of 114.34 feet; thence S 01°30'05" E along the westerly Right of Way of U.S. Highway 31, a distance of 137.78 feet to the point of curvature of a tangent curve, concave to the west, having a radius of 550.00 feet and a central angle of 03°38'11"; thence South along the westerly Right of Way of U.S. Highway 31 and said curve, a distance of 34.91 feet, curving to the right; thence S 15°22'09" E along the westerly Right of Way of U.S. Highway No. 31, a distance of 103.17 feet to the point of curvature of a non-tangent curve, concave to the west, having a radius of 590.00 feet a central angle of 12°12'37", and a chord of 125.50 feet bearing S 17°39'51" W; thence South along the westerly Right of Way of U.S. Highway No. 31 and said curve, a distance of 125.74 feet; thence N 65°48'03" W along the northerly line of Westridge Subdivision, a distance of 292.10 feet; thence N 57°46'57" W, a distance of 34.02 feet; thence N 33°52'51" W, a distance of 15.34 feet; thence S 88°39'54" W along the north line of Westridge Subdivision, a distance of 245.98 feet to the POINT OF BEGINNING ; said described tract containing 14.25 Acres, more or less.

Tract 4:

A tract of land described as beginning at a point of the North line of Section 16, T5N, R14E, 1.M.; 455.68 feet West of the NE/Corner of said Section; Thence S 24°17'40" E, a distance of 30.29 feet to a point; Thence along a curve to the right, having a radius of 10,942.95 feet (with a chord bearing of S 15°10'10" E and a chord length of 3,470.86 feet), for an arc length of 3,485.58 feet to a point; Thence S 6°2'40" E, a distance of 1,796.11 feet to a point; Thence S 88°53'41" W, a distance of 351.30 feet to a point; Thence N 6°2'40" W, a distance of 572.89 feet to a point; Thence N 28°31'55" W, a distance of 1,943.91 feet to a point; Thence N 2°45'6" W, a distance of 1,914.75 feet to a point; Thence N 7°40'6" E, a distance of 554.94 feet to a point; Thence along a curve to the left, having a radius of 10,542.95 feet (with a chord bearing of N 23°35'18" W and a chord length of 259.91 feet), for an arc length of 259.91 feet to a point; Thence N 24°17'40" W, a distance of 199.89 feet to a point; Thence N 88°41'0" E, a distance of 434.47 feet to the point of beginning; Containing 3,719,328.86 square feet or 85.38 acres more or less.

SECTION 2: All of "Tract 1" annexed above shall bear the zoning I-2 (Heavy Industrial District);

All of "Tract 2" annexed above shall bear the zoning A-1 (Agricultural District);

All of "Tract 3" annexed above shall bear the zoning C-1 (Office District);

All of "Tract 4" annexed above shall bear the zoning C-5 (Highway Commercial and Commercial Recreation District);

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

Cora Middleton, City Clerk

Approved as to form legality this ____ day of September, 2013.

William J. Ervin, Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2013
Department: City Clerk
Prepared By: Cora Middleton, City Clerk
Date Prepared: September 3, 2013

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: 3

Subject

Citizen request to address the Council regarding Hutchison Park.

Recommendation

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial
CM

Date
09/03/13
09/03/13

IMPORTANT MESSAGE

FOR Cora

DATE 9-3-13 TIME 9:03 A.M.
P.M.

M Charlotte McPherson

OF _____

PHONE/CELL 918-429-6303

TELEPHONED		PLEASE CALL	<input checked="" type="checkbox"/>
CAME TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		RUSH	
RETURNED YOUR CALL		SPECIAL ATTENTION	

MESSAGE _____

Wants to be placed
on Agenda for next
City Council Meeting

SIGNED Shanna

SEP 03 2013

Ask that reconsideration be given the
Citizens of 5th ward regarding the
proposed ~~High Valley~~ ^{Local Baptist}. It is across
the street from ~~a church~~ and a block or two
from ~~Alma Doyle School~~. It will be in
a neighborhood with inadequate parking

Charlotte A. McPherson

SEP 03 2013

To W Lon St May Council

My hope for our city had been running high until the Tuesday evening Council meeting when the citizens of Ward 5 were the recipients of a slap in the face. The Council can use such work as under utilized, repurpose and tourism all day long; however, the simple truth in my opinion is to salvage a dwindling traffic flow on North Main Street.

Until the Parks Department removed the fence at Hutchinson Park it was regularly used for ball games, practice and family play. In visiting with my neighbors, one of the youngest ask if they could have their fence back so they could play ball.

There is not a more important purpose for a city park than a place where our children and grand children can run and play. The Council is certainly sending a mixed message regarding our families when city and state government media, reporting on a regular basis, tell our children to turn off the television, the computer and put down the electronics and go outside and play. How many practice and play areas have been lost in the last few years? Where are families to turn.

Everyone understands it takes dollars to support the excellent services we have become accustomed to. Tourism is important but at what cost to our neighborhood.

The Choctaw Nation is gracious in their efforts to reach out to our community as a whole and they benefit McAlester on a daily basis. One thing I believe, (I know is true) is that they honor and respect their elders and family above all else. It is my hope that our neighborhood and the citizens of 5th ward be given consideration in this matter.

Respectfully,

Charlette Le McPherson



McAlester City Council

AGENDA REPORT

Meeting Date:	September 10, 2013	Item Number:	3
Department:	City Manager	Sent for Legal Review:	6/03/13
Prepared By:	Peter J. Stasiak, CM	Account Code:	
Date Prepared:	September 3, 2013	Budgeted Amount:	
		Exhibits:	6

Subject

Tabled from Previous Meeting. 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.

Recommendation

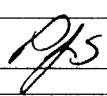
Motion to approve Option and Lease Agreement with New Cingular Wireless PCS, LLC.

Discussion

Attachments:

- 1) Option and Lease Agreement.
 - 2) News Paper Publication - Published in the McAlester News Capital on August 11, 2013.
 - 3) Sent 35 Certified Letters, Received 29, Returned Letters 3, Non-Returned 3
 - 4) Legal Description
 - 5) 300' Radius Map
 - 6) Pictures (2) 50x50 Compound and Monopole
- No Objections received to-date.
 - Lease Reviewed by City Attorney.

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak 	09/03/13

Market: AR/OK
Cell Site Number: TU0486
Cell Site Name: South Ave.
Fixed Asset Number: 12716265

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by **City of McAlester**, a _____, having a mailing address of _____ ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 1313 E. South Ave. McAlester, OK 74501, in the County of Pittsburg, State of Oklahoma (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 2,500 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.
- (b) Tenant grants to Landlord, a reserved area to locate approved equipment on the tower between the 60'- 80' height level. Tenant grants to Landlord a reserved 6' x 6' ground space area for ground level equipment.
- (c) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.
- (d) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Hundred and No/100 Dollars (\$500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the

Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional Five Hundred and No/100 Dollars (\$500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

- (e) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.
- (f) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.
- (g) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property,**") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure

that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be ten (10) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. RENT.

(a) Rent will commence on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"). Tenant will pay Landlord a lump sum of One Hundred Thirty-Two Thousand Dollars (\$132,000) within 90 days of Rent Commencement Date, which will represent rent payment for the first 10 years of the Agreement. This payment will be sent to the address set forth above. Beginning in the first Extension Term, Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance One Thousand, One Hundred Dollars (\$1100.00) (the "**Rent**").

(b) In year one (1) of each subsequent Extension Term, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks

coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per

week pedestrian and vehicular access (“**Access**”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant’s damages until Landlord cures such default. Landlord and Tenant agree that Tenant’s damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant’s operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant’s reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #TU0486; Cell Site Name: South Ave (OK)
Fixed Asset No.: 12716265
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #TU0486; Cell Site Name: South Ave (OK)
Fixed Asset No.: 12716265
15 East Midland Ave.
Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of McAlester
28 E Washington
McAlester OK 74502

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or

Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #TU0486; Cell Site Name: South Ave (OK)
Fixed Asset No.: 12716265
5405 Windward Parkway
Alpharetta, GA 30004

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from

selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean

"including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Option and Lease Agreement dated _____, 20__, by and between City of McAlester, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A portion of :
Lot 15½, Townsite Addition #4

The Premises are described and/or depicted as follows:



****Not to scale**

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

City of McAlester

DATE_____

Pete Stasiak
City Manager
28 E. Washington
McAlester, OK , 74502

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

*Reagon Hicks
Branch Communications
1516 S Boston, Suite 215
Tulsa OK 74119*

Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1255 Cingular Way, Suite 1300
Alpharetta GA 30004

Re: Cell Site #TU0486; Cell Site Name: South Ave
Fixed Asset #12716265
State: Oklahoma
County: Pittsburg

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2013, by and between **City of McAlester**, a _____, having a mailing address of 28 E. Washington, McAlester OK 74502 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the _____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

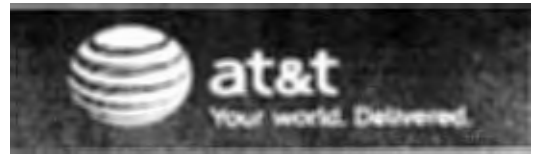
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____



PAYMENT DIRECTION FORM



NEW



CHANGE

SITE NAME:
SITE ADDRESS:
LESSOR NAME:* City of McAlester
PAYEE NAME:**
PAYMENT ADDRESS:
TAX PAYER ID:
LESSOR PHONE / FAX NUMBER:
LESSOR/PAYEE VENDOR ID NUMBER: N/A (if existing vendor)
PREVIOUS MANAGEMENT COMPANY: N/A (if applicable)
LESSOR/PAYEE PAYMENT SHARE:*** 100 %

* Lessor Name should be exactly as stated in Lease/License

** For cases of different payee name and management company handling payments and taxes see acknowledgement below

*** Percentage of rent payment to be paid to Lessor/Payee named herein

I hereby authorize ATT Mobility LLC and/or its subsidiaries to make all rent payments and other payments relating to the site named above to the Lessor/Payee and Payment Address listed above (subject to the Lessor/Payee Payment Share listed above). I further acknowledge and agree that the Lessor Payment Share listed above is correct.

Payment remitted to Persons other than landlord. By checking this box and initialing I do acknowledge I have contracted with a management company that will handle the payments **and** tax implications of this lease agreement _____

This authorization shall remain in effect until I have cancelled it in writing in as much time as to afford you a reasonable time to act upon it.

LESSOR AUTHORIZED SIGNATURE

TITLE

DATE

(PRINT LEGIBLY)

LESSOR AUTHORIZED SIGNATURE

TITLE

DATE

(PRINT LEGIBLY)

Return To:

ANY CHANGES NEEDED????
PLEASE FAX BACK TO 918-426-3081
THANK YOU.
MCALESTER NEWS CAPITAL

(Published in The
McAlester News
Capital on August
11, 2013.)

**NOTICE OF
PUBLIC HEARING**

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, September 10, 2013 at 6:00 p.m. concerning a request from New Cingular Wireless PCS, LLC to lease City property located at 1313 South Strong Road. The purpose of the lease is to construct a communication facility which includes installing a 160' monopole antenna on a portion of the following described property:

**Tract 1 Lot
15 1/2, Townsite
Addition #4**

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.

Dated this 7th day
of August, 2013.
s/Cora Middleton
City Clerk

25 85

City of McAlester

Planning and Community Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



August 2, 2013

RE: Cell Tower

Dear Property Owner:

The City of McAlester has received a request from New Cingular Wireless PCS, LLC to lease City property located at 1313 South Strong Road. The purpose of the lease is to construct a communication facility which includes installing a 160' monopole antenna on a portion of the following described property:

Tract 1 (see attached legal description, pictures and map) - Lot 15 ½, Townsite Addition #4

A Public Hearing will be held on Tuesday, September 10, 2013 at 6:00 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington. At which time you may submit your views on the matter in person or by representative; or you may write to the City of McAlester prior to meeting time (written response should be received by September 4, 2013.)

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Hearing.

Sincerely,

Peter Stasiak
City Manager
City of McAlester

Attachment: Legal Description
Proposed Cell Tower Site – 300' Radius Map
News Paper Publication Notice
Pictures of site and monopole

cc: Steve Harrison, Mayor
John Titsworth, Ward 2 Councilman

Peter Stasiak - City Manager
(918) 423-9300 Ext. 4964

Jennifer Santino - Codes Enforcement Officer
(918) 423-9300 ext. 4986

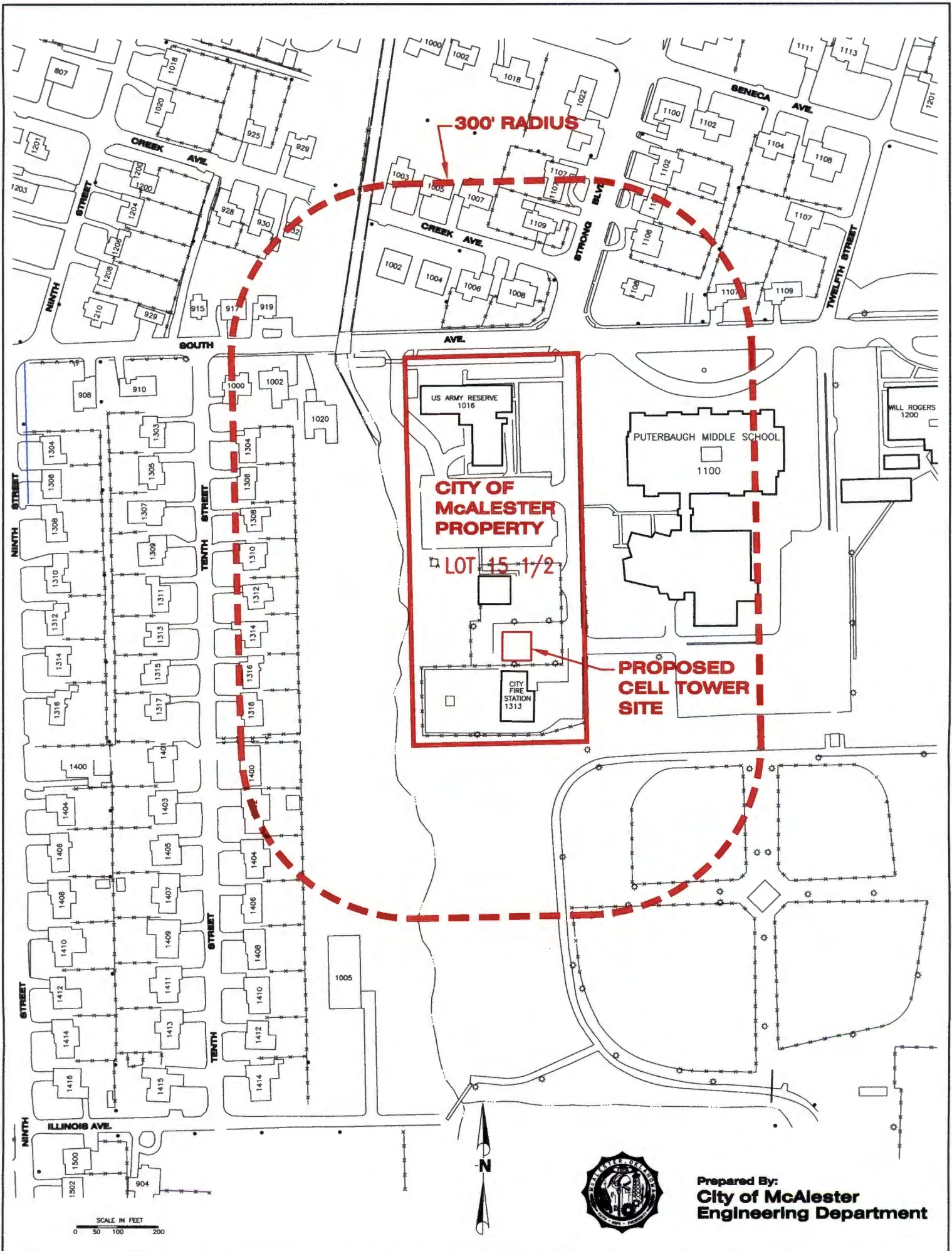
Charley Gilbertson - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

George Estrada - Building Inspector
(918) 423-9300 ext. 4985

Legal Description:

1313 Strong Rd.

Lot 15 ½, Townsite Addition #4



300' RADIUS

CITY OF
McALESTER
PROPERTY

LOT 15 1/2

CITY
FIRE
STATION
1313

PROPOSED
CELL TOWER
SITE



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



S Strong Blvd

50' X 50' compound
with a 160' monopole
~20' access easement

©2013 Google

Example:
Single Pole
No Guy Wires





McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2013
Department: Finance
Prepared By: Toni Ervin
Date Prepared: September 3, 2013

Item Number: 4
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

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.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

Department Head

Initial
T. Ervin

Date
9/3/2013

City Manager

P. Stasiak

A handwritten signature in black ink, appearing to be "P. Stasiak".

9/3/2013

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
41	40999		Fund Balance	-	125,000	125,000
			Total		125,000	

[illegible]

*** Does not include appropriated fund balance.

Explanation of Budget Amendment:

Appropriate Funds for new playground equipment at Chaddick Park.

City Clerk

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
30	40999		Fund Balance		34,600	34,600
			Total		34,600	

[illegible]

*** Does not include appropriated fund balance.

City Clerk

ORDINANCE NO. ____

**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.**

WHEREAS, the City Council heretofore adopted Ordinance No. 2467 setting forth the Budget for Fiscal Year 2013-2014 beginning July 1, 2013 and ending June 30, 2014; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2013-2014 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2013-2014 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-2, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2013-2014 Budget.

SECTION 2: All portions of the existing FY 2013-2014 Budget, Ordinance No. 2467 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ 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.

William J. Ervin, City Attorney

CITY OF McALESTER, OKLAHOMA

ECONOMIC DEVELOPMENT WEBSITE DESIGN AND DEVELOPMENT

Liaison

DESIGN GROUP

**REQUEST FOR PROPOSAL RESPONSE
JULY 25, 2013**

Liaison Design Group

18 855 9200 f 919.855.9300 f

www.liaisondesigngroup.com

4922b windy hill drive raleigh, nc 27609

July 26, 2013

Mr. Carl Gullick
McAlester Economic Development
PO Box 578
McAlester, OK 74502

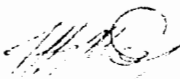
Mr. Gullick:

Thank you very much for the opportunity to discuss how Liaison Design Group can assist the City of McAlester in the design and development of a new economic development website. Within this document you will find more detail about our team, the benefits of our solution, a proposed scope of services and corresponding budget, and examples of our work. However, before you get too far into the details, please allow me to offer a few reasons why I believe we're a great fit for this project.

- First, we're a small business that is dedicated to customer satisfaction. Unlike most firms that require an up-front deposit, we don't send an invoice until the successful conclusion of a project. This is a great way to ensure we deliver on our promises.
- Second, we've got a great team that brings together custom design and a powerful technology platform. You'll never see out of the box templates from us.
- Third, we know economic development. In addition to my having spent almost 10 years as an economic development professional, members of our team have worked with more than a dozen economic and community development groups on their marketing needs.
- Fourth, we propose placing your new site on the HiFi content management system (www.gethifi.com), which will allow you to have control over virtually every aspect of your site. We believe you will find it to be incredibly intuitive and easy to use.

If any questions arise as you review this document, please don't hesitate to let me know. We're excited about this opportunity and are confident we can give you an excellent new website.

Sincerely,



Jeff Denny
Principal
Liaison Design Group

SECTION ONE: OUR APPROACH

WEBSITE

We are proposing to create the City of McAlester Economic Development website through a team approach. Liaison Design Group will focus on planning, design and project management, and New Media Campaigns (NMC) will be responsible for the development, content management system and hosting. This is the same approach we've taken with more than two-dozen economic development organizations, towns, counties and corporations. By bringing together the design expertise of Liaison Design Group with the tech-savvy team at New Media Campaigns we are able to offer the very best in web design and development services at a fraction of the cost of many of our larger competitors.

Initial Planning

In order to keep costs down, we are proposing to handle meetings and various communications through telephone calls and email. However, if you would prefer, we will be happy to come to McAlester and only charge for the required costs associated with travel. Our first step will be to have a kickoff meeting at which we will discuss overall strategy for the website. Additionally, we will take the time to learn likes and dislikes from a design perspective and can look at other economic development websites to discuss current best practices. The most tangible result of this meeting will be a well-defined site map that lists all of the main pages and the sub-pages that should fall beneath them.

