



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, June 28, 2011 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle Mayor
Weldon Smith Ward One
Steve Harrison Ward Two
John Browne..... Vice-Mayor, Ward Three
Robert Karr Ward Four
Buddy Garvin Ward Five
Sam Mason 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 Glenn Meyer, Trinity Lutheran Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the May 24, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 26, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the June 7, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for June 15, 2011 through June 28, 2011. *(Gayla Duke, Chief Financial Officer)*
- E. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 30527-ME. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, to authorize Mayor to sign the Kiamichi Area Nutrition Project, Inc. Contract for July 1, 2011 and ending on June 30, 2012. *(Gayla Duke, Chief Financial Officer)*
- G. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, CM)*
- H. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and MPower Economic Development Corporation. *(Peter J. Stasiak, CM)*
- I. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Pittsburg County Emergency Management. *(Peter J. Stasiak, CM)*
- J. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Oklahomans for Independent Living. *(Peter J. Stasiak, CM)*
- K. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-In-McAlester. *(Peter J. Stasiak, CM)*

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 TO CLOSE THE FOLLOWING PLATTED STREET(S) AND ALLEY(S): NINTH STREET FROM THE NORTH SIDE OF VACATED ELECTRIC AVENUE TO THE SOUTH SIDE OF CRISLER AVENUE; MORRIS AVENUE FROM THE EAST SIDE OF PLUM STREET TO THE WEST SIDE OF TENTH; ALLEY IN BLOCK 29, MCALESTER ADDITION; ALLEY IN BLOCK 28, MCALESTER ADDITION; ALLEY IN BLOCK 34, MCALESTER ADDITION; ALLEY IN BLOCK 35, MCALESTER ADDITION.
- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider, act upon and Ratify closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve, act upon, and ratify closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35 and authorizing the Mayor to sign the attached Ordinance.

2. Discussion, and possible action, on approval of the acceptance of a 2012 International 4400 Crew Cab Truck from Homeland Security, and the relinquishment of the current 2006 Ford F-550 we now have in our possession. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the acceptance of a 2012 International 4400 Crew Cab Truck from Homeland Security, and relinquish the 2006 Ford F-550 we now have in our possession.

3. Consider and act upon, a Resolution of the City of McAlester to allow reconsideration of prior action. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon a Resolution for the City of McAlester to allow reconsideration of prior action and authorizing the Mayor to sign the attached Resolution.

4. Consider, and act upon, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011. *(Gayla Duke, CFO)*

Executive Summary

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

- 5. Discussion and possible action regarding a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor. *(Vice-Mayor John Browne)*

Executive Summary

Staff recommends that the Council evaluate proposed Resolution creating an Economic Development District in the City of McAlester and providing for a Temporary Sales Tax Rebate Program for businesses in the District.

- 6. Discussion and review of the proposed changes to the Allied Waste Contract. *(Peter J. Stasiak, City Manager)*

Executive Summary

To review the proposed changes to the Allied Waste Contract.

- 7. A. Consider and act upon, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*
- B. Consider and act upon, approval of special claims list attached hereto for pay-off of capital leases. *(Gayla Duke, CFO)*

Executive Summary

Motion to approve the budget amendment ordinance and special claims list.

- 8. Consider and act upon, amending Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. *(Peter J. Stasiak, City Manager)*

Executive Summary

A motion to act upon and approve amending Administrative Policy # 46 establishing the Landfill hours of operation for the public, limiting the length of trailers for access to the facility, and securing loads.

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

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 24, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the June 14, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending June 28, 2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Pittsburg County Emergency Management. *(Peter J. Stasiak, CM)*
- Confirm action taken on City Council Agenda Item 3, a Resolution of the City of McAlester to allow reconsideration of prior action. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 5, regarding a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor. *(Vice-Mayor John Browne)*
- Confirm action taken on City Council Agenda Item 7A, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the May 24, 2011 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the June 14, 2011 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending June 28, 2011. *(Gayla Duke, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item E, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 30527-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign a contract between the City of McAlester and MPower Economic Development Corporation. *(Peter J. Stasiak, CM)*
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Pittsburg County Emergency Management. *(Peter J. Stasiak, CM)*
- Confirm action taken on City Council Agenda Item 1, closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 3, a Resolution of the City of McAlester to allow reconsideration of prior action. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 5, regarding a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor. *(Vice-Mayor John Browne)*
- Confirm action taken on City Council Agenda Item 7A, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda 8, act upon amending Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. *(Peter J. Stasiak, City Manager)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 26, 2011, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*

- Approval of the Minutes from the May 24, 2011, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of June 2011. *(Gayla Duke, Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2011 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

Council Chambers
Municipal Building
May 24, 2011

The McAlester City Council met in Regular session on Tuesday, May 24, 2011, at 6:00 P.M. after proper notice and agenda was posted, May 19, 2011, at 4:30 P.M.

Call to Order

Mayor Priddle called the meeting to order.

Pastor Bob Tate, First Indian Baptist Church lead the Pledge of Allegiance and gave the invocation.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Sam Mason & Kevin Priddle

Absent: None

Presiding: Kevin E. Priddle, Mayor

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

Award Presentation

Mayor Priddle presented Karla Taylor, Deputy Court Clerk as April 2011 Employee of the Month. Ms. Taylor received a plaque, certificate of appreciation and a savings bond.

Citizen's Comments on Non-agenda Items

Victor Rateri addressed the Council regarding issues related to construction at 800 E. Wyandotte.

Consent Agenda

- A. Approval of Claims for May 11, 2011 through May 24, 2011. (*Gayla Duke, Chief Financial Officer*) In the following amounts: General Fund - \$116,386.93; Parking Authority - \$120.78; Nutrition - \$1,337.11; Landfill Res./Sub-Title D - \$3,010.00; Tourism Fund - \$410.00; SE Expo Center - \$8,407.20; E-911 - \$5,413.58; Economic Development - \$1,800.00; Gifts & Contributions - \$211.02; Fleet Maintenance - \$13,826.76; Worker's Compensation - \$941.68 and CIP Fund - \$23,450.00.

- B. Authorize Mayor to sign an Annual Engagement Letter with Crawford and Associates, P.C, for the period from July 1, 2011 through June 30, 2012. (*Gayla Duke, Chief Financial Officer*)
- C. Accept and place on file the Oklahoma for Independent Living (OIL) Report for the months of January, February and March 2011. (*Mike Ward, Executive Director*)

Councilman Mason requested that item “B” be removed for individual consideration.

Vice-Mayor Browne moved to approve the Consent Agenda items “A and C.” The motion was seconded by Councilman Harrison. There was no further discussion and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Mason & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

Items Removed from Consent Agenda

- B. Authorize Mayor to sign an Annual Engagement Letter with Crawford and Associates, P.C, for the period from July 1, 2011 through June 30, 2012. (*Gayla Duke, Chief Financial Officer*)

Councilman Harrison moved for approval of Consent Agenda item “B”, seconded by Councilman Karr.

Before the vote, Councilman Mason expressed concern with past amounts spent in excess of the \$25,000.00. He commented that he did not have any reservations with the contract but he did have a problem with contract payments exceeding the \$25,000.00 limit authorized by Ordinance with no notification to the Council.

Manager Stasiak he would notify the Council and the City would issue a purchase order not to exceed \$25,000.00.

Vice-Mayor Browne commented that this requirement needed to be addressed with all of the City’s personal services agreements.

Councilman Mason moved to amend the motion to read “authorize the Mayor to sign an Annual Engagement letter with Crawford and Associates, P.C. for a period from July 1, 2011 though June 30, 2012 not to exceed \$24,999.00 and with proper documentation furnished by the City Manager. The motion was seconded by Vice-Mayor Browne. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr, Mason, Smith & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

Councilman Karr moved to open the Public Hearing concerning two (2) ordinances. The motion was seconded by Vice-Mayor Browne. There was no discussion and the vote was taken as follows:

AYE: Councilman Browne, Karr, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:19 P.M.

Public Hearing

- **AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, CREATING AN ECONOMIC DEVELOPMENT AND ARTS DISTRICT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

There were no comments on either of the ordinances from the Council or citizens. Councilman Mason moved to close the Public Hearing. The motion was seconded by Councilman Harrison and the vote was taken as follows:

AYE: Councilman Karr, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:21 P.M.

Scheduled Business

1. Consider and act upon, to fill the vacancy on the McAlester City Council (Ward 5) for the unexpired term, pursuant to Section 2.06 (c) of the McAlester City Charter. If vacancy is filled a swearing in ceremony will be conducted immediately following.

Executive Summary

A motion to fill the Ward 5 vacancy on the McAlester City Council and swearing in ceremony.

Councilman Mason moved to approve filling the vacancy on the McAlester City Council (Ward 5) for the unexpired term, pursuant to Section 2.06 (c) of the McAlester City Charter. The motion was seconded by Councilman Karr.

Mayor Priddle explained that the seat had been vacated two (2) weeks ago, there had been a ten (10) day time period for interested parties to submit their name and there had been only one (1) individual that had submitted their name which had been Buddy Garvin.

Mayor Priddle moved to accept Mr. Garvin to fill the unexpired term for Ward 5, pursuant to Section 2.06 (c) of the McAlester City Charter. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

AYE: Councilman Mason, Smith, Harrison, Browne, Karr & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

Municipal Judge Deborah Hackler administered the Oath of Office to Buddy Garvin as Fifth Ward Councilman.

2. Presentation and Discussion with Representative Brian Renegar regarding a possible new ordinance. (*Oklahoma House of Representative Brian Renegar*)

Executive Summary

Presentation and Discussion with Representative Brian Renegar

Councilman Harrison moved to open the floor for the presentation and discussion with Representative Brian Renegar regarding the possible new ordinance. The motion was seconded by Vice-Mayor Browne.

Before the vote, Rep. Renegar addressed the Council explaining that this proposed ordinance would make pseudoephedrine in tablet form a Class 3 drug which would require a doctor's prescription to purchase. He explained the statistics concerning the use of pseudoephedrine in the production of methamphetamine and the costs of cleanup for drug labs and the loss of life.

There was discussion among the Council including Rep. Renegar regarding the ordinance, the results in other states that have adopted this ordinance, why this had not been adopted by the State, the number of drug labs that was estimated that would be busted this year, if the ordinance that Holdenville had passed had withstood the test of Court, if the City had the jurisdiction to do this and the strong support of the Council for this ordinance.

District Attorney Farley Ward informed the Council that the City of McAlester and Tulsa had been trading off as the number one (1) City for the purchase of pseudoephedrine. Representatives Miller and Condit both expressed their support of the ordinance.

There was no vote on this item

3. Presentation and accept and place on File, Pride In McAlester First Quarter January through March 2011 Report. (*Justin Few, President of Pride In McAlester*)

Executive Summary

Accept and Place on File the Pride In McAlester First Quarter 2011 Report

Vice-Mayor Browne moved to open the floor for the presentation of the Pride In McAlester First Quarter January through March 2011 Report. The motion was seconded by Councilman Harrison.

Justin Few addressed the Council updating them on the activities that had taken place during the first quarter. He informed the Council that some time in the future there would be a box for expired prescription drop off either at the Sherriff's office or the Police Department.

There was a brief discussion among the Council concerning the April city wide cleanup and the Recycling Center. There was no vote on this item.

4. Consider and act upon, authorizing the Mayor to sign a Renewal Letter with Unitedhealthcare for medical coverage, in the amount of \$507.18/per full time regular employee for the medical insurance. (*Pamela Kirby, Human Resources Manager*)

Executive Summary

A motion to authorize the Mayor to sign the Renewal Letter with Unitedhealthcare for medical coverage for full time regular employees for a period of July 1, 2011 through June 30, 2012.

Councilman Harrison moved to authorize the Mayor to sign a Renewal Letter with Unitedhealthcare for medical coverage, in the amount of \$507.18/per full time regular employee for the medical insurance. The motion was seconded by Councilman Karr.

Pamela Kirby addressed the Council informing them of the potential savings with the companies that they had researched. She reviewed the Vendor summary showing the vendors that staff was recommending and illustrating the savings with each vendor. She stated that by remaining with Unitedhealthcare the City would see a savings of \$124,000.00, by choosing Guardian for dental insurance the City would see a \$26,000.00 savings with expanded services, by choosing Superior for vision insurance the City would see a \$4,000.00 savings with expanded services and by choosing Lincoln Financial for Life, Long-Term Disability and Accidental Death and Dismemberment the City would receive expanded services and a savings of \$10,000.00. She added that this furnished a total savings of \$164,000.00 to the City of McAlester.

There was a brief discussion among the Council concerning the current total cost of benefits and if all the insurance offered except for health was optional. Manager Stasiak informed the Council that last year's health insurance premiums totaled \$507,018.00 and that the City provided health, dental, vision and a life insurance policy for all employees. The employees had to pay for any dependant coverage.

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

5. Consider and act upon, authorizing the Mayor to sign an application for a dental insurance plan for all full time regular employees with Guardian Life for the period of July 1, 2011 through June 30, 2012. *(Pamela Kirby, Human Resources Manager)*

Executive Summary

A motion to authorize the Mayor to sign the Guardian Life application for dental insurance for full time regular employees for a period of July 1, 2011 through June 30, 2012.

Vice-Mayor Browne moved to authorize the Mayor to sign an application for a dental insurance plan for all full time regular employees with Guardian Life for the period of July 1, 2011 through June 30, 2012, seconded by Councilman Smith.

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

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

6. Consider and act upon, authorizing the Mayor to sign an application and participation agreement with Lincoln National Life Insurance Company for Life Insurance and Long Term Disability Insurance for full time regular employee. *(Pamela Kirby, Human Resources Manager)*

Executive Summary

Motion to authorize the Mayor to sign the application and participation agreement with Lincoln National Life Insurance Company for Life Insurance and Long Term Disability for full time regular employees for a period of July 1, 2011 through June 30, 2012.

Councilman Harrison moved to authorize the Mayor to sign an application and participation agreement with Lincoln National Life Insurance Company for Life Insurance and Long Term Disability Insurance for full time regular employee, seconded by Councilman Garvin.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason, Smith & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

7. Consider and act upon, authorizing the Mayor to sign an application with Superior Vision Services, Inc. for vision care for full time regular employee for a period of July 1, 2011 through June 30, 2012. *(Pamela Kirby, Human Resources Manager)*

Executive Summary

Motion to authorize the Mayor to sign the application with Superior Vision Services, Inc. for vision care full time regular employee for a period of July 1, 2011 through June 30, 2012.

Councilman Karr moved to authorize the Mayor to sign an application with Superior Vision Services, Inc. for vision care for full time regular employee for a period of July 1, 2011 through June 30, 2012. The motion was seconded by Councilman Harrison.

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

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

8. Consider, and act upon, authorizing the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company (“Aflac”). *(Pamela Kirby, Human Resources Manager)*

Executive Summary

Motion to approve the Mayor signing agreement with AFLAC for a Medical Care Expense Reimbursement (“URM”) Plan and/or a Dependent Care Expense Reimbursement (“DDC”) Plan for our Employees in conjunction with our Flexible Benefits Plan.

Vice-Mayor Browne moved to authorize the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company (“Aflac”). The motion was seconded by Councilman Harrison.

Before the vote, Manager Stasiak explained that this was the same provider that the City had contracted with last year. He added that they furnished optional Cancer and Life Insurances as well as the Medical Reimbursement Plan.

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

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

9. Consider and act upon the repeal of City of McAlester Administrative Policy No. 35 - COUNCIL CONTACT. *(Peter J. Stasiak, City Manager)*

Executive Summary

To repeal the City of McAlester Administrative Policy No. 35 – COUNCIL CONTACT.

Councilman Harrison moved to repeal City of McAlester Administrative Policy No, 35 – Council Contact. The motion was seconded by Vice-Mayor Browne.

Before the vote, Manager Stasiak commented that this policy was in direct conflict with the City Charter Section 2.05(c).

Councilman Harrison stated that it had not been enforced for a number of years.

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

AYE: Councilman Garvin, Mason, Smith, Harrison, Browne, Karr & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

10. Consider and act upon adopting Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to act upon and approve adopting Administrative Policy # 46 establishing the Landfill hours of operation for the public, limiting the length of trailers for access to the facility, and securing loads.

Councilman Mason moved to adopt Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. The motion was seconded by Councilman Karr.

Before the vote, Manager Stasiak explained that the landfill was rapidly reaching full capacity for the existing cell and this Administrative Policy would limit the number of hours of operation of the facility to extend the life of the cell. He stated that for the safety of the citizens it would limit the length of trailers to 12 feet on the working face. He added that because of the large equipment at the face of the cell and the small working area the safety of the citizens and employees was very important.

There was discussion among the Council including Manager Stasiak and Mr. Modzelewski concerning the need for loads coming to the landfill to be tarped, the number of hours that the landfill would be open, and properly notifying the citizens of these changes.

Councilman Smith moved to amend the original motion to change the hours of operation on Saturday to 8:00 A.M. until 4:00 P.M. Mayor Priddle seconded the motion.

Mayor Priddle restated the motion with the amendment to read “adopt Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility, changing the Saturday hours from 8:00 A.M. to 4:00 P.M.”

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

AYE: Councilman Mason, Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

11. Consider and Act Upon, to adopt a resolution to support the display of the national motto “IN GOD WE TRUST” in a prominent location in the McAlester City Hall or Council Chambers and authorize the City Manager to order the display with a cost not to exceed \$2,000.00. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Resolution to support the display of the national motto “IN GOD WE TRUST” in the McAlester City Hall or Council Chambers and authorize the City Manager to order the logo with a cost not to exceed \$2,000.00.

Councilman Karr moved to adopt RESOLUTION NO. 11-07, supporting the display of the national motto “IN GOD WE TRUST” in a prominent location in the McAlester City Hall or Council Chambers and authorize the City Manager to order the display with a cost not to exceed \$2,000.00. The motion was seconded by Councilman Garvin.

Before the vote, Manager Stasiak stated that the City had received a request to display the “IN GOD WE TRUST” national motto in the City Hall or Council chambers. He commented that hundreds of cities across the United States are approving the national motto to be displayed in their City Halls or City Council Chambers.

There was a brief discussion among the Council concerning receiving donations from citizens, and not using City Funds and allowing citizens to make donations.

Councilman Garvin commented that if the City did not receive donations to do this he would gladly take care of it.

Mayor Priddle moved to strike the words “and authorize the City Manager to order the display with a cost not to exceed \$2,000.00.” The motion was seconded by Councilman Mason. There was no further discussion and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

12. Consider, and act upon, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2388

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

Councilman Harrison moved for approval of **ORDINANCE NO. 2388**, seconded by Councilman Mason.

Before the vote, Gayla Duke reviewed the exhibits for the budget amendment stressing the use requirements for some of the bond proceeds.

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

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

Mayor Priddle declared the motion carried.

Councilman Mason moved for approval of the EMERGENCY CLAUSE, seconded by Councilman Garvin. There was no discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

13. Consider, and act upon, authorizing expenditure of \$160,000 to repair a portion of the Sandy Creek canal wall. (*John C. Modzelewski, P.E., City Engineer and PW Director*)

Executive Summary

Motion to authorize the expenditure of \$160,000 to repair a portion of the Sandy Creek canal wall.

Vice-Mayor Browne moved to authorize the expenditure of \$160,000 to repair a portion of the Sandy Creek canal wall. The motion was seconded by Councilman Harrison.

Before the vote, John Modzelewski addressed the Council explaining the during a recent flash flood over the Easter weekend a section of the Sandy Creek canal wall at Seneca Avenue near Tenth Street had been severely damaged. He stated that the damage had included the collapse of approximately 260 linear feet of concrete canal wall, including the chain link fence. He commented that the area was currently fenced to provide safety in the vicinity of the collapse and the project would be advertised for bids after the funding for the project was in place for the repair.

There was a brief discussion among the Council regarding the length of time it would take to complete the repair once the contractor had been selected, if there was any thing that could be used to help support the wall, changing the method of construction, planning future routine maintenance and if there was anything that could be done to prevent this from happening in the future.

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

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

Mayor Priddle declared the motion carried.

14. A. Consider and act upon, authorizing the Mayor to sign forms for 1.1, 3.10, 3.9, 3.7, 1.2 to obtain a Release of Funds for the City of McAlester CDBG Small Cities Grant 13914-CDBG-09. (*David Medley, Director of Utilities*)

Vice-Mayor Browne moved to authorize the Mayor to forms for 1.1, 3.10, 3.9, 3.7, and 1.2 to obtain a Release of Funds for the City of McAlester CDBG Small Cities Grant 13914-CDBG-09. The motion was seconded by Councilman Harrison.

Before the vote, David Medley explained that these were the standard forms for the Release of Funds for the CDBG 2009/2010 Grant. He stated this project would replace approximately 2140 feet of sewer line and 700 feet of water line in the “A” and Apache to the “B” and Modoc area. He added that the total project cost was estimated around \$181,260.00 with 50% reimbursement from Oklahoma Department of Commerce and funds were available in the Capital Outlay account. He stated the project would be bid out in approximately two (2) weeks and once the bid was awarded it would take four (4) to six (6) months to construct the project.

There was a brief discussion among the Council including the City Attorney and Mr. Medley concerning the Anti-Displacement Plan, if separate votes were needed since this was an “A” and “B” item, the type of material that was going to be used and the need for the old lines to be replaced when any street repairs were conducted.

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

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

B. Consider and act upon, the adoption of a Residential Anti-Displacement and Relocation Assistance Plan – Attachment 15. *(David Medley, Director of Utilities)*

Vice-Mayor Browne moved to adopt the Residential Anti-Displacement and Relocation Assistance Plan – Attachment 15. The motion was seconded by Councilman Harrison.

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

15. Discussion and possible action regarding an Ordinance creating an Economic Development and Arts District in the City of McAlester. *(John Browne, Vice Mayor)*

Executive Summary

Staff recommends that the Council evaluate proposed ordinance creating an Economic Development and Arts District in the City of McAlester.

Vice-Mayor Browne moved to approve an ordinance creating an Economic Development and Arts District in the City of McAlester. The motion was seconded by Councilman Harrison.

Before the vote, Mayor Priddle commented that he didn't think there would be anyone that would say that the City didn't need to do something. He stated that the Council might take some general comments this evening and schedule this for Special Meeting or put together a group with Main Street.

Vice-Mayor Browne stated that this had already been done and this was the third time this ordinance had come before the Council. He added that he was unwilling to not vote on this item this evening.

There was discussion among the Council including the Council concerning what other communities had done regarding sales tax rebates, the lack of detail in the proposed ordinance, the number of vacant spaces in the down town area, needing the Main Street Program and MPower to be involved in this project, the rate of failure for new businesses, the possible length of the project and if the City Attorney had reviewed the proposed ordinance.

Councilman Harrison moved to table pending the Mayor's appointment of a working group to flush this thing out.

Mayor Priddle commented that he liked that idea except the Council would need to set a time for it to come back before the Council. He also stated that he was concerned with doing this but the Council needed to consider the businesses not in that area that might want to be included if they were to expand or improve. There was further discussion concerning what the Council could do to further this item and how this could be managed or enforced.

Councilman Smith seconded Councilman Harrison's motion to table this item.

Mayor Priddle requested that the motion be restated. Councilman Harrison moved to table this item pending the Mayor appointing a working group to flush this item out.

Vice-Mayor Browne asked for a point of order stating that the Council had a motion and second. Mayor Priddle commented the motion and second was comment to table. Vice-Mayor Browne withdrew his motion for Council unity. Mayor Priddle modified the motion to table for the item to come back before the Council in two (2) weeks. He stated that he would appoint the working committee tomorrow. Mr. Ervin informed the Council that they had satisfied the Charter requirement for a public hearing and if the working group did not have revisions for the ordinance the Council could modify the ordinance in the Council meeting.

Mayor Priddle restated the motion as "table this item pending the Mayor's appointment of a working committee and bring it back before the Council at the next meeting. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Mason, Smith, Harrison, Karr & Mayor Priddle

NAY: Councilman Garvin & Vice-Mayor Browne

Mayor Priddle declared the motion carried.

16. Consider and act upon approving a monetary contribution from Economic Development funds in the amount of \$14,001 for Legends at Hickory Ridge, Phase III development.
(Peter J. Stasiak, City Manager)

Executive Summary

Motion to approve a Resolution supporting Legends at Hickory Ridge, Phase III and authorizing a monetary contribution from Economic Development funds in the amount of \$14,001.

Vice-Mayor Browne moved to approve a monetary contribution for Economic Development funds in the amount of \$14,001 for Legends at Hickory Ridge, Phase III development. The motion was seconded by Councilman Harrison.

Before the vote, Ryan Hackett addressed the Council regarding the Phase III development for Legends at Hickory Ridge. He reviewed the process for receiving the tax credits that his developer was applying for and he asked the Council for their support of this third phase.

There was discussion among the Council concerning the amount of the contribution, where this contribution would come from, how the building fees would be paid, if any of the structures would be built on the property that was subject to the City's vacation and closure, and if the vacated property would be correctly foreclosed in District Court.

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

AYE: Councilman Mason, Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that the traffic lights at Washington and "A" Street had been removed and the intersection had been cleaned up.

Remarks and Inquiries by City Council

Councilmen Smith and Harrison did not have any comments for the evening.

Vice-Mayor Browne urged everyone to take care during the bad weather.

Councilman Karr announced the opening of the "Wild Things" restaurant the next weekend.

Councilman Garvin thanked all of his supporters in North Town and across the City.

Councilman Mason commented on the various calls from citizens concerning storm shelters in the City of McAlester.

Mayor Priddle congratulated everyone involved with the Italian Festival.

Recess Council Meeting

Mayor Priddle asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Mason moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Browne and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was recessed at 8:16 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:20 P.M.

Councilman Mason moved to recess the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Section 307.B.2. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason, Smith & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Regular Meeting was recessed at 8:21 P.M.

Executive Session

- **Section 307 (B) (2)** – Discuss negotiations concerning employees and representatives of employee groups: IAFF.

Reconvene into Open Session

The Regular Meeting was reconvened at 8:50 P.M. Mayor Priddle stated that due to the inclement weather the Council will recess the Regular until 5:30 P.M. tomorrow, Wednesday, May 25, 2011, and at that time will resume the Executive Session.

Councilman Mason moved to recess the Regular Meeting until 5:30 P.M. Wednesday, May 25, 2011. The motion was seconded by Councilman Harrison. There was no discussion and the vote was taken as follows:

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Regular Meeting was recessed at 8:51

The Regular Meeting was reconvened at 5:30 P.M. Wednesday, May 25, 2011. Councilman Karr and Vice-Mayor Browne were absent for the Reconvened Regular meeting.

Councilman Harrison moved to recess the Reconvened Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Section 307.B.2. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Reconvened Regular Meeting was recessed at 5:34 P.M.

The Reconvened Regular Meeting was reconvened at 6:15 P.M. Mayor Priddle reported that the Council had recessed the Reconvened Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Section 307.B.2. Only that matter was discussed, no action was taken and the Council returned to open session at 6:15 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 Harrison.

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 6:16 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
May 26, 2011

The McAlester City Council met in Special session on Thursday, May 26, 2011 at 5:30 P.M. after proper notice and agenda was posted, May 25, 2011 at 5:03 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

ROLL CALL

Council Roll Call was as follows:

Present: Weldon Smith, Steve Harrison, Robert Karr, Sam Mason & Mayor Priddle

Absent: John Browne

Presiding: Kevin E. Priddle, Mayor

Staff Present: Pete Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Gayla Duke, Chief Financial Officer; and Cora Middleton, City Clerk

Scheduled Business

Mayor Priddle stated that the first two (2) items listed would be pulled due to contract issues.

- 1. Consider, and act upon, a standard Agreement for Engineering Services with Mehlburger Brawley, Inc. to provide professional engineering services, as needed, for a period of one year.**
- 2. Consider, and act upon, a Work Order with Mehlburger Brawley, Inc. to provide professional engineering services for the design of Elks Road Improvements and Extension.**

Workshop

- 1. Discussion of Fiscal Year 2011/2012 Budget.**

Councilman Harrison moved to open the floor for discussion regarding the fiscal year 2011-2012 budget. The motion was seconded by Councilman Karr.

Manager Stasiak addressed the Council explaining that he would like to address some of the changes made to the proposed budget based on their input and comments from the previous meeting. He began with a review of the payroll information. He informed the Council that all of the employees pay and benefits were furnished. He reviewed the City Judge and City Prosecutors wages and made recommendations of increasing their pay to \$17,263.00 and \$24,802.00 respectively.

There was a lengthy discussion among the Council regarding the comparison of the City Attorney's pay to the City Prosecutor and City Judge's pay, the decrease in the number of employees from last year, that the main changes were payroll dollars inside the General Fund and General Fund, if the funds from E-911 could be used for the Emergency Management contribution, and the adjustment to CIP because of the Sandy Creek Canal Wall repairs.

Ms. Duke reviewed the revised Fiscal Year 2011-2012 budget activity report with the Council.

Manager Stasiak explained that the reason for the Special Meeting for the Public Hearing on June 7, 2011 in combination to the Workshop for the landfill was due to the way the Regular Meetings fell in the month and the Charter requirements for the adoption of the proposed budget.

Adjournment

There being no further business before the Council, Councilman Harrison moved adjournment. The motion was seconded by Councilman Mason.

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

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

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 6:07 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
June 7, 2011

The McAlester City Council met in Special session on Tuesday, June 7, 2011 at 5:30 P.M. after proper notice and agenda was posted, June 3, 2011 at 4:20 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

ROLL CALL

Council Roll Call was as follows:

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin, Sam Mason & Mayor Priddle
Absent: None
Presiding: Kevin E. Priddle, Mayor

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

Public Hearing

1. Receive Public comment on City of McAlester Proposed Fiscal Year 2011/2012 Annual Operating Budget.

Councilman Harrison moved to open the floor for a Public Hearing to receive comments on the City of McAlester's proposed Fiscal Year 2011-2012 Annual Operating Budget. The motion was seconded by Vice-Mayor Browne. There was no discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:37 P.M.

Steve Belcher addressed the Council expressing his concerns about the amount of funding the City was going to furnish to MPower.

There were no other comments concerning the proposed Fiscal Year 2011/2012 Annual Operating Budget.

Councilman Harrison moved to close the Public Hearing, seconded by Vice-Mayor Browne. The vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:40 P.M.

Scheduled Business

- 1. Consider, and act upon, a standard Agreement for Engineering Services with Mehlburger Brawley, Inc. to provide professional engineering services, as needed, for a period of one year.**

Councilman Karr moved to approve a standard Agreement for Engineering Services with Mehlburger Brawley, Inc. to provide professional engineering services, as needed, for a period of one year. The motion was seconded by Councilman Harrison.

Before the vote, Mr. Ervin reviewed the recommended changes on page ten (10) of the agreement with the Council. He informed the Council that these changes had been discussed with Mehlburger Brawley and that they had no problems with the changes.

Councilman Harrison pointed out another change on page nine (9) of the agreement. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

- 2. Consider, and act upon, a Work Order with Mehlburger Brawley, Inc. to provide professional engineering services for the design of Elks Road Improvements and Extension.**

Councilman Karr moved to approve a Work Order with Mehlburger Brawley, Inc. to provide professional engineering services for the design of Elks Road Improvements and Extension. The motion was seconded by Councilman Garvin.

Before the vote, there was discussion among the Council about obtaining the easements before any work started, how the road would be designed, how far the road would extend into the property and if there would be any concerns with the City's ability to furnish water to the area.

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

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

Mayor Priddle declared the motion carried.

3. Presentation, discussion and possible action on the operation and associated business of the municipal landfill

Councilman Harrison moved to open the floor for discussion and possible action on the operations and associated business of the municipal landfill. The motion was seconded by Vice-Mayor Browne.

Before the vote, Mr. Modzelewski distributed updated information to the Council. He reviewed the recent history of the landfill's projected life. He commented that the site life had extended because of the measures that had recently been implemented. He added that his estimate for the life of the landfill was to the end of 2011.

There was discussion among the Council including Manager Stasiak and Mr. Modzelewski regarding landfill's daily revenue and expenses, how those calculations had been made, the steps that had been taken recently to help extend the life of the landfill, the equipment necessary to maintain the landfill, various options available to the City, the costs related to permitting for a new cell, the length of time it could take to receive a permit to construct a new cell and the costs related to closing the landfill and how long that process could take. The Council also discussed what could be done with the amount of limbs and brush that was accumulating at the landfill and the lack of adequate dirt for cover at the landfill.

Mayor Priddle asked what the Council would recommend. He then asked Manager Stasiak for his recommendation.

Manager Stasiak recommended that effective July 1, 2011 the landfill be open one (1) Saturday per month from 8:00 A.M. to 12:00 noon. He added that this would limit the volume and allow time to be used working on DEQ compliance issues.

Councilman Mason moved to limit the landfill to one (1) Saturday per month from 8:00 A.M. to 12:00 noon, effective July 1, 2011. The motion was seconded by Councilman Harrison.

Before the vote, Councilman Harrison commented that the rates would have to come before the Council before they could be modified. Mayor Priddle asked if the Council wanted to modify the motion. He then restated the motion to read "approve the City Manager's recommendation to limit the landfill use to the first Saturday of the month from 8:00 A.M. to 12:00 noon, available to City of McAlester residents only, effective July 1, 2011."

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

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

NAY: Councilman Browne & Karr

Mayor Priddle declared the motion carried.

Mr. Modzelewski commented about the Roll-Off business of the City asking if the Council wanted to discuss that matter.

The Councilman commented that they would need more information regarding the Roll-Off business. Mayor Priddle stated that the next landfill meeting would be about the Roll-Off business and he asked that any questions or comments be sent to the City Manager.

Adjournment

There being no further business before the Council, Councilman Mason moved adjournment. The motion was seconded by Vice-Mayor Browne.

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

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 7:12 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

**CLAIMS FROM
JUNE 15, 2011
THRU
JUNE 28, 2011**

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	CHRIS HEAROD	I-201106202612	01 -5431331	EMPLOYEE TRAV TRAVEL EXP FOR OSFA CONF OKC	055425	176.53
	BENNY BROOKS	I-201106202613	01 -5431331	EMPLOYEE TRAV TRAVEL EXP FOR OSFA CONF OKC	055426	152.40
01-A00026	AT & T LONG DISTANCE					
		I-201106152595	01 -5215315	TELEPHONE UTI LONG DIST. SERVICE	055362	218.43
01-A00200	ADAMS TRUE VALUE					
		I-199008	01 -5544206	CHEMICALS FERTILIZER FOR BALL FLDS.	055429	950.00
01-A00267	AIRGAS					
		I-106203924	01 -5432202	OPERATING SUP OWYGEN & SUPPLIES FOR EMS	055430	28.95
		I-106213988	01 -5432202	OPERATING SUP OWYGEN & SUPPLIES FOR EMS	055430	202.63
		I-106959267	01 -5432202	OPERATING SUP OWYGEN & SUPPLIES FOR EMS	055430	131.68
		I-106959269	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	055430	48.85
		I-106959269	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	055430	26.81
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201106082583	01 -5865328	INTERNET SERV INTERNET SVS-TRAFFIC CONTROL	055352	75.65
		I-201106082583	01 -5548328	INTERNET SERV INTERNET SVS-FAC. MAINT	055352	75.65
		I-201106082583	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	055352	75.65
		I-201106082583	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	055352	72.95
		I-201106082583	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CENTER	055352	62.95
		I-201106152599	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	055364	62.95
01-A00465	AMERICAN COMMUNICATIONS					
		I-57250	01 -5215318	RADIO MAINTEN REPAIR PARTS FOR STORM	055435	7,000.00
		I-57250	01 -5548316	REPAIRS & MAI	055435	145.00
		I-57365	01 -5548316	REPAIRS & MAI	055435	221.41
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201106212627	01 -2105	COLLECTION AG COLLECTION FEES-MAY 2011	055436	5,621.83
01-A00736	ASSOC OF PUBLIC TREASUR					
		I-10-02918	01 -5211331	EMPLOYEE TRAV NATIONAL CONFERENCE	055438	690.00
01-A00751	ATWOODS					
		I-563/9	01 -5544207	CLOTHING ALLO BOOT ALLOWANCES	055439	79.99
		I-572/9	01 -5653215	AWARDS PROGRA SUPPLIES FOR PICNIC	055439	70.05
		I-575/9	01 -5542203	REPAIRS & MAI SUPPLIES FOR FOUNTAINS	055439	90.96
01-A00770	AUTO PARTS CO					
		I-885905	01 -5431203	REPAIRS & MAI MISC PARTS AS NEEDED	055441	17.32
		I-885997	01 -5431203	REPAIRS & MAI AUTO PARTS	055441	91.37
		I-885997A	01 -5431203	REPAIRS & MAI MISC PARTS AS NEEDED	055441	52.00
		I-886352	01 -5431203	REPAIRS & MAI MISC PARTS AS NEEDED	055441	26.03
01-B00486	BRADELY RAY INMAN					
		I-201106202608	01 -5544308	CONTRACT LABO UMPIRE FEES-7 GAMES	055447	175.00

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00497	BRANDON BECK					
		I-201106202607	01 -5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	055450	225.00
01-C00100	CLEET					
		I-201106212626	01 -5213336	FEES CLEET LATE FEES	055452	0.40
01-C00202	CARTRIDGE WORLD					
		I-104412	01 -5431202	OPERATING SUP PRINTER SUPPLIES	055453	56.25
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201106082586	01 -5215314	GAS UTILITY GAS EXP-801 N. 9TH	055353	224.81
		I-201106152596	01 -5215314	GAS UTILITY GAS UTILITY- 802 E HARRISON	055366	22.78
		I-201106152596	01 -5215314	GAS UTILITY GAS UTILITY- FIRE STATION #2	055366	63.15
01-D00143	DAVE'S FITNESS PLUS					
		I-0611-11	01 -5432330	DUES & SUBSCR YEARLY FITNESS FEE	055456	1,250.00
01-D00402	DIAMOND TROPHY					
		I-E05272012	01 -5653215	AWARDS PROGRA EMPLOYEE OF MONTH PLAQUES	055464	14.95
01-D00540	DOLESE BROTHERS					
		I-RM11024649	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	055465	293.43
		I-RM11025673	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	055465	387.00
01-D00730	DUB ROSS CO.					
		I-0066414-IN	01 -5865218	STREET REPAIR REPLACEMENT STORM DR PIPE	055466	2,565.28
01-E00098	EAST CENTRAL UNIVERSITY					
		I-201106212628	01 -5101319	MISCELLANEOUS REDISTRICTING CITY WARDS	055566	275.50
01-E00405	EXPRESS SERVICES, INC.					
		I-99624256-6	01 -5212308	CONTRACTED SE RECEPTIONIST SERVICE	055471	318.24
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201106202614	01 -5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONTROL	055474	452.83
		I-201106202614	01 -5321212	FUEL EXPENSE FUEL EXP-POLICE	055474	11,560.75
		I-201106202614	01 -5431212	FUEL EXPENSE FUEL EXP-FIRE	055474	2,004.90
		I-201106202614	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	055474	2,511.44
		I-201106202614	01 -5548212	FUEL EXPENSE FUEL EXP-FAC MAINT	055474	628.98
		I-201106202614	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	055474	2,197.81
		I-201106202614	01 -5544212	FUEL EXPENSE FUEL EXP-RECREATION	055474	133.77
		I-201106202614	01 -5652212	FUEL EXPENSE FUEL EXP-COMM DEV/CODES	055474	403.69
		I-201106202614	01 -5225212	FUEL EXPENSE FUEL EXP-IT	055474	145.46
		I-201106202614	01 -5653212	FUEL EXPENSE FUEL EXP-HR/SAFETY	055474	90.48
		I-201106202614	01 -5547212	FUEL EXPENSE FUEL EXP-CEMTERY	055474	211.45
		I-201106202614	01 -5432212	FUEL EXPENSE FUEL EXP-EMS	055474	1,804.61
		I-201106202617	01 -5547212	FUEL EXPENSE FUEL EXP-CEMTERY	055475	45.55
		I-201106202617	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	055475	144.44
		I-201106202617	01 -5321212	FUEL EXPENSE FUEL EXP-POLICE	055475	64.65

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES	continued				
		I-201106202617	01 -5544212	FUEL EXPENSE FUEL EXP-RECREATION	055475	269.12
01-F00371	LLOYD FIELDS					
		I-458573	01 -5543203	REPAIRS & MAI MISC PLBG REPAIRS NEEDED	055478	280.23
		I-458629	01 -5543203	REPAIRS & MAI MISC PLBG REPAIRS NEEDED	055478	60.00
		I-458630	01 -5543203	REPAIRS & MAI MISC PLBG REPAIRS NEEDED	055478	360.00
		I-458631	01 -5543203	REPAIRS & MAI MISC PLBG REPAIRS NEEDED	055478	120.00
		I-458632	01 -5543203	REPAIRS & MAI MISC PLBG REPAIRS NEEDED	055478	180.00
		I-458633	01 -5543203	REPAIRS & MAI MISC PLBG REPAIRS NEEDED	055478	60.00
01-G00138	GAS MART					
		I-3615-10	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	4.18
		I-3615-15	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	2.29
		I-3615-17	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	2.09
		I-3615-19	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	2.09
		I-3615-20	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	4.99
		I-3615-23	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	4.18
		I-3615-24	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	2.29
		I-3615-9	01 -5321202	OPERATING SUP PRISONER MEALS; OPEN PO	055479	2.79
01-G00260	GEORGE HALIBURTON					
		I-430933	01 -5652318	ABATEMENTS CONTRACT MOWING ON	055480	594.00
		I-430934	01 -5652318	ABATEMENTS CONTRACT MOWING	055480	1,089.00
01-H00290	HUMPHREY PLUMBING, INC.					
		I-11792	01 -5548316	REPAIRS & MAI A/C REPAIR AT CITY HALL	055485	180.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-032552	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES AS	055487	8.94
		I-032565	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	055487	8.86
		I-032577	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	055487	94.81
		I-032586	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	055487	17.16
		I-032599	01 -5215202	OPERATING SUP CALC PAPER FOR ALL DEPTS	055487	61.99
01-I00120	TYLER TECHNOLOGIES					
		I-10154	01 -5225349	SOFTWARE MAIN LABOR TO FORMAT FOR CKS	055488	250.00
		I-15290	01 -5225349	SOFTWARE MAIN 2 MONTH NET WORK SUPPORT	055488	200.00
		I-201106202604	01 -5213336	FEES MONTHLY SUPPORT-COURT SITE	055488	100.00
		I-201106202604	01 -5213336	FEES MONTHLY SUPPORT-COURT ONLINE	055488	100.00
01-I00140	INDIAN NATION WHOLESALE					
		I-5407029	01 -5543203	REPAIRS & MAI CONCESSION SUPPLIES	055489	632.39
		I-5407056	01 -5544203	REPAIRS & MAI CONCESSION SUPPLIES	055489	242.14
01-J00110	JACKIE BRANNON CORR. CT					
		I-P185	01 -5542308	CONTRACTED SE MONTHLY INMATE FEES	055490	128.61
01-J00146	JAMES WAHWEAH					

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00146	JAMES WAHWEAH		continued			
		I-651001	01 -5543316	REPAIRS & MAI EMERGENCY REPAIR	055491	100.00
01-J00338	JOB CONSTRUCTION CO INC					
		I-027979	01 -5865218	STREET REPAIR ASPHALT - 418 TONS	055492	10,649.28
01-K00101	KEITH A. BARNES					
		I-201106202609	01 -5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	055494	200.00
01-K00205	KIAMICHI AUTOMOTIVE					
		I-10118-96848	01 -5431203	REPAIRS & MAI MISC AUTO PARTS	055496	36.99
01-L00067	LABORATORY CONSULTANT S					
		I-030717	01 -5653348	DRUG TESTING/ DRUG TESTING AS NEEDED	055498	50.00
		I-030800	01 -5653348	DRUG TESTING/ DRUG TESTING AS NEEDED	055498	50.00
		I-030821	01 -5653348	DRUG TESTING/ DRUG TESTING AS NEEDED	055498	75.00
01-L00070	LAERDAL MEDICAL CORP.					
		I-2228637	01 -5432331	EMPLOYE TRAVE EMS TRAINING MATERIALS	055499	527.78
01-L00428	LOWE'S CREDIT SERVICES					
		I-08554	01 -5548202	OPERATING SUP MISC OPERATING SUPPLIES	055501	58.00
		I-09564	01 -5548202	OPERATING SUP MISC OPERATING SUPPLIES	055501	26.96
		I-09762	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055501	145.82
		I-11676	01 -5653215	AWARDS PROGRA GRILL FOR EMPLOYEE PICNIC	055501	296.98
		I-14752	01 -5542203	REPAIRS & MAI PLANTS FOR PLANTERS	055501	190.74
		I-14804	01 -5542203	REPAIRS & MAI SUPPLIES FOR PLANTERS	055502	79.80
		I-901647	01 -5548202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055502	119.00
		I-901973	01 -5548202	OPERATING SUP MISC OPERATING SUPPLIES	055502	52.98
		I-902750	01 -5548202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055502	95.58
		I-906575	01 -5548202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055502	43.83
		I-909261	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055502	117.36
		I-909268	01 -5215202	OPERATING SUP OPEN PO FOR SUPPLIES	055502	203.75
01-M00336	MIKE CANIGLIA					
		I-201106202611	01 -5431331	EMPLOYEE TRAV TRAVEL EXP FOR OSFA CONF. OKC	055505	176.70
01-M00570	MOORE MEDICAL CORP.					
		I-81589526	01 -5432202	OPERATING SUP MEDICAL SUPPLIES FOR EMS	055506	532.05
		I-81589526	01 -5432202	OPERATING SUP EMS SUPPLIES AS NEEDED	055506	521.21
		I-96773580	01 -5432202	OPERATING SUP MEDICAL SUPPLIES FOR EMS	055506	67.95
01-M00589	MOSS CONSTRUCTION					
		I-10912	01 -5652318	ABATEMENTS CONTRACT MOWING	055507	375.00
		I-10952	01 -5652318	ABATEMENTS CONTRACT MOWING	055507	100.00
		I-M05-011-001	01 -5652318	ABATEMENTS CONTRACT MOWING	055507	400.00
01-MC0098	MCAFEE & TAFT					
		I-346579	01 -5214302	CONSULTANTS LEGAL FEES-	055508	1,550.00

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFEE & TAFT		continued			
		I-346580	01 -5214302	CONSULTANTS LEGAL FEES-	055508	4,012.80
		I-346581	01 -5210302	CONSULTANTS/L LEGAL FEES-	055508	10,282.07
01-MC0135	MC ALESTER MONUMENT CO					
		I-10-02548	01 -5215323	DAMAGES MONUMENT REPAIRS	055509	900.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-063716	01 -5544206	CHEMICALS FOUL LINE PAINT FOR SBC	055510	162.50
		I-064332	01 -5543316	REPAIRS & MAI REPLACEMENT PUMP	055510	937.08
		I-064536	01 -5543316	REPAIRS & MAI SUPPLIES NEEDED FOR POOLS	055510	1,800.00
01-MC0210	MCCULLARS MOTOR SPORTS					
		I-007785	01 -5431316	REPAIRS & MAI REPAIRS TO M-4 VEHICLE	055512	1,360.66
01-MC0226	MC DONALDS RESTURANT					
		I-01-11	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	1.00
		I-03-11	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	1.00
		I-05-11	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	1.09
		I-05-11	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	2.00
		I-08-11	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	1.00
		I-50-11	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	1.00
		I-83	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	1.00
		I-87-11	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	055513	1.94
01-MC0252	MCALESTER NEW HOLLAND					
		I-1183	01 -5542316	REPAIRS & MAI MOWER BLADES FOR PARKS	055514	110.10
01-N00061	NATIONAL FIRE PROTECTIO					
		I-5236495Y	01 -5431330	DUES & SUBSCR MEMBERSHIP DUES-ASST CHF	055515	150.00
01-N00271	NIX FORD MERCURY INC.					
		I-127450	01 -5432316	REPAIRS & MAI REPAIRS FOR M-4	055518	115.87
01-N00343	NORTHERN SAFETY CO INC					
		I-P299742601018	01 -5865218	STREET REPAIR CAUTION TAPE FOR ROAD	055519	248.11
		I-P301600401026	01 -5865218	STREET REPAIR SAFETY SUPPLIES	055519	182.70
		I-P301949101014	01 -5865218	STREET REPAIR FILTERS FOR RESPIRATORS	055519	58.63
01-000121	OK FIRE, LLC					
		I-246	01 -5431204	SMALL TOOLS LADDER BRACKETS	055522	97.95
01-000273	OKLA DEPT OF HEALTH					
		I-CITY OF MCA	01 -5543202	OPERATING SUP 9-POOL LICENSES	055523	400.00
01-000275	OKLA DEPT OF COMMERCE					
		I-10-02689	01 -5210331	EMPLOYEE TRAV SEMINAR FEES	055524	15.00
01-000410	OKLA STATE UNIVERSITY					

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000410	OKLA STATE UNIVERSITY		continued			
		I-40546	01 -5432331	EMPLOYE TRAVE EMS INSTRUCTOR SCHOOL FEE	055525	100.00
01-P00041	M & D PACE ENTERPRISES,					
		I-53628	01 -5548316	REPAIRS & MAI REPLACE COMPRESSOR	055527	1,328.00
		I-53628A	01 -5548316	REPAIRS & MAI ADDN A/C REPAIRS AT	055527	1,079.58
01-P00242	PETER STASIAK					
		I-201106202605	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-FED MEDIATION	055530	70.89
		I-201106202615	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-PENSION PLAN DALLAS	055530	177.92
		I-201106202616	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-SOED MEETING DURANT	055530	82.11
01-P00510	PRO-KIL, INC					
		I-62181	01 -5432316	REPAIRS & MAI PEST CONTROL-FIRE STATION	055532	96.00
		I-62182	01 -5432316	REPAIRS & MAI PEST CONTROL-FIRE STATION	055532	96.00
		I-62183	01 -5432316	REPAIRS & MAI PEST CONTROL-FIRE STATION	055532	96.00
		I-62184	01 -5548316	REPAIRS & MAI PEST CONTROL FOR CITY HAL	055532	150.00
		I-62252	01 -5542203	REPAIRS & MAI MONTHLY PEST CONTROL	055532	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201106082587	01 -5215313	ELECTRIC UTIL ELECT EXP-STREET LIGHTS	055355	11,376.56
		I-201106082587	01 -5215313	ELECTRIC UTIL ELECT EXP-333 E CARL ALBERT	055355	38.41
		I-201106082587	01 -5215313	ELECTRIC UTIL ELECT EXP-GENERAL	055355	10,845.00
		I-201106082587	01 -5215313	ELECTRIC UTIL ELECT EXP-301 W JEFFERSON	055355	38.41
		I-201106082587	01 -5215313	ELECTRIC UTIL ELECT EXP-401 N 2ND	055355	3,095.84
		I-201106152597	01 -5215313	ELECTRIC UTIL ELECT UTIL - 302 E FILMORE	055368	42.15
01-R00021	RSC EQUIPMENT RENTAL					
		I-47938031-001	01 -5865218	STREET REPAIR ROLLER FOR ASPHALT	055534	2,615.88
01-R00360	RICKY S HACKLER					
		I-201106202606	01 -5544308	CONTRACT LABO UMPIRE FEES-4 GAMES	055536	100.00
01-S00150	SEARS COMMERCIAL ONE					
		I-034679028055	01 -5542203	REPAIRS & MAI PARTS FOR MOWER AT LAKE	055539	147.84
01-S00386	SMITH KEY & HARDWARE					
		I-009338	01 -5542202	OPERATING SUP REPLACE LOCKS AT STIPE	055542	663.00
		I-009451	01 -5542202	OPERATING SUP REPLACE LOCKS AT STIPE	055542	37.50
01-S00445	PACKAGING SOLUTIONS, LL					
		I-14372	01 -5321325	FIRING RANGE CARDBOARD TARGET SHEETS	055543	121.10
01-S00710	STANDARD MACHINE LLC					
		I-219824	01 -5431203	REPAIRS & MAI REPAIRS TO LADDER TRUCK	055545	150.00
01-S00726	STAPLES ADVANTAGE					
		C-60907 CR	01 -5225202	OPERATING SUP SOFTWARE & HARDWARE	055546	42.99-
		I-60887	01 -5321202	OPERATING SUP MISC SUPPLIES	055546	101.77

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE		continued			
	I-60908		01 -5225401	COMPUTER TECH PRINTER FOR PAYROLL CLK	055546	399.98
	I-80906		01 -5225202	OPERATING SUP SOFTWARE & HARDWARE	055546	137.92
	I-80981		01 -5225202	OPERATING SUP SOFTWARE & HARDWARE	055546	439.40
	I-81882		01 -5225202	OPERATING SUP SOFTWARE & HARDWARE	055547	49.98
	I-82585		01 -5320202	OPERATING EXP OFFICE SUPPLIES AS NEEDED	055547	12.98
	I-82586		01 -5320202	OPERATING EXP OFFICE SUPPLIES AS NEEDED	055547	6.49
01-S00975	SYSCO FOOD SERVICE OF O					
	I-106100638		01 -5653213	SAFETY SUPPLI SAHAR B DRINK MIX	055549	561.40
01-T00010	T. H. ROGERS LUMBER CO.					
	I-436475		01 -5865218	STREET REPAIR FORMING MATERIALS	055550	368.50
01-T00370	TIPPIT INSURANCE AGENCY					
	I-34051		01 -5215322	LIABILITY INS BOND RENEWAL-CITY CLERK	055552	175.00
01-T00601	TULSA AREA TENNIS ASSOC					
	I-STMT		01 -5544202	OPERATING SUP 10 CASES OF TENNIS BALLS	055553	550.00
01-U00025	U S FOOD SERVICE					
	I-3224146		01 -5653215	AWARDS PROGRA FOOD FOR EMPLOYEE PICNIC	055554	959.14
01-U00128	UNITED PACKAGING & SHIP					
	I-97840		01 -5431202	OPERATING SUP SHIPPING FEES AS NEEDED	055557	12.85
	I-97959		01 -5431202	OPERATING SUP SHIPPING FEES AS NEEDED	055557	12.30
01-W00040	WALMART COMMUNITY BRC					
	I-03150-1		01 -5653213	SAFETY SUPPLI 22 2 GAL WATER COOLERS	055558	132.00
	I-03754		01 -5431202	OPERATING SUP MISC OFFICE SUPPLIES	055558	228.13
	I-04113		01 -5653215	AWARDS PROGRA FOOD & PRIZES FOR	055558	371.55
	I-06132		01 -5320202	OPERATING EXP MISC. OFFICE SUPPLIES	055558	26.23
	I-09005		01 -5431202	OPERATING SUP MISC OFFICE SUPPLIES	055558	10.55
	I-09411		01 -5653215	AWARDS PROGRA FOOD & PRIZES FOR	055558	11.19
01-W00195	WELDON PARTS INC.					
	C-5628-91-00		01 -5432203	REPAIR & MAIN MISC REPAIR PARTS AS NEED	055561	99.69-
	I-6158-44-00		01 -5432203	REPAIR & MAIN MISC REPAIR PARTS AS NEED	055561	206.58
01-W00269	WHITES TRACTORS					
	I-966704		01 -5542202	OPERATING SUP BLADES FOR MOWERS	055562	102.00
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1355325.001		01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055563	10.18
	I-S1359791.001		01 -5548316	REPAIRS & MAI MISC MAINT ITEMS	055563	53.27
	I-S1359807.001		01 -5548316	REPAIRS & MAI MISC MAINT ITEMS	055563	15.93
	I-S1362131.001		01 -5542203	REPAIRS & MAI REPLACEMENT BULBS	055563	35.27
	I-S1362596.001		01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055563	164.35
	I-S1363630.001		01 -5548316	REPAIRS & MAI MISC MAINT ITEMS	055563	185.34

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00270	WHITE ELECTRICAL SUPPLY	continued				
		I-S1364599.001	01 -5548316	REPAIRS & MAI MISC MAINT ITEMS	055563	67.87
01-Z00010	ZEE MEDICAL INK					
		I-0021975231	01 -5548316	REPAIRS & MAI FIRST AID KITS	055564	547.59
		I-0021975479	01 -5865202	OPERATING SUP FIRST AID SUPPLIES	055564	39.51
			FUND 01	GENERAL FUND	TOTAL:	126,015.81

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201106152594	02 -5267315	TELEPHONE UTI DATA LINE	055363	59.00
01-A00103	ACCURATE LABS & MINING					
		I-SUI4038	02 -5973203	REPAIRS & MAI SUPPLIES FOR TESTING	055428	642.99
01-A00267	AIRGAS					
		I-106959268	02 -5973203	REPAIRS & MAI OXYGEN TANK NEEDED	055430	57.01
		I-106959270	02 -5973203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	055430	73.85
01-A00272	ALDERSON REGIONAL LANDF					
		I-003653	02 -5864308	CONTRACTED LA LANDFILL ROLL OFF FEES	055431	5,160.33
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201106152599	02 -5975328	INTERNET SERV INTERNET SVS-HEREFORD LN UTM	055364	62.95
01-A00423	ALLIED WASTE SERVICES O					
		I-201106202610	02 -5866306	CONTRACTED RE WASTE SVS FEE FOR MAY 2011	055433	139,780.55
01-A00430	ALTIVIA					
		I-200067	02 -5974206	CHEMICALS 2 LOADS OF CAUSTIC - WTP	055434	4,169.70
		I-200300	02 -5974206	CHEMICALS ALUM FOR WTP	055434	3,304.00
		I-201010	02 -5974206	CHEMICALS ALUM FOR WTP	055434	3,228.40
		I-201255	02 -5974206	CHEMICALS CAUSTIC FOR WTP	055434	4,603.20
01-A00465	AMERICAN COMMUNICATIONS					
		I-57250	02 -5267318	RADIO MAINTEN REPAIR PARTS FOR STORM	055435	2,000.00
01-A00570	AMERICAN SOD FARMS					
		I-5226	02 -5975332	LAND IMPROVEM SOD TO REPAIR YARDS	055437	320.00
01-A00582	AT&T					
		I-201106152593	02 -5267315	TELEPHONE UTI INTERNET AT CITY HALL	055365	852.53
01-A00751	ATWOODS					
		I-548/9	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055439	9.89
		I-550/9	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055439	184.96
		I-554/9	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055439	148.11
		I-559/9	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055439	35.81
		I-564/9	02 -5216202	OPERATING SUP SHOVELS FOR METER READERS	055439	73.43
		I-568/9	02 -5974316	REPAIRS & MAI OPEN PO FOR SUPPLIES	055439	55.95
		I-569/9	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055439	149.99
		I-573/9	02 -5974203	REPAIRS & MAI FANS FOR LIFT STATIONS	055439	62.92
		I-574/9	02 -5974203	REPAIRS & MAI FANS FOR LIFT STATIONS	055439	520.51
01-A00770	AUTO PARTS CO					
		I-885607	02 -5974316	REPAIRS & MAI MISC PARTS NEEDED	055441	26.64
		I-885759	02 -5974316	REPAIRS & MAI MISC PARTS NEEDED	055441	3.42
		I-885957	02 -5974316	REPAIRS & MAI MISC PARTS NEEDED	055441	55.29

PACKET: 06758 CLAIMS FOR 6/28/2011
 VENDOR SET: 01
 FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	AUTO PARTS CO		continued			
	I-886235		02 -5974203	REPAIRS & MAI MISC REPAIR PARTS FOR	055441	7.98
	I-886268		02 -5974203	REPAIRS & MAI MISC REPAIR PARTS FOR	055441	451.69
01-B00108	BARNETT OIL & GAS CONST					
	I-10475		02 -5975218	STREET REPAIR LABOR TO HAUL GRAVEL	055442	2,995.00
01-B00180	BEMAC SUPPLY					
	I-S1593583.001		02 -5974316	REPAIRS & MAI MISC SUPPLIES FOR WTP	055444	54.87
	I-S1593646.001		02 -5975209	UTILITY MAINT ITEMS NEEDED FOR REPAIRS	055444	4.36
	I-S1594004.001		02 -5975209	UTILITY MAINT ITEMS NEEDED FOR REPAIRS	055444	49.98
	I-S1595021.001		02 -5975209	UTILITY MAINT ITEMS NEEDED FOR REPAIRS	055444	57.71
	I-S1596364.001		02 -5975209	UTILITY MAINT ITEMS NEEDED FOR REPAIRS	055444	85.25
	I-S1596423.001		02 -5974316	REPAIRS & MAI MISC SUPPLIES FOR WTP	055444	38.43
	I-S1596545.001		02 -5973203	REPAIRS & MAI REPAIR SUPPLES	055444	123.36
	I-S1596649.001		02 -5975209	UTILITY MAINT ITEMS NEEDED FOR REPAIRS	055444	5.88
	I-S1597250.001		02 -5974316	REPAIRS & MAI	055444	100.49
	I-S1597358.001		02 -5975209	UTILITY MAINT ITEMS NEEDED FOR REPAIRS	055444	57.51
	I-S1597629.001		02 -5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055444	134.76
	I-S1597764.001		02 -5974316	REPAIRS & MAI	055444	24.07
	I-S1597765.001		02 -5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055444	48.20
	I-S1597790.001		02 -5974316	REPAIRS & MAI	055445	127.37
	I-S1598340.001		02 -5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055445	17.37
	I-S1598506.001		02 -5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055445	6.96
01-B00490	BRIGGS PRINTING					
	I-57847		02 -5974317	ADVERTISING/P ENVELOPES FOR MAILING	055448	431.00
	I-57898		02 -5216202	OPERATING SUP DOOR HANGER NOTICES	055448	218.00
01-B00491	BRENNTAG SOUTHWEST					
	I-BSW258050		02 -5973206	CHEMICALS 1 TON CHLORYN	055449	610.98
01-C00880	CULLIGAN WATER COND INC					
	I-34900-2011		02 -5974304	LAB TESTING WATER FOR MONTHLY TESTING	055455	24.00
01-D00322	DEPT. OF ENVIR. QUALITY					
	I-OE4521776		02 -5974329	DEQ FEES "A" WATER EXAM FEE	055459	62.00
	I-OE4521779		02 -5974329	DEQ FEES EXAM FEES	055460	62.00
	I-OE4521781		02 -5975329	DEQ FEES EXAM FEES	055461	62.00
	I-OE4521785		02 -5975329	DEQ FEES EXAM FEES	055462	62.00
	I-OE4521786		02 -5974329	DEQ FEES EXAM FEES	055463	62.00
01-D00540	DOLESE BROTHERS					
	I-5-47090-11		02 -5975218	STREET REPAIR 1000 TON GRAVEL	055465	611.42
	I-5-47641-11		02 -5975218	STREET REPAIR 1000 TON GRAVEL	055465	292.38
	I-5-48128-11		02 -5975218	STREET REPAIR 1000 TON GRAVEL	055465	644.81
	I-5-48622-11		02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	055465	490.01
	I-5-48623-11		02 -5975218	STREET REPAIR 1000 TON GRAVEL	055465	278.59
	I-5-49128-11		02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	055465	322.94

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00540	DOLESE BROTHERS			continued		
		I-5-49631-11	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	055465	1,123.54
		I-RM11025005	02 -5975218	STREET REPAIR CONCRETE NEEDED	055465	202.00
		I-RM11025929	02 -5975218	STREET REPAIR CONCRETE NEEDED	055465	774.00
		I-RM11026281	02 -5975218	STREET REPAIR CONCRETE NEEDED	055465	903.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-1102602	02 -5973304	LAB TESTING MONTHLY TESTING	055469	54.47
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201106202614	02 -5216212	FUEL EXPENSE FUEL EXP-UTIL BILLING	055474	301.03
		I-201106202614	02 -5864212	FUEL EXPENSE FUEL EXP-LANDFILL	055474	91.89
		I-201106202617	02 -5216212	FUEL EXPENSE FUEL EXP-UTIL BILLING	055475	609.54
		I-201106202617	02 -5864212	FUEL EXPENSE FUEL EXP-LANDFILL	055475	571.57
		I-201106202617	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	055475	1,628.69
		I-201106202617	02 -5871212	FUEL EXPENSE FUEL EXP-ENGINEERING	055475	155.61
		I-201106202617	02 -5974212	FUEL EXPENSE FUEL EXP-WTP	055475	468.56
		I-201106202617	02 -5973212	FUEL EXPENSE FUEL EXP-WWT	055475	991.25
		I-201106202617	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	055475	2,853.10
		I-201106202617	02 -5972212	FUEL EXPENSE FUEL EXP-UTIL DIRECTOR	055475	229.50
01-F00037	FASTENAL					
		I-OKMCA96951	02 -5974316	REPAIRS & MAI REPAIR SUPPLIES FOR GATES	055476	19.23
		I-OKMCA96971	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC SUPPLIES	055476	106.21
		I-OKMCA97140	02 -5974316	REPAIRS & MAI REPAIR SUPPLIES FOR GATES	055476	317.47
		I-OKMCA97230	02 -5975204	SMALL TOOLS METAL CUTTING BAND SAW	055476	1,059.15
		I-OKMCA97231	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC SUPPLIES	055476	146.37
		I-OKMCA97233	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC SUPPLIES	055476	104.10
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201106082588	02 -5267314	GAS UTILITY GAS EXP-HEREFORD LANE	055354	23.82
01-H00020	H L'S PAWN SHOP					
		I-1407	02 -5216202	OPERATING SUP 3-FLASHLIGHTS FOR METER	055483	304.94
		I-6287-50	02 -5216202	OPERATING SUP 3-FLASHLIGHTS FOR METER	055483	132.99
01-I00110	IMPRESS OFFICE SUPPLY					
		I-032449	02 -5974317	ADVERTISING/P WATER REPORT COPIES	055487	332.29
		I-032508	02 -5972202	OPERATING SUP OFFICE SUPPLIES	055487	18.99
		I-032532	02 -5974317	ADVERTISING/P COPIES OF ANNUAL WATER	055487	891.00
		I-032583	02 -5972202	OPERATING SUP OFFICE SUPPLIES	055487	49.90
		I-032612	02 -5871202	OPERATING SUP MISC OFFICE SUPPLIES NEED	055487	53.90
01-I00120	TYLER TECHNOLOGIES					
		I-201106202604	02 -5216336	FEES MONTHLY SUPPORT-UTIL BILLING	055488	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201106152598	02 -5267313	ELECTRIC UTIL ELECT UTIL-HEREFORD LANE UTM	055367	478.34

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00274	KONE CRANES					
		I-TUL00585881	02 -5973316	REPAIRS & MAI INSPECTION REQUIRED	055497	305.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01404	02 -5974203	REPAIRS & MAI MISC REPAIR ITEMS	055501	115.40
		I-01478	02 -5973316	REPAIRS & MAI SHOP DOORS AND HDWE	055501	99.05
		I-02261	02 -5974316	REPAIRS & MAI MISC SUPPLIES AS NEEDED	055501	31.00
		I-05970	02 -5973316	REPAIRS & MAI SHOP DOORS AND HDWE	055501	62.18
		I-07128	02 -5974203	REPAIRS & MAI MISC REPAIR ITEMS	055501	9.83
		I-09730	02 -5975202	OPERATING SUP SUPPLIES NEEDED FOR	055501	167.53
		I-10482	02 -5974203	REPAIRS & MAI MISC REPAIR ITEMS	055501	377.09
		I-10483	02 -5974316	REPAIRS & MAI MISC SUPPLIES AS NEEDED	055501	83.89
		I-12125	02 -5974316	REPAIRS & MAI MISC SUPPLIES AS NEEDED	055501	54.70
		I-901884	02 -5975202	OPERATING SUP SUPPLIES NEEDED FOR	055502	1,112.87
		I-902261	02 -5974203	REPAIRS & MAI MISC REPAIR ITEMS	055502	31.00
		I-90399	02 -5973316	REPAIRS & MAI SHOP DOORS AND HDWE	055502	74.20
		I-907128	02 -5975202	OPERATING SUP MISC REPAIR& MAINT ITEMS	055502	9.83
		I-909319	02 -5975202	OPERATING SUP MISC REPAIR& MAINT ITEMS	055502	105.59
01-L00429	LOVE BOTTLING CO.					
		I-5-31-11	02 -5973304	LAB TESTING TESTING WATER	055504	27.00
		I-8108294	02 -5973304	LAB TESTING TESTING WATER	055504	27.00
		I-81609591	02 -5973304	LAB TESTING TESTING WATER	055504	27.00
01-MC0206	MCALESTER WELDING SUPPL					
		I-455202	02 -5974203	REPAIRS & MAI TORCH KIT, WELDING HELMET	055511	220.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-03600539	02 -5974317	ADVERTISING/F OPEN PO FOR PUBLICATIONS	055516	113.15
		I-03600571	02 -5871202	OPERATING SUP AD FOR BID: SANDY C CANAL	055516	32.77
		I-05601215	02 -5974317	ADVERTISING/F OPEN PO FOR PUBLICATIONS	055516	118.39
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-09-02-06	02 -5974401	CAPITAL OUTLA WTP FILTER: CLEARWELL IMP	055520	2,235.00
01-O00075	O'REILLY AUTO PARTS					
		I-0230-340975	02 -5973203	REPAIRS & MAI MISC SUPPLIES-BOTH PLANTS	055521	506.54
		I-0230-341594	02 -5973203	REPAIRS & MAI MISC SUPPLIES-BOTH PLANTS	055521	13.98
01-O00527	OKLA TRAFFIC ENGINEERIN					
		I-2011-13	02 -5871331	EMPLOYEE TRAV OTEA REGISTRATION FEES	055526	150.00
01-P00078	PAMLI N. JOSLIN					
		I-358	02 -5216207	CLOTHING ALLO CLOTHING ALLOW FOR EMPS	055528	142.00
		I-360	02 -5975207	CLOTHING ALLO CLOTHING ALLOW FOR EMPS	055528	139.00
		I-361	02 -5216207	CLOTHING ALLO CLOTHING ALLOW FOR EMPS	055528	142.00
		I-362	02 -5975207	CLOTHING ALLO CLOTHING ALLOWANCE	055528	144.00
01-P00420	POSTMASTER					

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00420	POSTMASTER					
			continued			
		I-JUNE 2011	02 -5974317	ADVERTISING/P POSTAGE FOR MAILING	055531	4,000.00
01-P00528	PROFESSIONAL PAVEMENT P					
		I-90802	02 -5871204	SMALL TOOLS SIGN RETROFLECTOMETER	055533	9,775.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201106082587	02 -5267313	ELECTRIC UTIL ELECT EXP-RECYCLE CTR	055355	48.88
		I-201106082587	02 -5267313	ELECTRIC UTIL ELECT EXP-BUFFALO WTR TOWER	055355	62.06
		I-201106082587	02 -5267313	ELECTRIC UTIL ELECT EXP-MPWA	055355	34,074.07
01-R00050	RADIO SHACK					
		I-024139	02 -5974203	REPAIRS & MAI 250V 3AMP BUSS FUSES	055535	25.51
01-S00150	SEARS COMMERCIAL ONE					
		I-034679011514	02 -5974204	SMALL TOOLS MISC TOOLS NEEDED	055539	1,098.76
01-S00234	SHARE CORPORATION					
		I-777204	02 -5973316	REPAIRS & MAI WELDING RODS NEEDED	055540	336.70
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-91701	02 -5974206	CHEMICALS POLYMER FOR WTP	055544	2,688.00
		I-91778	02 -5974206	CHEMICALS COPPER SULFATE FOR WTP	055544	100.00
		I-91778A	02 -5974206	CHEMICALS COPPER SULFATE	055544	4,500.00
		I-91839	02 -5974206	CHEMICALS PHOSPHATE CP-31 FOR WTP	055544	2,103.20
		I-91871	02 -5974206	CHEMICALS POWDERED ACTIVATED CARBON	055544	2,200.00
		I-91872	02 -5974206	CHEMICALS POLYMER FOR WTP	055544	2,688.00
01-S00580	AT & T					
		I-201106082585	02 -5267315	TELEPHONE UTI TELEPHONE EXP-MPWA	055556	2,478.27
01-S00726	STAPLES ADVANTAGE					
		I-05810	02 -5975202	OPERATING SUP 24 LB PAPER FOR WATER	055546	110.97
		I-60768	02 -5975202	OPERATING SUP OFFICE SUPPLIES	055546	89.71
		I-82767	02 -5973203	REPAIRS & MAI MISC OFFICE SUPPLIES	055547	209.64
01-T00010	T. H. ROGERS LUMBER CO.					
		I-67096	02 -5972202	OPERATING SUP LOCKS FOR CITY FACILITIES	055550	89.88
		I-67096	02 -5973316	REPAIRS & MAI LOCKS FOR CITY FACILITIES	055550	239.76
		I-67096	02 -5975202	OPERATING SUP LOCKS FOR CITY FACILITIES	055550	239.76
01-T00141	TEXAS REFINERY CORP					
		I-869809	02 -5973203	REPAIRS & MAI GREASE FOR MACHINERY	055551	375.50
01-U00051	UTILITY SUPPLY CO.					
		I-053267	02 -5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055555	227.58
		I-053270	02 -5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055555	597.46
		I-053271	02 -5216202	OPERATING SUP HAND PUMPS FOR METER	055555	136.00
		I-053272	02 -5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055555	139.99

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00053	UTILITY SUPPLY					
		I-052959	02 -5975211	WATER METERS OPEN PO FOR WATER METERS	055556	73.43
		I-053105	02 -5975211	WATER METERS OPEN PO FOR WATER METERS	055556	3,022.44
		I-053106	02 -5975211	WATER METERS OPEN PO FOR WATER METERS	055556	29.17
		I-053268	02 -5975334	SEWER MAIN RE MISC SUPPLIES AS NEEDED	055556	455.16
		I-053433	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	055556	518.70
		I-053434	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	055556	190.04
		I-053436	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	055556	139.14
		I-053437	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	055556	55.95
		I-053438	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	055556	13.80
01-U00128	UNITED PACKAGING & SHIP					
		I-98031	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	055557	63.06
		I-98177	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	055557	79.79
01-W00130	WATER PRODUCTS					
		I-0864663-IN	02 -5975334	SEWER MAIN RE 100 TAP SADDLES FOR	055560	2,595.00
		I-0864664-IN	02 -5975333	WATER MAIN RE METER NIPPLES NEEDED	055560	1,200.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1364155.001	02 -5974316	REPAIRS & MAI SUPPLIES FOR REPAIRS	055563	188.44
01-Z00010	ZEE MEDICAL INK					
		I-0021975528	02 -5973203	REPAIRS & MAI 2-FIRST AID CABINETS WITH	055564	199.99
		I-0021975529	02 -5973203	REPAIRS & MAI 2-FIRST AID CABINETS WITH	055564	199.99
FUND 02 MPWA						TOTAL: 273,892.20

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201106202617	03 -5876212	FUEL EXPENSE FUEL EXP-AIRPORT	055475	387.13
			FUND 03	AIRPORT AUTHORITY	TOTAL:	387.13

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201106082587	05 -5218313	ELECTRIC UTIL ELECT EXP-PARKING AUTH	055355	146.69
			FUND	05 PARKING AUTHORITY	TOTAL:	146.69

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276	A LEROY DICK					
		I-201106202622	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	055432	83.50
01-D00213	DEBBIE COMPTON					
		I-201106202620	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	055458	195.00
		I-201106202621	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	055458	162.50
01-E00207	EMMA E. BELLIS					
		I-201106202618	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	055468	195.00
		I-201106202619	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	055468	130.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201106202614	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	055474	770.31
01-S00726	STAPLES ADVANTAGE					
		C-3155287644	08 -5549202	OPERATING SUP OFFICE SUPPLIES NEEDED	055546	47.48-
		C-3156101293	08 -5549202	OPERATING SUP OFFICE SUPPLIES NEEDED	055546	29.03-
		I-3155287645	08 -5549202	OPERATING SUP OFFICE SUPPLIES NEEDED	055546	93.48
		I-3156101292	08 -5549202	OPERATING SUP OFFICE SUPPLIES NEEDED	055546	81.90
		I-61282	08 -5549202	OPERATING SUP OFFICE SUPPLIES NEEDED	055546	10.08
				FUND 08 NUTRITION	TOTAL:	1,645.26

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00462	GREEN COUNTRY TESTING,	I-43689	09 -5864327	SUB TITLE D E TESTING ON WATER IN SOIL	055481	375.00
01-K00005	K-BAR CO CONSTRUCTION	I-12897	09 -5864410	LAND IMPROVEM	055493	3,285.00
			FUND 09	LANDFILL RES./SUB-TITLE D	TOTAL:	3,660.00

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
		I-57897	27 -5655214	TOURISM EXPEN POSTCARDS FOR HOG RALLY	055448	542.00
01-B00498	BRITNEE C WILSON					
		I-10-02897	27 -5655348	FESTIVAL/JULY CONCERT FOR JULY 4TH	055451	500.00
01-E00415	EXTREME INFLATABLES, IN					
		I-6/16/11	27 -5655348	FESTIVAL/JULY INFLATABLES FOR JULY 4TH	055472	4,030.00
			FUND 27	TOURISM FUND	TOTAL:	5,072.00

PACKET: 06758 CLAIMS FOR 6/28/2011
 VENDOR SET: 01
 FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201106152596	28 -5654314	GAS UTILITY GAS UTILITY- EXPO	055366	1,434.51
01-F00015	FLEETCOR TECHNOLOGIES	I-201106202614	28 -5654212	FUEL EXPENSE FUEL EXP-EXPO	055474	179.88
01-G00490	GRISSOM IMPLEMENT INC	I-213641	28 -5654203	REPAIR & MAIN MOWER BLADES	055482	58.29
01-J00110	JACKIE BRANNON CORR. CT	I-F196	28 -5654308	CONTRACT SERV MONTHLY INMATE FEES	055490	153.40
01-L00428	LOWE'S CREDIT SERVICES	I-906349	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	055502	21.48
		I-909548	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	055503	51.35
01-P00078	FAMLI N. JOSLIN	I-359	28 -5654207	CLOTHING ALL CLOTHING ALLOW FOR EMPS	055528	135.00
01-P00210	PEPSI COLA	I-173080	28 -5654210	CONCESSION SU SUPPLIES FOR JULY 4TH	055529	300.00
01-P00510	PRO-KIL, INC	I-62186	28 -5654316	REPAIRS & MAI 6 MONTH PEST CONTROL COST	055532	365.00
01-S00009	SADLER PAPER CO	I-26467	28 -5654202	OPERATING SUP RESTROOM SUPPLIES	055538	444.08
01-S00726	STAPLES ADVANTAGE	I-61870	28 -5654210	CONCESSION SU CASH REG. FOR CONCESSION	055546	1.63
			FUND 28 SE EXPO CENTER	TOTAL:		3,144.62

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T						
		I-201106082584	29	-5324315	TELEPHONE UTI TELEPHONE EXP-E-911 WIRELESS	055351	228.36
		I-201106152594	29	-5324401	CAPITAL OUTLA 911 EQUIP LEASE	055363	2,403.33
01-B00354	BLACKBOARD CONNECT, INC						
		I-1067887	29	-5324308	CONTRACTED SE BLACKBOARD CONNECT SVS	055446	31,436.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201106202614	29	-5324212	FUEL EXPENSE FUEL EXP-E911	055474	140.54
01-H00054	HAMPTON INN						
		I-10-02813	29	-5324331	EMPLOYEE TRAV TRAVEL EXP-OLETS SCHOOL	055484	328.00
01-S00726	STAPLES ADVANTAGE						
		I-60886	29	-5324202	OPERATING SUP MISC OFFICE SUPPLIES	055546	106.85
				FUND	29 E-911	TOTAL:	34,643.08

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-E00279	EST, INC.					
		I-24677	30 -5652350	BUSINESS DEVE SOIL BORING @ ELKS RD.	055470	2,150.00
		I-24679	30 -5652350	BUSINESS DEVE BORING FEES	055470	7,550.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	9,700.00

PACKET: 06758 CLAIMS FOR 6/28/2011
 VENDOR SET: 01
 FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY					
		I-S1595398.001	32 -5215405	CAPITAL OUTLA HC URINAL FOR STIPE CTR	055444	99.72
01-E00417	RAINBOW FIREWORKS					
		I-VD190003-A	32 -5215306	EXPENSE FOR J FIREWORKS SHOP	055473	10,000.00
01-L00380	LOCKE SUPPLY CO.					
		I-15356027-00	32 -5215405	CAPITAL OUTLA ADA WATER FOUNTAIN	055500	375.39
		I-15357468-00	32 -5215405	CAPITAL OUTLA FLUSH VALVE FOR URINAL	055500	318.68
01-S00243	SHAWN LEE MELTON					
		I-762559	32 -5215405	CAPITAL OUTLA ADA HANDRAILS FOR ROTARY	055541	1,650.00
			FUND	32 GIFTS & CONTRIBUTIONS	TOTAL:	12,443.79

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00037	A-1 RADIATOR SHOP					
		I-279283	35 -5862203	REPAIRS & MAI RADIATOR REPAIR FOR	055427	72.50
01-A00751	ATWOODS					
		I-555/9	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	055439	70.97
01-A00770	AUTO PARTS CO					
		C-885273 CR	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	90.44-
		I-885132	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	71.64
		I-885138	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	7.96
		I-885165	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	121.75
		I-885167	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	6.98
		I-885203	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	17.58
		I-885235	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	247.30
		I-885258	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	18.84
		I-885418	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	99.96
		I-885440	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	175.25
		I-885498	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	5.69
		I-885524	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	17.99
		I-885556	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	20.47
		I-885586	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055440	111.00
		I-885589	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055441	1.52
		I-885617	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055441	55.70
		I-885647	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	055441	44.11
		I-886066	35 -5862203	REPAIRS & MAI OIL FOR COMPACTOR @ LF	055441	446.00
01-B00150	BEALES GOODYEAR TIRES					
		I-MC184619	35 -5862203	REPAIRS & MAI TIRES FOR UTM W-8 TRUCK	055443	557.12
		I-MC184620	35 -5862203	REPAIRS & MAI TIRE FOR HAZMAT TRAILER	055443	261.50
01-C00489	UNITED FUEL & ENERGY/CL					
		I-1249833-IN	35 -5862203	REPAIRS & MAI 6 MONTH LEASE FEE	055454	200.00
		I-1249848-IN	35 -5862203	REPAIRS & MAI 6 MONTH LEASE FEE	055454	200.00
01-D00152	DAVID'S TRADING YARD					
		I-893454	35 -5862203	REPAIRS & MAI SHORT & LONG SHAFT	055457	613.90
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201106202614	35 -5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	055474	278.34
01-F00310	FRONTIER INTNL. TRUCKS,					
		I-822092	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR W-44 PU	055477	170.21
		I-822742	35 -5862203	REPAIRS & MAI PARTS FOR W-43 REPAIRS	055477	747.70
		I-822968	35 -5862203	REPAIRS & MAI PARTS FOR W-43 REPAIRS	055477	1,049.02
01-G00310	GIB'S TRANSMISSION, INC					
		I-2241	35 -5862203	REPAIRS & MAI R&R TRANS - UTM	055565	412.00
		I-2243	35 -5862203	REPAIRS & MAI REBUILD TRANS-POL. UNIT48	055565	1,604.00

PACKET: 06758 CLAIMS FOR 6/28/2011
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00490	GRISSOM IMPLEMENT INC					
		I-212383	35 -5862203	REPAIRS & MAI ARM FOR PK-21	055482	35.50
		I-215348	35 -5862203	REPAIRS & MAI SPRING FOR S-35 SWEEPER	055482	32.75
01-K00190	YELLOWHOUSE MACHINERY C					
		I-901100	35 -5862203	REPAIRS & MAI REPLACEMENT SWITCH	055495	174.69
		I-901154	35 -5862203	REPAIRS & MAI PARTS FOR PK-12 & UTM-9	055495	61.74
		I-901155	35 -5862203	REPAIRS & MAI PARTS FOR PK-12 & UTM-9	055495	32.63
01-N00270	NIX AUTO CENTER, INC.					
		I-67296	35 -5862203	REPAIRS & MAI A/C FOR UNIT 66 - TAHOE	055517	44.10
01-000075	O'REILLY AUTO PARTS					
		C-230-337802 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	153.48-
		I-230-337234	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	83.46
		I-230-337300	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	2.79
		I-230-337353	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	44.24
		I-230-337570	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	101.36
		I-230-337761	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	197.72
		I-230-337800	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	87.40
		I-230-338527	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	176.67
		I-230-339029	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	055521	22.86
01-R00480	ROGER KEY EQUIPMENT					
		I-88039	35 -5862203	REPAIRS & MAI PARTS FOR PK16 MOWER	055537	385.86
01-S00710	STANDARD MACHINE LLC					
		I-219700	35 -5862203	REPAIRS & MAI REPAIR AXLE ON PK-25	055545	360.00
01-S00871	STEWART MARTIN EQUIPMEN					
		I-64955	35 -5862203	REPAIRS & MAI BELTS FOR CEMETERY MOWERS	055548	385.00
01-W00040	WALMART COMMUNITY BRC					
		I-002893	35 -5862203	REPAIRS & MAI KEYS & SUPPLIES FOR SHOP	055558	43.82
		I-05111	35 -5862203	REPAIRS & MAI KEYS & SUPPLIES FOR SHOP	055558	43.82
01-W00072	WARREN CAT					
		I-W0100075647	35 -5862203	REPAIRS & MAI PARTS & LABOR FOR REPAIRS	055559	2,079.86
			FUND	35 FLEET MAINTENANCE	TOTAL:	11,859.35

PACKET: 06758 CLAIMS FOR 6/28/2011

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100044	ICOM AMERICA, INC	I-11827661	41 -5431401	CAPITAL OUTLA NEW RADIO UNITS FOR FIRE	055486	1,399.33
			FUND	41 CIP FUND	TOTAL:	1,399.33
				REPORT GRAND TOTAL:		484,009.26

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2010-2011	01 -2105	COLLECTION AGENCY 25% (COU	5,621.83				
	01 -5101319	MISCELLANEOUS	275.50	5,000	830.01		
	01 -5210302	CONSULTANTS/LABOR RELATION	10,282.07	96,893	33,631.61-	Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	345.92	6,000	264.20		
	01 -5211202	OPERATING SUPPLIES	8.94	7,100	1,147.48		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	690.00	5,000	1,283.10		
	01 -5212308	CONTRACTED SERVICES	318.24	16,115	6,495.58		
	01 -5213336	FEES	200.40	3,000	313.28		
	01 -5214302	CONSULTANTS	5,562.80	109,200	375.84-	Y	
	01 -5215202	OPERATING SUPPLIES	265.74	6,800	1,318.63		
	01 -5215313	ELECTRIC UTILITY	25,436.37	360,000	62,096.23		
	01 -5215314	GAS UTILITY	310.74	15,000	1,744.52		
	01 -5215315	TELEPHONE UTILITY	218.43	65,000	29,061.79		
	01 -5215318	RADIO MAINTENANCE	7,000.00	7,000	0.00		
	01 -5215322	LIABILITY INSURANCE/BONDS	175.00	177,400	35,144.19		
	01 -5215323	DAMAGES	900.00	25,000	20,364.86		
	01 -5225202	OPERATING SUPPLIES	584.31	1,700	1,024.26		
	01 -5225212	FUEL EXPENSE	145.46	1,400	164.45		
	01 -5225349	SOFTWARE MAINTENANCE	450.00	32,090	1,454.70		
	01 -5225401	COMPUTER TECHNOLOGY	399.98	20,000	4,202.79		
	01 -5320202	OPERATING EXPENSE	45.70	3,650	5.16		
	01 -5321202	OPERATING SUPPLIES	257.53	15,400	2,336.23		
	01 -5321212	FUEL EXPENSE	11,625.40	132,300	24,981.51		
	01 -5321325	FIRING RANGE	121.10	10,000	2,530.11		
	01 -5322212	FUEL EXPENSE	452.83	6,200	1,411.22		
	01 -5431202	OPERATING SUPPLIES	320.08	13,000	46.87		
	01 -5431203	REPAIRS & MAINT SUPPLIES	636.89	14,900	1,938.49		
	01 -5431204	SMALL TOOLS	97.95	4,500	74.84		
	01 -5431212	FUEL EXPENSE	2,004.90	16,700	541.52-	Y	
	01 -5431316	REPAIRS & MAINTENANCE	1,360.66	6,400	55.89		
	01 -5431328	INTERNET SERVICE	125.90	2,325	95.47		
	01 -5431330	DUES & SUBSCRIPTIONS	150.00	7,000	2.34		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	505.63	7,500	457.46		
	01 -5432202	OPERATING SUPPLIES	1,484.47	17,450	507.26		
	01 -5432203	REPAIR & MAINT SUPPLIES	106.89	7,000	1,294.14		
	01 -5432212	FUEL EXPENSE	1,804.61	15,700	2,359.87		
	01 -5432316	REPAIRS & MAINTENANCE	403.87	7,000	25.06		
	01 -5432330	DUES & SUBSCRIPTIONS	1,250.00	1,250	0.00		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	627.78	1,500	56.32		
	01 -5542202	OPERATING SUPPLIES	802.50	20,600	1,584.49		
	01 -5542203	REPAIRS & MAINT SUPPLIES	719.46	38,000	712.40		
	01 -5542212	FUEL EXPENSE	2,655.88	45,730	12,822.98		
	01 -5542308	CONTRACTED SERVICES	128.61	16,100	1,518.83		
	01 -5542316	REPAIRS & MAINTENANCE	110.10	17,990	3,470.56		
	01 -5542328	INTERNET SERVICE	148.60	2,000	243.80		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5543202	OPERATING SUPPLIES	400.00	11,500	343.01				
01	-5543203	REPAIRS & MAINT SUPPLIES	1,719.43	14,600	586.47				
01	-5543316	REPAIRS & MAINTENANCE	2,837.08	9,800	987.57				
01	-5544202	OPERATING SUPPLIES	550.00	12,050	499.85				
01	-5544203	REPAIRS & MAINTENANCE SUPP	242.14	4,500	391.05				
01	-5544206	CHEMICALS	1,112.50	2,000	102.19				
01	-5544207	CLOTHING ALLOWANCE	79.99	600	125.01				
01	-5544212	FUEL EXPENSE	402.89	1,500	157.16-	Y			
01	-5544308	CONTRACT LABOR	700.00	21,600	4,134.50				
01	-5547212	FUEL EXPENSE	257.00	10,300	4,093.87				
01	-5548202	OPERATING SUPPLIES	396.35	3,700	2,216.48				
01	-5548203	REPAIRS & MAINTENANCE SUPP	174.53	45,634	389.65				
01	-5548212	FUEL EXPENSE	628.98	5,700	512.69				
01	-5548316	REPAIRS & MAINTENANCE	3,973.99	16,810	2,928.09				
01	-5548328	INTERNET SERVICE	75.65	905	3.20				
01	-5652212	FUEL EXPENSE	403.69	5,800	1,900.58				
01	-5652318	ABATEMENTS	2,558.00	12,000	158.49				
01	-5653212	FUEL EXPENSE	90.48	800	123.90				
01	-5653213	SAFETY SUPPLIES	693.40	10,000	2,080.96				
01	-5653215	AWARDS PROGRAM	1,723.86	9,000	1,406.88				
01	-5653348	DRUG TESTING/PHYSICALS	175.00	11,500	850.65				
01	-5865202	OPERATING SUPPLIES	39.51	4,000	80.91				
01	-5865212	FUEL EXPENSE	2,197.81	23,300	1,277.11				
01	-5865218	STREET REPAIRS & MAINTENAN	17,368.81	240,000	4,421.20				
01	-5865328	INTERNET SERVICE	75.65	1,670	102.23				
02	-5216202	OPERATING SUPPLIES	865.36	18,180	2,603.56				
02	-5216207	CLOTHING ALLOWANCE	284.00	1,120	61.70-	Y			
02	-5216212	FUEL EXPENSE	910.57	10,300	2,903.14				
02	-5216336	FEES	293.16	4,500	1,275.24				
02	-5267313	ELECTRIC UTILITY	34,663.35	562,000	160,901.59				
02	-5267314	GAS UTILITY	23.82	6,500	1,113.69				
02	-5267315	TELEPHONE UTILITY	3,389.80	51,875	1,664.01				
02	-5267318	RADIO MAINTENANCE	2,000.00	2,000	0.00				
02	-5864212	FUEL EXPENSE	663.46	37,500	12,343.87				
02	-5864308	CONTRACTED LANDFILL SERVIC	5,160.33	60,400	4,476.00				
02	-5866212	FUEL EXPENSE	1,628.69	20,000	4,127.88				
02	-5866306	CONTRACTED REFUSE SERVICES	139,780.55	1,650,432	136,847.54				
02	-5871202	OPERATING SUPPLIES	86.67	4,000	1,838.94				
02	-5871204	SMALL TOOLS	9,775.00	10,250	475.00				
02	-5871212	FUEL EXPENSE	155.61	4,000	1,611.31				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	150.00	3,880	1,419.85				
02	-5972202	OPERATING SUPPLIES	158.77	2,750	500.69				
02	-5972212	FUEL EXPENSE	229.50	2,000	482.96				
02	-5973203	REPAIRS & MAINT SUPPLIES	2,759.53	57,500	3,995.46				
02	-5973206	CHEMICALS	610.98	6,500	191.48				

** 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	-5973212	FUEL EXPENSE	991.25	11,200	795.50		
02	-5973304	LAB TESTING	135.47	23,300	6,656.90		
02	-5973316	REPAIRS & MAINTENANCE	1,259.74	27,960	10,416.20		
02	-5974203	REPAIRS & MAINT SUPPLIES	2,350.69	56,000	1,955.73		
02	-5974204	SMALL TOOLS	1,098.76	1,500	3.78		
02	-5974206	CHEMICALS	29,584.50	484,600	68,415.57		
02	-5974212	FUEL EXPENSE	468.56	21,000	3,521.64		
02	-5974304	LAB TESTING	24.00	37,200	12,948.95		
02	-5974316	REPAIRS & MAINTENANCE	1,181.26	67,240	449.10		
02	-5974317	ADVERTISING/PRINTING/POSTA	5,885.83	7,800	103.24		
02	-5974329	DEQ FEES	186.00	6,800	226.70		
02	-5974401	CAPITAL OUTLAY	2,235.00	28,993	5,000.00		
02	-5975202	OPERATING SUPPLIES	3,926.21	29,090	1,967.79		
02	-5975204	SMALL TOOLS	1,059.15	1,500	440.85		
02	-5975207	CLOTHING ALLOWANCE	283.00	2,500	30.09		
02	-5975209	UTILITY MAINTENANCE SUPP.	260.69	32,500	969.95		
02	-5975211	WATER METERS	3,125.04	30,200	4,060.48		
02	-5975212	FUEL EXPENSE	2,853.10	40,000	8,728.91		
02	-5975218	STREET REPAIRS & MAINTENAN	8,637.69	128,350	29,173.39		
02	-5975328	INTERNET SERVICE	62.95	1,010	119.49		
02	-5975329	DEQ FEES	124.00	1,125	160.00		
02	-5975332	LAND IMPROVEMENTS	320.00	12,000	1,666.60		
02	-5975333	WATER MAIN REPAIR	1,200.00	18,000	10.00		
02	-5975334	SEWER MAIN REPAIR	3,050.16	13,325	612.25		
03	-5876212	FUEL EXPENSE	387.13	3,000	836.12		
05	-5218313	ELECTRIC UTILITY	146.69	2,900	1,544.84		
08	-5549202	OPERATING SUPPLIES	108.95	750	274.72		
08	-5549212	FUEL EXPENSE	770.31	9,400	1,618.48		
08	-5549308	CONTRACT SERVICES	766.00	15,600	2,851.67		
09	-5864327	SUB TITLE D EXPENSE	375.00	331,317	264,089.73		
09	-5864410	LAND IMPROVEMENTS	3,285.00	175,750	5,194.54		
27	-5655214	TOURISM EXPENSE	542.00	20,085	4,747.00		
27	-5655348	FESTIVAL/JULY 4TH	4,530.00	16,000	7,565.00		
28	-5654202	OPERATING SUPPLIES	444.08	7,500	692.27		
28	-5654203	REPAIR & MAINT SUPPLIES	131.12	16,329	1,245.43		
28	-5654207	CLOTHING ALLOWANCE	135.00	805	16.02		
28	-5654210	CONCESSION SUPPLIES	301.63	30,000	978.94		
28	-5654212	FUEL EXPENSE	179.88	2,400	836.07		
28	-5654308	CONTRACT SERVICES	153.40	4,500	652.02		
28	-5654314	GAS UTILITY	1,434.51	19,355	234.86-	Y	
28	-5654316	REPAIRS & MAINTENANCE	365.00	26,100	138.46		
29	-5324202	OPERATING SUPPLIES	106.85	5,000	80.05		
29	-5324212	FUEL EXPENSE	140.54	2,000	671.66		
29	-5324308	CONTRACTED SERVICES	31,436.00	87,000	12,408.20		
29	-5324315	TELEPHONE UTILITY	228.36	97,900	57,166.94		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
29	-5324331	EMPLOYEE TRAVEL & TRAININ	328.00	5,000	2,180.11		
29	-5324401	CAPITAL OUTLAY	2,403.33	48,580	15,992.37		
30	-5652350	BUSINESS DEVELOPMENT EXPEN	9,700.00	15,000	500.00		
32	-5215306	EXPENSE FOR JULY 4TH EVENT	10,000.00	10,000	0.00		
32	-5215405	CAPITAL OUTLAY ADA COMPLIA	2,443.79	38,951	5,579.76		
35	-5862203	REPAIRS & MAINTENANCE SUPP	11,581.01	409,485	99,198.77		
35	-5862212	FUEL EXPENSE	278.34	15,000	2,621.06		
41	-5431401	CAPITAL OUTLAY	1,399.33	7,840	5.46		
**	2010-2011 YEAR TOTALS	**	484,009.26				

NO ERRORS

** END OF REPORT **

PACKET: 06758 CLAIMS FOR 6/28/2011

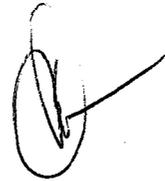
VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	6/2011	126,015.81CR
02	6/2011	273,892.20CR
03	6/2011	387.13CR
05	6/2011	146.69CR
08	6/2011	1,645.26CR
09	6/2011	3,660.00CR
27	6/2011	5,072.00CR
28	6/2011	3,144.62CR
29	6/2011	34,643.08CR
30	6/2011	9,700.00CR
32	6/2011	12,443.79CR
35	6/2011	11,859.35CR
41	6/2011	1,399.33CR
=====		
ALL		484,009.26CR



June 7, 2011

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

RE: Member : City of McAlester
 Claimant : Steven and Gina Boatner
 Date of Loss : 4-23-11
 Claim No. : 30527-ME

Dear Ms. Middleton:

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

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim. Thus to begin the 180-day statute of limitations prior to 7-27-2011, 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 claimants **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of 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,



Mary Ellis, CPCU
Senior Claims Examiner

P.O. Box 691719
Tulsa, OK 74169
918-439-9442
1-800-234-9461
Fax: 918-439-9443
www.omag.org

June 7, 2011

Mr. and Mrs. Steve Boatner
507 S. 15th Street
McAlester, OK 74501

RE: Member : City of McAlester
Claimant : Steven and Gina Boatner
Date of Loss : 4-23-11
Claim No. : 30527-ME

Dear Mr. and Mrs. Boatner:

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

Our investigation indicates that the cause of the sanitary sewer overflow on 4-23-11 is unknown. The City had no knowledge of this problem until after the sanitary sewer overflow into your home.

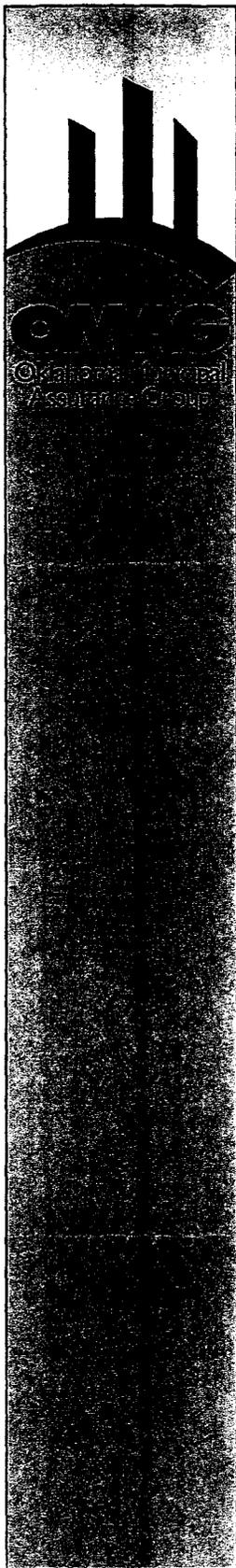
Therefore, we have determined that the City of McAlester was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City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

Sincerely,

Mary Ellis, CPCU
Senior Claims Examiner

cc: City of McAlester ✓

P.O. Box 691719
Tulsa, OK 74169
918-439-9442
1-800-234-9461
Fax: 918-439-9443
www.omag.org



Kiamichi Area Nutrition Project, Inc. *McAlester*



Office of City Manager

JUN 07 2011

Received

MEMORANDUM

TO: Center Sponsors in the Cities/Towns of Antlers, Boswell, Broken Bow, Garvin, Hartshorne, Hugo, Idabel, Kiowa, McAlester, Poteau, Spiro, Stigler, Valliant and Wilburton; Choctaw Nation; and Pushmataha and Pittsburg Counties

FROM: Carla Brunson, Project Director, K ANP, Inc.

DATE: June 2, 2011

SUBJECT: FY 2012 Project/Center Sponsor Contract and Budget

Enclosed you will find the FY2012 Contract and Budget for your Nutrition Center. The Budget is of course tentative and because of a \$50,000 reduction in funding for FY 2012 (ARRA/Stimulus) you will see that staff's longevity was taken out of the budget. Depending on how the funding plays out throughout the year (if we are cut further or if we have any additional funds) we may reinstate this budget item at the end of the fiscal year. We know how hard the nutrition center staff works and we really appreciate everything they do and this is not something we took lightly, however, it came down between closing a center and paying bonuses.

I appreciate all our center sponsors so very much and look forward to another great year partnering together to serve our older and in some cases most fragile citizens.

Please sign and have notarized the enclosed contract. Also enclosed is a self-addressed stamped envelope for your convenience. I will need the contract returned by July 22nd, 2011. I cannot send July's reimbursement check until I have received the signed and notarized contract. Upon receipt of the contract and my signature and notarization, a copy of the contract will be sent back to you.

Please call me if you have questions.

PO Box 577 Wilburton, OK 74578

1-918-465-4840 office 1-866-465-4840 toll free 1-918-465-2805 fax

Senior Citizen Nutrition, Transportation & Outreach Program

Serving Choctaw, Haskell, Latimer, LeFlore, McCurtain, Pittsburg & Pushmataha Counties in Southeastern Oklahoma

Kiamichi Area Nutrition Project, Inc Project/Center Sponsor Agreement

This agreement is made the 1st day of July, 2011, by and between the Kiamichi Area Nutrition Project, Inc, a project of KEDDO, hereinafter

designated as the "Project" and the City of McAlester, hereinafter designated as the "Center Sponsor". This Agreement will expire June 30, 2012.

In consideration of the mutual promises and covenants herein, the Project and the Center Sponsor agree as follows:

I. The Project shall provide and be responsible for the following:

A. Make available to the Center Sponsor on a monthly basis federal and state funds to assist in defraying center staff salaries, travel, fringe benefits, and other budget center expenses as delineated in the annual sub-grant contract.

- 1. Salary increases for center staff will be considered by the Project within the scope of financial participation by the Center Sponsor and the amount of state and federal funding available to the Project.**
- 2. *Funds are contingent upon continued federal and state funding.***

II. The Center Sponsor shall provide and be responsible for the following:

A. Provide and be responsible for the local nutrition center facility, bookkeeper and services pertinent to the operation of the center,

grantee amount agreed of \$ 8,000⁰⁰ and additional monies necessary.

B. To be responsible for the fire and safety and health standards of the facility and shall assure the Project that the facility meets the appropriate local and state ordinances, codes, and regulations.

C. To cooperatively interview applicants for center staff employment and with mutual advice of the Project and the KEDDO Area Agency on Aging, where appropriate, to recommend which individual (s) are to be employed.

D. Placement of center staff on the Center Sponsor payroll. Center

staff are employees of the Center Sponsor. The Center's budget allocates that employees be paid 261 days a year, 11 of those days being holidays.

- E. Provide all insurance on the facility and contents, especially equipment purchased and provided by KANP, Inc.**
- F. Keep all necessary personnel records for the center staff and make these records available to the Project.**
- G. Provide all personnel necessary for the operation of the Nutrition Center.**
- H. Provide congregate and home delivered services and appropriate program services on a regularly scheduled basis. Hours of operation will be established to accommodate the greatest number of potential participants and follow the Center's budget for serving meals 250 days a year to congregate and home bound participants.**
- I. Provide an individual to submit to KANP, Inc. the following information:**
 - 1. KANP, Inc. Monthly Financial Report and supporting documents...ie...List of checks for the month being reported by the 4th of the month.**

IV. Duties and Regulations of the Nutrition Center Site Manager include the following:

- A. The Nutrition Center Site Manager shall be placed on the payroll of the Center Sponsor and shall adhere to policies set forth in the program application and other policies of the Center Sponsor.**
- B. The Nutrition Center Site Manager shall be responsible to the Center Sponsor and Project for the timely submissions on a scheduled basis for all records, documents, monthly reports and other requirements by the Project and state and federal guidelines. Monthly reports due include the following:**
 - 1. S-19 Report. Due to the Project no later than the 2nd of each month.**
 - 2. S-38 Report. Due to the Project no later than the 2nd of each month.**
 - 3. Contribution Check and KF-1 (Contribution Sheet). Due to the Project no later than the 15th of each month.**

- C. The Nutrition Center Site Manager shall be responsible for the banking and record-keeping of all project donations and make the records available to the Project upon request.
- D. The Nutrition Center Site Manager shall be responsible for coordination of other staff members, activities of the social program, securing of transportation of the elderly to and from the center and all other activities set forth in the state and federal guidelines.
- E. The Nutrition Center Site Manager shall be responsible for conducting and completing Older American Assessments on all congregate and home bound participants according OAA Policy.
- F. The Nutrition Center Site Manager shall attend all quarterly site manager meetings and any additional training as designated by the Project.

V. When and if, the Project should cease to exist, the Center Sponsor agrees to the appropriate disposal of equipment purchased with TITLE III grant funds in the manner mandated by the KEDDO Area Agency on Aging and federal regulations as promulgated by the Older American Act and the Special Unit on Aging, Aging Division, of the Oklahoma Department of Human Services.

In consideration of the promises and covenants stated herein, the Project agrees to provide to the Center Sponsor, administrative assistance, training, and counseling necessary to provide, through a congregate center, all program components required by state and federal laws, rules, and regulations, for the conduct of a Nutrition Project.

This agreement is based on the availability of funds from the KEDDO Area Agency of Aging and may be expanded or reduced according to the availability of said funds. The Kiamichi Area Nutrition Project, Inc, shall not be liable for program objectives for which funds are not made available.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the duly authorized officers:

For the Project:

For the Center Sponsor:

Carla Brunson, Project Director, KANP, Inc

Name Title

Date

Date

WITNESS MY HAND AND OFFICIAL SEAL
THE DAY AND DATE ABOVE WRITTEN

WITNESS MY HAND AND OFFICIAL SEAL
THE DAY AND DATE ABOVE WRITEN

NOTARY PUBLIC
MY COMMISSION EXPIRES:

NOTARY PUBLIC
MY COMMISSION EXPIRES:

(SEAL)

(SEAL)

Cooking Site						Pur	Hot	ADV Total	Advantage %	Restored	Restored
JI Stipe Nutrition Center-FY 2012 Budget						10	55	65	29%	C1 Funds	C2 Funds
Personnel	Wages & Taxes	Title III-B 1 hr per day	Title III-C1 90	Title III-C2 45	Total C 135				Total		
									Adv		
Site Manager											
Diane Chadsey (7/2001)											
	Hourly Rate	Hours	Days								
	Longevity			\$0						\$0	\$0
	\$7.25	7	261	\$13,246	\$6,368	\$2,479	\$8,847	\$3,841	\$402	\$156	
	\$7.25	1	261	\$1,892	\$1,892						
	Total Wages			\$15,138	\$1,892	\$6,368	\$2,479	\$8,847	\$3,841	\$402	\$156
	FICA		7.65%	\$1,158	\$145	\$487	\$189	\$676	\$294	\$31	\$12
	Unemployment		0.20%	\$30	\$3	\$12	\$4	\$16	\$8	\$2	\$1
	Workers Comp		5.00%	\$757	\$95	\$318	\$124	\$442	\$192	\$20	\$8
	Total Cost			\$17,083	\$2,135	\$7,185	\$2,796	\$9,981	\$4,335	\$455	\$177
Cook Aide											
Diana Wassom (72009)											
	Hourly Rate	Hours	Days								
	Longevity			\$0						\$0	\$0
	\$7.25	8	261	\$15,138	\$7,278	\$2,832	\$10,110	\$4,390	\$459	\$179	
	Total Wages			\$15,138	\$7,278	\$2,832	\$10,110	\$4,390	\$459	\$179	
	FICA		7.65%	\$1,158	\$557	\$216	\$773	\$336	\$35	\$14	
	Unemployment		0.20%	\$30	\$14	\$4	\$18	\$9	\$2	\$1	
	Workers Comp		5.00%	\$757	\$364	\$141	\$505	\$220	\$23	\$9	
	Total Cost			\$17,083	\$8,213	\$3,193	\$11,406	\$4,955	\$519	\$203	
Cook											
Carol Hamontree (7/1/2010)											
	Hourly Rate	Hours	Days								
	Longevity			\$0						\$0	\$0
	\$7.25	8	261	\$15,138	\$7,278	\$2,832	\$10,110	\$4,390	\$459	\$179	
	Total Wages			\$15,138	\$7,278	\$2,832	\$10,110	\$4,390	\$459	\$179	
	FICA		7.65%	\$1,158	\$557	\$216	\$773	\$336	\$35	\$14	
	Unemployment		0.20%	\$30	\$14	\$4	\$18	\$9	\$2	\$1	
	Workers Comp		5.00%	\$757	\$364	\$141	\$505	\$220	\$23	\$9	
	Total Cost			\$17,083	\$8,213	\$3,193	\$11,406	\$4,955	\$519	\$203	

JI Stipe Nutrition Center-FY 2012 Budget							Pur	Hot	ADV Total	Advantage %	Restored	Restored	
							10	55	65	29%	C1 Funds	C2 Funds	
Personnel-Con't										Total			
	Wages & Taxes	Title III-B 1 hr per day	Title III-C1 90	Title III-C2 45	Total C 135					Adv			
Site Aide													
Not Applicable at this site													
	Hourly Rate	Hours	Days										
	\$0.00	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
	Total Wages			\$0	\$0	\$0	\$0	\$0	\$0	\$0			
	FICA		7.65%	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
	Unemployment		0.20%	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
	Workers Comp		5.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
	Total Cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Custodian													
Eva Frazier (8/2009)													
	Hourly Rate	Hours	Days										
	Longevity			\$0							\$0	\$0	
	\$7.25	4	261	\$7,569	\$3,639	\$1,416	\$5,055	\$2,195	\$230	\$89			
	Total Wages			\$7,569	\$3,639	\$1,416	\$5,055	\$2,195	\$230	\$89			
	FICA		7.65%	\$579	\$278	\$108	\$386	\$168	\$18	\$7			
	Unemployment		0.20%	\$15	\$6	\$2	\$8	\$4	\$2	\$1			
	Workers Comp		5.00%	\$378	\$182	\$71	\$253	\$110	\$11	\$4			
	Total Cost			\$8,541	\$4,105	\$1,597	\$5,702	\$2,477	\$261	\$101			
Site Aide													
Beth Coker (7/1/2010)													
	Hourly Rate	Hours	Days										
	Longevity			\$0							\$0	\$0	
	\$7.25	4	261	\$7,569	\$3,639	\$1,416	\$5,055	\$2,195	\$230	\$89			
	Total Wages			\$7,569	\$3,639	\$1,416	\$5,055	\$2,195	\$230	\$89			
	FICA		7.65%	\$579	\$278	\$108	\$386	\$168	\$18	\$7			
	Unemployment		0.20%	\$15	\$6	\$2	\$8	\$4	\$2	\$1			
	Workers Comp		5.00%	\$378	\$182	\$71	\$253	\$110	\$11	\$4			
	Total Cost			\$8,541	\$4,105	\$1,597	\$5,702	\$2,477	\$261	\$101			
Custodian (Contract Labor)													
Jordan Austin, Sr., JI Stipe Center													
	Monthly Rate	Hours	Months										
	\$50.00	1	12	\$600	\$432	\$168	\$600						

JI Stipe Nutrition Center-FY 2012 Budget						Pur	Hot	ADV Total	Advantage %	Restored	Restored
						10	55	65	29%	C1 Funds	C2 Funds
Personnel-Con't		Wages & Taxes	Title III-B 1 hr per day	Title III-C1 90	Title III-C2 45	Total C 135		Total			
Bookkeeper (Contract Labor) Not applicable at this site								Adv			
Monthly Rate	Hours	Months									
\$0.00	1	12	\$0	\$0	\$0	\$0					
Total Personnel		\$68,931	\$2,135	\$32,253	\$12,544	\$44,797		\$19,199	\$2,015	\$785	
Travel		Cost of Travel									
Home Deliveries											
Miles	Rate	Months									
7000	\$0.51	12	\$3,570	\$1,826	\$709	\$2,535		\$1,035			
Total Travel		\$3,570		\$1,826	\$709	\$2,535		\$1,035			
Food		Cost of Food									
Paid out of KANP, Inc Admin											
McAlester Meals											
Prepared Meals	Cost	Days									
190	\$1.10	250	\$52,250	\$26,709	\$10,388	\$37,097	\$15,153				
Purchased Meals (Pittsburg County)											
10	\$3.85	250	\$9,625				\$9,625				
Total Food		\$61,875		\$26,709	\$10,388	\$37,097	\$24,778				

JI Stipe Nutrition Center-FY 2012 Budget							Pur	Hot	ADV Total	Advantage %	Restored	Restored			
							10	55	65	29%	C1 Funds	C2 Funds			
Utilites		Cost of Utilities	Title III-B 1 hr per day	Title III-C1 90	Title III-C2 45	Total C 135									
													Total		
													Adv		
Sewer & Water	Cost \$0 Months 12														
Trash	Cost \$0 Months 12														
Gas	Cost \$150 Months 12	\$1,800		\$920	\$358	\$1,278							\$522		
Electric	Cost \$175 Months 12	\$2,100		\$1,074	\$417	\$1,491							\$609		
Total Utilites		\$3,900		\$1,994	\$775	\$2,769							\$1,131		
Other		Cost of Other													
Communications	Cost \$250 Months 12	\$3,000		\$1,534	\$596	\$2,130							\$870		
Pest Control	Cost \$0 Months 12														
Total Other		\$3,000		\$1,534	\$596	\$2,130	\$870								
Grantee		Amount of Grantee													
Title III-C Grantee from Sponsor															
Total Grantee		\$8,000	\$0	\$5,760	\$2,240	\$8,000	\$0	\$0	\$0						
Less Total Grantee		\$8,000	\$0	\$5,760	\$2,240	\$8,000	\$0	\$0	\$0						
OAA Funds		Cost - Grantee													
Total Cost for Nutrition Center		\$79,401	\$2,135	\$37,607	\$14,624	\$52,231	\$22,235	\$2,015	\$785						
Less Grantee from Sponsor		\$8,000	\$0	\$5,760	\$2,240	\$8,000	\$0	\$0	\$0						
JI Stipe Budget 2012		\$71,401	\$2,135	\$31,847	\$12,384	\$44,231	\$22,235	\$2,015	\$785						

CONTRACT

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

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES

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

2. PAYMENT FOR SERVICES

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

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2010, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2011, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

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

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

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

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

4. ASSURANCES AND WARRANTIES

- A. MMSA warrants that all services performed hereunder will be performed in a manner

that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

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

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

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

5. INDEMNIFICATION

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

6. GENERAL TERMS AND CONDITIONS

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

number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

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

deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force an effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSAs shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
 - a. "ASSURANCES AND WARRANTIES"
 - b. "INDEMNIFICATION";
 - i. "SEVERABILITY; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2010, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2010, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By Teresa Kopenheimer
Teresa Kopenheimer

ATTEST

Ludy Crowl
Secretary

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

This contract is made between the City of McAlester, a municipal corporation ("City") and the MPower Economic Development Corporation, a private non-profit corporation ("MPOWER"). In this Contract, either the City of McAlester, or MPOWER, may be referred to individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, the City desires to assist firms and individuals considering locating or expanding their businesses in McAlester; and

WHEREAS, the City desires to retain existing businesses in McAlester; and

WHEREAS, MPOWER possesses the knowledge, skills and ability to assist the City in achieving these desires,

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

1. SCOPE OF SERVICES

- A. MPOWER will engage in industrial and commercial business solicitation activities on behalf of the City in order to expand the economic base of Pittsburg County, Oklahoma, through attraction of new business and industry.
- B. MPOWER will provide technical assistance to new and existing businesses and industry on behalf of the City to promote expansion and maintenance of the economic base of Pittsburg County, Oklahoma.
- C. In furtherance of the objectives of this contract the parties agree and adopt the "Work Plan and Deliverables" attached as Addendum A.
- D. MPOWER will provide written quarterly and annual performance reports to the City that shall include the current measurements against the work plan and deliverables. These reports shall include the current financial status of the MPOWER Organization.

2. PAYMENT FOR SERVICES

A. For services rendered by MPOWER in furtherance of the City's objectives, the City will pay MPOWER **\$199,452.00** during the term of this contract subject to the following conditions:

- 1) MPOWER will provide a monthly itemized invoice for services rendered to the City on or before the 1st day of each month for the previous month's services, beginning July 1, 2011 and continue until the end of this contract. Both parties agree that this itemization is not

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

intended to include every detail of MPOWER's services, rather a general report of services provided.

- 2) The City agrees to make monthly payments in the amount of **16,621.00** due on or before the 15th day of each month for which an invoice is provided for services rendered, first payment due July 15th, 2011.

3. EFFECTIVE DATE AND TERMINATION

A. The effective date of this Contract shall be July 1, 2011, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2012, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to MPOWER shall be due or owing unless and until:

- 1) This Contract is signed by persons legally authorized to bind the parties.

- 2) Any conditions precedent to the Contract have been submitted and accepted by the City;

B. The City or MPOWER may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MPOWER board action providing for said termination or cancellation. C. The City's sole obligation in the event of termination is for payment for services rendered by MPOWER before the effective date of termination.

D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by mail VIA Certified Delivery.

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

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

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

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

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

4. ASSURANCES AND WARRANTIES

- A. MPOWER warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statues, regulations, ordinances, and professional standards.
- B. MPOWER shall pay its own local, state, and federal taxes including, without limitation, social security taxes and unemployment compensation taxes. The City shall not be liable to, or required to, reimburse MPOWER for any federal, state and local taxes or fees of any kind.
- C. Except as otherwise expressly provided in this Contract, MPOWER shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- D. MPOWER shall employ and assign qualified MPOWER Employees as necessary and appropriate to provide the services under this Contract. MPOWER shall ensure all MPOWER Employees have all the knowledge, skill, and qualifications necessary to perform the required services.
- E. MPOWER shall solely control, direct, and supervise all MPOWER Employees with respect to all MPOWER obligations under this Contract. MPOWER will be solely responsible for and fully liable for the conduct and supervision of any MPOWER Employee.
- F. All MPOWER Employees shall be employed at MPOWER sole expense (including employment-related taxes and insurance) and MPOWER warrants that all MPOWER Employees shall fully comply with and adhere to all of the terms of this Contract. MPOWER shall indemnify and hold the City harmless for all Claims against the City by any MPOWER Employee, arising out of any contract for hire or employer-employee relationship between MPOWER and any MPOWER Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- G. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MPOWER or any MPOWER Employee. All MPOWER Employees assigned to provide services under this Contract by MPOWER shall, in all cases, be deemed employees of MPOWER and not employees, agents or subcontractors of the City.
- H. Nothing in this Contract is intended to authorize MPOWER to obligate the City regarding any commitment to a third party, including, but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real property, other city assets or city services, without the prior specific consent of the city council as evidenced by a recorded affirmative majority vote in open session.

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

5. INDEMNIFICATION

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

6. DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- A. "City" means the City of McAlester, Oklahoma, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "City Agent" as defined below.
- B. "City Agent" means all elected and appointed officials, directors, board members, council members, employees, volunteers, representatives, and/or any such persons' successors, (whether such person acts or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "City Agent" shall also include any person who was a "City Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- C. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

- D. "MPOWER Employee" means without limitation, any employees, officers, directors, managers, trustees, volunteers, attorneys, and representatives of MPOWER, and also includes any MPOWER licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's Contractors, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "MPOWER Employee" shall also include any person who was a MPOWER Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

7. GENERAL TERMS AND CONDITIONS

- A. Access and Records. MPOWER will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any references to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performances of this Contract if MPOWER has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MPOWER if the City suspends services under this Section.
- D. Compliance with Laws. MPOWER shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, MPOWER shall identify any MPOWER Employee or relative of MPOWER Employees who are presently employed by the City. MPOWER shall give the City immediate notice if there are any City Agents or relatives of City Agents who are presently employed by MPOWER.
- F. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- G. Discrimination. MPOWER shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

State and Federal law. MPOWER shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by MPOWER. The City, at its discretion, may consider any illegal discrimination conviction as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

- H. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- I. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- J. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by a conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- K. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- L. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- M. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if MPOWER's promise to indemnify or hold the City harmless is found illegal or invalid, MPOWER shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

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

- a. "ASSURANCES AND WARRANTIES";
- b. "INDEMNIFICATION";
- i. "SEVERABILITY"; AND
- ii. "SURVIVAL OF TERMS AND CONDITIONS".

Executed and adopted upon motion duly made, seconded and passed this _____ day of June 2011, for the City of McAlester.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____

Attest

Kevin E. Priddle, Mayor
CITY OF McALESTER

Cora Middleton, City Clerk
CITY OF McALESTER

APPROVED AS TO FORM AND LEGALITY:

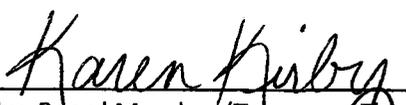
By _____

Ervin & Ervin
ATTORNEY for the CITY OF McALESTER

Executed and adopted upon motion duly made, seconded and passed this 20 day of June 2011, for the MPower Economic Development Corporation.

By 

Tim Diehl, Board Member, President
MPOWER ECONOMIC DEVELOPMENT CORPORATION

Attest 

Karen Kirby, Board Member (Treasurer-Elect)
MPOWER ECONOMIC DEVELOPMENT CORPORATION

Note: See attachment entitled, "MPower Economic Development Corporation's Fiscal Year 2011-2012 WORK PLAN & DELIVERABLES to The City Of McAlester."

**MPower Economic Development Corporation's
Fiscal Year 2011-2012
WORK PLAN & DELIVERABLES
to the City of McAlester**

1. Industrial Development:

Goal

Enhance usable industrial space and land for productive uses.

Objective

Inventory and evaluate vacant industrial space and land.

Strategy

For each available industrial property, develop a property sheet that includes photographs of the property, describes the property's key features, and profiles potential uses. Post property sheets to the MPower website to enable businesses interested in locating in McAlester to be aware of all properties that meet their needs. Partner with state, local agencies, realtors and private developers in marketing this information.

2. Business Retention and Expansion:

Goal

Establish and maintain a good working relationship with businesses in the City through a business call and visitation program.

Objective

Develop and implement a program with the City, County, Chamber of Commerce and Main Street Association to identify firms, make contact and respond to feedback.

Strategy

Create and maintain a working relationship with existing businesses and develop a business registry and database.
Establish an annual business survey.

Note: 80% of all new jobs created are through expansion of existing businesses in the community.

**MPower Economic Development Corporation's
Fiscal Year 2011-2012
WORK PLAN & DELIVERABLES
to the City of McAlester**

3. Retail Development:

Goal

Build and develop a diverse retail base focusing on retail leakage to other communities.

Objective

Develop expansion and retention efforts for the retail industry. Identify and focus on service niches.

Strategy

Create and maintain a working relationship with existing retail businesses and develop a business registry and database.
Partner with the Chamber of Commerce and Main Street Association to develop a business survey.

4. Marketing:

Goal

Expand and maintain the MPower website, which promotes business opportunities (i.e.: retail leakage, industrial lands and buildings, etc.) in the community.

Objective

Have readily available and updated all industrial lands, buildings and retail opportunities.

Strategy

Identify areas for infill for future construction opportunities.

McAlester / Pittsburg County

Emergency Management

1210 N. West Street

McAlester, Ok. 74501

918 423 5655

918 423 2677

civildefense@allegiance.tv

March 15, 2011

**City of McAlester
P.O. Box 578
McAlester, OK 74502**

To Whom it May Concern:

Our office is requesting once again funding in the amount of \$46,000 for the fiscal year to meet your requirement to have emergency management for the City of McAlester.

Some of the things that your money has helped do in the past year are helping to prepare our community for disasters, which include, flooding, tornado warning/preparedness, siren testing, ice storms, and wildfires.

We have recently updated the paging systems for the fire departments, and added repeaters to our communications for the city and county. We have again achieved Storm Ready status for both the city and county. As an ongoing project, we re-train yearly with OK-First (the system we use for weather related issues). We also sponsor yearly Storm Spotter training through the National Weather Service. Both myself and Lois Lupardus are Certified Emergency Managers thru Oklahoma Emergency Management. We are active participants in both the City and the County Hazard Mitigation Plans.

We enjoy working with the City of McAlester, and are looking forward to another year. If you should have problems or need assistance, please call me at the above number at any time.

Sincerely,



**Trent Myers
Director**

STATE OFFICE OF EMERGENCY MANAGEMENT IN COOPERATING WITH THE FEDERAL GOVERNMENT AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL 85-606.

IV.

**FINANCIAL TRANSACTIONS
RECEIPT AND EXPENDITURE OF ALL FUNDS WILL BE HANDLED IN CONFORMITY WITH THE FINANCIAL PLAN FOR THE COUNTY/CITY EMERGENCY MANAGEMENT ORGANIZATION, IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS.**

**BUDGETS
THE EMERGENCY MANAGEMENT ADMINISTRATION SHALL, PRIOR TO THE BEGINNING OF EACH FISCAL YEAR, SUBMIT TO THE CITY AND THE COUNTY THE PROSPECTIVE BUDGET FOR ITS OPERATION FOR THE COMING YEAR.**

The City of McAlester shall compensate the City/Pittsburg County Emergency Management in the amount of \$46,000 for the fiscal year 2011-2012, beginning July 1, 2011 ending June 30, 2012 (FY 2012 Pittsburg County contributed \$126,528, City of McAlester contributed \$50,000 for the same year). The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments.

TASK ASSIGNMENTS AND RESPONSIBILITIES

- 1. EMERGENCY MANAGEMENT DIRECTOR is responsible for:**
 - A. Coordination of all phases of emergency management.**
 - B. EOC communication capability.**
 - C. Public information and education.**
 - D. EOC operation.**
 - E. Comprehensive emergency management planning.**
 - F. EOC staff training.**
 - G. Warning system planning.**
 - H. Damage assessment training.**

WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.

**CITY COUNTY AGREEMENT FOR A JOINT CIVIL
DEFENSE/EMERGENCY MANAGEMENT ADMINISTRATION**

**THIS AGREEMENT MADE AND ENTERED INTO THIS _____ DAY
OF _____, 2011, BY AND BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF PITTSBURG COUNTY OF
OKLAHOMA, HEREINAFTER CALLED COUNTY, AND MCALESTER,
OKLAHOMA, HEREINAFTER CALLED CITY.**

**WHEREAS,
THE LEGISLATURE HAS PASSED AN ACT KNOWN AS THE
OKLAHOMA CIVIL DEFENSE ACT OF 1957 AS AMENDED BY SENATE
BILL 212 OF THE 17TH LEGISLATURE, AUTHORIZING
COOPERATION BETWEEN CITY, COUNTY, STATE AND FEDERAL
GOVERNMENTS TO CARRY OUT THE OBJECTIVES AND PURPOSE
OF AN EMERGENCY MANAGEMENT PROGRAM, AND**

**WHEREAS,
THE SAME ACTS AUTHORIZE THE CITY AND COUNTY TO
APPROPRIATE FUNDS FOR EMERGENCY MANAGEMENT AND
DISASTER PURPOSES,**

**NOW,
THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS
FOLLOWS:**

I.

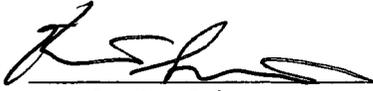
**VALIDATION
THAT THE EXISTING JOINT EMERGENCY MANAGEMENT
ADMINISTRATION BE EXTENDED AND RECOGNIZED TO BE THE
JOINT EFFORT OF THE CITY AND COUNTY.**

II.

**EXPENSES
THE PARTIES HERETO WILL SHARE IN THE EXPENSES OF
CARRYING ON A COMPREHENSIVE EMERGENCY MANAGEMENT
PROGRAM INCLUDING AND EXTENDING BEYOND THE INITIAL
CONTRACT AND AGREE TO PROVIDE IN THE BUDGETS OF EACH
SUFFICIENT FUNDS WITH WHICH TO CARRY OUT THIS PROGRAM
OF EMERGENCY MANAGEMENT FOR CITY AND COUNTY AND ANY
ADJACENT AREAS DEEMED NECESSARY.**

III.

THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE

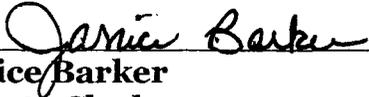


Kevin Smith
Chairman, Bd of County
Commissioners

Attest:

Kevin Priddle
Mayor

Attest:



Janice Barker
County Clerk

Cora Middleton
City Clerk



AGREEMENT BETWEEN THE CITY OF MCALESTER

AND

OKLAHOMANS FOR INDEPENDENT LIVING

This Agreement, made and entered into this ____ day of _____, 2011 by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

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

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

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

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

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

- 1) Door-to-door demand response transportation with twenty-four (24) hours' notice to individuals with disabilities and elderly persons with functional limitations to facilitate living; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and

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

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

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

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

- 1) The City will provide funding in the amount of \$22,080 to assist in the transportation and associated services provided by OIL; and
- 2) The disbursement of said funds shall be in monthly payments that are determined by taking \$22,080 and dividing by 12 for monthly payments in the amount of \$1,840.

The term of this agreement shall be for the 2011-2012 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2012, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

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

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

CITY OF MCALESTER
An Oklahoma Municipal Corporation

Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the ____ day of _____, 2011.

OKLAHOMANS FOR INDEPENDENT LIVING



Mike Ward, Director

Approved as for form and legality:

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

CONTRACT

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

WITNESSETH:

WHEREAS, the City desires to assist PIM in its efforts to inform the community concerning its activities to beautify and clean up McAlester; and

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

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

1. SCOPE OF SERVICES

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

2. PAYMENT FOR SERVICES

- A. In support of PIM's normal cost of operations, the City will pay to PIM a maximum amount of \$55,200.00 during the term of this Contract in monthly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.

- B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2011, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2012, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.
- D. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

If notice is sent to PIM, it shall be addressed to PIM's then known address.

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

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

4. ASSURANCES AND WARRANTIES

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its

employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.

PIM shall indemnify and hold the City harmless for all claims against the City by any PIM employee, arising out of any contract for hire or employer-employee relationship between PIM and any PIM employee; including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

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

5. INDEMNIFICATION

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

6. GENERAL TERMS AND CONDITIONS

- A. Access and Records. PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or no-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession s the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this Section.

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

- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- a. "ASSURANCES AND WARRANTIES"
 - b. "INDEMNIFICATION";
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2012, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle

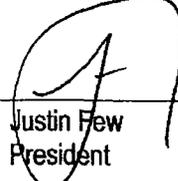
Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2012, for the Pride In McAlester.

PRIDE IN MCALESTER

By  _____
Justin Few
President

ATTEST

Secretary

July 2011 - June 2012 BUDGET

Revenue

Donations	\$7,400.00
Fundraiser	\$35,400.00
Grants	\$250.00
Mcalester City Contract	\$55,200.00
Membership	\$1,900.00

Total Revenue	\$100,150.00
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Operating Expenses

Advertising and Printing	\$2,400.00
Awards	\$1,200.00
Discretionary Expenses	\$2,200.00
Fundraiser	\$11,000.00
Insurance	\$1,000.00
Legal and Accounting	\$500.00
Office Expense Rent	\$8,500.00
Office Supplies	\$3,850.00
Postage	\$600.00
Professional Dues	\$500.00
Repairs and Maintenance	\$2,400.00
Salary and Payroll WC Taxes	\$30,000.00
Telephone	\$2,200.00
Travel Expense	\$1,200.00
Utilities	\$2,700.00
Waste Removal and Trans	\$28,000.00

Total Expenses	\$98,250.00
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Operating Income	\$1,900.00
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Net Income (Loss)	\$1,900.00
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With this request we ask for your commitment for the fiscal 2011-2012 year.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 26, 2011</u>	Item Number:	<u>1</u>
Department:	<u>Planning & Community Development</u>		
Prepared By:	<u>Peter J. Stasiak, CM</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>June 6, 2011</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>(4) See Below</u>

Subject

Consider, act upon and Ratify closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35.

Recommendation

Motion to approve, act upon, and ratify closing Ninth Street to Crisler Avenue; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35 and authorizing the Mayor to sign the attached Ordinance.

Discussion

The applicant is requesting the closing of the following street(s) and alley(s): Ninth Street from the North side of vacated Electric Avenue to the South side of Crisler Avenue; Morris Avenue from the East side of Plum Street to the West side of Tenth; Alley in Block 29, McAlester Addition; Alley in Block 28, McAlester Addition; Alley in Block 34, McAlester Addition; Alley in Block 35, McAlester Addition. The McAlester Planning Commission met on May 17, 2011 and voted unanimously to recommend the approval of the closure. The following documents are attached for your reference:

1. Site location and adjacent zoning map
2. Ordinance
3. Planning and Zoning Staff Report
4. Planning and Zoning minutes

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Handwritten signature of Peter J. Stasiak in black ink.

06/20/11

ORDINANCE NO. _____

AN ORDINANCE TO CLOSE THE FOLLOWING PLATTED STREET(S) AND ALLEY(S): NINTH STREET FROM THE NORTH SIDE OF VACATED ELECTRIC AVENUE TO THE SOUTH SIDE OF CRISLER AVENUE; MORRIS AVENUE FROM THE EAST SIDE OF PLUM STREET TO THE WEST SIDE OF TENTH; ALLEY IN BLOCK 29, MCALESTER ADDITION; ALLEY IN BLOCK 28, MCALESTER ADDITION; ALLEY IN BLOCK 34, MCALESTER ADDITION; ALLEY IN BLOCK 35, MCALESTER ADDITION.

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

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following street(s) and alley(s) more particularly described as:

NINTH STREET FROM THE NORTH SIDE OF VACATED ELECTRIC AVENUE TO THE SOUTH SIDE OF CRISLER AVENUE; MORRIS AVENUE FROM THE EAST SIDE OF PLUM STREET TO THE WEST SIDE OF TENTH; ALLEY IN BLOCK 29, MCALESTER ADDITION; ALLEY IN BLOCK 28, MCALESTER ADDITION; ALLEY IN BLOCK 34, MCALESTER ADDITION; ALLEY IN BLOCK 35, MCALESTER ADDITION

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____, 2011.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

(SEAL)

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2011.

By _____
William J. Ervin, City Attorney

PLANNING & ZONING COMMISSION
STAFF REPORT
MAY 17, 2011

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: May 11, 2011

Case: VE #139, Request to Close

APPLICANT(S): AEP/PSO
212 E. 6th Street
Tulsa, OK 74119-1295

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

BLOCK NUMBER: See Attached Legal Description
City of McAlester
Pittsburg County
State of Oklahoma

GENERAL DESCRIPTION:

Applicant is requesting the closure of the following streets and alleys: Ninth Street from the north side of vacated Electric Avenue to the north side of Crisler Avenue; Crisler Avenue from the east side of Plum Street to the west side of Lot 6, Block 21, McAlester Addition; Morris Avenue from the east side of Plum Street to the west side of Tenth Street; and the alleys in Block 28, 29, 34, and 35, McAlester Addition.

NOTIFICATIONS:

City of McAlester (Sewer & Water)	No Objections
City of McAlester (Engineering)	No Objections
CenterPoint Gas	No Objections
Allegiance Communications	No Objections
AT&T	No Objections
American Electric Power/PSO	Applicant
McAlester News Capital (Publication)	May 1, 2011

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	21
Notification receipts received	20
Notification letters returned unclaimed	0

ATTACHMENTS:

City area zoning map	Attached
Map of requested area	Attached
Site pictures	N/A
300 foot radius map	Attached
Application	Attached

STAFF RECOMMENDATION:

Staff recommends the applicant's request for closure.

McAlester Planning Commission Minutes

Tuesday, May 17, 2011

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

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

Commissioners Present: 8

Mark Emmons

Robert Way

John McNally

Harvey Bollinger

Denise Lewis

Susan Kanard

Karl Scifres

Ross Eaton (late)

Commissioners Absent: 2

Karen Stobaugh

Primus Moore

Item 2 Approval of Minutes from April 19, 2011 and May 3, 2011

A motion was made by John McNally to approve minutes with corrections was seconded by Robert Way.

The vote was 7-0 as follows:

AYE: Emmons, Lewis, Scifres, Kanard, McNally, Bollinger, Way

NAY: None

Motion Carried

(Ross Eaton was not present at time of vote.)

GENERAL BUSINESS:

Item 3 TABLED FROM PREVIOUS MEETING: Discussion and Action on V. E. #138 Request to Close: All that part of Illinois Avenue lying South of Lot 1, in Block 677, Highland Park Addition

The applicants asked that this item be tabled again until the next Planning & Zoning meeting.

A motion made by John McNally was seconded by Susan Kanard.

The vote was 7-0 as follows:

AYE: Lewis, Emmons, Scifres, Kanard, McNally, Bollinger, Way

NAY: None

Motion carried.

(Ross Eaton was not present at time of vote.)

Item 4 Discussion and Action on P. C. #388 Request to Rezone: A tract of land in Lot 5 & Lot 6, according to the Subdivision of the E ½ SE ¼ of Sec. 13, T5N, R14 East

City Manger Peter Stasiak gave the staff report and stated the applicant is Stipe Investments, LLC, PO Box 728, McAlester, OK and is requesting a rezone from R-1B (Single Family Residential) to C-5 (Highway Commercial District). Mr. Stasiak told the Commission that a portion of this property is already zoned C-5 but was not sure exactly how far back that zoning went, therefore the applicant is getting the entire area rezoned to C-5. Staff recommends approval of the application for rezone.

Mr. Wayne Stipe, 311 Eagle Bend, McAlester, OK, spoke on behalf of Stipe Investments, LLC. Mr. Stipe stated there are approximately 7.3 acres in this tract of land but is only asking for the rezone of 6.1 acres leaving 1.2 acres, which will be purchased by an adjacent property owner, as a buffer zone between the two zoning areas. Mr. Stipe told the Commission if the property gets rezoned he already has a buyer.

There was no one to speak in opposition.

The Commission had a few questions/concerns as to traffic issues and whether the street could hold up to commercial traffic and if the proposed buyer falls through then anything categorized under C-5 zoning would be allowed. Mr. Stasiak stated these issues would be discussed when and if then property is ready to be developed.

A motion made by Harvey Bollinger was seconded by Karl Scifres to accept the application as presented and be forwarded to the City Council for approval.

The vote was 7-1 as follows:

AYE: Emmons, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: Lewis

Motion carried.

Item 5 Discussion and Action on V. E. #139 Request to Close: Ninth Street to Crisler Avenue; Crisler Avenue from Plum Street to Lot 6, Block 21; Morris Avenue from Plum Street to 10th Street; and Alleys in Block 28, 29, 34, and 35.

City Manager Peter Stasiak gave the staff report and stated the applicant was AEP/PSO, 212 E. 6th Street, Tulsa, OK and are asking for closure of some streets and alleys. He stated that a representative from AEP/PSO was present to ask questions of to see what their plans are.

Toney Foster, Claremore attorney, was there to represent AEP/PSO. Mr. Foster wanted to

start off by asking to amend the application to exclude Crisler Avenue in front of Lot 6, in Block 21, McAlester Addition, so no one will be completely blocked from their property. He gave the Commission current satellite photos of the area of request showing the current state of the property and stated the reason this area has not been developed due to elevation issues.

Renato Caniglia, owns Blocks 22, 27, and 36 just east of the proposed closings, is in favor of the closings.

Tom Boozer, owner of the property to the north of Crisler Avenue, is opposed to the closing of Crisler Avenue. After speaking with a representative from AEP/PSO, Mr. Boozer thought that Crisler Avenue would not be closed since it would limit access to his property. Mr. Foster stated that AEP/PSO would like to amend their application again to withdraw the closing of Crisler Avenue from Plum Street to Tenth Street from the vacation. Mr. Boozer was satisfied with the amendment.

A motion made by Harvey Bollinger was seconded by John McNally to accept the application with the amendments and be forwarded to the City Council for approval.

The vote was 8-0 as follows:

AYE: Lewis, Emmons, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: None

Motion carried.

Item 6 Discussion and Action on Changing the times of the Planning & Zoning Meetings

Commissioner Emmons explained to the board that for the time change from 7:30 PM to 6:30 PM of the regularly scheduled Planning & Zoning meetings to be official there needed to make motion and a vote.

A motion made by John McNally was seconded by Harvey Bollinger to accept the time change.

The vote was 8-0 as follows:

AYE: Lewis, Emmons, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: None

Motion carried.

Item 7 New Business

There was no new business

Item 8 Staff Report

City Manager Peter Stasiak stated that it had been a slow month for new building permits. He shared with the commission that the Legends at Hickory Ridge Phase II will be done in about a month and the developer will start on Legends at Hickory Ridge Phase III in the near future.

Item 9 Commission Report

Commissioner Emmons stated the board needs to get together to talk about merging the Wyandotte and Wade Watts Corridor Ordinances.

Item 10 Adjournment

A motion made by Karl Scifres was seconded by John McNally to adjourn the meeting at 7:16 PM.

The vote was 8-0 as follows:

AYE: Emmons, Lewis, Scifres, Kanard, McNally, Bollinger, Way, Eaton

NAY: None

Motion carried.



McAlester City Council

AGENDA REPORT

Meeting Date: 06/28/11 Item Number: 2
Department: Fire Department
Prepared By: Brett Brewer Account Code:
Date Prepared: 06/21/11 Budgeted Amount:
Exhibits: 1

Subject

Discussion and possible action, on approval of the acceptance of a 2012 International 4400 Crew Cab Truck from Homeland Security, and the relinquishment of the current 2006 Ford F-550 we now have in our possession.

Recommendation

Motion to approve the acceptance of a 2012 International 4400 Crew Cab Truck from Homeland Security, and relinquish the 2006 Ford F-550 we now have in our possession.

Discussion

Homeland Security is in the process of replacing the tow vehicles for the Hazmat Trailers. We will be receiving a 2012 International Crew Cab Truck to replace the 2006 Ford F-550 we currently utilize. The value of the new vehicle is 96,718.00. The spec sheet for this vehicle is attached. In return, the City of McAlester is required to relinquish the 2006 Ford F-550 back to Homeland Security. There is no cost to the City of McAlester for this exchange, therefore I recommend approval.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	BB	06/21/11
City Manager	P. Stasiak <i>PJS</i>	06/21/11

ROBERTS TRUCK CENTER

1735 W. Reno
Oklahoma City, OK 73106
405-236-2792



ISUZU
TRUCK



2012 International 4400
Statewide Contract 035

December 9, 2010

Base Price:	\$65,149.00
Option 5 – Crew Cab	\$ 5,466.00
Option 1 – 84" Cab to Axle	\$ 486.00
Option 11 – 300 HP engine	\$ 911.00
Option 42 – Front Tow Hooks	\$ 48.00
Option 35 – Tilt Steering Wheel	\$ 82.00
Option 25 – Worklight Accommodation Package	\$ 27.00
Option 21 – Heated & Power Mirrors	\$ 272.00
Option 47 – Rear Bench Seat	\$ 238.00

Additional Options:

Electric Trailer Brake Accommodation Package	\$ 173.24
(3) Batteries, 2775 CCA Total	\$ 200.22
AM/FM/CD/Weatherband	\$ 199.99
Trailer Auxiliary Feed Circuit	\$ 56.09
Auxiliary Switch/Interrupter	\$ 12.07
(2) Amber Fog Lights	\$ 94.43
Air Cleaner Restriction Gauge	\$ 21.30
Transmission Oil Temperature Gauge	\$ 34.08
(4) Exterior Chrome Grab Handles	\$ 335.12
Seat Belt – All Red	\$ 35.50
Power Windows and Locks	\$ 459.37
Low Coolant Indicator with Audible Alarm	\$ 0.00
320 Amp Alternator	\$ 893.18
Insulation Under Hood	\$ 118.57
Insulation Splash Panel	\$ 53.96
Horton Drivemaster Fan Drive	\$ 194.54
Dual 50 Gallon Aluminum Fuel Tanks	\$ 399.73

Derate to Non-CDL Rating:

Decrease Front Axle to 8,000 lb. Capacity	(\$278.32)
Decrease Rear Axle to 17,500 lb. Capacity	(\$141.07)

Total: *Truck Bed* **\$75,541.00**

Sincerely,

Andrew D. Johnson
Andrew D. Johnson

Roberts Truck Center
Oklahoma City, OK

andrewjohnson@robertstruck.com

405-236-2792 office; 405-818-8540 cell; 405-235-2541 fax

21,177

96,718 Total

RESOLUTION NO. _____

A RESOLUTION TO ALLOW RECONSIDERATION OF PRIOR ACTION.

* * * * *

WHEREAS, the City Council of the City of McAlester, Oklahoma, is authorized by the McAlester City Charter Section 2.10(b) to determine its own procedural rules; and

WHEREAS, absent specific procedural rules enacted or adopted by the City Council, procedures are conducted in accordance with Robert’s Rules of Order, Newly Revised (McAlester City Code Sec. 2-40. Parliamentary Procedure); and

WHEREAS, Robert’s Rules limits motions to reconsider to members of the prevailing side.

WHEREAS, the City of McAlester desires to expand the procedural limitations contained in said Robert’s Rules to insure full participation from, and fairness to, all members of the McAlester City Council.

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

SECTION 1: That all actions of the Council, whether by ordinance, resolution or motion, should be eligible for reconsideration upon certain conditions and events.

SECTION 2: That actions decided by majority vote or tie may be reconsidered upon a motion made by; (1) a member of the prevailing side or (2) a member who was absent at the time of the vote.

SECTION 3: That actions which receive a majority of the votes present, but which fail to reach a specified majority, and are therefore invalid or nonbinding, may be reconsidered upon a motion made by any member of the Council.

PASSED and APPROVED this ____ day of June, 2011.

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

By: _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton
City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: June 28, 2011 Item Number: 4
Department: CFO
Prepared By: Gayla Duke Account Code: _____
Date Prepared: June 20, 2011 Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2011.

Recommendation

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

Discussion

The City of McAlester went out for RFPs for Auditing Services for FY 2010-2011. Five proposals were received and one company declined.

The Audit & Finance Advisory Committee met on June 15, 2011, to review RFPs and make a recommendation to the City Council for Auditing Services for the City of McAlester FY 2010-2011. The committee ranked each proposal according to a set of predefined criteria including: 1) Hours to complete a thorough audit in a timely manner; 2) Total Bid Price; 3) City/Governmental Accounting Experience; 4) Personnel/Staffing and 5) References. After reviewing the proposals the Committee unanimously agreed to recommend that the City Council award the FY 2010-2011 City of McAlester Financial Independent Audit Services Contract to Cole and Reed, P.C.

Attachments:

1. Engagement Letter from Cole & Reed, P.C.
2. Letter to Mayor and City Council - Selection of Independent Auditor from Audit & Finance Advisory Committee.
3. Minutes of Audit & Finance Advisory Committee Meeting June 15, 2011.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>6/20/2011</u>



June 20, 2011

City Council and Audit Committee
City of McAlester
McAlester, Oklahoma

This letter is to explain our understanding of the arrangements for the services we are to perform for the City of McAlester for the year ending June 30, 2011. We ask that you either confirm or amend this understanding.

Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors (accountants). We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Audit Services

We will perform an audit of the City of McAlester's governmental activities, business-type activities, each major fund, aggregate discretely presented component units, and aggregate remaining fund information as of and for the year ended June 30, 2011 which collectively comprise the basic financial statements. We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

The financial statements of the McAlester Regional Health Center Authority, a discretely presented component unit, will be audited by other auditors whose report will be furnished to us and we will reference their report in our report on the City's basic financial statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the audit committee are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

If required, we will also perform the audit of the City of McAlester as of June 30, 2011 so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States and the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement. Those standards, circulars, supplements or guides require that we

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plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the audit committee any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the audit committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements, and abuse that come to our attention (unless they are clearly inconsequential), (c) any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

In addition to our report on the City's financial statements, we will also issue the following reports or types of reports:

A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2011.

Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

A schedule of findings and questioned costs, with management's response.

The funds that you have told us are maintained by the City of McAlester and that are to be included as part of our audit are as follows:

1. General Fund – 1
2. Other Governmental Funds – 15
3. Enterprise Funds – 2
4. Fiduciary Fund - 1

The component unit whose financial statements you have told us are to be included as part of the City of McAlester's financial statements is the McAlester Economic Development Authority.

The Major Federal programs to be audited include:

1. Federal Aviation Administration – Airport Improvement Grant 20.106

Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

City of McAlester's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s).

The audit committee is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of the official statement. The City agrees that the following disclosure will be prominently displayed in the official statement:

Cole & Reed, P.C., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Cole & Reed, P.C. also has not performed any procedures relating to this official statement.

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, City of McAlester agrees it will compensate Cole & Reed, P.C. for any additional costs incurred as a result of the employment of a partner or professional employee of Cole & Reed, P.C.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by organization personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Ms. Gayla Duke, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Terms of our Engagement

Our fees are based upon the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. . Our fee for the services described in this letter will be as follows:

- Audit of financial statements \$31,000
- OMB Circular A-133 audit requirements, **only if required:**
 - Additional major Federal programs \$ 2,500 per program

Note that the additional fees related to the OMB Circular A-133 audit requirements are only billed on an "if performed/if required" basis.

In the event we are requested or authorized by City of McAlester or are required by City of McAlester or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for City of McAlester, City of McAlester will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The working papers for this engagement are the property of Cole & Reed, P.C. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested working papers will be provided under the supervision of Cole & Reed, P.C. audit personnel and at a location designated by our Firm.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If circumstances arise relating to the conditions of your records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, or noncompliance which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

The two overarching principles of the independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States provide that management is

responsible for the substantive outcomes of the works, and therefore, has a responsibility and is able to make any informed judgment on the results of the services described above. We currently do not anticipate providing any non-audit services to the City of McAlester. Should that change, however, the services to be performed will be subject to a separate arrangement letter. Further, the City of McAlester agrees to the following with respect to any such non-audit services:

Ms. Gayla Duke will be accountable and responsible for overseeing any non-audit services provided by Cole & Reed P.C.

The City of McAlester will establish and monitor the performance of any such non-audit services to ensure that they meet management's objectives.

The City of McAlester will make any decisions that involve management functions related to any such non-audit services and accepts full responsibility for such decisions.

The City of McAlester will evaluate the adequacy of services performed and any findings that result.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information.

If this letter defines the arrangements as you understand them, please sign in the space provided below, and return it to us. We appreciate your business.

Very truly yours,

Mike Gibson

Digitally signed by Mike Gibson
DN: cn=Mike Gibson, o=Cole & Reed, ou,
email=mgibson@coleandreed.com, c=US
Date: 2011.06.20 17:04:54 -0500

Mike Gibson
For The Firm
Cole & Reed, P.C.

Confirmed on behalf of the addressee:

Signature

Title



CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

SYSTEM REVIEW REPORT

August 11, 2010

To the Shareholders of
Cole & Reed, P.C.
and the National Peer Review Committee.

We have reviewed the system of quality control for the accounting and auditing practice of Cole & Reed, P.C. (the firm) applicable to the non-SEC issuers in effect for the year ended April 30, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Cole & Reed, P.C. applicable to non-SEC issuers in effect for the year ended April 30, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Cole & Reed, P.C. has received a peer review rating of pass.

A handwritten signature in cursive script that reads "Brady Martz".

Brady, Martz & Associates, PC.

BRADY, MARTZ & ASSOCIATES, P.C.
401 Demers Avenue Suite 300 P.O. Box 14296
Grand Forks, ND 58208-4296 (701) 775-4685 Fax (701) 795-7498

OTHER OFFICES: Minot and Bismarck, ND
Thief River Falls, MN

RSM McGladrey Network
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June 15, 2011

TO: McAlester City Council
FROM: Audit & Finance Advisory Committee
SUBJECT: Selection of Independent Auditor

Mayor and Members of the Council:

The Audit & Finance Advisory Committee received five (5) bid proposals and one (1) decline for the FY 2010/2011 City of McAlester Financial Independent Audit Services.

Firms that submitted bids were:

- Archambo & Mueggenberg
- Cole & Reed
- HBC
- Kershaw
- Wingard, Ragsdale & Langley
- Stanfield & O'Dell (Declined)

The Committee has evaluated the proposals submitted by the five accounting firms. In evaluating these proposals, the Committee ranked each firm according to a set of predefined criteria including: 1) Hours to complete a thorough audit in a timely manner; 2) Total Bid Price; 3) City/Governmental Accounting Experience; 4) Personnel/Staffing and 5) References. Please see attached minutes of the June 15, 2011, Audit and Finance Advisory Committee Meeting for each firm's ranking.

In evaluating the proposals the cost was not the only driving factor, while it is an important issue, the Committee did not want to sacrifice quality and scope based on all factors combined.

Based on the criteria, the Committee ranked Cole and Reed with the highest overall score. Also, the committee felt the hours estimated by Kershaw was too low to perform a thorough audit.

Page 2
Selection of Independent Auditor

The Committee recommends that the Council award the 2010/2011 City of McAlester Financial Independent Audit Services Contract to Cole & Reed.

The Committee looks forward to working with all parties in this matter.



Walter Bethune
Citizen Member



Mike Kern
Citizen Member



Gail Watkins
Citizen Member



Greg McNall
Citizen Member

**PRELIMINARY
MINUTES**

**Audit & Finance Advisory Committee Special Meeting
Wednesday, June 15, 2011, 4:00 p.m.
Conference Room, 2nd Floor, City Hall
28 E. Washington, McAlester, OK 74501**

Committee Members Present: Chairman, Mr. Greg McNall; Mayor, Kevin Priddle; Vice-Mayor, John Browne; Mr. Gail Watkins; Mr. Mike Kern; Mr. Gail Watkins and Mr. Walter Bethune joined the meeting at 4:15 p.m.

Committee Members Absent:

Staff Members Present: Mr. Peter J. Stasiak, City Manager; Ms. Gayla Duke, CFO and Ms. Linda Daniels, Executive Assistant to City Manager.

Others Present: Councilman Steve Harrison.

Pursuant to notice duly given, the Special Meeting of the Audit and Finance Advisory Committee convened at 4:08 p.m. on June 15, 2011.

Call to Order

The meeting was called to order by Chairman, Greg McNall who ascertained that a quorum was present and called the meeting to order.

Approval of Minutes

Mayor Priddle moved that the Minutes of the May 18, 2011 meeting be approved and seconded by Mr. Watkins.

Aye: Mayor Priddle; Mr. Watkins; Mr. Kern; and Chairman McNall.

Naye: None

Motion passed unanimously.

Review RFPs for FY 2010-2011 Auditor Services and possible action on a recommendation to the City Council for Independent Auditing Services

Chairman McNall stated that the purpose of this meeting was to review each of the bids, and to make a recommendation to the City Council for the City Independent Auditor Services for FY 2010/2011.

Firms that submitted proposals were:

- Archambo & Mueggenberg
- Cole & Reed
- HBC
- Kershaw
- Wingard, Ragsdale & Langley
- Stanfield & O'Dell (Declined)

The Committed evaluated the proposals on the basis of the following criteria:

- Hours to complete a thorough audit in a timely manner;
- Total Bid Price;
- City/Governmental Accounting Experience;
- Personnel/Staffing; and
- References

The Committee felt the hours submitted by Kershaw was too low to perform a thorough audit and decided to take them out of the mix. After discussion, Mr. Kern made the motion that based on the criteria the recommendation to the City Council is - 1) Cole & Reed; 2) Wingard, Ragsdale & Langley; 3) Archambo & Mueggenberg; and 4) HBC with Cole and Reed as the first choice to recommend to the City Council to do the audit for FY 2010/2011. Mayor Priddle seconded the motion. After additional discussion, Mr. Mike Kern asked to amend the motion to say that the Citizen Members recommend Cole & Reed to the City Council to provide professional auditing services for the City of McAlester for FY 2010/2011. Mayor Priddle seconded the motion.

Discussion and possible action regarding status of the FY 09-10 Audit.

Ms. Duke, CFO updated the committee on the status of the FY 2009/2010 Audit. She said that the Auditor has delayed the audit as well as the Hospital hasn't completed their audit. She stated that the delay is not on the City side. Mr. Stasiak said that due to these issues the State of Oklahoma is holding our money and we have grant applications that are coming due and will need a completed audit. The committee agreed that they do not want a "Qualified" audit. Chairman McNall suggested that the committee set a meeting date to start a

discussion on the Audit findings as they pertain to us, and in the meantime stay on the hospital to get their audit done. The next Audit and Finance Advisory Committee Meeting will be set for Wednesday, June 29th.

Discussion and possible action of the Non-Uniform Retirement Plan.

Ms. Duke gave an update on the meeting that she and City Manager Stasiak had with Mr. Bruce Nordstrom of APEX regarding the City Non-Uniform Pension Plan. Ms. Duke said that Mr. Nordstrom will put together some actual scenarios and opportunities by mid August for the Committee to review.

New Business

None

Adjournment

There being no further business, Mr. Kern made the motion to adjourn, and seconded by Mr. Watkins.

Aye: Mayor Priddle, Mr. Watkins, Mr. Kern, Mr. Bethune, and Chairman McNall.

Naye: None

Motion passed unanimously.

The meeting was adjourned at 5:50 p.m.

Attachments on File.

APPROVAL:

Greg McNall
Chairman

Date



McAlester City Council

AGENDA REPORT

Meeting Date: June 28, 2011 Item Number: 5
Council – Vice-Mayor
Department: Browne
Prepared By: Peter J. Stasiak, CM Account Code: _____
Date Prepared: June 20, 2011 Budgeted Amount: _____
Exhibits: 1

Subject

Discussion and possible action regarding a Resolution of the City Council of the City of McAlester authorizing a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor.

Recommendation

Staff recommends that the Council evaluate proposed Resolution creating an Economic Development District in the City of McAlester and providing for a Temporary Sales Tax Rebate Program for businesses in the Choctaw Avenue Commercial Corridor.

Discussion

Evaluation of proposed Resolution regarding recommendations for changes or additions/deletions of the language contained within the Resolution.

Attachments:
1) Resolution

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	
City Manager	P. Stasiak	06/20/11

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McALESTER
AUTHORIZING A TEMPORARY SALES TAX REBATE PROGRAM
FOR BUSINESSES IN THE MAIN STREET DISTRICTS.**

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

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

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

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

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

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

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

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

SECTION 1: That in order to stimulate investment in the Main Street districts and improve the economic viability of Main Street district businesses, a temporary Sales Tax Rebate Program as set forth in Exhibit "A" is hereby established.

SECTION 2: That the city manager shall develop and administer all necessary rules, regulations, forms, procedures and controls to ensure that participants in the Sales Tax Rebate Program comply with all requirements of this resolution.

SECTION 3: That prior to acceptance of a business as a participant in the Sales Tax Rebate Program, the city manager and chief financial officer will certify in writing the applicant's compliance with all applicable requirements. Whereupon the council, by majority vote, may accept the business as a participant.

SECTION 4: That prior to payment of any sales tax rebate to any participant in the Sales Tax Rebate Program, the city manager and chief financial officer will certify in writing the participant's compliance with all applicable requirements and will attest to the correct calculation of the amount to be rebated. Whereupon the council, by majority vote, may authorize payment of the rebate.

SECTION 5: That applicants may request entry into the program effective as of the beginning of any calendar month beginning August 1, 2011 through July 1, 2012, after which time no new applicants will be accepted unless this resolution is extended by action of the city council.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this ___th Day of __, 2011.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality on this ___th day of __, 2011.

William J. Ervin, City Attorney

EXHIBIT "A"

TEMPORARY SALES TAX REBATE PROGRAM

A portion of the City of McAlester's share of non-dedicated sales tax will be temporarily rebated to qualifying businesses located in the City's Main Street districts, being those two districts defined in the McAlester Main Street program. Only businesses that in whole or in majority part provide sales of goods and/or services subject to general sales tax will be eligible to participate in the rebate program. In addition, each business must also meet the eligibility criteria for its corresponding category as outlined below.

New Business: New retail businesses that locate within the Main Street districts may apply for a sales tax rebate from the City of McAlester. Such rebate will consist of a 50% rebate of all non-dedicated city sales tax collected by said business during its first full year of operation. The rebate will reduce to 25% of all non-dedicated city sales tax collected by said business for its second year of operation. The rebate for a new business shall not in any given year exceed \$3,000. For a business to participate in the program as a new business, the business must meet each of the following criteria:

- The business must generate a minimum of \$50,000 in annual taxable sales.
- The business must not have been established at any other location within the city limits of the City of McAlester prior to August 1, 2011. The sole exceptions are: (a) businesses which immediately prior to moving to a Main Street district had operated as home-based businesses; and (b) additional locations of businesses currently operating in the City of McAlester. Additional locations will only be eligible to receive a rebate if the other location(s) remains in operation throughout the program's duration.
- First-time business owners must attend the McAlester Main Street workshop on small business ownership. Experienced business owners are encouraged to attend.
- In the case of a tenant, the initial term of the tenant's lease must not be less than 2 years.

Relocating Existing Business: Businesses that are currently operating within the City and that choose to relocate from outside the Main Street districts to a Main Street district location may also apply for a sales tax rebate from the City of McAlester. The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12-month taxable sales. Such rebate will consist of a 50% rebate of the increase in non-dedicated city sales tax collected by the business for the first year and will reduce to 25% for the second year. The rebate for a relocating existing business shall not in any given year exceed \$1,000. For a relocating existing business to be eligible to participate in the program, the business must meet each of the following criteria:

- The business must generate a minimum of \$50,000 in annual taxable sales.
- During the 12 months following its application to enter the program, the business must either expand its interior floor space by at least 25% or create at least 1 FTE job. To qualify through job creation, the job created must provide an average wage for a retail position in the City of McAlester.

Existing Main Street Business: Existing businesses currently located in a Main Street district may also apply for a sales tax rebate from the City of McAlester. The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12-month taxable sales. Such rebate will consist of a 50% rebate of the increase in non-dedicated city sales tax collected by the business for the first year and will reduce to 25% for the second year. The rebate for an existing business shall not in any given year exceed \$1,000. In addition, to participate as an existing business, the business must meet at least one of the following criteria:

- The business must expand its interior floor space by at least 25% during the 12-month period following its application.
- The business must create at least 1 FTE job during the 12-month period following its application. To qualify through job creation, the job created must provide an average wage for a retail position in the City of McAlester.
- The business must make an investment of at least \$3,000 in interior renovations, streetscaping, or façade improvements during the 12-month period following its application.

- The business must commit to participating in the district's expanded business hours program.



McAlester City Council

AGENDA REPORT

Meeting Date: June 28, 2011
Department: City Manager
Prepared By: Peter J. Stasiak, CM
Date Prepared: June 20, 2011

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

Subject
Discussion and review of the proposed changes to the Allied Waste Contract.

Recommendation

Discussion
Please see attached Contract between the City of McAlester and Allied Waste with proposed changes in red and underlined.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <i>PJS</i>	6/20/11

Municipal Contract

(For Residential, Small Commercial, Municipal Facilities, and Source-Separated Recycling)

THIS CONTRACT, made and entered into this ____ day of _____, 2010, by and between the **McAlester Public Works Authority, of McAlester, Oklahoma** (hereinafter called the "MPWA"), represented herewith by its duly elected and acting Chairman, Kevin E. Priddle, Allied Waste Systems, Inc, dba Allied Waste Systems of Alderson, a **Delaware corporation** qualified to do and actually doing business in the State of Oklahoma (hereinafter called "Contractor"), herein represented by , its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the MPWA and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas (check boxes for the transaction):

Residential and Commercial Units
 Municipal Facilities

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

- a. Exhibit A - General Specifications
b. Exhibit B - Insurance Requirements
c. Exhibit C - Contractor's Proposal/Pricing
d. Exhibit D - Contractor's Performance Bond
e. Exhibit E - Waste Material Collection Specifications for Residential Units
f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
g. ~~Exhibit G - Waste Material Collection Specifications for Special Events~~
h. ~~Exhibit H - Contractor's Industrial Pricing~~
i. ~~Exhibit I - Disaster Clean-up Refuse Specifications~~

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3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. ~~The initial term of this Contract shall be from July 1, 2010 (the "Effective Date") until June 30, 2020. Further, a performance review conducted by the Contractor will be completed and submitted annually on or before May 31st. The Terms and Conditions of this CONTRACT shall be reviewed on June 1 during each year of the CONTRACT and may be ratified or renewed with changes agreeable to the CONTRACTOR and the AUTHORITY.~~

Deleted: i

5. At the mutual option of the MPWA and Contractor, this Contract may be ____, ____ by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the MPWA and the Contractor. Absent either the timely written

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request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

Deleted: The provisions of this paragraph shall be subject to the fiscal year limitation requiring mutual ratification to continue set out above in numerical paragraph 4.

IN WITNESS HEREOF, _____, the Chairman of the McAlester Public Works Authority of the MPWA of McAlester, OK, hereunto subscribed his name, and Allied Waste Systems Inc. by _____, has also hereunto subscribed his name on the days and dates set forth after their various signatures.

(SEAL)

McAlester Public Works Authority
of McAlester, Oklahoma

Attest:

Secretary

BY: _____
Kevin E. Priddle
Chairman

ON: _____, 2010

(SEAL)

Contractor: Allied Waste System, Inc.

Attest:

Secretary

BY: _____
Officer

ON: _____, 2010

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EXHIBIT A
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2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Bulky Waste
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<#>Construction Debris¶
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<#>Large Commercial and Industrial Unit¶

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- 4.07 Office
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<#>Additional Work Separately Contracted At Contractor's Election with Residential Units and Municipal Facilities.¶
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5.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)

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- 5.03 Additional Costs and Charges
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EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.04 City - MPWA – McAlester Public Works Authority of McAlester, Oklahoma.
- 1.05 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.
- 1.06 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.07 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.
- 1.08 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.09 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.10 House-side Handicapped – A location designated by the Director when there is no able-bodied person residing in a residential that can take the receptacle to the curb. In such instances when the physical conditions of the resident(s), either permanent or temporary, is such that he/she can not physically maneuver a receptacle to the designated pick-up area, an employee of CONTRACTOR will retrieve the receptacle from the side of the house and return it to it's original location. The Director shall contact CONTRACTOR with start and end dates (if applicable) for those eligible residents.

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1.11 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

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1.12 Large Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.

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1.13 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

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1.14 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.

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1.15 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

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1.16 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

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1.17 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than one 95 gallon container provided by Contractor, per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.

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1.18 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

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1.19 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

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1.20 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

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1.21 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

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1.22 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Contractor shall be obligated to collect no more than three (3) bags per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

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2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

2.01 Bulky Waste (excluded from this Contract)– Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

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2.02 Excluded Waste (excluded from this Contract)– Excluded Waste is all Bulky Waste, Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

2.03 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

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2.03 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

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2.03 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

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2.03 Special Waste (excluded from this Contract)– Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:

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- (a) waste iron from a commercial or industrial activity;
- (b) waste generated by an industrial process or a pollution control process;
- (c) waste which may contain free liquids;
- (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");

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- (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
- (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
- (j) filter cake sludge wastes from waste water treatment processes;
- (k) wastes containing any regulated polychlorinated biphenyls; and,
- (l) ash, sludge, tires and powders.

2.07 Stable Matter (excluded from this Contract)- All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

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2.08 Vegetable Waste (excluded from this Contract)- Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

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3.0 SCOPE OF WORK

3.01 GeneralThe work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

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- 3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units
- 3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities
- 3.01.3 Exhibit G - Waste Material Specifications for Special Events.

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3.02 Work Not Covered By Contract. The work under this Contract does not include:

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- 3.02.1 the collection or disposal of Excluded Waste materials;
- 3.02.2 the collection or disposal of any recyclable materials from Large Commercial and Industrial Units in the City.
- 3.02.3 Provided the exclusions listed above do not apply to any work listed on Exhibit G for waste collection for Special Events.

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4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Containers for Collection

Each Container shall be out front and visible and placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Container cannot be placed in a fenced area. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container not so placed or any Waste Material not in a Container as specified in the applicable Exhibit hereto.

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4.02 Hours of Operation

Collection of Waste Material shall not start before 6:00 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the MPWA and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

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4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. MPWA shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the MPWA at least two (2) weeks in advance of the commencement date for such changes. MPWA shall promptly give written or published notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

Thanksgiving Day and Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service.

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4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within 24 hours after the complaint is received.

4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

4.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.

4.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

4.10 Notification – The MPWA shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

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4.11 Point of Contact – All dealing, contacts, etc., between the Contractor and the MPWA shall be directed by the Contractor to the MPWA’s point of contact specified in the applicable Exhibit, and, by the MPWA to the Contractor’s General Manager or Operations Manager.

4.12 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E, F and H)

5.01.1 The prices to be paid by the MPWA for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.03 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The MPWA shall also pay Contractor the other costs and charges as specified in Section 5.02 herein.

5.01.2 The prices to be paid by the MPWA for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.03 herein, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The MPWA shall also pay Contractor the other costs and charges as specified in Section 5.03 ~~5.03~~ 5.02 herein. Contractor’s invoice shall itemize each of those locations by name and total invoice amount.

5.02 Additional Costs and Charges

5.02.1 Cost Recovery Fees. In addition to the above, the Contractor may petition the MPWA at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the MPWA. This is primarily for relief for the contractor due to the agreed upon 3.5% annual cap, that may not cover extraordinary year-over-year increases in the Contractor’s cost of operations.

5.02.2 Change in Law. Contractor may pass through certain cost increases directly to the MPWA to adjust for increases in cost to Contractor due to , changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.02.3 Except as provided expressly herein, the charges for Contractor’s service with respect to this work shall include all taxes, transportation costs and disposal fees.

5.03 Modification to Rates

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<#>Fuel Recovery Fee. In addition to the rates set forth in other sections of this Contract, Contractor may charge a Fuel Recovery Fee (the "FRF"), which may be adjusted monthly. The adjustment in the FRF shall be an amount equal to the percentage increase in the United States Department of Energy Retail Rate (\$/Gallon) identified in the "Total U.S. Average Retail Rate On Highway Diesel Prices" taken from the Energy Information Administration website (eia.doe.gov).¶

Deleted: <#>Environmental Recovery Fee. In addition to the rates set forth in other sections of this Contract, Allied may charge an Environmental Recovery Fee (the "ERF"), which is a set percentage of the monthly invoice. The ERF is assessed to meet environmental compliance requirements at landfills and transfer stations, such as closure and post-closure costs, leachate management, landfill cell construction costs, landfill gas management, permitting costs, etc. ¶

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5.03.1 The fees in Exhibit C which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers "All Items" (the "All Items Index" and "diesel") both as published by the U. S. Department of Labor, Bureau of Labor Statistics. It is expressly understood and agreed that the maximum annual increase shall not exceed three and one-half percent (3.5%). As of the last month of the first year of the contract, and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be increased for the ensuing twelve-month period in a percentage amount equal to 90 percent (90%) of the net percentage change of the All Items Index, plus ten percent (10%) of the net percentage change of the Diesel Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the contract and the index value for the Rate Modification Date divided by the index value for the first full month prior to commencement of the contract. The resulting total percentage change is applied to the rates in Exhibit C as of the effective date of this Contract to derive the rates that will be applied during the following twelve-month period of this Contract.

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5.03.2 Those additional costs and charges provided under 5.02 must be set out and accounted for separately on monthly statements provided by Contractor to the MPWA and shall be considered and included as part of the CPI adjustment for the ensuing fiscal year of the contract term on any such items of additional charges as are replicated in the CPI adjustment on a percentage basis.

5.03.3 As soon as possible after a Rate Modification Date, Contractor shall send to the MPWA a comparative statement setting out the All Items Index to include: (1) the value on the first full month prior to the commencement of the contract; (2) index value on the Rate Modification Date preceding the date of the statement; (3) the net percentage change; (4) the composite percentage change equal to 100 percent of the net percentage change in the All Items Index; and (5) the increase or decrease in the fees which may be charged by the Contractor. On the next billing date after the receipt of the comparative statement, the MPWA shall pay to the Contractor or the Contractor shall credit the MPWA, as the case may be, a lump sum equal to any increase or decrease applicable to that portion of the current period which has elapsed and, thereafter, the fees charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the MPWA.

5.04 MPWA to Act as Collector – The MPWA shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

5.05 Delinquent and Closed Accounts The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the MPWA. Provided the Contractor shall be responsible to notify the MPWA of any information it may gain during the course of performing its duties, which would mitigate the MPWA's loss due to discontinued trash service during the billing period. Upon further notification by the MPWA, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day.

5.06 Contractor Billings to MPWA – The Contractor shall bill the MPWA for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the MPWA shall pay the Contractor on or before the 30th day following the receipt of Contractor's bill. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The

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Contractor shall be entitled to payment for service rendered to Residential Units whether or not MPWA collects from the customer for such service, provided such payment shall be made on a pro-rata basis as determined by the last date service is provided to such delinquent or closed account if such last service date can be determined and if not, then on a 50/50 prorated basis. Payments not made by the MPWA on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one percent 1.0% per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the MPWA withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by MPWA.

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5.07 Audit – The MPWA may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the MPWA under this Contract. Such audits shall be paid for by the MPWA and shall be conducted under mutually acceptable terms at the Contractor’s premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the MPWA within ninety (90) days of any such audit request from the MPWA.

5.08 House Count—The Contractor and the MPWA shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor’s negligence or acts of willful misconduct or those of its subcontractors or agents.

8.02 MPWA shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the MPWA’s negligence or acts of willful misconduct or those of its contractors or agents.

8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the MPWA and the MPWA shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor, shall remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The MPWA will assist Contractor by investigating to determine the identity of the depositor or generator of the Excluded Waste and shall

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further assist Contractor by attempting collection of Contractor's costs by billing as provided herein. Subject to the MPWA's providing all such reasonable assistance to Contractor, Contractor shall release MPWA from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the MPWA.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

10.0 FORCE MAJEURE

10.01 Except for MPWA's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the MPWA shall negotiate the payment to be made to the Contractor. Further, when the MPWA and the Contractor reach such agreement, then the MPWA shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

11.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the MPWA's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the MPWA to the designated Residential Units and Municipal Facilities covered by this Agreement.

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

Title to Waste Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF CONTRACT

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the MPWA shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. MPWA may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and MPWA so notifies Contractor in writing of such termination action. At such time,

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MPWA shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, MPWA, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the MPWA to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by MPWA to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the MPWA along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if MPWA has not adequately corrected such breach in accordance with this Contract and Contractor so notifies MPWA in writing of such termination action. At such time, MPWA shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the MPWA to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

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15.0 CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. MPWA shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). MPWA and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. MPWA shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the MPWA, or the MPWA's residents, employees, agents, suppliers, or guests.

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16.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the MPWA provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the MPWA would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

17.0 MISCELLANEOUS TERMS

17.01 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

17.02 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.

17.03 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated or consequential damages may be assessed against Contractor by MPWA,

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17.04 No intellectual property (IP) rights in any of Contractor's IP are granted to MPWA under this Contract.

17.05 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

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17.06 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

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17.07 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

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17.08 This Contract shall be interpreted and governed by the laws of the state where the work is performed.

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17.09 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

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17.10 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

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EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by MPWA. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon MPWA's request, Contractor shall furnish MPWA with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the MPWA; (ii) shall show MPWA as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of MPWA (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of MPWA. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of MPWA herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

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EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

See attached PDF.

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EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

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EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

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A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 6:00 A.M. on the designated collection day. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

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1. Estimated number of Residential Units as of commencement of contract term: 7,144 units.

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B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:

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1. Name: Donna Newman
2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
3. Telephone number: (918) 423-9300 ext. 4952
4. Email address: donna.s.newman@cityofmcalester.com

C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:

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1. Name: Sherry Alessi
2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
3. Telephone number: (918) 423-9300 ext. 4960
4. Email address: sherry.alessi@cityofmcalester.com

For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

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EXHIBIT F
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR COMMERCIAL, INDUSTRIAL, C&D UNITS

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A. The Contractor shall provide the commercial containers and industrial/C&D boxes, and collection of the Waste Materials from those units on the days as agreed upon with municipal point of contact for commercial and contractor point of contact for industrial/C&D. Containers/boxes will be placed on commercial/industrial property as agreed upon by CONTRACTOR and commercial/industrial account contact. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor for commercial accounts in accordance with the payment terms of the Contract. For Industrial/C&D payment will be made by customer to Contractor. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

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1. Estimated number of Commercial AND Industrial Units as of commencement of contract term: 855 units.

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B. Municipal Point of contact for Commercial Unit Waste Collections – PROJECT MANAGEMENT:

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1. Name: Donna Newman
2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
3. Telephone number: (918) 423-9300 ext. 4952
4. Email address: _donna.s.newman@cityofmcalester.com

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C. Municipal Point of contact for Commercial Unit Waste Collections – INVOICES:

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1. Name: Sherry Alessi
2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
3. Telephone number: (918) 423-9300 ext. 4960
4. Email address: _sherry.alessi@cityofmcalester.com

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D. Allied Waste Point of contact for Industrial/C&D Unit Waste Collections – PROJECT MANAGEMENT:

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1. Name: Allied Waste Customer Service Center
2. Mailing address: Allied Waste, P.O. Box 15, Alderson, OK 74522
3. Telephone number: (918) 426-0993
4. Email address: _customerservicemorocco@republicservices.com

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E. Allied Waste Point of contact for Industrial/C&D Unit Waste Collections – INVOICES:

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1. Name: Allied Waste Customer Service Center
2. Mailing address: Allied Waste, P.O. Box 15, Alderson, OK 74522
3. Telephone number: (918) 426-0993
4. Email address: _customerservicemorocco@republicservices.com

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For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

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EXHIBIT G
WASTE MATERIAL SPECIFICATIONS FOR SPECIAL EVENTS

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Contractor will provide collection, removal and disposal services at no cost in conjunction with the City of McAlester annual two-week City-wide cleanup, which occurs in the spring and fall, and in conjunction with the Pride in McAlester scheduled events.

The parties may mutually agree to approve other special events that may arise or be presented within the contract term.

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EXHIBIT H
CONTRACTOR'S INDUSTRIAL PRICING

<u>Delivery of Industrial box:</u>	<u>\$50.00</u>
<u>Industrial Box pick up and disposal (up to 5 tons) of contents:</u>	<u>\$330.00</u>
<u>Price per ton (prorated) for each ton over 5 tons:</u>	<u>\$40.00/ton</u>
<u>Rental Fee (after 7 days)</u>	<u>\$5.00/day</u>
<u>Environmental fee (per load)</u>	<u>\$7.50/load</u>

All Fuel Fees will apply at the rates as posted on Inside Republic.

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EXHIBIT I
DISASTER CLEAN-UP REFUSE SPECIFICATIONS

In the event of a disaster or state of emergency, and at the written request of the City, the Contractor shall provide services to collect and dispose of all additional refuse that may be generated as a result of such disaster. All rates in effect in this agreement, during time of clean-up, shall apply. The City shall pay any documented additional charges from Contracts required to cover any expenses over and above normal operations, such as, but not limited to, obtaining additional trucks, drivers, supervisors, travel, hotel, meals, etc., if additional assistance outside of the local Allied Waste operation to mobilize additional assistance is required.

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McAlester City Council

AGENDA REPORT

Meeting Date: June 28, 2011 Item Number: 7
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: June 21, 2011 Budgeted Amount: _____
Exhibits: Four

Subject

- A. Consider and act upon, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*
- B. Consider and act upon, approval of special claims list attached hereto for pay-off of capital leases. *(Gayla Duke, CFO)*

Recommendation

Motion to approve the budget amendment ordinance and special claims list.

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 List)

Have attached Special Claims list to approve payment to pay-off capital lease #135 for a truck for Parks Dept and capital lease #136 for Fire Brush Rig. Payment approval request after approval of attached budget amendments.

Approved By

	Initial	Date
Department Head	GDD	06/21/11
City Manager	P. Stasiak <i>PJS</i>	06/21/11

CITY OF MCALESTER
FY 10-11 Budget Amendments listed by Fund

BA#					<u>Revenue</u>	<u>Expense</u>
006	8/24/10	01	General Fund	Insurance Reimbursement	10,500.00	10,500.00
015	11/9/10	01	General Fund	Appropriate FB-contractual serv.	-	16,115.00
016	11/23/10	01	General Fund	Approp. FB & Grant Rev. correct	6,000.00	17,000.00
024	1/11/11	01	General Fund	Approp. Fund Bal & Revenues	3,600.00	103,600.00
025	1/25/11	01	General Fund	Approp. Fund Bal & Revenues	2,500.00	259,112.00
026	1/25/11	01	General Fund	Appropriate Fund Balance	-	414,912.00
035	1/25/11	01	General Fund	Appropriate Fund Balance	-	21,252.00
038	3/22/11	01	General Fund	Appropriate Oil & Gas Lease Rev	200,000.00	200,000.00
046	5/24/11	01	General Fund	Appropriate Revenues	66,240.00	66,240.00
049	6/28/11	01	General Fund	Appropriate Revenues	95,785.00	95,785.00
					384,625.00	1,204,516.00
027	1/25/11	02	MPWA	Approp. Fund Bal & Revenues	4,000.00	258,867.00
036	1/25/11	02	MPWA	Appropriate Fund Balance	-	241,704.00
039	4/26/11	02	MPWA	Approp. Tfr from GF - 1 time pay	41,344.00	41,344.00
045	5/24/11	02	MPWA	Appropriate Revenues	248,450.00	248,450.00
					293,794.00	790,365.00
028	1/25/11	03	Airport Authority	Approp Fund Bal & Reduce Reve.	(26,310.00)	(12,310.00)
040	4/26/11	03	Airport Authority	Approp. Tfr from GF - 1 time pay	2,779.00	2,779.00
					(23,531.00)	(9,531.00)
029	1/25/11	08	Nutrition	Appropriate Revenues	22,982.00	22,982.00
041	4/26/11	08	Nutrition	Approp. Tfr from GF - 1 time pay	3,340.00	3,340.00
050	6/28/11	08	Nutrition	Appropriate Transfer In	30,000.00	6,985.00
					56,322.00	33,307.00
030	1/25/11	09	Landfill Reserve/Sub I	Correct Fund Balance Shortfall	226,800.00	169,967.00
					226,800.00	169,967.00
031	1/25/11	11	Employee Retirement	Appropriate Revenues	46,436.00	18,120.00
					46,436.00	18,120.00
020	12/14/10	14	Police Grant Fund	Appropriate Grant for County	1,330.00	1,330.00
					1,330.00	1,330.00
037	2/8/11	24	Airport Grant Fund	Appropriate grant revenue & exp	27,808.00	27,808.00
					27,808.00	27,808.00
007	8/24/10	27	Tourism Fund	Approp. FB for tourism projects	-	3,000.00
017	11/23/10	27	Tourism Fund	Appropriate FB for tourism	-	8,125.00
032	1/25/11	27	Tourism Fund	Approp. Revenues	25,000.00	25,000.00
					25,000.00	36,125.00
033	1/25/11	28	S.E. Expo Center	Appropriate Revenues	17,500.00	17,500.00
042	4/26/11	28	S.E. Expo Center	Approp. Tfr from GF - 1 time pay	3,202.00	3,202.00
					20,702.00	20,702.00

CITY OF MCALESTER
FY 10-11 Budget Amendments listed by Fund

BA#					<u>Revenue</u>	<u>Expense</u>
021	1/11/11	29	E-911 Fund	Appropriate Ins. Reimb. & Interest	8,131.62	8,131.62
047	5/24/11	29	E-911 Fund	Transfer Funds	-	-
					8,131.62	8,131.62
019	12/14/10	30	Economic Development	Approp. Fund Bal for ED Proj.	-	14,001.00
					-	14,001.00
001	7/13/10	32	Gifts & Contributions	Appropriate Fund Balances, etc.	1,040.00	24,362.18
004	8/24/10	32	Gifts & Contributions	Appropriate FB & donations	4,050.00	7,729.53
012	10/12/10	32	Gifts & Contributions	Appropriate Donations, etc.	20,682.60	20,682.60
022	1/11/11	32	Gifts & Contributions	Appropriate Donations	1,354.56	1,354.56
034	1/25/11	32	Gifts & Contributions	Appropriate Donation Revenue	1,040.00	1,040.00
044	4/26/11	32	Gifts & Contributions	Appropriate Donation Revenue	14,399.76	14,399.76
051	6/28/11	32	Gifts & Contributions	Appropriate Donations	1,729.00	1,729.00
					44,295.92	71,297.63
043	4/26/11	35	Fleet Maintenance	Approp. Tfr from GF - 1 time pay	6,999.00	6,999.00
052	6/28/11	35	Fleet Maintenance	Appropriate Transfer In	24,085.00	24,085.00
					31,084.00	31,084.00
002	7/27/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	24,962.00
003	8/10/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	1,500,000.00
005	8/24/10	41	Repayment (CIP)	Capital & Roll-over projects	-	789,145.00
009	9/14/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	22,800.00
010	9/28/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	16,000.00
011	10/12/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	44,600.00
013	10/26/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	125,000.00
014	11/9/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	24,000.00
023	1/11/11	41	Repayment (CIP)	Approp. Fund Bal & Tfr from Gen.	100,000.00	109,000.00
048	5/24/11	41	Repayment (CIP)	Appropriate Revenues	141,950.00	-
053	6/28/11	41	Repayment (CIP)	Appropriate Settlement Proceeds	52,665.00	52,665.00
					294,615.00	2,708,172.00
008	8/24/10	42	Federal Forfeiture	Appropriate forfeiture & Transfer	55,063.76	55,063.76
018	12/14/10	42	Federal Forfeiture	Appropriate forfeiture	220,938.39	220,938.39
					276,002.15	276,002.15

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2361 setting forth the Budget for Fiscal Year 2010-2011 beginning July 1, 2010 and ending June 30, 2011; 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 2010-2011 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 2010-2011 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-5, 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 2010-2011 Budget.

SECTION 2: All portions of the existing FY 2010-2011 Budget, Ordinance No. 2361 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 28th day of June, 2011.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 28th day of June, 2011.

William J. Ervin, City Attorney

**SPECIAL CLAIMS
FOR
JUNE 28, 2011
COUNCIL MEETING**

VENDOR SET: 01

ITEMS PRINTED: PAID, UNPAID

PACKET: 06805 Direct Payables

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK	I-201106212629	41 -5215510	LEASE #135 PAY-OFF, TRUCK-PAR	055567	19,404.74
01-F00170	FIRST NATIONAL BANK	I-201106212629	41 -5215510	LEASE #136 PAY-OFF, BRUSH TRU	055567	27,777.31
			FUND 41 CIP FUND		TOTAL:	47,182.05
					REPORT GRA TOTAL:	47,182.05

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2010-2011	41 -5215510	DEBT SERVICE	47,182.05	0	47,182.05-	Y	
		** 2010-2011 YEAR TOTALS	47,182.05				

NO ERRORS

** END OF REPORT **

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

UBS FINANCIAL SERVICES INC.,

Defendant.

C.A. No. 11-2539 WJM

FINAL JUDGMENT AS TO DEFENDANT UBS FINANCIAL SERVICES INC.

The Securities and Exchange Commission having filed a Complaint and Defendant UBS Financial Services Inc. having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 15(c) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78o(c)] by using any means or instrumentality of interstate commerce to effect transactions in, or to induce or

attempt to induce the purchase or sale of, securities by means of a manipulative, deceptive or other fraudulent device or contrivance, including:

- (a) any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, and
- (b) any untrue statement of a material fact and any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, which statement or omission is made with knowledge or reasonable grounds to believe that it is untrue or misleading.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$9,606,543, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$5,100,637, and a civil penalty in the amount of \$32,500,000 pursuant to Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)]. Defendant shall satisfy this obligation by distributing the \$47,207,180 as set forth below. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds, and no part of the funds shall be returned to Defendant.

In accordance with the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002, Defendant shall, within 30 days after entry of this Final Judgment pay an aggregate amount of \$47,207,180 in the amounts and to the entities or their successors or assigns identified

on Attachment A hereto and incorporated herein by reference, together with a notice identifying UBS Financial Services Inc. as a defendant in this action; setting forth the title and civil action number of this action and the name of this Court; and specifying that payment is made pursuant to this Final Judgment. Defendant shall simultaneously transmit evidence of receipt of each such payment and notice to the attention of Elaine C. Greenberg, Chief, Municipal Securities and Public Pensions Unit and Associate Regional Director, Securities and Exchange Commission, Philadelphia Regional Office, 701 Market Street, Suite 2000, Philadelphia, PA 19106.

Regardless of the Fair Fund distribution, amounts ordered to be paid as civil penalties pursuant to this Judgment shall be treated as penalties paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Defendant shall not, after offset or reduction of any award of compensatory damages in any Related Investor Action based on Defendant's payment of disgorgement in this action, argue that it is entitled to, nor shall it further benefit by, offset or reduction of such compensatory damages award by the amount of any part of Defendant's payment of a civil penalty in this action ("Penalty Offset"). If the court in any Related Investor Action grants such a Penalty Offset, Defendant shall, within 30 days after entry of a final order granting the Penalty Offset, notify the Commission's counsel in this action and pay the amount of the Penalty Offset to the United States Treasury or to a Fair Fund, as the Commission directs. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this Judgment. For purposes of this paragraph, a "Related Investor Action" means a private damages action brought against Defendant or one of its affiliates by or on behalf of one or more investors based on substantially the same facts as alleged in the Complaint in this action.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

V.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: _____

5/6/11


UNITED STATES DISTRICT JUDGE

ATTACHMENT A

UBS FINAL JUDGMENT ATTACHMENT

<u>Bld Date</u>	<u>Bond Offerings</u>	<u>Payee</u>	<u>Amount</u>
10/12/2000	\$120,150,000 New Mexico Educational Assistance Foundation, Education Loan Bonds, 2000 Series A-1, A-2, A-3 & B	New Mexico Educational Assistance Foundation	\$342,042.70
3/21/2001	\$82,595,000 San Diego Area Housing Finance Authority, Series 2001 A & B	San Diego Area Housing Finance Authority	\$235,131.23
4/19/2001	\$31,705,000 Oxnard Union High School District, 2001 General Obligation Refunding Bonds, Series A	Oxnard Union High School District	\$90,257.71
4/24/2001	\$71,700,000 Riverside-San Bernadino Housing & Finance Agency, California, Variable Rate Lease Revenue Pass-Through Obligations, (Lease Purchase Program), 2001 Series A and 2001 Series B	Riverside-San Bernadino Housing & Finance Agency	\$204,115.37
5/2/2001	\$10,255,000 West Contra Costa Unified School District 2001 General Obligation Refunding Bonds, Series B	West Contra Costa Unified School District	\$29,193.91
5/15/2001	\$37,650,000 University Care Corporation University Lease Revenue Certificates, Series 2001A, Select Auction Variable Rate Securities (SAVRS)	University of Medicine and Dentistry of New Jersey	\$107,181.92
5/29/2001	\$25,000,000 Massachusetts Health and Higher Educational Facilities Authority, Tufts University Issue, Series G (Second Tranche) Select Auction Variable Rate Securities	Tufts University	\$71,169.93
5/30/2001	\$24,105,000 Pomona Unified School District General Obligation Refunding Bonds, Series A of 2001	Pomona Unified School District	\$68,622.05
6/11/2001	\$55,000,000 California Cities Home Ownership Authority Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) 2001 Series A and \$5,750,000 California Cities Home Ownership Authority Subordinated Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) 2001 Series B	California Cities Home Ownership Authority	\$172,942.94
6/19/2001	Educational Facilities Authority for Private Nonprofit Colleges of Higher Learning \$10,000,000 Educational Facilities Revenue Bonds (Columbia College Project), Series 2001	Columbia College	\$28,467.97
6/20/2001	\$55,970,000 District of Columbia University Revenue Bonds (The George Washington University Issue) Series 2001A	George Washington University	\$159,335.25
6/21/2001	\$59,890,000 Massachusetts Development Finance Agency Revenue Bonds, Mount Holyoke College, Series 2001	Mount Holyoke College	\$170,494.69
7/24/2001	\$378,700,000 Missouri Health and Educational Facilities Authority("MOHEFA") (Sisters of Mercy Health System) Health Facilities Revenue Bonds,	Sisters of Mercy Health System	\$1,078,082.16
8/13/2001	\$51,600,000 Golden Empire Schools Financing Authority 2001 Variable Rate Demand Lease Revenue Bonds (Kem High School District Projects)	Kem High School District	\$148,894.74
8/20/2001	\$152,875,000 New York City Industrial Development Agency Special Airport Facility Revenue Bonds (2001 Airis JFK I, LLC Project at JFK International Airport) Series 2001A	2001 Airis JFK I, LLC	\$434,634.79

UBS FINAL JUDGMENT ATTACHMENT

<u>Bid Date</u>	<u>Bond Offering</u>	<u>Payee</u>	<u>Amount</u>
8/21/2001	\$518,063,012 Health & Education Facilities Authority of the State of Missouri, Missouri School District Direct Deposit Program for School Districts in the State of Missouri	Health & Education Facilities Authority of the State of Missouri	\$1,474,820.41
8/23/2001	\$7,300,000 Illinois Development Finance Authority Variable Rate Demand Revenue Bonds (WTVF Channel 47 Project) Tax Exempt Series 2001-A and \$3,000,000 Illinois Development Finance Authority Variable Rate Demand Revenue Bonds (WTVF Channel 47 Project) Taxable Series 2001-B	Illinois Valley Public Telecommunications Corporation	\$29,322.01
8/24/2001	\$26,000,000 Okmulgee Public Works Authority Capital Improvement Revenue Bonds, Series 2001A and Series 2001B	Okmulgee Public Works Authority	\$74,018.73
8/29/2001	\$20,920,000 Oxnard School District (County of Ventura, California) 2001 District General Obligation Refunding Bonds, Series A	Oxnard School District	\$59,555.00
9/17/2001	City of Boynton Beach, Florida \$24,400,000 Utility System Revenue Refunding Bonds, Series 2002	City of Boynton Beach, Florida	\$89,481.88
9/26/2001	\$304,870,000 City of Detroit, Michigan Sewage System Refunding Revenue Senior Lien Bonds, Series 2001 and Sewage Disposal System Revenue Senior Lien Bonds, Series 2001(C)	City of Detroit Michigan	\$887,903.11
10/5/2001	\$145,000,000 California Infrastructure and Economic Development Bank Revenue Bonds (The J. David Gladstone Institutes Project), Series 2001	J. David Gladstone Institutes	\$412,785.62
10/10/2001	\$1,292,960,000 Commonwealth of Puerto Rico Public Improvement Bonds of 2002, Series A and Public Improvement Refunding Bonds, Series 2002A (General Obligation Bonds)	Commonwealth of Puerto Rico	\$3,680,795.11
10/23/2001	City of Clearwater, Florida \$11,470,000 Improvement Revenue Refunding Bonds, Series 2000	City of Clearwater, Florida	\$32,652.77
10/24/2001	\$28,810,000 West Contra Costa Unified School District General Obligation Refunding Bonds, Series 2001A	West Contra Costa Unified School District	\$81,448.87
10/29/2001	\$248,360,000 New Jersey Health Care Facilities Financing Authority Revenue Bonds (Meridian Health System Obligated Group Issue), Series 1999	Meridian Health System	\$688,398.30
10/30/2001	\$823,845,000 Commonwealth of Massachusetts General Obligation Bonds, Consolidated Loan of 2001, Series D	Commonwealth of Massachusetts	\$2,345,319.77
11/14/2001	\$14,998,108 Western Placer Unified School District Convertible Capital Appreciation Certificates of Participation (2001 Land Acquisition Program)	Western Placer Unified School District Financing Corporation	\$42,696.57
11/28/2001	\$353,905,000 City of Chicago Water Revenue Bonds, Series 2001	City of Chicago	\$1,007,495.82
12/12/2001	\$150,000,000 Housing Authority of Fulton County, Georgia Variable Rate Demand Bonds, Series 2001 (Legacy Community Partnership, Inc.)	Housing Authority of Fulton County	\$427,019.60
12/13/2001	\$27,825,000 California Communities Housing and Finance Agency, Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program), 2001 Series A and Subordinated Variable Rate Lease Revenue Pass-Through Obligations, (Lease Purchase Program) 2001 Series B	California Communities Housing and Finance Agency	\$79,212.14

UBS FINAL JUDGMENT ATTACHMENT

<u>Bid Date</u>	<u>Bond Offering</u>	<u>Payee</u>	<u>Amount</u>
12/13/2001	\$44,660,000 Harrisonburg Redevelopment and Housing Authority Variable Rate Lease Purchase Revenue Bonds, 2001 Series A and Subordinated Variable Rate Lease Purchase Revenue Bonds, 2001 Series B	Harrisonburg Redevelopment and Housing Authority	\$127,137.97
12/13/2001	\$22,780,000 Pacific Housing & Finance Agency Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) 2001 Series A and Subordinated Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) 2001 Series B	Pacific Housing & Finance Agency	\$64,793.11
12/18/2001	\$25,000,000 Director of the State of Nevada Department of Business and Industry Variable Rate Demand Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project), Series 2001	Republic Services, Inc.	\$71,169.93
1/17/2002	California Educational Facilities Authority Variable Rate Demand Revenue Bonds \$21,600,000 California Educational Facilities Revenue Bonds (Santa Clara University), Series 2002A and the \$10,390,000 California Educational Facilities Authority Variable Rate Demand Revenue Bonds (Santa Clara University), Series 2002B	Santa Clara University	\$91,069.05
1/24/2002	\$700,855,000 Puerto Rico Highway and Transportation Authority, Transportation Revenue Refunding Bonds (2002 Series D)	Puerto Rico Highway and Transportation Authority	\$1,995,192.16
1/24/2002	\$43,000,000 Pulaski County (Arkansas) Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) 2002 Series A and Subordinated Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) 2002 Series B	Pulaski County, Arkansas	\$122,412.29
1/25/2002	\$8,973,800 New York City Industrial Development Agency, Civil Facility Revenue Bonds (Special Needs Facilities Pooled Program), Series 2001A-1 and Series 2001A-2	New York City Industrial Development Agency	\$19,853.00
1/28/2002	\$32,435,000 Kentucky Economic Development Finance Authority Revenue Bonds Series 2001 (Catholic Health Initiatives); \$219,265,000 Colorado Health Facilities Authority Revenue Bonds, Series 2001 (Catholic Health Initiatives); and \$99,315,000 Montgomery County, Ohio Revenue Bonds, Series 2001 (Catholic Health Initiatives)	Catholic Health Initiatives	\$999,268.57
3/5/2002	\$94,000,000 Rhode Island Housing and Mortgage Finance Corporation Homeownership Opportunity Bonds, Series 39-A (Non-AMT), Series 39-B (AMT), and Series 39-C (AMT)	Rhode Island Housing and Mortgage Finance Corporation	\$287,598.95
3/5/2002	\$202,415,000 Massachusetts Educational Financing Authority, Educational Loan Revenue and Refunding Bonds, Issue E, Series 2002	Massachusetts Educational Financing Authority	\$576,234.49
3/13/2002	\$117,055,000 County of Fresno Taxable Pension Obligation Bonds, Refunding Series 2002	County of Fresno, California	\$333,231.86
3/20/2002	\$40,000,000 North Carolina Capital Facilities Finance Agency Variable Rate Revenue Bonds (Wolfpack Club Project), Series 2002	North Carolina State University Student Aid Association, Inc.	\$113,871.89
3/21/2002	\$80,000,000 Health Care Facilities Authority of Sayre (Pa) Revenue Bonds (Guthrie Health Issue) Series B of 2002	Guthrie Health	\$85,403.92

UBS FINAL JUDGMENT ATTACHMENT

<u>Bid Date</u>	<u>Bond Offering</u>	<u>Payee</u>	<u>Amount</u>
3/21/2002	\$60,000,000 Health Care Facilities Authority of Sayre (Pa) Revenue Bonds (Guthrie Health Issue) Series B of 2002	Guthrie Health	\$85,403.92
3/22/2002	\$27,000,000 City of Tampa, Florida Revenue Bonds, Series 2002 (University of Tampa Project)	University of Tampa	\$76,863.53
4/1/2002	\$50,000,000 Harris County Health Facilities Development Corporation Revenue Bonds (Young Men's Christian Association of the Greater Houston Area) Series 1998	Houston YMCA	\$142,339.87
4/18/2002	\$33,845,000 Industrial Development Authority of the County of Pima (Arizona) Variable Rate Lease Purchase Revenue Bonds, Series 2002	Industrial Development Authority of the County of Pima	\$96,349.86
4/23/2002	\$153,230,000 Regional Transportation District (CO) Sales Tax Revenue Bonds, Series 2002B	Regional Transportation District	\$436,214.76
5/7/2002	\$13,055,000 California Educational Facilities Authority Variable Rate Demand Revenue Refunding Bonds (Art Center College of Design) 2002 Series B	Art Center College of Design	\$37,164.94
5/21/2002	\$51,900,000 Hospital Authority of Clarke County, Georgia Revenue Certificates (Athens Regional Medical Center Project), Series 2002	Athens Regional Medical Center	\$147,748.78
5/28/2002	Texas Community Mental Health and Mental Retardation Centers, \$89,200,000 Public Property Finance Corporation of Texas Mental Health and Mental Retardation Center Facilities Acquisition Program, Acquisition and Refunding Bonds, Series 1993; \$10,000,000 Dallas County Mental Health Retardation Center Revenue Bonds, Mental Health and Mental Retardation Center Facilities Acquisition Program, Series 1995; \$3,375,000 Texas Community MMHR Centers Revenue Bonds, Mental Health Retardation and Mental Retardation Center Facilities Acquisition Program, Series 1995 A-E; \$9,900,000 Public Property Finance Corporation of Texas Mental Health and Mental Retardation Center Facilities Acquisition Program, Revenue Bonds, Series 1996.	Public Property Finance Corporation of Texas Mental Health and Mental Retardation Center	\$320,193.53
5/30/2002	\$123,715,000 New York State Environmental Facilities Corporation State Clean Water and Drinking Water Revolving Funds Revenue Bonds, Series 2002F (Pooled Financing Program - MFI Refunding Bonds) \$120m T	New York State Environmental Facilities Corporation	\$352,181.53
6/4/2002	\$56,815,000 The Governmental Utility Services Corporation of the City of Bessemer (Ala) Water Supply Revenue Bonds, Series 1998	The Governmental Utility Services Corporation of the City of Bessemer	\$161,740.79
6/4/2002	\$20,105,000 Centinella Valley Union High School District (California), 2002 General Obligation Refunding Bonds, Series A	Centinella Valley Union High School District	\$57,234.86
6/4/2002	\$20,105,000 Centinella Valley Union High School District 2002 General Obligation Refunding Bonds, Series A	Centinella Valley Union High School District	\$57,234.86
6/8/2002	\$37,500,000 Maryland Economic Development Corporation Variable Rate Demand Student Housing Revenue Bonds (University of Maryland Baltimore County Project)	University of Maryland	\$106,754.90
6/11/2002	\$385,000,000 Puerto Rico Electric Power Authority Power Revenue Refunding Bonds, Series KK	Puerto Rico Electric Power Authority	\$1,096,016.98

UBS FINAL JUDGMENT ATTACHMENT

<u>Bid Date</u>	<u>Bond Offering</u>	<u>Payee</u>	<u>Amount</u>
6/12/2002	\$25,000,000 Mississippi Home Corporation Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) 2002 Series A	Mississippi Home Corporation	\$71,169.93
6/12/2002	\$43,950,000 Industrial Development Authority of the County of Cape Girardeau, Missouri Health Facilities Revenue Bonds (Southeast Missouri Hospital Association), Series 2002	Southeast Missouri Hospital Association	\$125,116.74
6/17/2002	\$28,432,600 San Gabriel Unified School District Election of 2002 General Obligation Bonds, Series A	San Gabriel Unified School District	\$80,941.85
6/18/2002	\$140,180,000 Municipality of Anchorage, Alaska 2002 General Obligation and Refunding Bonds, Series A (General Purpose) and \$202,145,000 Series B (Schools)	Municipality of Anchorage, Alaska	\$974,529.90
6/19/2002	\$2,274,885,000 Commonwealth of Massachusetts General Obligation Refunding Bonds, 2002 Series A and Consolidated Loan of 2002, Series C	Commonwealth of Massachusetts	\$8,475,510.30
6/20/2002	\$224,150,000 New Jersey Transit Corporation Certificates of Participations (Series 2002A) Subordinated Certificates of Participation (2002 B)	New Jersey Transit Corporation	\$638,109.83
6/20/2002	Tobacco Settlement Financing Corporation \$849,730,000 Tobacco Settlement Asset-Backed Bonds, Series 2002A (Tax-Exempt) and \$35,660,000 Tobacco Settlement Asset-Backed Bonds, Series 2002B (Taxable)	Rhode Island Tobacco Settlement Financing Corporation	\$1,951,186.44
6/27/2002	\$75,415,000 City of Bridgeport, Connecticut General Obligation Refunding Bonds, 2002 Series A dated June 15, 2002	City of Bridgeport	\$214,691.22
6/28/2002	\$18,500,000 McAlester Public Works Authority (Oklahoma) Utility System Revenue Bonds, Series 2002	McAlester Public Works Authority	\$52,665.75
7/1/2002	\$30,000,000 City of Fort Lauderdale, Florida Revenue Bonds (Pine Crest Preparatory School, Inc. Project), Series 2002	Pine Crest Preparatory School, Inc.	\$85,403.92
7/24/2002	\$6,755,000 Holdenville Public Works Authority (OK) Taxable Utility System Refunding Revenue Bonds, Series 2002 dated August 1, 2002 and exchangeable for tax-exempt bonds on Oct. 1, 2003	Holdenville Public Works Authority	\$19,230.12
8/14/2002	\$61,060,000 Vallejo City Unified School District, 2002 General Obligation Refunding Bonds, Series A	Vallejo City Unified School District	\$173,825.45
8/15/2002	\$9,180,000 California Fairs Financing Authority Custodial Receipts (Equipment Lease Purchase Agreement dated August 15, 2002)	California Fairs Financing Authority	\$26,133.60
8/16/2002	\$114,500,000 Allegheny County Airport Authority, Series 2002 AMT Airport Revenue Refunding Bonds	Allegheny County Airport Authority	\$325,958.30
9/23/2002	\$45,825,000 Pleasant Valley School District, 2002 General Obligation Refunding Bonds, Series A	Pleasant Valley School District	\$130,454.49
9/26/2002	\$23,240,000 Community Facilities District No. 98-1 of the Corona-Norco Unified School District 2002 Special Tax Bonds, Series A	Corona-Norco Unified School District	\$66,159.57
9/26/2002	\$121,150,000 Board of Port Commissioners of the City of Oakland, CA Refunding Revenue Bonds 2002, Series N (AMT)	Board of Port Commissioners of the City of Oakland	\$344,889.50
9/27/2002	\$58,000,000 Forsyth County Hospital Authority Revenue Anticipation Certificates (Georgia Baptist Health Care System Project), Series 1998	Georgia Baptist Health Care Ministry Foundation, Inc.	\$156,986.84

UBS FINAL JUDGMENT ATTACHMENT

<u>Bid Date</u>	<u>Bond Offering</u>	<u>Payee</u>	<u>Amount</u>
10/8/2002	\$620,000,000 Board of Port Commissioners of the City of Oakland, CA Revenue Bonds 2002 Series L (AMT) and Series M (non-AMT)	Board of Port Commissioners of the City of Oakland	\$1,765,014.36
10/15/2002	\$173,565,000 Cook County Illinois General Obligation Refunding Bonds, Series 2002D	Cook County Illinois	\$494,104.38
11/18/2002	\$85,485,000 Fresno Unified School District, 2002 General Obligation Refunding Bonds, Series A	Fresno Unified School District	\$186,422.52
11/20/2002	\$242,770,000 Minnesota Housing Finance Agency, Residential Housing Finance Bonds, 2001 Series A, B, C, and D, and 2002 Series I, J, and K	Minnesota Housing Finance Agency	\$691,116.99
12/5/2002	\$89,400,000 New Mexico Educational Assistance Foundation, Education Loan Bonds, Senior Series 2002A-1, 2002A-2, and 2002A-3	New Mexico Educational Assistance Foundation	\$254,503.88
2/5/2003	\$33,015,000 Monroe Newpower Corp. (NY) Power Facilities Revenue Bonds, Series 2003	Monroe Newpower Corp.	\$93,987.01
2/28/2003	\$25,965,000 Delaware Solid Waste Authority, Solid Waste System Revenue Bonds, Series of 1995	Delaware Solid Waste Authority	\$73,917.08
3/6/2003	\$53,846,000 ABAG Finance Authority for Nonprofit Corporations, Variable Rate Lease Revenue Pass-Through Obligations (Lease Purchase Program) Series 2003	ABAG Finance Authority for Nonprofit Corporations	\$153,285.80
3/17/2003	\$43,555,000 Hospital Authority of the City of Newnan, Georgia Revenue Anticipation Certificates (Newnan Hospital, Inc. Project) Series 2002	Newnan Hospital, Inc.	\$123,992.26
3/20/2003	\$51,485,000 City of Stamford, Connecticut General Obligation Refunding Bonds, Issue of 2003	City of Stamford	\$146,567.36
3/28/2003	\$1,050,675,000 Jefferson County, Alabama Sewer Revenue Refunding Warrants, Series 2003-B	Jefferson County, Alabama	\$2,991,058.81
4/3/2003	\$21,660,000 The Regents of the University of New Mexico, Subordinate Lien System Refunding Revenue Bonds, Series 2003A	Regents of the University of New Mexico	\$61,661.63
4/25/2003	\$18,740,000 ABC Unified School District (California) 2003 General Obligation Refunding Bonds, Series A	ABC Unified School District	\$53,348.98
4/25/2003	\$20,000,000 The Edmond Public Works Authority (Oklahoma) Sales Tax and Utility System Revenue Bonds, Series 2003	The Edmond Public Works Authority	\$56,935.95
6/6/2003	\$30,475,000 City of Port Orange, Fla Water And Sewer Refunding Revenue Bonds, Series 2003	City of Port Orange, Fla	\$88,758.15
7/2/2003	\$65,475,936.81 Kenton County Airport Board Special Facilities Revenue Bonds, 2003 Series A (Airs Cincinnati, LLC Project)	Airs Cincinnati, LLC	\$188,398.72
8/14/2003	\$30,850,000 County of Spotsylvania (Va) Water and Sewer System Revenue Bonds, Series of 2001	County of Spotsylvania	\$87,823.70
8/21/2003	\$212,380,000 State of Hawaii General Obligation Refunding Bonds of 2003, Series DB, and General Obligation Refunding Bonds of 2003, Series DC	State of Hawaii	\$604,602.82
10/30/2003	\$28,685,000 Delano Joint Union High School District, 2003 General Obligation Refunding Bonds, Series A	Delano Joint Union High School District	\$75,966.79
11/3/2003	\$45,000,000 West Virginia Water Development Authority Infrastructure Development Bonds (West Virginia Infrastructure and Jobs Development Council Program) 2003 Series A	West Virginia Water Development Authority	\$128,105.88

UBS FINAL JUDGMENT ATTACHMENT

<u>Bid Date</u>	<u>Bond Offering</u>	<u>Payee</u>	<u>Amount</u>
4/6/2004	\$7,500,000 Pismo Beach Public Financing Authority (California) 2004 Revenue Bonds, Series A (Wastewater Project)	Pismo Beach Public Financing Authority	\$21,350.98
4/23/2004	\$96,790,994.55 San Jose -Evergreen Community College District 2004 General Obligation Refunding Bonds, Refunding Series A Bonds, Refunding Series B (2006 Crossover) Bonds, and Refunding Series C (2010 Crossover) Bonds	San Jose -Evergreen Community College District	\$275,544.35
5/18/2004	\$32,410,000 San Jose -Evergreen Community College District 2004 General Obligation Refunding Bonds and \$59,997,780 Election of 2004 General Obligation Bonds, Series A	San Jose -Evergreen Community College District	\$263,066.17
5/20/2004	\$500,000,000 Maine State Housing Authority General Housing Draw Down Bonds, Series 2004A (Non-AMT) and Series 2004B (AMT)	Maine State Housing Authority	\$1,423,398.68
6/10/2004	\$238,315,000 City of Richmond, VA Public Utility Revenue and Refunding Bonds, Series 1998A and Series 2002	City of Richmond, VA	\$678,434.51
6/24/2004	\$200,000,000 Public Building Authority of the County of Montgomery, Adjustable Rate Pooled Financing Revenue Bonds, Series 2004 (Tennessee County Loan Pool)	Public Building Authority of the County of Montgomery	\$589,359.47
6/24/2004	\$150,000,000 Public Building Authority of the City of Clarksville Adjustable Rate Pooled Financing Revenue Bonds, Series 2004 (Tennessee Municipal Bond Fund)	Public Building Authority of the City of Clarksville	\$427,019.60
6/29/2004	\$141,600,000 School Building Authority of West Virginia Lottery Capital Improvement Revenue Bonds, Series 2004	School Building Authority of West Virginia	\$403,106.51
11/1/2004	\$58,040,000 Fresno Unified School District 2004 General Obligation Refunding Bonds, Series B	Fresno Unified School District	\$165,228.12
			\$47,207,180.00



McAlester City Council

AGENDA REPORT

Meeting Date: June 28, 2011 Item Number: 8
Department: City Manager
Prepared By: Peter Stasiak Account Code: N/A
Date Prepared: June 20, 2011 Budgeted Amount: N/A
Exhibits: (1) Adm. Policy #46

Subject

Consider and act upon, amending Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility.

Recommendation

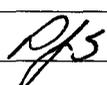
Motion to act upon and approve amending Administrative Policy # 46 establishing the Landfill hours of operation for the public, limiting the length of trailers for access to the facility, and securing loads.

Discussion

At the City Council Special Workshop on June 7, 2011, the Council approved to have the Landfill open on the second Saturday of each month from 8:00 a.m. to 12:00 Noon, and will be open to City of McAlester Residents only.

Citizens will have to show their water bill to confirm residency within the McAlester City Limits. The Landfill is rapidly reaching full capacity for the existing cell. This Administrative Policy will limit the hours of operation of the facility to extend the life of the cell. In addition, for the safety of our citizens this Policy restricts the length of trailers to 12 feet at the working face. Due to the large equipment at the face and small working area, safety of our citizens and workers is most important.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	June 20, 2011

ADMINISTRATIVE POLICY NO. 46

TO: ALL RESIDENTS OF CITY OF MCALESTER
FROM: PETER J. STASIAK, CITY MANAGER
DATE: ~~MAY 17, 2011~~
JUNE 28, 2011
SUBJECT: CITY OF MCALESTER LANDFILL

The City of McAlester Landfill's existing working cell is nearing full capacity. In order to maintain the operation and the safety of our citizens and workers, the following guidelines are hereby established:

Hours of Operation:

Effective July 1, 2011

Monday through Friday ~~8:00 a.m. — 12:00 Noon~~
Saturday ~~8:00 a.m. — 4:00 P.M.~~

2nd Saturday of each month 8:00 a.m. – 12:00 Noon

OPEN TO CITY OF MCALESTER RESIDENTS ONLY.

You will need to present your water bill to confirm residency within the McAlester City Limits

Household Waste:

All loads shall be covered as required by Oklahoma Law.

Trailers:

- Limited to 12 foot trailers on the working cell.
- Trailers greater than 12 feet in length will be provided a roll off bin for disposal of waste.
- Trailers transporting limbs and yard waste are required to be covered or secured with rope.
- Trailers transporting limbs only will not be limited as to length.

The City Council of the City of McAlester authorizes the Administration to change the hours of operation for the Landfill upon notification to the Council.

Council Chambers
Municipal Building
May 24, 2011

The McAlester Airport Authority met in a Regular session on Tuesday, May 24, 2011, at 6:00 P.M. after proper notice and agenda was posted May 19, 2011.

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,
Sam Mason & Kevin E. Priddle

Absent: None

Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Mason and seconded by Mr. Browne to approve the following:

- Confirm action taken on City Council Agenda Item A, regarding claims ending May 24, 2011. (*Gayla Duke, Chief Financial Officer*) In the amount of \$1,528.00.
- Confirm action taken on City Council Agenda Item 1, to fill the vacancy on the McAlester City Council (Ward 5) for the unexpired term, pursuant to Section 2.06 (c) of the McAlester City Charter. If vacancy is filled a swearing in ceremony will be conducted immediately following. (*Mayor, Kevin Priddle*)
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign a Renewal Letter with Unitedhealthcare for medical coverage, in the amount of \$507.18/per full time regular employee for medical insurance. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign an application for a dental insurance plan for all full time regular employees with Guardian Life for the period of July 1, 2011 through June 30, 2012. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign an application and participation agreement with Lincoln National Life Insurance Company for Life Insurance and Long Term Disability Insurance for full time regular employee. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign an application with Superior Vision Services, Inc. for vision care for full time regular employee for a period of July 1, 2011 through June 30, 2012. (*Pamela Kirby, Human Resources Manager*)

- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company (“Aflac”). *(Pamela Kirby, Human Resources Manager)*
- Confirm action taken on City Council Agenda Item 9, the repeal of City of McAlester Administrative Policy No. 35 - COUNCIL CONTACT. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, to adopt a resolution to support the display of the national motto “IN GOD WE TRUST” in a prominent location in the McAlester City Hall or Council Chambers and authorize the City Manager to order the display with a cost not to exceed \$2,000.00. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 12, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officer)*

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 14, 2011

The McAlester Airport Authority met in a Regular session on Tuesday, June 14, 2011, at 6:00 P.M. after proper notice and agenda was posted June 10, 2011.

Present: Steve Harrison, John Browne, Robert Karr, Sam Mason & Kevin E. Priddle
Absent: Weldon Smith & Buddy Garvin
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Harrison and seconded by Mr. Browne to approve the following:

- Approval of the Minutes from the May 10, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, approval of claims ending June 14, 2011. *(Gayla Duke, Chief Financial Officer)* In the amount of \$3,532.91.
- Confirm action taken on City Council Agenda Item F, to authorize the Mayor to sign a Resolution directing filing and notification for the publication of biennial supplements to the McAlester City Code of 1972. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 2, two amendments to airport consultant LBR's contract with City of McAlester. *(Mel Priddy, Director Community Services)*
- Confirm action taken on City Council Agenda 4, an Ordinance amending Chapter 106, Article III, Division 3 Industrial Use Ordinances of the McAlester Code of Ordinances, by adding and revising certain sections to update all provisions to meet current State and Federal regulations, providing for a severability clause: and declaring an emergency. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda Item 8, adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2011-2012; providing for severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

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

AYE: Trustees Harrison, Browne, Karr, Mason & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Harrison, Browne, Karr, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 24, 2011

The McAlester Public Works Authority met in a Regular session on Tuesday, May 24, 2011, at 6:00 P.M. after proper notice and agenda was posted May 19, 2011.

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,
Sam Mason & Kevin E. Priddle
Absent: None
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Mason and seconded by Mr. Browne to approve the following:

- Confirm action taken on City Council Agenda Item A, regarding claims ending May 24, 2011. (*Gayla Duke, Chief Financial Officer*) In the amount of \$252,659.70.
- Confirm action taken on City Council Agenda Item 1, to fill the vacancy on the McAlester City Council (Ward 5) for the unexpired term, pursuant to Section 2.06 (c) of the McAlester City Charter. If vacancy is filled a swearing in ceremony will be conducted immediately following. (*Mayor, Kevin Priddle*)
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign a Renewal Letter with Unitedhealthcare for medical coverage, in the amount of \$507.18/per full time regular employee for the for medical insurance. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign an application for a dental insurance plan for all full time regular employees with Guardian Life for the period of July 1, 2011 through June 30, 2012. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign an application and participation agreement with Lincoln National Life Insurance Company for Life Insurance and Long Term Disability Insurance for full time regular employee. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign an application with Superior Vision Services, Inc. for vision care for full time regular employee for a period of July 1, 2011 through June 30, 2012. (*Pamela Kirby, Human Resources Manager*)

- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company (“Aflac”). *(Pamela Kirby, Human Resources Manager)*
 - Confirm action taken on City Council Agenda Item 9, the repeal of City of McAlester Administrative Policy No. 35 - COUNCIL CONTACT. *(Peter J. Stasiak, City Manager)*
 - Confirm action taken on City Council Agenda Item 10, adopting Administrative Policy # 46 establishing the Landfill hours of operation for the public and limiting the length of trailers for access to the facility. *(Peter J. Stasiak, City Manager)*
 - Confirm action taken on City Council Agenda Item 11, to adopt a resolution to support the display of the national motto “IN GOD WE TRUST” in a prominent location in the McAlester City Hall or Council Chambers and authorize the City Manager to order the display with a cost not to exceed \$2,000.00. *(Peter J. Stasiak, City Manager)*
 - Confirm action taken on City Council Agenda Item 12, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officer)*
 - Confirm action taken on City Council Agenda Item 13, authorizing expenditure of \$160,000 to repair a portion of the Sandy Creek canal wall. *(John C. Modzelewski, P.E., City Engineer and PW Director)*
 - Confirm action taken on City Council Agenda Item 14 (A), authorizing the Mayor to sign forms for 1.1, 3.10, 3.9, 3.7, 1.2 to obtain a Release of Funds for the City of McAlester CDBG Small Cities Grant 13914-CDBG-09. *(David Medley, Director of Utilities)*
- Confirm action taken on City Council Agenda Item 14 (B), the adoption of a Residential Anti-Displacement and Relocation Assistance Plan – Attachment 15. *(David Medley, Director of Utilities)*
- Confirm action taken on City Council Agenda Item 15, action regarding an Ordinance creating an Economic Development and Arts District in the City of McAlester. *(John Browne, Vice Mayor)*
 - Confirm action taken on City Council Agenda Item 16, approving a monetary contribution from Economic Development funds in the amount of \$14,001 for Legends at Hickory Ridge, Phase III development. *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

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

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 14, 2011

The McAlester Public Works Authority met in a Regular session on Tuesday, June 14, 2011, at 6:00 P.M. after proper notice and agenda was posted June 10, 2011.

Present: Steve Harrison, John Browne, Robert Karr, Sam Mason & Kevin E. Priddle
Absent: Weldon Smith & Buddy Garvin
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Harrison and seconded by Mr. Browne to approve the following:

- Approval of the Minutes from the May 10, 2011 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending June 14, 2011. *(Gayla Duke, Chief Financial Officer)* In the amount of \$61,169.68.
- Confirm action taken on City Council Agenda Item F, to authorize the Mayor to sign a Resolution directing filing and notification for the publication of biennial supplements to the McAlester City Code of 1972. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.30451-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda 3, to award of bid to J.S. Haren Company for the construction of the Water Treatment Plant Filter and Clearwell Improvements project and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with J.S. Haren Company in an amount of \$414,900.00. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda 4, an Ordinance amending Chapter 106, Article III, Division 3 Industrial Use Ordinances of the McAlester Code of Ordinances, by adding and revising certain sections to update all provisions to meet current State and Federal regulations, providing for a severability clause: and declaring an emergency. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda 5, a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial). *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda 6, a change in zoning from R-1B (Single Family Residential) to C-5 (Highway Commercial). (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 8, adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2011-2012; providing for severability clause; and declaring an emergency. (*Gayla Duke, CFO*)

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

AYE: Trustees Harrison, Browne, Karr, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

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

AYE: Trustees Harrison, Browne, Karr, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 26, 2011

The McAlester Retirement Trust Authority met in Regular session on Tuesday, April 26, 2011 at 6:00 P.M. after proper notice and agenda was posted April 25, 2011.

Present: Weldon Smith, John Browne, Steve Harrison, Robert Karr, Buddy Garvin,
Sam Mason & Kevin E. Priddle

Absent: None

Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Harrison seconded by Mr. Browne to approve the following:

- Approval of the Minutes from the March 22, 2011, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of April 2011. (*Gayla Duke, Chief Financial Officer*) In the amount of \$54,991.49

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Harrison moved for the meeting to be adjourned, seconded by Mr. Browne. The vote was taken as follows:

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin E. Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 24, 2011

The McAlester Retirement Trust Authority met in Regular session on Tuesday, May 24, 2011 at 6:00 P.M. after proper notice and agenda was posted May, 2011.

Present: Weldon Smith, John Browne, Steve Harrison, Robert Karr, Buddy Garvin,
Sam Mason & Kevin E. Priddle

Absent: None

Presiding: Kevin E. Priddle, Chairman

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

- Approval of Retirement Benefit Payments for the Period of May 2011. (*Gayla Duke, Chief Financial Officer*) In the amount of \$58,792.02.

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin E. Priddle, Chairman

ATTEST:

Cora Middleton, Secretary