



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, July 26, 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

Linda Lowher, First Baptist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of Claims for July 6, 2011 through July 19, 2011. *(Gayla Duke, Chief Financial Officer)*
- B. Accept and place on file the Oklahomans for Independent Living Quarterly Report for April, May and June 2011. *(Mike Ward, Executive Director)*
- C. Consider and act upon, authorizing the Mayor to sign an agreement between the City of McAlester and Campus Police for FY 2011-2012. *(Peter J. Stasiak, CM)*
- D. Concur with Mayor's Re-Appointment of Bill Derichsweiler to the Pittsburg County Regional Expo Board for a term to expire June 2015. *(Kevin E. Priddle, Mayor)*

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 ANNUL, VACATE, CLOSE AND DISCONTINUE ILLINOIS STREET FROM FIFTH STREET TO NINTH STREET, IN THE CITY OF MCALESTER, OKLAHOMA, AND GRANTING OWNERSHIP OF SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS AND DECLARING AN EMERGENCY.~~

SCHEDULED BUSINESS

1. Presentation and Financial Update on the McAlester Regional Health Center. *(Brian Dietz, Interim President/Chief Executive Officer, McAlester Regional Health Center)*

Executive Summary

Presentation and update on McAlester Regional Health Center.

2. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association *(Peter J. Stasiak, City Manager/Carol Ervin, Executive Director, McAlester Main Street)*

Executive Summary

Motion to approve authorizing the Mayor to sign the Main Street Association Contract.

3. Consider, and act upon, approval of the attached Transfer of Appropriations for FY 2010-2011. *(Gayla Duke, CFO)*

Executive Summary

Motion to approve the budget transfers as attached numbered: T1011-083, T1011-084, and T1011-085.

4. Financial Presentation for Year Ending June 30, 2011. *(Gayla Duke, CFO)*

Executive Summary

Financial Presentation for Year Ending June 30, 2011.

5. Consider and act upon a Renewal of Excess Worker's Comp Insurance through Jordan-Carris Agency with Midwest Employees Casualty Company. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve a Renewal of Excess Worker's Comp Insurance and authorizing the Mayor to sign renewal policy.

6.
 - A. Consider and act upon, a request by H.O.G. (Harley Owners Group), to pay the rental fee in the amount of \$3,750.00 out of the Tourism Budget, for the use of the Southeast Expo Center on October 5 – 8, 2011 for the 2011 Oklahoma State H.O.G. Rally. *(Jerry Lynn Wilson, Expo Center Manager)*
 - B. Consider and act upon, a request by G.W.R.R.A. (Goldwing Road Riders Association), to pay the rental fee in the amount of \$2,875.00 out of the Tourism Budget, for the use of the Southeast Expo Center on October 27-29, 2011 for the 2011 State Convention. *(Jerry Lynn Wilson, Expo Center Manager)*
 - C. Consider, and act upon, a request by Dr. Douglas Auld, for the use of the Southeast Expo Center on February 2-5, 2012, for the Oklahoma Mission of Mercy, by partnering with them for the rental fee in the amount of \$3,750.00 from the 2011/12 approved Expo partnership funds. *(Jerry Lynn Wilson, Expo Center Manager)*
 - D. Consider, and act upon, a request by the Pittsburg County Local Services Coalition (LSE), for the use of the Southeast Expo Center on August 25, 2011, for the "Dare to be Different Youth Summit", by partnering with them for the rental fee in the amount of \$375.00, from the 2011/12 approved Expo partnership funds. *(Jerry Lynn Wilson, Expo Center Manager)*

Executive Summary

Motion to approve partnering with said organizations and paying rental fees out of the Tourism Budget and Expo Partnership Funds.

7. Consider, and act upon, a bid award to Total Radio Inc., for the purchase of thirty-eight (38) hand held radios and forty-three (43) mobile radios. *(Darrell Miller, Asst Chief of Police)*

Executive Summary

Motion to approve a \$52,483.35 bid from Total Radio, Inc. for the purchase of new radios.

- 8. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the development of Storm Water Pollution Prevention Plan (SWPPP) for the East and West Wastewater Treatment Plants. This will allow the City of McAlester to continue to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA’s National Pollutant Discharge Elimination System (NPDES).
(John C. Modzelewski, PE, Director of Engineering and Public Works)

Executive Summary

Motion to approve an Agreement for Engineering Services with Meshek & Associates, PLC for the development of Storm Water Pollution Prevention Plan (SWPPP) for the East and West Wastewater Treatment Plants Storm Water Management Program activities during FY 2011-2012 for a fee not to exceed \$50,000.

- 9. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for Phase II Stormwater Management Program Permit for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA’s National Pollutant Discharge Elimination System (NPDES).
(John C. Modzelewski, PE, Director of Engineering and Public Works)

Executive Summary

Motion to approve an Agreement for Engineering Services with Meshek & Associates, LLC for Phase II Stormwater Management Program activities during FY 2011-2012 for a fee not to exceed \$50,000.

- 10. **TABLED FROM PREVIOUS MEETING:** Consider and act upon, to amend and ratify Ordinance No. 1366. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon to amend and ratify Ordinance No. 1366.

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 July 12, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item A, regarding claims ending July 19, 2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, a Renewal of Excess Worker's Comp Insurance through Jordan-Carris Agency with Midwest Employees Casualty Company. *(Cora Middleton, City Clerk)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 12, 2011 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item A, regarding claims ending July 19, 2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association *(Peter J. Stasiak, City Manager/Carol Ervin, Executive Director, McAlester Main Street)*
- Confirm action taken on City Council Agenda Item 3, approval of the attached Transfer of Appropriations for FY 2010-2011. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 5, a Renewal of Excess Worker's Comp Insurance through Jordan-Carris Agency with Midwest Employees Casualty Company. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 6:
 - A. A request by H.O.G. (Harley Owners Group), to pay the rental fee in the amount of \$3,750.00 out of the Tourism Budget, for the use of the Southeast Expo Center on October 5 – 8, 2011 for the 2011 Oklahoma State H.O.G. Rally. *(Jerry Lynn Wilson, Expo Center Manager)*
 - B. A request by G.W.R.R.A. (Goldwing Road Riders Association), to pay the rental fee in the amount of \$2,875.00 out of the Tourism Budget, for the use of the Southeast Expo Center on October 27-29, 2011 for the 2011 State Convention. *(Jerry Lynn Wilson, Expo Center Manager)*

- C. A request by Dr. Douglas Auld, for the use of the Southeast Expo Center on February 2-5, 2012, for the Oklahoma Mission of Mercy, by partnering with them for the rental fee in the amount of \$3,750.00 from the 2011/12 approved Expo partnership funds. *(Jerry Lynn Wilson, Expo Center Manager)*
- D. A request by the Pittsburg County Local Services Coalition (LSE), for the use of the Southeast Expo Center on August 25, 2011, for the “Dare to be Different Youth Summit”, by partnering with them for the rental fee in the amount of \$375.00, from the 2011/12 approved Expo partnership funds.
(Jerry Lynn Wilson, Expo Center Manager)
- Confirm action taken on City Council Agenda Item 8, an Agreement for Engineering Services with Meshek & Associates, PLC for the development of Storm Water Pollution Prevention Plan (SWPPP) for the East and West Wastewater Treatment Plants. This will allow the City of McAlester to continue to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA’s National Pollutant Discharge Elimination System (NPDES). *(John C. Modzelewski, PE, Director of Engineering and Public Works)*
 - Confirm action taken on City Council Agenda Item 9, an Agreement for Engineering Services with Meshek & Associates, PLC for Phase II Stormwater Management Program Permit for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA’s National Pollutant Discharge Elimination System (NPDES). *(John C. Modzelewski, PE, Director of Engineering and Public Works)*
 - Confirm action taken on City Council Agenda Item 10, to amend and ratify Ordinance No. 1366. *(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 June 28, 2011, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of July 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

**CLAIMS FROM
JULY 6, 2011
THRU
JULY 19, 2011**

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00170	ADA PAPER CO.					
		I-328859	01 -5548316	REPAIRS & MAI JANITORIAL SUPPLIES	055807	1,000.00
		I-328859A	01 -5548316	REPAIRS & MAI JANITORIAL SUPPLIES	055807	152.16
01-A00267	AIRGAS					
		I-106241893	01 -5432202	OPERATING SUP OWYGEN & SUPPLIES FOR EMS	055808	121.35
		I-106979902	01 -5432202	OPERATING SUP OXYGEN SUPPLIES FOR EMS	055808	135.23
		I-106979904	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL PKS	055808	47.67
		I-106979904	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	055808	126.39
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201107062678	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	055726	72.95
		I-201107062678	01 -5320328	INTERNET SERV INTERNET SVS-DETECTIVE DIV	055726	116.75
		I-201107132702	01 -5865328	INTERNET SERV INTERNET SVS-TRAFFIC CONT	055789	75.65
		I-201107132702	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	055789	75.65
		I-201107132702	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	055789	75.65
		I-201107132702	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	055789	62.95
01-A00751	ATWOODS					
		I-597/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	50.97
		I-598/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	25.98
		I-599/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	194.80
		I-600/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	77.70
		I-604/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	17.97
		I-605/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	62.12
		I-606/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	154.11
		I-613/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055813	79.98
01-A00770	AUTO PARTS CO					
		I-887210	01 -5431203	REPAIRS & MAI AUTO PARTS	055814	117.57
		I-887242	01 -5431203	REPAIRS & MAI AUTO PARTS	055814	75.97
		I-887255	01 -5431203	REPAIRS & MAI AUTO PARTS	055814	174.61
01-B00486	BRADELY RAY INMAN					
		I-201107112691	01 -5544308	CONTRACT LABO UMPIRE FEES-12 GAMES	055816	300.00
		I-201107202729	01 -5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	055915	200.00
01-B00497	BRANDON BECK					
		I-201107112690	01 -5544308	CONTRACT LABO UMPIRE FEES-15 GAMES	055817	375.00
		I-201107202730	01 -5544308	CONTRACT LABO UMPIRE FEES-10 GAMES	055916	250.00
01-C00100	CLEET					
		I-201107152706	01 -2100	CLEET PAYABLE CLEET FEES COLLECTED	055796	4,874.58
01-C00209	CASCO INDUSTRIES					
		I-490994	01 -5431204	SMALL TOOLS FIRE FIGHTING EQUIPMENT	055818	732.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201107062680	01 -5215314	GAS UTILITY GAS SVS-LIBRARY	055728	32.96

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	continued					
		I-201107062680	01	-5215314	GAS UTILITY GAS SVS-CEMETERY OFFICE	055728	49.58
		I-201107062680	01	-5215314	GAS UTILITY GAS SVS-MONROE COMPLEX MAINT	055728	23.68
		I-201107062680	01	-5215314	GAS UTILITY GAS SVS-CEMETERY MAINT	055728	29.18
		I-201107062680	01	-5215314	GAS UTILITY GAS SVS-CITY HALL	055728	80.77
		I-201107062680	01	-5215314	GAS UTILITY GAS SVS-MONROE COMPLEX MAIN B	055728	23.01
		I-201107062680	01	-5215314	GAS UTILITY GAS SVS-FIRE STATION #3	055728	32.96
		I-201107062680	01	-5215314	GAS UTILITY GAS SVS-STIPE CTR	055728	216.52
01-C00430	CHIEF FIRE & SAFETY CO.						
		I-164767	01	-5431203	REPAIRS & MAI REPAIR PARTS FOR EMS E-3	055819	130.00
		I-166303	01	-5432316	REPAIRS & MAI EMER LTS FOR BRUSH-1	055819	288.00
01-C00463	CITY MANAGERS ASSOCIATI						
		I-10-02876	01	-5210331	EMPLOYEE TRAV CMAO CONF. FEES	055820	150.00
01-C00840	CRAWFORD & ASSOCIATES						
		I-mcalest-11	01	-5215302	CONSULTANTS CONSULTING FEES	055822	476.25
01-D00330	DEPT. OF PUBLIC SAFETY						
		I-04-1200123	01	-5321308	CONTRACTED SE TELETYPE RENTAL	055827	350.00
01-D00402	DIAMOND TROPHY						
		I-e07072011	01	-5653215	AWARDS PROGRA OPEN PO FOR PLAQUES FOR	055828	14.95
01-D00540	DOLESE BROTHERS						
		I-RM11028698	01	-5865218	STREET REPAIR OPEN PO FOR CONCRETE	055829	871.50
		I-RM11030247	01	-5865218	STREET REPAIR OPEN PO FOR CONCRETE	055829	344.00
		I-RM11030605	01	-5865218	STREET REPAIR OPEN PO FOR CONCRETE	055829	516.00
		I-RM11033387	01	-5865218	STREET REPAIR OPEN PO FOR CONCRETE	055829	293.43
		I-RM11033748	01	-5865218	STREET REPAIR OPEN PO FOR CONCRETE	055829	602.00
		I-RM11034416	01	-5865218	STREET REPAIR OPEN PO FOR CONCRETE	055829	326.50
01-E00098	EAST CENTRAL UNIVERSITY						
		I-02	01	-5101319	MISCELLANEOUS CARTOGRAPHY SERVICES	055830	857.94
01-E00266	ERVIN & ERVIN ATTORNEYS						
		I-7-18-11	01	-5214302	CONSULTANTS LEGAL FEES DUE	055833	1,935.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201107112694	01	-5322212	FUEL EXPENSE FUEL BILL-JUNE-ANIMAL CONT	055834	673.98
		I-201107112694	01	-5321212	FUEL EXPENSE FUEL BILL-JUNE-POLICE	055834	11,506.48
		I-201107112694	01	-5431212	FUEL EXPENSE FUEL BILL-JUNE-FIRE	055834	1,952.93
		I-201107112694	01	-5542212	FUEL EXPENSE FUEL BILL-JUNE-PARKS	055834	3,257.28
		I-201107112694	01	-5548212	FUEL EXPENSE FUEL BILL-JUNE-FACILITY MAINT	055834	359.32
		I-201107112694	01	-5865212	FUEL EXPENSE FUEL BILL-JUNE-STREETS	055834	1,810.33
		I-201107112694	01	-5544212	FUEL EXPENSE FUEL BILL-JUNE-RECREATION	055834	128.15
		I-201107112694	01	-5652212	FUEL EXPENSE FUEL BILL-JUNE-COMM DEV/CODES	055834	515.35
		I-201107112694	01	-5225212	FUEL EXPENSE FUEL BILL-JUNE-IT	055834	141.09

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
						continued
		I-201107112694	01 -5653212	FUEL EXPENSE FUEL BILL-JUNE-HR/SAFETY	055834	38.66
		I-201107112694	01 -5547212	FUEL EXPENSE FUEL BILL-JUNE-CEMETERY	055834	410.14
		I-201107112694	01 -5432212	FUEL EXPENSE FUEL BILL-JUNE-EMS	055834	1,789.47
		I-201107112695	01 -5865212	FUEL EXPENSE FUEL BILL-JUNE-STREETS	055835	28.86
		I-201107112695	01 -5547212	FUEL EXPENSE FUEL BILL-JUNE-CEMETERY	055835	42.65
		I-201107112695	01 -5542212	FUEL EXPENSE FUEL BILL-JUNE-PARKS	055835	221.08
		I-201107112695	01 -5321212	FUEL EXPENSE FUEL BILL-JUNE-POLICE	055835	103.04
		I-201107112695	01 -5544212	FUEL EXPENSE FUEL BILL-JUNE-RECREATION	055835	240.78
01-F00130	FIRE PROTECTION PUBLICA					
		I-602151	01 -5432331	EMPLOYE TRAVE TRAINING MANUALS	055837	280.12
01-G00010	G & C RENTAL CENTER, IN					
		I-8591	01 -5865218	STREET REPAIR RENTAL ON ASPHALT ROLLER	055839	595.00
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-511307692	01 -5431207	CLOTHING ALLO MISC UNIFORM PURCHASES	055840	173.98
		I-511322450	01 -5431207	CLOTHING ALLO MISC UNIFORM PURCHASES	055840	130.99
		I-511356806	01 -5431207	CLOTHING ALLO MISC UNIFORM PURCHASES	055840	109.98
		I-511385291	01 -5431207	CLOTHING ALLO MISC UNIFORM PURCHASES	055840	188.52
		I-511385292	01 -5431207	CLOTHING ALLO MISC UNIFORM PURCHASES	055840	34.44
		I-511424833	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	055840	340.13
		I-511436747	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	055840	131.33
		I-511456036	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	055840	32.88
		I-511458422	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	055840	127.76
		I-511465658	01 -5431331	EMPLOYEE TRAV TRANING MANIKIN	055840	1,087.84
		I-511473166	01 -5321202	OPERATING SUP 7 REFLECTIVE VESTS	055840	132.93
		I-51443835	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	055840	87.84
		I-51443836	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	055840	127.76
01-I00043	ICMA					
		I-621435	01 -5653331	EMPLOYEE TRAV WEBINAR FEES	055843	249.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-032708	01 -5321202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	055844	11.09
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-201107192721	01 -5432308	CONTRACTED SE EMS BILLING SVS-JUNE 2011	055845	1,814.61
01-I00129	INDEPENDENT MACHINE					
		I-873	01 -5431316	REPAIRS & MAI REPAIRS TO EMS VEHICLES	055846	233.26
01-I00140	INDIAN NATION WHOLESALE					
		I-5419782	01 -5543202	OPERATING SUP CONCESSION SUPPLIES FOR	055847	1,001.29
01-J00110	JACKIE BRANNON CORR. CT					
		I-P186	01 -5542308	CONTRACTED SE MONTHLY INMATE FEES	055848	113.43

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00140	JAMES H ROBERTS	I-201107202736	01	-5544308	CONTRACT LABO UMPIRE FEES-2 GAMES	055917	50.00
01-J00326	JIM MIZE	I-201107112692	01	-5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	055849	150.00
		I-201107202732	01	-5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	055918	150.00
01-J00340	JIM WOOD REFRIGERATION	I-11-13326	01	-5548316	REPAIRS & MAI AC REPAIRS AT CITY HALL	055850	330.25
01-K00101	KEITH A. BARNES	I-201107112689	01	-5544308	CONTRACT LABO UMPIRE FEES-13 GAMES	055851	325.00
		I-201107202734	01	-5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	055919	75.00
01-L00067	LABORATORY CONSULTANT S	I-030871	01	-5653348	DRUG TESTING/ DRUG TESTING AS NEEDED	055854	50.00
		I-030872	01	-5653348	DRUG TESTING/ DRUG TESTING AS NEEDED	055854	50.00
		I-030941	01	-5653348	DRUG TESTING/ DRUG TESTING AS NEEDED	055854	50.00
		I-030959	01	-5653348	DRUG TESTING/ DRUG TESTING AS NEEDED	055854	50.00
		I-031068	01	-5653348	DRUG TESTING/ RANDOM DRUG TESTING	055854	206.00
01-L00078	LAMBERT MECHANICAL INC	I-110674	01	-5548316	REPAIRS & MAI AC REPAIRS AT LIBRARY	055855	455.00
01-L00380	LOCKE SUPPLY CO.	I-15114373-00	01	-5548202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055856	9.97
		I-15504658&14842176	01	-5548202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055856	267.97
		I-15565022-00	01	-5548202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055856	60.78
		I-15619545-00	01	-5548202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055856	76.22
		I-15687865-00	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055856	29.57
		I-15689130-00	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055856	28.34
11-L00428	LOWE'S CREDIT SERVICES	I-08484	01	-5548203	REPAIRS & MAI MAINT SUPPLIES AS NEEDED	055857	31.34
		I-09107	01	-5548203	REPAIRS & MAI MAINT SUPPLIES AS NEEDED	055857	49.90
		I-09521	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055857	17.59
		I-14001	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055857	23.44
		I-14944	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055857	333.47
		I-901112	01	-5432203	REPAIR & MAIN SUPPLIES AS NEEDED	055857	17.24
		I-908420	01	-5865204	SMALL TOOLS DRILL & SUPPLIES FOR	055857	408.32
		I-909038	01	-5865203	REPAIR & MAIN TO PAY OLD INVOICES	055857	61.99
		I-909116	01	-5548203	REPAIRS & MAI MAINT SUPPLIES AS NEEDED	055857	126.65
		I-909979	01	-5865203	REPAIR & MAIN TO PAY OLD INVOICES	055857	100.61
		I-912127	01	-5865203	REPAIR & MAIN TO PAY OLD INVOICE	055857	113.73
11-L00429	LOVE BOTTLING CO.	I-19318574	01	-5543202	OPERATING SUP CONCESSION SUPPLIES FOF	055858	229.50
11-M00083	MARGARET MCMORROW - LOV						

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00083	MARGARET MCMORROW - LOV					
		I-10-02892	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR	055859	1,370.00
01-M00174	MATT HULL					
		I-201107202738	01 -5544308	CONTRACT LABO UMPIRE FEES-5 GAMES	055920	125.00
01-M00325	MICHAEL T DAWKINS					
		I-201107112688	01 -5544308	CONTRACT LABO UMPIRE FEES-2 GAMES	055862	50.00
		I-201107202731	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	055921	75.00
01-M00460	MITCHAEAL D DISTRIBUTING					
		I-2013057	01 -5544202	OPERATING SUP CONCESSION INVENTORY	055863	63.00
01-M00467	MILLER OFFICE EQUIPMENT					
		I-MCA317018	01 -5431202	OPERATING SUP CONTRACT OVERAGE CHG	055864	46.18
01-M00570	MOORE MEDICAL CORP.					
		C-90429705	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	055865	1.35-
		C-90429707	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	055865	4.05-
		C-90429707	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	055865	4.05-
		C-90429708	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	055865	2.70-
		C-90429709	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	055865	2.70-
		I-96805475	01 -5432204	SMALL TOOLS PULSE OX METERS	055865	388.35
		I-96821355	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	055865	597.10
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-211420	01 -5431316	REPAIRS & MAI REPLACE RADIO IN M-3	055867	206.00
		I-211420	01 -5432316	REPAIRS & MAI REPLACE RADIO IN M-3	055867	1,398.90
		I-211423	01 -5432316	REPAIRS & MAI REPLACE RADIO IN M-3	055867	401.10
01-MC0169	MCALESTER REGIONAL HOSP					
		I-7-1-11	01 -5653348	DRUG TESTING/ PHY. CAPACITY PROFILE	055868	196.00
		I-7-1-11 CITYLAB	01 -5653348	DRUG TESTING/ NEW H IRE DRUG TESTING	055868	243.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700516	01 -5548311	PARKING RENTA PARKING LOT RENTAL - 6 MO	055869	375.00
01-MC0226	MC DONALDS RESTURANT					
		I-01-3	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	055870	1.09
		I-02-3	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	055870	2.00
		I-04-3	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	055870	1.09
		I-04-3	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	055870	7.27
		I-62	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	055870	1.00
		I-68	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	055870	8.26
01-N00250	MCALESTER NEWS CAPITAL					
		I-05602199	01 -5212317	ADVERTISING & MISC PUBLICATIONS-COUNCIL	055871	37.95
		I-05602200	01 -5212317	ADVERTISING & MISC PUBLICATIONS-COUNCIL	055871	15.75
		I-JUNE 2011	01 -5653317	ADVERTISING & OPEN PO FOR EMPLOYMENT	055871	30.60

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS						
		C-338921	01	-5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	055873	10.00-
		I-327294	01	-5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	055873	13.58
		I-336455	01	-5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	055873	16.76
		I-345207	01	-5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	055873	294.78
01-000219	OKLA BUREAU OF NARCOTIC						
		I-201107182715	01	-2103	ORNB PAYABLE (DRUG ED FEES	055875	20.40
		I-201107182716	01	-2101	AFIS PAYABLE AFIS & FORENSIC FEES COLLECTED	055875	2,679.12
		I-201107182716	01	-2102	FORENSICS PAY AFIS & FORENSIC FEES COLLECTED	055875	2,542.17
01-000245	OKLA CORRECTIONS INDUS.						
		I-32789	01	-5653317	ADVERTISING & LEAVE SLIPS FOR HR	055876	518.62
01-000275	OKLA DEPT OF COMMERCE						
		I-201107192718	01	-5210331	EMPLOYEE TRAV REGISTRATION FEES FOR WORKSHOP	055877	15.00
01-000345	OKLA DEPT OF LABOR						
		I-2013E30075	01	-5548316	REPAIRS & MAI ELEVATOR INSPECTION FEE	055878	100.00
01-000427	OKLA UNIFORM BUILDING C						
		I-JUNE 2011	01	-5652336	FEES MONTHLY PERMIT FEES	055880	56.00
01-000556	OMAG-OK MUNICIPAL ASSUR						
		I-12-330-71-0020 JY	01	-5215322	LIABILITY INS GEN LIAB & EQUIP INS DUE	055881	28,032.04
		I-12-330-71-0020 JY	01	-5215322	LIABILITY INS GEN LIAB & EQUIP INS DUE	055881	3,728.30
		I-24032	01	-5215322	LIABILITY INS INS. PREMIUMS FOR	055881	1,625.00
01-000595	OSBI						
		I-11-003812-S	01	-5321308	CONTRACTED SE ANNUAL SUPPORT FEE	055882	5,000.00
01-P00210	PEPSI COLA						
		I-155868	01	-5543202	OPERATING SUP CONCESSION SUPPLIES FOR	055883	234.00
01-P00242	PETER STASIAK						
		I-201107062675	01	-5210112	VEHICLE ALLOW JULY AUTO ALLOWANCE	055730	500.00
		I-201107192719	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-CITY MGR CONF	055884	186.40
01-P00250	PETTY CASH						
		I-201107062684	01	-5321331	EMPLOYEE TRAV REIMB PETTY CASH-TRAVEL EXP	055731	438.43
		I-201107062684	01	-5321331	EMPLOYEE TRAV REIMB PETTY CASH-TRAVEL EXP	055731	413.35
		I-201107062684	01	-5321331	EMPLOYEE TRAV REIMB PETTY CASH-TRAVEL EXP	055731	128.23
01-P00310	PITNEY BOWES INC						
		I-3127966-JY11	01	-5215317	POSTAGE POSTAGE FEES	055885	3,283.99
01-P00510	PRO-KIL, INC						
		I-62559	01	-5542308	CONTRACTED SE MONTHLY PEST CONTROL	055886	126.00

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201107062679	01 -5215313	ELECTRIC UTIL ELECTRIC SVS-STREET LTS	055732	11,798.10
		I-201107062679	01 -5215313	ELECTRIC UTIL ELECTRIC SVS-333 E CARL ALBERT	055732	45.09
		I-201107062679	01 -5215313	ELECTRIC UTIL ELECTRIC SVS-301 W JEFFERSON	055732	94.55
		I-201107132697	01 -5215313	ELECTRIC UTIL ELECT UTIL-302 E FILMORE	055792	43.59
		I-201107132697	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	055792	899.09
		I-201107132697	01 -5215313	ELECTRIC UTIL ELECT UTIL-LIBRARY	055792	3,738.42
		I-201107132697	01 -5215313	ELECTRIC UTIL ELECT UTIL-GENERAL	055792	15,568.32
01-R00090	RAM INC					
		I-23032	01 -5547212	FUEL EXPENSE DIESEL FOR CEMETERY	055887	1,936.92
		I-23033	01 -5547212	FUEL EXPENSE FUEL FOR CEMETERY	055887	320.27
01-R00360	RICKY S HACKLER					
		I-201107202733	01 -5544308	CONTRACT LABO UMPIRE FEES-4 GAMES	055922	100.00
01-R00521	ROTARY CLUB					
		I-3687	01 -5210330	DUES & SUBSCR YEARLY DUES	055888	125.00
01-R00541	ROY WARD					
		I-201107112693	01 -5544308	CONTRACT LABO UMPIRE FEES-2 GAMES	055889	50.00
		I-201107202735	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	055923	75.00
01-S00150	SEARS COMMERCIAL ONE					
		I-034679029615	01 -5542203	REPAIRS & MAI STARTER FOR MOWER	055890	147.42
01-S00250	SHERATON MIDWEST CITY H					
		I-13756	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-OSFA CONFERENC	055892	984.00
01-S00642	SPECIAL OPS UNIFORMS, I					
		I-161575	01 -5431207	CLOTHING ALLO MISC UNIFORM PURCHASES	055894	64.99
		I-724117	01 -5213202	OPERATING SUP UNIFORMS FOR WARRANT	055894	215.95
01-S00710	STANDARD MACHINE LLC					
		I-201107192717	01 -5431316	REPAIRS & MAI EMER REPAIR FOR TRUCK #3	055895	580.00
01-S00726	STAPLES ADVANTAGE					
		I-3156387571	01 -5211202	OPERATING SUP TONER FOR PRINTERS	055896	7.12
		I-3156387575	01 -5211202	OPERATING SUP TONER FOR PRINTERS	055896	203.64
		I-3156665918	01 -5211202	OPERATING SUP TONER FOR PRINTERS	055896	51.99
		I-66033	01 -5653202	OPERATING SUP OPEN PO FOR MISC OFFICE	055896	34.57
		I-8019003558	01 -5212202	OPERATING SUP LABEL WRITER FOR RECEPT.	055896	257.49
		I-84044	01 -5653202	OPERATING SUP FAX/COPY MACHINE FOR HR	055896	393.58
01-S00975	SYSCO FOOD SERVICE OF O					
		I-107120608	01 -5653213	SAFETY SUPPLI SAHARA DRINK MIX FOR	055898	561.40
01-T00058	BIZTEL COMMUNICATIONS					
		I-4257	01 -5215315	TELEPHONE UTI YEARLY PHONE MAINT.	055899	936.00

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00058	BIZTEL COMMUNICATIONS		continued			
		I-4259	01 -5215315	TELEPHONE UTI YEARLY PHONE MAINT.	055899	3,130.00
01-T00131	TESCORP					
		I-844770	01 -5432316	REPAIRS & MAI CHG TO SERVICE COMPRESSOR	055900	767.75
01-T00217	ST. PAUL COMPANIES					
		I-383936	01 -5214302	CONSULTANTS LEGAL FEES-MCCORMICK	055901	425.88
01-T00370	TIPPIT INSURANCE AGENCY					
		I-34945	01 -5215322	LIABILITY INS EMPLOYEE BOND RENEWALS	055902	100.00
01-T00439	TODD HOUSE					
		I-201107202737	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	055924	150.00
01-T00500	TRACY PARROT - MARK WAT					
		I-001055	01 -5652319	DEMOLITION DEMO AT 4 W PARK	055903	2,950.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9922321	01 -5653308	CONTRACTED SE 1ST QTR PLAN ADMIN CHG	055904	835.00
01-T00596	TUCKER'S TEES					
	I-BELCHER-A		01 -5431207	CLOTHING ALLO MISC UNIFORM PURHCASES	055905	13.00
	I-BENNETT-A		01 -5431207	CLOTHING ALLO MISC UNIFORM PURHCASES	055905	20.00
	I-BLACK-A		01 -5431207	CLOTHING ALLO MISC UNIFORM PURHCASES	055905	42.00
	I-BLANSETT-A		01 -5431207	CLOTHING ALLO MISC UNIFORM PURHCASES	055905	6.00
	I-GILES-A		01 -5431207	CLOTHING ALLO MISC UNIFORM PURHCASES	055905	71.00
	I-JENSON-A		01 -5431207	CLOTHING ALLO MISC UNIFORM PURHCASES	055905	16.00
01-U00025	U S FOOD SERVICE					
		I-3708272	01 -5543202	OPERATING SUP CONCESSION SUPPLIES FOR	055906	828.71
01-W00040	WALMART COMMUNITY BRC					
	I-020158		01 -5432203	REPAIR & MAIN MISC. OPERATING SUPPLIES	055908	257.32
	I-027479		01 -5432203	REPAIR & MAIN MISC. OPERATING SUPPLIES	055908	53.00
	I-028467		01 -5432203	REPAIR & MAIN MISC. OPERATING SUPPLIES	055908	172.12
01-W00160	WAYEST					
	I-1056844		01 -5431203	REPAIRS & MAI FIRE-REMOTE LIGHTING	055910	660.00
01-W00195	WELDON PARTS INC.					
	C-576779-00 CR		01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	055911	123.89-
	I-570673-00		01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	055911	24.20
	I-619530-00		01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	055911	233.26
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1372501.001		01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055912	28.42
	I-S1372814.001		01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055912	61.37
			FUND 01	GENERAL FUND	TOTAL:	157,144.24

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T						
		I-201107132699	02	-5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	055788	59.00
01-A00103	ACCURATE LABS & MINING						
		I-1F14039	02	-5974304	LAB TESTING MONTHLY TESTING	055806	410.00
		I-1G12084	02	-5974304	LAB TESTING MONTHLY LAB TESTING	055806	430.00
		I-58899	02	-5974331	EMPLOYEE TRAV LICENSE FOR "D" CLASS WTR	055806	205.00
		I-58899	02	-5975331	EMPLOYEE TRAV LICENSE FOR "D" CLASS WTR	055806	820.00
01-A00267	AIRGAS						
		I-106979903	02	-5974203	REPAIRS & MAI OPEN PO FOR MONTHLY FEES	055808	55.56
		I-106979905	02	-5973203	REPAIRS & MAI OPEN PO FOR MONTHLY	055808	71.85
01-A00272	ALDERSON REGIONAL LANDF						
		I-003699	02	-5864308	CONTRACTED LA OPEN PO FOR ROLL OFF FEES	055809	5,658.39
01-A00362	ALLEGIANCE COMMUNICATIO						
		I-201107132702	02	-5975328	INTERNET SERV INTERNET SVS-UTM OFF HEREFORD	055789	62.95
01-A00423	ALLIED WASTE SERVICES O						
		I-201107192720	02	-5866306	CONTRACTED RE WASTE SVS FEES-JUNE 2011	055811	139,639.04
01-A00582	AT&T						
		I-201107132700	02	-5267315	TELEPHONE UTI PHONE UTIL-INTERNET AT CITY HA	055790	875.20
01-A00770	AUTO PARTS CO						
		I-888013	02	-5974203	REPAIRS & MAI MISC PARTS AS NEEDED	055814	104.23
01-B00180	BEMAC SUPPLY						
		I-S1599664.001	02	-5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055815	51.33
		I-S1601207.001	02	-5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055815	143.23
		I-S1601439.001	02	-5975202	OPERATING SUP MISC REPAIR & MAINT ITEMS	055815	11.76
		I-S1603981.001	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	055815	82.61
01-C00840	CRAWFORD & ASSOCIATES						
		I-mcalest-11	02	-5267302	CONSULTANTS CONSULTING FEES	055822	476.25
01-C00880	CULLIGAN WATER COND INC						
		I-2226	02	-5974304	LAB TESTING WATER FOR SAMPLING & TEST	055823	24.00
01-D00322	DEPT. OF ENVIR. QUALITY						
		I-2ND QTR 2011	02	-5864329	DEQ FEES REPORT & FEE FOR LANDFILL	055825	554.20
01-D00323	DEPT. OF ENVIR. QUALITY						
		I-2921107013051	02	-5974304	LAB TESTING OPEN PO FOR LAB TESTING	055826	330.21
01-D00540	DOLESE BROTHERS						
		I-5-55276-11	02	-5975218	STREET REPAIR GRAVEL FOR REPAIRS	055829	630.50
		I-5-56161-11	02	-5975218	STREET REPAIR GRAVEL FOR REPAIRS	055829	794.56

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00540	DOLESE BROTHERS						
							continued
		I-5-56545-11	02	-5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	055829	238.01
		I-5-56978-11	02	-5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	055829	155.61
		I-RM11034735	02	-5975218	STREET REPAIR CONCRETE NEEDED	055829	498.00
		I-RM11036135	02	-5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	055829	240.00
01-E00265	ERMI ENVIRONMENTAL LABS						
		I-1103117	02	-5973304	LAB TESTING SLUDGE TESTING E PLANT	055832	720.85
		I-1103340	02	-5973304	LAB TESTING MONTHLY TESTING FEES	055832	54.47
		I-1103413	02	-5973304	LAB TESTING MONTHLY TESTING FEES	055832	38.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201107112694	02	-5216212	FUEL EXPENSE FUEL BILL-JUNE-UTIL BILLING	055834	282.17
		I-201107112695	02	-5216212	FUEL EXPENSE FUEL BILL-JUNE-UTIL BILLING	055835	708.00
		I-201107112695	02	-5864212	FUEL EXPENSE FUEL BILL-JUNE-LANDFILL	055835	516.17
		I-201107112695	02	-5866212	FUEL EXPENSE FUEL BILL-JUNE-SANITATION	055835	1,963.03
		I-201107112695	02	-5871212	FUEL EXPENSE FUEL BILL-JUNE-ENGINEERING	055835	220.30
		I-201107112695	02	-5974212	FUEL EXPENSE FUEL BILL-JUNE-WTP	055835	689.66
		I-201107112695	02	-5973212	FUEL EXPENSE FUEL BILL-JUNE-WWT	055835	1,195.68
		I-201107112695	02	-5975212	FUEL EXPENSE FUEL BILL-JUNE-UTM	055835	3,868.25
		I-201107112695	02	-5972212	FUEL EXPENSE FUEL BILL-JUNE-UTIL DIR	055835	134.01
01-F00037	FASTENAL						
		I-OKMCA97913	02	-5973203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	055836	118.91
01-F00251	FORT COBB FUEL AUTHORIT						
		I-201107062682	02	-5267314	GAS UTILITY GAS FOR HEREFORD LN	055729	6.75
01-I00110	IMPRESS OFFICE SUPPLY						
		I-032675	02	-5216202	OPERATING SUP MISC OFFICE SUPPLIES	055844	127.58
		I-032696	02	-5216202	OPERATING SUP MISC OFFICE SUPPLIES	055844	21.08
		I-032699	02	-5216202	OPERATING SUP MISC OFFICE SUPPLIES	055844	6.83
		I-032703	02	-5972202	OPERATING SUP OPEN PO FOR PAPER &	055844	5.69
		I-032731	02	-5216202	OPERATING SUP MISC OFFICE SUPPLIES	055844	94.87
01-K00210	KIAMICHI ELECTRIC COOP.						
		I-201107132698	02	-5267313	ELECTRIC UTIL ELECT UTIL-HEREFORD LANE	055791	618.90
01-K00225	KI BOIS COMMUNITY ACTIO						
		I-63011	02	-5866307	CONTRACTED RE LABOR FOR RECYCLE CENTER	055853	1,965.00
01-L00428	LOWE'S CREDIT SERVICES						
		I-09583	02	-5864203	REPAIRS & MAI TOOLS AND SHOVELS	055857	24.20
		I-11946	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	055857	36.11
		I-12163	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	055857	50.05
01-L00429	LOVE BOTTLING CO.						
		I-8108718	02	-5973304	LAB TESTING WATER FOR TESTING	055858	27.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00304	MESHEK & ASSOC. INC	I-#5-FINAL	02 -5871302	CONSULTANTS STORMWATER PROGRAM FEES	055861	5,211.86
01-N00250	MCALESTER NEWS CAPITAL	I-05601931	02 -5864202	OPERATING SUP ADV. FOR BIDS	055871	43.52
01-000066	OFMA	I-71511	02 -5871331	EMPLOYEE TRAV CFM RENEWAL-PITNER	055872	150.00
01-000075	O'REILLY AUTO PARTS	I-0230-349244	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	055873	143.40
01-000556	OMAG-OK MUNICIPAL ASSUR	I-12-330-71-0020 JY	02 -5267322	LIABILITY INS GEN LIAB & EQUIP INS DUE	055881	7,040.61
		I-12-330-71-0020 JY	02 -5267322	LIABILITY INS GEN LIAB & EQUIP INS DUE	055881	2,144.75
		I-24032	02 -5267322	LIABILITY INS INS. PREMIUMS FOR	055881	897.41
01-P00420	POSTMASTER	I-10-00201	02 -5216317	POSTAGE POSTAGE FOR UTILITY BILLS	055795	10,000.00
01-P00560	PUBLIC SERVICE/AEP	I-201107062679	02 -5267313	ELECTRIC UTIL ELECTRIC SVS-RECYCLE CTR	055732	58.00
		I-201107062679	02 -5267313	ELECTRIC UTIL ELECTRIC SVS-MPWA	055732	44,608.38
01-R00600	RURAL WATER DISTRICT #1	I-201107062683	02 -5267316	WATER UTILITY WATER FOR LANDFILL	055733	294.03
01-S00205	SEQUOYAH ENGINEERING, I	I-S0350610.48	02 -5973302	CONSULTANTS (PRETREATMENT PROGRAM	055891	2,408.90
01-S00530	SOUTHWEST CHEMICAL SERV	I-92203	02 -5974206	CHEMICALS POLYMER FOR WTP	055893	2,688.00
01-S00580	AT & T	I-201107132701	02 -5267315	TELEPHONE UTI PHONE UTIL-MPWA	055793	2,506.42
01-T00058	BIZTEL COMMUNICATIONS	I-4258	02 -5267315	TELEPHONE UTI YEARLY PHONE MAINT.	055899	3,060.00
		I-4259	02 -5267315	TELEPHONE UTI YEARLY PHONE MAINT.	055899	70.00
01-U00128	UNITED PACKAGING & SHIP	I-98776	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	055907	61.39
01-W00270	WHITE ELECTRICAL SUPPLY	I-S1359367.001	02 -5975202	OPERATING SUP REPAIR PARTS-BUFFALO TWR	055912	13.83
		I-S1365264.001	02 -5974316	REPAIRS & MAI SUPPLIES FOR REPAIRS	055912	364.03
		I-S1373528.001	02 -5973203	REPAIRS & MAI SUPPLIES AS NEEDED	055912	280.50
			FUND 02 MPWA	TOTAL:		248,160.08

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201107062680	03	-5876314	GAS UTILITY GAS SVS-AIRPORT	055728	44.28
01-F00015	FLEETCOR TECHNOLOGIES	I-201107112695	03	-5876212	FUEL EXPENSE FUEL BILL-JUNE-AIRPORT	055835	157.04
01-H00290	HUMPHREY PLUMBING, INC.	I-12144	03	-5876316	REPAIRS & MAI PARTS & LABOR FOR REPAIRS	055842	465.00
01-000556	OMAG-OK MUNICIPAL ASSUR	I-12-330-71-0020 JY	03	-5876322	INSURANCE/BON GEN LIAB & EQUIP INS DUE	055881	124.00
01-P00560	PUBLIC SERVICE/AEP	I-201107062679	03	-5876313	ELECTRIC UTIL ELECTRIC SVS-AIRPORT	055732	1,572.59
				FUND 03 AIRPORT AUTHORITY	TOTAL:		2,362.91

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201107062679	05 -5218313	ELECTRIC UTIL ELECTRIC SVS-PARKING AUTH	055732	125.75
			FUND	05 PARKING AUTHORITY	TOTAL:	125.75

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276	A LEROY DICK						
		I-201107182714	08	-5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	055810	72.15
01-D00213	DEBBIE COMPTON						
		I-201107182710	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	055824	165.00
		I-201107182711	08	-5549308	CONTRACT SERV MILEAGE REIMB. FOR MEAL DEL.	055824	152.63
01-E00207	EMMA E. BELLIS						
		I-201107182712	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	055831	165.00
		I-201107182713	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	055831	122.10
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201107112694	08	-5549212	FUEL EXPENSE FUEL BILL-JUNE-NUTRITION	055834	1,099.86
01-000556	OMAG-OK MUNICIPAL ASSUR						
		I-12-330-71-0020 JY	08	-5549322	LIABILITY INS GEN LIAB & EQUIP INS DUE	055881	1,564.58
					FUND 08 NUTRITION	TOTAL:	3,341.32

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL	I-381	09 -5864327	SUB TITLE D E 1ST QTR PARTICIPATION FEE	055812	3,281.00
01-G00462	GREEN COUNTRY TESTING,	I-T44145	09 -5864327	SUB TITLE D E MONITORING WELLS TESTING	055841	1,950.00
			FUND 09	LANDFILL RES./SUB-TITLE DTOTAL:		5,231.00

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00823	COUNTRY MART	I-7-01-11	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	055821	14.88
01-F00015	FLEETCOR TECHNOLOGIES	I-201107112694	28 -5654212	FUEL EXPENSE FUEL BILL-JUNE-EXPO	055834	334.55
01-J00110	JACKIE BRANNON CORR. CT	I-F197	28 -5654308	CONTRACT SERV INMATE CREW FEES	055848	112.26
01-L00078	LAMBERT MECHANICAL INC	I-110646	28 -5654316	REPAIRS & MAI EMERGENCY REPAIRS	055855	351.00
01-O00355	OKLA ST DEPT OF HEALTH	I-61-74575-2011	28 -5654210	CONCESSION SU FOOD EST. LICENSE	055879	100.00
01-O00556	OMAG-OK MUNICIPAL ASSUR	I-12-330-71-0020 JY	28 -5654322	LIABILITY INS GEN LIAB & EQUIP INS DUE	055881	1,434.20
01-P00560	PUBLIC SERVICE/AEP	I-201107062679	28 -5654313	ELECTRIC UTIL ELECTRIC SVS-EXPO	055732	6,836.28
01-T00058	BIZTEL COMMUNICATIONS	I-4256	28 -5654315	TELEPHONE UTI YEARLY PHONE MAINT.	055899	1,320.00
01-W00040	WALMART COMMUNITY BRC	I-09623	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	055908	86.72
			FUND 28 SE EXPO CENTER	TOTAL:		10,589.89

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T						
		I-201107062676	29	-5324315	TELEPHONE UTI PHONE EXP-E911 WIRELESS	055725	228.36
		I-201107132699	29	-5324401	CAPITAL OUTLA PHONE UTIL-911 EQUIP LEASE	055788	2,403.33
01-A00581	AT&T						
		I-201107062677	29	-5324315	TELEPHONE UTI PHONE EXP-HOST CIRCUIT	055727	781.25
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201107112694	29	-5324212	FUEL EXPENSE FUEL BILL-JUNE-E911	055834	116.19
01-000556	OMAG-OK MUNICIPAL ASSUR						
		I-12-330-71-0020 JY	29	-5324322	LIABILITY INS GEN LIAB & EQUIP INS DUE	055881	912.67
01-S00580	AT & T						
		I-201107062681	29	-5324315	TELEPHONE UTI PHONE SVS-E-911 LINES	055734	1,601.40
				FUND	29 E-911	TOTAL:	6,043.20

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC	I-201107072687	30 -5652401	CAPITAL OUTLA ENGINEERING FEES-ELKS RD	055784	15,000.00
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	15,000.00

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00037	A TO Z RADIATOR SHOP	I-733253	35	-5862203	REPAIRS & MAI RADIATOR REPAIR-PK-21	055805	515.40
01-A00770	AUTO PARTS CO	C-30-875331	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	199.00-
		C-30-876070	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	59.98-
		C-30-881700	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	75.00-
		I-30-863874	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	10.16
		I-30-876601	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	86.84
		I-30-883188	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	0.18
		I-30-885978	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	475.32
		I-30-886104	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	57.12
		I-30-886602	35	-5862203	REPAIRS & MAI AUTO PARTS	055814	71.28
01-F00015	FLEETCOR TECHNOLOGIES	I-201107112694	35	-5862212	FUEL EXPENSE FUEL BILL-JUNE-FLEET MAINT	055834	394.00
		I-201107112695	35	-5862212	FUEL EXPENSE FUEL BILL-JUNE-FLEET MAINT	055835	36.52
01-F00310	FRONTIER INTNL. TRUCKS,	I-825174	35	-5862203	REPAIRS & MAI FLUIDS FOR SHOP	055838	87.22
01-K00190	YELLOWHOUSE MACHINERY C	I-901388	35	-5862203	REPAIRS & MAI TOOTH & PINS FOR STOCK	055852	488.40
01-M00095	MOY TIRE	I-30071	35	-5862203	REPAIRS & MAI REPAIRS FOR UNIT 80-POLIC	055860	525.00
01-O00122	OK TIRE	I-27092	35	-5862203	REPAIRS & MAI STARTER FOR TC-2	055874	312.85
		I-27280	35	-5862203	REPAIRS & MAI REPAIRS TO FRONT END	055874	831.53
01-S00710	STANDARD MACHINE LLC	I-220132	35	-5862203	REPAIRS & MAI REPAIR FOR SW-7 AT LF	055895	935.00
01-S00871	STEWART MARTIN EQUIPMEN	I-65765	35	-5862203	REPAIRS & MAI PARTS FOR PARKS MOWER	055897	165.25
01-W00072	WARREN CAT	I-W0100076188	35	-5862203	REPAIRS & MAI PARTS & LABOR FOR REPAIR	055909	1,226.25
			FUND	35	FLEET MAINTENANCE	TOTAL:	5,884.34

PACKET: 06891 CLAIMS FOR 7/26/2011

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADIMIN	I-6563	36 -5215315	THIRD PARTY A YEARLY FEE FOR WC MGMT	055866	941.68
01-000528	OKLA WORKERS COMP COURT	I-2011 PERMIT FEES	36 -5215303	ADMINISTRATIO YEAR WORK COMP PERMIT	055787	1,000.00
			FUND 36	WORKER'S COMPENSATION	TOTAL:	1,941.68
				REPORT GRAND TOTAL:		455,824.41

** 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 -5101319	MISCELLANEOUS	857.94	5,000	2,695.57		
	01 -5210302	CONSULTANTS/LABOR RELATION	1,370.00	130,593	68.39		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	15.00	6,000	198.50		
	01 -5211202	OPERATING SUPPLIES	262.75	7,100	1,023.62		
	01 -5212202	OPERATING SUPPLIES	257.49	1,500	125.33		
	01 -5212317	ADVERTISING & PRINTING	53.70	8,000	2,781.71		
	01 -5213202	OPERATING SUPPLIES	215.95	6,625	1,007.38		
	01 -5215302	CONSULTANTS	476.25	29,000	4,442.52		
	01 -5215313	ELECTRIC UTILITY	32,187.16	330,000	710.88		
	01 -5215314	GAS UTILITY	488.66	15,000	1,209.27		
	01 -5225212	FUEL EXPENSE	141.09	1,400	23.36		
	01 -5321212	FUEL EXPENSE	11,609.52	132,300	13,371.99		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	980.01	5,939	475.83		
	01 -5322212	FUEL EXPENSE	673.98	6,200	737.24		
	01 -5431203	REPAIRS & MAINT SUPPLIES	1,291.72	14,900	1,865.40		
	01 -5431204	SMALL TOOLS	732.00	4,500	142.84		
	01 -5431207	CLOTHING ALLOWANCE	1,720.60	18,450	2,063.89		
	01 -5431212	FUEL EXPENSE	1,952.93	16,700	2,494.45-	Y	
	01 -5431316	REPAIRS & MAINTENANCE	1,019.26	6,400	463.37-	Y	
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	2,071.84	7,500	669.62		
	01 -5432202	OPERATING SUPPLIES	838.83	17,450	801.12		
	01 -5432203	REPAIR & MAINT SUPPLIES	814.80	7,000	1,287.70		
	01 -5432204	SMALL TOOLS	388.35	1,000	11.35		
	01 -5432212	FUEL EXPENSE	1,789.47	15,700	570.40		
	01 -5432308	CONTRACTED SERVICES	1,814.61	42,000	2,027.04		
	01 -5432316	REPAIRS & MAINTENANCE	2,855.75	7,000	46.06		
	01 -5432331	EMPLOYE TRAVEL & TRAINING	280.12	1,500	176.20		
	01 -5542212	FUEL EXPENSE	3,478.36	45,730	9,345.71		
	01 -5544212	FUEL EXPENSE	368.93	1,500	526.09-	Y	
	01 -5544308	CONTRACT LABOR	1,250.00	21,600	1,484.50		
	01 -5547212	FUEL EXPENSE	452.79	10,300	3,641.08		
	01 -5548202	OPERATING SUPPLIES	414.94	3,700	1,606.85		
	01 -5548212	FUEL EXPENSE	359.32	5,700	153.37		
	01 -5652212	FUEL EXPENSE	515.35	5,800	1,385.23		
	01 -5652319	DEMOLITION	2,950.00	22,900	4,575.00		
	01 -5652336	FEES	56.00	2,500	1,772.00		
	01 -5653202	OPERATING SUPPLIES	393.58	4,800	105.40-	Y	
	01 -5653212	FUEL EXPENSE	38.66	800	85.24		
	01 -5653317	ADVERTISING & PRINTING	518.62	1,600	71.13		
	01 -5653331	EMPLOYEE TRAVEL & TRAININ	249.00	2,000	499.66		
	01 -5653348	DRUG TESTING/PHYSICALS	639.00	11,500	1,468.15		
	01 -5865203	REPAIR & MAINT SUPPLIES	276.33	40,000	591.61		
	01 -5865212	FUEL EXPENSE	1,839.19	23,300	151.83-	Y	
	01 -5865218	STREET REPAIRS & MAINTENAN	3,548.43	240,000	28,823.11		
	02 -5216212	FUEL EXPENSE	990.17	10,300	1,912.97		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET AVAILABLE BUDG
02	-5267302	CONSULTANTS	476.25	25,000	442.58			
02	-5267313	ELECTRIC UTILITY	45,285.28	562,000	115,616.31			
02	-5267314	GAS UTILITY	6.75	6,500	1,106.94			
02	-5267316	WATER UTILITY	294.03	8,300	2,155.77			
02	-5864212	FUEL EXPENSE	516.17	37,500	6,286.85			
02	-5866212	FUEL EXPENSE	1,963.03	20,000	2,164.85			
02	-5866306	CONTRACTED REFUSE SERVICES	139,639.04	1,650,432	2,791.50-	Y		
02	-5866307	CONTRACTED RECYCLE SERVICE	1,965.00	18,040	1,423.75			
02	-5871212	FUEL EXPENSE	220.30	4,000	1,391.01			
02	-5871302	CONSULTANTS	5,211.86	79,000	52,884.54			
02	-5972212	FUEL EXPENSE	134.01	2,000	348.95			
02	-5973212	FUEL EXPENSE	1,195.68	11,200	400.18-	Y		
02	-5973304	LAB TESTING	720.85	23,300	8,174.74			
02	-5974212	FUEL EXPENSE	689.66	21,000	2,831.98			
02	-5974304	LAB TESTING	410.00	37,200	12,873.62			
02	-5974316	REPAIRS & MAINTENANCE	364.03	67,240	1,527.04			
02	-5975202	OPERATING SUPPLIES	220.15	29,090	2,901.12			
02	-5975212	FUEL EXPENSE	3,868.25	40,000	4,860.66			
02	-5975218	STREET REPAIRS & MAINTENAN	1,923.06	128,350	36,632.47			
03	-5876212	FUEL EXPENSE	157.04	3,000	679.08			
03	-5876313	ELECTRIC UTILITY	1,572.59	11,770	190.66-	Y		
03	-5876314	GAS UTILITY	44.28	500	123.88-	Y		
05	-5218313	ELECTRIC UTILITY	125.75	2,900	1,419.09			
08	-5549212	FUEL EXPENSE	1,099.86	9,400	518.62			
28	-5654212	FUEL EXPENSE	334.55	2,400	501.52			
28	-5654313	ELECTRIC UTILITY	6,836.28	64,500	571.46			
29	-5324212	FUEL EXPENSE	116.19	2,000	555.47			
29	-5324315	TELEPHONE UTILITY	1,601.40	97,900	58,211.92			
30	-5652401	CAPITAL OUTLAY	15,000.00	68,167	53,167.00			
35	-5862203	REPAIRS & MAINTENANCE SUPP	532.17	409,485	111,612.26			
35	-5862212	FUEL EXPENSE	430.52	15,000	2,190.54			
36	-5215315	THIRD PARTY ADM FEES	941.68	14,000	2,115.70			
** 2010-2011 YEAR TOTALS **			319,394.16					
2011-2012	01 -2100	CLEET PAYABLE (COURT)	4,874.58					
	01 -2101	AFIS PAYABLE - COURT	2,679.12					
	01 -2102	FORENSICS PAYABLE (COURT)	2,542.17					
	01 -2103	OBN PAYABLE (COURT)	20.40					
	01 -5210112	VEHICLE ALLOWANCE	500.00	6,000	5,500.00			
	01 -5210330	DUES & SUBSCRIPTIONS	125.00	2,300	2,175.00			
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	336.40	5,000	4,813.60			
	01 -5214302	CONSULTANTS	2,360.88	90,200	45,339.12			
	01 -5215315	TELEPHONE UTILITY	4,066.00	55,000	50,934.00			
	01 -5215317	POSTAGE	3,283.99	10,000	0.00			

** 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	-5215322	LIABILITY INSURANCE/BONDS	33,485.34	145,000	107,868.64				
01	-5320328	INTERNET SERVICE	116.75	1,500	1,383.25				
01	-5321202	OPERATING SUPPLIES	164.73	15,000	13,717.07				
01	-5321308	CONTRACTED SERVICES	5,350.00	15,000	6,720.00				
01	-5431202	OPERATING SUPPLIES	46.18	15,000	14,396.06				
01	-5431328	INTERNET SERVICE	62.95	2,800	2,737.05				
01	-5542203	REPAIRS & MAINT SUPPLIES	1,233.22	53,600	48,447.43				
01	-5542308	CONTRACTED SERVICES	239.43	14,000	13,760.57				
01	-5542328	INTERNET SERVICE	148.60	2,000	1,851.40				
01	-5543202	OPERATING SUPPLIES	2,293.50	11,500	7,675.10				
01	-5543203	REPAIRS & MAINT SUPPLIES	126.39	13,000	12,373.61				
01	-5544202	OPERATING SUPPLIES	63.00	20,300	19,237.00				
01	-5544308	CONTRACT LABOR	1,250.00	29,600	28,350.00				
01	-5547212	FUEL EXPENSE	2,257.19	8,330	6,072.81				
01	-5548203	REPAIRS & MAINTENANCE SUPP	355.59	50,000	45,361.30				
01	-5548311	PARKING RENTAL	375.00	4,500	2,250.00				
01	-5548316	REPAIRS & MAINTENANCE	2,037.41	10,000	102.59				
01	-5548328	INTERNET SERVICE	75.65	1,000	924.35				
01	-5653202	OPERATING SUPPLIES	34.57	2,800	2,384.01				
01	-5653213	SAFETY SUPPLIES	561.40	7,000	6,408.60				
01	-5653215	AWARDS PROGRAM	14.95	9,000	8,850.00				
01	-5653308	CONTRACTED SERVICES	835.00	5,200	3,490.00				
01	-5653317	ADVERTISING & PRINTING	30.60	1,400	1,200.00				
01	-5653348	DRUG TESTING/PHYSICALS	206.00	8,000	5,626.00				
01	-5865204	SMALL TOOLS	408.32	2,500	1,591.68				
01	-5865328	INTERNET SERVICE	75.65	1,510	1,434.35				
02	-5216202	OPERATING SUPPLIES	250.36	18,300	17,547.00				
02	-5216317	POSTAGE	10,000.00	45,000	35,000.00				
02	-5267315	TELEPHONE UTILITY	6,570.62	50,000	43,429.38				
02	-5267322	LIABILITY INSURANCE/BONDS	10,082.77	51,000	40,767.16				
02	-5864202	OPERATING SUPPLIES	43.52	3,000	2,756.48				
02	-5864203	REPAIRS & MAINT SUPPLIES	24.20	2,000	1,500.00				
02	-5864308	CONTRACTED LANDFILL SERVIC	5,658.39	60,000	48,000.00				
02	-5864329	DEQ FEES	554.20	8,500	5,945.80				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	150.00	3,500	2,946.00				
02	-5972202	OPERATING SUPPLIES	5.69	2,500	2,350.00				
02	-5973203	REPAIRS & MAINT SUPPLIES	614.66	65,000	56,623.03				
02	-5973302	CONSULTANTS (IND. PRETREAT	2,408.90	85,000	75,000.00				
02	-5973304	LAB TESTING	119.47	38,100	26,688.80				
02	-5973316	REPAIRS & MAINTENANCE	61.39	45,000	41,626.74				
02	-5974203	REPAIRS & MAINT SUPPLIES	328.56	63,000	49,018.09				
02	-5974206	CHEMICALS	2,688.00	381,200	347,200.00				
02	-5974304	LAB TESTING	784.21	35,000	20,731.05				
02	-5974331	EMPLOYEE TRAVEL & TRAININ	205.00	1,000	795.00				
02	-5975218	STREET REPAIRS & MAINTENAN	633.62	115,000	95,000.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
02	-5975328	INTERNET SERVICE	62.95	1,500	1,437.05				
02	-5975331	EMPLOYEE TRAVEL & TRAININ	820.00	2,000	1,180.00				
03	-5876316	REPAIRS & MAINTENANCE	465.00	6,500	6,035.00				
03	-5876322	INSURANCE/BONDS	124.00	19,540	18,123.74				
08	-5549308	CONTRACT SERVICES	676.88	17,000	16,323.12				
08	-5549322	LIABILITY INSURANCE/BONDS	1,564.58	5,270	3,673.95				
09	-5864327	SUB TITLE D EXPENSE	5,231.00	87,700	76,269.00				
28	-5654210	CONCESSION SUPPLIES	201.60	35,000	34,550.00				
28	-5654308	CONTRACT SERVICES	112.26	4,500	4,000.00				
28	-5654315	TELEPHONE UTILITY	1,320.00	3,660	2,340.00				
28	-5654316	REPAIRS & MAINTENANCE	351.00	22,000	21,589.00				
28	-5654322	LIABILITY INSURANCE/BONDS	1,434.20	30,168	28,704.75				
29	-5324315	TELEPHONE UTILITY	1,009.61	30,168	29,158.39				
29	-5324322	LIABILITY INSURANCE/BONDS	912.67	30,168	29,243.23				
29	-5324401	CAPITAL OUTLAY	2,403.33	30,168	27,764.67				
35	-5862203	REPAIRS & MAINTENANCE SUPP	4,921.65	378,972	342,734.94				
36	-5215303	ADMINISTRATION FEES	1,000.00	14,000	11,442.24				
**	2011-2012 YEAR TOTALS	**	136,430.25						

NO ERRORS

** END OF REPORT **

PACKET: 06891 CLAIMS FOR 7/26/2011

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	7/2011	157,144.24CR
02	7/2011	248,160.08CR
03	7/2011	2,362.91CR
05	7/2011	125.75CR
08	7/2011	3,341.32CR
09	7/2011	5,231.00CR
28	7/2011	10,589.89CR
29	7/2011	6,043.20CR
30	7/2011	15,000.00CR
35	7/2011	5,884.34CR
36	7/2011	1,941.68CR
=====		
ALL		455,824.41CR

Center for Independent Living
ADvantage Case Management
Independent Living Services
Community Integration
Transportation
Employment
Recreation

Office of City Manager

JUL 13 2011

Received



Oklahomans
for
Independent
Living

★
McAlester

601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

July 11, 2011

Mayor Kevin Priddle
P.O. Box 578
Municipal Building
McAlester, OK 74502

Dear Mayor Priddle,

During the months of April, May and June, the Oklahomans for Independent Living provided transportation to 111 individuals. One hundred and thirty locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, grocery stores, Wal-Mart, restaurants, and a variety of other sites. The total number of trips was 1,532.

Costs for the program for the 3 month period are as follows:

Drivers	\$ 6,300
Fringe Benefits	1,260
Fuel	1,880
Maintenance	306
Insurance/fees	100
Occupancy/Phone/Supplies	<u>700</u>
	\$10,546

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 700 individuals each month. Information and referral on disability related issues was provided on 647 requests.

Advocacy both individual and systemic was provided on disability related issues that concern civil rights, housing, environmental modifications, the Americans with Disabilities Act, employment, and program access.

Peer support activities included individual counseling and group activities. 286 individuals participated in 48 peer support and community integration activities.

Independent living skills training was provided to 22 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 21 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 92 individuals at risk of nursing home placement. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement. OIL assisted 1 individual in moving out of nursing homes back into the community.

OIL appreciates the City of McAlester support and its commitment to the community integration and involvement of people with disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Ward', written in a cursive style.

Mike Ward
Executive Director

Cc Peter Stasiak, City Manager



July 14, 2011

Ms. Cora Middleton
City of McAlester
P. O. Box 578
McAlester, OK 74501

Dear Ms. Middleton:

Please find enclosed copies of the 2011-2012 Campus Police Agreement between McAlester Public Schools and the City of McAlester that was approved by the Board of Education on July 11, 2011.

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

Sincerely,

Pamela S. Zugelder
Secretary to the Superintendent
and Board of Education

Enclosure

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

THIS AGREEMENT made and entered into on this 11th day of July, 2011, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

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

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

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

NOW, THEREFORE, District and City agree as follows:

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

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

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

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

IN WITNESS WHEREOF, the parties have set their hand and seals this 11th day of July, 2011.

INDEPENDENT SCHOOL DISTRICT NO. 80
OF PITTSBURG COUNTY, OKLAHOMA

Alan Walker
President

ATTEST:

Alanna Newman
Clerk

THE CITY OF MCALESTER, OKLAHOMA,
A municipal corporation

Mayor

ATTEST:

Clerk

William (Bill) Derichsweiler has lived in McAlester all his life;

A lifetime member of St. John's Catholic Church;

Member of the Knights of Columbus (Catholic Men's group) over 50 years;

Insurance agent here in McAlester over 32 years;

Married 56 years with two children, a daughter and a son, and 5 grandchildren.



McAlester City Council

AGENDA REPORT

Meeting Date: July 26, 2011 Item Number: 1
Department: City Manager
Prepared By: Peter J. Stasiak, CM Account Code: _____
Date Prepared: July 18, 2011 Budgeted Amount: _____
Exhibits: _____

Subject

Presentation and Financial Update on the McAlester Regional Health Center. *(Brian Dietz, Interim President/Chief Executive Officer, McAlester Regional Health Center)*

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>07/18/11</u>

Presentation Outline

I. Brian E. Dietz, FACHE (B.E. Smith) - Interim President/Chief Executive Officer

A. Updates

- **Search Updates**
 - Chief Executive Officer
 - Chief Finance Officer
 - Chief Nursing Officer
- **IT initiatives – transition from Siemens to Meditech**
 - IT Strategic Plan Development
 - Siemens Mediation
 - Migration to meaningful use
- **Physician Recruitment**
 - General Surgeon –Dr. Shepherd
 - Cardiologist – Expand cardiac program
 - Pediatrics
 - Hospitalists – 3 new physicians
 - Radiologists – 2 new radiologists
 - Anesthesia providers
- **Warren Clinic Collaboration Opportunities**
 - Physician Recruitment
 - Program Development
 - Ambulatory Surgery Center Operations
 - Other

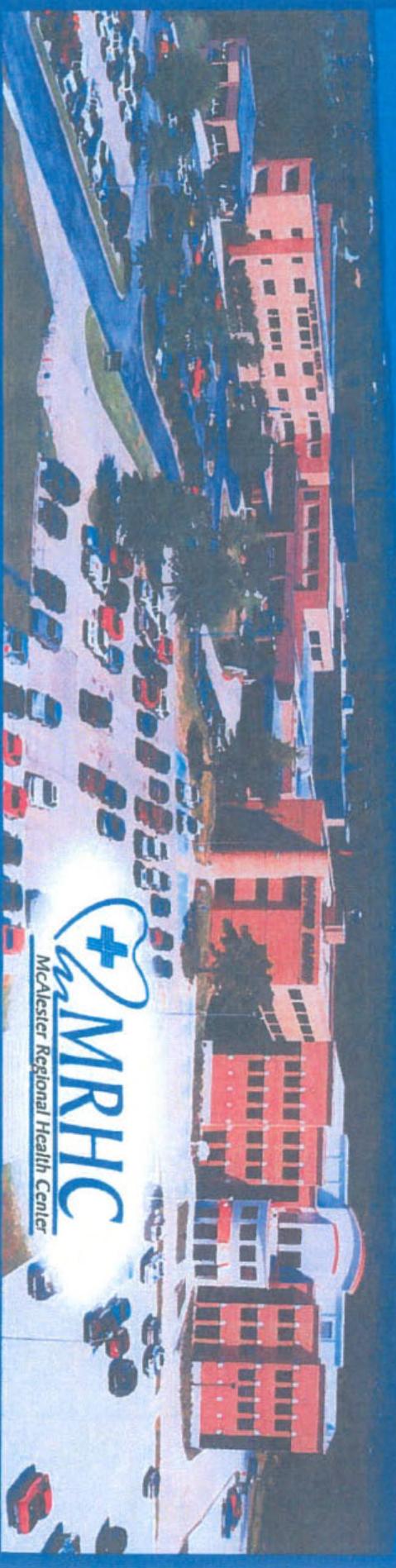
II. Jim Blair, Blair, Gaden & Associates LLC, - Interim Chief Financial Officer

- **Results from operations – FY2011**
- **Days cash on hand – FY2011**
- **FY2012 Budget**

Quarterly Update

Brian E. Dietz, FACHE (B.E. Smith)
Interim President / Chief Executive Officer

Jim Blair (Blair, Gaden & Associates LLC)
Interim Vice President Finance / Chief Finance Officer



Presentation Outline

I. Brian E. Dietz, FACHE (B.E. Smith) - Interim President/Chief Executive Officer

A. Updates

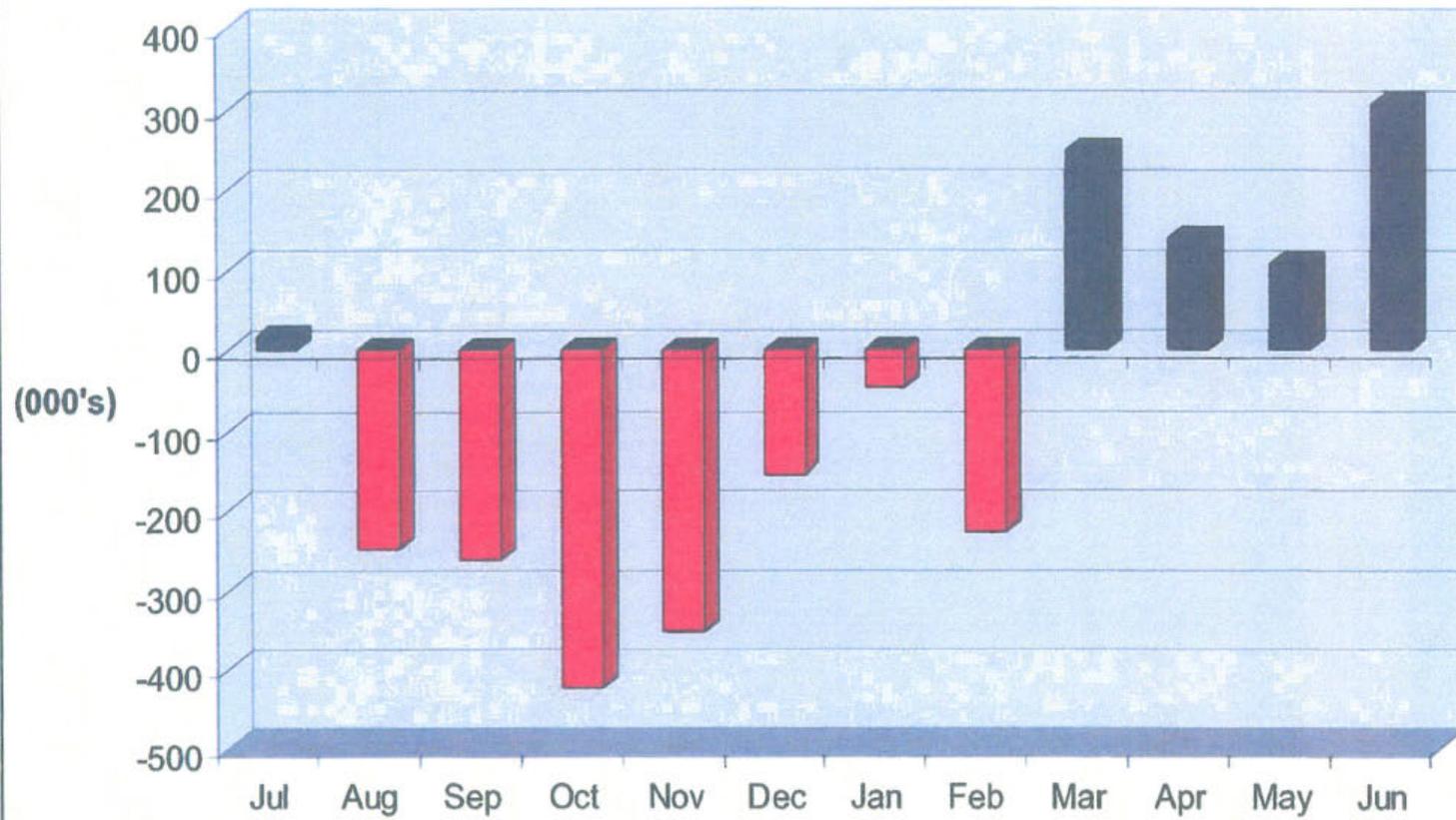
- **Search Updates**
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 - Physician Recruitment
 - Program Development
 - Ambulatory Surgery Center Operations
 - Strategic Planning

II. Jim Blair, Blair, Gaden & Associates LLC – Interim Chief Financial Officer

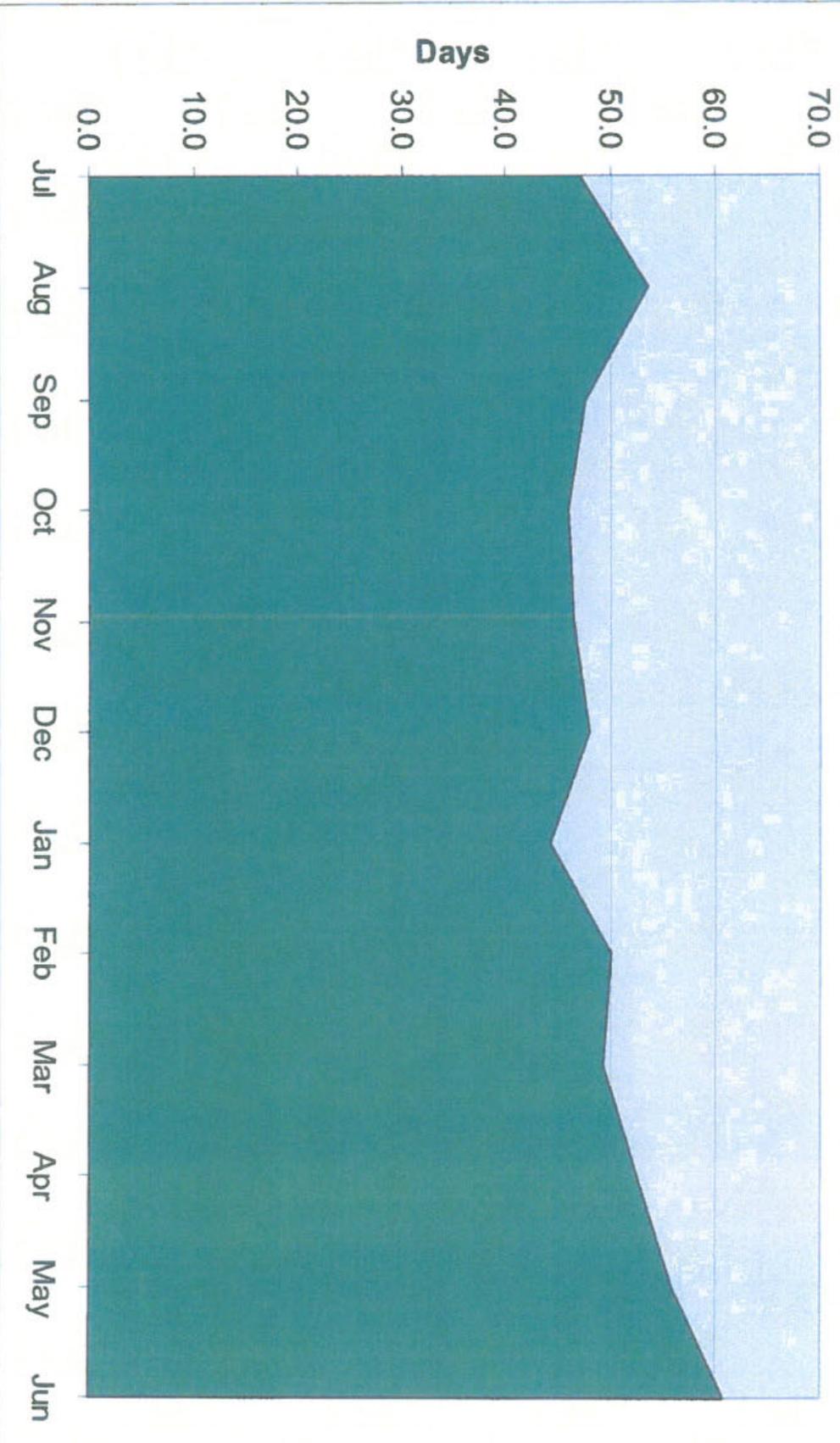
A. Updates

- Results from Operations
- Days cash on hand – FY 2011
- MRHC Case Mix Index
- FY2012 Budget

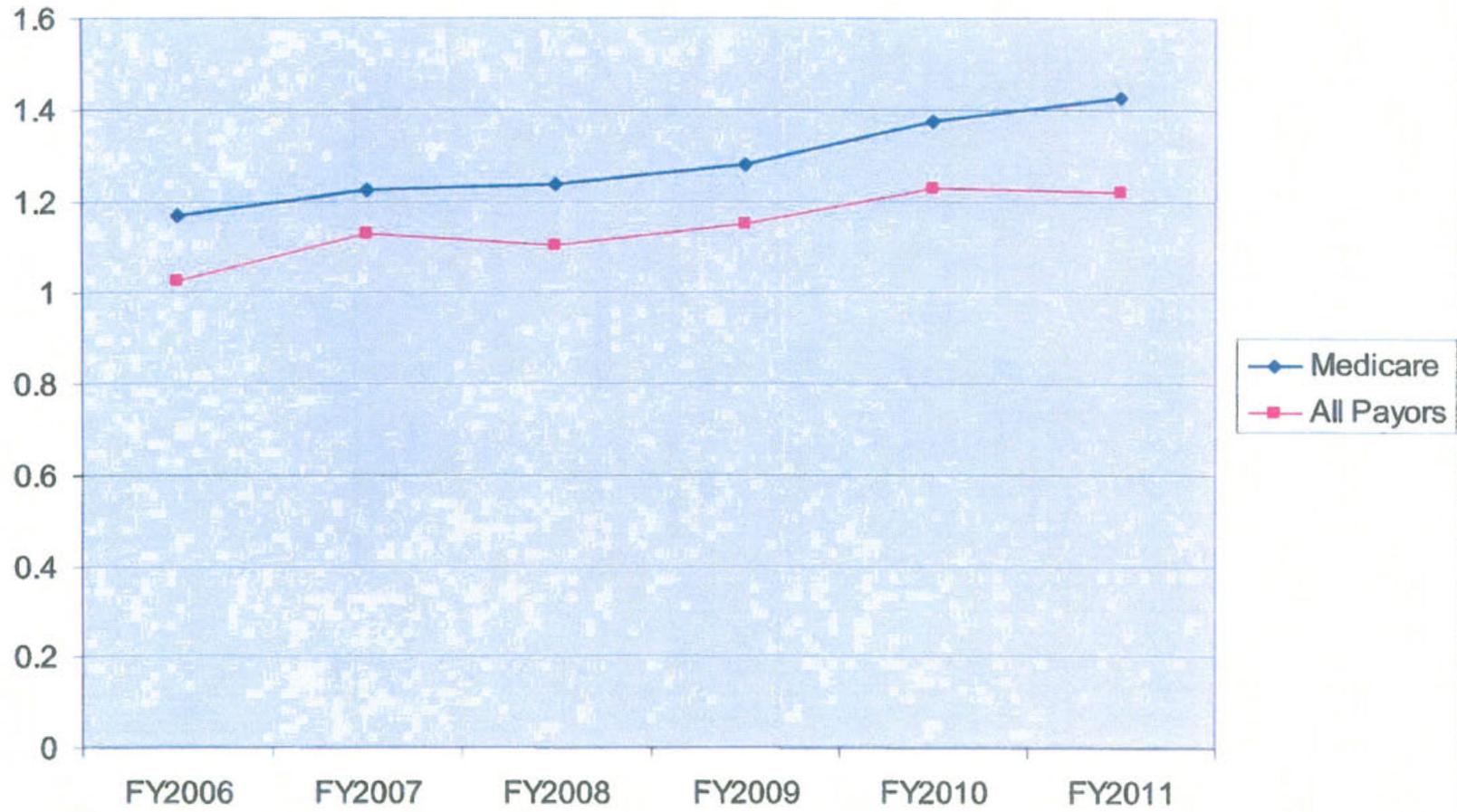
MRHC Income (Loss) FY2011



MRHC Days Cash on Hand



MRHC Case Mix Index



**MCALESTER REGIONAL HEALTH CENTER
STATEMENT OF INCOME
2012 BUDGET**

	2010 ACTUAL	2011 ACTUAL	ACT GROWTH	ACT % GROWTH	2012 BUDGET	BUD GROWTH	BUD % GROWTH
REVENUES:							
INPATIENT	103,903,799	102,865,427	(1,038,372)	-1.00%	107,114,929	4,249,502	4.13%
OUTPATIENT	91,615,993	99,007,942	7,391,949	8.07%	93,978,826	(5,029,116)	-5.08%
TOTAL PATIENT REVENUE	195,519,792	201,873,369	6,353,577	3.25%	201,093,755	(779,614)	-0.39%
DEDUCTIONS FROM REVENUE	(127,850,852)	(130,099,128)	(2,248,276)	-1.76%	(129,073,538)	1,025,590	0.79%
NET PATIENT REVENUE	67,668,940	71,774,241	4,105,301	6.07%	72,020,217	245,976	0.34%
OTHER REVENUE	4,815,034	4,542,208	(272,826)	-5.67%	4,246,000	(296,208)	-6.52%
NET OPERATING REVENUE	72,483,974	76,316,449	3,832,475	5.29%	76,266,217	(50,232)	-0.07%
OPERATING EXPENSES:							
SALARIES & LABOR	35,529,572	34,003,263	(1,526,309)	-4.30%	34,058,344	55,081	0.16%
BENEFITS	4,782,107	4,694,822	(87,285)	-1.83%	5,073,200	378,378	8.06%
PROFESSIONAL FEES	12,577,695	12,573,537	(4,158)	-0.03%	10,764,837	(1,808,700)	-14.38%
SUPPLIES	14,831,696	13,491,924	(1,339,772)	-9.03%	13,513,676	21,752	0.16%
REPAIRS & MAINTENANCE	2,487,831	2,451,272	(36,559)	-1.47%	2,304,250	(147,022)	-6.00%
MISCELLANEOUS & GENERAL	4,053,140	3,988,212	(64,928)	-1.60%	4,168,631	180,419	4.52%
LEASE EXPENSE	1,655,235	1,561,511	(93,724)	-5.66%	1,214,151	(347,360)	-22.25%
DEPRECIATION EXPENSE	4,546,062	4,347,460	(198,602)	-4.37%	3,618,607	(728,853)	-16.77%
TOTAL OPERATING EXPENSES	80,463,338	77,112,001	(3,351,337)	-4.17%	74,715,696	(2,396,305)	-3.11%
OPERATING INCOME (LOSS)	(7,979,364)	(795,552)	7,183,812	90.03%	1,550,521	2,346,073	294.90%
NON-OPERATING INCOME (EXPENSE):							
INTEREST INCOME	262,020	234,221	(27,799)	-10.61%	180,000	(54,221)	-23.15%
INTEREST EXPENSE	(376,311)	(326,268)	50,043	-13.30%	(197,287)	128,981	-39.53%
TOTAL NON-OPER INCOME (LOSS)	(114,291)	(92,047)	22,244	-19.46%	(17,287)	74,760	81.22%
TOTAL INCOME (LOSS)	(8,093,655)	(887,599)	7,206,056	89.03%	1,533,234	2,420,833	272.74%
FTEs	745	682	(63)	-8.46%	641	(41)	-6.00%
PATIENT DAYS	22,430	23,725	1,295	5.77%	22,692	(1,033)	-4.35%

7/20/2011



McAlester City Council

AGENDA REPORT

Meeting Date:	July 26, 2011	Item Number:	2
Department:	City Manager Peter J. Stasiak, CM/Carol Ervin, Exec. Director, McAlester Main Street	Account Code:	
Prepared By:		Budgeted Amount:	
Date Prepared:	July 18, 2011	Exhibits:	3

Subject

Consider and act upon authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association.

Recommendation

Motion to approve authorizing the Mayor to sign the Main Street Association Contract.

Discussion

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>07/18/11</u>

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, 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 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 reasonable accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be

deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force and effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSA's 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 _____, 2011, 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 _____, 2011, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.
By _____
Cecelia McMahan

ATTEST

Secretary



Goals for 2011 2012 Fiscal Yr:

McAlester Main Street partners with:

State and national Main Street programs	Kiamichi Vo-Tech	McAlester Radio
National Preservation Society	Local Downtown and Old Town	US Environmental Protection Agency
McAlester Chamber of Commerce	Merchants	McAlester Public Schools
City of McAlester	Wal-Mart	Arvest Bank
Pride in McAlester	PSO/AEP	First National Bank
MPower of McAlester	Narconon	Bank N.A.
	Take McAlester Back	Old Town Association
	McAlester news Capitol	

McAlester Main Street goals:

- Help preserve and revitalize our Historic downtown
- Help attract small businesses to our Historic downtown
- Hold Main Street events to boost our city sales tax
- Help advertise and promote our Main Street Districts

Promotion: Increase awareness / publicity. Advertising, retail promotions, special events, and marketing campaigns. Some promotions are retail/register ringing while others highlight the district and bring people to an area of town they do not normally visit.

- 1) Educate the public about what the Main Street Program has and is accomplishing
 - a) Action:
 - Monthly article in McAlester news Capital
 - Radio interviews – currently working with stations re amount they can do.
 - Interviews/educational videos on the City TV Chanel complete 2 educational videos by December 2011 as long as the equipment is available.
- 2) Directory:
 - Generate, print and distribute downtown/old town retail directories, 2,000 to hotels, restaurants, plus distribution at Oklahoma State Fair.
- 3) Events:
 - Crazy Days with Downtown Merchants (register ringing event bring awareness of shops/labels available downtown.)
 - Old town OctoberFest with Old Town Merchants Festival highlighting unique character of Old Town.
 - Downtown Fall Event in conjunction with the Hog Rally Oct 6-9th 2011 (register ringing – increasing sales tax)
 - Pet Parade / Treats on the Streets Halloween 2011 In conjunction with Lions Club Carnival (family event)
 - Christmas Parade (family event)
 - Choctaw Heritage Event with Choctaw Dancers Spring 2012 (family event)

Organization: A governing board and standing committees make up the fundamental organizational structure of the volunteer-driven, public private partnership program relying on the commitment of private citizens and civic leaders.

- 1) Ensure Board Positions are filled by Aug 2011
- 2) Board Members are trained (board training conducted by Linda Barnett State Main Street Staff)
- 3) McAlester Main Street Program is staying compliant with City and State Contracts
 - Quarterly reporting to City Council on goals and updates on FY12 plan and review accomplishments
- 4) Ensure Committees are meeting and completing their work plans
 - Fill committees and ensure they are meeting an average of once per month but at least 6 meetings per committee between July – Dec 2011
 - Committee Training with State Staff by Sept 15th
 - Hold at least one "Main Squeeze" meeting – Main Squeeze was a concept developed by Carol in Atoka – it accomplishes several things:
 - (1) Brings the entire organization together for one night
 - 2) Energizes and gives direction to each committee
 - 3) Allows committee members to see firsthand what the other committees are working on, get in, get something accomplished, get gone.Schedule of Main Squeeze: 7 - 10 min update, recap, and challenge for next quarter, next 12 mos, from director. 45 Min Committees break out into sessions and complete workplans, 15 – 20 min. director led recap from committees and expression of needs from other committees. Max of 1 hr 15 min.

1) Funding:

- a) Membership Drive – "Improving the Heartbeat of McAlester" increase corporate sponsor's dollars from \$5k to \$9k (currently 5 @ \$1,000), increase business membership dollars from \$3,900 (13 @ \$300) to \$7,000 (23 @ 300).
- b) Fund Raising:
 - 2 large events plus multiple small events. Raise a total of \$8,500.– "Main Street's got Talent" Fall of 2012, golf Tournament Spring of 2012
- c) Make Budget
 - The City of McAlester funds the Main Street program \$25,200. The budget for 2011-2012 is \$49,700 the difference is made up with \$16k from membership and \$8,500 from fund raising.

Economic Restructuring: Tools used by ER include business assistance, workshops, and property development to help new and existing businesses be successful. We want businesses in Main Street Districts to be profitable!

1) Assist new and existing businesses with the sales tax incentive program

- a) Action:
 - Implement and schedule the small business workshops One to be held by Nov 17th, and as needed for Sales Tax incentive program but not more than 5 per year.
 - Assist businesses with completing the application process
 - Set up and hold the McAlester Main Street Small Business Workshops
 - Goal of increasing new businesses in the Main Street Districts by 4 (reported on State Monthly Recap Report)

Design: Design means getting Main Street into top physical shape and creating a safe, inviting environment for shoppers, workers, and visitors. This also covers the look of downtown and signage.

- 1) Public spaces
 - working with volunteers to clean sidewalks and vacant buildings
- 2) Working with Building owners on maintenance issues providing resources and encouragement – you cannot rent a building that leaks.
- 3) Action:
 - Get the Christmas lights fixed on top of the buildings (difficult without dollars) cost est. of \$8.50 per foot.
 - Additional signage for locating Main Street Shopping Districts (requires ODOT compliance)
- 4) Long range plan – start working on streetscape

Accomplishment of goals will require participation from volunteers and partnerships with other organizations (see Partners With on the Accomplishments attachment)

Carol Ervin Executive Director of McAlester Main Street

Since Mar 16th when I officially started working for McAlester Main Street:

McAlester Day at the Capitol with the Chamber of Commerce

Main Street Day at the Capitol

Panelist (speaker) at Main Street 101

REI Women's Biz Conference (Main Street Booth)

Attended National Main Street Conference in Des Moines IA (required)

Attended SHPO conference at Guymon (required)

Speaker at Lions Club

Speaker at Rotary

Sub-committee for Sales Tax Incentive Program

Will be hosting the Small Business Workshops for the new business owner's requirements for the Sales Tax Incentive Program

Held workshop – Widow Display with Tracey Cox from the State Staff

Working with Downtown Merchants and hosting monthly meetings

Revamped Brochures, website, and webpresence including social media marketing with facebook and twitter

Actively recruited volunteers and membership

Held 1 downtown clean up with 12 volunteers

See attached report of McAlester Main Street accomplishments with Kathy Wall

McAlester Main Street 2010

Accomplishments of our McAlester Main Street Program in 2010/ Under; Executive Director; Kathy Wall

Held several downtown events, boosting our sales tax revenue, benefiting our downtown merchants i.e. big Mac Cruizers, Pet Parade, Chili Cookoff, Rockin the Art, and Jelly Beans promotion.

Approximately over 3000 visitors attending each of the month long events i.e. Jelly Beans and Rockin the Art (estimated by interviewing merchants)

Main Street is working with Pride in McAlester with the restoration of the OKLA Theater, working several cleaning days.

Main Street worked with the success of the Italian Festival in May of 2010

This year, we have built and maintained a website for McAlester Main Street

We had a very successful day at the state capitol promoting our historic downtown to over 5000 visitors that day.

We send in a monthly reinvestment report to our state office, to track the money and volunteers coming into our historic downtown area.

I have several Jr Main Street kids helping promote our downtown area, working events.

McAlester Main Street has attended nine training sessions this year, for main street managers.

I have participated with REI's meetings for the promoting SE OK

Holding a monthly merchants breakfast, trying to form more unity between Merchants

I worked the state fair with the city of McAlester helping promote our city.

I help merchants promote their businesses on our website.

I've shown interested business, vacancies in our downtown area.

Oklahoma's Lt. Governor Jari Askins came and spoke on supporting our local Main Street Program. On national Main Street week

Mayor of McAlester declared a proclamation of National Main Street week for our City

Helped make "Take McAlester Back" a great success

Working with many different entities to help make the city of McAlester a better place to live

Hosting several parades, including the Christmas Parade.

Creating ideas to draw customers to our Historic downtown / Kids Pet Parade, Jelly Bean jar contest, Rocking the Art and Car Show.

Made our first McAlester Main Street brochure

Was able to get \$2500.00 worth of Main Street banners, signs and posters donated from the Harmond Foundation

Was able to maintain the required points to stay in the Main Street program

EXHIBIT E

Year-End Community Evaluation

INTRODUCTION

As part of the Oklahoma Main Street Program and the National Trust Main Street Center's services, a year-end evaluation of the progress of the local Main Street Programs will be conducted. This evaluation form, along with the monthly reports, and site visits to the community by the Oklahoma Main Street Center staff constitute the basis of the analysis of the local program.

BACKGROUND INFORMATION

1. Program Manager Carol Ervin

Board Chair _____

Chairs of standing committees:

Promotion _____

Design _____

Economic Restructuring Karl Scifres

Organization Kristen Lloyd / Cecelia McMahan

2. Tax status of local Main Street Program [501 (c) (3), (4) or (6)] 501c6

3. Current city population 18,383 Current county population 45,837

ORGANIZATION

Workshops/seminars conducted by the local Main Street Program during last year.

Resourse Team Visit Sept 26-29 2010

Window display Workshop, Downtown & Old Town (2 sessions)

Marketing on a Dime

PROMOTION

1. Existing promotional activities assisted by Main Street	# completed in last 12 months	2. New promotional activities begun by Main Street	# completed in last 12 months
Retail sales	1 ^a	Retail sales	2 ^c
Special events	1 ^b	Special events	4 ^d
Image-building events		Image-building events	1 ^e

3. Which media are used to inform the public about the goals, objectives, activities and accomplishment of the local Main Street Program?

Medium Used	Frequency	
Brochures/printed materials	<u> X </u>	<u> Constantly </u>
Newspaper - press releases	<u> X </u>	<u> 9 </u>
Radio-PSAs	<u> </u>	<u> </u>
Television PSA	<u> </u>	<u> </u>
Main Street newsletters	<u> </u>	<u> </u>
Mailings <u> </u>	<u> </u>	<u> </u>
Public presentations	<u> X </u>	<u> 2 </u> since Mar 2011, unknown for 2010
Individual meetings	<u> X </u>	<u> 30 </u> current manager avgs 3 per week
Other (Facebook, Website, Twitter)	<u> X </u>	<u> DAILY </u>

^a Crazy Days (Downtown), ^b Hosted Christmas Parade, ^c Jelly Beans, Rockin the Art, ^dBig Mac Cruizers, Pet Parade, Chili cookoff, hosted Christmas Parade, ^e Hosted Lt Gov Jari Askins during National Main Street Week.

DESIGN

Workshops / seminars conducted by the local Main Street Program during the year.

Describe local design incentives – if any. _____

Number of visits by State Architect or designee: 2 Number of property owners met: 5

Number of buildings added to the National Register: _____

Number of Façade Renderings: Submitted _____ Completed _____ Implemented _____ Total of 26 in office, not sure of time frame.

ECONOMIC RESTRUCTURING

Workshops / seminars conducted by the local Main Street Program during the year.

Have any economic incentive programs been established? Yes No

If yes, describe program(s) and results: Served on Sales Tax Incentive subcommittee to be implemented August 1st with criteria for new and existing businesses (see attached resolution)

Has a business assistance program been established? Yes No

If yes, describe activities: _____

Has a business retention program been established? Yes No

If yes, describe activities: _____

Has a new business start-up program been established? Yes No

If yes, describe activities: BUT there are provisions in the new sales tax incentive program that new first time business owners must attend the Main Street Small Business Workshop

NARRATIVE (Use additional paper if necessary)

1. Describe the interaction of the Board, committees and Program Manager.

Hired Carol Ervin as the new director Mar 16, 2010 after a 4 month vacancy. 5 board vacancies have been filled and new officers elected.

2. Describe the impact of the Main Street Program on local (city and/or county) legislation.

In June of 2010 the City of McAlester adopted a sales tax incentive program to be implemented in Aug 2011. See attached resolution

3. Describe the impact of special events assisted or begun by the Main Street Program. Specify if possible, attendance, cost, revenue generated (if applicable) and event co-sponsors.

Big Mac Cruizers:

Bringing forth the balance of

\$2458.25 of sponsorship add sales adding

\$1138.00 MMS Sales

\$3027.00 Car Show sales

Total of:

\$6623.25

Big Mac Cursors half

\$3311.62

McAlester Main Street half

\$3311.62

See attached sheet

We took in \$100.00 for the Poker walk and paid out \$100.00 for the winner.

918-423-8888

215 East Choctaw Avenue, Suite 112 mcalestermainst@att.net

www.mcalestermainstreet.com

McAlester, OK 74501

This was done in conjunction with the Chili Cook Off

Pet Parade On Oct 30th in conjunction with the Lions Club,

Hosted Christmas Parade

4. Describe the effects of retail promotional activities assisted or begun by the Main Street Program.

Jelly Beans this was a month long retail promotion where the public was invited to guess the number of Jelly Beans in the Jar and win prizes.

Rockin the Art this was another month long promotion with art painted rocking chairs. Both these month long events brought in approximately 3,000 visitors to downtown each month as per interviews with merchants by Kathy Wall.

5. Describe the impact of physical (design) changes in the downtown.

New plants in the pots, mural on 2nd and Choctaw is beautiful and SOFA (Southeastern Oklahoma Fine Arts) have done this totally on their own initiative and really beautified downtown and helped us have a focal point.

6. Describe the economic impact of the Main Street Program on the downtown and the community, including the change in property values and rental rates – if applicable and if available

Unfortunately several building owners raised rents without doing any improvements which has contributed to the vacancy problems. Several roofs are being repaired and more are needed. Main Street has and continues to be on the Steering Committee for the OKLA Theater project and we have had a site visit from Ron Frantz for that specific project and Harry Sims did a site visit and discussed the Historic Tax Credit program with the Steering committee.

7. Describe the local Main Street Program's greatest success to date.

Number of events held downtown increasing foot traffic.

Partnering with other organizations and highlighting McAlester as a place to visit.

Obtaining support from other organizations such as chamber of Commerce, Mpower, City of McAlester and numerous non-profit entities; churches, youth, drug court, Lions Club, Rotary, and Red Cross.

8. Describe the local Main Street Program's greatest failure.

Lack of public education regarding the progress that Main Street has made since the restart in 2008. There have been several obstacles to overcome one has been consistency with directors, there has been a high turnover which leads to adjustments and training curves, as well as new directors and committee changes. However with proper education the Board is stepping up to correct these issues.

9. Describe the local Main Street Program's greatest continuing problem.

Funding: with the downturn in the economy and tight city budgets there is simply too much time spent on fundraising.

Volunteers: Tapping into volunteers that do not want to attend a meeting but are willing to work is very challenging.

10. Describe the direction the local Main Street Program should take in the next year.

With the Board Positions filled and guidance from an experienced Executive Director the focus should be on Committee and volunteer development as well as training and implementation of the 4 points and maintaining accurate work plans.

EXHIBIT F

Statement of Main Street Benefits

Use additional paper if necessary.

1. Statement of how the local program will benefit from future services/designation:

- Continued access to state and national training – required training equals require excellence. With the focus of each training varying between the 4 points it ensures a variety and strong foundation.
- Available experts for workshops and seminars. We have had “Window Display Workshops” as well as “store layout” and assistance. Scheduled for this next year is “Managing Profit Workshop”, “Small Business Workshops”, Tech Visit (see below), committee and board trainings (see below)
- Tech visit where we intend to request an expert on street scapes (valued at aprox. \$10k) With the two Main Street districts in McAlester this is a goal that will span several years:
 - Old Town :
 - With a state highway we need to get our sidewalks ADA compliant
 - Redo the uneven flagstone
 - Add minimum maintenance landscaping
 - Downtown
 - Put all “air noise” underground
 - Install planters with electricity and water
 - Create a beautiful relaxing atmosphere that gives clear clues to the quality of the shops
- Trainings for Board and Committees. Scheduling a Board Training to be completed by Sept 15th. We have had a large board turnover and need training for the entire board. Committees are forming and they need hands on training.
- Using the Main Street’s blueprints for success (we don’t have to try to write the book) by following the Eight Principals and Four Points of the Main Street program we have a specific blueprint on how to be successful and achieve a Restored, Revitalized, and Historic Business District.

2. Statement of how PARTICIPANT has shared its expertise or contributed to the state Main Street Network during the past year:

By attending the State functions including

- Main Street Day at the Capitol
- Attending other State functions such as the Awards Banquet
- Hosting Lt Gov Jari Askins for Main Street Week in McAlester
- Panelist for Main Street 101

3. Statement of how PARTICIPANT has benefited from program services over the past:

Use of the Liason, trainings, workshops, design assistance 27 architectural drawings of buildings with restoration check lists.

4. Statement of Need for maintaining Oklahoma Main Street Center designation beyond year three:

Big box businesses will of course want to be located on Highway 69, but if someone wants to take the pulse of McAlester they will look at the historic downtown districts. The heartbeat of a community can be found in the condition of their historic business districts. By using the Main Street approach and guides, support from the State and National Main Street Programs we can improve the perception of McAlester and strengthen our economic base which will enhance the revenues and raise the quality of life for the citizens of McAlester. Hearts of communities are not found in big box stores on the highway – quality of life is found in vibrant areas where the citizens have a direct impact. That citizen involvement e.g. quality of life is most evident in the conditions of the historic districts.

OKLAHOMA MAIN STREET™ AGREEMENT

Graduate Program Services

THIS AGREEMENT is entered into and executed by the State of Oklahoma, Department of Commerce/Oklahoma Main Street Center (hereinafter referred to as the "STATE") and McAlester Main Street Association (hereinafter referred to as the "PARTICIPANT").

WHEREAS, this Agreement is for the purpose of implementing Graduate (Post Year Three) services through the STATE in the town/city of McAlester county of Pittsburg, State of Oklahoma, so as to assist in the revitalization of the downtown/urban and Old Town area of McAlester, Oklahoma and

WHEREAS, the STATE desires to provide service to Oklahoma localities. In order that the STATE might accomplish this goal and that the city of McAlester shall be included as a city benefiting from these services, the following Agreement is undertaken for the period between July 1, 2011 and June 30, 2012.

TERMS AND CONDITIONS

SECTION I. STATE agrees to perform the following services:

1. Provide a continuing liaison with the National Trust Main Street Center (NTMSC) through the STATE to handle all communications between the PARTICIPANT, NTMSC and STATE. STATE shall also act as liaison between public and private organizations with interests in downtown and neighborhood business district development and preservation.
2. Designate the city / urban district of McAlester as an official and active Oklahoma Main Street community.
3. Conduct meetings and workshops to further develop and refine the skills of local program managers, board members and committee members. Additional services to be provided include marketing opportunities for the program, recognition of program achievements and presentations promoting successes.
4. Help in selection of new program manager (if requested) via discussions with board to evaluate needs, telephone conversations with prospective applicants, screening of resumes, or participation in interview process.
5. If a change in program manager occurs during term of Agreement, conduct a one-day, on-site visit to help train and orient new manager AND assist in securing location for an official Main Street program manager training session out of state, or admit to Oklahoma training program if one is available. (PARTICIPANT responsible for all costs.)
6. Provide advice and information to the local program manager on a continuing basis as staff time allows.
7. Provide the opportunity to participate in NTMSC technical assistance , if needed

8. Provide year-end evaluation with STATE staff to review program accomplishments, review goals and program of work for coming year and to discuss national designation based on the NTMSC 11 Criteria for evaluation for following year.
9. Provide PARTICIPANT with related program information through regular resource mailings, e-mail and announcements to program manager.
10. Provide Design assistance by STATE Architect. Such services include:
 - On-site Design assistance (1 project) eligible each year town remains an official Oklahoma Main Street Community. (Assistance delivered as determined by a schedule established by STATE Architect).
 - Bonus projects granted with approved completion of each assisted Design project.
 - Level of assistance determined by STATE Architect.
 - Details for Design assistance process and on-site Design assistance and training provided in separate documents.
 - Phone consultations and product literature as needed.
11. Provide Economic Restructuring (ER) Assistance by STATE Business Specialist, to include:
 - One-on-one consultation with business owners within defined local Main Street district
 - Business Education workshops
 - Training for Oklahoma Main Street Economic Restructuring (ER) Committee

Design and/or Economic Restructuring (ER) services and resources will be withheld at any time during the calendar year if any one of the following stipulations occur:

- Failure to submit Annual Agreement.
- Failure to submit Annual Work Plans.
- Failure to submit Monthly Reinvestment Figures.
- Failure of program manager or Board of Directors' representative to attend required-attendance trainings.
- Failure to participate in year-end evaluation

SECTION II. To maintain designation as an Oklahoma Main Street Community, PARTICIPANT agrees to:

1. Maintain membership in the National Trust Main Street Center (NTMSC). PARTICIPANT agrees to pay annual membership to the NTMSC.
2. Maintain an independent volunteer board representative of all downtown elements to oversee the continuing development of the local Main Street program for the term of this letter of agreement. The organization must be established specifically to implement the Oklahoma Main Street Program and structured similarly to the organization chart shown in Exhibit G.
3. Implement a comprehensive approach to downtown revitalization following the Four-Point Approach™ methodology ascribed by the NTMSC, including **development of an annual written work plan** for the local Main Street organization and **continuance of a strong committee system** to include but not be limited to the following committees: Design, Economic Restructuring, Promotion, and Organization, to be labeled Exhibit A.
4. Maintain professional staff as defined below. Paid compensation should be at local market rates for competitive positions. Place an “X” in the applicable staff requirements for your program. Population estimates based on the 2010 Oklahoma census.

Small Towns (under 5,000 population): Commit to hire, retain and supervise one paid employee who would be required to work at least 20 hours per week to direct the program. These 20 hours will be dedicated to Main Street work only and not applied to any other organization.

Mid-Size Towns (5,000 – 50,000 population): Commit to hire, retain and supervise one paid employee who would be required to work at least 40 hours per week to direct the program.

Urban Districts (50,000 or more population): Commit to hire, retain and supervise enough paid staff to effectively oversee day-to-day program operations and to work up to 40 hours per week per person to direct and support the program.

A sample description of Main Street manager duties and qualifications are attached as Exhibit B and incorporated herein. In the event the Main Street Manager position is vacated during the term of this Agreement, PARTICIPANT agrees to fill the position within a reasonable time with a person meeting the qualifications as attached. **STATE reserves the right to review Main Street designation if position is vacated for more than four (4) months. Upon replacing a manager, the new Main Street Manager will be required to attend a comprehensive Main Street training program (the first available or within four months) or provide records of prior attendance. STATE must approve the training received or to be received.**

5. Maintain the focus of the local Main Street Program in the downtown or defined urban district, concentrating program activities within the designated Main Street Program area as described below and shown on Exhibit C.

Boundaries: Downtown Includes the area defined by: West side of Main Street from Chickasaw to Carl Albert, North side of Carl Albert from Main St to 5th St, East side of 5th St to Choctaw, South side of Choctaw from 5th St to 3rd St, East side of 3rd St from Choctaw to Chickasaw, South side of Chickasaw from 3rd St to West side of Main St. And including Old Town with the area defined by: East and West side of Main Street from 2600 North Main to the South side of East Smith Ave.

6. Require program representation at the following Main Street training sessions: (1) two quarterly trainings (up to 3 days each), (2) the Statewide Preservation Conference and (3) the National Trust Main Streets Conference. Eligible attendees may be the program manager, a member of the Board of Directors, a committee member and/or other Main Street volunteers. PARTICIPANT shall be

responsible for the attendee's travel costs and other expenses associated with these training sessions.

7. Maintain thorough records and photographic documentation for monitoring the progress of the Main Street program and regularly submit documentation on or before the identified deadlines to the STATE, to include but not limited to the following items:
 - Monthly Reinvestment Reports using the computer format provided by STATE
 - Completed Yearly Evaluation reports (Exhibits E)
 - A copy of materials relating to the Main Street Program published during the program year, i.e., brochures, news or magazine articles, directories, etc.
 - Other information requested by STATE.
8. Assist as requested by STATE in arrangements for technical assistance and public relations visits to the community.
9. Manage the provision of STATE's Design assistance to local property owners and merchants by:
 - Maintaining a Design Committee to assist the program manager in managing design projects;
 - Having all Design Committee members and the program manager attend Main Street Design training as recommended by the STATE;
 - Insuring that applicants receiving Design assistance view the compact disc (cd) presentation "Making Good Design Happen" or "Signs of a Successful Main Street" whichever is appropriate for their project, prior to meeting with the STATE Architect; and
 - Complete and submit all proper "Design" assistance materials needed by STATE Architect.
10. Manage the provision of STATE's Economic Restructuring (ER) Assistance to local business owners.
11. Submit and subsequently execute an annual comprehensive work plan and budget (Exhibits A and D). The proposed work plan and budget must be approved by STATE. **Due July 22, 2011.**
12. PARTICIPANT must maintain connection to OMSC via Internet Service Provider. Periodic updates of computer equipment are required. The President of the Board or board designee must have an active e-mail address to receive and review correspondence from state Main Street Staff and other Oklahoma Main Street Program communities.
13. Submit to STATE by **July 22, 2011** a statement of 1) how PARTICIPANT has benefited from program services, 2) how PARTICIPANT has shared its expertise or contributed to the state Main Street network, 3) how local program will benefit from future services/designations, 4) need for maintaining Oklahoma Main Street Community designation. This statement shall be incorporated herein as Exhibit F.
14. Attach a resolution from the municipal governing board showing support for the Main Street program. See Exhibit H.

SECTION III. The parties hereto otherwise agree as follows:

1. The term of this Agreement shall be from **July 1, 2011** to **June 30, 2012**.
2. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the State of Oklahoma to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then STATE shall have the right to amend or terminate this Agreement without penalty by giving the community not less than sixty (60) days written notice.
3. If PARTICIPANT fails to fulfill in timely and proper manner its obligations under this Agreement, or if PARTICIPANT shall violate any of the terms of this Agreement, the STATE shall have the right to immediately terminate this Agreement and withhold further services under the Agreement. The STATE may elect to place PARTICIPANT on probation for violation of any of the terms of this Agreement and withhold services until the PARTICIPANT corrects the problem.

In WITNESS WHEREOF, the parties have executed this Agreement:

BY: _____
Mike Widell (Date)
Chief Administrative Officer
Oklahoma Department of Commerce

Approved as to form:

BY: _____
Linda Barnett (Date)
Director
Oklahoma Main Street Center

BY: _____
(Board President/Chair) (Date)

(Name of downtown Main Street Organization)

BY: _____
(Main Street Program Manager) (Date)

(Name of downtown Main Street Organization)

REQUIRED EXHIBITS SUPPLIED BY PARTICIPANT

(To be attached to Agreement)

EXHIBIT A:

Annual Work plan in the format provided by STATE. **Due July 22, 2011.**

EXHIBIT B:

Main Street Program Manager Description and Qualifications to be signed by Manager and Board Chair.
(Submit for first year town or if description has changed since last year.)

If description and qualifications remain the same as last year, indicate by checking this box:

EXHIBIT C:

Map of Main Street Program Area.

If boundaries have not changed, indicate by checking this box:

EXHIBIT D:

Calendar Year 2010 Budget. **Due no later than July 22, 2011.**

EXHIBIT E:

Year-End Community Evaluation & Narrative – use evaluation form provided.

EXHIBIT F:

Statement of Main Street Benefits

EXHIBIT G:

Main Street Organizational Structure

EXHIBIT H:

Resolution from the municipal governing body.

EXHIBIT B

Main Street Program Manager **Job Description**

The Main Street Program is a comprehensive program, which requires many skills. The Program Manager is responsible for the development, conduct, execution and documentation of the program. A program manager is the principal on-site staff person responsible for coordinating all program activities locally as well as representing the community regionally and nationally as appropriate.

The manager cannot be the one person doing all the work. When a program becomes too dependent on the manager to do everything there is a very real danger of failure for the program due to burn out of the manager, and when he/she leaves, the Board is not strong enough to hold the program together. The board is responsible to maximize the time of the manager. The manager position is one of coordination and implementation not necessarily doing the work; the contact person for the community, that serves as the local expert for downtown.

Some of the activities and duties are as follows:

- Develop and conduct public awareness and education programs designed to enhance appreciation of downtown's architecture and other assets.
- Keep program and its goals and objectives constantly in public eye through speaking engagements, radio, television appearances and newspaper interviews.
- Develop action plan for implementing a downtown revitalization program focused on four areas: design, promotion, organization, and economic restructuring.
- Assist individual tenants and property owners with physical improvements to property through personal consultation or through professional design consultants. Assist in locating appropriate contractors and materials; when possible, participate in construction supervision and provide advice on necessary financial mechanisms.
- Work with downtown organizations and encourage improvements in their abilities to undertake joint activities such as promotions, advertising, uniform store hours, special events, business recruiting, parking, etc. Encourage cooperative climate between downtown interest and local public officials.
- Assist in coordination of joint promotional events such as seasonal festivals, sidewalk sales, etc. with the goal of improving the quality and excitement of events to attract people downtown.
- Work with private-sector institutions and appropriate public agencies at local and state levels to obtain necessary funding for critical elements of the work program. These elements include design assistance, promotional publications, building rehabilitation and parking and public improvements.
- Develop and maintain a system for monitoring changes in public and private investment in the downtown, job creation, business retention, expansion and recruitment, the creation of individual building files and the thorough photographic documentation of all changes.
- Represent the community at prominent conferences on the state and national levels.

In addition to the above, there are other management responsibilities such as: operation of the office; budget development; purchasing; record keeping; supervision of other employees (if any); and preparation of reports required by local board, state Main Street organization and/or sponsoring institutions. The program manager also establishes a resource file and library and maintains all program records in an orderly manner.

A program manager must be entrepreneurial, energetic, imaginative, well organized and capable of functioning effectively in an independent situation. AND, above all, must possess excellent communication skills and work well with people.

EXHIBIT E

Year-End Community Evaluation

INTRODUCTION

As part of the Oklahoma Main Street Program and the National Trust Main Street Center's services, a year-end evaluation of the progress of the local Main Street Programs will be conducted. This evaluation form, along with the monthly reports, and site visits to the community by the Oklahoma Main Street Center staff constitute the basis of the analysis of the local program.

BACKGROUND INFORMATION

1. Program Manager Carol Ervin
Board Chair _____
Chairs of standing committees:
Promotion Lee Anderson
Design Melanie Sevall
Economic Restructuring Karl Scifres
Organization Kristen Lloyd / Cecelia McMahan
2. Tax status of local Main Street Program [501 (c) (3), (4) or (6)] 501c6
3. Current city population 18,383 Current county population 45,837

ORGANIZATION

Workshops/seminars conducted by the local Main Street Program during last year.

- Resourse Team Visit Sept 26-29 2010
- Window display Workshop, Downtown & Old Town (2 sessions)
- Marketing on a Dime
- _____

PROMOTION

1. Existing promotional activities assisted by Main Street	# completed in last 12 months	2. New promotional activities begun by Main Street	# completed in last 12 months
Retail sales	1 ^a	Retail sales	2 ^c
Special events	1 ^b	Special events	4 ^d
Image-building events		Image-building events	1 ^e

3. Which media are used to inform the public about the goals, objectives, activities and accomplishments of the local Main Street Program?

Medium	Used	Frequency
Brochures/printed materials	<u>X</u>	<u>Constantly</u>
Newspaper - press releases	<u>X</u>	<u>9</u>
Radio-PSAs	_____	_____
Television PSA	_____	_____
Main Street newsletters	_____	_____
Mailings	_____	_____
Public presentations	<u>X</u>	<u>2</u> since Mar 2011, unknown for 2010
Individual meetings	<u>X</u>	<u>30</u> current manager avgs 3 per week
Other (Facebook, Website, Twitter)	<u>X</u>	<u>DAILY</u>

^a Crazy Days (Downtown), ^b Hosted Christmas Parade, ^c Jelly Beans, Rockin the Art, ^dBig Mac Cruizers, Pet Parade, Chili cookoff, hosted Christmas Parade, ^e Hosted Lt Gov Jari Askins during National Main Street Week.

DESIGN

Workshops / seminars conducted by the local Main Street Program during the year.

Describe local design incentives – if any. _____

Number of visits by State Architect or designee: 2 Number of property owners met: 5

Number of buildings added to the National Register: _____

Number of Façade Renderings: Submitted _____ Completed _____ Implemented _____ Total of 26 in office, not sure of time frame.

ECONOMIC RESTRUCTURING

Workshops / seminars conducted by the local Main Street Program during the year.

Have any economic incentive programs been established? Yes No

If yes, describe program(s) and results: Served on Sales Tax Incentive subcommittee to be implemented August 1st with criteria for new and existing businesses (see attached resolution)

Has a business assistance program been established? Yes No

If yes, describe activities: _____

Has a business retention program been established? Yes No

If yes, describe activities: _____

Has a new business start-up program been established? Yes No

If yes, describe activities: BUT there are provisions in the new sales tax incentive program that new first time business owners must attend the Main Street Small Business Workshop

NARRATIVE (Use additional paper if necessary)

1. Describe the interaction of the Board, committees and Program Manager.
Hired Carol Ervin as the new director Mar 16, 2010 after a 4 month vacancy. 5 board vacancies have been filled and new officers elected.

2. Describe the impact of the Main Street Program on local (city and/or county) legislation.

In June of 2010 the City of McAlester adopted a sales tax incentive program to be implemented in Aug 2011. See attached resolution

3. Describe the impact of special events assisted or begun by the Main Street Program. Specify if possible, attendance, cost, revenue generated (if applicable) and event co-sponsors.

Big Mac Cruizers:

Bringing forth the balance of
\$2458.25 of sponsorship add sales adding
\$1138.00 MMS Sales
\$3027.00 Car Show sales
Total of:
\$6623.25

Big Mac Cruisers half
\$3311.62

McAlester Main Street half
\$3311.62

See attached sheet

We took in \$100.00 for the Poker walk and paid out \$100.00 for the winner.
This was done in conjunction with the Chili Cook Off

Pet Parade On Oct 30th in conjunction with the Lions Club,
Hosted Christmas Parade

4. Describe the effects of retail promotional activities assisted or begun by the Main Street Program.

Jelly Beans this was a month long retail promotion where the public was invited to guess the number of Jelly Beans in the Jar and win prizes.

Rockin the Art this was another month long promotion with art painted rocking chairs. Both these month long events brought in approximately 3,000 visitors to downtown each month as per interviews with merchants by Kathy Wall.

5. Describe the impact of physical (design) changes in the downtown.

New plants in the pots, mural on 2nd and Choctaw is beautiful and SOFA (Southeastern Oklahoma Fine Arts) have done this totally on their own initiative and really beautified downtown and helped us have a focal point.

6. Describe the economic impact of the Main Street Program on the downtown and the community, including the change in property values and rental rates – if applicable and if available

Unfortunately several building owners raised rents without doing any improvements which has contributed to the vacancy problems. Several roofs are being repaired and more are needed. Main Street has and continues to be on the Steering Committee for the OKLA Theater project and we have had a site visit from Ron Frantz for that specific project and Harry Sims did a site visit and discussed the Historic Tax Credit program with the Steering committee.

7. Describe the local Main Street Program's greatest success to date.

Number of events held downtown increasing foot traffic.

Partnering with other organizations and highlighting McAlester as a place to visit.

Obtaining support from other organizations such as chamber of Commerce, Mpower, City of McAlester and numerous non-profit entities; churches, youth, drug court, Lions Club, Rotary and Red Cross.

8. Describe the local Main Street Program's greatest failure.

Lack of public education regarding the progress that Main Street has made since the restart in 2008.

There have been several obstacles to overcome one has been consistency with directors, there has been a high turnover which leads to adjustments and training curves, as well as new directors and committee changes. However with proper education the Board is stepping up to correct these issues.

9. Describe the local Main Street Program's greatest continuing problem.

Funding: with the downturn in the economy and tight city budgets there is simply too much time spent on fundraising.

Volunteers: Tapping into volunteers that do not want to attend a meeting but are willing to work is very challenging.

10. Describe the direction the local Main Street Program should take in the next year.

With the Board Positions filled and guidance from an experienced Executive Director the focus should be on Committee and volunteer development as well as training and implementation of the 4 points and maintaining accurate work plans.

EXHIBIT F

Statement of Main Street Benefits

Use additional paper if necessary.

1. Statement of how the local program will benefit from future services/designation:

- Continued access to state and national training – required training equals requiree excellence. With the focus of each training varying between the 4 points it ensures a variety and strong foundation.
- Available experts for workshops and seminars. We have had “Window Display Workshops” as well as “store layout” and assistance. Scheduled for this next year is “Managing Profit Workshop”, “Small Business Workshops”, Tech Visit (see below), committee and board trainings (see below)
- Tech visit where we intend to request an expert on street scapes (valued at aprox. \$10k) With the two Main Street districts in McAlester this is a goal that will span several years:
 - Old Town :
 - With a state highway we need to get our sidewalks ADA compliant
 - Redo the uneven flagstone
 - Add minimum maintenance landscaping
 - Downtown
 - Put all “air noise” underground
 - Install planters with electricity and water
 - Create a beautiful relaxing atmosphere that gives clear clues to the quality of the shops
- Trainings for Board and Committees. Scheduling a Board Training to be completed by Sept 15th. We have had a large board turnover and need training for the entire board. Committees are forming and they need hands on training.
- Using the Main Street’s blueprints for success (we don’t have to try to write the book) by following the Eight Principals and Four Points of the Main Street program we have a specific blueprint on how to be successful and achieve a Restored, Revitalized, Historic Business District.

2. Statement of how PARTICIPANT has shared its expertise or contributed to the state Main Street Network during the past year:

By attending the State functions including

- Main Street Day at the Capitol
- Attending other State functions such as the the Awards Banquet
- Hosting Lt Gov Jari Askins for Main Street Week in McAlester
- Panelist for Main Street 101

3. Statement of how PARTICIPANT has benefited from program services over the past:

Use of the Liason, trainings, workshops, design assistance 27 architechtrual drawings of buildings with restoration check lists.

4. Statement of Need for maintaining Oklahoma Main Street Center designation beyond year three:

Big box businesses will of course want to be located on Highway 69, but if someone wants to take the pulse of McAlester they will look at the historic downtown districts. The heartbeat of a community can be found in the condition of their historic business districts. By using the Main Street approach and guides, support from the State and National Main Street Programs we can improve the perception of McAlester and strengthen our economic base which will enhance the revenues and raise the quality of life for the citizens of McAlester. Hearts of communities are not found in big box stores on the highway – quality of life is found in vibrant areas where the citizens have a direct impact. That citizen involvement e.g. quality of life is most evident in the conditions of the historic districts.

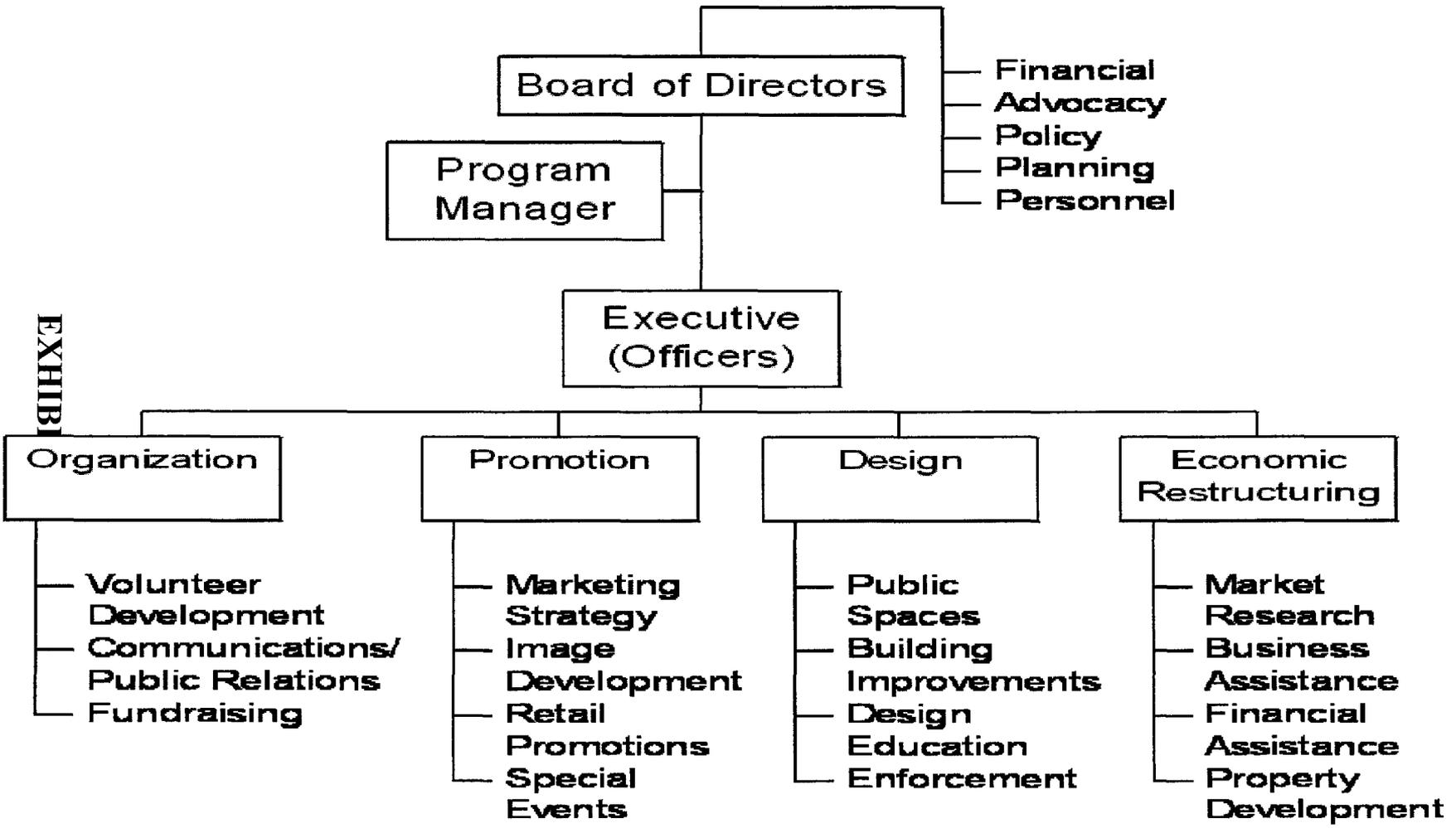


EXHIBIT G
Sample City Resolution

A resolution supporting continued participation in Main Street Programs.

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their "Main Street" areas, and

WHEREAS, the City (or Town) of McAlester desires to continue participating in the Oklahoma Main Street Center,

NOW THEREFORE BE IT RESOLVED BY THE CITY (OR TOWN) COUNCIL OF THE CITY (OR TOWN) OF McAlester :

SECTION 1. That the City (or Town) of McAlester supports the participation in the 2010 / 2011 Oklahoma Main Street Center with the specific goal of revitalizing the historic central business district using the Main Street 4-Point Approach™ to economic revitalization.

SECTION 2. That the City (Town) of McAlester understands that the Main Street Approach is a long-term process that results in a continual effort to maintain and enhance downtown.

ADOPTED THIS _____ DAY OF _____, 20 ____.

Mayor

Attest

City Secretary



McAlester City Council

AGENDA REPORT

Meeting Date: July 19, 2011
Department: Finance
Prepared By: Gayla Duke
Date Prepared: July 26, 2011

Item Number: 3
Account Code:
Budgeted Amount:
Exhibits: Three

Subject

Consider, and act upon, approval of the attached Transfer of Appropriations for FY 2010-2011.

Recommendation

Motion to approve the budget transfers as attached numbered: T1011-083, T1011-084, & T1011-085.

Discussion

These budget transfers are necessary to cover allocations for Vehicle/Equipment Maintenance expense, Worker's Compensation expense, and Fire Department Overtime and Severance/Unused Leave expense.

Approved By

		Initial	Date
Department Head		GDD	07/19/11
City Manager	P. Stasiak		07/19/11



McAlester City Council

AGENDA REPORT

Meeting Date: July 26, 2011 Item Number: 4
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: July 19, 2011 Budgeted Amount: _____
Exhibits: none

Subject

Financial Presentation for Year ending June 30, 2011.

Recommendation

Presentation of Financial Status of City as of June 30, 2011.

Hard copies of information will be provided at meeting in order to have the most up to date information.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GDD	07-19-2011
City Manager		



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 26th, 2011</u>	Item Number:	<u>5</u>
Department:	<u>Finance</u>	Account Code:	<u>36-5215309</u>
Prepared By:	<u>Cora Middleton, City Clerk</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 18th, 2011</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon a Renewal of Excess Worker's Comp Insurance through Jordan-Carris Agency with Midwest Employers Casualty Company.

Recommendation

Motion to approve a Renewal of Excess Worker's Comp Insurance and authorizing the Mayor to sign renewal policy.

Discussion

Previous policy with Midwest Employers Casualty Company was dated 8/1/2010 through 8/1/2011. This will continue coverage.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	7/18/2011
City Manager	J. Stasiak 	7/18/2011

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INSURANCE & BONDS

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July 21, 2011

City of McAlester
Toni Ervin
PO Box 578
McAlester, OK 74502

RE: Workers Compensation
EWC006547
Effective 08/01/10 to 08/01/11

Dear Toni,

Enclosed is the renewal quotes for the Excess Workers Compensation from Midwest Employers Casualty Company. They have provided two quotes, for the 2011 term. The first option has retention per claim of \$400,000 for all job classifications, except police and fire, their retention would be \$450,000. The annual premium for this option is \$53,920.00. Option #2 has a \$400,000 retention for all job classifications, but has a \$100,000 corridor deductible. The retention is per claim, but the deductible is an annual deductible, not per claim deductible. The premium for this option is \$47,716.00.

We appreciate the opportunity to provide this quote to you. If you have any questions or need Bruce to attend the board meeting to explain the quotes and coverage's, please do not hesitate to call, we will be happy to answer any questions that anyone may have. Let me know if renewal is desired and we will get the coverage bound for you on August 1, 2011.

Best Regards,



Lisa Duvall



Midwest Employers Casualty Company
Excess Workers Compensation
QUOTATION SHEET



Insured: City of McAlester
 Policy #: EWC006547

Policy Effective Date: 08/01/2011
 Quote Date: 07/21/2011
 Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0160817	0160819				
State(s)	OK	OK				
SPECIFIC:						
Specific Limit	STATUTORY	STATUTORY				
Specific Retention	\$400,000	\$400,000				
Specific Retention - 7720	\$450,000	NA				
Specific Retention - 7710	\$450,000	NA				
Corridor Deductible	NA	\$100,000				
EMPLOYERS LIABILITY:						
Employers Liability Limit	\$1,000,000	\$1,000,000				
Employers Liability Retention	See Specific	See Specific				
Corridor Deductible	NA	\$100,000				
AGGREGATE:						
Aggregate Limit	\$2,000,000	\$2,000,000				
Rate as a % of Normal Premium	166%	163.1%				
Estimated Aggregate Retention	\$1,095,555	\$1,076,416				
Minimum Aggregate Retention	\$1,073,644	\$1,054,888				
Aggregate Loss Limit	\$400,000	\$400,000				
RATING BASE:						
Est. Annual Payroll	\$9,680,594	\$9,680,594				
Est. Annual Manual Premium	\$659,973	\$659,973				
Length of Policy Period (Years)	1.000000	1.000000				
Est. Policy Prd Normal Premium	\$659,973	\$659,973				
Rate as a % of Normal Premium	8.17%	7.23%				
PREMIUM:						
Total Est Policy Prd Premium (including Flat Charges)	\$53,920	\$47,716				
Policy Prd Minimum Premium	\$48,528	\$42,944				
Deposit Premium	\$53,920	\$47,716				
Deposit Flat Charge(s)	NA	NA				
Total Deposit Due	\$53,920	\$47,716				
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$1,618.00	\$1,431.00				
Commission	10%	10%				

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.



Midwest Employers Casualty Company
QUOTATION - Endorsement Schedule



Insured Name: City of McAlester
Policy Number: EWC006547

Policy Effective Date: 8/1/2011
Quote Date: 7/20/2011
Quote Expiration Date: 60 Days

Quote(s) Include the following Endorsements:

CO-6 (3) Amending Item 6 - Specific Retention (SIR) (applies to option 0160817 only)
CO-11 Amending Item 11 - Classification of Operations
IO-66 Definition of Payroll Pertaining to Volunteer Workers
IO-74A Aircraft - Owned or Leased Coverage Excluded
CO-78 Corridor Deductible (applies to option 0160819)
IO-85 Notice of Terrorism Insurance Coverage
IO-86 Claims Information
IO-OK Oklahoma
IO-OKA Oklahoma

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your NEW or RENEWAL policy.

You are hereby notified that under the Act the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in concurrence with the Secretary of State, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is 3%, and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company
Name of Insured: City of McAlester
Policy Number: EWC006547

Why Choose Midwest Employers Casualty Company?

Excess of Loss Coverage and Expertise

We will be here to pay for losses

- MECC Financial Strength
 - Parent Company: WR Berkley
 - AM Best Rating: A+ (Superior)
 - Financial Size: XV (\$2 Billion or more)
- MECC's Focus and Commitment to Workers' Compensation
 - Excess workers' compensation coverage for self-insured employers and groups
 - Assumed Reinsurance coverage for insurance company workers' compensation programs
 - Large Deductible workers' compensation coverage

We provide the best claims resources for persons who experience life-altering injuries

- Expertise in catastrophic life-altering injuries
 - MECC works with these types of claims every day
- Partnership with "Centers of Excellence"
 - Partnership with the most sophisticated physicians nationwide, with specialties including brain injuries, burns, and amputations

Why Choose Midwest Employers Casualty Company?

Retained Loss Focus and Support

We will help you manage and reduce the losses you retain

- MECC's Total Cost of Risk (TCOR) approach
 - Provide benchmarking analysis to determine loss savings potential
 - Benchmark is unique to each insured
- MECC Services
 - Customized service program is tailored to fit your needs, not a "one size fits all" approach
 - Provide resources to enable you to reduce your losses



MECC - Your Excess of Loss Expert

"But we've never experienced a claim above our retention"

No one expects to have a serious claim. Most of MECC's claims are the first for the employer. Although large claims are unpredictable, a claim like the one below is possible within your organization. MECC will be there to assist you.

Example of an actual excess claim



On September 22, Mark slipped off the back of a road paver. He was diagnosed with traumatic brain injury, has emerged from coma and requires 24 hour attendant care.

Claimant: Mark T.

DOB: March 14, 1960

Status: Single with no children

Occupation: Street Paver

Direct Claim Cost: \$2,208,880

Annual Medical Cost	Annual Indemnity Cost	Claim Duration	Policy Premium
\$127,975	\$20,455	27+ years	\$53,790

When catastrophic injuries take place, MECC is the carrier of choice for claims expertise; bringing the best care solution to the injured employee.

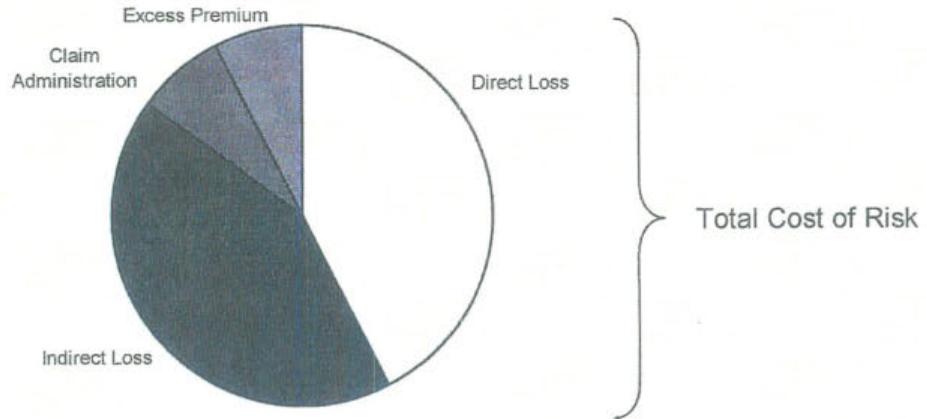
Key Differences Between Excess Workers' Compensation and Retained Workers' Compensation Losses

MECC partners with you to share your cost of risk - you take the predictable risks, MECC takes the unpredictable risks

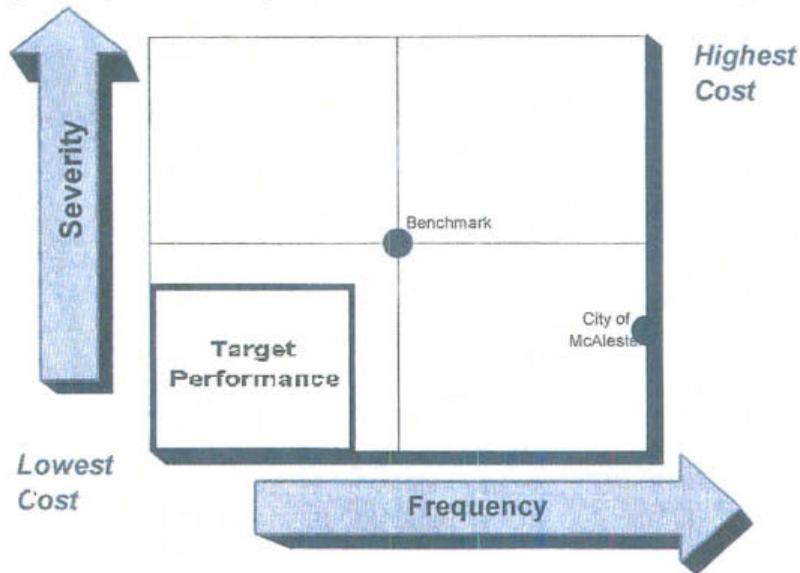
	Predictable Risk	Unpredictable Risk
Disabilities Experienced	Medical Only (no lost time) Temporary Disability	Fatalities Permanent Disability
Claim Types	Cuts, Breaks, Sprains, Strains	Brain, Spinal, Burn, Amputation, Death
Claim Predictability	High	Low
Disability Duration	0 - 3 years	Remaining Lifespan
Cost Driver	Indemnity; Wage Replacement	Medical
Medical Inflation	< 10% annually, protected by excess coverage	> 10% annually, future medical advances unknown
MECC Solutions	Customized Service Plan	Expert Claims Team
	Cost Effective Employee Training Programs	Partnership with "Centers of Excellence"
	Web-Based Risk Management Tool focusing on Analysis, Training, Compliance and Research	Financial Stability
		Specialty Large Bill Review

MECC - Your Partner in Reducing Your Total Cost of Risk

Where do your WC dollars go?



MECC analyzes your WC performance to a mirror image benchmark



All employers can reduce their Direct WC Losses by at least 10%.
Doing so would save City of McAlester \$72,800 annually.
MECC can help you achieve this.

What can MECC do to help reduce your total cost of risk?



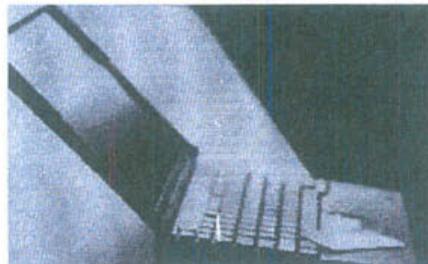
Information Sharing

"[MECC] has provided information that has been implemented and has resulted in continued decrease in claims money."



Benchmarking

"Benchmarking our results has helped pinpoint areas that need improvement, and this has been a valuable tool in helping us reduce our total cost of risk."



Safety Training

"MECC has provided valuable research tools, safety talk topics, and outstanding webinars that have increased our knowledge overall of workers' compensation and has helped us get injured workers back to work more quickly."

Source: Chadwick Martin Bailey survey: Q16a.

City of McAlester's Account Team

Client Services Account Manager: works with you and your staff to identify solutions to lower the Total Cost of Risk of your Workers' Compensation program

Claims Services: works with TPAs and clients to promote claim "best practice" results

Client Trainer: provides training resources to support your programs

Regional Sales VP: partners with agents to provide coverage options to best fit your needs



McAlester City Council AGENDA REPORT

Meeting Date: July 26, 2011 Item Number: 6
 Department: Tourism/Expo
 Prepared By: Jerry Lynn Wilson Account Code: _____
 Date Prepared: July 15, 2011 Budgeted Amount: _____
 Exhibits: 8

Subject

- A. Consider and act upon, a request by H.O.G. (Harley Owners Group), to pay the rental fee in the amount of \$3,750.00 out of the Tourism Budget, for the use of the Southeast Expo Center on October 5 – 8, 2011 for the 2011 Oklahoma State H.O.G. Rally.
- B. Consider and act upon, a request by G.W.R.R.A. (Goldwing Road Riders Association), to pay the rental fee in the amount of \$2,875.00 out of the Tourism Budget, for the use of the Southeast Expo Center on October 27-29, 2011 for the 2011 State Convention.
- C. Consider, and act upon, a request by Dr. Douglas Auld, for the use of the Southeast Expo Center on February 2-5, 2012, for the Oklahoma Mission of Mercy, by partnering with them for the rental fee in the amount of \$3,750.00 from the 2011/12 approved Expo partnership funds.
- D. Consider, and act upon, a request by the Pittsburg County Local Services Coalition (LSE), for the use of the Southeast Expo Center on August 25, 2011, for the “Dare to be Different Youth Summit”, by partnering with them for the rental fee in the amount of \$375.00, from the 2011/12 approved Expo partnership funds.

Recommendation

Consider taking the rental fee for use of the Expo Center in the total amount of \$6,625.00 out of the Tourism Budget for:
 The 2011 H.O.G. Rally in the amount of \$3,750.00 and;
 The 2011 GWRRA Convention in the amount of \$2,875.00.

Consider partnering in the amount of \$4,125.00 from the approved 2011/2012 annual partnership budget for:

The OK Mission of Mercy in the amount of \$3,750.00 and;
 The LSE in the amount of \$375.00.

Discussion

The HOG, GWRRA and OKMOM have already been brought to council during last budget year for consideration. However, since the actual events were not held within the 2010/2011 budget they were not approved but were given mention of support at a later date. Each of these events will bring into our community a considerable amount of tourism/tax dollars.

The LSE is a coalition comprised of 25-30 agencies including the Youth Shelter, Oaks Rehabilitation Services, Pitts. Co. Health Dept., CASA, schools, churches and many other agencies within the county. This coalition works with the youth to provide prevention and treatment for issues within the county.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JLW	07/15/11
City Manager	P. Stasiak <i>PJS</i>	07/15/11

Oklahoma State H.O.G. Rally

Donna Hingtgen
2010 Rally Coordinator
4803 E. Prospect Ave.
Ponca City, OK 74604



July 7, 2010

We are excited to announce that we will be preparing a proposal to hold the 2011 Oklahoma State H.O.G. Rally in McAlester, OK. Each year in August a group of Oklahoma Harley-Davidson Dealers and Harley-Davidson Owners Group (H.O.G.) Chapters meet to review proposals for the next year and vote. This meeting will take place on Sunday, August 8, 1:00 p.m. in Oklahoma City.

H.O.G. is the largest factory-sponsored motorcycle club in the world with over a million members worldwide. Each year Oklahoma holds a state H.O.G. Rally where members get together for fellowship and fun. H.O.G. Rallies are family orientated rallies that include rides, bike games, a bike show, parade, riding the area, concerts and a lot of fun.

We will be proposing to hold the 2011 rally at the McAlester Expo Center on October 6 – 8.

If McAlester wins the proposal we expect over 2000 Harley-Davidson Owners to roll into town. They will fill the hotels, shop, buy gas, eat in restaurants and much more. When Ardmore hosted the rally in 2005 they reported the group brought in almost \$500,000.00 into the area. In 2009 Ponca City had an increase of Hotel/Motel tax of over \$30,000.00 and that was with cold rainy weather! With the state of the economy this could be a great boost to any community. And these are new dollars that will trickle down to many of your merchants and residents.

In preparing for the proposal we need to “sell” McAlester and show that the community will support the rally. We are asking that the City of McAlester reduce the rental rate of the Expo Center by 50% and help us with advertising and promotions through printing and postage. The support of dollars and services will make the proposal a great opportunity for H.O.G. to come to McAlester and we feel will win the votes.

If you need more information you may contact me at 580-765-8118 or email at Hingtgen@cableone.net. You may also visit our web site at www.okstatehogrally.com. Neal Wood, a local H.O.G. member, is also available to answer any questions and will be representing us at the City Commissioners’ meeting. He may be contacted at 918-465-6397.

Thank you!

Donna Hingtgen
2010 Oklahoma State H.O.G. Rally Coordinator

Jerry Lynn Wilson

From: bgray455@cox.net [bgray455@cox.net] **Sent:** Mon 9/13/2010 10:28 PM
To: Jerry Lynn Wilson
Cc: Janet Sampier
Subject: Oklahoma GWRRA 2011 Convention
Attachments:

Jerry, the Oklahoma Gold Wing Road Riders Assc. is very interested in holding our 2011 state convention at the Southeast Expo in McAlester. We are expecting between 400-500 people to attend October 27, 28 & 29, 2011. They will come from across Oklahoma as well as other states in our region which includes Texas, Louisiana, Arkansas and Kansas. We will have vendors from across the state and region as well. Any financial consideration for the Expo from the city would be greatly appreciated. Thanks again for all your help.

--

Bill Gray
Oklahoma District Director
Gold Wing Road Riders Assc.
Safety doesn't happen by accident!
cell 918-231-9371

Jerry Lynn Wilson

From: Douglas Auld, DDS [dauld_dds@att.net]**Sent:** Wed 7/6/2011 2:27 PM**To:** jerry.wilson@cityof mcalester.com**Cc:****Subject:** OKMOM**Attachments:**

To: City of McAlester
Attn. Jerry Lynn Wilson
Re: Oklahoma Mission of Mercy

On behalf of the Oklahoma Dental Association, I am requesting a waiving of, or payment of, the fees for the use of the Southeast Oklahoma Expo Center for the dates of February 2,3,4 and 5 of 2012 for the Oklahoma Mission of Mercy project. OKMOM is an event where dental treatment is delivered free of charge to patients on a first come first served basis for two days. Last year, in Oklahoma City, 2201 patients were treated with just over 1.1 million dollars of dentistry performed. This event will bring nearly 400 dentists and about 200 hygienists along with approximately 1000 other volunteers to our area. This will be the only time in the foreseeable future that OKMOM will be in southeastern Oklahoma.

I know that McAlester will be a shining example to the rest of the state by showing our hospitality and our commitment to caring for the underserved.

Thank you for your consideration and I am always available for questions.

Douglas Auld, DDS
President, Oklahoma Dental Association

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-3976**

Fax **918/423-1092**

Partnership Request

Date of Request: July 11, 2011

Name: Dr. Douglas Auld, DDS

Organization: Oklahoma Mission of Mercy

Phone #: 918/429-9723

Date of Event: **February 3 & 4th, 2012 (plus Feb. 2 & 4th for set up/clean up)**

Description of Event: **Mission of Mercy – This event will bring in roughly 400 dentist and 200 hygienists along with approximately 1000 other volunteers to our area for free dental treatment on a first come first serve basis.**

Description & Rate of Scheduled Room:	Entire Building (4 days)	1 st day	\$1,125.00
		2 nd & subsequent	\$875.00 x 3 <u>\$2,625.00</u>
	TOTAL OF REQUEST		\$3,750.00

APPROVED PARTNERSHIPS

2011/12 PARTNERSHIP TOTAL BUDGETED AMOUNT: \$5,000.00

Approved Groups	Requested Date	Event Date/s	Amount
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2011/12 BUDGETED AMOUNT BALANCE \$5,000.00

PITTSBURG COUNTY LOCAL SERVICE COALITION

July 18, 2011

Jerry Lynn Wilson
Tourism Director/Expo Manager
P.O. Box 578
McAlester, OK 74502

Dear Mrs. Wilson:

I am writing this letter to formally request the approval of a Partnership Agreement between the City of McAlester and the Pittsburg County Local Service Coalition. This Partnership Agreement will be for the use of the Expo Center and its' fees to assist our organization in providing our "Dare to Be Different Youth Summit". The Pittsburg County Local Service Coalition consists of several service providers, community businesses and individuals who meet to improve the lives for Pittsburg County residents through a collaborative effort to identify and address needs, link resources and services, and provide leadership to effectively mobilize community assets.

Our goals for the "Dare To Be Different Youth Summit" are: 1) to educate the ninth grade population of Pittsburg County on specific social issues facing our youth of today, and 2) to formalize a Youth Coalition for Pittsburg County whose purpose will be the development and implementation of "youth specific" strategies to address those top social issues identified as "high risk".

If there are any further questions I may be reached at (918) 423-8845.

Respectfully yours,

Greg Contreras, Past President
Pittsburg County Local Service Coalition

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-3976**
Fax **918/423-1092**

Partnership Request

Date of Request: July 15, 2011

Name: Greg Contreras

Organization: Pittsburg County Local Services Coalition

Phone #: 918/424-2410

Date of Event: **August 25, 2011**

Description of Event: **"Dare to be Different Youth Summit"**

Description & Rate of Scheduled Room: **Rooms 101 & 103 \$375.00**

TOTAL OF REQUEST \$375.00

APPROVED PARTNERSHIPS

2011/12 PARTNERSHIP TOTAL BUDGETED AMOUNT: \$5,000.00

Approved Groups	Requested Date	Event Date/s	Amount
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2011/12 BUDGETED AMOUNT BALANCE \$5,000.00



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2011</u>	Item Number:	<u>7</u>
Department:	<u>Police</u>	Account Code:	<u>42-5321401</u> <u>29-5324202</u>
Prepared By:	<u>Darrell Miller</u>	Budgeted Amount:	<u>\$40,617.93</u> <u>\$1,865.42</u>
Date Prepared:	<u>July 18, 2011</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon, a bid award to Total Radio Inc., for the purchase of thirty-eight (38) hand held radios and forty-three (43) mobile radios.

Recommendation

Motion to approve a \$52,483.35 bid from Total Radio, Inc. for the purchase of new radios.

Discussion

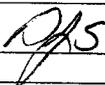
The Police Department needs thirty-eight hand held radios and forty-three mobile radios to outfit the entire department with new radios. Several radios need replaced to meet narrow band requirements and to be compatible for digital mode.

The police department currently has enough funds in Federal Forfeiture and 911 to purchase thirty-eight hand held radios and nineteen mobile radios. This will outfit all police officers, animal control officers, and 911 with new hand held radios and will outfit all but twenty-four cars with mobile radios. The other twenty-four radios have been applied for on a District Attorney's Council Grant. If approved, this \$10,000 grant will purchase the remaining mobile radios for the cars.

Each hand held radio cost \$515.18

Each mobile radio cost \$417.53

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JL	07-18-2011
City Manager	J. Stasiak 	07-18-2011



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2011</u>	Item Number:	<u>8</u>
Department:	<u>Public Works-Engineering</u>		
Prepared By:	<u>John C. Modzelewski, PE</u>	Account Code:	<u>02-5973302</u>
Date Prepared:	<u>July 19, 2011</u>	Budgeted Amount:	<u>\$50,000</u>
		Exhibits:	<u></u>

Subject

Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the development of Storm Water Pollution Prevention Plan (SWPPP) for the East and West Wastewater Treatment Plants. This will allow the City of McAlester to continue to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES).

Recommendation

Motion to approve an Agreement for Engineering Services with Meshek & Associates, PLC for the development of Storm Water Pollution Prevention Plan (SWPPP) for the East and West Wastewater Treatment Plants Storm Water Management Program activities during FY 2011-2012 for a fee not to exceed \$50,000.

Discussion

In July 2008, the City of McAlester City Council approved the selection of Meshek & Associates PLC as the City's engineering consultant for the Phase II Storm Water Management Program. The requirements of the first permit have been completed. The ODEQ continues to prepare the requirements for the next permit cycle of the NPDES Phase II Stormwater Management Program. One of these requirements is to have a SWPPP for the wastewater treatment plants. This agreement will allow Meshek & Associates PLC to continue working with the City to be in compliance with NPDES Permit Phase II requirements.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JCM	07/19/11
City Manager	P. Stasiak		07/19/11

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2011 between the City of McAlester, Oklahoma, a Municipal Corporation of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, PLC hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to comply with the previous requirements of the approved Phase II Stormwater Management Plan for the City, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, including the development of a new Permit Application, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through _____.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. PROJECT DESCRIPTION. The scope of the PROJECT is described in Attachment A, PROJECT DESCRIPTION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, BILLING RATE SHEET, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All

engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER'S personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- 7.5. ENGINEER'S deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.
- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER's forecast schedules shall

be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.
- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

- 10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.
- 10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

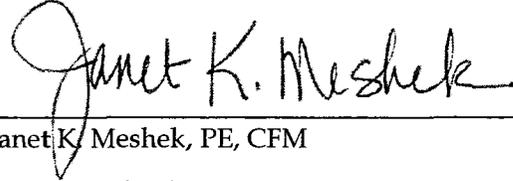
12. INSURANCE.

- 12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:
 - 12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
 - 12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
 - 12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E and F, and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general SCOPE OF SERVICES in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter shall be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of McAlester, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and/or City of McAlester presentations.
22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Brandon Claborn as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of McAlester.

Meshek & Associates, PLC



Janet K. Meshek, PE, CFM

Date: 7/20/2011

APPROVED:

CITY OF McALESTER, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

City Attorney

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Project Description
Attachment A**

SCOPE OF PROJECT. The PROJECT shall consist of the development of Stormwater Pollution Prevention Plan (SWPPP) for the east and west Wastewater Treatment Plants.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
SCOPE OF SERVICES
ATTACHMENT B**

The services to be performed by the ENGINEER, Meshek & Associates, PLC, under this AGREEMENT will consist of assistance to the City of McAlester in meeting the requirements of the Phase II Stormwater Management Program for the 2011-2012 fiscal year. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. All work must be complete by June 30, 2012.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

- B.1.1. Task 1 – Develop SWPPP for the Waste Water Treatment Plants*
 - a. Conduct Site Inspection*
 - b. Coordinate with State Agencies as Needed*
 - c. Update Procedures as Needed*

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Responsibilities of the City
Attachment C**

RESPONSIBILITIES OF THE CITY. The CITY agrees:

- C.1** **Reports, Records, etc.** To furnish, as required by the work, and not at expense to the ENGINEER:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
 - C.1.2 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2** **Access.** To provide access to public and private property when required in performance of ENGINEER's services.
- C.3** **Staff Assistance.** Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including "potholing".
 - C.3.2 Provide access to CITY property and staff as needed to develop the Stormwater Pollution Prevention Plan.
- C.4** **Review.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Compensation
Attachment D**

COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according the Rate Schedule provided in Attachment E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 Total Compensation.

D.1.1 For the work under this project, Attachment B, the total maximum billing including direct costs and subconsultant services is Fifty Thousand Dollars and No Cents (\$50,000.00), which total amount shall not be exceeded without further written authorization by the CITY. The hourly rate schedule is included in Attachment E of this Agreement. Compensation will be paid for actual hours worked.

D.2 Subconsultants and Other Professional Associates. Services of subcontractors and other professionals shall be compensated for at actual cost if required.

D.3 Other Direct Costs.

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.51 per mile or current governmental rate.

D.3.2 Printing expenses shall be reimbursed as shown in Attachment E.

D.3.3 Any other direct costs shall be compensated for at actual cost.

D.4 Additional Services. Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in D.2 and D3.

- D.5 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
- D.5.1 For hourly services as presented in D.2.
- D.6 Conditions of Payment.
- D.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER's submittal of his progress payment invoices.
- D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3 If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Billing Rate Sheet
Attachment E**

Hourly Rates For: Meshek & Associates, PLC:

E.1 Allowance for Office Work:

Labor billing will be computed as the actual hourly salary rate times a multiplier of 2.85. The multiplier consists of:

Salary	1.00
Overhead	<u>1.59</u>
Subtotal	2.59
10% Profit	<u>0.26</u>
Total Multiplier	2.85

In general, the billing rates will be:

Stormwater Specialist	\$ 150/hour
Project Principal	\$ 150/hour
Project Manager	\$ 140/hour
Senior Project Engineer	\$ 130/hour
Junior Project Engineer	\$ 115/hour
Engineer Intern	\$ 90/hour
Engineering Technician	\$ 75/hour
Engineering Designer	\$ 85/hour
CAD Technician	\$ 75/hour
Construction Manager	\$ 80/hour
Construction Inspector	\$ 60/hour
Planning and ROW Specialist	\$ 100/hour
Survey Crew Chief	\$ 90/hour
Survey Crew	\$ 45/hour
GIS Project Manager	\$ 115/hour
GIS Specialist III	\$ 110/hour
GIS Specialist II	\$ 90/hour
GIS Specialist I	\$ 85/hour
GIS Analyst	\$ 55/hour
Clerical	\$ 50/hour

E.2 Travel Expense:

Total mileage traveled for field and office visits x \$0.51/mile or current government rate.

E.3 Reproduction costs:

E.3.1 In-house reproduction:

8-1/2"x11" black/white	\$ 0.08/each
8-1/2"x11" color	\$ 0.15/each
11"x17" black/white	\$ 0.20/each
11"x17" color	\$ 0.35/each
22" x 34" black/white	\$ 3.00/each
22" x 34" color	\$ 10.00/each
Black and White Plots	\$ 18.00/each
Color Plot	\$ 28.00/each

E.3.2 Outside reproduction - At Cost

E.4 Miscellaneous expenses and fees: At Cost

PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Attachment F - Schedule

	Start	End
B.1.1. Task 4 - Develop SWPPP for the Waste Water Treatment Plants a. Conduct Site Inspection b. Coordinate with State Agencies as Needed c. Update Procedures as Needed	August-11	June-12



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2011</u>	Item Number:	<u>9</u>
Department:	<u>Public Works-Engineering</u>		
Prepared By:	<u>John C. Modzelewski, PE</u>	Account Code:	<u>02-5871302</u>
Date Prepared:	<u>July 19, 2011</u>	Budgeted Amount:	<u>\$50,000</u>
		Exhibits:	<u></u>

Subject

Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for Phase II Stormwater Management Program Permit for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES).

Recommendation

Motion to approve an Agreement for Engineering Services with Meshek & Associates, LLC for Phase II Stormwater Management Program activities during FY 2011-2012 for a fee not to exceed \$50,000.

Discussion

In July 2008, the City of McAlester City Council approved the selection of Meshek & Associates PLC as the City's engineering consultant for the Phase II Stormwater Management Program. The requirements of the first permit have been completed. The ODEQ continues to prepare the requirements for the next permit cycle of the NPDES Phase II Stormwater Management Program. This agreement will allow Meshek & Associates PLC to continue working with the City to be in compliance with NPDES Permit Phase II requirements.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JCM	07/19/11
City Manager	P. Stasiak		07/19/11

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2011 between the City of McAlester, Oklahoma, a Municipal Corporation of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, PLC hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to comply with the previous requirements of the approved Phase II Stormwater Management Plan for the City, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, including the development of a new Permit Application, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through _____.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. PROJECT DESCRIPTION. The scope of the PROJECT is described in Attachment A, PROJECT DESCRIPTION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, BILLING RATE SHEET, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All

engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER's work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- 7.5. ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.
- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER's forecast schedules shall

be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.
- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

- 10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.
- 10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

12. INSURANCE.

- 12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:
 - 12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
 - 12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
 - 12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E and F, and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general SCOPE OF SERVICES in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter shall be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of McAlester, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and/or City of McAlester presentations.
22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Brandon Claborn as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of McAlester.

Meshek & Associates, PLC



Janet K. Meshek, PE, CFM

Date: 7/20/2011

APPROVED:

CITY OF McALESTER, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

City Attorney

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Project Description
Attachment A**

SCOPE OF PROJECT. The PROJECT shall consist of assistance to the City of McAlester in meeting the requirements of the Phase II Stormwater Management Program set forth by the Oklahoma Department of Environment Quality and the US Environmental Protection Agency for the 2011-2012 fiscal year.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
SCOPE OF SERVICES
ATTACHMENT B**

The services to be performed by the ENGINEER, Meshek & Associates, PLC, under this AGREEMENT will consist of assistance to the City of McAlester in meeting the requirements of the Phase II Stormwater Management Program for the 2011-2012 fiscal year. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. All work must be complete by June 30, 2012.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

B.1.1. Task 1 – Provide Assistance for Program Management, Implementation Strategies, Costs, and Recommendations for 2011-2012 Activities for Each Minimum Control Measure (MCM)

- a. **MCM-1: Public Education and Outreach on Storm Water Impacts**
- b. **MCM-2: Public Involvement**
- c. **MCM-3: Illicit Discharge Detection and Elimination**
- d. **MCM-4: Construction Site Storm Water Runoff Control**
- e. **MCM-5: Post Construction Storm Water Control**
- f. **MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations**

B.1.2. Task 2 – Annual Report

- a. **Prepare Report**
- b. **Submit to ODEQ**

B.1.3. Task 3 – Prepare Permit Application for 2010-2015 Stormwater Program

- a. **Coordinate with ODEQ as needed**
- b. **Identify New Requirements**
- c. **Develop MCM Activities for New Permit Requirements**
- d. **Submit Permit to ODEQ**
- e.

B.1.4. Task 4 – Assist CITY with ODEQ Audit

- a. **Provide assistance during audit**
- b. **Prepare response to findings**

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Responsibilities of the City
Attachment C**

RESPONSIBILITIES OF THE CITY. The CITY agrees:

C.1 **Reports, Records, etc.** To furnish, as required by the work, and not at expense to the ENGINEER:

C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.

C.1.2 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

C.2 **Access.** To provide access to public and private property when required in performance of ENGINEER's services.

C.3 **Staff Assistance.** Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.

C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including "potholing".

C.3.2 Provide access to CITY property and staff as needed to develop the Stormwater Management Plan.

C.4 **Review.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Compensation
Attachment D**

COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according to the Rate Schedule provided in Attachment E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 Total Compensation.

D.1.1 For the work under this project, Attachment B, the total maximum billing including direct costs and subconsultant services is Fifty Thousand Dollars and No Cents (\$50,000.00), which total amount shall not be exceeded without further written authorization by the CITY. The hourly rate schedule is included in Attachment E of this Agreement. Compensation will be paid for actual hours worked.

D.2 Subconsultants and Other Professional Associates. Services of subcontractors and other professionals shall be compensated for at actual cost if required.

D.3 Other Direct Costs.

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.51 per mile or current governmental rate.

D.3.2 Printing expenses shall be reimbursed as shown in Attachment E.

D.3.3 Any other direct costs shall be compensated for at actual cost.

D.4 Additional Services. Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in D.2 and D3.

- D.5 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
- D.5.1 For hourly services as presented in D.2.
- D.6 Conditions of Payment.
- D.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER's submittal of his progress payment invoices.
- D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3 If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Billing Rate Sheet
Attachment E**

Hourly Rates For: Meshek & Associates, PLC:

E.1 Allowance for Office Work:

Labor billing will be computed as the actual hourly salary rate times a multiplier of 2.85. The multiplier consists of:

Salary	1.00
Overhead	<u>1.59</u>
Subtotal	2.59
10% Profit	<u>0.26</u>
Total Multiplier	2.85

In general, the billing rates will be:

Stormwater Specialist	\$ 150/hour
Project Principal	\$ 150/hour
Project Manager	\$ 140/hour
Senior Project Engineer	\$ 130/hour
Junior Project Engineer	\$ 115/hour
Engineer Intern	\$ 90/hour
Engineering Technician	\$ 75/hour
Engineering Designer	\$ 85/hour
CAD Technician	\$ 75/hour
Construction Manager	\$ 80/hour
Construction Inspector	\$ 60/hour
Planning and ROW Specialist	\$ 100/hour
Survey Crew Chief	\$ 90/hour
Survey Crew	\$ 45/hour
GIS Project Manager	\$ 115/hour
GIS Specialist III	\$ 110/hour
GIS Specialist II	\$ 90/hour
GIS Specialist I	\$ 85/hour
GIS Analyst	\$ 55/hour
Clerical	\$ 50/hour

E.2 Travel Expense:

Total mileage traveled for field and office visits x \$0.51/mile or current government rate.

E.3 Reproduction costs:

E.3.1 In-house reproduction:

8-1/2"x11" black/white	\$ 0.08/each
8-1/2"x11" color	\$ 0.15/each
11"x17" black/white	\$ 0.20/each
11"x17" color	\$ 0.35/each
22" x 34" black/white	\$ 3.00/each
22" x 34" color	\$ 10.00/each
Black and White Plots	\$ 18.00/each
Color Plot	\$ 28.00/each

E.3.2 Outside reproduction - At Cost

E.4 Miscellaneous expenses and fees: At Cost

PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Attachment F - Schedule

	Start	End
B.1.1. Task 1 - Provide Assistance for Program Management, Implementation Strategies, Costs, and Recommendations for 2010-2011 Activities for Each Minimum Control Measure (MCM) a. MCM-1: Public Education and Outreach on Storm Water Impacts b. MCM-2: Public Involvement c. MCM-3: Illicit Discharge Detection and Elimination d. MCM-4: Construction Site Storm Water Runoff Control e. MCM-5: Post Construction Storm Water Control f. MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations	August-11	June-12
B.1.2. Task 2 -Annual Report a. Prepare Report b. Submit to ODEQ	January-12	March-12
B.1.3. Task 3 - Prepare Permit Application for 2010-2015 Stormwater Program a. Coordinate with ODEQ as needed b. Identify New Requirements c. Develop MCM Activities for New Permit Requirements d. Submit Permit to ODEQ	October-11	January-12 (or when issued by ODEQ)
B.1.4. Task 4 - Assist CITY with ODEQ Audit a. Provide assistance during audit b. Prepare response to findings	August-11	June-12



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2011</u>	Item Number:	<u>10</u>
Department:	<u>Planning & Community Development</u>		
Prepared By:	<u>Peter J. Stasiak, CM</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>July 18, 2011</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>(4) See Below</u>

Subject

TABLED FROM PREVIOUS MEETING: Consider and act upon, to amend and ratify Ordinance No. 1366.

Recommendation

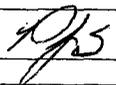
Motion to approve and act upon to amend and ratify Ordinance No. 1366.

Discussion

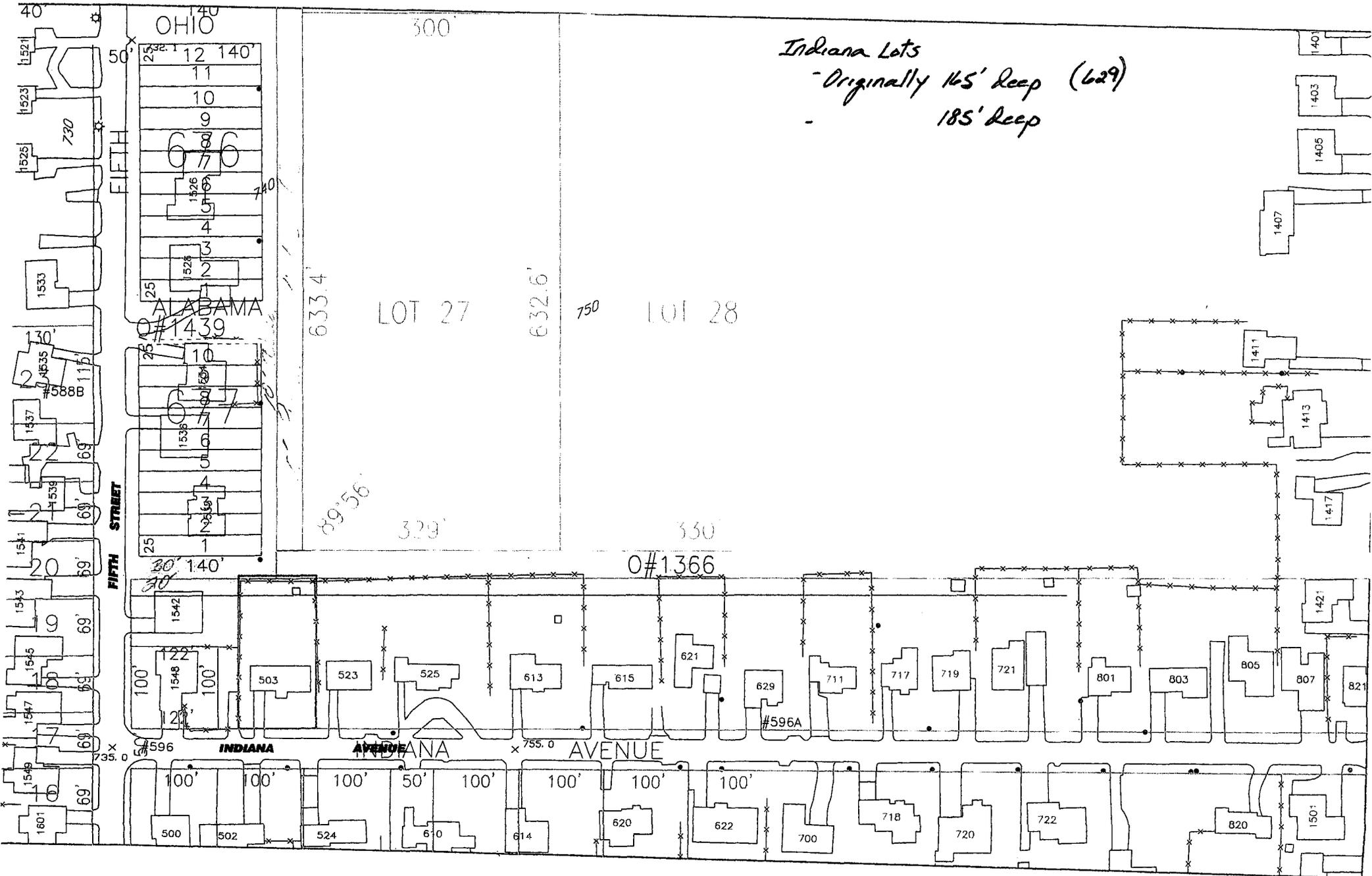
The applicant is requesting the closing of all that part of Illinois Avenue lying south of Lot 1 in Block 677, Highland Park Addition. This section of Illinois Street was closed previously on December 11, 1972 by Ordinance No. 1366 but was never filed in District Court. Therefore, the applicant had to ask for closure before the McAlester Planning Commission. The McAlester Planning Commission met on June 21, 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

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u></u>	<u>07/18/2011</u>

N



ORDINANCE NO. 1366

AN ORDINANCE TO ANNUL, VACATE, CLOSE AND DISCONTINUE ILLINOIS STREET FROM FIFTH STREET TO NINTH STREET, IN THE CITY OF McALESTER, OKLAHOMA, AND GRANTING OWNERSHIP OF SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS AND DECLARING AN EMERGENCY.

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

SECTION 1: That it shall be, and is hereby declared necessary and expedient to vacate, close and discontinue Illinois Street from Fifth Street to Ninth Street, more particularly described below, and that the same shall revert to the owners of the real estate thereto adjacent on each side as provided by law, and the City of McAlester to retain all utility easements.

Illinois Street from Fifth Street to Ninth Street in the City of McAlester, County of Pittsburg, and State of Oklahoma.

SECTION 2: Emergency Clause - That an emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof it is necessary that this act take effect and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 11th day of December, 1972.

THE CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By James L. Mills
James L. Mills, Mayor

(SEAL)

ATTEST:

Marilyn Wilcox
Marilyn Wilcox, City Clerk

PUBLISHED IN THE McALESTER NEWS CAPITAL ON THE _____ DAY OF _____, 1972.

ORDINANCE NO. 1366

AN ORDINANCE TO ~~ANNUL, VACATE, CLOSE AND DISCONTINUE~~ ILLINOIS STREET FROM FIFTH STREET TO NINTH STREET, IN THE CITY OF MCALESTER, OKLAHOMA, ~~AND GRANTING OWNERSHIP OF SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS AND DECLARING AN EMERGENCY.~~

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

SECTION 1. That it shall be, and is hereby declared necessary and expedient to ~~vacate, close and discontinue~~ Illinois Street from Fifth Street to Ninth Street, more particularly described below, ~~and that the same shall revert to the owners of the real estate thereto adjacent on each side as provided by law,~~ and the City of McAlester to retain all utility easements.

Illinois Street from Fifth Street to Ninth Street in the City of McAlester, County of Pittsburg, and State of Oklahoma.

SECTION 2. Emergency Clause - That an emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof it is necessary that this act take effect and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 11th day of December, 1972.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By Kevin E. Priddle, Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:

Cora Middleton, City Clerk

William J. Ervin, City Attorney

PUBLISHED IN THE MCALESTER NEWS CAPITAL ON THE _____ DAY OF _____, 1972.

Amended and Ratified this 26th Day of July, 2011.

**PLANNING & ZONING COMMISSION
STAFF REPORT
JUNE 21, 2011**

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: June 16, 2011

Case: Request to Close – V. E. 138

APPLICANT(S): Craig & Brenda Daniel
533 South 7th Street
McAlester, OK 74501

ZONING DISTRICT: R1-B (Single Family Residential)

BLOCK NUMBER: 677
Formerly South McAlester
Pittsburg County
State of Oklahoma

GENERAL DESCRIPTION:

Applicant is requesting closure of all that part of Illinois Avenue lying South of Lot 1, in Block 677, Highland Park Addition.

NOTIFICATIONS:

City of McAlester (Sewer & Water)	No Objections
City of McAlester (Engineering)	
CenterPoint Gas	No Objections
Allegiance Communications	
AT&T	No Objections
American Electric Power/PSO	
McAlester News Capital (Publication)	March 30, 2011

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	30
Notification receipts received	26
Notification letters returned unclaimed	4

ATTACHMENTS:

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

STAFF RECOMMENDATION:

This section of Illinois Street was closed previously in December 1972 by Ordinance No. 1366 but was never filed in District Court. Therefore, the applicant must ask for closure before the Planning Commission. Staff recommends approval of the closure.

McAlester Planning Commission Minutes

Tuesday, June 21, 2011

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:31 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 8

Mark Emmons	Robert Way	Karen Stobaugh	Harvey Bollinger
Denise Lewis	Susan Kanard	Primus Moore	Ross Eaton

Commissioners Absent: 2

Karl Scifres John McNally

Item 2 Approval of Minutes from May 17, 2011

A motion was made by Robert Way to approve minutes with corrections was seconded by Karen Stobaugh.

The vote was 8-0 as follows:

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

NAY: None

Motion Carried

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

City Manager Peter Stasiak gave the staff report and stated that the applicants are Craig & Brenda Daniel, 533 S. 7th Street, McAlester, OK and are requesting closure of Illinois Avenue. This case was brought to the Commission previously but there was not enough information to support the closing at the time. After research, Mr. Stasiak presented the Commission with further information that supported the previous closure. He explained to the Commission that Illinois Street from Fifth Street to Ninth Street had been previously closed by Ordinance #1366 on December 11th, 1972. Mr. Stasiak also stated that this portion of Illinois Street was only a 50 foot right-of-way so it could not be reopened. According to the County Accessor parcel maps, most of the lots along the south side of Illinois Street have been expanded from 165 feet to 185 feet which shows the closing had to be filed by the property owners in District Court. Illinois Avenue to be developed as a right-of-way is not feasible. Staff recommends approval of the application for Request to Close.

Elaine Green, McAlester Attorney, spoke for the applicants. During her research she discovered in Sec. 62-61 of the Land Development Code that for a public way or easement to be reopened a property owner can make application for reopening if they own more than one-half in area of the property abutting the public way or easement previously closed. None of the property owners along Illinois Avenue own more than one-half in area therefore cannot make application for the right of way to be reopened.

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

The vote was 8-0 as follows:

AYE: Lewis, Emmons, Kanard, Moore, Bollinger, Stobaugh, Way, Eaton
NAY: None

Motion carried.

Item 4 New Business

There was no new business

Item 5 Staff Report

City Manager Peter Stasiak stated that Papa John's has started construction and 95 apartments and the duplexes are near completion.

Item 6 Commission Report

There was no commissioner report

Item 7 Adjournment

A motion made by Harvey Bollinger was seconded by Primus Moore to adjourn the meeting at 6:45 PM.

The vote was 8-0 as follows:

AYE: Emmons, Lewis, Kanard, Moore, Bollinger, Stobaugh, Way, Eaton
NAY: None

Motion carried.

Council Chambers
Municipal Building
July 12, 2011

The McAlester Airport Authority met in a Regular session on Tuesday, July 12, 2011, at 6:00 P.M. after proper notice and agenda was posted July 8, 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. Karr and seconded by Mr. Garvin to approve the following:

- Approval of the Minutes from the June 28, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending July 5, 2011. *(Gayla Duke, Chief Financial Officer)* In the amount of \$189.72 for fiscal year 2010-2011 and \$3,795.00 for fiscal year 2011-2012.
- Confirm action taken on City Council Agenda Item F, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2011 through June 30, 2012. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item G1 and G2, authorizing the Mayor to sign:
 - 1) A Financial Advisor Services Agreement between the City of McAlester and Municipal Finance Services, Inc. *(Peter J. Stasiak, City Manager)*
 - 2) An Agreement for Bond Counsel Services between the City of McAlester and The Public Finance Law Group PLLC ("PFLG"). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*

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. Karr moved for the meeting to be adjourned, seconded by Mr. Garvin. 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.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 12, 2011

The McAlester Public Works Authority met in a Regular session on Tuesday, July 12, 2011, at 6:00 P.M. after proper notice and agenda was posted July 8, 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. Browne and seconded by Mr. Harrison to approve the following:

- Approval of the Minutes from the June 28, 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 July 5, 2011. (*Gayla Duke, Chief Financial Officer*) In the amount of \$897.85 for fiscal year 2010-2011 and \$113,702.90 for fiscal year 2011-2012.
- Confirm action taken on City Council Agenda Item E, to authorize Mayor to sign the Oklahoma Department of Corrections (Prisoners Public Works) Contract for the 2011-2012 year. (*Peter J. Stasiak, CM*)
- Confirm action taken on City Council Agenda Item F, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2011 through June 30, 2012. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item G1 and G2, authorizing the Mayor to sign:
 - 1) A Financial Advisor Services Agreement between the City of McAlester and Municipal Finance Services, Inc. (*Peter J. Stasiak, City Manager*)
 - 2) An Agreement for Bond Counsel Services between the City of McAlester and The Public Finance Law Group PLLC ("PFLG"). (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item I, renewing action taken on June 14, 2011 for 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 2, 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 3, Ordinance No. 1366.
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc, 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 6, the purchase of one new Case SR200 Skid Steer Loader with attachments. *(John C. Modzelewski, P.E., City Engineer and PW Director)*
- Confirm action taken on City Council Agenda Item 7, Memorandum of Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality, and accept a Status Report on City of McAlester's review of future remediation requirements at the National Guard Armory. *(John C. Modzelewski, P.E., City Engineer and PW Director)*
- Confirm action taken on City Council Agenda Item 8, a Pledge and Guarantee of document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

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. Browne moved for the meeting to be adjourned, seconded by Mr. Harrison.

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.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 28, 2011

The McAlester Retirement Trust Authority met in Regular session on Tuesday, June 28, 2011 at 6:00 P.M. after proper notice and agenda was posted June 24, 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. Garvin and seconded by Mr. Harrison to approve the following:

- 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*) In the amount of \$58,792.02.

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. Garvin moved for the meeting to be adjourned, seconded by Mr. Harrison. 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