Design Process

Based on the information gathered in our initial meeting, and guided by an approved site map, we will begin the design process. At this stage, our design team will perform the research required to better understand your organization's needs and the image you want to portray. This will allow us to create multiple home page design options for your review. Items that will be considered during this process include "required elements" of the home page and the hierarchy of those elements. Understanding the importance of each item allows us to give each element a proper size and location so that users can easily skim the site to quickly find what they're looking for.

Once we have presented our initial homepage designs, there will be time for you to review the designs and provide feedback. Based on that feedback, we will modify as needed and then proceed with the design of complementary interior pages. Just like with the homepage, we will consider what elements need to be included on the interior pages and assign them a position of relative importance. We will layout as many pages as required to develop a template for all pages and content styles to follow.

Development

Once we have an approved design in place, all files will be sent to NMC for development. Within a matter of a couple of weeks, your design will begin to take shape on a test server, to which you will have 24/7 access. It is during this time that final tweaks are made to ensure the site is properly coded, content is added to the site, and then tested across various browsers.

NMC uses modern web standards in all of its work and adheres to W3C recommendations regarding markup and accessibility. The markup ensures the website loads fast and uses minimal bandwidth. Depending on the project requirements, NMC writes XHTML 1.0 Transitional, XHTML 1.0 Strict, or HTML 5 markup; The stylesheets are also written in CSS 2.1 + 3 that degrade gracefully in older web browsers like Internet Explorer 7 and 8. Websites are also optimized for other major browsers including Safari, Internet Explorer 9, Firefox, Opera and Chrome. NMC's web publishing platform, HiFi, is written in PHP and uses a MySQL database. Flash is only used for embedded video. Otherwise, Javascript and the jQuery Javascript framework are used to provide interactivity.

Responsive Design

You've no doubt seen and heard a lot about mobile-friendly websites and economic development apps. While we do have experience with these, we're more excited about the new trend of responsive websites. This simply means the website adjusts to various devices to ensure it takes advantage of the space it is given and remains easy to view. So on a massive 27" monitor, you'll see a nice, wide and open website—while on a smart phone, the site adjusts to the smaller size and becomes more compact, maintaining its important features and retaining its legibility.

Building and Site Search Function

Having worked with so many economic development organizations we've begun to create our own building and site search tool powered by the HiFi CMS. For those communities that can't, or don't want to piggyback on another larger system, we offer the ability to have an attractive, easy to use and easy to update tool that's tied into Google maps.

Functions, Capabilities and Management

HiFi Content Management System:

With the HiFi Content Management System, your team can update all areas of the site without any HTML knowledge. This system allows the staff to maintain a completely dynamic site, which gives full control over every aspect of the organization's online presence, even for inexperienced Internet users. Some noteworthy components of the CMS include:

Edit all pages with a WYSIWYG dashboard:

The CMS features a WYSIWYG (What You See Is What You Get) dashboard, which allows for easy control of content with no HTML knowledge. If you can use Microsoft Word, you will be able to create and update any content on your site. Every page can be categorized and all content changes made are saved as a version and can be rolled back if necessary.

Complete Control of Content Organization:

The content on the website is organized into a site tree, giving your team the ability to add pages, forms, media galleries, and blogs anywhere on the site. New content created through the CMS will smartly remain within the interior page template and you can rearrange any content by simply dragging and dropping it.

Custom Forms:

As visitors traffic the website, you may want to capture information about them and keep in touch with them about new initiatives. The CMS gives you the ability to build and place custom forms throughout the site that allow visitors, business owners, real estate consultants and others to enter their data. Staff will be notified by email when someone completes a form. And the content automatically dump into the site's backend database, which can then be easily exported into Excel.

Built In Search Engine Optimization:

In addition to automatically creating Search Engine Optimized URL's that increase the likelihood of high Google rankings for your site, you can also edit these URLs as you see fit. The system allows users to easily control other SEO elements, such as meta descriptions and titles. The website will be coded using the latest speed optimization technologies, which will help keep the site in good standing with search engines.

Blogs and RSS Feeds:

Blogs and other news feeds are great ways to create a conversation with visitors. Blogs and news feeds can easily be created, maintained, and updated as frequently as necessary by multiple staff members through the CMS.

Unlimited Multimedia:

The CMS will allow you to easily upload new multimedia to the site, including videos, images, audio files, etc. The system has an easy file importer, which makes it a simple process to add any multimedia ranging from high definition videos to a PDF. The File Uploader will also allow the organization to keep a repository of files stored in the backend, making it easy to lace files throughout the site and for visitors to download the materials.

Privacy Controls, Permissions, and Moderation:

The CMS provides the ability for control over who has the ability to view and edit all areas of the site. Permissions can be broken down by individual users or organized by groups. The CMS also allows the administrator to set content so it is visible only to other administrators so the content can be looked over before it is made available to the public.

See more about the CMS at gethifi.com/features

Powerful Analytics

We will equip the site with Google Analytics, which will allow you to view:

- Site visitors
- Visitor trends
- Page views
- Entrance paths
- Top pages
- Bounce Rates
- Exit paths
- Total site and page length of stay
- Geographic data

Full Site Search

A full site search will be clearly evident on every page of the site. Users will be able to search for any term on the website and pages with content that includes those search terms will show in the search results listing. Additionally, Google Analytics can be set up so that the staff will be able to log in and see what terms visitors have searched for. This will help your organization determine if there are commonly searched terms about which new content should be created.

Compatibility and Accessibility

As mentioned earlier in this section, NMC uses modern web standards in all of its work and adheres to W3C recommendations regarding markup and accessibility.

Site Ownership and Portability

We understand the importance that organizations place on owning their design, content, and executable code. Our contract plainly states that the client owns these aspects of the project. Should you ever decide to leave our services or need to take down the site, we will deliver all of the design files and a zip of the site's static HTML that could be published to another server or executed on another CMS.

Content Management System Training

The best part about our CMS training is that it takes about an hour. We're always happy to take as long as our client's want, but it almost never exceeds 60 minutes. It's just a simple system that's non-threatening and intuitive. Add to that the step-by-step documentation for virtually every need, and you've got a system that people love to use. You can learn more about the CMS at www.gethifi.com

SECTION TWO: OUR TEAM

The lead firm for this project will be Liaison Design Group. We will partner with New Media Campaigns for the site development and content management system. To date, Liaison Design Group and New Media Campaigns have created more than two-dozen websites, many of them for economic development organizations and communities.

Liaison Design Group

Liaison Design Group is a graphic design and marketing communications firm based in Raleigh, NC. The firm's leadership team has considerable experience in the area of economic development and community marketing. We offer services that range from the strategic (identifying new target industries to pursue) to the tactical (designing industry specific brochures and microsites) and pretty much everything in between.

Liaison Design Group has been in business since 2000 and has a proven track record of exceeding expectations. Our goal is simple: provide our clients the best results-oriented design and communications services available—and back it up with prompt, courteous service. We get the job done... on time, on budget, and on target.

To view a more complete portfolio of work, visit www.liaisondesigngroup.com

Principal Bios

Seamus Duerr is the firm's managing principal and creative director, and will serve as the primary designer for this project. Seamus is driven to create strong brands and dynamic marketing materials that clearly and effectively communicate with the intended target market. Prior to joining Liaison Design Group in 2000, Seamus was a graphic designer at the Greater Raleigh Chamber of Commerce and mapping director at Media Ventures in Norwalk, CT. Seamus has close to 20 years of industry experience and is a graduate of Loyola College in Maryland with a degree in communications/advertising.

Jeff Denny is a principal in the firm and will be your account manager. Jeff joined Liaison Design Group after a nine-year career in local economic development, where he became intimately familiar with target marketing and the value of a strong brand. Because of his experience in the nonprofit sector, Jeff understands the importance of accountability, managing slim budgets, and making sure that all marketing activities are efficient and effective. During his economic development career, Jeff obtained the Certified Economic Developer (CEcD) designation from the International Economic Development Council. Jeff graduated from Appalachian State University with a BS in Geography and a concentration in Geographic Information Systems (GIS).

New Media Campaigns

New Media Campaigns (NMC) has been in business since 2006, during which time they have launched more than 400 websites for political campaigns, communities, corporations and non-profit organizations. Their focus is on the Internet, allowing clients to keep ahead of the curve when it comes to new online strategies and technologies. NMC is a firm believer in standards-based coding. Once your organization is completely satisfied with the design and NMC begins the coding process, NMC will be very careful to make sure to meet web standards, and that the website is optimized for all major browsers. NMC's adherence to standards-based coding allows visitors on a variety of machines and browsers to have an optimal experience when visiting the site. Also, this coding will make the site more search engine friendly.

For more information visit their website at www.newmediacampaigns.com.

Principal Bios

Joel Sutherland, an Omaha, NE native has been the President of NMC since 2006. Under his leadership the company has gone from a small startup to an award-winning full service web design, development and marketing firm that has launched over 400 websites. He served as lead developer on NMC's current content management system, which powers millions of visits each year. Joel's innovative techniques in JavaScript, jQuery, and CSS have been featured around the world in some of the most popular web design and development online publications.

Joel is an Honors graduate from the University of North Carolina at Chapel Hill, where he majored in Computer Science and was a Morehead Scholar.

Clay Schossow, a Cleveland, OH native was one of the original founders of New Media Campaigns and has directed client relations and business development efforts since 2006. In these roles, Clay has helped NMC grow to an award-winning company with over 400 clients from around the world. Clay also leads NMC's Agency Partnership program, helping advertising agencies across the country leverage new media for their clients. Clay has been directly responsible for the online marketing, SEO, and social media efforts for organizations of all sizes around the world.

Prior to NMC, Clay worked with political campaigns in Ohio, helping candidates leverage new media to spread their message. Clay is a graduate from the University of North Carolina at Chapel Hill, where he majored in Advertising and Political Science.

SECTION THREE: SCOPE OF WORK/BUDGET

WEBSITE

Strategy/Planning/Project Management

- Facilitate kickoff meeting to discuss:
 - Goals and objectives
 - Design likes and dislikes
 - Best practices in economic development website design
- Preparation of a site map for review by website team
- Overall project management and coordination between you, LDG and NMC

Fee: \$1,000

Copywriting

- Community Research to enable accurate and effective content creation
- Refine existing content where appropriate

Fee: \$2,000

Design

- Based on planning sessions and research, design multiple homepage options
- Photo Identification and acquisition¹
- Submit multiple homepage concepts for review
- Revise as needed to create a final/approved homepage design
- With a chosen design in place, create options for interior pages
- Layout several page styles to accommodate various content
- Submit interior pages for review, revise as needed
- Design a series of maps to highlight community's location
- Incorporate a building and site search tool
- With approved designs in place, begin the development process

Fee: \$5,500

Development

- Develop site using standards-based XHTML and CSS
- Build the site on the HiFi CMS
- Populate site content as specified
- Develop the building and site search tool as specified by Liaison Design Group

- Include site search function
- Blog/News with comments
- Integrate social media tools and Google Analytics
- Develop the site with responsive technology to adjust to various screen sizes
- The site will be optimized based on industry best practices
- Test the site across all major browsers to ensure consistent viewing
- Provide training and documentation on the content management system

Fee: \$7,500

Hosting

Websites that are hosted with NMC are placed on a dedicated server with daily offsite backup, RAID, security provisions, 24/7 server support, and more. Furthermore, all sites hosted on our server are guaranteed unlimited CMS support with their hosting and licensing fee. During the last year, NMC has had 99.9% server uptime.

Total Website Project Cost: \$16,000 plus a \$49/month hosting/licensing/service agreement fee²

¹We understand that the majority of photography will come from the City of McAlester and its partners. If there are any photos that need to be purchased, those acquisition costs are above and beyond the fee discussed in this proposal.

²\$49 per month for hosting, CMS licensing + tech support is the non-profit rate. There is no contract to sign. We typically bill in six-month increments to keep paperwork to a minimum.

SECTION FOUR: OUR WORK

Please take a few minutes to review a few relevant examples of recent projects. For more information, and to view our online portfolio, please visit www.liaisondesigngroup.com

project: website design and development
 client: Raleigh Economic Development
 url: www.raleigh4u.com



Outpacing the Competition

During the last 30 years, growth in Raleigh, and the surrounding Research Triangle Region, has consistently and significantly outpaced the nation. Fueled by an impressive mix of education, ingenuity and collaboration, North Carolina's capital city has become an internationally recognized leader in life science and technology innovation. It also happens to be a really nice place to live.

The Buzz

#3 Best U.S. City to Raise a Family
 (Raleigh, NC) 04/7 Wall St. Journal January 2012
 #1 Best City to Live in America
 (Raleigh, NC) BusinessWeek.com
 September 2011

See more findings >>

Our Coordinates

Our central east coast location offers lots of benefits.

See More Benefits >>

Our Talent

The best and brightest are choosing Raleigh.

Find out why >>

Our Industries

Raleigh is leading the smartest growth.

Learn more >>

Latest News

Sample Post 2 >>
 May 23, 2012

Sample News Post >>
 May 23, 2012

Read more news >>

@Raleigh4U

RT: Raleigh Economic Development



Living

No matter how great a place is to do business, it will never really prosper unless it's a nice place to live too. That's good news for Raleigh, which is frequently rated as a top place to buy a home, meet a spouse, raise a family, retire, go to school, ride your bike... you get the picture, right?

You see, it's not just the weather, or the schools, or the economy, or the nice people, or shopping or health care it's everything. It's a case of the total (The City of Raleigh being greater than the sum of its parts. And if you don't believe us, just come visit. One trip and you'll begin to understand why Raleigh is one of the fastest growing cities in the nation. Oh, and was ranked as the #1 Best City in the nation by Forbes.com

Sample Video

See what's going on in the Region. Learn about the area. Discover the best of the area. See what's going on in the Region. Learn about the area. Discover the best of the area.

See More Videos >>



Living:

Sports & Recreation

Arts & Culture

Medical Services

Education

Housing

Climate

Cost of Living

What They're Saying

Maps



Latest Industry News

Sample Post 2
 May 23, 2012

Sample News Post
 May 23, 2012



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2013
Department: Public Works / Airport
Prepared By: John C. Modzelewski, P.E.,
CFM
Date Prepared: September 3, 2013

Item Number: 5
Account Code:
Budgeted Amount:
Exhibits: 1

Subject

Tabled from Previous Meeting. 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.

Recommendation

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

Discussion

Attachment: Lease Agreement No. DTFACN-13-L-00151.

On August 22, 2013, the Airport Manager and the Public Works Director met with a representative of the FAA to discuss the option of moving the FAA communications system to a building near the current FAA building. It was determined that it would be feasible to move the communications system but it would take some time. This proposed lease would allow the FAA to schedule the necessary move of the communications system

Approved By

	Initial	Date
Department Head	JCM	09/03/13
City Manager	P. Stasiak	09/03/13

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

**DTFACN-13-L-00151
Telco Room, Rm 113
MLC - McAlester, Oklahoma**

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

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

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

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

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

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

3. TERM (1/01) - To have and to hold, for the term commencing on July 1, 2013, and continuing through June 30, 2015, inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

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

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

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

Pg. 1

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

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

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

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

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

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

11. GENERAL CLAUSES:

- a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.
- b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.
- c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

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

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

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

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

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

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

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

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

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

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

-DEFAULT BY LESSOR (10/96)

-COMPLIANCE WITH APPLICABLE LAWS (10/96)

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

- OFFICIALS NOT TO BENEFIT (10/96)
- COVENANT AGAINST CONTINGENT FEES (8/02)
- ANTI-KICKBACK (10/96)
- EXAMINATION OF RECORDS (10/96)
- SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)
- LESSOR'S SUCCESSOR (10/96)
- CENTRAL CONTRACTOR REGISTRATION-REAL PROPERTY (10/06)
- PAYMENT BY ELECTRONIC FUND TRANSFER (10/06)
- NO WAIVER
- ASSIGNMENT OF CLAIMS

IN WITNESS WHEREOF, the parties hereto have signed their names: (10/96)

8a. NAME AND TITLE OF LESSOR/OWNER <i>(Type or Print)</i>	8b. SIGNATURE OF OWNER	8c. DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i>	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE

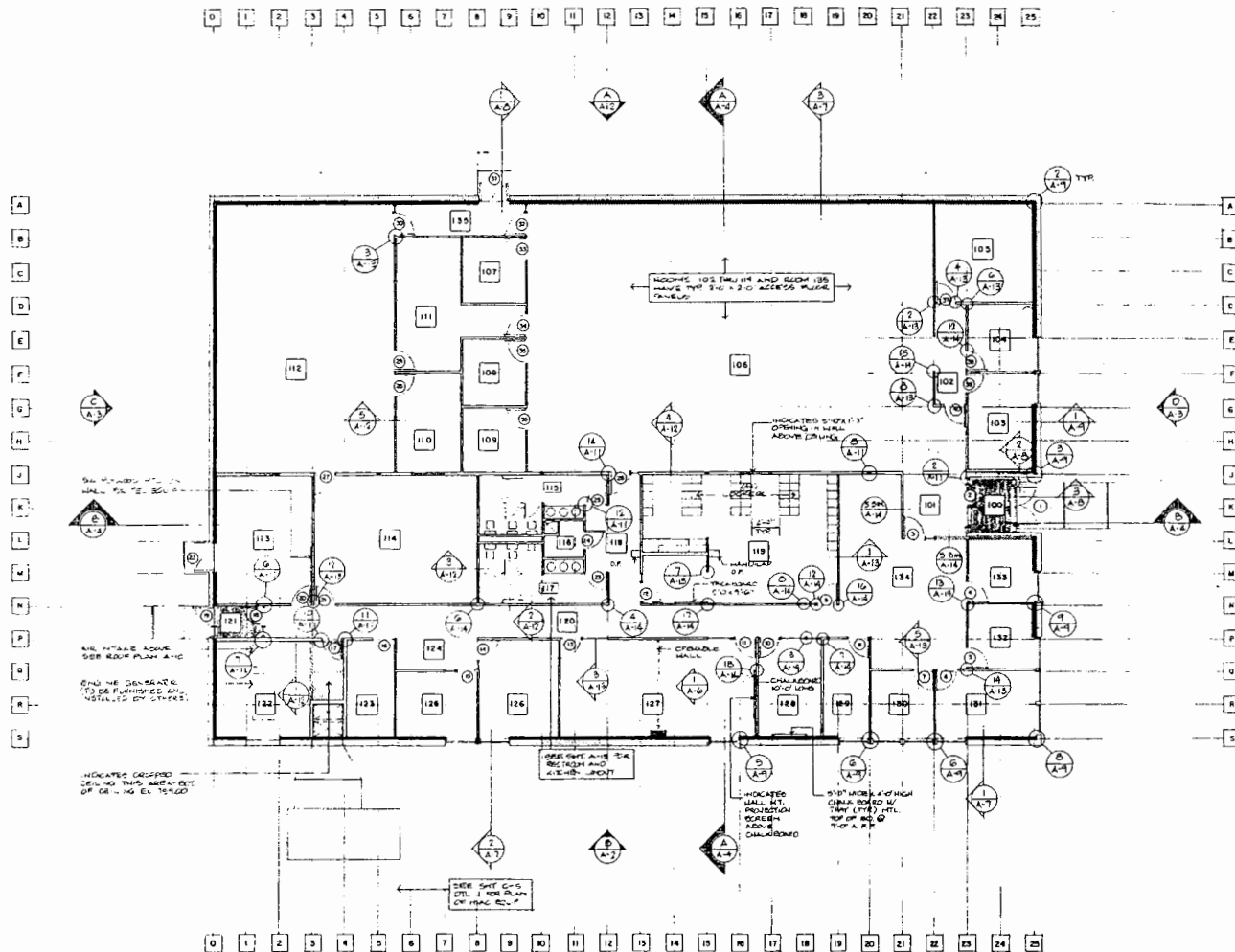
MUNICIPAL CERTIFICATE

I, _____, certify that I am the _____ of the
(Name) (Title)
_____ named in the foregoing agreement; that
_____ who signed said agreement on behalf of said Public
authority and was then _____ of that Public Authority and said
agreement was duly signed for and in behalf of said _____ by
authority of its governing body, and is within the scope of its powers.

(Signature)

(Authority Seal)

2.6.2 Antenna and Rack Space Template

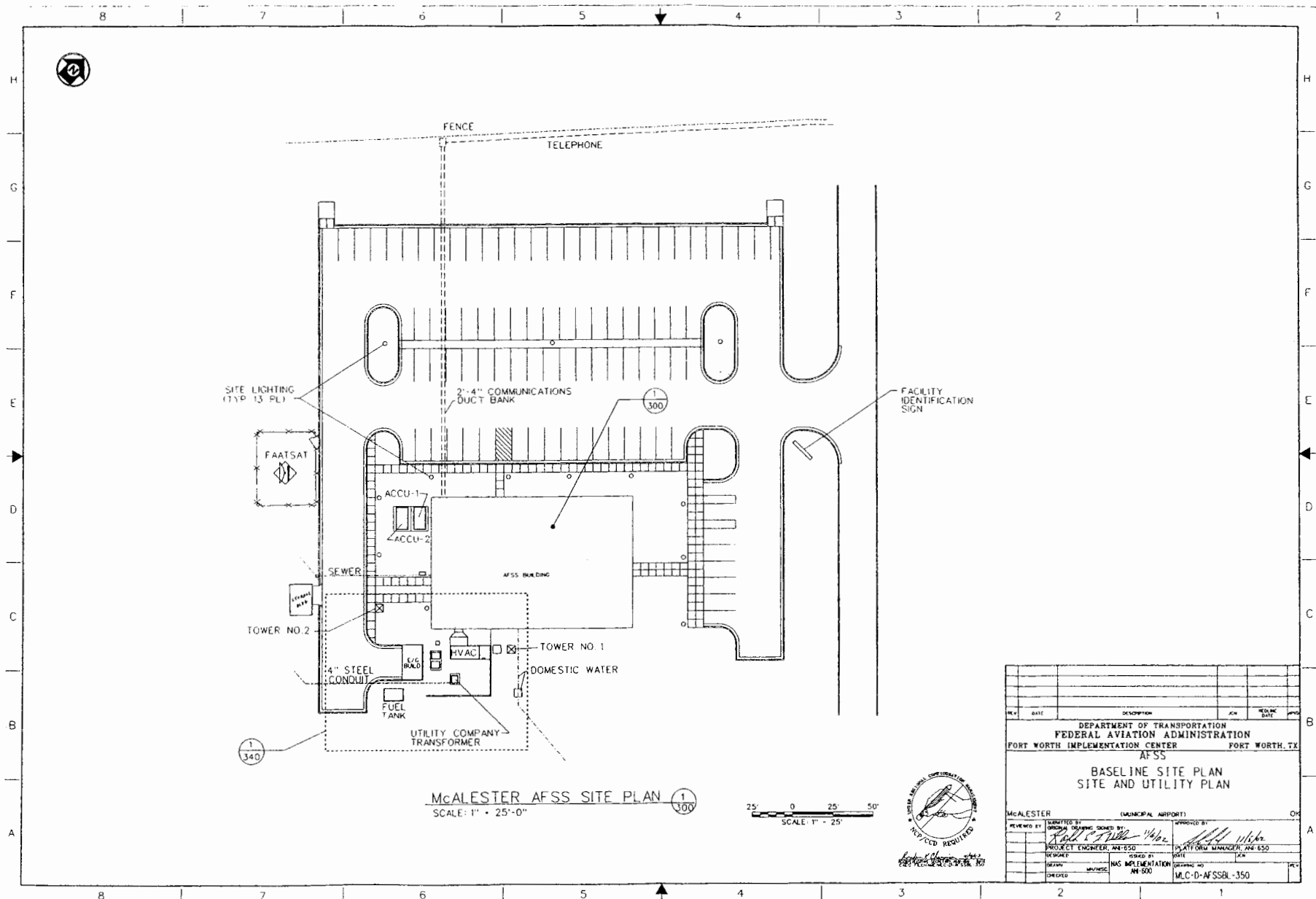


1. WALLS NOT DIMENSIONED ARE CENTERED ON MODULE GRID LINES OR HALF-MODULE GRID LINES, UNLESS OTHERWISE NOTED
2. FIN. SLAB ELEV. 754.0' UNLESS NOTED OTHERWISE
3. FIN. ACCESS FLOOR EL. 754.00 ON MYPIN. SLAB BELOW EL. 749.83 DIM. 100, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, UNLESS OTHERWISE NOTED
4. WALLS TO BTM. OF MET. DECK AS FOLLOWS:
 - (A) RM. 100-WEST, NORTH, & EAST WALL
 - (B) RM. 115-NORTH, SOUTH & WEST WALL. NOTE RETURN AIR OPENINGS
 - (C) RM. 117-NORTH, SOUTH, & EAST WALL. NOTE RETURN AIR OPENING
 - (D) RM. 123-EAST & SOUTH WALL
 - (E) RM. 127-NORTHWEST WALL
 - (F) WALL ON GRID "J". NOTE RETURN AIR OPENINGS ABOVE CEILING RM 110-115, 110-116, 108-119.
 - (G) RM. 116-SOUTH WALL
 - (H) RM. 112-SOUTH WALL
 - (I) RM. 101-NORTH & WEST WALL
5. SOUND TRANSMISSION REDUCTION-PENETRATION THROUGH THE FOLLOWING WALLS SHALL BE MINIMUM AND HAVE AT LEAST:
 - A. RM. 115 - NORTH WALL FROM ACCESS FLOOR TO METAL DECK
 - B. RM. 117 - NORTH WALL FROM ACCESS FLOOR TO METAL DECK
 - C. RM. 119 - NORTH WALL FROM ACCESS FLOOR TO METAL DECK
 - D. RM. 122 - EAST AND SOUTH WALL FLOOR TO METAL DECK

CONFORMS TO CONSTRUCTION RECORDS
BY REB DATE 2-9-64

DATE		DESCRIPTION	CHECK	APPROVED
POE & ASSOCIATES & DUDLEY & ASSOCIATES				
CITY OF MCALISTER, OKLAHOMA				
AUTOMATED FLIGHT SERVICE STATION BUILDING (10,000 SQ. FT.)				
FLOOR PLAN				
SUBMITTED		APPROVED		
RECEIVED		ISSUED BY		
DRAWN BY		AIRWAY FACILITIES		
CHECKED BY		DIVISION		
DATE 1-13-64		DRAWING NO. A-1		

EXHIBIT "A"





U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

2601 Meacham Blvd.
Fort Worth, Texas 76137

JUL 02 2013

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

Dear Mr. Modzelewski:

Subject: Expired Lease No. DTFASW-06-L-00074
Succeeding Lease No. DTFACN-13-L-00151
Equipment Space
McAlester Regional Airport
McAlester, Oklahoma

The Federal Aviation Administration's (FAA) Lease No. DTFASW-06-L-00074 providing the FAA with space for Navigational Aid Equipment, located at McAlester Regional Airport, McAlester, Oklahoma, expired on September 30, 2010, and is operating under the provision of Article 20, Holdover.

The required space for essential equipment has been reduced to Room 113/Telco Room in the former Automated Flight Service Station. This equipment must continue to be in operation and occupy the 280 square feet of space until there is a suitable alternative space for relocation. As you requested, the FAA continues to explore options to relocate the subject equipment by evaluating possible locations and associated cost.

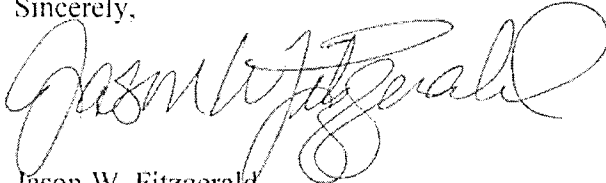
In the interim, FAA proposes to enter into a lease for a period not to exceed two years to allow time for a long-term solution to be approved and implemented. The new lease incorporates rental compensation of \$3,800.00 per annum and includes utilities. There will be transfer of utility services to the City of McAlester, as building owner, to be pro-rated to tenants. The FAA cannot continue to be responsible to pay for monthly utility charges for the entire building when occupying only 3% of the building space.

The FAA is accountable to the American public and must be a responsible steward of taxpayer appropriations. The FAA owns, operates, and maintains the navigation aid equipment in support of the McAlester Regional Airport and flying public. As such, and in accordance with the FAA's procurement policy, the rental consideration for the space must be justifiable and deemed reasonable if held to public scrutiny. Therefore, the proposed rental consideration is fair and reasonable in light of the current market value.

Enclosed are two copies of Lease No. DTFACN-13-L-00151 with standard provisions and rental compensation. Please have an authorized official sign and date the lease document, complete the Municipal Certificate, and return all documents to the FAA in the enclosed self-addressed envelope. When received, a fully executed copy will be return for your records.

If you have any questions, please contact me via email at jason.fitzgerald@faa.gov or by phone at 817-222-4361.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason W. Fitzgerald". The signature is fluid and cursive, with the first name "Jason" and last name "Fitzgerald" clearly distinguishable.

Jason W. Fitzgerald
Real Estate Contracting Officer

2 Enclosures



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2013
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: 09/03/13

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

Subject

Discussion of the possibility of leasing City owned Ball Fields to the Boys & Girls Club for a term of 25 years.

Recommendation

Discussion

Attachment:

- 1) Google Map of Site.

Approved By

Department Head
City Manager

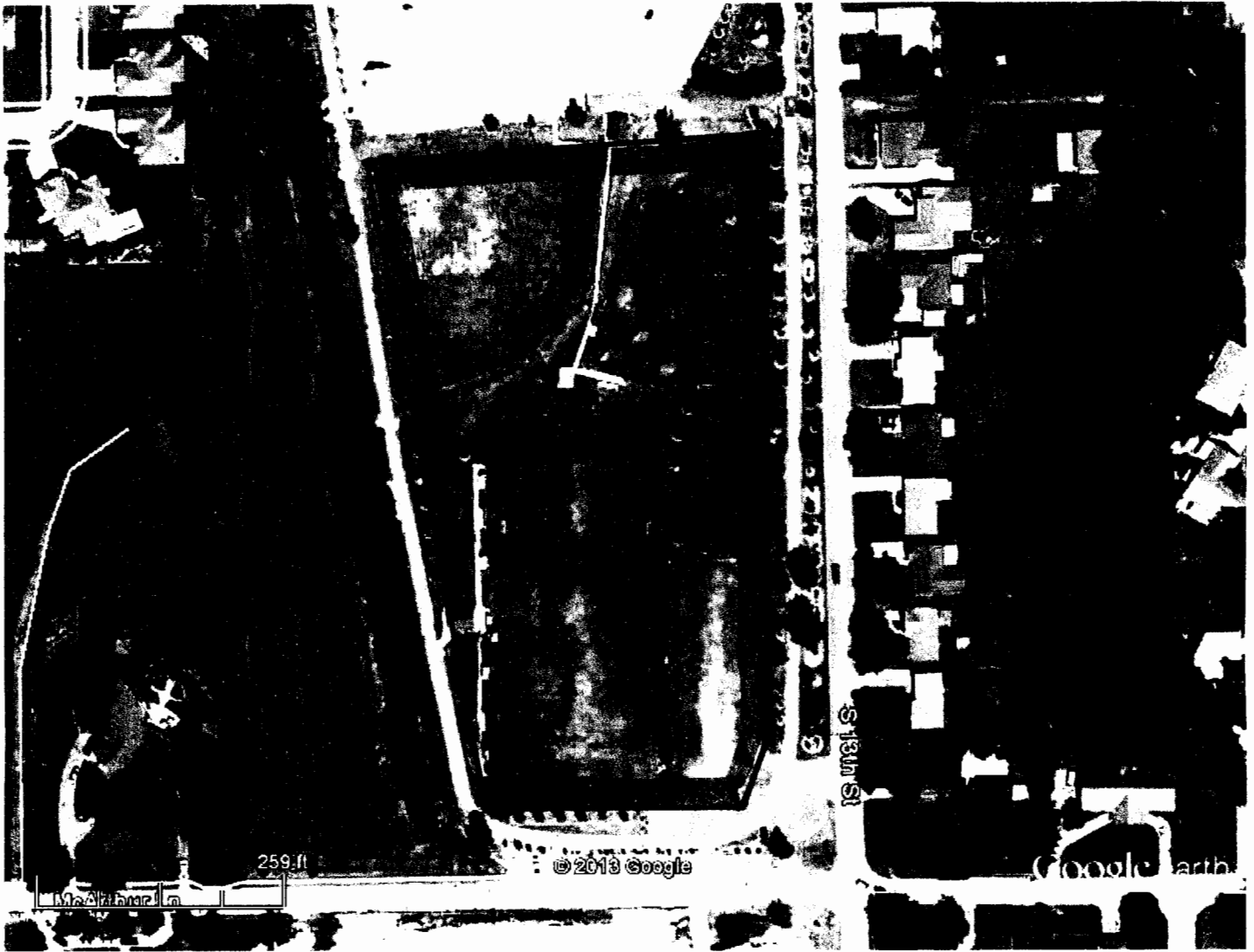
P. Stasiak

Initial

PJS

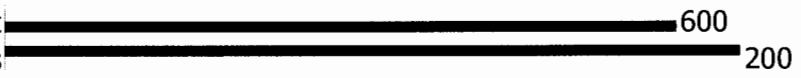
Date

09/03/13



Google earth

feet
meters



Council Chambers
Municipal Building
August 27, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, August 27, 2013, at 6:00 P.M. after proper notice and agenda was posted August 26, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin, Sam Mason
& Steve Harrison
Absent: Robert Karr
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 August 13, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 20, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$554.45.
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 5, 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)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 9, 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 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 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
August 27, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, August 27, 2013, at 6:00 P.M. after proper notice and agenda was posted August 26, 2013.

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

Absent: Robert Karr

Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the August 13, 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 August 20, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$85,476.66.
- Confirm action taken on City Council Agenda Item 3, declaring a 1999 International 4900 Trash Truck with extra rear hopper of property as surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 4 an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 5, 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)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 8, approval of Change Order No. 1, for an extension of twenty-one days to the existing contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary