



McAlester City Council

NOTICE OF MEETING

AMENDED Regular Meeting Agenda

Tuesday, June 12, 2012 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Linda Lowber, First Baptist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the May 15, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 22, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the May 29, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for May 16-June 5, 2012. *(Toni Ervin, Chief Financial Officer)*
- E. Concur with Mayor's Appointment of Ms. Jane Woodliff to the Southeastern Public Library Advisory Board for a term to expire May, 2017. *(Mayor Steve Harrison)*
- F. Ratify and approve an Entity Addendum for a one year term between Blackboard Connect Inc. and City of McAlester. *(Cora Middleton, City Clerk)*
- G. Ratify and approve an agreement indenture lease for a one year term between the City of McAlester, the McAlester Airport Authority and the First National Bank and Trust Company of McAlester for the purpose of leasing an airport hangar. *(Cora Middleton, City Clerk)*
- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.32138-ME. *(Cora Middleton, City Clerk)*
- I. Authorize the Pittsburg County NAACP permission to use Michal J. Hunter Park, 14th & Chickasaw on Saturday, June 16, 2012 from 9:00 a.m. until 12:00 noon to hold their "**Juneteenth**" ceremony. *(Cora Middleton, City Clerk)*
- J. Accept and place on file MPower Fiscal Year 2011-2012 - 3rd Quarterly Report. *(Shari Cooper, MPower, Executive Director)*
- K. Ratify and approve an agreement for a one year term for Legal Services with Ervin & Ervin, Attorneys at Law, L.L.P. firm. *(Peter J. Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- Receive Public comment on City of McAlester Proposed Fiscal Year 2012/2013 Annual Operating Budget.
- An Ordinance of the City of McAlester, Oklahoma, 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.

SCHEDULED BUSINESS

1. Consider, and act upon, 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. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

2. Consider, and act upon, a Resolution to Extend the Term of the Cable Television Permit for the Allegiance Communications, LLC to five (5) years, which will expire on October 28, 2017. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Resolution to extend the Allegiance Communications, LLC permit for five (5) years.

3. Consider, and act upon, awarding bid proposal from Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to award bid proposal to Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage choosing the \$1,000.00 deductible option.

4. Consider, and act upon, awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage choosing the Option #3 at \$53,921 Premium option with a \$450,000/ \$500,000 retention.

5. Discussion, and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the purchase of Structural Firefighting Boots, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

6. Consider, and act upon, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*

Executive Summary

Motion to approve an award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project.

7. Consider, and act upon, an Agreement with U.S. Cellular for cellular telephone and communication services. *(Peter J. Stasiak, City Manager and James Stanford, IT Computer Specialist)*

Executive Summary

Motion to approve a Business Customer Service Agreement between U.S. Cellular and the City of McAlester.

8. Consider and Act to Dissolve or Recognize the Dissolution of the McAlester Parking Authority. *(William J. Ervin, Jr., City Attorney)*

Executive Summary

Staff recommends that the Council take action to formally dissolve, or to formally recognize the dissolution of the McAlester Parking Authority.

9. Consider, and act upon, authorizing the purchase of one New and Unused 2012 heavy duty work truck with service bed. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

Executive Summary

Motion to approve the purchase of one New and Unused 2012 heavy duty work truck with service bed at a cost of \$34,365.00, from Nix Ford, Inc., located at 720 South George Nigh Expressway, McAlester, Oklahoma.

10. Consider and act upon, a contract for economic development services between the City of McAlester and MPower Economic Development Corporation. *(Peter J. Stasiak, CM)*

Executive Summary

The Council committee, appointed by Mayor Harrison, following several meetings with the MPower committee recommends approval by the McAlester City Council.

11. Consider and act upon, the funding of McAlester Main Street Association in the amount of \$28,000 and for FY 1213. *(Peter J. Stasiak, CM)*

Executive Summary

Motion to approve the funding of \$28,000 to McAlester Main Street Association for FY 1213 and approval of FY 1213 Budget.

12. Consider and act upon, the funding of Pride-in-McAlester in the amount of \$60,000 for FY 1213. *(Peter J. Stasiak, CM)*

Executive Summary

Motion to approve the funding of \$60,000 to Pride-in-McAlester for FY 1213 and approval of FY 1213 Budget.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 22, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item F, an Entity Addendum for a one year term between Blackboard Connect Inc. and City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item G, an agreement indenture lease for a one year term between the City of McAlester, the McAlester Airport Authority and the First National Bank and Trust Company of McAlester for the purpose of leasing an airport hangar. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, 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. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 3, awarding bid proposal from Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 4, awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 6, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*
- Confirm action taken on City Council Agenda Item 7, an Agreement with U.S. Cellular for cellular telephone and communications services. *(Peter J. Stasiak, City Manager and James Stanford, IT Computer Specialist)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 22, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item F, an Entity Addendum for a one year term between Blackboard Connect Inc. and City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.32138-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, 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. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, a Resolution to Extend the Term of the Cable Television Permit for the Allegiance Communications, LLC to five (5) years, which will expire on October 28, 2017. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 3, awarding bid proposal from Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 4, awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 7, an Agreement with U.S. Cellular for cellular telephone and communication services. *(Peter J. Stasiak, City Manager and James Stanford, IT Computer Specialist)*
- Confirm action taken on City Council Agenda Item 9, authorizing the purchase of one New and Unused 2012 heavy duty work truck with service bed. *(John C. Modzelewski, P.E., City Engineer and PW Director)*
- Confirm action taken on City Council Agenda Item 10, a contract for economic development services between the City of McAlester and MPower Economic Development Corporation. *(Peter J. Stasiak, CM)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.2 & B.4 et.seq. Oklahoma Statutes, to wit:

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF
- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: IAFF, Case No. CV-2012-70.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

- Consider, and act, to authorize filing of an appeal from the May 17, 2012, Public Employee Relations Board order in matter number 2011-ULPC-510.

ADJOURNMENT

CERTIFICATION

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

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
May 15, 2012

The McAlester City Council met in Special session on Tuesday, May 15, 2012, at 5:30 P.M. after proper notice and agenda was posted, May 11, 2012, at 3:36 P. M.

Call to Order

Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

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

Staff Present: John Modzelewski, City Engineer/Public Works Director; Mel Priddy, Community Services Director; David Medley, Utilities Director; Darrell Miller, Assistant Police Chief; Brett Brewer, Fire Chief; Pam Kirby, Human Resource Manager; Toni Ervin, Chief Finance Officer; Peter Stasiak, City Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Scheduled Business

1. Consider, and act upon, Change Order No. 4 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$12,962.15. This will add five days to the contract time and change the substantial completion date to June 1, 2012. (*John C. Modzelewski, P.E. City Engineer and Public Works Director*)

A motion was made by Councilman Karr and seconded by Councilman Read to approve Change Order No. 4 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$12,962.15, adding five (5) days to the contract time and change the substantial completion date to June 1, 2012.

Before the vote, John Modzelewski addressed the Council regarding the requested Change Order. There was a lengthy discussion among the Council including Mr. Modzelewski, Manager Stasiak, City Attorney Ervin and Robert Vaughan concerning the 270 feet of concrete that had been poured over failing sub-grade, what the change order would cover, why the Contractor poured the concrete after having been directed not to pour, and how these delays were affecting the City and the businesses in that area.

City Attorney Ervin informed the Council that after re-reading the contract, if they approved the Change Order they would waive future claim against the contractor's performance bond. He then informed the Council what would happen if the change order was not approved, if the change order was approved and if the Contractor failed to complete the contract.

There was further discussion among the Council concerning the City Engineer's opinion, Robert Vaughan's opinion, what recourse the City would have if they did not approve the Change Order, what the total amount of the contract was, and not having any assurances that the current Contractor would perform any better.

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

AYE: Councilman Read & Karr

NAY: Councilman Smith, Mason & Mayor Harrison

Mayor Harrison declared the motion failed.

Mayor Harrison called for a point-of-order and moved to approve Change Order No. 4 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$12,962.15, covering the removal of the concrete, reworking the sub-grade and re-pouring the concrete. The motion was seconded by Councilman Karr.

Before the vote, there was a brief discussion regarding the motion to reconsider, if the motion could be made to include the \$18,000.00 that was in the new proposal and if the motion was appropriate. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Karr & Mayor Harrison

NAY: Councilman Read, Mason & Smith

Mayor Harrison declared the motion failed.

WORKSHOP

1. Discussion of Fiscal Year 2012/2013 Budget.

Manager Stasiak explained that this workshop was to address any of the Council's concerns with the preliminary Budget and hopefully to get some good ideas and direction from the Council.

He began by reviewing how the information was calculated by annualizing the past nine (9) months of information. He stated that the Budget had not aggressively approached the revenues or highly conservative, but the information from the last nine (9) months had been used. He then began highlighting the changes in the General Fund. He commented on the Oil and Gas Royalty Leases, the number of budgeted Full time and Part Time employees, he discussed including a 1.8% Step increase for the Non-Uniform and a 1.5% Cost of Living Adjustment, explaining that these would both be effective July 1, 2012. He added that the Step Increases had been frozen

some time ago and now the City was facing the problem of currently hiring employees at a step one that would be making the same amount as employees that were hired at a step one before the step freezes. Manager Stasiak discussed including a Step Increase for five (5) officers in the Police Department and a Cost of Living Adjustment with both effective July 1, 2012. He added that no contract had been negotiated for the Fire Department.

Manager Stasiak informed that Council that a part-time position would be converted to a full-time position in the Utility Office and the appointment of a Planning Director would be included in the proposed budget. He reviewed the three (3) items that had been included in the budget for CIP, the employee benefits explaining that the recommendation for health insurance would be to move to Actna because they offer had been the best and included a \$75,000.00 credit for the first two (2) months premium, and he reviewed the outside organizations that the City helped to fund and the level at which each group was funded.

There was a brief discussion among the Council and Manager Stasiak regarding some of the items that the Manager had reviewed

He informed that Council that all changes would be made and the final budget proposal would be presented to the Council by the next meeting.

A motion was made by Councilman Read and seconded by Vice-Mason Mason for an Executive Session in accordance with Title 25, Sec. 307.B.2 to discuss negotiations concerning employees and representatives of employee groups: IAFF. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Special Meeting was recessed at 7:45 P.M.

EXECUTIVE SESSION

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF

The Special Meeting was reconvened at 8:36 P.M. Mayor Harrison reported that the Council had recessed the Special Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2. Only that matter was discussed, the Council took no action, and returned to open session at 8:36 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

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

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

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

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
May 22, 2012

The McAlester City Council met in Regular session on Tuesday, May 22, 2012, at 6:00 P.M. after proper notice and agenda was posted, May 21, 2012, at 4:02 P. M.

Call to Order

Mayor Harrison called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

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

Citizen's Comments on Non-agenda Items

Carol Ervin addressed the Council informing them that the Streetscape Steering Committee's next meeting was scheduled for Thursday, May 31, 2012 at 5:30 P.M. in the 2nd Floor Conference Room in City Hall.

Consent Agenda

- A. Approval of the Minutes from the April 24, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 8, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for May 1-15, 2012. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$128,685.38; Parking Authority - \$116.72; Nutrition - \$1,651.92; Landfill Res./Sub-Title D - \$745.00; Police Grant Fund - \$10,000.00; SE Expo Center - \$8,073.68; E-911 - \$6,071.94; Economic Development - \$2,000.00; Gifts & Contributions - \$635.00; Fleet Maintenance - \$5,423.14; CIP Fund - \$15,829.22 and Federal Forfeiture Fund - \$441.17.

- D. Accept and place on file the 1st Quarter Report for Oklahomans for Independent Living. *(Cora Middleton, City Clerk)*
- E. Concur with Mayor's Re-Appointment of Walter Bethune to the Audit and Finance Advisory Committee for a term to expire March 2014. *(Mayor Steve Harrison)*
- F. Authorize the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2012 through June 30, 2013. *(Cora Middleton, City Clerk)*
- G. Approve and Authorize the Mayor to sign a One (1) year Fire Alarm and Sprinkler inspection agreement with SimplexGrinnell for the period of June 1, 2012 through May 31, 2013, for the Southeast Expo Center. *(Cora Middleton, City Clerk)*
- H. Approve and Authorize the Mayor to sign a Billing and Collection Agreement with Aetna Health Management, L.L.C. *(Peter J. Stasiak, City Manager)*

A motion was made by Vice-Mayor Mason and seconded by Councilman Garvin to approve the Consent Agenda. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Garvin and seconded by Vice-Mayor Mason for a Public Hearing concerning three (3) Ordinances.

There was no discussion, or vote and the Public Hearing was opened at 6:05 P.M.

Public Hearing

- AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: THE EASTERLY 37 FEET OF THE SOUTHERLY 85 FEET OF LOT 15 AND THE SOUTHERLY 85 FEET OF LOT 16, IN BLOCK 240, CITY OF MCALESTER, FORMERLY KNOWN AS SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (DUPLEX DISTRICT).
- AN ORDINANCE TO CLOSE THE FOLLOWING PLATTED ROADWAY: THE ROADWAY LYING BETWEEN LOTS 55 AND 77, IN TOWNSITE ADDITION NO. 4, PITTSBURG COUNTY, STATE OF OKLAHOMA AND TO RETAIN A TWENTY (20) FOOT UTILITY EASEMENT.

- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, 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.

Randy Saunier addressed the Council regarding the Ordinance to rezone a piece of property from R-1B (Single Family Residential District) to R-2 (Duplex District). He added that the structure currently located on the property was in bad condition and he would have the building removed and construct a duplex on the property.

Kenny Bealc addressed the Council regarding the Ordinance to close a platted road. He added that closing the roadway would allow him to put in a business and have adequate parking.

There was no further discussion. A motion was made by Councilman Smith and seconded by Councilman Read to close the Public Hearing, and the vote was taken as follows:

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

Mayor Mason declared the motion carried, and the Public Hearing was closed at 6:08 P.M.

Scheduled Business

1. Consider and act upon, Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Peter J. Stasiak, City Manager and Millie Vance, Private Consultant)*

Executive Summary

Motion to approve Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Before the vote, Manager Stasiak reminded the Council that this project was for the 8” water line in the Steven Taylor Industrial Park

After a brief discussion, between Vice-Mayor Mason, Ms. Millie Vance and Mayor Harrison concerning the length of time it would take the Department of Commerce to approve the project, and what information Ms. Vance needed to file, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

2. Consider, and act upon, a Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. (*Peter J. Stasiak, City Manager and Millie Vance, Private Consultant*)

Executive Summary

Motion to approve Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

A motion was made by Councilman Smith and seconded by Councilman Read to approve RESOLUTION NO. 12-06, on Leverage Funds for CDBG-EDIF-Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Before the vote, Manager Stasiak commented that the total amount for this project was \$975,891.50, which included the grant funds from the Oklahoma Department of Commerce.

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

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider, and act upon, approval of contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents.

Executive Summary

Motion to approve contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents.

Vice-Mayor Mason moved to approve a contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents. The motion was seconded by Councilman Smith.

Before the vote, Manager Stasiak explained that the contract with Ms. Vance was to write and administer the grant related to the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. He added that the amount of her contract was 8% of the grant.

After a discussion among the Council including Ms. Vance, Manager Stasiak and City Attorney Ervin regarding the City Attorney's review of the contract, her success rate of getting grants approved, the availability of any other grants, who the City's liaisons would be and what the date of the contract should be, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Discussion with Allegiance Communications on services and reliability. *(Peter J. Stasiak, City Manager)*

Executive Summary

Discussion regarding the services and reliability with Allegiance Communications.

Manager Stasiak informed the Council that the Allegiance Communications Franchise was coming up for renewal soon and this presentation was to voice theirs and the citizens concerns and comments.

Mr. Greg Harrison addressed the Council by first introducing various members of the Allegiance Staff. He reviewed some of the changes that had been made to the organization and management of the company. During Mr. Harrison's presentation to the Council there was discussion concerning the internet and television service, repair time, how the available packages to choose from were controlled by programmers, the 5% Franchise Fee that McAlester receives and the suggestion of using customer surveys to help the company solve some of the complaints.

There was no vote on this item.

5. Consider, and act upon, 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. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2421

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, 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.

A motion was made by Councilman Read and seconded by Councilman Garvin to approve **ORDINANCE NO. 2421.**

Before the vote, Ms. Ervin addressed the Council reviewing the exhibits for the amendment. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Garvin to approve the **EMERGENCY CLAUSE.**

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

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider, and act upon, a change in zoning from R1-B (Single Family Residential District) to R-2 (Duplex District). *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon changing the existing zoning R1-B (Single Family Residential District) to R-2 (Duplex District) and authorizing the Mayor to sign the attached Ordinance.

ORDINANCE NO. 2422

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: THE EASTERLY 37 FEET OF THE SOUTHERLY 85 FEET OF LOT 15 AND THE SOUTHERLY 85 FEET OF LOT 16, IN BLOCK 240, CITY OF MCALESTER, FORMERLY KNOWN AS SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (DUPLEX DISTRICT)

Vice-Mayor Mason moved to approve ORDINANCE NO. 2422, seconded by Councilman Garvin.

Before the vote, Manager Stasiak commented that this request had been addressed by the Planning and Zoning Commission on April 17, 2012 and they had unanimously voted to recommend the rezone to the Council. He added that this would change the zoning from R1-B (Single Family Residential District) to R-2 (Duplex District).

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

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

NAY: None

Mayor Harrison declared the motion carried.

7. Consider, and act upon, closing the Roadway lying between Lots 55 and 77, in Townsite Addition No. 4 and to retain a twenty (20) foot utility easement. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon closing the Roadway lying between Lots 55 and 77, in Townsite Addition No. 4 and to retain a twenty (20) foot utility easement and authorizing the Mayor to sign the attached Ordinance.

ORDINANCE NO. 2423

AN ORDINANCE TO CLOSE THE FOLLOWING PLATTED ROADWAY: THE ROADWAY LYING BETWEEN LOTS 55 AND 77, IN TOWNSITE ADDITION NO. 4, PITTSBURG COUNTY, STATE OF OKLAHOMA AND TO RETAIN A TWENTY (20) FOOT UTILITY EASEMENT

A motion was made by Councilman Smith and seconded by Councilman Read to approve ORDINANCE NO. 2423.

Before the vote, Manager Stasiak informed the Council that the Planning and Zoning Commission had met on April 17, 2012 and unanimously voted to recommend this closure, with the stipulation that a twenty (20) foot utility easement was retained, to the Council.

Vice-Mayor Mason questioned the retention of the easements. City Attorney Ervin commented that an objection would be better suited in District Court. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon, authorizing the Mayor to sign a resolution adopting the Pittsburg County Mitigation Plan for the City of McAlester. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

Motion to approve a resolution adopting the Pittsburg County Mitigation Plan for the City of McAlester.

Vice-Mayor Mason moved to approve RESOLUTION NO. 12-07, adopting the Pittsburg County Mitigation Plan for the City of McAlester. The motion was seconded by Councilman Smith.

Before the vote, John Modzelewski addressed the Council explaining that this item was to adopt the County's Mitigation Plan and make the City part of it. He added that the process required the City of McAlester adopt the County's plan. He stated that Trent Myers, Pittsburg County Emergency Management was here to answer any questions.

Manager Stasiak stated that there were no real changes between the City of McAlester's Mitigation Plan and Pittsburg County's Plan.

There was a brief discussion among the Council and Mr. Myers concerning the adoption of the plan, how the plan would aid in obtaining Federal funding that the City could be entitled to and how this was a required step in the plan. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider, and act upon, an Agreement for Engineering Services with IMS Infrastructure Management Services for the development of a Pavement Management Program for the lump sum fee of \$24,700. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with IMS Infrastructure Management Services for the development of a Pavement Management Program for the lump sum fee of \$24,700.

A motion was made by Councilman Read and seconded by Councilman Smith to approve an Agreement for Engineering Services with IMS Infrastructure Management Services for the development of a Pavement Management Program for the lump sum fee of \$24,700.

Before the vote, John Modzelewski addressed the Council stating that if this agreement were approved it would allow the company to provide engineering and field testing services for the development of a Pavement Management Program.

There was discussion among the Council including Mr. Modzelewski, Manager Stasiak and City Attorney Ervin regarding how long to complete the report, how many miles of pavement this would include, how the streets would be identified and the intent to cover the entire City in two (2) years. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

10. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the development of construction plans, specifications and estimates related to the 2012 Proposed CIP Projects for the lumps sum fee of \$24,500. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Meshek & Associates, PLC for the development of construction plans, specifications and estimates for the 2012 Proposed CIP Projects.

A motion was made by Councilman Garvin and seconded by Vice-Mayor Mason to approve an Agreement for Engineering Services with Meshek & Associates, PLC for the development of construction plans, specifications and estimates related to the 2012 Proposed CIP Projects for the lumps sum fee of \$24,500.

Before the vote, John Modzelewski addressed the Council stating that this agreement would allow the contractor to provide a cost estimate for the proposed 2012 CIP Projects.

Mayor Harrison commented that should the City experience another favorable year more of the projects could be accomplished. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

11. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Traffic Signals, Inc. to construct the Traffic Signal Improvements at the intersection of Wyandotte Avenue and Strong Boulevard for the bid price of \$130,076.94. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

The recommendation is to enter into an agreement with Traffic Signals, Inc to construct the Traffic Signal Improvements at the intersection of Wyandotte Avenue and Strong Boulevard for the bid price of \$130,076.94. The funding source for this project is Account Number 41-5863401.

A motion was made by Vice-Mayor Mason and seconded by Council Gavin to authorize the Mayor to sign a contract between the City of McAlester and Traffic Signals, Inc. to construct the Traffic Signal Improvements at the intersection of Wyandotte Avenue and Strong Boulevard for the bid price of \$130,076.94.

Before the vote, John Modzelewski addressed the Council stating that the improvements at this intersection would include; traffic signal controller assembly, video detection, backup battery, pedestrian crossing signals, emergency pre-emption, training and restriping. He added that the project should be fully completed within one hundred fifty (150) days.

After a brief discussion among the Council regarding the length of the construction, and similarity of this project and the intersection at Carl Albert Parkway and Strong, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

12. Consider, and act upon, Change Order No. 1 – Final and Contractor’s Pay Estimate No. 3– Final for the Highway 69 Utility Relocation Sewer Project. Change Order No. 1 reconciles the final quantities and results for an addition of \$9,687.50 to the contract amount resulting in a final contract amount of \$209,552.50. (*David Medley, PE, Utilities Director*)

Executive Summary

Motion to approve final payment for the Highway 69 Utility Relocation Sewer Project to Pittard Construction Company of Allen, Texas authorization for the Mayor to sign Change Order No. 1 and the Final Application of Payment.

Councilman Smith moved to approve final payment for the Highway 69 Utility Relocation Sewer Project to Pittard Construction Company of Allen, Texas authorization for the Mayor to sign Change Order No. 1 and the Final Application of Payment. The motion was seconded by Vice-Mayor Mason.

Before the vote, David Medley informed the Council that the Contractor for the Highway 69 Utility Relocation Sewer Project had completed all deficiencies associated with the project and that the City's Engineer on the project, Mehlburger Brawley, Inc. had recommended approval of the Final Pay Estimate. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

13. Consider, and act upon, Final and Contractor's Pay Estimate No. 4A & 4B - Final for the Highway 69 Utility Relocation Water Project. Change Order No. 2 reconciles the final quantities and results for an addition of \$8,765.00 to the contract amount resulting in a final contract amount of \$572,215.00. *(David Medley, PE, Utilities Director)*

Executive Summary

Motion to approve final payment for the Highway 69 Utility Relocation Sewer Project to Pittard Construction Company of Allen, Texas authorization for the Mayor to sign Change Order No. 2 and the Final Application of Payment.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve final payment for the Highway 69 Utility Relocation Sewer Project to Pittard Construction Company of Allen, Texas authorization for the Mayor to sign Change Order No. 2 and the Final Application of Payment.

Before the vote, David Medley informed the Council that the Contractor for the Highway 69 Utility Relocation Water Project had completed all deficiencies associated with the project and the City's Engineer on the project, Mehlburger Brawley, Inc. had recommended approval of the Final Pay Estimate. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak commented that the proposed budget had been presented to the Council and he asked if they had any questions or comments to contact him so they could be addressed.

Remarks and Inquiries by City Council

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

Mayor's Comments and Committee Appointments

Mayor Harrison complimented the Council on the meeting that had been held during his absence. He then thanked the Council for sending him and the City Manager to Washington, D.C. for the McAlester Stampede. He stated that they got a lot accomplished and he looked forward to future events like this one.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Vice-Mayor Mason moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Smith.

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

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

NAY: None

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

Reconvene Council Meeting

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

Councilman Garvin moved to recess the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2. The motion was seconded by Councilman Smith.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Regular Meeting was recessed 7:54 P.M.

Executive Session

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF

Reconvene Council Meeting

The Regular Meeting was reconvened at 9:19 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2. Only that matter was discussed, no action was taken, and the Council returned to open session at 9:19 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

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

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

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:20 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
May 29, 2012

The McAlester City Council met in Special session on Tuesday, May 29, 2012, at 5:00 P.M. after proper notice and agenda was posted, May 24, 2012, at 5:00 P. M.

Call to Order

Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

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

Staff Present: John Modzelewski, City Engineer/Public Works Director; Mel Priddy, Community Services Director; David Medley, Utilities Director; Darrell Miller, Assistant Police Chief; Brett Brewer, Fire Chief; Pam Kirby, Human Resource Manager; Toni Ervin, Chief Finance Officer; Peter Stasiak, City Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Scheduled Business

WORKSHOP

1. Discussion of Fiscal Year 2012/2013 Budget.

Manager Stasiak addressed the Council explaining that the first Budget Workshop had been on May 15, 2012 and since that meeting some changes had come up that he would like to see added to the preliminary budget that had been presented to them. He commented that by moving the health insurance to Aetna it would reduce that amount by \$125,492.00 and the City would also receive a \$75,000.00 credit on the first month's premium. He added that the Non-Uniform Council had recommended a Fitness Membership for all non-uniform employees to Dave's Fitness for \$3,000.00 per year as part of the Wellness program. He stated that after further research of the Ambulance Service Supplies needs he would like to add an additional \$6,000.00 to that. He commented that the OSHA Physicals had been under budgeted and would need \$16,750.00 more and the Fire Department's repairs and maintenance would need an additional \$3,600.00. Manager Stasiak stated that the Community Services Department would need an additional \$12,000.00 to continue the replacement of Christmas lights and the Nutrition Program would need an additional \$3,600.00 to cover the amount that had been reduced from the State funding. He informed the Council that with the changes in the physicals required for new hires,

he was requesting an additional \$14,200.00 to cover that expense. He then stated that all the changes and additions had totaled a reduction of \$141,342.00 in the budget.

There was discussion, among the Council regarding tracking of the employees' use of the fitness program, tracking the use over the next twelve months, and if the employees would have to sign up.

The Council then reviewed the requests from the outside organizations with most of the organizations addressing the Council explaining and defending their budget requests. Manager Stasiak stated that he was looking at priority areas and that the City had a good solid budget.

Mayor Harrison asked for a motion to go into Executive Session. A motion was made by Councilman Smith and seconded by Councilman Karr for an Executive Session in accordance with Title 25, Sec. 307.B.2 to discuss negotiations concerning employees and representatives of employee groups: IAFF, and in accordance with Title 25, Sec. 307.B.4 for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Special Meeting was recessed at 6:56 P.M.

EXECUTIVE SESSION

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF
- 2) Proposed executive session pursuant to Title 25, Sec. 307(B)(4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844

RECONVENE INTO OPEN SESSION

The Special Meeting was reconvened at 8:25 P.M. Mayor Harrison reported that the Council had recessed the Special Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2, and for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844 in accordance with Title 25, Sec. 307.B.4. Only those matters were discussed, the Council took not action, and returned to open session at 8:25 P.M., and this constituted the Minutes of the Executive Session.

- Consider, and act upon approval of contract proposal with IAFF for FY 2012-2013.

Mayor Harrison moved to submit this formal proposal conditioned on approval or rejection by the IAFF's entire membership on or before June 8, 2012.

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

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

NAY: None

Mayor Harrison declared the motion carried

Adjournment

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

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

NAY: None

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

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**MAY 16, 2012
THRU
JUNE 5, 2012**

PACKET: 08203 CLAIMS FOR 6/12/2012
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00000 ADDRTRONICS					
	I-8063176	01 -5212202	OPERATING SUP SUPPLIES FOR CITY ID'S	060127	390.00
01-1 MISC VENDOR					
MICHELLE GARRETT	I-201205233736	01 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE REIME	060088	118.50
01-ACC026 AT & T LONG DISTANCE					
	I-201205163723	01 0215415	TELEPHONE UTI PHONE UTIL-LONG DISTANCE CHG	060062	250.13
01-ACC028 "A" PLUS LAWN SERVICE					
	I-11-02737	01 -5542308	CONTRACTED SF MONTHLY MOWING CONTRACT	060126	1,250.00
01-ACC079 ADA PAPER CO.					
	I-343634	01 -5215202	OPERATING SUP COPY PAPER-ALL DEPTS	060130	202.38
01-ACC039 AFLAC FLEX ONE					
	I-3178668K	01 -5653348	DRUG TESTING/ PSA & FLEX MONTHLY FEES	060132	50.00
01-ACC062 ALLEGIANCE COMMUNICATIO					
	I-201205163716	01 -5421328	INTERNET SERV INTERNET SVS-N FIRE STATION	060069	62.95
	I-201205233731	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	060091	62.95
	I-201205303745	01 -5605328	INTERNET SERV INTERNET SVS-STREETS DEPT	060108	82.95
	I-201205303749	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	060108	62.95
01-ACC045 ALWAYS WELDING					
	I-043012	01 -5542314	REPAIRS & MAI REPAIR TO BUFFALO-ROTARY	060135	300.00
01-ACC060 AMERICAN MUNICIPAL SERV					
	I-201206043771	01 -2105	COLLECTION AG COLLECTION AGENCY FEES-APRIL	060136	5,204.75
01-ACC062 APCO INTERNATIONAL, INC					
	I-00003892	01 -5374331	EMPLOYEE TRAV 911 TRAINING-EMD	060137	76.94
01-A00751 ATWOODS					
	I-1086/9	01 -5548203	REPAIRS & MAI MAINT SUPPLIES	060138	39.97
	I-1077/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060138	26.73
	I-1081/9	01 -5548203	REPAIRS & MAI MAINT SUPPLIES	060138	56.88
	I-1086/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060138	85.46
	I-1089/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060139	68.84
	I-1095/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060138	49.90
01-B00089 BANK OF OKLAHOMA					
	I-5070049	01 -5567306	CONTRACTED SF PERPETUAL CARE ADMIN FEES	060141	320.37
01-B00180 BEMAC SUPPLY					
	I-81667767.001	01 -5548316	REPAIRS & MAI MISC MAINT ITEMS AS NEEDED	060142	5.08
	I-81662788.007	01 -5548316	REPAIRS & MAI MISC MAINT ITEMS AS NEEDED	060142	79.64
	I-81663757.001	01 -5548316	REPAIRS & MAI MISC MAINT ITEMS AS NEEDED	060142	6.64

PACKET: 06203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800207 BFN OPERATIONS LLC	1-209589	01 -5542203	REPAIRS & MAI FLOWERS FOR PKWY & PARKS	060144	601.60
01-800243 BIG V FEED	1-34835	01 -5522202	OPERATING SUP DOG FOOD AS NEEDED	060145	40.50
01-800490 BRIGGS PRINTING	1-59165	01 -5865202	OPERATING SUP BUSINESS CARDS	060146	69.50
	1-59166	01 -5865202	OPERATING SUP BUSINESS CARDS	060146	69.50
	1-59287	01 -5101319	MISCELLANEOUS BUSINESS CARDS-HARRISON	060146	54.00
01-000328 CENTERPOINT ENERGY ARK.	1-201205163720	01 -5215314	GAS UTILITY GAS UTIL-1313 S STRONG	060065	26.35
	1-201205163720	01 -5215314	GAS UTILITY GAS UTIL-602 E HARRISON	060065	37.97
	1-201205233733	01 -5215314	GAS UTILITY GAS UTIL-515 E KRESS	060093	21.63
	1-201205303747	01 -5215314	GAS UTILITY GAS UTIL-EMER RESP CENTER	060109	22.61
01-009472 ICON ENTERPRISES, INC.	1-99171	01 -5225401	COMPUTER TECH WEB DESIGN & MAINT.	060148	9,321.67
01-000644 COMP AND SAVE	1-01807	01 -5653202	OPERATING SUP INK CART. FOR OFF. EQUIP	060149	270.80
01-000006 D & D ELEVATOR INC	1-12974	01 -5549317	ELEVATOR REPA MONTHLY ELEVATOR MAINT	060151	400.00
01-200168 EDMONDS COLE LAW FIRM	1-SMT #2	01 -5214302	CONSULTANTS LEGAL FEES	060156	5,430.52
	1 SMT #3	01 -5214302	CONSULTANTS LEGAL FEES	060156	1,272.52
01-200259 ERSON ASPHALT & EMULSIO	1-9400897664	01 -5865216	STREET REPAIR OIL FOR DORAPATCH	060159	392.74
01-000266 ERVIN & ERVIN ATTORNEYS	1-JUNE 2012	01 -5214302	CONSULTANTS CITY ATTORNEY - LEGAL FEE	060160	3,125.00
01-000170 FIRST NATIONAL BANK	1-062012-#133	01 -5321510	LEASE PAYMENT LEASE #133	060161	5,185.00
01-000010 G & C RENTAL CENTER, IN	1-12534	01 -5542203	REPAIRS & MAI MOWER PART FOR PARKS	060163	230.04
	1-9739	01 -0865218	STREET REPAIR EQUIPMENT RENTAL FEE	060163	600.00
01-00005E G.FARNEY & ASSOCIATES,	1-24159	01 -5543203	REPAIRS & MAI POOL PAINT	060164	1,536.00
	1-24159	01 -5543206	CHEMICALS CHLORINE FOR POOLS OPENIN	060164	6,849.00
	1-24167	01 -5543203	REPAIRS & MAI ADEN'L POOL PAINT	060164	769.00
	1-24274	01 -5543202	OPERATING SUP REPLACEMENT PUMPS	060164	850.00
	1-24274	01 -5543316	REPAIRS & MAI REPLACEMENT PUMPS	060164	1,182.44

PACKET: 06203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000137	GARY ROF	1-201206043765	01 -5544109	CONTRACT LABO UMPIRE FEES-4 GAMES	060165	100.00
01-000260	GEORGE HALLIBURTON	1-430943	01 -565231E	ABATEMENTS CONTRACT MOWING	060166	643.50
		1-430943	01 -565231E	ABATEMENTS CONTRACT MOWING	060166	804.50
01-000490	GRISSOM IMPLEMENT INC	1-275294	01 -5542203	REPAIRS & MAI WEEDEATER PARTS-PARKS	060169	101.99
01-000280	RUMPHKEY PLUMBING, INC.	1-13977	01 -554031E	REPAIRS & MAI A/C REPAIRS AT POLICE DEP	060171	596.00
01-000061	RITCH USA, INC.	1-5022917702	01 -532130E	CONTRACTED SE METER READY BASE CHARGE	060172	141.55
01-000110	IMPRESS OFFICE SUPPLY	1-033991	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	060173	43.89
		1-034009	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	060173	46.51
01-000120	TYLER TECHNOLOGIES	1-201206043772	01 -521333E	FEES MONTHLY SOFTWARE FEE-COURT	060174	200.00
		1-201206043772	01 -5225349	SOFTWARE MAIN MONTHLY SOFTWARE FEE-IT	060174	200.00
01-000140	INDIAN NATION WHOLESALE	1-5628453	01 -5543202	OPERATING SUP POOL CONCESSION SUPPLIES	060175	1,537.46
		1-5635643	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	060175	732.57
01-000192	INN AT EXPO SQUARE	1-644	01 -5225331	EMPLOYER TRAV TRAVEL EXPENSE-CISCO TR	060176	450.00
01-000262	INVESTIGATIVE CONCEPTS,	1-17120236	01 -5653349	DRUG TESTING/ NEW HIRE BACKGROUND	060177	47.85
01-000326	JIM MIZE	1-201206043764	01 -5544309	CONTRACT LABO UMPIRE FEES-8 GAMES	060179	200.00
01-000340	JIM WOOD REFRIGERATION	1-12-14055	01 -554031E	REPAIRS & MAI A/C REPAIR-STIPE CENTER	060179	120.00
01-000434	JORDAN RUSTIN, JR.	1-1709 VIRGINIA	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	150.00
		1-2204 MOCKINGBIRD	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	150.00
		1-356 HICKORY BEND	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	75.00
		1-307 W MONKOR	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	50.00
		1-328 W TYLER	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	300.00
		1-342 W FILMORE	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	300.00
		1-417 W KIONA	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	50.00
		1-617 E ASHLAND	01 -565231E	ABATEMENTS CONTRACT MOWING	060180	220.00

PACKET: 06203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000434 JORDAN AUSTIN, JR. continued					
	1-814 E WASHINGTON	01 -5652318	ABATEMENTS CONTRACT MOWING	060180	200.00
	1-911 S STRONG	01 -5652318	ABATEMENTS CONTRACT MOWING	060180	125.00
01-K00254 KIMSBERLY LITZIK					
	1-201296042759	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	060181	52.50
01-I60428 LOWE'S CREDIT SERVICES					
	C-09460 CR	01 -5548316	REPAIRS & MAJ MISC MAINT SUPPLIES	060183	15.00-
	1-02903	01 -5548316	REPAIRS & MAJ MISC MAINT SUPPLIES	060183	9.96
	1-04554	01 -5548316	REPAIRS & MAJ MISC MAINT SUPPLIES	060183	12.36
	1-05769/92489	01 -5213202	OPERATING SUP AIR COND & DESK STOOL	060183	373.00
	1-10033	01 -5548316	REPAIRS & MAJ MISC MAINT SUPPLIES	060183	7.41
	1-11349	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	060183	74.99
	1-14186	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	060183	138.90
	1-14744	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	060183	69.46
	1-309172	01 -5548316	REPAIRS & MAJ MISC MAINT SUPPLIES	060183	59.98
01-M00325 MICHAEL T DAWKINS					
	1-201206043763	01 -5544108	CONTRACT LABO UMPIRE FEES-12 GAMES	060185	300.00
01-M00460 MITCHEAL B DISTRIBUTING					
	1-2099750	01 -5544707	OPERATING SUP CONCESSION SUPPLIES	060186	78.50
01-M00470 MILLER BROTHERS ENTERPR					
	1-12783	01 -5548316	REPAIRS & MAJ DOOR REPAIR-S FIRE STATIO	060187	859.00
01-M00098 MCAFEE & DAFI					
	1-371661	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	060189	2,227.50
	1-371662	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	060189	90.00
	1-371663	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	060189	439.00
	1-371665	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	060189	309.00
01-M00140 MCALESTER PAINT & SUPPL					
	1-00076907	01 -5542203	REPAIRS & MAJ MISC POOL SUPPLIES	060191	2,489.76
	1-00077151	01 -5542203	REPAIRS & MAJ PAINT FOR PARK RESTROOMS	060191	205.94
01-M00206 MCALESTER WELDING SUPPL					
	1-796143	01 -5543207	OPERATING SUP CO2 BOTTLE RENTAL	060192	106.50
01-M00226 MC DONALDS RESTAURANT					
	1-00000002	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	6.58
	1-00000004	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	6.58
	1-00000005	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	2.29
	1-00000005	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	3.29
	1-00000005	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	3.29
	1-00000005	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	6.58
	1-00000021	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	9.74
	1-0000003	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	060193	6.58

PACKET: 08203 CLAIMS FOR 6/12/2017
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC6226 MC DONALDS RESTAURANT	continued				
	7-000003	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	16.48
	1-000004	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	4.58
	7-000006	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060194	2.66
	1-000010	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060194	5.36
	1-000021	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	3.29
	1-000022	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	3.29
	7-000022	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	7.34
	1-000022	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	15.96
	1-000031	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	3.29
	1-000036	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060193	19.52
	7-000048	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060194	3.67
	1-00009	01-5321202	OPERATING SUP MEALS FOR PRISONERS	060194	2.66
01-MC6252 MCALISTER NEW HOLLAND	7-3073	01-5542202	OPERATING SUP CHAINSAW CHAPS-SAFETY EQD	060195	136.00
01-N00600 NATIONAL ASSOC. OF CHIEFS	1-04-1216261	01-5321202	OPERATING SUP MEMBERSHIP FER-LYLES	060196	60.00
01-N00673 NATIONAL TACTICAL OFFIC	1-11755-2812	01-5321331	EMPLOYEE TRAV SWAT TEAM MEMBERSHIP RENE	060197	150.00
01-N00634 NEW HORIZONS COMPUTER L	7-536001	01-5225331	EMPLOYEE TRAV CISCO COMPUTER TRAINING	060198	3,560.00
01-N00250 MCALISTER NEWS CAPITAL	7-05605724	01-5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	66.72
	1-05605725	01-5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	87.17
	1-05606129	01-5652317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	108.75
	1-05606171	01-5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	18.35
	1-05606197	01-5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	247.50
	1-05606330	01-5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	20.95
	1-05606331	01-5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	54.75
	1-05606332	01-5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060199	38.80
01-N00303 NORMAN BENNETT ARBITRAT	1-1100713-572#4-1	01-5210302	CONSULTANTS/L LEGAL FEES-JAFF	060201	950.00
01-N00340 NORTHERN TOOL EQUIPMENT	1-26221950	01-5542316	REPAIRS & MAI NEW ENGINE FOR SPRAYER	060203	1,406.12
01-000070 OGIELA MOWER SHOP	1-09127621	01-5431204	SMALL TOOLS EXHAUST FAN MOTOR	060114	359.80
01-000520 OIL-OK INDEPENDENT OIVI	1-062012-2014/2011	01-5101355	OIL-OK FOR TN CONTRACT WITH OIL	060213	1,840.00
01-000030 OML-OK MUNICIPAL LEAGUE					

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	QTY	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000330	OML-OK MUNICIPAL LEAGUE	continued					
		1-6621634	01	-5211331	EMPLOYEE TRAV NEW OFFICIAL TRNING-CFO	060214	85.00
01-P00210	PEPSI COLA	1-78302	01	-5543202	OPERATING SUP CONCESSION SUPPLIES-POOLS	060216	450.00
01-P00242	PETER STASIAK	1-201205163726	01	-5211331	EMPLOYEE TRAV TRAVEL EXP-MEDIATION CONF	060067	69.56
01-P00310	PITNEY BOWES INC	1-11 00100	01	-5215312	EQUIPMENT REN LEASE FEES	060217	2,500.00
01-P00350	PB COUNTY TAG AGENCY	1-11-02655	01	-5542202	OPERATING SUP TAGS FOR PARKS & LAND MAI	060219	75.00
		1-11-02656	01	-5451202	OPERATING SUP TAG FOR HONOLAND TRUCK	060219	46.00
01-P00360	PC MAIL GOV, INC	1-373119120101	01	-5205401	COMPUTER TECH & LAPTOPS FOR PD TRAINING	060220	3,462.56
01-P00510	PRO-KYL, INC	1-07713	01	-5548316	REPAIRS & MAI PEST CONTROL-CITY HALL	060223	150.00
01-P00560	PUBLIC SERVICE/PEP	1-201205143721	01	-5215313	ELECTRIC UTIL ELECT UTIL-302 E WILMORE	060068	38.62
		1-201205233732	01	-5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PAV.	060094	60.47
		1-201205233732	01	-5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK	060094	59.73
		1-201205303746	01	-5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	060110	26.01
		1-201205303746	01	-5215313	ELECTRIC UTIL ELECT UTIL-PD/MARC	060110	86.41
		1-201205303746	01	-5215313	ELECTRIC UTIL ELECT UTIL-EMER RESP CENTER	060110	648.83
01-R00469	ROTC	1-2587-27281	01	-5320202	OPERATING EXP ANNUAL SVS FEE	060224	300.00
01-R00492	RONALD W BARNES	1-201206043762	01	-5544308	CONTRACT LABO UMPIRE FEES-16 GAMES	060225	400.00
01-S00009	SADLER PAPER CO	1-13039	01	-5543202	OPERATING SUP JANITORIAL SUPPLIES-POOLS	060226	363.53
01-S00260	SANDERS NURSERY	1-341308	01	-5542203	REPAIRS & MAI PLNRS & SHRUBS FOR PARK	060227	138.91
01-S00190	SECURITY SYS. & ENG. LN	1-27841	01	-5548316	REPAIRS & MAI ALARM MONITORING-LIBRARY	060228	60.00
01-S00213	SHANNON JOHNSTON	1-201206043768	01	-5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	060230	30.00
01-S00639	SPACEWALK OF GREEN COUN						

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-890639	SPACEWALK OF GREEN COON			continued		
		I-211945	01 -5653215	AWARDS PROGRA INFLATABLES FOR PICNIC	060232	385.00
01-800726	STAPLES ADVANTAGE					
		I-29145	01 -5652202	OPERATING SUP MISC OFFICE SUPPLIES	060234	44.97
		I-31063	01 -5214202	OPERATING SUP OFFICE SUPPLIES & INK	060234	311.42
01-T00656	TED ALEXANDER					
		I-201206043761	01 -5546398	CONTRACT LABO UMPIRE FEES-16 GAMES	060236	403.00
01-T00429	THOMAS J DAVIS					
		I-201206043760	01 -5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	060237	200.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9926902-F	01 -5653303	CONTRACTED SE PLAN ADMIN CRG-6TH QTR	060238	4.20
01-U00020	US CELLULAR					
		I-201205303748	01 -5215315	TELEPHONE UTI CELL PHONE UTIL-GEN	060111	1,944.58
01-U00025	U S FOOD SERVICE					
		I-2667428	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	060239	978.31
01-U00051	UTILITY SUPPLY CO.					
		I-089941	01 -5544207	OPERATING SUP PLEG PARTS FOR LEAK REPAI	060240	625.44
01-U00069	ULINE					
		I-46193263	01 -5323707	OPERATING EXP 1000 57 LB GROCERY BAGS	060241	119.02
01-W00040	WALMART COMMUNITY BRC					
		I-03874	01 -5542203	REPAIRS & MAI	060245	40.16
		I-03874	01 -5542203	REPAIRS & MAI	060245	208.30
		I-04375	01 -5542203	REPAIRS & MAI	060245	82.74
01-W00078	WARREN CLINIC INC					
		I-176799	01 -5653213	SAFETY EXPENS OPEN PD-SAFETY GLASSES	060247	114.00
		I-176896	01 -5653213	SAFETY EXPENS SAFETY GLASSES	060247	114.00
		I-176897	01 -5653213	SAFETY EXPENS OPEN PD-SAFETY GLASSES	060247	114.00
		I-176898	01 -5653213	SAFETY EXPENS SAFETY GLASSES	060247	114.00
		I-176902	01 -5653213	SAFETY EXPENS OPEN PD-SAFETY GLASSES	060247	114.00
		I-176937	01 -5653213	SAFETY EXPENS OPEN PD-SAFETY GLASSES	060247	114.00
01-W00143	WATERWORKS INTERNATIONAL					
		I-6174	01 -5543203	REPAIRS & MAI PARTS FOR SPLASH PAD	060248	23.90
01-W00279	WHITE ELECTRICAL SUPPLY					
		I-81474516.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060249	14.13
		I-81479166.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060249	21.18
01-X00020	XEROX CORP-MAJOR ACCOUNT					

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-XEROX	XEROX CORP-MAJOR ACCOUN		continued			
		1-800596024	01 -5215312	EQUIPMENT REN LEASE FEE FOR COPIERS	060250	2,144.94
			FUND	01 GENERAL FUND	TOTAL:	68,071.18

PACKET: 08233 CLAIMS FOR 6/12/2012
 VENDOR SET: 01
 FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ACC103	ACCURATE LABS & MINING						
		1-2F08063	02	-5974304	LAB TESTING MONTHLY TESTING FEES	060129	1,490.00
		1-2E08064	02	-5974304	LAB TESTING MONTHLY TESTING FEES	060129	90.00
		1-2E08065	02	-5974304	LAB TESTING MONTHLY TESTING FEES	060129	115.00
		1-2E08078	02	-5974304	LAB TESTING MONTHLY TESTING FEES	060129	430.00
		1-2F10032	02	-5974304	LAB TESTING MONTHLY TESTING FEES	060129	63.00
01-ACC170	ADA PAPER CO.						
		1-348634	02	-5267202	OPERATING SUP COPY PAPER-ALL DEPTS	060130	202.38
01-ACC267	AIRGAS						
		1-9905666240	02	-5973203	REPAIRS & MAI PARTS FOR WWM EQUIP	060133	100.00
		1-9905666241	02	-5973203	REPAIRS & MAI PARTS FOR WWM EQUIP	060133	11.12
		1-9905666242	02	-5973203	REPAIRS & MAI PARTS FOR WWM EQUIP	060133	71.20
		1-9905933244	02	-5864202	OPERATING SUP REFILL TANK CHGS-PAC MAIN	060133	176.57
		1-9902048209	02	-5974203	REPAIRS & MAI MONTHLY RENTAL FEES	060133	55.60
01-ACC342	ALLEGIANCE COMMUNICATION						
		1-201205163718	02	-5975328	INTERNET SERV INTERNET SVS-UDM ON BIRRFORD	060063	62.95
		1-201205303745	02	-5975328	INTERNET SERV INTERNET SVS-R WWM PLANT	060109	62.95
01-ACC582	AT&T						
		1-201205233735	02	-5267315	TELEPHONE UTI INTERNET SVS-CITY HALL	060090	675.20
01-ACC751	ATWOODS						
		1-106719	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	060136	34.44
		1-107119	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	060136	101.37
		1-107319	02	-0216202	OPERATING SUP GRINDER & MISC SUPPLIES	060139	316.96
		1-107419	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	060136	317.21
		1-108419	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	060136	113.22
		1-109119	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	060136	113.93
01-ACC770	AUTO PARTS CO						
		1-905130	02	-5974203	REPAIRS & MAI MISC PARTS AS NEEDED	060140	26.17
		1-905573	02	-5974203	REPAIRS & MAI MISC PARTS AS NEEDED	060140	19.85
		1-905745	02	-5974203	REPAIRS & MAI MISC PARTS AS NEEDED	060140	27.96
		1-906649	02	-5974203	REPAIRS & MAI MISC PARTS AS NEEDED	060140	18.25
01-ACC818	BEMAC SUPPLY						
		0-31661095.001 CR	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	123.29-
		1-31631271.001	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	11.67
		1-31639539.001	02	-5973203	REPAIRS & MAI SUPPLIES AS NEEDED - WWM	060142	233.04
		1-31662216.002	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	51.00
		1-31660333.002	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	20.27
		1-31660400.002	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	227.32
		1-31660546.002	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	32.00
		1-31661313.001	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	14.37
		1-31661908.001	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	10.56
		1-31662295.001	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	115.67

PACKET: 09203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800160	BEVAC SUPPLY					
		1-S1662559.601	02 -5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	060142	59.82
01-800491	BRENNTAG SOUTHWEST					
		1-B5W321691	02 -5974206	CHEMICALS POWDER ACTIVATED CARBON	060147	3,283.00
01-000320	CENTERPOINT ENERGY ARKL					
		1-2M1205163720	02 -5267314	GAS UTILITY GAS UTIL-201 F FOLK	060065	63.18
		1-201205743733	02 -5267314	GAS UTILITY GAS UTIL-1212 N WEST ST	060093	40.78
01-000840	CRAWFORD & ASSOCIATES					
		1-6551	02 -5267302	CONSULTANTS CONSUMI FEES-2011 AUDIT	060150	555.00
01-000322	DEPT. OF ENVIR. QUALITY					
		1-55140911	02 -5973529	DEQ FEES STORM WTR PERMIT-W PLANT	060154	265.00
01-000340	BOLESH BROTHERS					
		1-5-54575-12	02 -5975218	STREET REPAIR GRAVEL HAULING FEE	060155	920.12
		1-RM17028571	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	060155	724.00
		1-RM12028572	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	060155	124.00
		1-RM12029472	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	060155	498.00
		1-RM12031420	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	060155	959.00
		1-RM12032764	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	060155	516.00
01-F00170	FIRST NATIONAL BANK					
		1-062012-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	060161	8,124.37
01-000010	G & C RENTAL CENTER, IN					
		1-12614	02 -5974204	SMALL TOOLS PARTS FOR WTP LAWNMOWER	060163	60.00
01-000001	HAMARICK FERGUSON					
		1-084960	02 -5974316	REPAIRS & MAI EMER PO-SWITCH FOR PUMP	060170	576.49
01-100110	IMPRESS OFFICE SUPPLY					
		1-933917	02 -5216202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	060173	204.68
		1-033931	02 -5216202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	060173	48.44
		1-933957	02 -5216202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	060173	18.18
		1-033956	02 -5970202	OPERATING SUP MISC OFFICE SUPPLIES	060173	21.98
		1-033993	02 -5216202	OPERATING SUP TONERS FOR PRINTERS	060173	364.50
		1-033995	02 -5216202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	060173	26.92
01-100120	TYLER TECHNOLOGIES					
		1-201206043772	02 -5216336	FEES MONTHLY SOFTWARE FEE-UB&C	060174	293.16
01-000210	KAWACHI ELECTRIC COOP.					
		1-201205163722	02 -5267313	ELECTRIC UTIL ELEC UTIL-HSREFORD LN	060046	423.17
01-MC0206	MCLESTER WELDING SUPPL					
		1-690039	02 -5974205	REPAIRS & MAI WELDING SUPPLIES FOR WTP	060192	300.00

PACKET: 08203 CLAIMS FOR 6/12/2012
 VENDOR SET: 01
 FUND : 02 MWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000250	MCALISTER NEWS CAPITAL					
		I-0060953	02 -5971202	OPERATING SUP ADS FOR BIDS AS NEEDED	060199	42.59
		I-05026125	02 -5974317	ADVERTISING/P OPEN PO-WTP PUBLICATIONS	060199	100.60
01-000075	STREITLY AUTO PARTS					
		I-3250-423777	02 -5973203	REPAIRS & MAI PARTS AS NEEDED-BOTH PLTS	060207	281.64
		I-0730-423778	02 -5973203	REPAIRS & MAI PARTS AS NEEDED-BOTH PLTS	060207	97.81
		I-3230-424121	02 -5973203	REPAIRS & MAI PARTS AS NEEDED-BOTH PLTS	060207	254.17
		I-0730-424629	02 -5973203	REPAIRS & MAI PARTS AS NEEDED-BOTH PLTS	060207	50.98
01-000275	OKLA DEPT OF COMMERCE					
		I-362012-88906	02 -5267521	CRDG LOAN #89 CDBG - FIDY #B908	060212	1,145.63
01-000040	PAGE ANALYTICAL SERVICE					
		I-1202690	02 -5973304	LAB TESTING MONTHLY TESTING FEES	060215	189.47
		I-1202691	02 -5973304	LAB TESTING MONTHLY TESTING FEES	060215	131.00
01-000420	POSTMASTER					
		I-11-02649	02 -5216317	POSTAGE POSTAGE FOR CB&C BILLING	060221	2,300.00
01-000208	SEQUOYAH ENGINEERING, I					
		I-83300610.66	02 -5973302	CONSULTANTS 4 MNTHLY PRETREATMENT FEES	060229	1,495.20
01-000550	SOUTHWEST CHEMICAL SERV					
		I-94427	02 -5974206	CHEMICALS PHOSPHATE FOR WTP	060231	2,237.00
		I-94428	02 -5974206	CHEMICALS POLYMER FOR WTP	060231	5,472.00
		I-94462	02 -5974206	CHEMICALS CAUSTIC FOR WTP	060231	6,217.94
01-000726	STAPLES ADVANTAGE					
		I-29146	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	060234	173.97
		I-29666	02 -5972202	OPERATING SUP PRINTER & OFFICE SUPPLIES	060234	143.14
01-000310	T. H. ROGERS LUMBER CO.					
		I-456377	02 -5975218	STREET REPAIR SUPPLIES FOR CONCRETE WK	060235	298.07
		I-456747	02 -5975218	STREET REPAIR SUPPLIES FOR CONCRETE WK	060235	24.75
01-000020	US CELLULAR					
		I-201205703743	02 -5267315	TELEPHONE UTI CELL PHONE UTIL-MWA	060111	722.50
		I-201205302743	02 -5975326	INTERNET SERV INTERNET SVS-UTM SUPT	060111	51.35
01-000051	UTILITY SUPPLY CO.					
		I-059064	02 -5975211	WATER METERS STOCK CURB STOPS	060240	2,224.64
		I-059938	02 -0216202	OPERATING SUP METER SUPPLIES & LOCKS	060240	1,491.98
		I-059939	02 -5975211	WATER METERS STOCK CURB STOPS	060240	591.36
		I-059940	02 -5975240	LAND IMPROVEM 12" WATER PIPE	060240	1,245.00
		I-059942	02 -5975230	SEWER MAIN RE 8" SEWER PIPE FOR REPAIRS	060240	1,260.68
		I-060084	02 -5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060240	200.00
01-000126	UNITED PACKAGING & SHIP					

PACKET: 06203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000123	UNITED PACKAGING & SHIP	continued				
		1-106967	02 -5974316	REPAIRS & MAJ OPEN PO FOR SHIPPING FEES	060243	92.04
01-000182	VERONICA BOATRIGHT					
		1-19	02 -5216302	CONSULTANCY CONSULTING FEE-JUNE 2012	060244	450.60
			FUND	02 MPWA	TOTAL:	51,192.72

PACKET: 06203 CLAIMS FOR 6/12/2012
 VENDOR SET: 01
 FUND : 03 AIRPORT AUTHORITY

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000320 CENTERPOINT ENERGY ARKL	1-261205302747	03 -5876314	GAS UTILITY GAS UTIL-AIRPORT	060109	27.17
01-000170 FIRST NATIONAL BANK	1-062012-#119817	03 -5876311	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	060161	2,510.00
01-000060 PUBLIC SERVICE/ASP	1-261205302746	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	060110	1,091.93
01-000020 US CELLULAR	1-261205303748	03 -5876315	TELEPHONE ULL CELL PHONE UTIL-AIRPORT	060111	27.07
		FUND 03 AIRPORT AUTHORITY	TOTAL:		3,656.67

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A09276	A LEROY DICK					
		1-201206043766	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	060134	98.24
01-D00213	DEBBIE COMPTON					
		1-201206043767	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	060152	165.30
		1-201206043768	06 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	060152	146.52
01-E00207	EMMA E. BELLIS					
		1-201206043769	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	060158	150.20
		1-201206043770	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	060158	111.80
01-S00580	AT & T					
		1-201205233734	06 -5049815	TELEPHONE UTIL PHONE UTIL-NUTRITION	060095	149.18
01-S00020	MS CELLULAR					
		1-201205303748	06 -5549815	TELEPHONE UTIL CELL PHONE UTIL-NUTRITION	060111	82.71
			FUND	08 NUTRITION	TOTAL:	902.65

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-600462	GREEN COUNTRY TESTING,	1-40395	09 -5864227	SUB TITLE D R LANDFILL TESTING ON	060166	1,450.53
			FUND	09 LANDFILL RES./SUB-TITLE D TOTAL:		1,450.53

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1	MISC VENDOR							
	STEVE HARRISON	I-201205232733	27	-5655214	TOURISM EXPEN TRAVEL EXP REIMB-STAMPEDE	060090	1,363.97	
01-000328	LIBERTY PYROTECHNICS, L							
		I-AA000013	27	-5655348	FESTIVAL/JULY PARTIAL PMT-4TH FIREWORKS	060162	4,045.50	
01-000134	MCALESTER MAIN STREET							
		I-062012-2010/2011	27	-5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	060190	1,050.00	
01-000137	OKLA TOURISM/RECREATION							
		I-9502	27	-5655214	TOURISM EXPEN MCALESTER BROCHURES	060269	254.88	
01-000450	PRIDE IN MCALESTER							
		I-062012-2010-2011	27	-5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	060222	2,300.00	
				FUND	27	TOURISM FUND	TOTAL:	9,617.35

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-060192	BEN E. KEITH		28	-5654210	CONCESSION SV CONCESSION SUPPLIES	060143	28.98
		1-01022747					
01-000320	CENTERPOINT ENERGY ARK.		28	-5654314	GAS UTILITY GAS UTIL-EXPO	060065	149.79
		1-201205163720					
01-000906	L & D ELEVATOR INC		28	-5654316	REPAIRS & MAI MONTHLY MAINT. FEE	060151	200.30
		1-12673					
01-010203	EMPIRE PAPER CO.		28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	060157	1,328.63
		1-008620-00					
01-000201	FLAMECO FIRE & SAFETY,		28	-5654316	REPAIRS & MAI 6 MO SERVICE INSPECTION	060142	155.00
		1-16769					
01-100426	LOWE'S CREDIT SERVICES		28	-5654203	REPAIR & MAIN MISC MAINT ITEMS AS NEEDED	060183	90.03
		1-06867					
		1-07542					
		1-009780					
			28	-5654203	REPAIR & MAIN MISC MAINT ITEMS AS NEEDED	060184	51.26
01-000510	PRO-KIL, INC		28	-5654316	REPAIRS & MAI QTRLY PEST CONTROL	060223	365.00
		1 66721					
01-000560	PUBLIC SERVICE/SEP		28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV PARK	060110	41.12
		1-201205303746					
		1-201205303746					
			28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO	060110	4,991.84
01-000020	US CELLULAR		28	-5654315	TELEPHONE UTIL CELL PHONE UTIL-EXPO	060111	110.28
		1-201205303748					
01-000100	UNIFIRST HOLDINGS, L.P.		28	-5654316	REPAIRS & MAI MOP SERVICE AS NEEDED	060242	50.00
		1-624-0861619					
01-000040	WALMART COMMUNITY BRC		28	-5654210	CONCESSION SV CONCESSION SUPPLIES	060245	12.24
		1-065796					
		1-005675					
		1-06955					
			28	-5654210	CONCESSION SV CONCESSION SUPPLIES	060245	34.90
			28	-5654210	CONCESSION SV CONCESSION SUPPLIES	060245	75.26
			FUND	28	SE EXPO CENTER	TOTAL:	8,737.59

PACKET: 06203 CLAIMS FOR 6/12/2012
VENDOR SET: 01
FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	GINGER WILLIAMS	I-201205233737	29 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE REIMB	060069	52.00
01-A00012	APCO INTERNATIONAL, INC					
		I-00003891	29 -5324331	EMPLOYEE TRAV 911 TRAINING-EMD	060137	1,399.22
		I-00003892	29 -5324331	EMPLOYEE TRAV 911 TRAINING-EMD	060137	1,200.78
01-000020	US CELLULAR					
		I-201205303748	29 -5324315	TELEPHONE UTI CELL PHONE UTIL-EMD	060111	27.57
			FUND 29 E-911		TOTAL:	2,619.57

PACKET: 06203 CLAIMS FOR 6/12/2012
 VENDOR SET: 01
 FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/F. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00270	MPOWER ECONOMIC DEVELOP	1-062012-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	060184	15,399.41
01-M00154	MCLESTER MAIN STREET	1-062012-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCLESTER MAIN S	060190	1,300.00
01-N00338	NORTHERN ESCROW, INC.	1-PMT #6	30 -5052401	CAPITAL OUILA ELKS ROAD IMPROVEMENTS	060202	111,969.25
01-000275	OKLA DEPT OF COMMERCE	1-062012-#12246	30 -5211510	CSBG / EDIF B CDBG - EDIF CONT #12246	060211	262.30
01-P00242	PETER STAGIAR	1 201205163725	30 -5211360	ECONOMIC DEVE TRAVEL EXP-MORSA IN WASHINGTON	060067	236.04
01-P00450	PRIDE IN MCLESTER	1-062012-2010-2011	30 -5211352	MISC FAIDE IN CONTRACT WITH PRIDE IN McALEST	060222	2,300.00
FUND 30 ECONOMIC DEVELOPMENT					TOTAL:	131,227.20

PACKET: 08203 CLAIMS FOR 6/10/2012

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800060	SANDERS NURSERY	1-341811	32 -5215205	EXPENSE FOR P TREES FOR PARKS	060227	250.00
					FUND 32 GIFTS & CONTRIBUTIONS TOTAL:	250.00

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800770 AUTO PARTS CO						
		I-904030	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	23.94
		I-904228	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	246.00
		I-904391	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	34.45
		I-904398	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	1.80
		I-904469	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	37.86
		I-904475	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	17.93
		I-904494	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	169.15
		I-904536	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	26.84
		I-904669	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	20.98
		I-904691	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	58.89
		I-904733	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	50.84
		I-904771	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	6.31
		I-904839	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060139	48.26
		I-904866	35 -5862203	REPAIRS & MAI OIL FILTERS FOR PARKS	060139	14.96
		I-904877	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060140	91.65
		I-905016	35 -5862203	REPAIRS & MAI OIL FILTERS FOR PARKS	060140	12.00
		I-905031	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060140	83.61
		I-905077	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060140	51.72
		I-905424	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060140	129.87
		I-905607	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060140	87.47
		I-906867	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060140	60.60
		I-906935	35 -5862203	REPAIRS & MAI MOWER LIFT FOR SHOP	060140	1,536.00
01-800490 BRIGGS PRINTING						
		I-59147	35 -5862203	REPAIRS & MAI BUSINESS CARDS	060146	69.50
01-800510 GIB'S TRANSMISSION, INC						
		I-2767	35 -5862203	REPAIRS & MAI HOUSING FOR AMBULANCE	060169	350.00
		I-2787	35 -5862203	REPAIRS & MAI REPAIR TRANS ON PK-34	060169	1,296.00
01-800490 GRIFFON IMPLEMENT INC						
		I-274852	35 -5862203	REPAIRS & MAI PARTS FOR PK-21	060169	19.86
01-800271 NIX FORD MERCURY INC.						
		I-70417	35 -5862203	REPAIRS & MAI SPRING FOR WW-7	060200	196.93
01-000075 O'RAILLY AUTO PARTS						
		C-0230-413795 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	191.99-
		C-0230-413720 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	35.00-
		C-0230-417347 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	13.34-
		C-0230-420098 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	16.52-
		C-0230-420303 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	9.14-
		C-0230-421174 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	63.58-
		C-0230-422495 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	170.29-
		C-0230-422825 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	79.99-
		C-0230-424587 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	22.72-
		C-0230-424615 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	125.00-
		I-0230-413588	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	171.59

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075 O'NEILLY AUTO PARTS <i>continued</i>						
		I-0230-417500	35 -5862202	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	20.92
		I-0230-419125	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	39.09
		I-0230-419356	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060205	9.46
		I-0230-420062	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	30.07
		I-0230-420064	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	16.52
		I-0230-420277	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	32.38
		I-0230-420330	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	1.68
		I-0230-420348	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	10.86
		I-0230-420404	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	14.74
		I-0230-420405	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	105.84
		I-0230-421134	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	68.58
		I-0230-421160	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	29.99
		I-0230-421766	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	27.16
		I-0230-422077	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	133.34
		I-0230-422085	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	331.52
		I-0230-422346	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060206	118.94
		I-0230-422477	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	15.24
		I-0230-422564	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	124.20
		I-0230-422840	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	13.99
		I-0230-422904	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	13.99
		I-0230-423766	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	82.66
		I-0230-424137	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	119.66
		I-0230-424501	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	29.88
		I-0230-424640	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	125.52
		I-0230-424645	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060207	6.94
		I-0230-424711	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	44.01
		I-0230-424772	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	51.35
		I-0230-424827	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	141.39
		I-0230-424860	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	145.43
		I-0230-425389	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	36.34
		I-0230-425404	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	8.94
		I-0230-425432	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	49.00
		I-0230-425704	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	63.17
		I-QUOTE 5/1-12	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	14.99
		I-QUOTE 5/01/12	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	11.01
		I-QUOTE 5/01/2012	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060208	59.96
01-000245 OKLA CORPORATION COMM.						
		I-1252	35 -5862212	FUEL EXPENSE TAND REGISTRATION FER	060210	125.00
01-000020 US CELLULAR						
		T-201205303748	35 -5862215	TELEPHONE UTI CELL PHONE UTIL-FLEET MAINT	060111	61.54
01-000072 WARREN CAT						
		C-0810040448	35 -5862203	REPAIRS & MAI CAT LOADER REPAIRS	060246	618.66
		T-00100082235	35 -5862203	REPAIRS & MAI CAT LOADER REPAIRS	060246	15,538.67
			FUND 35 FLEET MAINTENANCE	TOTAL:		21,469.26

PACKET: 08203 CLAIMS FOR 6/12/2012

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/I: ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M06629	MUTUAL ASSURANCE ADMIN	1-8050	36 -5215315	THIRD PARTY A YEARLY FEE FOR WC MGMT	060198	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

PACKET: 08202 CLAIMS FOR 6/12/2012
 VENDOR SET: 01
 FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AC0229	ADVANTAGE TRUCK ACCESSO						
		I-39755	41	-5542401	CAPITAL OUTLA TOOL BOXES FOR NEW TRUCK	060131	634.00
		I-39835	41	-5542401	CAPITAL OUTLA ACCESSORIES FOR NEW PU	060131	927.99
01-500225	GEFRANGE AUTOCRAFTS						
		I-1242	41	-5542401	CAPITAL OUTLA BED LINERS FOR NEW TRUCKS	060153	400.00
		I-1245	41	-5542401	CAPITAL OUTLA BED LINERS FOR NEW TRUCKS	060153	400.00
01-F90078	FIRST NATIONAL BANK						
		I-962012-0137	41	5865510	LEASE PAYMENT LEASE PAYMENT ON DUMPTRUCKER	060161	3,378.84
01-N00367	MEHLBORGER BRAWLEY, INC						
		I-MC-11-04-06	41	-5975405	12 INCH WATER 12" WATER MAIN PROJECT	060204	1,243.00
01-200326	FITTARE CONSTRUCTION CO						
		I-4-A	41	-5215402	HWY 69 RELOC HWY 69 UTILITY RELOCATE	060218	33,482.44
		I 4 B	41	-5215402	HWY 69 RELOC HWY 69 UTILITY RELOCATE	060218	3,230.00
		I-PMT #3-SEWER	41	-5215402	HWY 69 RELOC CHANGE ORDER 1-WTR	060218	64,600.00
		I-PMT #3-SEWER	41	-5215402	HWY 69 RELOC CHANGE ORDER 1-SWR	060218	6,847.44
		I-PMT #3-SEWER	41	-5215402	HWY 69 RELOC CHANGE ORDER 2-WTR	060218	8,765.00
		I-PMT #4-A(2) WATER	41	-5215402	HWY 69 RELOC CHANGE ORDER 1-SWR	060218	2,840.00
01-500642	SPECIAL OPS UNIFORMS, I						
		I-735372	41	-5521401	CAPITAL OUTLA BULLET PROOF VESTS	060233	6,349.90
				FUND	41 CIP FUND	TOTAL:	133,198.69
						REPORT GRAND TOTAL:	452,250.92

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	== LINE ITEM ==			== GROUP BUDGET ==		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2011	2012	01 -2105	COLLECTION AGENCY 25: 1000	5,204.75					
		01 -5101319	MISCELLANEOUS	54.00	5,300	2,377.77			
		01 -1101355	OIL-OK FOR INDEPENDENT DIV	1,840.00	22,000	1,840.00			
		01 -5210302	CONSULTANTS/LABOR RELATION	4,015.50	90,000	74,677.93-	Y		
		01 -5210331	EMPLOYEE TRAVEL & TRAININ	68.34	5,000	279.40-	Y		
		01 -5211202	OPERATING SUPPLIES	46.61	6,200	1,181.11			
		01 -5211301	EMPLOYEE TRAVEL & TRAININ	85.10	6,000	9.42			
		01 -5217000	CONTRACTED SERVICES	62.50	3,000	2,062.66			
		01 -5210317	ADVERTISING & PRINTING	546.24	3,700	971.32			
		01 -5210302	OPERATING SUPPLIES	684.42	3,700	449.07			
		01 -5213300	FEES	200.00	3,000	800.00			
		01 -5214302	CONSULTANTS	9,628.04	155,200	29,213.13			
		01 -5215202	OPERATING SUPPLIES	597.25	6,000	170.10-	Y		
		01 -5215310	EQUIPMENT RENTALS	4,644.94	36,600	4,059.44			
		01 -5215310	ELECTRIC UTILITY	894.67	360,000	72,720.35			
		01 -5215314	GAS UTILITY	108.46	15,000	7,208.63			
		01 -5215311	TELEPHONE UTILITY	2,094.71	53,000	20,063.55			
		01 -5225331	EMPLOYEE TRAVEL & TRAINING	3,950.00	7,500	546.40			
		01 -5225349	SOFTWARE MAINTENANCE	200.00	36,355	476.90			
		01 -5225401	COMPUTER TECHNOLOGY	11,764.03	42,200	4,956.82			
		01 -5320202	OPERATING EXPENSE	419.02	3,000	466.45			
		01 -5321702	OPERATING SUPPLIES	237.25	15,900	3,653.32			
		01 -5321300	CONTRACTED SERVICES	141.50	13,800	2,142.55			
		01 -5321331	EMPLOYEE TRAVEL & TRAININ	150.00	7,500	1,395.68			
		01 -5321310	LEASE PAYMENTS	5,155.00	62,220	600.00-	Y		
		01 -5322202	OPERATING SUPPLIES	40.50	3,000	630.65			
		01 -5324200	CLOTHING ALLOWANCE	116.00	1,000	359.00			
		01 -5324331	EMPLOYEE TRAVEL & TRAINING	78.94	2,000	1,640.03			
		01 -5431202	OPERATING SUPPLIES	46.00	15,000	906.97			
		01 -5431304	SMALL TOOLS	359.80	7,400	2,723.10			
		01 -5431325	INTERNET SERVICE	186.95	2,000	722.65			
		01 -5442202	OPERATING SUPPLIES	211.00	8,600	274.02			
		01 -5442203	REPAIRS & MAINT SUPPLIES	2,124.18	62,200	275.59			
		01 -5442300	CONTRACTED SERVICES	1,250.00	17,000	2,706.62			
		01 -5442310	REPAIRS & MAINTENANCE	1,706.12	20,100	1,429.33			
		01 -5443200	OPERATING SUPPLIES	4,985.00	11,500	689.21			
		01 -5443203	REPAIRS & MAINT SUPPLIES	4,817.06	13,000	421.45			
		01 -5443206	CHEMICALS	6,848.00	17,500	2,172.00			
		01 -5443316	REPAIRS & MAINTENANCE	1,182.44	7,000	67.56			
		01 -5444202	OPERATING SUPPLIES	1,433.95	20,300	6,514.35			
		01 -5444300	CONTRACT LABOR	1,600.00	22,562	6,494.09			
		01 -5447300	CONTRACTED SERVICES	325.37	1,500	335.41			
		01 -5449200	REPAIRS & MAINTENANCE SUPP	132.16	50,000	283.09			
		01 -5449316	REPAIRS & MAINTENANCE	2,215.79	21,600	637.62			
		01 -5449317	ELEVATOR REPAIR/MAINTENANC	400.00	5,000	200.00			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	= == =LINE ITEM== = =		== GROUP BUDGT == = =	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	01 -5652202	OPERATING SUPPLIES	44.97	2,760	63.97		
	01 -5612317	ADVERTISING & PRINTING	104.75	1,800	1,401.20		
	01 -5632318	ABATEMENTS	3,652.00	12,000	2,551.50		
	01 -5613202	OPERATING SUPPLIES	270.50	2,800	125.61		
	01 -5613213	SAFETY EXPENSE	684.00	14,650	22.46		
	01 -5653215	AWARDS PROGRAM	335.00	3,200	9.90		
	01 -5653309	CONTRACTED SERVICES	4.20	4,400	1,045.80		
	01 -5653349	DRUG TESTING/PHYSICALS	97.85	15,800	23.15		
	01 -5865202	OPERATING SUPPLIES	139.02	4,000	1,441.03		
	01 -5865218	STREET REPAIRS & MAINTENAN	992.74	284,500	3,313.01		
	01 -5865328	INTERNET SERVICE	82.95	1,710	310.25- Y		
	02 -5216202	OPERATING SUPPLIES	2,482.94	18,300	4,748.53		
	02 -5216302	CONSULTANTS	450.00	5,400	0.00		
	02 -5216317	POSTAGE	2,300.00	45,000	70.00		
	02 -5216336	FEES	293.16	4,500	1,275.24		
	02 -5267202	OPERATING SUPPLIES	702.36	6,000	3,448.67		
	02 -5267302	CONSULTANTS	555.00	25,000	953.02		
	02 -5267313	ELECTRIC UTILITY	425.17	585,000	87,195.45		
	02 -5267314	GAS UTILITY	133.93	3,000	2,011.06		
	02 -5267315	TELEPHONE UTILITY	1,597.70	50,000	2,760.37		
	02 -5267521	CRSG LOAN #R909	1,145.83	13,750	0.04		
	02 -5864202	OPERATING SUPPLIES	176.57	3,000	2,067.13		
	02 -5864510	LEASE PAYMENTS	8,024.37	102,200	0.56		
	02 -5871202	OPERATING SUPPLIES	159.73	3,000	249.60		
	02 -5972002	OPERATING SUPPLIES	195.95	2,500	1,455.54		
	02 -5973203	REPAIRS & MAINT SUPPLIES	987.89	85,000	514.37		
	02 -5973302	CONSULTANTS (IND. PRETREAT	1,495.20	55,000	12,581.78- Y		
	02 -5973304	LAB TESTING	324.47	35,100	6,817.21		
	02 -5973328	INTERNET SERVICE	82.95	750	57.55		
	02 -5973329	DEQ FEES	265.00	17,000	15,615.00		
	02 -5974203	REPAIRS & MAINT SUPPLIES	1,029.95	63,000	149.83		
	02 -5974204	SMALL TOOLS	60.00	1,500	1,285.90		
	02 -5974206	CHEMICALS	15,201.94	401,200	20,791.74		
	02 -5974304	LAB TESTING	2,178.00	32,000	3,648.41		
	02 -5974316	REPAIRS & MAINTENANCE	668.53	61,951	1,264.07		
	02 -5974317	ADVERTISING/PRINTING/POSTA	105.60	6,000	448.38		
	02 -5975202	OPERATING SUPPLIES	449.54	4,000	366.03		
	02 -5975211	WATER METERS	2,816.00	42,000	3,138.37		
	02 -5975218	STREET REPAIRS & MAINTENAN	4,090.94	218,850	52,721.89		
	02 -5975230	SEWER MAIN REPAIR	1,260.68	36,750	242.81		
	02 -5975235	WATER MAIN REPAIR	200.00	84,750	3,810.00		
	02 -5975240	LAND IMPROVEMENTS	1,745.00	5,000	1,420.70		
	02 -5975328	INTERNET SERVICE	114.30	1,500	243.90		
	03 -5876313	ELECTRIC UTILITY	1,091.93	11,770	2,669.88- Y		
	03 -5876314	GAS UTILITY	27.17	500	473.83		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	03 -5676515	TELEPHONE UTILITY	27.09	300	26.29		
	03 -5676511	FBI LOAN #119817 PAYMENTS	2,510.00	30,300	1,647.24		
	06 -5549309	CONTRACT SERVICES	670.76	10,000	3,597.56		
	06 -5549315	TELEPHONE UTILITY	231.69	2,600	92.95-	Y	
	09 -5664327	SUB TITLE D EXPENSE	1,450.53	67,700	42,411.47		
	27 -5655214	TOURISM EXPENSE	1,618.85	39,243	4,283.26		
	27 -5655346	FESTIVAL/JULY 4TH	6,048.50	14,875	1,350.00		
	27 -5655352	MISC PRIDE IN MOALPSTER	2,300.00	27,600	2,300.00		
	27 -5655353	MAIN STREET PROGRAM	1,550.00	12,600	1,550.00		
	28 -5654203	REPAIR & MAINT SUPPLIES	1,994.29	20,300	869.14		
	28 -5654210	CONCESSION SUPPLIES	150.28	35,000	11,353.69		
	28 -5654313	ELECTRIC UTILITY	5,032.96	65,000	4,177.27		
	28 -5654314	GAS UTILITY	149.76	20,000	12,611.38		
	28 -5654315	TELEPHONE UTILITY	110.23	3,669	1,136.40		
	28 -5654316	REPAIRS & MAINTENANCE	770.00	22,000	5,233.78		
	29 -5324257	CLOTHING ALLOWANCE	52.00	1,750	477.58		
	29 -5324315	TELEPHONE UTILITY	27.07	40,600	15,876.47		
	29 -5324337	EMPLOYEE TRAVEL & TRAINING	2,534.00	10,000	4,522.83		
	30 -5211352	MISC PRIDE IN MOALESTER	2,300.00	27,600	2,300.00		
	30 -5211353	MAIN STREET PROGRAM	1,550.00	12,600	1,550.00		
	30 -5211360	ECONOMIC DEVELOP. SERVICES	10,629.45	201,952	23,176.85		
	30 -5211510	CRS / FDC DURABLE LOAN	282.50	3,390	0.00		
	30 -5652401	CAPITAL OUTLAY	111,969.25	602,000	102,919.00		
	32 -5215213	EXPENSE FOR PARKS (TREES)	250.00	5,360	481.21		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	21,253.72	378,972	27,309.27		
	35 -5862212	FUEL EXPENSE	125.00	19,081	14,246.90		
	35 -5862310	TELEPHONE UTILITY	61.54	830	164.30		
	36 -5215315	THIRD PARTY ADM FEES	941.08	12,000	300.00		
	41 -5715402	HWY 69 RELOCATE	119,765.94	876,368	31,530.50		
	41 -5321401	CAPITAL OUTLAY	6,349.90	159,000	6,461.43		
	41 -5542401	CAPITAL OUTLAY	2,361.99	110,500	1,460.08		
	41 -5865510	LEASE PAYMENTS	5,378.84	40,547	0.92		
	41 -5975401	12 INCH WATER MAIN- TAYLOR	1,343.00	246,917	30,336.00		
	** 2011 2012 YEAR TOTALS **		452,290.02				

NO ERRORS

** END OF REPORT **

PACKET: 08203 CLAIMS FOR 6/12/2012

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	5/2012	3,554.68CR
01	6/2012	84,516.45CR
02	5/2012	2,302.05CR
02	6/2012	48,890.67CR
03	5/2012	1,146.67CR
03	6/2012	2,510.00CR
08	5/2012	231.89CR
08	6/2012	670.76CR
09	6/2012	1,450.53CR
27	5/2012	1,363.97CR
27	6/2012	7,653.38CR
28	5/2012	5,293.02CR
28	6/2012	2,914.57CR
29	5/2012	79.57CR
29	6/2012	2,534.00CR
30	5/2012	236.04CR
30	6/2012	130,991.16CR
32	6/2012	250.00CR
35	5/2012	61.54CR
35	6/2012	21,407.72CR
36	6/2012	941.68CR
41	6/2012	133,199.67CR
=====		
ALL		452,200.02CR

Jane Woodliff BIO

We moved to McAlester in 1989. I taught Family and Consumer Science at Savanna High School from 1989 until I retired in 1997.

I have both a bachelor's and a master's degree from the University of Oklahoma. In 2006 I was selected as a McAlester Woman of Action.

During my teaching career, I was a volunteer HIV/AIDS educator for the Red Cross. I also volunteered for 10 years for CASA.

I am married to Lance Woodliff who works at First National Bank. We have 2 grown children and 5 grandchildren.



Southeastern Public Library System of Oklahoma

McALESTER PUBLIC LIBRARY
401 North Second Street
McAlester, Oklahoma 74501
918.426.0930

May 1, 2012

Dear Mayor and Council Members:

As of May 15th the Library Advisory board member Jeanne Nelson will be moving to Texas. This will create a vacancy on the Board. Jeanne has been a tireless worker and a thoughtful contributor to this Board. She has provided both leadership and inspiration over the years and will be greatly missed.

Mrs. Jane Woodliff has been approached and has agreed to serve on the board if appointed. Jane is an avid reader and long time resident of McAlester. She has served on the boards of many organizations over the years. We hope the Council will appoint Mrs. Woodliff to fill the vacancy left by the departure of Jeanne Nelson.

Yours truly,

A handwritten signature in cursive script that reads "Jan Grubbs".

Jan Grubbs,
McAlester Library Advisory Board Chair

Contact Information
Jane Woodliff
1518 Belmont
McAlester, OK. 74501
423-1052
5 year term to 2017

4784 E. Trice Road
McAlester, Oklahoma
74501

4 - 28 - 2012

The second week of May, I will be moving to Texas, and must resign from the library board. Thank you for the opportunity; I found it to be a rewarding experience.

Sincerely,
Jeanne Nelson



EXHIBIT A

PARTICIPATING ENTITY ADDENDUM FOR HIGHER EDUCATION, K-12, AND MUNICIPAL INSTITUTIONS

This Participating Entity Addendum (“Addendum”) is entered in between Blackboard Connect Inc. (“Blackboard Connect”) and City of McAlester, OK – Pittsburg County, OK E911 (“Customer”). The Customer and Blackboard Connect may hereinafter be collectively referred to as the “Parties” or individually, as the “Party.”

Whereas, Oklahoma State Regents for Higher Education (“OSRHE”), by and through OneNet, has procured the services of Blackboard Connect to provide a fully hosted alert notification system for emergency notifications, by way of a Master Agreement dated September 16, 2009 (the, “Agreement”), which is incorporated by reference; and

Whereas, the Agreement permits Customer (as defined in the Agreement), to subscribe to the **Connect-ED**® service or the **Connect-CTY**® service in accordance with the Agreement by executing this Addendum, and the Customer has determined that it would like to subscribe to the **Connect-ED** service or the **Connect-CTY** service.

Now, therefore the Parties agree as follows:

1. **EFFECTIVE DATE AND DURATION.** This Addendum becomes effective upon signature of the parties. The Connect-Ed Service will begin on June 1, 2011 and will end on May 31, 2012 (“initial Term”). Unless earlier terminated or renewed, this Addendum shall continue for three years from the date of full execution by the parties, (unless sub-section (a) below applies). Provided that the Agreement remains in effect, the Addendum will be automatically renewed for up to two successive periods of one year each (“Term”).
 - (a) For Participating Entities that execute the Addendum prior to December 31, 2009, and require a renewal date of July 1, 2010, Blackboard Connect will send a prorated invoice to run from the date of full execution of the Addendum to June 30, 2010.
2. **NON-APPROPRIATION.** The Customer may terminate this Addendum on sixty (60) days written notice without penalty should the Legislature: (i) fail to appropriate sufficient funding to Customer for this Addendum; (ii) reduce the appropriations or Customer’s authority to spend appropriations; or (iii) limit funding to a level that Customer reasonably deems insufficient to continue this Addendum. This section does not relieve Customer of payment obligations for services provided prior to Customer’s termination notice. Customer may also terminate this Addendum pursuant to Section 18 of the Agreement.
3. **SERVICE TERMS.** Blackboard Connect agrees to provide the **Connect-ED** service or the **Connect-CTY** service to the undersigned Customer upon the same service terms outlined in the Agreement. Unless specifically indicated in this Addendum, all other terms and conditions of the Agreement shall apply to both parties.
4. **REPRESENTATIONS.** The Customer represents that: (i) it will comply with all applicable laws, regulations, and the Participating Entity Addendum in the use of the **Connect-ED** service or the **Connect-CTY** Service and with respect to the content and transmission of its messages sent using the **Connect-ED** service or the **Connect-CTY** service; (ii) it will use best efforts in providing accurate and complete data for its recipients (“Customer Data”); (iii) it has met all legal and regulatory requirements in providing, and using, the Customer Data, in connection with the **Connect-ED** service, or the **Connect-CTY** service, including, but not limited to, obtaining requisite consents to call intended recipients (each a “Recipient”); (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard Connect in the event of an actual or suspected unauthorized access to its



account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the *Connect-ED* service or *Connect-CTY* service; (vi) it will not subject Blackboard Connect to any regulations or laws due to the import of certain data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer licenses data from Blackboard Connect, it will only use such data to contact individuals pursuant to the use of the *Connect-ED* or *Connect-CTY* service and is prohibited from downloading or making copies of such data; and (ix) it will not use the *Connect-ED* or *Connect-CTY* service in combination with products or services not provided by Blackboard Connect or in a manner for which the *Connect-ED* or *Connect-CTY* service was not designed, which would cause the Blackboard Connect Service to infringe on a third party intellectual property right. The Customer, to the extent permitted under Oklahoma law and subject to the Oklahoma Governmental Tort Claims Act, agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Participating Entity distributes using the *Connect-ED* or *Connect-CTY* service or the Customer's use of the Blackboard Connect Service.

- 5. **SERVICE FEE.** In return for the use of the *Connect-ED* or *Connect-CTY* service, the Customer will pay to Blackboard Connect the applicable Service Fee in accordance with the payment terms and tables specified in Exhibits B, C or D and Section 7 of the Agreement. Accordingly the Customer will pay the following fees to Blackboard Connect (collectively, the "Service Fee"):

For the period of June 1, 2011 through May 31, 2012 of the Initial Term, the Message Fee will be \$31,436.00 (i.e., \$2.00 x 15,718 Recipients). A total Service Fee of \$31,436.00 (including the waived Support Fee) will be invoiced upon execution of the Agreement and due within 30 days of invoicing.

Tick the appropriate box (as applicable)

- Emergency Usage
- Unlimited Usage

- 6. **PRIVACY POLICY AND ACCEPTABLE USE POLICY.** The Customer agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "Policies") (which can be found at the Blackboard Connect Website located at www.blackboardconnect.com, as amended from time to time. In the event of an express conflict between the terms of the Agreement or this Addendum and the Policies, the controlling document will be the Agreement, then this Addendum, then the Policies.
- 7. **CONFIDENTIALITY.** The term "Confidential information" shall include, but is not limited to, the *Connect-ED* service or *Connect-CTY* service and all documents and materials relating to the provision of the *Connect-ED* service or the *Connect-CTY* service including but not limited to training manuals. The Customer agrees to limit access to the Confidential Information to those of its employees and other parties who have a business need for the access. The Customer may disclose Confidential Information in accordance with the Oklahoma Public Records laws provided however that the Customer agrees to give Blackboard Connect notice prior to such disclosure.
- 8. **LIMITATION OF LIABILITY.** In no event will Blackboard Connect, its officers, employees, representatives or licensors be liable to a Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the Customer or any third party (including without



limitation, business interruption, downtime, or any use of, or failure to use the Blackboard Connect Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of this Contract, the Blackboard Connect Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard Connect, its officers and employees will not be liable for any damages or injury with respect to the performance of the Blackboard Connect Service, caused by or resulting from any act, omission or condition beyond Blackboard Connect's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Customer's or any third party's applications, hardware, software or communications equipment or facilities. Under no circumstances will the aggregate liability of Blackboard Connect to the Customer or any third party arising out of or related to this Contract or the provision of the Blackboard Connect Service, exceed the aggregate fees paid to Blackboard Connect by the Customer under this Contract during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Contract have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Blackboard Connect for liability which cannot be excluded by law. Subject to the Oklahoma Governmental Tort Claims Act, Customer agrees to be responsible for the negligence of its agents and employees in connection with any claims or action that arises from the content of any messages the Customer distributes using the service or the Customer's use of the service. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 8 and 9 of the Participating Entity Addendum are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this contract would be substantially different.

TO THE EXTENT ANY LIMITATION OF LIABILITY CONTAINED HEREIN IS CONSTRUED BY A COURT OF COMPETENT JURISDICTION TO BE A LIMITATION OF LIABILITY IN VIOLATION OF OKLAHOMA LAW, SUCH LIMITATION OF LIABILITY SHALL BE VOID.

9. **LIMITED WARRANTY.** THE BLACKBOARD CONNECT SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BLACKBOARD CONNECT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE BLACKBOARD CONNECT SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

10. **PURPOSE, TITLE, DATA ACCURACY, STAISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT.** NEITHER BLACKBOARD CONNECT NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE BLACKBOARD CONNECT SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE BLACKBOARD CONNECT SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION; AND BLACKBOARD CONNECT AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE BLACKBOARD CONNECT SERVICE. In the event of the Blackboard Connect Service's failure to comply with this Addendum, the Customer's sole remedy shall be to terminate this Addendum. The Customer acknowledges and agrees that the Blackboard Connect Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Blackboard Connect Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable



VOID IF EXECUTED AFTER JUNE 30, 2011
CITY OF MCALESTER, OK - PITTSBURG COUNTY, OK E911

law, Blackboard Connect shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Blackboard Connect Service is not intended to replace First Responder Services, or to be used for communication with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Blackboard Connect Service.

11. SIGNATURES. By signature below, the parties agree to be bound by this Addendum.

Blackboard Connect Inc.

Jess Frazier 5/13/11
Signature Date
Jess Frazier
Print Name
Vice President
Title

Customer/ Participating Entity: City of McAlester, OK -
Pittsburg County, OK E911

[Signature] 5/13/11
Signature Date
Kevin Brink
Print Name
Mayor
Title

EXHIBIT D

TABLE 3

Municipalities and Counties Pricing for Participating Entity Customer

	NEW BLACKBOARD CONNECT CLIENT	EXISTING BLACKBOARD CONNECT CLIENT
--	-------------------------------	------------------------------------

Annual Support Fee	Waived	Waived
Annual Message Fee	The Annual Message Fee = \$2.00 per recipient for unlimited usage The pricing is locked for 3 years	Existing clients may renew for 3 additional years at the time of their standard contract anniversary and renewal date. The Annual Message Fee = \$2.00 per recipient for unlimited usage The pricing is locked for 3 years
Additional Conditions	Must sign entire population First year contract may be prorated if started after July 1 in order for the renewal and anniversary date to be 07/01	Must sign entire population. First year contract may be prorated if started after July 1 in order for the renewal and anniversary date to be 07/01

PAYMENT TERMS

Upon full execution of the Participating Entity Addendum by Blackboard Connect and the Customer, Blackboard Connect will send the Customer an invoice for the first year's annual Support Fee and annual Message Fee (collectively, the "Service Fee"), or pro-rated portion thereto. Thereafter the Service Fee will be invoiced on an annual basis.

The Service Fee is paid at the beginning of each annual period and is due in no event later than forty-five (45) days after the date of an invoice from Blackboard Connect. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law.

The Service Fee does not include any sales, use, or other taxes, government fees or levies on the provision of the *Connect-CTY* Service. The Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt therefrom and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable law in which case the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.

Cliff Pitner, CFM

PHONE 918-423-9300

EXT. 4951

FAX 918-421-4943

PAGE 1 OF 5

***** ENGINEERING DEPARTMENT *****

DATE: 5-17-11 2:00pm

TO: Lee Kicker FAX 818-450-0425

COMPANY: BLACK BOARD Connect

FROM: Cliff Pitner

SUBJECT: Signed Contract Document

MESSAGE

AMENDMENT
TO THE CONNECT-CITY SERVICES AGREEMENT DATED MAY 13, 2011 BETWEEN BLACKBOARD CONNECT
INC. AND CITY OF MCALESTER, OK - PITTSBURG COUNTY

This Amendment to the Exhibit A Participating Entity Addendum for Higher Education, K-12, and Municipal Institutions Addendum dated May 13, 2011 ("Addendum") between Blackboard Connect Inc. ("Blackboard Connect") and City of McAlester, OK - Pittsburg County ("Customer") is made as of the last signature date below ("Amendment").

The purpose of this Amendment is to add Weather Alerts to the Addendum.

The Parties hereby agree to the following terms and conditions:

1. The following is hereby added to Section 3., entitled "Service Terms" as a new subsection a.:

a. **Weather Alerts.** Weather alert bulletins provided by NOAA, and delivered by a Blackboard initiated notification via voice, email and SMS (the "Weather Alerts") to Recipients. The Weather Alerts are available in the following four distinct categories: a) tornado alerts; b) severe thunderstorm alerts; c) flood alerts; and d) special marine alerts. The Weather Alerts shall be distributed by Blackboard based on NOAA issuing the applicable weather bulletin, which may occur at any time, 24 hours/day. In consideration for the use of Weather Alerts, the annual fee of \$2,500.00 ("Weather Alerts Fee") will be waived for the period May 26, 2011 through May 31, 2012. Delivery of Weather Alerts for additional periods shall be subject to the Parties mutual agreement, including, without limitation, agreed pricing.

2. The following is hereby added to the end of section 9., entitled "Limited Warranty" and will read as the following:

"Customer acknowledges and agrees Blackboard is delivering weather information created and provided by NOAA, and not Blackboard. Weather forecasting is an inexact science. Blackboard makes no express or implied warranties, guarantees or affirmations that weather will occur or has occurred as the NOAA alerts, reports, forecasts, data, or information state, represent or depict and it shall have no responsibility or liability whatsoever to Client or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. CUSTOMER AND THIRD PARTIES ARE SOLELY RESPONSIBLE FOR ACTION OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY."

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date written below.

BLACKBOARD
650 MASSACHUSETTS AVE. NW 6TH FLOOR
WASHINGTON, DC 20001

CUSTOMER: CITY OF MCALESTER, OK-PITTSBURG
COUNTY

Signature
TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Signature
Kevin E. Priddy
Kevin E. Priddy, Mayor

Print Name and Title

Date:

Date:



LEASE

This agreement and indenture of lease made this 15th day of May, 2003, by and between the CITY OF McALESTER, a municipal corporation of the State of Oklahoma, hereinafter called "City", and the McALESTER AIRPORT AUTHORITY, hereinafter called "Authority", as LESSOR, and FIRST NATIONAL BANK AND TRUST COMPANY OF McALESTER, a corporation, as LESSEE, hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer is desirous of constructing a certain aircraft hanger for use by Developer, and Developer has agreed to construct, operate and maintain said aircraft hanger under the terms hereinafter set forth; and

WHEREAS, it has been determined by City and Authority that the leasehold title to the property hereinafter described is not now nor will it, during the term of this lease, be needed by City and Authority for public purposes and that accordingly, said property may be used for the purpose aforesaid; and

WHEREAS, this agreement and indenture of lease was presented to and approved by the Airport Advisory Board of the City of McAlester and duly entered upon its minutes the 9th day of July, 2003 and approved by the City and Authority by ~~Resolution~~ on the 22nd day of July, 2003.

NOW, THEREFORE, this agreement and indenture of lease WITNESSETH: that for and in consideration of the demised premises and of the rents, covenants and conditions herein reserved, mentioned and contained on the part of the Developer, its successors and assigns to be paid, kept and performed, City and Authority have demised and leased and by these presents do hereby demise and lease unto the Developer, its successors and assigns, and Developer does hereby take upon and subject to the terms and conditions, covenants and agreements hereinafter expressed, the following described property:

See Attached Exhibit for "Initial" layout and size of site.

Together with an easement or right-of-way for use in common solely for the purposes and subject to the conditions hereinafter set forth over the taxiways and runways now existing at said airport.

To have and to hold the demised premises, being the project site, together with the right to use the entrance road right-of-way for the purposes and subject to the terms and conditions hereinafter set forth, unto Developer, its successors and assigns for the full term of twenty-five (25) years commencing from the date of the completion of the improvements to be constructed thereon as herein provided, which shall be considered as the commencement of the term hereof, unless this agreement and indenture of lease shall sooner terminate as hereinafter provided, in which case the term shall expire on the effective date of such termination.

As consideration for said lease, Developer shall pay to City and Authority the fixed yearly rent of One Dollar (\$1.00) payable in advance on the day of commencement of the term and payable thereafter on the same month and day of each year during the term.

This agreement and indenture of lease is made, granted and accepted upon the foregoing and the following covenants and conditions, all and each and every one of which City and Authority and Developer respectively covenant and agree to keep, perform and observe, each to the extent that the same are binding or expressed to be binding upon it.

All provisions of this lease shall be deemed and construed to be "conditions" as well as "covenants", as though the words specifically expressing or importing conditions and covenants were both used in each separate provision of this lease.

ARTICLE I

Construction of Building Project.

Section 1.1. Developer agrees to construct an aircraft hangar containing 4,030 square feet on the property hereinbefore described, in accordance with plans of the

Developer dated May 13, 2003, which has heretofore been attached as Exhibit "A" in accordance with the building codes of the City of McAlester and all requirements of the Federal Aviation Authority, all final plans and specifications to be subject to the approval of the Airport Advisory Board.

Section 1.2. The airport hangar to be constructed, including appurtenances, to house and store privately owned aircraft.

Section 1.3. All work performed by Developer and under any subcontract shall be done and performed subject to the approval of the City Engineer of City. All work shall be completed and ready for occupancy not later than the expiration of 180 days after execution of this agreement provided, however, that Developer shall not be responsible for delays caused by fire, casualty, strikes, lockouts or labor disturbances, by acts of God or the public enemy, by order, direction or lawful interference by any municipal, state or federal government official or agency, or by injunction or other order beyond Developer's control.

ARTICLE II

Payment of Rent and Taxes

Section 2.1. Developer will pay, without notice or demand, the basic rent herein reserved and all other sums which under any provisions of this lease may become additional rent hereunder at the times and in the manner in this lease provided at the office of the City Treasurer of the City of McAlester.

Section 2.2. It is contemplated that by reason of the ownership of City, the demised premises shall be exempt from assessment for ordinary county and state real estate taxes during the entire term of this lease, but in the event the demised premises, or any part thereof, are at any time during the term of this lease assessed for county or state real estate taxes, either against City and Authority or against Developer, Developer shall pay and discharge the full amount of all taxes of whatsoever kind or character that may be assessed or imposed against either the City and Authority or the Developer accruing during the term of this lease arising from the construction, ownership, operation and maintenance of said building.

Section 2.3. If Developer shall at anytime fail to maintain any of the insurance policies provided for hereafter, shall fail to make any other payment on its part to be made as in this lease provided, or shall fail or refuse to do such work of maintenance and repair of the leased premises as may be required by this agreement, then City and Authority, without demand on Developer, and without waiving or releasing Developer from any obligations in this agreement, may, but shall not be obligated to, effect any such insurance coverage and pay the premiums thereof, make such other payment on the part of the Developer to be made as in this agreement provided, or cause such work of maintenance and repair to be done and performed. All sums paid by City and Authority and all necessary and incidental costs and expenses in connection with the performance of any such act by City and Authority shall be deemed additional rent hereunder and shall be payable to City and Authority on demand or on the next annual rental payment date.

ARTICLE III

Insurance

Section 3.1. During the term of this lease, Developer shall, at its sole cost and expense, keep the building on the demised premises insured, on forms and with companies satisfactory to City and Authority, for the benefit of City and Authority and Developer, as their respective interests may appear, in an amount equal to not less than the full insurable value (a) against loss or damage by fire, and (b) against loss or damage from risks covered by standard board or extended coverage form of endorsement.

Section 3.2. During the term of this lease, Developer shall also, at its sole cost and expense, maintain public liability insurance, on forms and in companies satisfactory to City and Authority, against claims for personal injury, death or property damage occurring upon, in, or about the demised premises, and on, in, or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to injury to or death of a single person, and not less than Three Hundred Thousand Dollars (\$300,000.00) in respect to any one accident, and to the limit of not less than One Hundred Thousand Dollars (\$100,000,00) in respect to property damage for any one accident. Policies for such insurance shall be for the mutual benefit of City and Authority and Developer; provided,

however, that Developer shall have the option of having such policies written for the benefit of City and Authority, similar insurance in a similar amount under an owner's protection liability insurance policy.

Section 3.3. The City Treasurer of the City of McAlester shall act for City and Authority in approving insurance policies and companies pursuant to the provisions of this article. Certifications of all such policies of insurance (or of the renewals thereof) shall be furnished to and deposited with the City Treasurer of the City of McAlester, accompanied by evidence satisfactory to the City Treasurer of the City of McAlester that the premiums thereon have been paid, not less than 10 days prior to the expiration of any then current policy.

Section 3.4. The premiums on all insurance policies in force at the termination of this lease shall be apportioned between City and Authority, and Developer in such manner that City and Authority shall reimburse Developer for that portion of the aggregate premiums unearned on all such policies of insurance in force at the termination of this lease, and said policies shall thereupon be transferred to City and Authority and all future interest of Developer therein terminated.

Section 3.5. All policies of insurance issued pursuant to the provisions of this Article III shall contain an agreement by the insurer that such policies shall not be cancelled without at least 10 day's prior written notice to City and Authority.

Section 3.6. Nothing in this Article III shall prevent Developer from taking out insurance of the kind provided for under Section 3.1 of this lease under a blanket insurance policy or policies which can cover any properties owned, leased or operated by Developer, as well as the building on the demised premises, nor from including any insurance provided for in Section 3.2 of this lease under a blanket insurance policy or policies maintained by Developer with respect to this and other properties owned, leased or operated by it or by a Developer's subsidiary, provided, however, that any such policy or policies of blanket insurance of the kind provided for by Section 3.1 of this lease shall specify therein, or Developer shall furnish the City Treasurer of the City of McAlester with a written statement from the insurer under such policy or policies specifying (a) the amount of the insurance allocated to the building on the demised premises, which amount shall be not less than the amount required by Section 3.1 of this lease, and (b) that any

loss payable in respect of such building shall be adjusted and shall be paid as provided in Section 3.4 of this lease.

ARTICLE IV

Repairs and Maintenance of Demised Premises

Section 4.1. During the term of this lease, Developer will, at its sole cost and expense, keep and maintain the demised premises, appurtenances and utilities and each and every part thereof, including roofs and exterior walls, in good condition and repair, and will make all necessary repairs, both exterior and interior to the demised premises, and necessary replacement of machinery and equipment to the end that the property shall at all times be kept in good condition and repair for the purposes for which the said property is being used; all subject, however, to the provisions with respect to damage and destruction set forth in Article V of this lease.

Section 4.2. When used in this Article IV, the term "repairs" shall include replacement or renewals, when necessary, and all such repairs made by Developer shall be at least equal in quality and class to the original work.

ARTICLE V

Damage or Destruction

Section 5.1. In the event the building on the demised premises is destroyed by fire or other casualty, or is partially destroyed so as to render it unfit for occupancy, or in case it is so badly damaged that it cannot be reasonably repaired, then this lease shall, at the option of City and Authority or Developer, terminate, the premises shall be restored and the insurance proceeds applied to such restoration to the extent available; any excess cost to be borne by Developer. If developer elects to terminate this lease, it shall at once surrender the premises and all interest therein to the City and this lease shall be deemed to have terminated and the term thereof to have expired on the date of the damage or destruction. If Developer elects to restore the premises, it shall promptly repair, restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such destruction, or with such changes or alterations as may be agreed upon by the parties hereto.

Section 5.2. In the event the building on the demised premises is damaged by fire or other casualty but can be repaired within one hundred twenty (120) working days after a contract therefore is let, or in the event only the landscaping or exterior facilities or other exterior improvements to the demised premises are destroyed or damaged, then Developer shall promptly repair, restore, and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as may be agreed upon by the parties hereto.

ARTICLE VI

Mechanics' Liens; Waste, etc,

Section 6.1. During the term of this lease, Developer shall not suffer or permit any mechanics' or materialmens' lien to be filed against the interest of the City and Authority in the demised premises or against Developer's leasehold interest in the demised premises.

Section 6.2. Developer will not do or suffer any waste to the building hereafter constructed on the demised premises.

ARTICLE VII

Title or Leasehold Estate

Section 7.1. At the conclusion of the lease term herein provided, title to the leasehold estate, including all improvements erected thereon under this agreement, or any other agreement, shall pass to the City of McAlester.

Section 7.2. All improvements constructed upon the demised premises by the Developer shall, immediately upon completion thereof, become the property of the City, and Developer shall, upon such completion, execute such conveyances as are required by the City to evidence such ownership, including covenants of warranty.

ARTICLE VIII

Non-exclusive Provisions

Section 8.1. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958.

Section 8.2. The lessor reserves the right to further develop or improve the landing area of the airport as it deems fit, regardless of the desires or views of the lessee, and without interference or hindrance.

Section 8.3. The lessor reserves the right, but shall not be obligated to the lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the lessee in this regard.

Section 8.4. The lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the lessor would limit the usefulness of the airport or constitute a hazard to aircraft, or conflict with the master plan.

Section 8.5. During time of war or national emergency the lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

Section 8.6. This lease shall be subordinate to the provisions of any existing or future agreement between the lessor and the United States, relative to the operation and maintenance of the airport.

ARTICLE IX

Miscellaneous

Section 9.1. This lease contains the final and entire agreement between the parties hereto and contains all the terms and conditions agreed upon and no other agreement, oral or otherwise, regarding the subject matter of this lease shall be deemed to exist or to bind the parties hereto.

Section 9.2. This lease shall be construed and enforced in accordance with the Laws of the State of Oklahoma.

Section 9.3. The covenants and agreements herein contained shall bind and enure to the benefit of City and Authority, its successors and assigns, and Developer, its successors and assigns.

This agreement executed in triplicate, each of which shall be deemed to be an original, pursuant to resolution of the City Council of the City of McAlester the day and year first above written.

	City of McAlester, a Municipal Corporation
<u>Bobbie Lany</u>	<u>Alec Cunningham</u>
Attest:	By: Mayor
	McAlester Airport Authority
<u>Bobbie Lany</u>	<u>Alec Cunningham</u>
Attest:	By: Chairman
	First National Bank & Trust Co. of McAlester
<u>Glenn & Webster</u>	<u>Carl Ford</u>
Attest:	By: Vice Chairman

Exhibit (A)

1st National Bank – City of McAlester
Hangar Lease Agreement

HANGAR LEASE AREA

A TRACT, PIECE OR PARCEL OF LAND CONTAINING 0.16 ACRES IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 25, T.5.N., R.14E., PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, THENCE N.89° 58'58"E. ALONG THE NORTHERLY LINE OF SAID SECTION 25 A DISTANCE OF 1121.27 FEET, THENCE S. 00°01'02"E. A DISTANCE OF 738.93 FEET TO THE POINT OF BEGINNING, THENCE N.72°52'42"W. A DISTANCE OF 82.00 FEET, THENCE S.17°07'18"W. A DISTANCE OF 85.00 FEET, THENCE S.72°52'42" E. A DISTANCE OF 82.00 FEET, THENCE N.17°07'18"E. A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

**Airport Advisory Board
City of McAlester
2nd & Washington Streets
McAlester, Oklahoma 74501**

Chairman

David Verner

Members:

- Carlton Bass
- Dr. Mike Boyer
- Cecil Craig
- Bob Ettner
- Brad Fenton
- Randy Lindley
- Steve Otis

INTER - OFFICE MEMORANDUM

DATE: July 14, 2003

To: Randy Green, City Manager

From: Butch Mellor, Airport Manager

RE: FNB Lease



Enclosed for the Council's review and approval is a request from First National Bank and Trust for a twenty-five (25) year hanger lease at the rate of one dollar (\$1.00) per year.

This was approved at the July 9, 2003, Airport Advisory Board meeting.

CITY OF McALESTER



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

DATE: June 25, 2003

TO: McAlester Airport Advisory Board

FROM: Randy Green, City Manager

RE: Lease of Airport Property / Hangar Construction

Please find attached a lease between the City of McAlester, the McAlester Airport Authority and the "First National Bank" for the purpose of leasing airport property for the construction of an airport Hangar and ramp and taxi ramp.

The Hangar, the ramp and taxi ramp will be constructed by the First National Bank and be maintained and controlled by the bank, based on this lease for a period of 25 years.

The locations as attached to the lease must be considered "initial" until the bank locates the exact location based on the FAA requirements for glide slope. The exact location will be a part of this lease.

The City Attorney has reviewed the conditions of the lease and finds it to be in order.

Please review and forward your recommendations to the City Council for their action.

ERIC FASSIO
DAVE ATTEBURY
MICHAEL T. DAWKINS

COUNCIL

JAMES M. BROWN
CHARLES REPASS
LOUIS SMITHERMAN

MAYOR
DALE COVINGTON

CITY MANAGER
RANDY GREEN

FIRST NATIONAL BANK
AND TRUST CO. OF McALESTER, OKLAHOMA
Member FDIC



CARLTON BASS
VICE CHAIRMAN

McAlester Airport Advisory Board
2nd & Washington
McAlester, Oklahoma 74501

May 13, 2003

Re: Ground Lease

Dear Board:

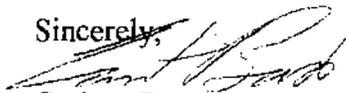
The First National Bank is wishing to acquire a plane that currently no hanger will hold at the airport. The plans for the airport to build new hangers under the rules and guidelines of the city process is a very difficult and timely path to follow.

With this time element in mind and the market conditions of the aircraft market, the bank would like to enter into a ground lease and have permission to build our own hanger. I have enclosed a drawing of the area that we would like to develop. We know there is some height plane that will determine where the hanger could be placed in relation to distance from the center line of the runway. With this in mind, that would be the determining factor on where exactly the front of the hanger would sit. I estimate the cost of this project at over 100 k and have copied the only existing lease document that the city has ever entered into and feel it should be acceptable for our use.

Estimated time of construction would be 16 weeks for the building and paving construction. All Plans and Specifications would be submitted on the final drawings for city engineer and board approval to verify that all codes and regulations were complied with on the city, state and FAA level.

Again, time is of the essence and would appreciate a prompt response to this request.

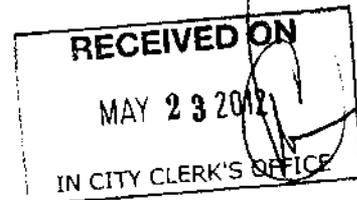
Sincerely,



Carlton Bass

s





May 21, 2012

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

RE: Member : City of McAlester
 Claimant : Tommy Cravens
 Date of Loss : 3-20-12
 Claim No. : 32138-ME

Dear Ms. Middleton:

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

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim. Thus to begin the 180-day statute of limitations prior to 7-9-12, we suggest you docket this claim for denial at the next meeting of your municipal governing body. For the 180-day period to start running, the claimants **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

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

Sincerely,

Mary Ellis, CPCU
Senior Claims Examiner

May 21, 2012

Mr. and Mrs. Tommy Cravens
1103 McArthur
McAlester, OK 74501

RE: Member : City of McAlester
Claimant : Tommy Cravens
Date of Loss : 3-20-12
Claim No. : 32138-ME

Dear Mr. and Mrs. Cravens:

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

Our investigation indicates that the cause of this sewer backup was inflow and infiltration from excessive rainfall and the City of McAlester had no knowledge of this problem prior to the sewage backup at 526 E. Wichita, McAlester, Oklahoma.

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

Sincerely,

Mary Ellis

Mary Ellis, CPCU
Senior Claims Examiner

cc: City of McAlester ✓

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



Oklahoma Municipal Assurance Group

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

April 18, 2012

Tommy Cravens
1103 McArthur
McAlester, OK 74501

Re: Member : City of McAlester
Claimant : Tommy Cravens
Date of Loss : 3/26/12
Claim Number : 32138-ME

Dear Mr. Cravens:

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

Sincerely,

A handwritten signature in cursive script that reads 'Mary Ellis'.

Mary Ellis, CPCU
Sr. Claims Examiner

ME/mb

cc: City of McAlester

**FAX MESSAGE
FROM
OMAG
Oklahoma Municipal Assurance Group
3650 S. BOULEVARD, EDMOND, OK 73013-5581**

PAGE 1 OF 4

Bus: (405) 657-1400

Fax: (405) 657-1401

DATE: 4/18/12	FAX: 918-421-4971
TO: City of McAlester	ATTN: Cora Middleton
FROM: OMAG Claims Department	RE: Acknowledgement Letter/Questionnaire

NOTES/COMMENTS:

Upon completion of the Questionnaire, please email, fax or mail it to:

Mary Ellis
OMAG
P.O. Box 691719
Tulsa, OK 74169

mellis@midman.com

(918) 439-9442
(918) 439-9443 (fax)

*****Please note our new address as well as our new phone and fax numbers*****

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

City of McAlester

Fax

To: OMAG Claims Dept.

From: Cora Middleton, City Clerk

Fax: 405-657-1401

Pages: 8

Phone: 405-657-1400

Date: 04/17/2012

Re: Sewer Backup

CC:

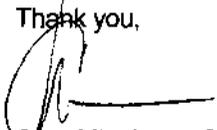
Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Mary Ellis;

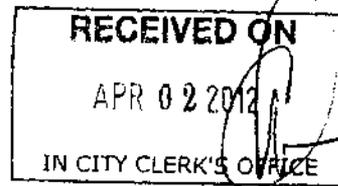
Please find following a claim for an alleged sewer backup at 526 E. Wichita, McAlester, OK., that occurred on March 26, 2012. The owner of the property is Tommy Cravens and it is rented by Brandon Hackler and Shannon Scarbrough. I believe that Shawn has previously sent information regarding this claim. Photos of this alleged damage are available if needed.

If you need any other information, please do not hesitate to contact me at the phone number listed above or at cora.middleton@cityofmcalester.com.

Thank you,



Cora Middleton, CMC
City Clerk



City of McAlester
Safety Office

Date: March 20, 2012

Reference: Sewer/Water Backup into 526 E Wichita

March 20, 2012 the Utility Maintenance Supervisor, Tim Murray, contacted me concerning sewer/water backing up inside a residence at 526 E Wichita. Murray agreed to meet me at this residence.

David Gray and James Howell had responded to the residence the night before. Gray and Howell inspected a manhole west of 6th Street in the alley. This location would be southeast of the residence. The manhole was empty.

Gray and Howell flushed the main line in the alley to the west, hit a clog, and broke it loose. Water and sewer then filled the manhole within about two feet from the top and drained the line to that manhole. Gray's opinion is there was too much rainfall. The line had stopped up causing the water and sewer to backup into the residence at 526 E Wichita.

Shannon Scarbrough and Brandon Hackler currently rent this residence from Tommy Cravens. Scarbrough provided a contact number for Cravens, 918-429-2633. Scarbrough's contact number is 918-424-1431.

I spoke with Scarbrough concerning the damage inside the residence. She reported she immediately began removing her personal items from the closet floor when she noticed the sewer and water overflowing onto the bathroom floor. Scarbrough reported she was able to move her belongings before any items were damaged.

However, Scarbrough reported two rugs, four towels, one shower curtain, and two shower liners were damaged and thrown away. David Earp with FloodServ, 918-302-5521, agreed these items had been thrown away due to the damage from sewer and water.

Earp provided information that he had arrived at the residence a little after 11:30P.M. the previous night. Earp reports that mostly rain water and some sewer had overflowed out of the shower onto the second bathroom floor and closet area. There was about one to one and a half inches of water/sewer on the floor.

Earp reported the water/sewer had come up into the bathtub in the first bathroom but did not overflow onto the floor. The toilets inside the residence did not overflow.

I photographed the bathroom floor and bathtub in the first bathroom. I also photographed an area of carpet inside the master bedroom that had to be pulled up due to damage.

Earp had removed the linoleum in the second bathroom and the carpet in the adjoining closet. Earp had removed the trim board in these areas and drilled holes in the sheetrock. Earp reported he had drilled the holes in an attempt to save the existing sheetrock. I photographed these areas as well.

Tommy Cravens arrived at the residence. I explained to Cravens I had photographed the damages. I told Cravens a report would be completed. I told Cravens that an insurance adjustor would review the report to decide if he the property owner or the City of McAlester would be liable for the damages to the property. Cravens was directed to contact the City Clerk, Cora Middleton, if he wished to file a claim against the city.

The photographs and a statement from David Gray are attached to this report.

Shawn Smith
Safety/Risk Management

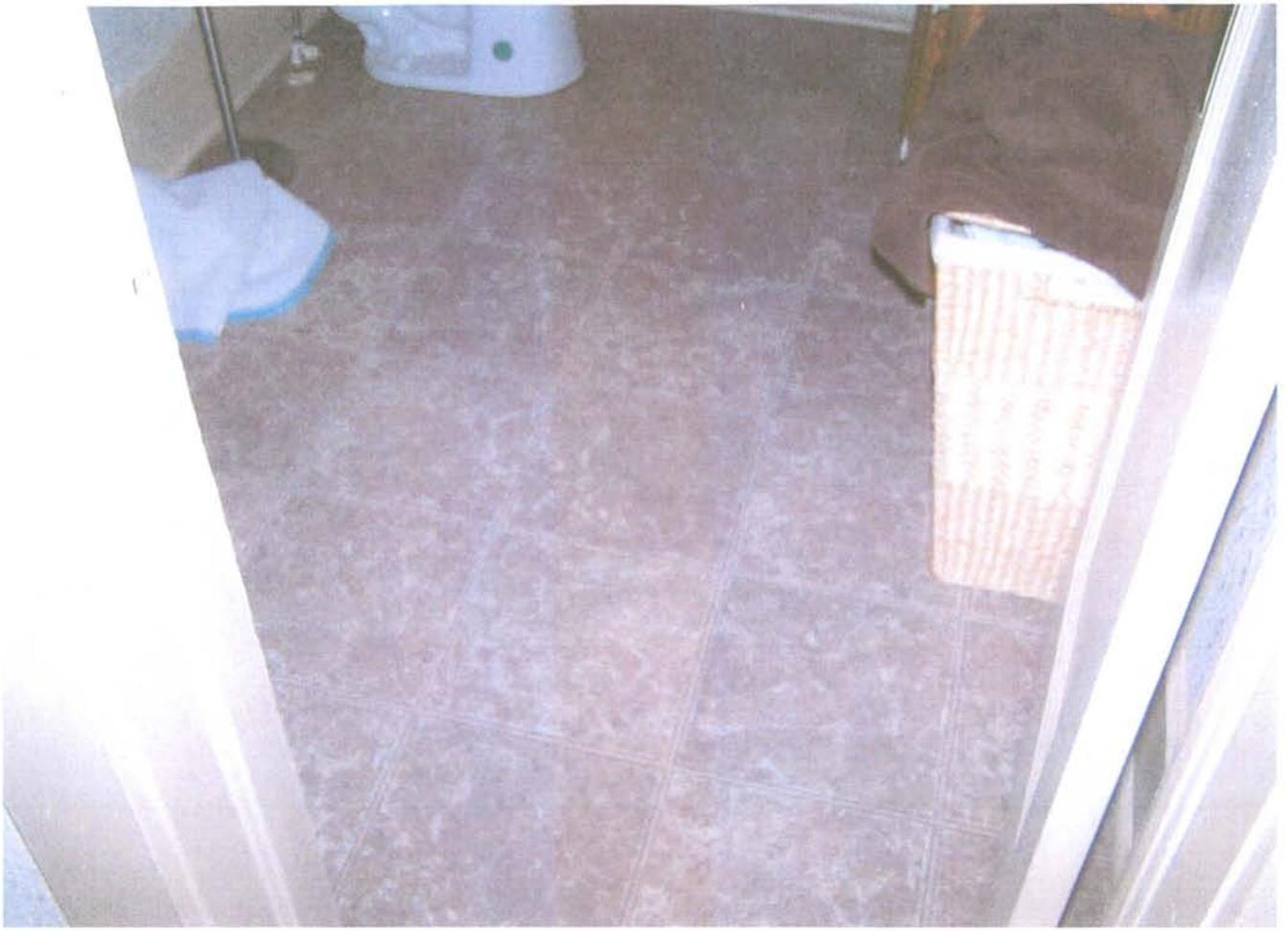
About Ewitchataw at 526 Sewer Back up.

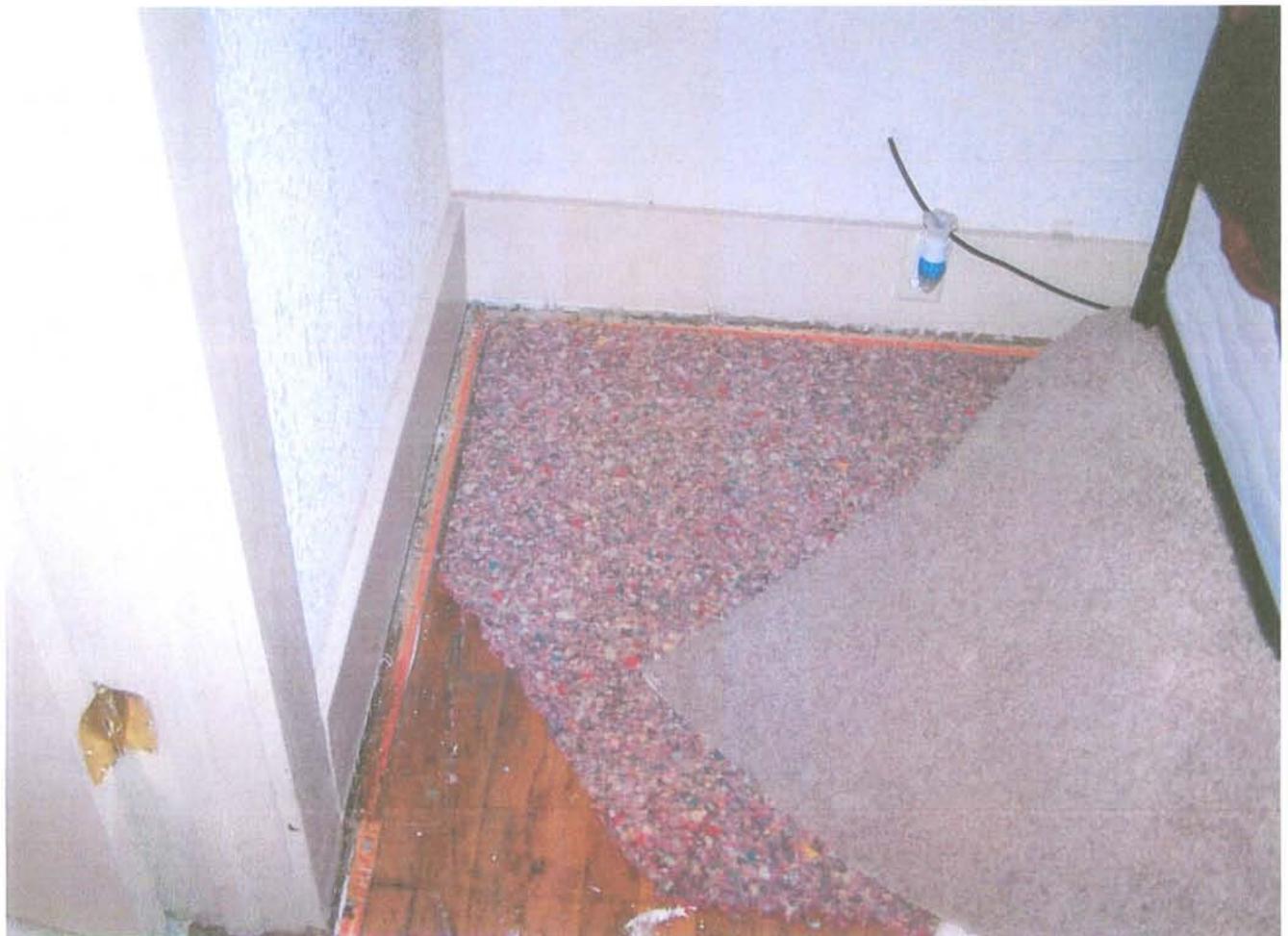
Flushed By James Howell and me David Gray. At midnight we went out on a sewer call to 526 Ewitchataw. When we got there to check it out we saw a company driving up to suck up what was getting in the man's Rent house. We spoke to the man and got the sewer flusher, filled it with water and pulled the lid on the manhole in 6th street at w.itchataw south alley. The manhole was sercharged about 2' from top we went Down stream to 6th street and witchataw and looked in that manhole, The line was handling all it could.

We then looked at the manhole west of 6th street in alley it was empty so we flushed the main line in the alley to the west and hit a clog and broke it loose. The water and sewer filled the manhole within about two feet from top and drained the line to that manhole.

The man there asked about the city helping with money for clean up and repairs. I told him to talk to Shava our safety person. In all in all to me we had to much Rain water and the line stoped up causing it to back up into the house at 526 Ewitchataw.

David Gray

















NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

RECEIVED ON
APR 10 2012
IN CITY CLERK'S OFFICE

A. CLAIMANT REPORT

To the CITY OF McAlester

Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) TOMMY CRAVENS CLAIMANT(S) SOCIAL SECURITY NO. _____
ADDRESS 1103 MCARTHUR CLAIMANT(S) DATE OF BIRTH _____
McAlester, OK 74501 PHONE: HOME: 111 / BUS: 111

Continue on another sheet if needed

- DATE AND TIME OF INCIDENT: 3/26/12 11 a.m. (11:30)p.m. for any information requested)
- LOCATION OF INCIDENT: 526 E. WICHITA, McAlester, OK 74501
- DESCRIBE INCIDENT: Back up 5th of City sewer in Alley between Wichita & Osage
causing BACK UP, Flooded Bath Room bedroom
walking closet

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

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

Describe injury _____

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

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY. \$ _____

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

VEHICLE NAME _____ BODY TYPE _____ YEAR _____

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS 526 E. WICHITA AVE.

CARPET, VINYL FLOORING, ALL TRIM & CLEAN UP

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____

LIST OTHER DAMAGES CLAIMED \$ 1143.20

TOTAL PROPERTY \$ 1143.20

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
<u>STATE FARM</u>		<u>0</u>	<u>0</u>

6. The names of any witnesses known to you.

BRANDON HACKLER 526 E. WICHITA AVE
Name Address Phone Number
DAVID EARP P.O. BOX 1812 McAlester
Name Address Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.
TOTAL CLAIM \$ 1143.20
Tommy Cravens 4/9/12
SIGNATURE(S) DATE

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

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

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on April 10, 2012, 2012

For further information on this claim contact Sharon Smith

(Title) Safety/Risk Mgmt., by telephone at (918) 423-9300 ext #4934

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

Report from Sharon Smith, Statement from David Gray - Utilities employee, Completed claim and copies of repair invoices

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

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	<u>David Gray</u>	<u>Utilities Dept.</u>	<u>918-423-9300</u>
2.			
3.			
4.			

Submitted by: Cora Middleton Date April 16, 2012

Title: City Clerk

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

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

526 Wickita

WE VALUE YOUR OPINION!

WE WANT TO KNOW ABOUT YOUR SHOPPING EXPERIENCE TODAY AT WAL-MART.

Please complete a survey about today's store visit at:

http://www.survey.walmart.com

You will need to enter the following online:

ID #: 7DL9VY1HQ1B

IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE \$1000 WALMART SHOPPING CARDS

Survey ends on 03/20/12 and is a total requirement of one (1) US or DL to enter. No purchase necessary to enter or win. To enter without purchase and for complete official rules visit www.entry.survey.walmart.com. Sweepstakes period ends on the date shown in the official rules. Survey must be taken within TWO weeks of today.

Esta encuesta también se encuentra en español en la página del Internet

THANK YOU



(918) 423 - 8585
MANAGER CHRIS MCAFEE
492 S GEORGE HIGH EXPY
MCALISTER OK 74501

ST# 0151	OP# 00000010	TE# 31	TR# 00733
RUG	003632645667		14.97 0
BATH RUG	004269425519		10.87 0
RICH BLACK	082506301728		4.88 0
BATH SHEET	082506302290		6.97 0
BATH SHEET	082506302290		6.97 0
BATH SHEET	082506302290		6.97 0
PEVA LINER	003429904589		5.96 0
PEVA LINER	003429904589		5.96 0
BATH SPONGE	007962564093		2.00 0
FAB SHR CURT	003632645661		18.88 0
SCATTER RUG	001089254486		8.77 0
	SUBTOTAL		93.20
	TOTAL		93.20
	DEBIT TEND		93.20
	CHANGE DUE		0.00

EFT DEBIT PAY FROM PRIMARY
 93.20 TOTAL PURCHASE
 ACCOUNT # **** * 1756 S
 REF # 208000863457
 NETWORK ID. 0076 APPR CODE 242288
 TERMINAL # 40026282

03/20/12 13:15:09

ITEMS SOLD 11

TC# 7316 5702 3375 9369 5375



Visit Walmart.com today for free shipping with Site to Store
03/20/12 13:15:13

DB WARREN CONSTRUCTION LLC.
PO BOX 3572
MCALESTER, OK 74502
(918)916-3600

Cravens Rentals
McAlester, OK 74501

March 30, 2012

RE: ~~523 Wichita~~ *526 Wichita*

Replace vinyl in bath room and carpet in closet.	250.00
Replace base board in bath room and closet.	200.00
Total	450.00

*pd
4/2/12*

FloodSERV

P.O. Box 1812
McAlester, OK 74502

Invoice

Date	Invoice #
3/28/2012	5393B

Bill To
Tommy Cravens 1103 McArthur Lane McAlester, OK 74501

Service For
Tommy Cravens Rent House 526 E. Wichita Ave. McAlester, OK 74501

Claim #	Terms
	Due on receipt

Description	Quantity	Rate	Amount
Water Damage Emergency Service and Structural Drying Emergency Service Call - during business hours Water Extraction in Closet, bathroom, master bedroom Removed carpet and bagged for disposal in Closet Removed pad and bagged for disposal in closet and master bedroom Removed vinyl flooring from Bathroom and Toilet area Apply antimicrobial agent on contaminated floor, walls & ceiling in closet, bathroom, stool area and master bedroom Baseboard - Detach in closet, bathroom and toilet area Drill holes for wall cavity drying in Closet, bathroom and stool area Equipment setup, take down, monitoring and moisture detection 2-Air Movers hi cfm 1-Dehumidifier - XLarge Carpet cleaning Total		600.00	600.00
Total			\$600.00
	Payments/Credits		\$0.00
		Balance Due	\$600.00**

pad
4/10/12

Thank you for your business.

Phone #
918-429-1911

E-mail
support@floodserv.com

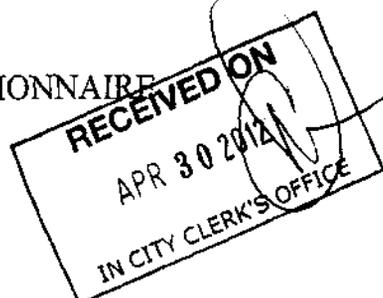
Web Site
www.floodserv.com

TRANSMISSION VERIFICATION REPORT

TIME : 04/17/2012 13:27
NAME : CITY OF MCALESTER
FAX : 9184214971
TEL : 9184214971
SER.# : BROK5J350129

DATE, TIME	04/17 13:24
FAX NO./NAME	814056571401
DURATION	00:02:54
PAGE(S)	09
RESULT	OK
MODE	STANDARD

OMAG
SANITARY SEWER OVERFLOW QUESTIONNAIRE



CLAIMANT:

ADDRESS:

DATE OF LOSS:

CLAIM NUMBER:

LOCATION OF SANITARY SEWER OVERFLOW (SSO): 526 E Wichita

Instructions: Please complete this questionnaire and attach or identify any supporting documentation. Use back if additional space is required for a response.

1. Are records available of the rainfall in the area preceding the subject sewer?
Yes No . If yes, specify the amount of rainfall for each time period to the backup:
24 hrs. _____, 48 hrs. _____, 72 hrs. 5.0".

2. Were you able to determine the cause of the SSO? Yes No
____ (a) infiltration or inflow;
____ (b) a foreign object; for example, roots
 (d) other cause

Please explain specifically what was found and identify any person(s) with personal knowledge of the findings. Rainfall of over 5" had found its way in the City Sewer System and was more water than the System could handle.

3. Have there been previous blockages or SSOs in this line or within 300 feet of this address in the last 5 years preceding the subject SSO? Yes No . If yes, specify:

(a) when? _____

(b) where on the line? _____

(c) what was determined to be the cause? _____

4. Have the claimants or other occupants at this address given any other notice to the municipality of a sewer problem in the past 5 years? Yes No . If yes, when and how was it documented?

5. Does the municipality have a regular maintenance program of cleaning, jetting, or rodding the sewer line that serves this address? Yes No . If yes, on what date(s) and in what manner was this done in the six months prior to this claim? _____

6. What is the size and age of the sewer line in which the SSO occurred? Size 8"
Age 40yrs.

7. Is the sewer line sufficient for the current load? (for example, if a 6" line was sufficient in 1940, is it sufficient today where a greater number of homes or businesses may have been added to capacity of the line)? Yes X No _____.

8. Did the claimant have a backflow prevention device on the private line? Yes _____ No X. If yes, when was it installed?

9. Does the municipality have any ordinances, contracts, or regulations which may relate to the consideration of this claim? Yes _____ No _____. If yes, attach a copy of the pertinent document.

(You will be able to attach supporting documents to the email when you submit the form to the OMAG claims)

10. If this SSO was due to grease in the line, does the municipality have a grease trap ordinance? Yes _____ No _____. If yes, how was it enforced?

11. Are there any other parties that have an interest in the subject property? Yes X No _____. If yes, specify whether the person(s) is a landlord, property owner, spouse, business partner or other occupant.

12. Does the municipality maintain records, work orders or any other documents regarding the subject of SSOs? Yes _____ No X. If so, please attach legible copies of all records regarding the subject SSO and, for the preceding 5 years, any other SSOs on the subject municipal line within 300 feet of claimant's address.

(You will be able to attach supporting documents to the email when you submit the form to the OMAG claims)

13. Is the sewer system maintained and operated by some one other than the municipality? Yes _____ No X. If so, please provide copy of the contract with the third party contractor.

(You will be able to attach supporting documents to the email when you submit the form to the OMAG claims)

14. Had the line involved been jet rodded or cleaned in any other manner in the 72-hour period before the SSO occurred? Yes _____ No X.

15. Please provide any additional information relevant to this claim.

Chris Shriver

Print Name

Utility Maintenance/ Foreman

Job Title

4-23-2012

Date

918-424-4936

Phone Number

RETURN TO:

O.M.A.G.

3650 S. Boulevard
Edmond, Ok 73013

Phone: (405) 657-1400

Fax: (405) 657-1401

Cora Middleton

From: Cora Middleton
Sent: Thursday, May 03, 2012 10:18 AM
To: 'Mary Ellis'
Subject: Claim #32138-ME

Attachments: CCE05032012_0000.jpg; CCE05032012_0001.jpg



CCE05032012_000
0.jpg (460 KB)

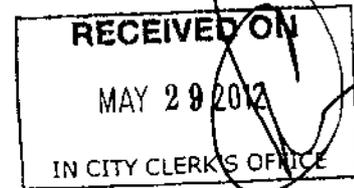


CCE05032012_000
1.jpg (479 KB)

Mary,

Here is the Sewer Overflow Questionnaire for the above referenced claim number.

Cora



PITTSBURG COUNTY NAACP

P. O. Box 13
McAlester, Oklahoma 74501
May 25, 2012

City Council
City of McAlester
Municipal Building
McAlester, Oklahoma 74501

RE: JUNETEENTH CELEBRATION

Gentlemen:

Please accept our apology for the lateness of this request.

We are asking for permission from the McAlester City Council to use Michael J. Hunter Park, 14th & Chickasaw, on **Saturday, June 16, 2012, from 9:00 a.m. until 12 noon.**

The ceremony will begin at 10:00 a.m. "**Juneteenth**" is the name of an event to commemorate **June 19, 1865**. It is especially recognized in Texas, Oklahoma, Louisiana and other nearby states. It marks the date that Union General Granger and his soldiers reached Galveston, Texas with the news that the war had ended and the slaves were free. President Abraham Lincoln had signed the Emancipation Proclamation more than two years earlier on January 1, 1863.

The event is open to the public.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Miller M. Newman".

Miller M. Newman, President
Pittsburg County NAACP

Xc: File



P.O. Box 3190, McAlester, OK 74502 • TEL: 918.423.5735 • FAX: 918.426.0207 • mpowercorp.us

Date: 05.01.12

To: MPOWER Board Members, McAlester Mayor and City Council

From: Shari Cooper, Executive Director

RE: MPOWER FISCAL YEAR 2011-2012 - 3RD QUARTER REPORT

ANNOUNCEMENTS

This quarter MPOWER announced the site location for a national retail clothing store, **rue21**. MPOWER had been working to recruit rue21 since December 2010. Until the former Shoe Dept space became available, McAlester had no suitable vacancies for this retailer. On March 26, 2012, MPOWER announced the location of rue21 with a news story on our website and via social media. We also sent a press release to the McAlester News Capital, who also published a story.

MPOWER also generated positive public relations with a local business - **Braum's Ice Cream & Dairy**, who will be opening their new store May 28, 2012. Although this development occurred without the assistance of MPOWER, we felt that coordinating a big thank you from "the city" would be a good idea. Not only did we generate a news story on the MPOWER website, but we also used social media to help spread the word and tell the development story. Next quarter, MPOWER plans to coordinate a ribbon cutting event to involve the city's elected officials.

MPOWER hosted a free "Lundi Gras Lunch" for the industrial park volunteer contractors at Zaid's restaurant in February. **Thanks to MPOWER board member Chris McAfee and Wal-Mart** for sponsoring the "thank you lunch," which was way overdue. MPOWER will plan a more formal thank you event later this year.

MPOWER ORGANIZATIONAL UPDATE

Last quarter MPOWER added many new members and elected new officers. Below is the update from the MPOWER Board.

The MPOWER board began the year by forming several subcommittees. These committees included a Budget committee, a Policy and Procedures committee, and a Fundraising committee. These committees are working to review the current practices for MPOWER and determine ways to enhance the organization.

Board members Janet Wansick, Tony Korp, and Ben Capers were involved with the Regional Innovation (RIG) Grant. This grant by the U. S. Department of Labor was to develop a ten-year Regional Strategic Plan for Haskell, Hughes, Latimer, Pittsburg, Pushmataha, and McIntosh Counties. The goal of this plan is to identify a reasonable number of implementable initiatives that can improve the economy of the region, thereby improving the employment opportunities in the region.

Dr. Wansick also planned the Together to Educate and Advance McAlester (TEAM) meeting. The intent of the meeting was to bring together directors and board members of several of McAlester's key organizations such as; MDSA, McAlester Chamber of Commerce, McAlester Foundation, McAlester Main Street, MPOWER, and Pride in McAlester to learn more about what is happening and to plan ways to work together more efficiently.

The MPOWER board members are involved with various committees and organizations in McAlester and continue to support the economic development efforts of this community.

Additionally, in February, MPOWER welcomed new employee Christina Wacker, who replaces Economic Development Specialist, Michael Winer.



BUSINESS RETENTION & EXPANSION PROGRAM

This quarter, MPOWER called upon these existing companies as part of its Business Retention and Expansion (BRE) program:

1. **SE Oklahoma Box:** Meet to discuss DEQ issues, provided contact info for DEQ.
2. **Komar:** Tour and Survey with Mayor
3. **Tucker Energy:** Had meeting with new District Manager, discussed more job growth, advocated transportation issues to the City, provided letters of support from MPOWER, Secretary of Commerce, and Oklahoma Governor, Mary Fallin.
4. **Simonton Windows facility:** Met several times with Simonton's corporate engineer; provided two tours to interested companies.
5. **Dura-Line:** Multiple conversations, expansion underway, tour with Mayor.
6. **Tricat:** Meeting and survey with Mayor.
7. **Barnett Construction:** Provided technical assistance in marketing.
8. **Zaid's Greek & Mediterranean Restaurant:** Provided info on marketing and promotions.
9. **Braum's Ice Cream & Dairy:** Toured the construction and new building with Councilman Buddy Garvin and construction manager. Promoted the new site/development to the community and developed positive PR with the corporate headquarters.
10. **Eagle Hill Disc Golf (Krebs):** Provided B2B info and marketing help.
11. **Project Spider:** Provided an incentive analysis in conjunction with ODOC.
12. **Project Driller:** Provided assistance regarding expansion/facility needs.
13. **Project Cask:** Applied for two separate federal grants; including seeking letters of support from federal elected officials. Tour of Winery/Finish up Grant Application
14. **Project WX:** Provided property information, but the company decided not to pursue expansion in this area due to a lack of a facility that met their needs.
15. **Project Drupelet:** Planning an expansion. Provided an incentive analysis in conjunction with ODOC. Included Mayor in discussions.
16. **Project Square:** Planning an expansion. Provided info on STIP.

ED PROSPECTS AND PROJECTS

- **ACTIVE: Regional Shopping Center** update: Status is ongoing. Earlier this month I made a successful presentation to the land owner and we should expect significant movement in the next month.
- **ACTIVE: Project SOS:** We are working on a retail project that has yet to secure a site for their business. However, we have provided property information on various available sites. City capital planning for infrastructure is imperative to the success of this project. Have discussed with Mayor.
- **ACTIVE: Project Boreas** came to us in March and is a wind energy manufacturing company. We submitted the proposal and are using this project - once again - to make the case for a formal incentive package from the city if certain job creation requirements are met.
- **IN - ACTIVE: Project Patriot** made a decision to conclude their site location investigation after signing a 5-year contract with a labor union. Thanks to Senator Inhofe's office and Colonel Beckner for helping us recruit this company. For now, we must designate this project as In-active.
- **IN - ACTIVE: Project Chemical** chose a Texas site after quietly visiting McAlester. However, McAlester had been shortlisted in the two final sites.
- **IN - ACTIVE: Project Recycle** came to us in January. We submitted a basic questionnaire to the startup company and asked them to complete it and return it to us. They have not, which indicates that this company is not ready to move forward.
- **ON HOLD: Project SUDS** turned out to be a 3rd party logistic company interested in McAlester IF MPOWER could help find clients for it. The company thought they could utilize the Simonton Windows facility for warehousing/distribution if they could find a client with which it could contract. We will continue to help if we are able.
- **ON HOLD: Project Pak** was brought to MPOWER by the A-OK Railroad. Status is on hold. This company is a rail user and looking at parcel C-1 which has no access and is therefore not buildable.

ED MEETINGS AND LIASON WORK

- OK Industry Finance Authority provided info to MPOWER on finance programs for new and existing business.
- TEAM Meeting organized and lead by MPOWER board President, Janet Wansick.
- McAlester Foundation quarterly meeting.
- RIG Conference: Strategic Plan for SE OK
- MPOWER Budget Committee Meetings.
- ODOC: Glen Glass shared info on this year's show and prospective leads produced.
- Chief Justice Steven Taylor: Updated him on work at STIP.
- OKSE: MPOWER hosted the monthly meeting here in McAlester.
- OEDC in OKC: Visited both Representatives Renegar/Condit. Discussed HB2326.
- Choctaw Career Fair: Visited with Business Leaders and representatives from CN.
- Choctaw Nation Tribal Council Meeting: Made presentation.
- KTC: Attended first in a series of KTC's Small Business Class.
- OTRD: Fulfillment Program
- A-Ok Railroad: Railroad Crossing Application at Dancing Rabbit Drive.
- Newfield Oil/Darryl Wright donated for construction of city billboard, toured facility.

TOPICS OF DISCUSSION/MEETINGS WITH CITY AND OTHER PARTNERS

- ODOT Signage on Hwy 270 has been installed.
- Signal issues on Carl Albert for Tucker Energy were programmed for yellow.
- Hwy 69 redesign impacts discussed with various council members.
- Requested Dancing Rabbit Drive be surveyed and road be staked. The City contracted with a surveyor to only stake the corners. We still need to have the entire road staked.
- Regional Shopping Center - numerous follow ups.
- Choctaw Nation - attended birthday celebration with city officials.
- Ongoing meetings regarding FY 2012-13 budget/deliverables.
- Created standard template for available sites and buildings that can be used by private landowners, realtors, and McAlester Main Street.

MARKETING EFFORTS

Newsletter:

MPOWER developed this for monthly reporting each month.

Marketing Folder:

Christina is working on updating the marketing folder.

Tourism:

16 Page brochures were printed and distributed to ODTR. Over the past three months, the Oklahoma Department of Tourism and Recreation sent a total of 1,610 brochures out to over 43 states including Puerto Rico. MPOWER has been maintaining a database of contact information for all of the people requesting the brochure. Oklahoma residents consistently request the brochure the most. However, other top states include Texas, Arkansas, Missouri, Kansas and California.

MPOWER has also been coordinating with Discover Oklahoma, to schedule a film shoot for Great Balls of Fire!, Angel's Diner, and the Whistle Stop Bistro in Old Town.

MPOWER Website:

Research indicates that 90% of economic development site selection work occurs on the web with site selectors using community websites as primary research in finding appropriate locations for their clients. MPOWER launched its IEDC award-winning website October 2009.

This quarter, 1,421 people visited the MPOWER website. Out of that total, 69% were new visitors. Besides people in the United States, 41 other countries also viewed our webpage.

We now have another online presence at www.ZoomProspector.com. This is a highly utilized online system for site selectors and companies. We are looking at adding a database to our website so it can be searched on as well. If we are funded this expenditure in next year's budget, we can allow others to submit and upload information on their properties as well. We are in the process of standardizing forms for this potential use for our local real estate partners.

Social Media/Facebook: Almost Daily Promotion and Relevant Articles. Thank you to those that have commented or LIKE our information! Thus far, MPOWER is getting the word out to at least 1269 subscribers/friends. Keep up to date on what MPOWER is working on from day to day!
<https://www.facebook.com/#!/MPOWER.development>

MISC

- **Steven Taylor Industrial Park (STIP) Billboard:** Started designing a Billboard to market the park - that can be viewed from the Indian Nation Turnpike,
- **Oklahoma Turnpike Authority (OTA) Signage:** Made application and obtained signage from the Oklahoma Turnpike Authority, to be installed off of the Indian Nation Turnpike (4 signs total). Follow up has been ongoing.
- **OTA Fence:** OTA installed new fence along the INT at STIP
- **Italian Festival:** Planning/Volunteering.
- **Armed Forces Days:** Planning/Volunteering.

- Successfully uploaded information on STIP to Google Maps! You can now search and find Steven Taylor Industrial Park!
- Corrected and amended major employer business info on Google Maps.
- Identified the need for a strategic plan for the park - including incorporation and zoning that needs to be formalized by the City,
- Generated press for the City to investigate the possibility of CNG development in McAlester.
- Researched Today In America video and proposed to manage a video project for the city.

MPOWER attended no trade shows or conference this quarter. Budgetary focus was on hiring an admin assistant, and providing health care benefits.

MPOWER Economic Development Corp. Budget Comparison			
	FY 2010-2011 Budgeted	3rd Qtr. Actual	YTD
Revenues			
City Contributions	\$ 184,673.00	\$ 46,168.23	\$ 138,504.69
Interest Income	200.00	87.23	206.90
Donations (GOAL)	14,000.00	800.00	7,600.00
Total Revenues	\$ 198,873.00	\$ 47,055.46	\$ 146,311.59
Staffing			
Salaries & Wages	\$ 100,000.00	\$ 20,328.00	\$ 66,939.12
Payroll Taxes	8,000.00	2,565.67	6,195.72
Auto Allowance	6,000.00	1,500.00	4,500.00
Retirement	5,000.00	1,125.00	3,971.67
Workers Comp Ins.	3,900.00	297.25	594.50
Health Ins.	8,700.00	2,653.54	5,617.56
Conferences	1,400.00		865.00
Total Staffing	\$ 133,000.00	\$ 28,469.46	\$ 88,683.57
Operations			
Legal & Professional	\$ 12,000.00	\$ 8,175.80	\$ 11,179.80
Office Supplies & Equipment	3,000.00	979.61	1,414.79
Copy Machine	3,100.00	593.34	2,202.20
Telephone	2,500.00	402.14	1,811.54
Postage	3,700.00	8.55	808.77
P.O. Box Rent	42.00		110.00
Office Rent	9,600.00	2,400.00	7,700.00
Repair & Maintenance		10.00	410.00
Bank Service Fees			67.00
Late Fee Expense		112.12	112.12
Insurance (D&O)	1,600.00		325.00
Total Office	\$ 35,542.00	\$ 12,681.56	\$ 26,141.22
Lead & Prospect			
Travel	\$ 7,000.00	\$ 259.00	\$ 1,933.57
Prospect Expenses	4,000.00		
Membership Dues	2,250.00	362.31	947.31
Total Lead & Prospect	\$ 13,250.00	\$ 621.31	\$ 2,880.88
Promotional			
Marketing Materials	\$ 2,000.00	\$ 550.00	\$ 2,271.50
Website Hosting	900.00	64.20	203.30
Trade Shows	500.00		
Total Promotional	\$ 3,400.00	\$ 614.20	\$ 2,474.80
Contingency			
TOTALS	\$ 185,192.00	\$ 42,386.53	\$ 120,180.47

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES, hereinafter referred to as the "Agreement," is made and entered into this 14~~th~~ day of June, 2011, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "City" and the firm of Ervin and Ervin, L.L.P, hereinafter referred to as the "City Attorney" or the "Firm."

Recitals

- A. The City is a political subdivision of the State of Oklahoma, and maintains its principal place of operations at the 28 E. Washington, McAlester, Oklahoma, 74501.
- B. The Firm is a limited liability partnership organized and existing under the laws of the State of Oklahoma, and has its principal place of business and office at 215 East Choctaw, Suite 104, McAlester, Oklahoma 74501.
- C. The City sought a qualified and experienced legal counsel to represent the City and its officers and officials in matters relating to the City's official business in 2008.
- D. The Firm responded to the City request for said legal services.
- E. At a meeting on June 26, 2008, the Firm made its presentation to the McAlester City Council and City Manager, and subsequently the City Manager recommended that the City Council ratify and retain the Firm to serve as its City Attorney.

THEREFORE, in consideration of the premises and mutual covenants expressed herein and pursuant to the employment relationship between the parties, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Recitals:**

The recitals outlined above are true and correct and are incorporated into and made a part of this Agreement.

2. **Position.**

The City hereby employs, engages and hires the Firm to serve as and to perform the duties and responsibilities of City Attorney pursuant to the Charter of the City of McAlester and the general laws of the State of Oklahoma.

3. **Term.**

The term of this Agreement shall commence upon execution of this Agreement, and shall, at the pleasure of the City Council, continue in effect unless terminated by either party by giving ninety (90) days written notice.

4. **Services to be Performed.**

A. **General.** The Firm shall serve as the City Attorney who shall act as legal advisor to, and Attorney and counselor for, the City and all of its officers in matters relating to their official duties. All of the resources of Ervin and Ervin, L.L.P., law firm will be available to support that role. Specifically, the City Attorney will have the assistance, when necessary, of other members of the firm, secretarial staff, paralegals, law research and word processing equipment. It is expected that the City Attorney will provide such duties required pursuant to the Charter of the City of McAlester and the general laws of the State of Oklahoma.

B. **Routine Legal Services:** The routine legal services to be provided on a recurring basis shall include the following:

1. Preparation for and attendance at all regular, special meetings or work sessions of the City Council when requested by the City Council or City Manager.
3. Preparation for and attendance at any City Committee, Board, or other meeting when requested by the City Council or City Manager.

4. Consultation with the City Council members, City Manager, or City Clerk regarding the Council agenda or other City matters.
 5. Consultation with staff of various departments and divisions of the City on matters affecting their operations.
 6. Draft or review of all ordinances and resolutions of the City.
 7. Draft or review of all contracts, leases, franchises, agreements and documents of a strategic or operational nature involving the City.
 8. Review of all claims made against the City to determine potential liability and to advise appropriate officials of the City as to the proper method for the disposition thereof.
 9. The rendering of advice concerning the potential claims of the City against other persons or entities.
 10. Draft or review of all proposed code amendments.
 11. Coordinate and oversee research and legal functions even when associated with outside counsel and provide liaison from the City to outside counsel.
 12. Conduct internal workshops as requested.
 13. Render personnel advice.
 14. The City Attorney shall advise the City Council as to its compliance or noncompliance with the provisions of the Charter of the City of McAlester and Oklahoma Statutes.
 15. The City Attorney shall provide semi-annual reports due the 15th day of January, and July. Each report shall include the previous six months of activities.
- C. Litigation Legal Services. The “Litigation Legal Services” which may be provided by the Firm to the City include, but are not limited to:

- a. Serving as counsel for the City in any and all legal actions, including, but not limited to, civil lawsuits, administrative hearings, mediation or arbitration proceedings in which the City is a party or in which it has an interest;
 - b. Serving as counsel for the City in the appeal of any legal action in which the City is a party or in which it has an interest;
 - c. Acting as counsel for the City in any employee grievance proceedings;
 - d. Serving as counsel for the City in any administrative proceedings;
 - e. Investigating and responding to charges filed against the City with the EEOC;
 - f. Investigating complaints of employment discrimination against the City;
 - g. Representing the City in eminent domain proceedings, including negotiations, mediation and arbitration.
 - h. Representing the City in condemnation proceedings.
- D. Request for Information or Advice. The City Attorney shall answer all City initiated requests for information or advice in a timely fashion. Generally, telephone calls shall be returned within 24 hours, telephone inquiries shall be answered within 3 business days, and written documents shall be produced within 7 business days, or within a mutually agreed upon time frame. The City Attorney shall use his best efforts to review routine items within 5 business days, more difficult and lengthy review shall be accomplished within a mutually agreed upon time frame.

5. **Compensation.**

The City shall pay the Firm the following compensation for the various types of legal services provided by the Firm:

- a. Routine Legal Services at an annual retainer of \$37,500 to be paid in twelve equal installments. The amount of the annual retainer set forth in this Agreement may be reviewed and renegotiated, at the City's or City Attorney's discretion, in April of each year this Agreement is in effect; provided, that any change in amount will not take effect until July 1 of said year.
- b. Litigation Services at the rate of \$150.00 per hour and appeal services at the rate of \$175.00 per hour.
- c. The City acknowledges that the City Attorney may incur various expenses in providing services to the City and agrees to reimburse City Attorney for such out of pocket expenses whether for routine or litigation services. The Firm will bill the City on a monthly basis. Such costs and expenses include, but are not limited to, charges for serving and filing papers, documents, depositions, transcripts, investigations, appraisals, witnesses, long distance telephone calls, copying materials, computer assisted legal research, travel expenses, and postage. Extraordinary items, such as expert witness fees, travel expenses or expenses above Five Hundred Dollars (\$500.00) will be authorized by the City before the charge is incurred. Attached as Exhibit "A" are the costs of some of these expenses and fees.

6. **Billing.**

The Firm will submit an itemized statement to the City for each month for Litigation Services and Expenses and payment shall be due upon receipt. The statement for the annual retainer shall be submitted by the first of each month and shall be due by the end of each month.

7. **Controlling Law.**

This Agreement and the validity, execution, construction, interpretation, performance and enforcement thereof shall be governed by the substantive and procedural laws of the State of Oklahoma.

8. **Termination.**

This Agreement may be terminated by a majority vote of the entire City Council by giving the Firm ninety (90) days written notice; the parties may terminate it by mutual consent; and the Firm may void it by giving the City ninety (90) days written notice.

9. **Independent Contractor.**

It is agreed that the City Attorney is an independent contractor, and all persons working for or under the direction of the City Attorney, are agent's, servants and employees of the Firm, and said persons shall not be deemed agents, servants or employees of the City.

10. **Severability.**

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

11. **Integration.**

The Agreement sets forth and establishes the entire understanding between the City and the Firm relating to the employment of the Firm by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. No amendment or modification of this Agreement shall be valid or effective unless it is in writing and properly executed by all parties thereto.

12. **Notice.**

Any notice required or permitted under this Agreement shall be sent by certified mail to (a) the City at its principal place of operations and (b) to the Firm at its principal place of business and office.

13. Annual Evaluation.

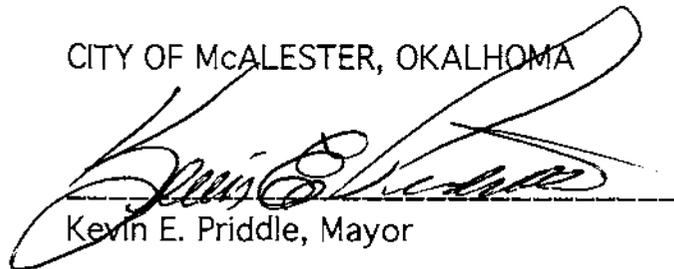
The City Council shall have the right to conduct an annual evaluation of the performance of the City Attorney.

14. City Property.

The Firm agrees that all files, documents, correspondence, notes, reports, data, specifications, drawings and other material prepared by or furnished to the City Attorney in connection with this Agreement hereunder shall be and remain the exclusive property of the City. Said property of the City of McAlester shall be turned over promptly upon request after resolution of all compensation issues.

IN WITNESS WHEREOF, the parties executed this Agreement in Pittsburg County, Oklahoma this 8th day of July, 2008.

CITY OF McALESTER, OKALHOMA



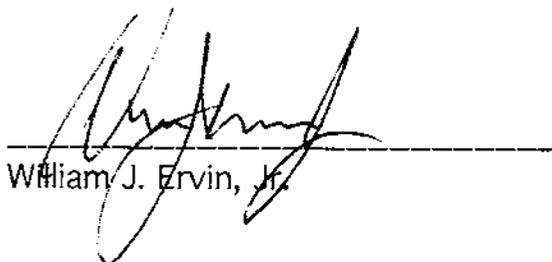
Kevin E. Priddle, Mayor

ATTEST:



By: 
Cora Middleton, City Clerk

ERVIN AND ERVIN, L.L.P.



William J. Ervin, Jr.

EXHIBIT "A" TO AGREEMENT FOR LEGAL SERVICES
LIST OF COSTS

Long Distance Telephone Calls	Per Minute Rate per LDC
Copies (per page)	\$0.15
Faxes (per page sent)	\$0.15
Postage	Going Rate as Directed by the U.S. Postal Service
Courier Mileage (per mile)	\$.57



McAlester City Council

AGENDA REPORT

Meeting Date:	June 12, 2012	Item Number:	1
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	
Date Prepared:	June 5, 2012	Exhibits:	2

Subject

Consider, and act upon, 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.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

		Initial	Date
Department Head		T. Ervin	6/5/2012
City Manager	P. Stasiak	<i>PJS</i>	6/5/2012

FY 11-12 Budget Amendments listed by Fund

					Revenue	Expense	Totals	
011	9/13/11	01	Highway Safety Grant	Approp. Funds for Highway Safety Grant	33,127	33,127		
020	11/8/11	01	General Fund	Approp Funds for Website Design	-	24,965		
023	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	2,789		
024	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	14,613		
035	12/13/11	01	General Fund	Approp Funds for 7 AED's	-	7,650		
037	1/10/12	01	General Fund	Approp. Funds for 2 Parks Trucks	-	56,000		
042	1/24/12	01	General Fund	Approp. Funds for Mid-Year Review	212,500	212,500		
054	3/13/12	01	General Fund	Approp. Funds for Street Light & FEMA Fire Grant	198,750	198,750		
066	4/24/12	01	General Fund	Approp. Funds for additional Worker's Comp	134,800	134,800		
069	5/8/12	01	General Fund	Approp. Funds for improvements on A.C. facility	24,000	24,000		
073	6/12/12	01	General Fund	Approp. Funds for Backhoe for Cemetery	-	81,004	603,177	790,198
014	10/11/11	02	MPWA	Approp. Fund bal for 2010 CDBG and CIP	-	246,777		
021	11/8/11	02	MPWA	Approp. Funds for capital project-Traffic Light	-	20,000		
025	11/8/11	02	MPWA	Approp Fund for Pay adjustment	-	17,754		
030	11/22/11	02	MPWA	Approp. Funds for capital projects	-	14,441		
032	11/22/11	02	MPWA	Approp Fund for equipment and new employees	168,927	168,927		
033	12/13/11	02	MPWA	Approp. Funds for capital projects	-	31,371		
039	1/10/12	02	MPWA	Approp. Funds for Allied Rate Adjustment	59,542	59,542		
040	1/10/12	02	MPWA	Approp. Funds for capital projects	-	36,883		
043	1/24/12	02	MPWA	Approp. Funds for Mid-Year Review	153,000	153,000		
045	1/24/12	02	MPWA	Approp. Funds for capital projects	5,300	5,300		
048	2/14/12	02	MPWA	Approp. Funds for Change order	-	(3,300)		
050	2/28/12	02	MPWA	Approp. Funds for capital projects	157,500	157,500		
071	5/22/12	02	MPWA	Approp. Funds for Engineering Fees	28,000	28,000	572,269	936,195
026	11/8/11	03	Airport	Approp Fund for Pay adjustment	(7,275)	(7,275)	(7,275)	(7,275)
027	11/8/11	08	Nutrition	Approp Fund for Pay adjustment	(6,458)	(6,458)	(6,458)	(6,458)
019	10/25/11	14	Police Grant Fund	Approp Funds for grant for radios	10,000	10,000	10,000	10,000
056	3/13/12	19	Fire Improvement Grant	Approp. Funds for FEMA Fire Grant	75,000	75,000	75,000	75,000
006	8/23/11	21	Economic Development	Approp. Fund Bal for ED Proj.	-	669,000	-	669,000
010	8/23/11	24	Airport Grant	Approp. Fund Bal for Airport Grant	50,000	55,750		
012	9/13/11	24	FAA Runway Grant	Approp. Funds for FAA Runway 02/20 drainage im	77,212	77,212		
036	1/10/12	24	Airport Grant	Approp. Fund Bal for Airport Grant	1,976,224	1,976,224	2,103,436	2,109,186
047	2/14/12	26	Educational Fund	Approp. Funds for Schools -Capital projects	-	700,000	-	700,000
017	11/8/11	27	Tourism Fund	Approp. Fund for partnership	-	10,290		
052	2/28/12	27	Tourism Fund	Approp. Funds for capital projects	10,000	10,000		
057	3/13/12	27	Tourism Fund	Approp. Funds for Promotional Advertisement	9,900	9,900		
059	4/10/12	27	Tourism Fund	Approp. Funds for Promotional Advertisement	(9,900)	(9,900)		
061	4/10/12	27	Tourism Fund	Approp. Funds for tourism brochure reimb.	5,618	5,618		
063	4/10/12	27	Tourism Fund	Approp. Funds for McAlester Stampede Trip	2,500	2,500		
065	4/24/12	27	Tourism Fund	Approp. Funds for McAlester Sunbelt Classic	8,000	8,000	26,118	36,408
018	10/25/11	29	E-911 Fund	Approp Fund for new personnel positions	-	118,160		
029	11/8/11	29	E911 Fund	Approp Fund for Pay adjustment	-	5,418		
044	1/24/12	29	E911 Fund	Approp. Funds for Mid-Year Review	88,714	88,714		
064	4/24/12	29	E-911 Fund	Approp. Funds for E911 Grant	72,000	144,000	160,714	356,292
005	8/23/11	30	Economic Development	Approp. Fund Bal for ED Proj.	669,000	669,000		
013	10/11/11	30	Economic Development	Approp. Fund balance for 8 inch Water Main at Tay	-	135,150		
058	3/13/12	30	Economic Development	Approp. Funds for Promotional Advertisement	9,900	9,900		
060	4/10/12	30	Economic Development	Approp. Funds for Promotional Advertisement	(9,900)	(9,900)		
062	4/10/12	30	Economic Development	Approp. Funds for McAlester Stampede Trip	2,500	2,500		
072	6/12/12	30	Economic Development	Approp. Funds for "re-purposing"	-	(99,258)	671,500	707,392
003	7/12/11	32	Gifts & Contributions	Appropriate Fund Balances, etc.	-	12,384		
053	3/13/12	32	Gifts & Contributions	Approp. Funds for Donations	4,375	4,375	4,375	16,759
007	8/23/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	142,634	233,264		
016	10/11/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	148,000	148,000	290,634	381,264
028	11/8/11	35	Fleet Maintenance	Approp Fund for Pay adjustment	6,458	6,458		
067	4/24/12	35	Fleet Maintenance	Approp. Funds for additional Worker's Comp	66,100	66,100	72,558	72,558
068	4/24/12	36	Worker's Compensation	Approp. Funds for Worker's Comp premium	2,502	2,502	2,502	2,502
001	7/12/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286	1,496,933		
004	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	-	278,879		
008	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286	52,004		
009	8/23/11	41	Capital Improvement	Approp. Fund Bal for Airport Grant	-	50,000		
015	10/11/11	41	Capital Improvement	Approp. Funds for capital projects	172,651	172,651		
022	11/8/11	41	Capital Improvement	Approp. Funds for capital project-Traffic Light	15,000	15,000		
031	11/22/11	41	Capital Improvement	Approp. Funds for capital projects	14,441	14,441		
034	12/13/11	41	Capital Improvement	Approp. Funds for capital projects	31,371	31,371		
038	1/10/12	41	Capital Improvement	Approp. Funds for 2 Parks Trucks	56,000	56,000		
041	1/10/12	41	Capital Improvement	Approp. Funds for Utility Maintenance Truck	33,383	33,383		
046	1/24/12	41	Capital Improvement	Approp. Funds for capital projects	5,300	5,300		
049	2/14/12	41	Capital Improvement	Approp. Funds for Change order	(3,300)	(3,300)		
051	2/28/12	41	Capital Improvement	Approp. Funds for capital projects	157,500	157,500		
055	3/13/12	41	Capital Improvement	Approp. Funds for Street Light	195,000	195,000		
070	5/22/12	41	Capital Improvement	Approp. Funds for HWY 69 Relocate	64,600	64,600	818,518	2,619,762
002	7/12/11	42	Federal Forfeiture Fund	Appropriate Fund Balances, etc.	-	8,200	-	8,200

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, 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.

WHEREAS, the City Council heretofore adopted Ordinance No. 2392 setting forth the Budget for Fiscal Year 2011-2012 beginning July 1, 2011 and ending June 30, 2012; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2011-2012 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2011-2012 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-2, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2011-2012 Budget.

SECTION 2: All portions of the existing FY 2011-2012 Budget, Ordinance No. 2392 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 12th day of June, 2012.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 12th day of June, 2012.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 2
Department: City Manager
Prepared By: Peter J. Stasiak Account Code: _____
Date Prepared: _____ Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, a Resolution to Extend the Term of the Cable Television Permit for the Allegiance Communications, LLC to five (5) years, which will expire on October 28, 2017.

Recommendation

Motion to approve the Resolution to extend the Allegiance Communications, LLC permit for five (5) years.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	

RESOLUTION NO. _____

A RESOLUTION TO EXTEND THE TERM OF THE CABLE TELEVISION PERMIT

WHEREAS, Allegiance Communications, LLC ("Allegiance"), currently holds a cable permit with the City of McAlester, Oklahoma ("City"); and

WHEREAS, the City enacted Ordinance No. 2074 (the "Ordinance") providing for the construction and Operation of a cable system; and

WHEREAS, the Ordinance, under Section 3.5 thereof, allows a Permit to establish the term thereof; and

WHEREAS, the City granted a Permit to Allegiance, as successor in interest, by that certain Permit Agreement dated October 28, 1997 (the "Permit"); and

WHEREAS, the Permit was for a period of five (5) years, with an automatic five (5) year extension upon certain requirements which Allegiance complied with; and

WHEREAS, the Permit was extended for an additional five (5) years to October 28, 2012; and

WHEREAS, Allegiance and City wish to extend the Permit for five (5) years, as allowed by the Ordinance; and

WHEREAS, it is in the public interest to extend the Permit for five (5) years so that cable service to the public will not be interrupted;

NOW, THEREFORE, in consideration of the foregoing, Allegiance and City agree as follows:

Section 1: The term of the Permit is hereby extended for five (5) years, and will now expire on October 28, 2017

Section 2: All other terms and conditions of the Permit shall continue in full force and effect, subject to applicable law.

PASSED AND APPROVED this _____ day of _____, 2012.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By: _____
Steve Harrison, Mayor

Cora Middleton, City Clerk

ACCEPTED THIS _____ day of _____, 2012.

ALLEGIANCE COMMUNICATIONS, LLC

By: _____
William L. Haggarty, CEO



CERTIFIED MAIL NO. 7010 3090 0002 7816 2332
RETURN RECEIPT REQUESTED

March 27, 2012

Mr. Pete Stasiak
City Manager
City of McAlester
Post Office Box 578
McAlester, Oklahoma 74502-0578

RE: *Resolution to Extend Cable Television Permit*

Dear Mr. Stasiak:

I originally sent a request for a "Resolution to Extend the Cable Television Permit" to you on November 1, 2010, in my capacity as VP of Regulatory Affairs.

In December of 2010, I became the Chief Operating Officer for Allegiance, and subsequently met with you and Mayor Priddle. During this meeting, I became aware of several operational issues that needed attention. From that meeting to date, we have diligently reached out to our customers and followed up with fixing service issues. To our knowledge, we have resolved everything that has been brought to our attention.

Allegiance is dedicated to providing McAlester residents with good-quality cable TV, internet and digital phone service. Therefore, we respectfully request that the attached Resolution to Extend the Cable Television Permit be placed on the City Council agenda at your earliest convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg Harrison", written over a horizontal line.

Greg Harrison
COO

Attachment



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 3
Department: City Clerk
Prepared By: Cora Middleton Account Code: _____
Date Prepared: June 4, 2012 Budgeted Amount: _____
Exhibits: 5

Subject

Consider, and act upon, awarding bid proposal from Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage.

Recommendation

Motion to award bid proposal to Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage choosing the \$1,000.00 deductible option.

Discussion

On May 30, 2012, the City of McAlester opened sealed proposals for insurance services for General Liability, Property, Auto Fleet and Equipment Insurance coverage. The City had mailed proposal packages to four (4) insurances and two (2) more were picked up from the City Clerk's Office. The City received only one (1) bid, from OMAG. Included is a comparison of the deductible options submitted by OMAG.

Attachments:

Insurance Coverage & Deductible Comparison
RFP Bid Tabulation Sheet
Coverage Proposal Summaries
Coverage Proposal Bid Exceptions
RFP Bid Package

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	06/04/12
City Manager	P. Stasiak <i>PJS</i>	06/05/12

Insurance Coverage & Deductible Comparison

Coverage	Oklahoma Municipal Assurance Group 07.01.11 - 07.01.12 Premiums			Oklahoma Municipal Assurance Group 07.01.12 - 07.01.13 Proposed Premiums		
	Deductible	Limits	Cost	Deductible	Limits	Cost
Property	2,500.00	34,091,565.00	95,129.35	2,500.00	36,024,004.00	85,546.11
Equipment Breakdown	2,500.00		in property \$	2,500.00		in property \$
Misc. Equipment (per schedule)	1,000.00	300,000.00	2,025.00	1,000.00	300,000.00	2,025.00
Subtotal before Dividend			97,154.35			87,571.11
Program Year Dividend		FY 10/11	(14,955.81)	FY 11/12		(14,955.81)
Property Total			82,198.54			72,615.30
General Liability		OGTC	77,968.17		OGTC	79,852.59
A, B Bodily Injury & Property Damage	0.00	OGTC	in gen. liab.\$	0.00	OGTC	in gen. liab \$
Sewer Backup	10,000.00	OGTC	in gen. liab.\$	10,000.00	OGTC	in gen. liab \$
Emp. Benefit Plans Liability		OGTC	in gen. liab.\$			in gen. liab \$
Law Enforcement Liability		OGTC				
Public Entity Mgmt. Liability		OGTC				
Pub. Entity Emp. Related Practices Liability		OGTC	in gen. liab \$			in gen. liab \$
C Personal Injury	10,000.00	OGTC	in gen. liab \$	10,000.00	OGTC	in gen. liab \$
D Errors & Omissions	10,000.00	OGTC	in gen. liab \$	10,000.00	OGTC	in gen. liab \$
I Pollution Damage	1,000.00	OGTC	in gen. liab \$	1,000.00	OGTC	in gen. liab \$
J Defense Reimbursement	5,000.00	OGTC	in gen. liab \$	5,000.00	OGTC	in gen. liab \$
Gen. Liab. Subtotal			77,968.17			79,852.59
E, F Auto Liability & Property Damage	0.00	OGTC	93,715.58	0.00	OGTC	82,809.37
G Auto Physical Damage	500.00	stated value	29,669.43	500.00	stated value	32,536.84
H Equipment Physical Damage	500.00	stated value	11,994.09	500.00	stated value	12,622.60
Auto & Equip. Subtotal			135,379.10			127,968.81
Subtotal before Dividend			213,347.27			207,821.40
Program Year Dividend		FY 10/11	(34,947.38)	FY 11/12		(45,610.68)
Gen. Liab., Auto & Equip Total			178,399.89			162,210.72
Total Program Premium			260,598.43			234,826.02

OGTC = Oklahoma Governmental Tort Claims Act: \$25,000 each property damage loss per occurrence, \$125,000 each other loss per occurrence, \$1,000,000 Aggregate per occurrence.

Notes:

1. Fiscal Years 10/11 and 11/12 OMAG declared dividends. In good years dividends are a possibility. The City of McAlester rec'd dividends for 10/11 and is eligible for a dividend for 11/12.
2. Property quoted reflects OMAG re-evaluation, and on-site appraisals of building valued at \$1,000,000 or more every 3 yrs.

Insurance Coverage & Deductible Comparison

Coverage	Oklahoma Municipal Assurance Group 07.01.12 - 07.01.13 Proposed Premiums			Oklahoma Municipal Assurance Group 07.01.12 - 07.01.13 Proposed Premiums			Oklahoma Municipal Assurance Group 07.01.12 - 07.01.13 Proposed Premiums		
	Deductible	Limits	Cost	Deductible	Limits	Cost	Deductible	Limits	Cost
Property	2,500.00	36,024,004.00	85,546.11	2,500.00	36,024,004.00	85,546.11	2,500.00	36,024,004.00	85,546.11
Equipment Breakdown	2,500.00		in property \$	2,500.00		in property \$	2,500.00		in property \$
Misc. Equipment (per schedule)	1,000.00	300,000.00	2,025.00	1,000.00	300,000.00	2,025.00	1,000.00	300,000.00	2,025.00
Subtotal before Dividend			87,571.11			87,571.11			87,571.11
Program Year Dividend (FY11/12)			(14,955.81)			(14,955.81)			(14,955.81)
Property Total			72,615.30			72,615.30			72,615.30
General Liability		OGTC	79,852.59		OGTC	88,725.10		OGTC	98,583.44
A, B Bodily Injury & Property Damage	0.00	OGTC	in gen. liab \$	0.00	OGTC	in gen. liab \$	0.00	OGTC	in gen. liab \$
Sewer Backup	10,000.00	OGTC	in gen. liab \$	1,000.00	OGTC	in gen. liab \$	1,000.00	OGTC	in gen. liab \$
Emp. Benefit Plans Liability			in gen. liab \$			in gen. liab \$			in gen. liab \$
Law Enforcement Liability			in gen. liab \$			in gen. liab \$			in gen. liab \$
Public Entity Mgmt. Liability			in gen. liab \$			in gen. liab \$			in gen. liab \$
Pub. Entity Emp. Related Practices Liability			in gen. liab \$			in gen. liab \$			in gen. liab \$
C Personal Injury	10,000.00	OGTC	in gen. liab \$	3,000.00	OGTC	in gen. liab \$	1,000.00	OGTC	in gen. liab \$
D Errors & Omissions	10,000.00	OGTC	in gen. liab \$	5,000.00	OGTC	in gen. liab \$	1,000.00	OGTC	in gen. liab \$
I Pollution Damage	1,000.00	OGTC	in gen. liab \$	1,000.00	OGTC	in gen. liab \$	1,000.00	OGTC	in gen. liab \$
J Defense Reimbursement	5,000.00	OGTC	in gen. liab \$	5,000.00	OGTC	in gen. liab \$	5,000.00	OGTC	in gen. liab \$
Gen. Liab. Subtotal			79,852.59			88,725.10			98,583.44
E, F Auto Liability & Property Damage	0.00	OGTC	82,809.37	0.00	OGTC	82,809.37	0.00	OGTC	82,809.37
G Auto Physical Damage	500.00	stated value	32,536.84	500.00	stated value	32,536.84	500.00	stated value	32,536.84
H Equipment Physical Damage	500.00	stated value	12,622.60	500.00	stated value	12,622.60	500.00	stated value	12,622.60
Auto & Equip. Subtotal			127,968.81			127,968.81			127,968.81
Subtotal before Dividend			207,821.40			216,693.91			226,552.25
Program Year Dividend (FY11/12)			(45,610.68)			(45,610.68)			(45,610.68)
Gen. Liab., Auto & Equip. Total			162,210.72			171,083.23			180,941.57
Total Program Premium			234,826.02			243,698.53			253,556.87

OGTC = Oklahoma Governmental Tort Claims Act: \$25,000 each property damage loss per occurrence, \$125,000 each other loss per occurrence, \$1,000,000 Aggregate per occurrence.

Notes:

1. Fiscal Years 10/11 and 11/12 OMAG declared dividends. In good years dividends are a possibility. The City of McAlester rec'd dividends for 10/11 and is eligible for a dividend for 11/12.
2. Property quoted reflects OMAG re-evaluation, and on-site appraisals of building valued at \$1,000,000 or more every 3 yrs.

RFP TABULATION SHEET

Insurance Services (General Liability, Auto, Equipment & Property)

RFP Opening

May 30, 2012, 10:30 A.M.

Bidder

Amount

MAG

3650 S. Boulevard

Edmond, Ok 73013-5581

Gen. Liab:

98,583.44

Auto Liab:

82,809.37

Auto Physical Damage:

32,536.84

Equip. Physical Damage:

12,622.60

Total

226,552.25

OMAG

3650 S. Boulevard

Edmond, Ok 73013-5581

Gen. Liability:

88,725.10

Auto Liability:

82,809.37

Auto Physical Damage:

32,536.84

Equip. Physical Damage:

12,622.60

Total

216,693.91

200 15 bid.

200 15 bid.

Bidder

Amount

ORAG

3650 S. Boulevard

Edmond, OK 73013-5581

12,000.00
del

Gen. Liability:

19,852.59

Auto Liability:

82,809.37

Auto Physical Damage:

32,536.84

Equip. Physical Damage:

12,622.60

Total

207,821.40

OKLAHOMA MUNICIPAL ASSURANCE GROUP

MUNICIPAL LIABILITY PROTECTION PLAN

COVERAGE PROPOSAL SUMMARY

1. PLAN MEMBER City of McAlester
 P.O. Box 578

 McAlester, OK 74502-0578
2. PLAN PERIOD From 12:01 A.M. Central Standard Time at the address of the Plan Member
 From 07-01-12 To 07-01-13
3. The Plan Member is a(n) Municipality.

4. The Coverage afforded by this proposal is only with respect to the following coverages as are indicated by specific limits of liability, for which a premium is charged. The limit of the Oklahoma Municipal Assurance Group's liability against each coverage is as stated herein, subject to all of the term of this agreement having reference to the coverage.

COVERAGES	PREMIUM
GENERAL LIABILITY (PARTS I, IV, V, AND VI)	
A. Bodily Injury	B. Property Damage
C. Personal Injury	D. Errors and Omissions
I. Pollution Damage	J. Defense Reimbursement
	<input type="checkbox"/> Prior Acts Coverage
	<u>\$98,583.44</u>
	Coverages A, B, C, D, I, J, K
AUTOMOBILE LIABILITY (PART II)	
E. Bodily and Personal Injury	F. Property Damage
<input type="checkbox"/> Hired and Non-owned Automobile Coverage	
	<u>\$82,809.37</u>
	Coverages E, F
	<u>\$0.00</u>
	Hired and Non-owned
AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)	
G. Automobile Physical Damage	
1. Comprehensive	} Per fleet schedule
2. Specified Perils	
3. Collision	
<input type="checkbox"/> Hired Auto Physical Damage: Limit \$0	
H. Equipment Physical Damage - Per equipment schedule	
<input type="checkbox"/> Contractor's Leased/Rented Equipment: Limit \$0	
	<u>\$32,536.84</u>
	Coverages G
	<u>\$12,622.60</u>
	Coverages H
5. LIMITS OF LIABILITY, except for Coverages G, H, I, J	
Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:	
\$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal	
\$ 125,000 Each Other Loss Per Occurrence	
\$ 1,000,000 Aggregate Per Occurrence	
Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:	
\$ 1,000,000 Each Other Loss Per Occurrence	
ANNUAL AGGREGATE	<u>\$226,552.25</u>
\$ 2,000,000 Coverages C, D	Total Premium
\$ 10,000 Coverage J	(This is not an invoice)
6. DEDUCTIBLES	2011-2012 PROGRAM YEAR DIVIDEND
Coverages A,B,E,F: No Deductible, except for sanitary sewer overflows, which are subject to the deductible for Coverages C, D	<u>-45,610.68</u>
Coverages C,D: \$1,000 per occurrence	=====
Coverages G,H: Per schedule	TOTAL AMOUNT DUE
Coverage I: \$1,000 Per Pollution Incident	\$ 180,941.57
Coverage J: \$5,000 SIR	

OKLAHOMA MUNICIPAL ASSURANCE GROUP

MUNICIPAL LIABILITY PROTECTION PLAN

COVERAGE PROPOSAL SUMMARY

1. PLAN MEMBER **City of McAlester**
P.O. Box 578

McAlester, OK 74502-0578
2. PLAN PERIOD From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07-01-12 To 07-01-13
3. The Plan Member is a(n) Municipality.

4. The Coverage afforded by this proposal is only with respect to the following coverages as are indicated by specific limits of liability, for which a premium is charged. The limit of the Oklahoma Municipal Assurance Group's liability against each coverage is as stated herein, subject to all of the term of this agreement having reference to the coverage.

COVERAGES	PREMIUM
GENERAL LIABILITY (PARTS I, IV, V, AND VI)	
A. Bodily Injury	\$88,725.10
C. Personal Injury	Coverages A, B, C, D, I, J, K
I. Pollution Damage	() Prior Acts Coverage
B. Property Damage	
D. Errors and Omissions	
J. Defense Reimbursement	
AUTOMOBILE LIABILITY (PART II)	
E. Bodily and Personal Injury	\$82,809.37
() Hired and Non-owned Automobile Coverage	Coverages E, F
F. Property Damage	\$0.00
	Hired and Non-owned
AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)	
G. Automobile Physical Damage	\$32,536.84
1. Comprehensive	Coverages G
2. Specified Perils	} Per fleet schedule
3. Collision	
() Hired Auto Physical Damage: Limit \$0	
H. Equipment Physical Damage - Per equipment schedule	\$12,622.60
() Contractor's Leased/Rented Equipment: Limit \$0	Coverages H
5. LIMITS OF LIABILITY, except for Coverages G, H, I, J	
Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:	
\$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal	
\$ 125,000 Each Other Loss Per Occurrence	
\$ 1,000,000 Aggregate Per Occurrence	
Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:	
\$ 1,000,000 Each Other Loss Per Occurrence	
ANNUAL AGGREGATE	\$216,693.91
\$ 2,000,000 Coverages C, D	Total Premium
\$ 10,000 Coverage J	(This is not an invoice)
6. DEDUCTIBLES	
2011-2012 PROGRAM YEAR DIVIDEND	
Coverages A,B,E,F: No Deductible, except for sanitary sewer overflows, which are subject to the deductible for Coverages C, D	-45,610.68
Coverages C,D: \$3,000 per occurrence	
Coverages G,H: Per schedule	
Coverage I: \$1,000 Per Pollution Incident	
Coverage J: \$5,000 SIR	
TOTAL AMOUNT DUE	\$ 171,083.23

COVERAGE PROPOSAL

FOR
City of McAlester

Bid Exception

August 12, 2012 to August 12, 2013

Property	<u>\$85,546.11</u>
Builders' Risk	<u>\$0.00</u>
Fine Arts	<u>\$0.00</u>
Equipment Breakdown	<u>INCLUDED</u>
Miscellaneous Equipment	<u>\$2,025.00</u>
Contractors' Equipment	<u>\$0.00</u>
Leased or Rented Equipment	<u>\$0.00</u>
Electronic Data Processing Equipment	<u>\$0.00</u>
TOTAL PREMIUM	<u>\$87,571.11</u>
Including Agent Commission 0.00%	<u>\$0.00</u>
2011-2012 PROGRAM YEAR DIVIDEND	<u>-14,955.81</u>
TOTAL AMOUNT DUE	\$ 72,615.30



INVITATION FOR SEALED PROPOSAL

City	City of McAlester	Date Proposal Due	May 30, 2012
Address	P.O. Box 578	Time Proposal Due	10:30 A.M.
	28 E. Washington		
	McAlester, OK 74502	Date of Opening	May 30, 2012
		Time of Opening	10:30 A.M.
Proposal must be in the office at above address by date and time indicated above			

PLEASE READ TERMS AND CONDITIONS BEFORE COMPLETING FORM

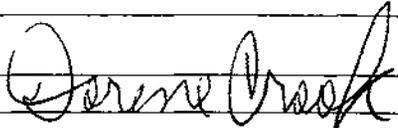
THE CITY WILL ACCEPT SEALED PROPOSALS FOR THE FOLLOWING AS PER THE ATTACHED SPECIFICATIONS:

<input checked="" type="checkbox"/>	General Liability	<input checked="" type="checkbox"/>	Property – Buildings & Contents
<input checked="" type="checkbox"/>	Directors & Officers-Errors & Omissions	<input checked="" type="checkbox"/>	Equipment Breakdown
<input checked="" type="checkbox"/>	Law Enforcement	<input checked="" type="checkbox"/>	Inland Marine
<input checked="" type="checkbox"/>	Automobile		

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY TECHNICALITIES IN THE PROPOSALS, AND TO AWARD EACH ITEM TO DIFFERENT BIDDERS OR ALL ITEMS TO A SINGLE BIDDER.

I HAVE EXAMINED THE TERMS AND SPECIFICATIONS AND THE INSTRUCTIONS HERIN AND AGREE, PROVIDED I AM AWARDED A CONTRACT, TO PROVIDE THE ABOVE DESCRIBED ITEMS FOR THE SUMS SHOWN IN ACCORDANCE WITH THE TERMS AND SPECIFICATIONS STATED HEREIN. ALL DEVIATIONS ARE IN WRITING AND ATTACHED HERETO.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

OKLAHOMA MUNICIPAL ASSURANCE GROUP				
FIRM NAME		BY 		
3650 S. BOULEVARD		DIRECTOR OF UNDERWRITING		
STREET		TITLE		
EDMOND	OK	73013	1-800-234-9461 405-657-1400	
CITY	STATE	ZIP	PHONE	DATE

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA

} SS

COUNTY OF OKLAHOMA

DORENE CROOK, OF LAWFUL AGE, BEING DULY SWORN, ON OATH, SAYS HE/SHE IS THE AGENT AUTHORIZED BY THE BIDDER TO SUBMIT THE ATTACHED BID. AFFIANT FURTHER STATES THAT THE NATURE OF ANY PARTNERSHIP, JOINT VENTURE , OR OTHER BUSINESS RELATIONSHIP PRESENTLY IN EFFECT OR WHICH EXISTED WITHIN ONE(1) YEAR PRIOR TO THE DATE OF THIS STATEMENT WITH THE ARCHITECT, ENGINEER, OR OTHER PARTY TO THE PROJECT IS A FOLLOWS:

NONE

AFFIANT FURTHER STATES THAT THE NAMES OF ALL PERSONS HAVING ANY SUCH BUSINESS RELATIONSHIPS AND POSITIONS THEY HOLD WITH THEIR RESPECTIVE COMPANIES OR FIRMS ARE AS FOLLOWS:

NONE

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREIN ABOVE MENTIONED EXIST, AFFIANT SHOULD SO STATE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17 DAY OF April 2012

MY COMMISSION EXPIRES: 3-29-2016

MY COMMISSION NUMBER: 5617

Mona K. Doster
NOTARY PUBLIC



BIDDER AFFIDAVIT – TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF OKLAHOMA

} SS

COUNTY OF OKLAHOMA

DORENE CROOK, OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS, THAT HE/SHE IS THE AGENT AUTHORIZED BY THE BIDDER HAS NOT BEEN A PARTY TO ANY COLLUSION AMONG BIDDERS IN RESTRAINT OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING; OR WITH ANY MUNICIPAL OFFICIAL OR EMPLOYEE AS TO QUANTITY, QUALITY OR PRICE IN THE PROSPECTIVE, CONTRACT, OR ANY OTHER TERMS OF SAID PROSPECTIVE CONTRACT; OR IN ANY DISCUSSIONS BETWEEN BIDDERS AND MUNICIPAL OFFICIAL CONCERNING EXCHANGE OF MONEY OR OTHER THING OF VALUE FOR SPECIAL CONSIDERATION IN THE LETTING OF A CONTRACT.

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17 DAY OF April 2012

MY COMMISSION EXPIRES: 3-29-2016

MY COMMISSION NUMBER: 5617

Monna K. Doster
NOTARY PUBLIC (OR CLERK OR JUDGE)



INTEREST AFFIDAVIT

STATE OF OKLAHOMA

} SS

COUNTY OF OKLAHOMA

DORENE CROOK, OF LAWFUL AGE, BEING DULY SWORN, ON OATH, STATES THAT HE/SHE IS THE AGENT AUTHORIZED BY THE BIDDER TO SUBMIT THE ATTACHED BID. AFFIANT FURTHER STATES THAT NO OFFICER OR EMPLOYEE OF THE CITY OF MCALESTER EITHER DIRECTLY OR INDIRECTLY, OWNS ANY INTEREST IN THE BIDDER'S BUSINESS.

AFFIANT FURTHER STATES THAT THE FOLLOWING OFFICERS AND/OR EMPLOYEE OF THE CITY OF MCALESTER HAVE SOME DIRECT OR INDIRECT INTEREST IN THE BIDDER' BUSINESS.

NONE

BY: _____

SIGNATURE

DIRECTOR OF UNDERWRITING

TITLE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17 DAY OF April 2012

MY COMMISSION EXPIRES: 3-29-2016

MY COMMISSION NUMBER: 5617

Monna K. Doster
NOTARY PUBLIC



City of McAlester
Addendum to Request for Proposal – Insurance Service Contract

1. Organization; size, structure, and financial stability of firm.

a. Organization:

The Oklahoma Municipal Assurance Group a risk-sharing pool organized under the Oklahoma Interlocal Cooperation Act pursuant to O.S. 51: and authorized to do business in the State of Oklahoma. They are not an insurance company and as such are not rated by A.M. Best.

Copy of June 30, 2011 Audited Financial Statement is enclosed.

2. Pertinent references of both governmental and/or profit-making clients.

a. See attached list of municipalities covered under the OMAG plans.

3. Qualifications of staff to be assigned, noting persons with primary and secondary responsibility. Education, position in firm, and years and types of experience will be considered. This will be determined from material provided by the applicant.

a. Primary Contacts:

i. Dorene Crook – Director of Underwriting

Dorene manages the underwriting department for OMAG's liability, automobile, property and workers' compensation plans. Dorene has been with OMAG since 1989 serving as Workers' Compensation Program Manager and assisting the Underwriting Department with database and technical support. Additionally, she has served as a Marketing Representative traveling the state extensively for OMAG. She has over 30 years of experience in the insurance industry and is a licensed agent in property and casualty insurance, holding the certifications of CIC (Certified Insurance Counselor) and CISR (Certified Insurance Service Representative).

ii. Dorie Spitler – Municipal Liability and Property Manager

Dorie is licensed for property and casualty insurance with the Oklahoma State Insurance Department and holds the certification of CIC (Certified Insurance Counselor). She has been with OMAG since before 1986 and has over 26 years of experience in the insurance industry. As program manager for the liability plan, Dorie reviews existing insurance policies to ensure that all items are covered and that the policies are up-to-date. She attends council meetings to explain OMAG's liability plan, quotes new business and provides on-site property inventory and evaluation services. Dorie and Chuck Smith travel the state as marketing representatives for OMAG.

b. Secondary Contacts

i. Tina Kliewer – Senior Underwriting Technical Assistant

Tina assists with OMAG's Automobile, General Liability, Inland Marine and Property Plans including processing new accounts, endorsements and renewals. Tina also handles other insurance including public official bonds, airport liability and animal mortality.

She has been with OMAG since 2000 and previously worked for Sedgwick for three years.

She has a B.S. in Business Administration from Cameron University and is a native of Mountain View, OK.

ii. Cassandra Lemmons – Underwriting Technical Assistant

Cassandra assists with OMAG's Automobile, General Liability, and Inland Marine plans. She is responsible for processing new accounts, endorsements, and renewals.

Cassandra has been employed with OMAG since April of 2011

iii. Randy Stone – Underwriting Services Specialists

Randy joined the OMAG staff in 2009 and is responsible for assisting both the Underwriting and Plan Services departments. Randy assists in the process of policy renewal, policy reviews, customer service and marketing for all plans.

Randy has held an Oklahoma Independent Insurance Adjuster license since 2001 and has spent the last seven years working directly with OMAG's municipalities regarding general liability, auto, property and casualty claims. Randy's experience with Oklahoma Tort Law, claims handling and his relationship with both OMAG and their municipalities should serve as a beneficial addition to the OMAG staff.

Prior to 2001 Randy worked for over twenty seven years as a purchasing agent and production manager for a men's apparel manufacturer and was responsible for securing and negotiating contracts for materials and production planning.

c. Claims Services

OMAG contracts with Midlands Management Company for the handling of Liability and Property Claims. Personnel is as follows:

- i. Director of Claims
Jayne Spies
(405) 657-1400 ext 114
jspies@midman.com

ii. Senior Claims Examiner
Mary Ellis
(918) 439-9442
mellis@midman.com

iii. Claims Examiners

1. Brad Doublehead
(405) 657-1400 ext. 113
bdoublehead@midman.com

4. Responsiveness of the written proposal to the purpose and scope of services.

OMAG Loss Control Services provides recommendations to cities and towns to help minimize losses. Experienced loss control specialists conduct operational assessments to help identify any liability exposure, then follow up with appropriate training. Through these recommendations, our Loss Control staff will help you lower claims, better manage your risks, and ultimately keep your premiums down. Loss Control Services conducts both on-site training for individual municipalities and regional programs that provide information on loss-prevention topics designed specifically for municipal officials.

Programs offered include, but are not limited to:

**Loss Control Assessments
Police Liability Seminars
New Supervisor Seminars**

See enclosed

**“Free Value Added Services” brochure
“Austin’s Story” Shoot or Don’t Shoot Video
“Preventing Jail Suicide” Video**

a. Loss Control Staff

i. Pam Spinks – Loss Control Services Director

Pam manages loss control services for OMAG's plan participants. She and a staff of four specialists provide services which include on-site assessments, safety classes, law enforcement training and management skills classes. They also conduct regional training classes on many topics including risk management, law enforcement, municipal liability and workers' compensation. Prior to joining OMAG, Pam worked as the assistant to the risk manager of Anta Corporation in Oklahoma City. She holds a bachelor's degree from Oklahoma State University, a master's degree from the University of Central Oklahoma and has been with OMAG since 1984. She is also a Certified Real Colors® Facilitator.

ii. Kevin McCullough – Law Enforcement Specialists

Kevin provides on-site consultation for police departments and training on selected law enforcement topics, supplemented by publications written especially for law enforcement personnel. Kevin brings to OMAG over 25 years of law enforcement experience having served with small and large agencies on the municipal, county and state levels. His experiences include Police Chief, Field Training Officer, LEDT Instructor, EMT, Emergency Response Team member and Criminal Investigator. Kevin has an extensive background as an advanced Law Enforcement instructor. Kevin has an associate's degree from Oklahoma State University and an Advanced Law Enforcement Professionals' Certification. Kevin has been with OMAG since June of 2006.

iii. Billy Carter – Law Enforcement Specialists

Billy provides on-site consultation for police departments and training on selected law enforcement topics, supplemented by publications written especially for law enforcement personnel. Billy brings to OMAG over 30 years of law enforcement experience having served all 30 years with City of Choctaw at the municipal level. His experiences included, Field Supervision, Criminal Investigations, progressed through the ranks from Patrolman to Deputy Chief of Police, was appointed Chief of Police in March of 1997 and retired April 2010. Billy has obtained an Advanced Law Enforcement Professionals' Certification and is an LEDT instructor. Billy is Past President and Life Member of the Oklahoma Association of Chiefs of Police, Life Member of the International Association of Chiefs of Police, Life Member of the Oklahoma Sheriffs and Peace Officers Association and is a graduate of the F.B.I National Academy, Class 198. Billy has been with OMAG since April of 2010.

iv. Loss Control Specialists

1. Gary Cauthen

Gary conducts safety and health training classes throughout the state and performs safety and loss control inspections to assist OMAG cities and towns to identifying potential hazards. He holds Risk Manager for Public Entity (RMPE), Certified Playground Safety Inspector (CPSI) and Traffic Control Technician designations. Prior to joining OMAG, Gary spent 11 years as a building inspector and code enforcement officer for the City of Edmond. Gary holds both bachelor's and master's degrees from the University of Central Oklahoma in Industrial Safety and has been with OMAG since 1994.

2. Kip Prichard

Kip conducts safety training classes for OMAG cities and towns and reviews their losses to determine recommendations for reducing claims. Prior to joining OMAG, Kip worked as a therapist and facilitator for Hillcrest and St. Anthony's hospitals in Oklahoma City. He holds a bachelor's degree from Oklahoma Baptist University and a master's degree from the University of Central Oklahoma. Kip has been with OMAG since 1999

3. Ron Hammonds

Ron works with OMAG cities and towns to help them lower their claims and premiums by implementing effective loss control techniques. Prior to joining OMAG, Ron spent 8 years in the Air Force as a firefighter, then returned to civilian life to serve in safety, loss control and risk management capacities for a number of organizations. Originally from Oregon, Ron holds a bachelor's degree in industrial technology from Southern Illinois University. He also has an associate's degree in fire science and the certifications of Certified Safety Professional, Associate in Loss Control Management and Associate in Risk Management

5. Cost of Services (Percentage or Lump Sum)

Value Added Services are offered **FREE** to OMAG members participating in the Municipal Liability Protection Plan (MLPP) and Workers' Compensation Plans.

6. On-site Appraisals

OMAG's property reinsurer conducts on-site appraisals of buildings valued at \$1,000,000 or more every 3 years. Appraisals should be conducted during the 2013 program year.

BUILDINGS AND CONTENTS

	OMAG YES OR NO	Exception Yes or No
Description and locations attached	YES	
Coverage on a blanket or scheduled basis	Scheduled	
Replacement Cost	YES	
Deductible - Per Occurrence	\$2,500	
Cause of Loss: Special Form	YES	
Earthquake - \$1,000,000 any one occurrence	YES	
Terrorism	YES, Limited	
Includes Equipment Breakdown	YES	
Extentions of Coverage		
Accounts Receivable		
On Premises - \$25,000 - Off Premises \$15,000	YES	
Valuable Papers		
On Premises - \$25,000 - Off Premises \$15,000	YES	
Personal effects of Officers and Employees		
Per Employee \$5,000 - Per Occurrence \$100,000	YES	
Pollutant Cleanup & Removal		
\$10,000 Aggregate in any one Policy year	YES	
Ordinance or Law - \$250,000	YES	
Business Income		
\$25,000 - Any one occurrence	YES	
\$25,000 - Any one location	YES	
Extra Expense - \$1,000,000 Any one Occurrence	YES	
Theft, Disappearance and Destruction		
\$5,000 - Inside Premises - Per Occurrence	YES	
\$2,500 - Outside Premises - Per Occurrence	YES	
Newly constucted or Acquired Property		
\$1,000,000 Any one building, Any one Occurrence	YES - 120 Days	

ELECTRONIC DATA PROCESSING**OMAG****YES OR NO****Exception
Yes or No**

Description and value of equipment is attached	NO	
Deductible		
Replacement Cost	YES	
Cause of Loss: Special Form	YES	

NO BID - Bid Specs did not include an Electronic Data Processing Schedule

OMAG Property Plan provides \$25,000 Supplemental Coverage per occurrence
if not scheduled.

GENERAL LIABILITY

	OMAG YES OR NO	Exception Yes or No
Limits of Liability: Per The Oklahoma Governmental Tort Claims Act: \$ 25,000 Each Property Damage Loss Per Occurrence 125,000 Each Other Loss Per Occurrence \$ 1,000,000 Aggregate Per Occurrence	YES	
Occurrence Form	YES	
Aggregate Limits	NONE	
Deductible	NONE	
Does deductible apply to defense costs?	NO - Not Applicable	
Are expenses and defense costs in addition to limits of liability?	YES	
Who is in definition of Insured		
Public Entity	YES	
All officials of public entity (elected or appointed)	YES	
Governing Board Members	YES	
All employees, full or part-time, paid or volunteer	YES	
Employment-related actions covered	YES	
Trusts and authority utilities, whether city or trust-owned	Yes, Must be Named	
Policy subject to audit	NO	
Operations & premises on all operations & facilities owned, leased or used	YES	
Operation of mobile equipment	YES	
Premises medical payments	\$10,000 Volunteers	
Personal Injury	YES	
Contractual	Incidental Only	
Host liquor liability	Yes	
Fire legal liability	Yes, \$25,000	
Property in care, custody and control	Not Covered	
Incidental medical malpractice	YES, Applies to certified First Responders or licensed EMTs	

GENERAL LIABILITY (Continued)**OMAG****YES OR NO****Exception
Yes or No**

	YES OR NO	Exception Yes or No
Employee Benefits E & O	YES	
Construction, reconstruction, maintenance & repair operations to entities streets, roads, sidewalks, culverts, sewers, etc.	YES	
Special events sponsored by entity	YES	
Sudden & accidental pollution	Covered 25,000/125,000 subject to \$1,000 Deductible	
Punitive damages	Excluded	
Daycare/Nursing Homes	Not Covered	
Airports	Not Covered	
EMT Professional / First Responders	YES	
Assault & battery	YES	
Civil Rights violations	YES	
Canine coverage	YES	

PUBLIC OFFICIALS LIABILITY / ERRORS AND OMISSIONS

OMAG

YES OR NO

Exception
Yes or No

Limits of Liability: Per The Oklahoma Governmental Tort Claims Act: \$ 25,000 Each Property Damage Loss Per Occurrence 125,000 Each Other Loss Per Occurrence \$ 1,000,000 Aggregate Per Occurrence	YES	
Occurrence Form	YES	
Aggregate Limits	\$2,000,000	
Deductible	\$1,000; \$3,000 and \$10,000	
Does deductible apply to defense costs?	NO - Not Applicable	
Are expenses and defense costs in addition to limits of liability?	YES	
Who is in definition of Insured		
Public Entity	YES	
All officials of public entity (elected or appointed)	YES	
Governing Board Members	YES	
All employees, full or part-time, paid or volunteer	YES	
Does coverage pay on behalf or indemnify?	Pay on behalf	
Employment-related actions covered	YES	
Trusts and authority utilities, whether city or trust-owned	Yes, Must be Named	
Policy subject to audit	NO	
Coverage for discrimination, civil rights, ADA	YES	
Coverage applies to professional duties of attorneys, architects, engineers & accountants who are employees	YES	
Coverage applies to all utility services, including water, sewer, gas, electric and solid waste	YES	
Personal Injury	YES	
Incidental medical malpractice	YES, Applies to certified First Responders or licensed EMTs	
Punitive damages	Excluded	
EMT Professional / First Responders	YES	

POLICE PROFESSIONAL LIABILITY

OMAG

YES OR NO

Exception
Yes or No

Limits of Liability: Per The Oklahoma Governmental Tort Claims Act: \$ 25,000 Each Property Damage Loss Per Occurrence 125,000 Each Other Loss Per Occurrence \$ 1,000,000 Aggregate Per Occurrence	YES	
Occurrence Form	YES	
Aggregate Limits	\$2,000,000	
Deductible	\$1,000; \$3,000 and \$10,000	
Does deductible apply to defense costs?	NO - Not Applicable	
Are expenses and defense costs in addition to limits of liability?	YES	
Who is in definition of Insured		
Public Entity	YES	
All officials of public entity (elected or appointed)	YES	
Governing Board Members	YES	
All employees, full or part-time, paid or volunteer	YES	
Does coverage pay on behalf or indemnify?	Pay on behalf	
Employment-related actions covered	YES	
Trusts and authority utilities, whether city or trust-owned	Yes, Must be Named	
Policy subject to audit	NO	
Coverage for discrimination, civil rights, ADA	YES	
Coverage extends to false arrest, detention or imprisonment	YES	
Malicious prosecution	YES	
Wrongful entry, eviction, or the invasion of the right of privacy	YES	
Discrimination	YES	
Humiliation	YES	
Libel, slander	YES	
Publication or utterance in violation of an individual's right of privacy	YES	

POLICE PROFESSIONAL LIABILITY (Continued)**OMAG****YES OR NO****Exception
Yes or No**

Assault & battery	YES	
Violation of property rights	YES	
Violation of civil rights	YES	
Coverage applies to service performed under mutual aid agreements	YES	
Vicarious liability covered	YES	
Mental anguish, pain, suffering and/or humiliation included under definition of injury	YES	
Moonlighting (within scope of duties)	YES, if approved by Gov. Body	
Punitive damages	Excluded	

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

OMAG

YES OR NO

Exception
Yes or No

Limits of Liability: Per The Oklahoma Governmental Tort Claims Act: \$ 25,000 Each Property Damage Loss Per Occurrence 125,000 Each Other Loss Per Occurrence \$ 1,000,000 Aggregate Per Occurrence	YES	
Occurrence Form	YES	
Aggregate Limits	NONE	
Liability Deductible	NONE	
Does deductible apply to defense costs?	NO - Not Applicable	
Are expenses and defense costs in addition to limits of liability?	YES	
Who is in definition of Insured		
Public Entity	YES	
All officials of public entity (elected or appointed)	YES	
Governing Board Members	YES	
All employees, full or part-time, paid or volunteer	YES	
Medical Payments	NO	
Uninsured Motorists	NO	
All owned vehicles covered	YES, If scheduled	
Hired & non-owned	YES	
Mobile equipment covered while being transported by covered vehicle	YES	
AUTOMOBILE PHYSICAL DAMAGE		
Deductibles - Per schedule		
Replacement cost on certain PPT's	YES, within first 180 days on NEW PPT's	
Losses paid at Actual Cash Value	YES	

CONTRACTORS' AND/OR MISCELLANEOUS EQUIPMENT**OMAG****YES OR NO****Exception
Yes or No**

Description and value of equipment is attached		
Values:		
Miscellaneous Equipment \$ 335,351	Yes	
Contractors Equipment \$ 1,820,283	Yes	
Contractors' Leased or Rented Equipment	No	
Limit: \$		
Deductible	\$500	
Stated Amount applies	YES	
Cause of Loss: Special Form	Yes	

BID EXCEPTION

City of McAlester

Property Bid

All OMAG's property plan renewals require an automatic increase of 3.5% on all buildings and 1.5% on all contents.

Property schedule provided with bid specs are the City of McAlester's current policy written for the period of 8-12-11 through 8-12-12. To comply with the bid specs we have submitted a bid at the current values. However, if OMAG is awarded the bid the limits must be increased as shown above.

Please refer to OMAG's BID EXCEPTION coverage proposal for the renewal premium.

BUILDINGS AND CONTENTS

OMAG

YES OR NO

Exception
Yes or No

Description and locations attached	YES	
Coverage on a blanket or scheduled basis	Scheduled	
Replacement Cost	YES	
Deductible - Per Occurrence	\$2,500	
Cause of Loss: Special Form	YES	
Earthquake - \$1,000,000 any one occurrence	YES	
Terrorism	YES, Limited	
Includes Equipment Breakdown	YES	
Extentions of Coverage		
Accounts Receivable		
On Premises - \$25,000 - Off Premises \$15,000	YES	
Valuable Papers		
On Premises - \$25,000 - Off Premises \$15,000	YES	
Personal effects of Officers and Employees		
Per Employee \$5,000 - Per Occurrence \$100,000	YES	
Pollutant Cleanup & Removal		
\$10,000 Aggregate in any one Policy year	YES	
Ordinance or Law - \$250,000	YES	
Business Income		
\$25,000 - Any one occurrence	YES	
\$25,000 - Any one location	YES	
Extra Expense - \$1,000,000 Any one Occurrence	YES	
Theft, Disappearance and Destruction		
\$5,000 - Inside Premises - Per Occurrence	YES	
\$2,500 - Outside Premises - Per Occurrence	YES	
Newly constructed or Acquired Property		
\$1,000,000 Any one building, Any one Occurrence	YES - 120 Days	

BID Exception



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 4
Department: Finance
Prepared By: Cora Middleton Account Code: _____
Date Prepared: June 4, 2012 Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, authorizing the Mayor to accept proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage.

Recommendation

Motion to authorize the Mayor to accept proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage choosing the Option #3 at \$53,921 Premium option with a \$450,000/\$500,000 retention.

Discussion

On May 30, 2012, the City of McAlester opened sealed proposals for insurance services for Excess Worker's Compensation. The City advertised for and worked with other insurance carriers to receive bids, but the City received only one (1) bid, from Jordan-Carris. Included is a comparison of the deductible options submitted.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	06/04/12
City Manager	P. Stasiak <i>PJS</i>	06/05/12



Midwest Employers Casualty Company
Excess Workers Compensation
QUOTATION SHEET



Insured: City of M cAlester
 Policy #: EWC006547

Policy Effective Date: 08/01/2012
 Quote Date: 05/25/2012
 Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS		
	Option 1 0168595	Option 2 0168887	Option 3 0168753
State(s)	OK	OK	OK
SPECIFIC:			
Specific Limit	STATUTORY	STATUTORY	STATUTORY
Specific Retention	\$400,000	\$400,000	\$450,000
Specific Retention - 7720	\$450,000	NA	NA
Specific Retention - 7710	NA	NA	\$500,000
Specific Retention - 7720	NA	NA	\$500,000
Specific Retention - 7710	\$450,000	NA	NA
Specific Retention - 7720	NA	\$500,000	NA
Specific Retention - 7710	NA	\$500,000	NA
EMPLOYERS LIABILITY:			
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific
AGGREGATE:			
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Rate as a % of Normal Premium	176.6%	179.4%	181.8%
Estimated Aggregate Retention	\$1,181,456	\$1,200,188	\$1,216,244
Minimum Aggregate Retention	\$1,157,827	\$1,178,184	\$1,191,919
Aggregate Loss Limit	\$400,000	\$400,000	\$450,000
RATING BASE:			
Est. Annual Payroll	\$9,852,506	\$9,852,506	\$9,852,506
Est. Annual Manual Premium	\$669,001	\$669,001	\$669,001
Length of Policy Period (Years)	1.000000	1.000000	1.000000
Est. Policy Prd Normal Premium	\$669,001	\$669,001	\$669,001
Rate as a % of Normal Premium	9.03%	8.55%	8.06%
PREMIUM:			
Total Est Policy Prd Premium (including Flat Charges)	\$60,411	\$57,200	\$53,921
Policy Prd Minimum Premium	\$54,370	\$51,480	\$48,529
Deposit Premium	\$60,411	\$57,200	\$53,921
Deposit Flat Charge(s)	NA	NA	NA
Total Deposit Due	\$60,411	\$57,200	\$53,921
Terrorism Risk Ins Act of 2002 (Incl in Total Deposit Due above)	\$1,812.00	\$1,716.00	\$1,618.00
Commission	10%	10%	10%

**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.

How your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear risks. 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 aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

This 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: EW006547



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

JORDAN CARRIS

Serving Oklahomans Since 1900

1.800.395.4045

INSURANCE & BONDS

P.O. Box 1125 • 212 E. Cherokee • McAlester, Oklahoma 74502 • 918.423.4045

May 29, 2012

City of McAlester
Cora Middleton, City Clerk
PO Box 578
McAlester, OK 74502

RE: Workers Compensation
EWC006547
Effective 08/01/12 to 08/01/13

Dear Mrs. Middleton,

Enclosed are the renewal quotes for the Excess Workers Compensation from Midwest Employers Casualty Company. Your renewal date is 8/1/12. Midwest Employers Casualty Company has provided 3 options this year; all options are the same, except for the retention.

Option #1, has a 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 \$60,411. (This is the option that you currently have).

Option #2 has a \$400,000 retention for all job classifications except police and fire, their retention would be \$500,000. The annual premium for this option is \$57,200.

Option #3 has a retention of \$450,000 for all job classifications except police and fire, their retention would be \$500,000. The annual premium for this option is \$53,921.

We appreciate the opportunity to provide this quote to you. If you have any questions or need me 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 what option you have chosen and we will get the coverage bound for you on August 1, 2012.

Best Regards,



Bruce Jordan



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 our 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.

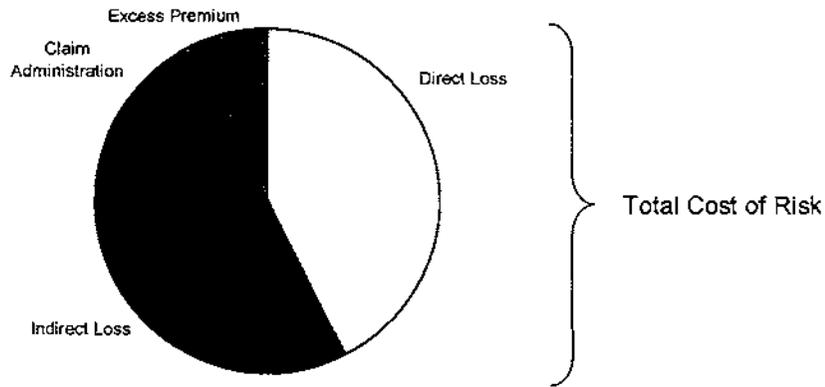
Key Differences Between Excess Workers' Compensation and Retained Workers' Compensation Losses

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

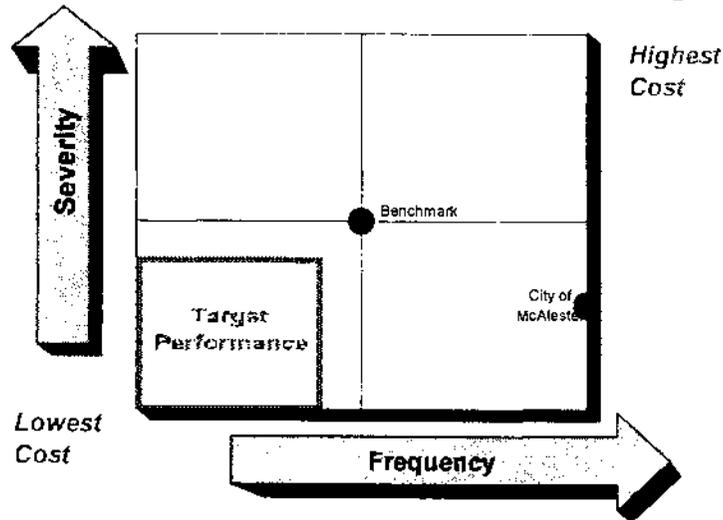
	Predictable Risk	Unpredictable Risk
Disabilities Experienced	Medical Only (no lost time) Temporary Disability	Fatalities Permanent Disability
Claim Types	Cuts, Breaks, Sprains, Strains	Brain, Spinal, Burn, Amputation, Death
Claim Predictability	High	Low
Disability Duration	0 - 3 years	Remaining Lifespan
Cost Driver	Indemnity; Wage Replacement	Medical
Medical Inflation	< 10% annually, protected by excess coverage	> 10% annually, future medical advances unknown
	Customized Service Plan	Expert Claims Team
MECC Solutions	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



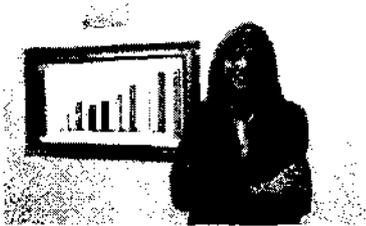
**All employers can reduce their Direct WC Losses by at least 10%.
Doing so would save City of McAlester \$79,600 annually.
MECC can help you achieve this.**

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."



Online 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: Q 16a.

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 Services Coordinator: 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: 06/12/12 Item Number: 5
Department: Fire Department
Prepared By: Brett Brewer Account Code: _____
Date Prepared: 06/01/12 Budgeted Amount: _____
Exhibits: 6

Subject

Discussion, and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Recommendation

Motion to approve the purchase of Structural Firefighting Boots, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Discussion

The Fire Department recently purchased new Bunker Gear (coats and pants), the purchase of Structural Firefighting Boots will complete the Bunker Gear sets. Bids were sent out for the boots, and the award was given to Casco Industries. The funds to be used from the county quarter cent excise tax for fire services. The Fire Administration recommends the approval of this purchase.

Attachments:

- 1) Invitation to Bid
- 2) Casco Industries Terms and Conditions
- 3) Resolution to Advertise
- 4) Specifications
- 5) Casco Industries Bid of \$315.00
- 6) Pittsburg County Commissioners Minutes (Page 13)

Approved By

		Initial	Date
Department Head		BB	06/01/12
City Manager	P. Stasiak		06/05/12



Pittsburg County, Oklahoma
COUNTY PURCHASING OFFICE
 Pittsburg County Court House
 McAlester, Oklahoma
 Phone: (918) 423-4934

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE
 SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

DATE ISSUED
 7-May-12
 PAGE 1 OF

BID NUMBER Bid # 19	BID CLOSING DATE AND HOUR May 21, 2012 @ 10:00AM	REQUIRED DELIVERY DATE Days after award of Purchase Order
------------------------	---	--

TERMS: DATE OF DELIVERY:

Item	Quantity	Unit of issue	DESCRIPTION	Unit Price	Total
	1		Board of County Commissioners wishes to advertise for the following equipment to be paid for with County Fire Tax Dollars for the McAlester Fire Department: One or more Pairs of Structural Fire Fighting 14" Pull-On Boots See Specifications Attached Globe Structural Supreme Leather Boot 14" #1201400	315.00	\$ 315.00

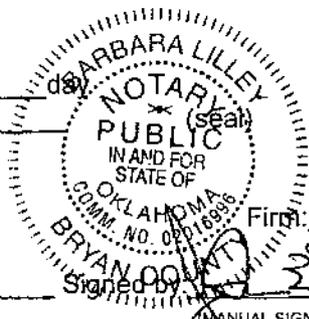
TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Pittsburg County Courthouse, McAlester, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Pittsburg County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until delivered.

(DATE)

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this 14th day of May 2012



My commission expires 10/7/14

Signed by [Signature] Title: Casco Industries
salesman
(MANUAL SIGNATURE OF UNDERSIGNED)

Barbara Lilley
 NOTARY PUBLIC (CLERK OR JUDGE)

Address: 3801 N.W. 10th Phone: 405-945-0400
 City: Oklahoma City State: OK.
 Zip: 73107

NOTE: Other terms and conditions can be added at the discretion of the county officers.

RESOLUTION
To
Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 7, 2012.

WHEREAS, the Board of County Commissioners wishes to advertise for the following equipment to be paid for with County Fire Tax dollars for the McAlester Fire Department:

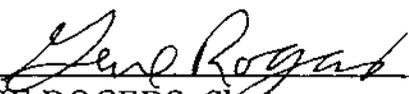
One or More Pairs of Structural Fire Fighting 14" Pull-On Boots

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Parkway, Room 103, McAlester, Oklahoma or online at pittsburg.okcounties.org.

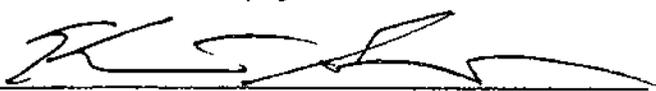
THEREFORE, each competitive bid submitted to the county must be accompanied with an affidavit for filing with the competitive bid form, as required by 61 O.S. § 138.

Sealed bids will be received and filed with the Pittsburg County Clerk and opened on Monday, May 21, 2012 at 10:00 a.m. in the conference room of the Board of County Commissioners, Pittsburg County Courthouse, 115 E. Carl Albert Parkway, McAlester, Oklahoma. Contract will be awarded to the lowest or best bidder. The Board of County Commissioners, Pittsburg County, reserves the right to reject all bids and re-advertise.

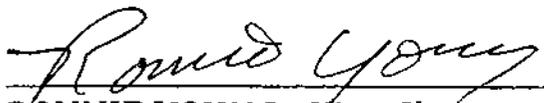
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA



GENE ROGERS, Chairman



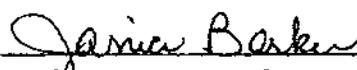
KEVIN SMITH, Member



RONNIE YOUNG, Vice-Chairman



ATTEST:



JANICE BARKER, County Clerk

Specifications for Structural Fire Fighting 14" Pull-On Boots

FootGear Structural Supreme

NFPA 1971 and NFPA 1992 Compliant

Meets or exceeds NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, 2007 Edition* for Structural Fire Fighting and NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, 2005 Edition*.

Comply Exception

General Design

14" Pull-On athletic footwear (cement construction) boot, black flame-resistant and waterproof leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded heel counter, internal heel fit system, and removable molded footbeds including a second thicker pair.

Comply Exception

Slip Resistance

Boots must exceed the minimum test values for slip resistance of left and right foot as detailed below to provide superior performance in dry, wet, and frosted rough ice conditions. Boots that do not exceed these minimums in all conditions will not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing that the boots bid meet this requirement.

Test Method:	SATRA TM144:2007 Slip Resistance of Footwear and Floorings Load = 500 N
Clay Quarry Tiles:	Heel Dry = 1.00 Heel Wet = 0.80 Forepart Dry = 1.10 Forepart Wet = 0.80
Frosted Rough Ice:	Heel = 0.30 Forepart = 0.35

Comply Exception

Flexibility

Boots must reach the Maximum Flex Angle of 50 degrees without exceeding the critical bending moment with a resulting stiffness Index not to exceed 10.0 as detailed below to provide maximum flexibility. Boots that do not meet this requirement will not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing that the boots bid meet this requirement.

Test Method:	SATRA TM194:2004 Longitudinal stiffness of footwear
--------------	--

Comply Exception

FireStorm Leather

Heavy-duty, flame-resistant and waterproof full-grain cattle hide leather measuring 2.0 -- 2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather in collar and flex areas for mobility. Leather is chrome tanned to withstand high temperature with minimal shrinkage, re-tanned to impart water resistance and low water absorption, and finished to retain maximum breathability. Leather meets or exceeds the following physical tests:

Water Penetration	ASTM D2009	15,000 flex minimum
Dynamic Water Absorption	ASTM D2009	10% maximum
Static Water Absorption	ASTM D6015	30% maximum
Slit Tearing Strength	ASTM D2212	30 pound minimum
Moisture Vapor Transmission	ASTM D5052	350 g/meter ² /24 hours minimum
Flame Resistance	NFPA 1971	afterflame no more than 2.0 sec, not melt or drip, no burn through

Comply Exception

Bootie-Shield Liner

A protective bootie-shield of 65% NOMEX®, 35% KEVLAR® fiber stitchbonded non-woven batting weighing 4.0 oz/yd² is positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional protective bootie-shield between the leather shell and the CROSSTECH® moisture barrier bootie will not be acceptable.

Comply Exception

CROSSTECH® Footwear Fabric

A full-height bootie liner made from a package of Cambrelle®, 300g insulation, and CROSSTECH® moisture barrier to provide protection unmatched by any other waterproof, breathable barrier and as defined by the specified NFPA standards.

Comply Exception

Athletic Footwear (Cement) Construction

Contoured outsoles are bonded to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. This attachment process is far more flexible than welted construction. Goodyear welt or direct attach construction methods are not be acceptable.

Comply Exception

VIBRAM® Synthetic Rubber Contoured Cup Outsole

Molded synthetic rubber outsole wraps onto the upper for athletic shoe performance. Flame, abrasion, oil, acid, and slip resistant compound engineered for high-traction, cold-weather resistance, and durability. Siping lines cut into flat areas open up when flexed to provide additional traction on water and ice. Self-cleaning lugs and omni-direction tread pattern designed for superior performance in all terrains and when working on ladders.

Comply Exception

LENZI® Puncture Protection

High performance penetration protection made from multiple layers of HT ceramic fabric (PEOX blended with silicates). Far more flexible than a steel plate and doesn't transmit heat or cold. Exceeds NFPA standards for safety. Metal plates will not be acceptable.

Comply Exception

3D Composite Lasting Board

Boot uppers are lasted to a molded and contoured dual-density lasting board with a built-in flex zone in the forefoot and a torsionally stable heel.

Comply Exception

Composite Shank

Lighter than steel, doesn't transmit heat or cold, and springs back to shape better. Metal shank will not be acceptable.

Comply Exception

Composite Safety Toe Cap

Lighter than steel and doesn't transmit heat or cold. Exceeds NFPA standards for safety. Metal toe caps will not be acceptable.

Comply Exception

Molded Heel Counter

A rugged heel counter is individually molded to fit each size perfectly.

Comply Exception

Padded Shin Guard

Padded polymer shin guard provides extra protection when you are working on a ladder.

Comply Exception

Synthetic Rubber Toe Bumper

Molded synthetic rubber toe bumper provides abrasion resistance when crawling. Cemented and 2-needle stitched to the vamp.

Comply Exception

3M SCOTCHLITE™ Reflective Material

Flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

Comply Exception

Leather Pull-Straps

Leather pull-straps are securely attached to the leather uppers with box and cross stitching to keep them on for good. Pull strength must be a minimum of 120 lbs when tested with a single handle.

Comply Exception

Internal Fit System

Anatomical foam insert wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.

Comply Exception

3D Molded Footbed

Removable urethane foam footbeds are contoured to cradle and cushion the bottom of the foot and to provide arch support. Moisture-wicking and anti-microbial fabric top layer.

Comply Exception

Custom Fit System

A second pair of 3D Molded Footbeds that are thicker in the forefoot is provided with every pair for a custom fit. This thicker footbed provides a snugger fit.

Comply Exception

Sizes

Boots must be available in Men's 5 – 12.5 (full and half sizes), 13 – 17 (full sizes only) in Medium, Wide, and X-Wide widths. Boots must also be available in a Wide Calf model in the same size range that will provide an additional 3 inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's 5 – 10 (full and half sizes) in Medium, Wide, and X-Wide widths.

Comply Exception

Resoling Service

Boots must be able to be resoled at the factory with new outsoles as needed.

Comply Exception

Country of Origin

Made in USA.

Comply Exception



"Providing protection for those who protect us"
Casco INDUSTRIES, INC.

3601 Northwest Tenth
 Oklahoma City, OK

TOLL FREE 1-800 749-3552

Office (405) 945-0400
 Fax (405) 945-0401



To:

McAlester Fire Dept.
McAlester, OK.

DATE	5/15/2012
YOUR INQUIRY DATE	
WRITTEN BY	John Vietta
TERMS	30 Day (BID)
Phone	580-775-2671

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on the date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1		GLOBE Structural Supreme Leather Boot		
2	1	#1201400 14"	\$ 315.00	\$ 315.00
3				
4				
5				
6				
7				
8				\$ -
9				\$ -
10				\$ -

QUOTE VALID FOR
 30 DAYS
 BY
 JOHN VIETTA

SUBTOTAL	
TAX RATE	
SALES TAX	\$ -
SHIPPING & HANDLING	
TOTAL	\$ 315.00

Pittsburg County Commissioners Minutes
May 29, 2012
Page 13

NAY: None.

Motion Passed.

W. RESOLUTION TO DECLARE ITEM JUNK AND REMOVE FROM INVENTORY TO BE DISPOSED OF AT LANDFILL- PITTSBURG COUNTY ANIMAL SHELTER:
Rogers read resolution. Rogers made a motion to declare item junk; seconded by Young.

AYE: Gene Rogers
Ronnie Young
Kevin Smith

NAY: None.

Motion Passed.

X. AWARD BID FOR STRUCTURAL FIREFIGHTING 14" PULL-ON BOOTS- MCALESTER FIRE DEPARTMENT: Rogers read resolution. Smith made a motion to award bid to Casco Industries; seconded by Rogers.

AYE: Gene Rogers
Ronnie Young
Kevin Smith

NAY: None.

Motion Passed.

PITTSBURG COUNTY CLERK
 JANICE BARKER

6/6/2012
 2:23:39PM

Appropriation Ledger
 Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
 Fiscal Year 2011-2012

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/5/2011	CARRYOVER BALANCE			\$65585.03	CARRYOVER FROM 2010-2011			65,585.03	0.00	65,585.03
	8/1/2011	MONTHLY APPROPRIATION			\$6728.01	JULY 2011			72,313.04	0.00	72,313.04
	8/18/2011	SERVA-LITE	001418	\$669.00					72,313.04	669.00	71,644.04
	8/22/2011	SERVA-LITE	001418			\$669.00	8/30/2011	000207	71,644.04	0.00	71,644.04
	9/6/2011	MONTHLY APPROPRIATION			\$5809.17	AUGUST 2011			77,453.21	0.00	77,453.21
	10/3/2011	MONTHLY APPROPRIATION			\$6323.17	SEPTEMBER 2011			83,776.38	0.00	83,776.38
	11/7/2011	MONTHLY APPROPRIATION			\$7276.84	OCTOBER 2011			91,053.22	0.00	91,053.22
	11/7/2011	CARRYOVER BALANCE			\$565.00	CARRYOVER FROM 2010-2011			91,618.22	0.00	91,618.22
	12/5/2011	MONTHLY APPROPRIATION			\$7060.30	NOVEMBER 2011			98,678.52	0.00	98,678.52
	12/9/2011	NEWS CAPITAL & DEMOCRA	004768	\$40.80					98,678.52	40.80	98,637.72
	12/13/2011	NEWS CAPITAL & DEMOCRA	004768			\$40.80	12/16/2011	000740	98,637.72	0.00	98,637.72
	1/3/2012	MONTHLY APPROPRIATION			\$6190.23	DECEMBER 2012			104,827.95	0.00	104,827.95
	1/23/2012	TRANSFER			\$-41100.00	Transfer To Fd-Mcal-3			63,727.95	0.00	63,727.95
	2/6/2012	MONTHLY APPROPRIATION			\$6759.06	JAN 2012			70,487.01	0.00	70,487.01
	2/21/2012	TRANSFER			\$-40000.00	TRANSFER TO FD-MCAL-3			30,487.01	0.00	30,487.01
	3/5/2012	MONTHLY APPROPRIATION			\$7086.88	FEB 2012			37,573.89	0.00	37,573.89
	4/2/2012	MONTHLY APPROPRIATION			\$6666.95	MARCH 2012			44,240.84	0.00	44,240.84
	5/7/2012	MONTHLY APPROPRIATION			\$7609.53	APRIL 2012			51,850.37	0.00	51,850.37
	5/14/2012	NEWS CAPITAL & DEMOCRA	009057	\$48.30					51,850.37	48.30	51,802.07
	5/21/2012	NEWS CAPITAL & DEMOCRA	009057			\$48.30	5/25/2012	001521	51,802.07	0.00	51,802.07
	6/4/2012	MONTHLY APPROPRIATION			\$6816.84	MAY 2012			58,618.91	0.00	58,618.91
	6/4/2012	Range Totals:		\$758.10	\$0.00	\$758.10					

Year Total: \$758.10 \$0.00 \$758.10 \$58,618.91 \$0.00 \$58,618.91

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

PITTSBURG COUNTY CLERK 6/6/2012
 JANICE BARKER 2:23:39PM

Appropriation Ledger
 Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY
 Fiscal Year 2011-2012

Dist.	Date	Vendor	PO #	PO Amount	Adjustment	Amount	Warrant	Unexpended	Unliquidated	Unencumbered
					Amount	Approved			Paid	
	7/5/2011	CARRYOVER BALANCE			\$9484.81	CARRYOVER FROM 2010-2011		9,484.81	0.00	9,484.81
	11/7/2011	CARRYOVER BALANCE			\$2338.30	CARRYOVER FROM 2010-2011		11,823.11	0.00	11,823.11
	1/23/2012	TRANSFER			\$41100.00	Transfer From Fd-Mcal-2		52,923.11	0.00	52,923.11
	2/21/2012	TRANSFER			\$40000.00	TRANSFER FROM FD-MCAL-2		92,923.11	0.00	92,923.11
	3/5/2012	CASCO INDUSTRIES	007071	\$72,238.00				92,923.11	72,238.00	20,685.11
	3/30/2012	MUSKOGEE COMMUNICATI	007837	\$1,854.90				92,923.11	74,092.90	18,830.21
	4/3/2012	MUSKOGEE COMMUNICATI	007941	\$2,673.60				92,923.11	76,766.50	16,156.61
	4/26/2012	ICOM AMERICA	008526	\$10,810.62				92,923.11	87,577.12	5,345.99
	6/4/2012	ICOM AMERICA	008526			\$10,810.62	001567	82,112.49	76,766.50	5,345.99
	6/4/2012	Range Totals:		\$87,577.12	\$0.00	\$10,810.62				

Year Total: \$87,577.12 \$0.00 \$10,810.62 \$82,112.49 \$76,766.50 \$5,345.99

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



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 6
Department: Community Services
Prepared By: Mel Priddy Account Code: _____
Date Prepared: June 4, 2012 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area.

Recommendation

Motion to approve an award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project.

Discussion

There were three bidders that presented proposals for the Project. The FAA, OAC, and the City have funded the as bid. The City has elected to award the Base Bid (only) to the lowest bidder. The lowest base bid was Total Investment Company of Guthrie, Okla. The amount of the base bid was \$1,550,086.00. LBR and the City recommends that the base bid be awarded to Total Investment Company in the amount of \$1,550,086.00 contingent upon FAA issuing a favorable environmental determination for the Project. A letter of recommendation from LBR, Inc. is enclosed for the Council's consideration. Also enclosed is a Bid Tabulation from LBR, Inc.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	06/04/12
City Manager	P. Stasiak <i>PJS</i>	06/05/12



LBR Inc. Airport Consultants

June 4, 2012

Honorable Mayor and City Council
City of McAlester
28 E. Washington
P.O. Box 578
McAlester, Oklahoma 74502

Dear Mayor Harrison,

Bids to "Improve Runway 2-20 Safety Areas; Remove 2-20 Approach Surface Obstructions", FAA AIP 3-40-0057-011 & 012 -2011 and OAC Project # MLC-12-FS at McAlester Regional Airport were received Friday, September 2, 2011. The "Tabulation of Bids" is enclosed.

There were three bidders, that presented proposals. The FAA, OAC, and The City have funded the as bid. The City has elected to award the Base Bid (only) to the lowest bidder. The lowest Base Bid bidder was Total Investment Company. The amount of the Base Bid was \$1,550,086.00. LBR recommends that the Base Bid be awarded to Total Investment Company in the amount of \$1,550,086.00, contingent upon the FAA issuing a favorable environmental determination for the project. The "Notice to Proceed" cannot be issued until FAA makes a determination regarding the recent environmental issues.

The City will rebid the Alternate MALS work due to FAA required changes, to the contract documents.

Please authorize the Mayor, and City Attorney to sign all required documents, the construction contract, the sponsor's certifications, and any other documents, related to the FAA - AIP or OAC project. All referenced documents will be forthcoming from LBR Inc., OAC, and the FAA.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this most important project for the City of McAlester and the McAlester Regional Airport.

Respectfully Submitted,

Kevin Reeder, President

KR/kdr

Enclosures

BID TABULATION

IMPROVE RUNWAY 2-20 SAFETY AREAS; REMOVE 2-20
 APPROACH SURFACE OBSTRUCTIONS.
 AIP PROJECT 3-40-0057-010-2011 AT
 McALESTER REGIONAL AIRPORT, McALESTER, OKLAHOMA

Bids Received by
 1:30 P.M., Friday, September 2, 2011
 City Hall
 McAlester, Oklahoma

Item	Description	Quantity	Unit	Total Investment Company		Atlas General Contractors, LLC		CP3 Enterprises, Inc.		Engineer's Estimate LBR Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID											
1	Traffic Maintenance	1	LS	\$19,116.00	\$19,116.00	\$29,700.00	\$29,700.00	\$40,184.00	\$40,184.00	\$35,000.00	\$35,000.00
2	Mobilization, Bonds and Temporary Erosion Control	1	LS	\$65,726.00	\$65,726.00	\$320,000.00	\$320,000.00	\$75,516.00	\$75,516.00	\$80,000.00	\$80,000.00
3	Relocation of Existing 8' Deer Fence - Using Existing Materials	330	LF	\$21.24	\$7,009.20	\$17.80	\$5,874.00	\$18.27	\$6,029.10	\$10.00	\$3,300.00
4	Construct New 8' Deer Fence - Furnish All New Materials	910	LF	\$33.63	\$30,603.30	\$17.80	\$16,198.00	\$24.36	\$22,167.60	\$9.00	\$8,190.00
5	Furnish and Install New 8' Tall Deer Fence Gate - 12 Feet Wide	1	Ea	\$1,475.00	\$1,475.00	\$500.00	\$500.00	\$1,827.00	\$1,827.00	\$600.00	\$600.00
6	Provide and Install Type IV Riprap, In Place	270	SY	\$36.19	\$9,771.30	\$34.00	\$9,180.00	\$93.79	\$25,323.30	\$30.00	\$8,100.00
7	Cleaning and Grubbing	10	Ac	\$2,950.00	\$29,500.00	\$1,650.00	\$16,500.00	\$8,038.80	\$80,388.00	\$1,500.00	\$15,000.00
8	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste On Airport Property	35,910	CY	\$2.77	\$99,470.70	\$3.70	\$132,867.00	\$7.13	\$256,038.30	\$3.50	\$125,685.00
9	Unclassified Excavation: Normal Excavation to Required Grades	77,790	CY	\$3.13	\$243,482.70	\$5.10	\$398,729.00	\$11.51	\$895,362.90	\$3.00	\$233,370.00
10	Rock Excavation	77,790	CY	\$5.02	\$390,505.80	\$20.30	\$1,579,137.00	\$17.54	\$1,364,436.60	\$8.00	\$622,320.00
11	Borrow Excavation	35,700	CY	\$4.25	\$151,725.00	\$5.06	\$180,642.00	\$4.45	\$158,865.00	\$5.00	\$178,500.00
12	Embankment in Place: Normal Embankment to Required Grades	42,090	CY	\$3.07	\$129,216.30	\$3.10	\$130,479.00	\$6.03	\$253,802.70	\$3.50	\$147,315.00
13	Embankment in Place: Replace Topsoil, 6" Thick	35,910	CY	\$2.77	\$99,470.70	\$4.50	\$161,595.00	\$6.03	\$216,537.30	\$3.00	\$107,730.00
14	Surveying (Cross Sectioning for Engineering Use Only)	120	C. Hrs.	\$125.00	\$15,000.00	\$134.00	\$16,080.00	\$194.88	\$23,385.60	\$150.00	\$18,000.00
15	Remove and Waste Existing 18 Inch RCP	980	LF	\$6.48	\$6,360.20	\$8.90	\$8,722.00	\$7.67	\$7,516.60	\$30.00	\$29,400.00
16	Remove and Waste Existing Field Inlet	3	Ea	\$472.00	\$1,416.00	\$1,125.00	\$3,375.00	\$1,827.00	\$5,481.00	\$3,500.00	\$10,500.00
17	Adjust Existing Field Inlet to Grade	1	Ea	\$3,186.00	\$3,186.00	\$1,125.00	\$1,125.00	\$7,003.50	\$7,003.50	\$2,500.00	\$2,500.00
18	Remove and Waste Existing 6' Wide Concrete Plume	60	SY	\$7.08	\$424.80	\$34.00	\$2,040.00	\$11.66	\$712.80	\$20.00	\$1,200.00
19	Seeding - Temporary or Permanent (Including Fertilizing and Watering)	89	Ac	\$944.00	\$84,016.00	\$1,252.00	\$111,428.00	\$1,657.45	\$146,513.05	\$1,500.00	\$133,500.00
20	Solid Slab Bermuda Sodding (Including Fertilizer and Watering)	45,000	SY	\$1.52	\$68,400.00	\$1.40	\$63,000.00	\$4.26	\$191,700.00	\$2.00	\$90,000.00
21	Remove, Store and Reinstall Existing Light Fixtures on New PCC Pads at Finished Grade	107	Ea	\$693.00	\$74,151.00	\$701.00	\$75,007.00	\$767.34	\$82,105.38	\$450.00	\$48,150.00
22	Remove, Store and Reinstall Existing Guidance Sign Elements on All New PCC Pads at Finished Grade	3	Ea	\$2,156.00	\$6,468.00	\$2,182.00	\$6,546.00	\$2,367.28	\$7,101.84	\$1,900.00	\$5,700.00
23	Adjust Duct Marker to Finished Grade	6	Ea	\$115.50	\$693.00	\$117.00	\$702.00	\$127.89	\$767.34	\$10.00	\$60.00
24	Adjust Airfield Lighting Vault to Finished Grade	9	Ea	\$627.00	\$5,643.00	\$634.00	\$5,706.00	\$694.26	\$6,248.34	\$500.00	\$4,500.00
25	Adjust Airfield Lighting Pull Box to Finished Grade	12	Ea	\$555.50	\$6,666.00	\$562.00	\$6,744.00	\$615.09	\$7,381.08	\$300.00	\$3,600.00
26	Insurance Premium to Add City & Engineer as Additional Insured's to Contractor's Liability Policy	1	LS	\$590.00	\$590.00	\$500.00	\$500.00	\$1,218.00	\$1,218.00	\$1,000.00	\$1,000.00
TOTAL BASE BID					\$1,550,088.00		\$3,280,476.00		\$3,902,482.33		\$1,913,420.00

Item	Description	Quantity	Unit	Total Investment Company		Adas General Contractors, LLC		CP3 Enterprises, Inc.		Engineer's Estimate LBR Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ALTERNATE - MALS Reconstruction and Access Roads											
27	Mobilization, Bonds and Temporary Erosion Control	1	LS	\$5,750.00	\$5,750.00	\$24,500.00	\$24,500.00	\$15,225.00	\$15,225.00	\$20,000.00	\$20,000.00
28	ODOT-303 Aggregate Base Type A, 6" Thick for Access Road and Walkways	340	CY	\$51.86	\$17,632.40	\$40.50	\$13,770.00	\$91.35	\$31,059.00	\$85.00	\$28,900.00
29	ODOT-310 Subgrade, Method B	1,020	SY	\$1.44	\$1,468.80	\$3.70	\$3,774.00	\$4.76	\$4,855.20	\$29.00	\$29,400.00
30	ODOT-325 Separator Fabric for Access Road	1,150	SY	\$4.37	\$5,025.50	\$2.30	\$2,645.00	\$4.20	\$4,830.00	\$5.00	\$5,750.00
31	ODOT-408 Prime Coat (Est'd at 0.25 gal. per SY)	110	Gal	\$5.18	\$569.80	\$11.10	\$1,221.00	\$12.18	\$1,339.80	\$7.50	\$825.00
32	ODOT-411 Asphalt Concrete, Type S4 (PG 64-22 OK) - Access Road, 3" Thick	80	Tn	\$143.46	\$11,476.80	\$189.00	\$15,120.00	\$207.06	\$16,564.80	\$170.00	\$13,600.00
33	Solid Slab Bermuda Sodding (Including Fertilizer and Watering)	840	SY	\$2.01	\$1,688.40	\$1.40	\$1,176.00	\$4.63	\$3,889.20	\$3.85	\$3,234.00
34	Construct 8" x 36" Trench with Backfill for 2" PVC	1,500	LF	\$5.87	\$8,805.00	\$5.70	\$8,550.00	\$5.21	\$9,315.00	\$3.00	\$4,500.00
35	Construct 18" x 36" Trench with Backfill for 2" PVC	800	LF	\$12.65	\$10,120.00	\$12.25	\$9,800.00	\$13.40	\$10,720.00	\$4.00	\$3,200.00
36	Furnish and Install Cable 1/C No. 2, 600V Type THWN XLP	4,175	LF	\$5.75	\$24,006.25	\$5.60	\$23,380.00	\$5.09	\$25,425.75	\$2.25	\$9,393.75
37	Furnish and Install Cable 1/C No. 4, 600V Type THWN XLP	2,300	LF	\$2.88	\$6,624.00	\$2.80	\$6,440.00	\$3.05	\$7,015.00	\$2.50	\$5,750.00
38	Furnish and Install No. 10 Bare Copper Wire with Ground Rods	1,500	LF	\$4.95	\$7,425.00	\$4.80	\$7,200.00	\$5.24	\$7,860.00	\$2.00	\$3,000.00
39	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	1,500	LF	\$2.88	\$4,320.00	\$2.80	\$4,200.00	\$3.05	\$4,575.00	\$2.50	\$3,750.00
40	Furnish and Install Electrical Handhole 2' x 3', Type A	3	Ea	\$10,102.75	\$30,308.25	\$9,900.00	\$29,400.00	\$10,700.13	\$32,100.39	\$5,500.00	\$15,500.00
41	Remove and Store the Above-Grade Elements of Existing MALS Light Bar Fixtures (Approximately 15)	1	LS	\$14,255.50	\$14,255.50	\$12,800.00	\$12,800.00	\$15,066.66	\$15,066.66	\$10,000.00	\$10,000.00
42	Construct MALS Light Bar at Sta. 98+00 (Existing Fixtures to be Re-Used on New LIR Mounting Height <6'-00")	1	LS	\$11,178.00	\$11,178.00	\$12,200.00	\$12,200.00	\$11,838.96	\$11,838.96	\$25,000.00	\$25,000.00
43	Construct MALS Light Bar at Sta. 95+75 (Existing Fixtures to be Re-Used on New LIR MG-20)	1	LS	\$21,206.00	\$21,206.00	\$21,900.00	\$21,900.00	\$22,459.92	\$22,459.92	\$25,000.00	\$25,000.00
44	Construct MALS Light Bar at Sta. 93 + 75 (Existing Fixtures to be Re-Used on New LIR MG-40)	1	LS	\$43,038.75	\$43,038.75	\$42,400.00	\$42,400.00	\$45,583.65	\$45,583.65	\$40,000.00	\$40,000.00
TOTAL ALTERNATE					\$224,898.45		\$240,476.00		\$269,723.33		\$239,852.75



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 7
Department: Information Technology
Prepared By: Peter J. Stasiak/James Stanford Account Code: _____
Date Prepared: June 5, 2012 Budgeted Amount: _____
Exhibits: Agreement

Subject

Consider, and act upon, an Agreement with U.S. Cellular for cellular telephone and communication services.

Recommendation

Motion to approve a Business Customer Service Agreement between U.S. Cellular and the City of McAlester.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>06/05/12</u>

BUSINESS CUSTOMER SERVICE AGREEMENT

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

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

2. PROVISION OF SERVICE.

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

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

(c) BlackBerry® Services.

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

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

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

3. Customer Support.

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

4. RATES AND CHARGES.

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

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

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

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

5. EQUIPMENT.

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

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

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

6. **BILLING AND PAYMENT.**

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

7. **COVERAGE.**

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

8. **TERM AND TERMINATION.**

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

(b) **Termination.** Either party (the “Nondefaulting Party”) may terminate this Agreement if the other party (the “Defaulting Party”): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party’s assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC’s relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

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

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

9. **THEFT.**

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

10. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

11. CERTIFICATE OF AUTHORITY.

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

12. LIMITS OF LIABILITY.

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

13. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION

SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

14. **ASSIGNMENT.**

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

15. **ENTIRE AGREEMENT AND AMENDMENT.**

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

16. **GOVERNING LAW.**

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

17. **NO WAIVER; SEVERABILITY.**

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

18. **NOTICE.**

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

USCC:
Attn: Kenneth Wills

Customer:
Attn: _____

With a copy to:

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

and to:

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

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

19. **COMPLIANCE WITH LAW.**

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

20. **PUBLICITY AND ADVERTISING.**

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

21. **IN BUILDING REPEATER SYSTEMS.**

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

22. **AFFILIATES AND SUBSIDIARIES.**

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

23. **CREDIT INFORMATION.**

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

24. **CONFIDENTIALITY.**

(a) **Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality.**

The parties shall:

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

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

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

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

* * * * *

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

UNITED STATES CELLULAR CORPORATION

CITY OF MCALESTER, OK

By: THOMAS A. ARENS

By: _____

Name: THOMAS A. ARENS

Name: _____

Title: DIRECTOR OF SALES

Title: _____

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
UNITED STATES CELLULAR CORPORATION
AND
THE CITY OF MCALESTER OKLAHOMA

EXHIBIT A
CURRENT COVERAGE MAP

(See Next Pages)

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
CUSTOMER SUPPORT

Account Team Contact Information:

Business Account Executive - Ken Wills
918-698-9246 cell number
918-270-5605 office
Kenneth.Wills@uscellular.com

Direct Sales Support Specialist – Chelsea Henderson
918-270-5617 office
Chelsea.Henderson@uscellular.com
M-F 7:30am - 4:30pm

Customer Service Contact Information:

Business Account Customer Service: 1-800-819-9373
Hours of Operation: M-F 7am – 8pm; Sat. 9am - 6pm; Sunday closed.

**After hours – 24/7 number: 1-888-872-7462 (This is also our Roamer Support
number).**

EXHIBIT D
RATES

Cellular Rate Plan

Business Community Pooled 300 per user. All 87 users are on one account which pools 300 minutes per cell phone plus the following free add features.

87 users x 300 minutes = 26,100 pooled minutes.

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

Total for voice = \$2,087.13

- Free Unlimited Incoming Calls from any phone.
- Free Unlimited Mobile-To-Mobile Calls (U.S. Cellular® to U.S. Cellular®)
- 30 Minutes of Roaming Per Line 87 X 30 = 2,610 pooled minutes

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

10lines with RIM Server added = \$39.95 each,

1 line plus tethering = \$24.95

Total for Data = \$424.45

Text Package:

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

Total for Text Packages = \$39.60

Grand Total = \$2,551.28 per monthly access.

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

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

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

EXHIBIT E

BLACKBERRY SERVICE RATES

BlackBerry® Enterprise Services = \$40.00

BlackBerry® Internet Services = \$30.00

Tethering Service = \$25.00

EXHIBIT F

EQUIPMENT

We will offer the City of McAlester a discount of \$50.00 per device off of our already reduced prices (phones priced at \$50.00 and above).

(Phone Models subject to change)

Blackberry

BlackBerry® Curve 9350 = \$0.01

BlackBerry® Torch 9850 = \$29.99

Ruggedized

Motorola Quantico = \$29.99

Penny Flip Phones

LG UN150 Envoy = \$0.01

Samsung Chrono = \$0.01



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 8
Department: Council
Prepared By: Joe Ervin, City Attorney Account Code: _____
Councilman Sam Mason Budgeted Amount: _____
Date Prepared: June 5, 2012 Exhibits: _____

Subject

Consider, and act upon, to dissolve or recognize the dissolution of the McAlester Parking Authority.

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>06/05/12</u>



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 9
Department: Public Works
Prepared By: John C. Modzelewski, PE Account Code: _____
Date Prepared: June 5, 2012 Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon, authorizing the purchase of one New and Unused 2012 heavy duty work truck with service bed.

Recommendation

Motion to approve the purchase of one New and Unused 2012 heavy duty work truck with service bed at a cost of \$34,365.00, from Nix Ford, Inc., located at 720 South George Nigh Expressway, McAlester, Oklahoma.

Discussion

This truck will replace S-6, a 1996 one ton utility truck that is no longer serviceable. The truck is needed by the concrete crew to carry tools, equipment, and forming materials to jobsites. The concrete crew is currently using the Street Division Foreman's truck. Currently, the Street Division employees work together to bring the necessary crew, tools, equipment, and forming materials to jobsites.

The "Bid Specifications" for this truck were sent to seven vendors and also advertised on April 27, 2012 and May 11, 2012. Two bids were received and opened on May 21, 2012. This truck meets the minimum requirements set forth in the "Bid Specifications".

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/05/12
City Manager	P. Stasiak 	06/05/12

BID TABULATION SHEET

2012 New & Unused Work Truck with Knapheide Service Body

Bid Opening

May 21, 2012, 2:00 P.M.

Bidder

Amount

Dunn Country Chev.
Eufaula, Ok

36,390.00

Nix Ford
McAlester, Ok

34,365.00

Bid Sheet

Nix Ford, Inc.  , submit the following bid for one
Company Name

new and unused 2012 work truck with service bed on this 18th day of

MAY, 2012.

THIRTY FOUR THOUSAND THREE HUNDRED SIXTY-FIVE . (\$ 34,365)
Amount

and attest that this truck meets the specifications set out in this bid package and that
the above bid includes all costs involved in the delivery of said truck.


Owner/Manager

DUNN COUNTRY CHEVROLET-PONTIAC-BUICK-GMC

700 BIRKES ROAD P.O. BOX 551 EUFAULA, OKLAHOMA 74432

PHONE: (918) 689-2595 FAX: (918) 689-3871



Bid Sheet

DUNN COUNTRY CHEVROLET BUICK GMC, submit the following bid for one
Company Name

new and unused 2012 work truck with service bed on this 17 day of
May, 2012.

Thirty Six Thousand Three Hundred Ninety and NO/100 (\$ 36390.00)
Amount

and attest that this truck meets the specifications set out in this bid package and that
the above bid includes all costs involved in the delivery of said truck.

Owner/Manager



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 12, 2012</u>	Item Number:	<u>10</u>
Department:	<u>City Manager</u>	Account Code:	<u></u>
Prepared By:	<u>Peter J. Stasiak</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 5, 2012</u>	Exhibits:	<u>MPower Contract & Addendum "A"</u>

Subject

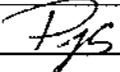
Consider and act upon, a contract for economic development services between the City of McAlester and MPower Economic Development Corporation.

Recommendation

The Council committee, appointed by Mayor Harrison, following several meetings with the MPower committee recommends approval by the McAlester City Council.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u></u>	<u>06/5/12</u>

CONTRACT FOR SERVICES

Between the City of McAlester and MPOWER Economic Development Corporation

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

WITNESSETH:

- **WHEREAS**, the City desires to assist firms and individuals considering locating or expanding their businesses in McAlester; and
- **WHEREAS**, the City desires to retain existing businesses in McAlester; and
- **WHEREAS**, MPOWER possesses the knowledge, skills and ability to assist the City in achieving these desires,
- **NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. SCOPE OF SERVICES

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

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

2. PAYMENT FOR SERVICES

- A. For services rendered by MPOWER in furtherance of the City's objectives, the City will pay MPOWER **\$234,513.00** during the term of this contract subject to the following conditions:
- 1) MPOWER will provide a monthly itemized invoice for services rendered to the City on or before the 1st day of each month for the previous month's services, beginning July 1, 2012 and continue until the end of this contract. Both parties agree that this itemization is not intended to include every detail of MPOWER's services, rather a general report of services provided.
 - 2) The City agrees to make monthly payments in the amount of **\$19542.75** due on or before the 15th day of each month for which an invoice is provided for services rendered, first payment due August 15th, 2012.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2012, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2013, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to MPOWER shall be due or owing unless and until:
- 1) This Contract is signed by persons legally authorized to bind the parties.
 - 2) Any conditions precedent to the Contract have been submitted and accepted by the City;
- B. The City or MPOWER may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MPOWER board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MPOWER before the effective date of termination.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by mail VIA Certified Delivery.

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

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

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

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

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

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

incentives and the sale, lease or donation of real property, other city assets or city services, without the prior specific consent of the city council as evidenced by a recorded affirmative majority vote in open session.

5. INDEMNIFICATION

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

6. DEFINITIONS

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

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

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

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

7. GENERAL TERMS AND CONDITIONS

- A. Access and Records. MPOWER will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any references to the male, female, or neuter genders, and any possessive or 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 performances of this Contract if MPOWER has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MPOWER if the City suspends services under this Section.
- D. Compliance with Laws. MPOWER shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, MPOWER shall identify any MPOWER Employee or relative of MPOWER Employees who are presently employed by

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

the City. MPOWER shall give the City immediate notice if there are any City Agents or relatives of City Agents who are presently employed by MPOWER.

- F. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- G. Discrimination. MPOWER shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law. MPOWER shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by MPOWER. The City, at its discretion, may consider any illegal discrimination conviction as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- H. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- I. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- J. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by a conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- K. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- L. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.

CONTRACT FOR SERVICES

Between the City of McAlester and MPower Economic Development Corporation

M. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if MPOWER's promise to indemnify or hold the City harmless is found illegal or invalid, MPOWER shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.

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

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

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

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By

Attest

Steve Harrison, Mayor
CITY OF MCALESTER

Cora Middleton, City Clerk
CITY OF MCALESTER

APPROVED AS TO FORM AND LEGALITY:

By _____
Ervin & Ervin
ATTORNEY for the CITY OF MCALESTER

Executed and adopted upon motion duly made, seconded and passed this ___ day of June 2012, for the MPower Economic Development Corporation.

By _____
Janet Wansick, Board Member, President
MPOWER ECONOMIC DEVELOPMENT CORPORATION

DRAFT ONLY

Attest _____
Ben Capers, Board Member (Treasurer-Elect)
MPOWER ECONOMIC DEVELOPMENT CORPORATION

DRAFT ONLY

Note: See attachment entitled, "MPower Economic Development Corporation's Fiscal Year 2012-2013 WORK PLAN & DELIVERABLES to The City of McAlester."

**MPOWER Economic Development Corporation's
Fiscal Year 2012-2013
WORK PLAN & DELIVERABLES
To the City of McAlester
Addendum A**

1. Industrial and Retail Development and Recruitment

Take all steps to ensure that McAlester is visible and marketed at local, state, and national levels for recruiting prospective businesses to the McAlester area.

Coordinate with the Oklahoma Department of Commerce (ODOC) in promoting McAlester and pursuing economic development grants and incentives for business recruitment and expansion.

Performance measures:

- a) Provide a brief synopsis of trade shows, conferences, or similar events attended. This shall include results, number of contacts, leads, and industry.
- b) Document new business relations and their reasons for choosing or not choosing McAlester through ODOC or other sources; such as, cold calls and website.
- c) Respond to every Department of Commerce RFP that is applicable to the City of McAlester.
- d) Attend all meetings and conferences, as possible, which promote a strong relationship with the ODOC, OKSE, and State Government. Documentation will include:
 - ODOC statistics
 - ODOC website listings
 - Conference and meeting synopsis or notes.
- e) Make Council and City Manager aware of municipal grant opportunities for capital improvement and community projects.

2. Industrial and Retail Business Retention and Expansion

Establish and maintain a good working relationship with businesses in the McAlester area. Support projects at the Industrial Park that improve McAlester.

Performance measures:

- a) Maintain statistical data of existing employee headcount.
- b) Survey approximately 20 percent of existing business on needs and perspective of McAlester economic development efforts.
- c) Document how many businesses called on, called in, and serviced by MPOWER.
- d) Maintain positive relations with civic and business organizations.

3. Strengthen Economic Development Relationship with the Choctaw Nation

Foster a strong working economic development partnership with the Choctaw Nation. Promote a positive relationship with the Choctaw Nation, act as the primary economic development contact between the City of McAlester and the Choctaw Nation, and work with the Choctaw Nation in developing business projects that benefit the McAlester area and the Choctaw Nation.

Performance measures:

- a) Continue initiation and attendance of regular meetings and communication with Choctaw Nation leadership and economic development personnel.
- b) Feedback provided to McAlester city government on projects and initiatives with the Choctaw Nation.
- c) Positive working relationship with the Choctaw Nation.

4. Marketing

Create a Marketing Plan for the City of McAlester that would include “branding” the town. Assure this theme is used through all marketing ventures including social media, magazines, brochures, video, and media.

Inventory and evaluate vacant industrial and retail space and land. Promote available industrial and retail property on the MPOWER website, the ODOC website, and any other means. Maintain the MPower website statistics and information for potential investors.

Performance measures:

- a) Develop a marketing plan for the City of McAlester.
- b) Head and assure the McAlester Brand is applied to all advertising methods and PR.
- c) Development and production of a promotional DVD marketing the McAlester area according to the marketing plan.
- d) Maintain a Visitor Information Center and Tourism information/mailing/call center in the MPOWER office, which is central and easy to locate in the Main Street area.
- e) Maintenance of the MPOWER website that includes up-to-date stats and listings of available industrial lands, buildings, and retail opportunities.

e)



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 11
Department: City Manager
Prepared By: Peter J. Stasiak Account Code: _____
Date Prepared: June 5, 2012 Budgeted Amount: _____
Exhibits: 1 (Hand out at Meeting)

Subject

Consider and act upon, the funding of McAlester Main Street Association in the amount of \$28,000 and for FY 1213.

Recommendation

Motion to approve the funding of \$28,000 to McAlester Main Street Association for FY 1213 and approval of FY 1213 Budget.

Discussion

McAlester Main Street Association contract for FY 1213 will be presented to the City Council on June 26, 2012 for review and approval.

Attachment: Budget

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>06/5/12</u>



McAlester City Council

AGENDA REPORT

Meeting Date: June 12, 2012 Item Number: 12
Department: City Manager
Prepared By: Peter J. Stasiak Account Code: _____
Date Prepared: June 5, 2012 Budgeted Amount: _____
Exhibits: 1 (Hand out at Meeting)

Subject

Consider and act upon, the funding of Pride-in-McAlester in the amount of \$60,000 for FY 1213.

Recommendation

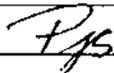
Motion to approve the funding of \$60,000 to Pride-in-McAlester for FY 1213 and approval of FY 1213 Budget.

Discussion

Pride-in-McAlester contract for FY 1213 will be presented to the City Council on June 26, 2012 for review and approval.

Attachment: Budget

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u></u>	<u>06/5/12</u>

3:16 PM

04/30/12

Accrual Basis

Pride In McAlester
Profit & Loss Prev Year Comparison
January through April 2012

	Jan - Apr 12	Jan - Apr 11	\$ Change
Ordinary Income/Expense			
Income			
Direct Public Support			
Corporate Contributions	0.00	100.00	-100.00
Donations, Individual	3,177.59	351.00	2,826.59
Total Direct Public Support	3,177.59	451.00	2,726.59
Discounts Earned	53.33	-14.06	67.39
Other Types of Income			
Contracted services	18,400.00	16,800.00	1,600.00
Grants	300.00	250.00	50.00
Total Other Types of Income	18,700.00	17,050.00	1,650.00
Program Income			
Fund Raisers			
Concessions	1,120.06	0.00	1,120.06
Miscellaneous fund raising	0.00	0.00	0.00
Sales - Thrift Store	11,704.40	9,915.91	1,788.49
Scrap Metal Sales	0.00	202.50	-202.50
Ticket Sales	0.00	830.00	-830.00
Total Fund Raisers	12,824.46	10,948.41	1,876.05
Membership Dues	520.00	1,040.00	-520.00
Program Income - Other	0.00	0.00	0.00
Total Program Income	13,344.46	11,988.41	1,356.05
Total Income	35,275.38	29,475.35	5,800.03
Expense			
Advertising	572.99	1,388.58	-815.59
Dues - Membership	0.00	125.00	-125.00
Facilities and Equipment			
Insurance	348.85	500.00	-151.15
Lease Equipment	18.69	75.49	-56.80
Maintenance	0.00	480.00	-480.00
Rent - Office	1,600.00	1,200.00	400.00
Total Facilities and Equipment	1,967.54	2,255.49	-287.95
Fund Raiser Expense	1,125.00	1,000.00	125.00
Misc. Clean Up Expense	158.59	0.00	158.59
Office Supplies	783.40	1,278.60	-495.20
Payroll Expenses			
Payroll Tax	790.38	686.81	103.57
Wages	11,083.34	7,317.00	3,766.34
Total Payroll Expenses	11,873.72	8,003.81	3,869.91
Project Expense			
Awards	350.70	215.84	134.86
Recycling Fees - TV & CRT	600.00	0.00	600.00
Shredding	600.00	0.00	600.00
Waste/Bin Removal	0.00	14,332.49	-14,332.49
Project Expense - Other	150.00	1,270.19	-1,120.19
Total Project Expense	1,700.70	15,818.52	-14,117.82
Scholarships	0.00	-250.00	250.00
Taxes - other	233.50	0.00	233.50
Telephone, Telecommunications	463.61	427.48	36.13

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04/30/12

Accrual Basis

Pride In McAlester
Profit & Loss Prev Year Comparison
January through April 2012

	<u>Jan - Apr 12</u>	<u>Jan - Apr 11</u>	<u>\$ Change</u>
Thrift Store Expense			
Gas & other auto expense	185.01	0.00	185.01
Maint. - Plaza	1,176.18	1,195.10	-18.92
Newspaper Ads	174.00	511.60	-337.60
Other misc. expenses	406.28	524.82	-118.54
Rent - Plaza	2,000.00	2,000.00	0.00
Telephone Expense	206.80	0.00	206.80
Utilities - Pride Plaza	1,789.79	1,494.85	294.94
Waste Disposal	0.00	464.74	-464.74
Thrift Store Expense - Other	27.24	0.00	27.24
Total Thrift Store Expense	<u>5,965.30</u>	<u>6,191.11</u>	<u>-225.81</u>
Travel and Meetings			
Conference, Convention, Meeting	524.74	100.00	424.74
Travel	150.00	150.00	0.00
Total Travel and Meetings	<u>674.74</u>	<u>250.00</u>	<u>424.74</u>
Truck Expense	<u>310.33</u>	<u>0.00</u>	<u>310.33</u>
Total Expense	<u>25,829.42</u>	<u>36,488.59</u>	<u>-10,659.17</u>
Net Ordinary Income	<u>9,445.96</u>	<u>-7,013.24</u>	<u>16,459.20</u>
Net Income	<u>9,445.96</u>	<u>-7,013.24</u>	<u>16,459.20</u>

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 04/30/12
 Accrual Basis

**Pride In McAlester
 Balance Sheet
 As of April 30, 2012**

	<u>Apr 30, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash	
Checking Account	35,570.13
Special Projects	541.00
Total Cash	<u>36,111.13</u>
Total Checking/Savings	<u>36,111.13</u>
Total Current Assets	36,111.13
Fixed Assets	
Automobiles	<u>3,500.00</u>
Total Fixed Assets	3,500.00
Other Assets	
Signage	<u>981.00</u>
Total Other Assets	<u>981.00</u>
TOTAL ASSETS	<u>40,592.13</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Tax Liabilities	
Federal WH	321.00
Medicare	83.38
Social Security	241.50
State WH	<u>103.00</u>
Total Payroll Tax Liabilities	748.88
Sales Tax Payable	<u>329.59</u>
Total Other Current Liabilities	<u>1,078.47</u>
Total Current Liabilities	<u>1,078.47</u>
Total Liabilities	1,078.47
Equity	
Opening Balance Equity	4,736.28
Unrestricted Net Assets	25,331.42
Net Income	<u>9,445.96</u>
Total Equity	<u>39,513.66</u>
TOTAL LIABILITIES & EQUITY	<u>40,592.13</u>

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01/04/12

Accrual Basis

Pride In McAlester
Profit & Loss Prev Year Comparison
January through December 2011

	Jan - Dec 11	Jan - Dec 10	\$ Change	% Change
Ordinary Income/Expense				
Income				
Consignment Goods Sold	650.00	37.79	612.21	1,620.0%
Direct Public Support				
Corporate Contributions	100.00	8,800.00	-8,700.00	-98.9%
Donations, Individual	725.30	210.00	515.30	245.4%
Gifts in Kind - Goods	0.00	400.00	-400.00	-100.0%
Total Direct Public Support	825.30	9,410.00	-8,584.70	-91.2%
Discounts Earned	14.83	39.97	-25.14	-62.9%
Indirect Public Support				
United Way, CFC Contributions	200.00	0.00	200.00	100.0%
Total Indirect Public Support	200.00	0.00	200.00	100.0%
Other Types of Income				
Contracted services	52,400.00	45,877.16	6,522.84	14.2%
Grants	250.00	75.00	175.00	233.3%
Total Other Types of Income	52,650.00	45,952.16	6,697.84	14.6%
Program Income				
Fund Raisers				
Concessions	599.00	0.00	599.00	100.0%
Farmers Market	0.00	0.00	0.00	0.0%
Miscellaneous fund raising	103.09	50.00	53.09	106.2%
Recycling	0.00	0.76	-0.76	-100.0%
Scrap Metal Sales	1,534.85	0.00	1,534.85	100.0%
Shirt Sales	90.00	60.00	30.00	50.0%
Thrift Store Account	34,529.65	33,080.34	1,449.31	4.4%
Ticket Sales	830.00	0.00	830.00	100.0%
Fund Raisers - Other	0.00	528.50	-528.50	-100.0%
Total Fund Raisers	37,686.59	33,719.60	3,966.99	11.8%
Membership Dues	1,230.00	1,590.00	-360.00	-22.6%
Special Projects				
Beautification				
Bomb Signage	0.00	2,104.00	-2,104.00	-100.0%
Total Beautification	0.00	2,104.00	-2,104.00	-100.0%
Total Special Projects	0.00	2,104.00	-2,104.00	-100.0%
Program Income - Other	0.00	1,164.88	-1,164.88	-100.0%
Total Program Income	38,916.59	38,578.48	338.11	0.9%
Total Income	93,256.72	94,018.40	-761.68	-0.8%
Expense				
Advertising	2,274.70	2,173.83	100.87	4.6%
Contract Services				
Accounting Fees	28.89	500.00	-471.11	-94.2%
Contract Services - Other	1,768.90	0.00	1,768.90	100.0%
Total Contract Services	1,797.79	500.00	1,297.79	259.6%
Dues - Membership	260.00	91.00	169.00	185.7%
Facilities and Equipment				
Insurance	1,469.94	761.00	708.94	93.2%
Lease Equipment	201.57	185.50	16.07	8.7%
Maintenance	1,330.00	1,352.97	-22.97	-1.7%
Rent - Office	3,710.00	3,200.00	510.00	15.9%
Total Facilities and Equipment	6,711.51	5,499.47	1,212.04	22.0%
Fee - Misc.	0.00	278.50	-278.50	-100.0%
Fund Raiser Expense	1,424.54	1,904.94	-480.40	-25.2%
Misc. Clean Up Expense	0.00	158.07	-158.07	-100.0%
Office Supplies	3,192.21	3,610.30	-418.09	-11.6%
Organizational Dues	0.00	250.00	-250.00	-100.0%

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01/04/12
Accrual Basis

Pride In McAlester Profit & Loss Prev Year Comparison January through December 2011

	Jan - Dec 11	Jan - Dec 10	\$ Change	% Change
Payroll Expenses				
Payroll Tax	1,528.08	1,808.15	-280.07	-15.5%
Wages	20,825.72	23,467.51	-2,641.79	-11.3%
Workers Comp Insurance	306.00	0.00	306.00	100.0%
Total Payroll Expenses	22,659.80	25,275.66	-2,615.86	-10.4%
Postage, Mailing Service	0.00	44.00	-44.00	-100.0%
Project Expense				
Awards	327.74	826.44	-498.70	-60.3%
Meals for volunteers	0.00	560.56	-560.56	-100.0%
Recycling Fees - TV & CRT	2,065.00	0.00	2,065.00	100.0%
Shredding	0.00	790.00	-790.00	-100.0%
Waste/Bin Removal	14,332.49	22,646.19	-8,313.70	-36.7%
Project Expense - Other	1,270.19	0.00	1,270.19	100.0%
Total Project Expense	17,995.42	24,823.19	-6,827.77	-27.5%
Scholarships	0.00	0.00	0.00	0.0%
Special Projects Expense				
Beautification				
Bomb Signage Exp	0.00	2,504.00	-2,504.00	-100.0%
OKLA	0.00	480.00	-480.00	-100.0%
Total Beautification	0.00	2,984.00	-2,984.00	-100.0%
Special Projects Expense - Other	54.50	0.00	54.50	100.0%
Total Special Projects Expense	54.50	2,984.00	-2,929.50	-98.2%
Telephone, Telecommunications	1,493.69	2,016.64	-522.95	-25.9%
Thrift Store Expense				
Maint. - Plaza	2,810.63	1,197.86	1,612.77	134.6%
Newspaper Ads	1,021.80	949.73	72.07	7.6%
Other misc. expenses	1,596.89	1,869.95	-273.06	-14.6%
Outside Contract Services	0.00	27.40	-27.40	-100.0%
Rent - Plaza	6,000.00	6,000.00	0.00	0.0%
Telephone Expense	51.56	0.00	51.56	100.0%
Utilities - Pride Plaza	3,674.72	2,688.04	986.68	36.7%
Waste Disposal	1,130.58	1,748.67	-618.09	-35.4%
Thrift Store Expense - Other	30.28	0.00	30.28	100.0%
Total Thrift Store Expense	16,316.46	14,481.65	1,834.81	12.7%
Travel and Meetings				
Conference, Convention, Meeting	974.83	1,031.82	-56.99	-5.5%
Travel	480.00	350.00	130.00	37.1%
Travel and Meetings - Other	17.61	150.00	-132.39	-88.3%
Total Travel and Meetings	1,472.44	1,531.82	-59.38	-3.9%
Write Off	126.05	6.00	120.05	2,000.8%
Total Expense	75,779.11	85,629.07	-9,849.96	-11.5%
Net Ordinary Income	17,477.61	8,389.33	9,088.28	108.3%
Net Income	17,477.61	8,389.33	9,088.28	108.3%

Pride In McAlester
Balance Sheet
As of December 31, 2011

	Dec 31, 11
ASSETS	
Current Assets	
Checking/Savings	
Cash	
Checking Account	27,479.68
Special Projects	541.00
Total Cash	<u>28,020.68</u>
Total Checking/Savings	<u>28,020.68</u>
Total Current Assets	28,020.68
Fixed Assets	
Automobiles	<u>3,000.00</u>
Total Fixed Assets	3,000.00
Other Assets	
Other Assets	<u>981.00</u>
Total Other Assets	<u>981.00</u>
TOTAL ASSETS	<u><u>32,001.68</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Tax Liabilities	
Federal WH	597.00
Medicare	172.49
Social Security	618.70
State WH	192.00
Payroll Tax Liabilities - Other	<u>91.94</u>
Total Payroll Tax Liabilities	1,672.13
Sales Tax Payable	<u>262.10</u>
Total Other Current Liabilities	<u>1,934.23</u>
Total Current Liabilities	<u>1,934.23</u>
Total Liabilities	1,934.23
Equity	
Opening Balance Equity	4,736.28
Unrestricted Net Assets	7,853.56
Net Income	<u>17,477.61</u>
Total Equity	<u>30,067.45</u>
TOTAL LIABILITIES & EQUITY	<u><u>32,001.68</u></u>

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 01/04/12
 Accrual Basis

Pride In McAlester
Profit & Loss
 December 2011

	Dec 11
Ordinary Income/Expense	
Income	
Direct Public Support	
Donations, Individual	30.00
Total Direct Public Support	30.00
Other Types of Income	
Contracted services	4,600.00
Total Other Types of Income	4,600.00
Program Income	
Fund Raisers	
Thrift Store Account	2,780.00
Total Fund Raisers	2,780.00
Membership Dues	70.00
Total Program Income	2,850.00
Total Income	7,480.00
Expense	
Dues - Membership	135.00
Facilities and Equipment	
Insurance	130.94
Lease Equipment	19.68
Maintenance	100.00
Rent - Office	410.00
Total Facilities and Equipment	660.62
Office Supplies	778.15
Payroll Expenses	
Payroll Tax	36.65
Wages	2,666.67
Total Payroll Expenses	2,703.32
Telephone, Telecommunications	119.52
Thrift Store Expense	
Other misc. expenses	118.65
Rent - Plaza	500.00
Telephone Expense	51.56
Utilities - Pride Plaza	288.99
Total Thrift Store Expense	959.20
Travel and Meetings	
Conference, Convention, Meeting	20.00
Travel	50.00
Travel and Meetings - Other	17.61
Total Travel and Meetings	87.61
Total Expense	5,443.42
Net Ordinary Income	2,036.58
Net Income	2,036.58

Council Chambers
Municipal Building
May 22, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, May 22, 2012, at 6:00 P.M. after proper notice and agenda was posted May 21, 2012.

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

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

- Approval of the Minutes from the May 8, 2012 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 15, 2012. (*Toni Ervin, Chief Financial Officer*) in the amount of \$1,534.78.

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 22, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, May 22, 2012, at 6:00 P.M. after proper notice and agenda was posted May 21, 2012.

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

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

- Approval of the Minutes from the May 8, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 15, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$238,491.32.
- Confirm action taken on City Council Agenda Item 1, Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Peter J. Stasiak, City Manager and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 2, a Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Peter J. Stasiak, City Manager and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 3, approval of contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents.
- Confirm action taken on City Council Agenda Item 5, 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. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, a change in zoning from R1-B (Single Family Residential District) to R-2 (Duplex District). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 7, closing the Roadway lying between Lots 55 and 77, in Townsite Addition No. 4 and to retain a twenty (20) foot utility easement. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a resolution adopting the Pittsburg County Mitigation Plan for the City of McAlester. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 9, Agreement for Engineering Services with IMS Infrastructure Management Services for the development of a Pavement Management Program for the lump sum fee of \$24,700. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with Meshek & Associates, PLC for the development of construction plans, specifications and estimates related to the 2012 Proposed CIP Projects for the lumps sum fee of \$24,500. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 11, authorizing the Mayor to sign a contract between the City of McAlester and Traffic Signals, Inc. to construct the Traffic Signal Improvements at the intersection of Wyandotte Avenue and Strong Boulevard for the bid price of \$130,076.94. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 12, Change Order No. 1 – Final and Contractor’s Pay Estimate No. 3– Final for the Highway 69 Utility Relocation Sewer Project. Change Order No. 1 reconciles the final quantities and results for an addition of \$9,687.50 to the contract amount resulting in a final contract amount of \$209,552.50. *(David Medley, P.E., Utilities Director)*
- Confirm action taken on City Council Agenda Item 13, Final and Contractor’s Pay Estimate No. 4A & 4B - Final for the Highway 69 Utility Relocation Water Project. Change Order No. 2 reconciles the final quantities and results for an addition of \$8,765.00 to the contract amount resulting in a final contract amount of \$572,215.00. *(David Medley, P.E., Utilities Director)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

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

NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary