



# McAlester City Council

## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, June 9, 2009 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Kevin E. Priddle.....	Mayor
Chris B. Fiedler.....	Ward One
Donnie Condit.....	Ward Two
John Browne.....	Ward Three
Haven Wilkinson.....	Ward Four
Buddy Garvin.....	Vice-Mayor, Ward Five
Sam Mason.....	Ward Six
Mark B. Roath.....	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](http://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

- Kay Crawford, Pastor, Harvest 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 Minutes from the May 19, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of Minutes from the May 26, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Concur with Mayor's reappointment of Karl Scifres to the Planning Commission for a term that expires May, 2012.** *(Kevin E. Priddle, Mayor)*
- D. **Concur with Mayor's reappointment of Karen Stobaugh to the Planning Commission for a term that expires May, 2012.** *(Kevin E. Priddle, Mayor)*
- E. **Concur with Mayor's reappointment of Primus Moore to the Planning Commission for a term that expires May, 2012.** *(Kevin E. Priddle, Mayor)*
- F. **Concur with Mayor's reappointment of Robert Way to the Planning Commission for a term that expires May, 2012.** *(Kevin E. Priddle, Mayor)*
- G. **Concur with Mayor's reappointment of Susan Kanard to the Board of Adjustment for a term that expires March, 2012.** *(Kevin E. Priddle, Mayor)*
- H. **Accept, and place on file, the Oklahomans for Independent Living Report for January, February, March and April, 2009.** *(Mike Ward, Executive Director)*
- I. **Accept, and place on file, the Oklahoma Department of Environmental Quality Permit No. SL000061090388 for the 14<sup>th</sup> Street and Village Boulevard Sanitary Sewer Line Extension.** *(David Medley, Utilities Director)*
- J. **Accept, and place on file, the Oklahoma Department of Environmental Quality Permit No. WL000061090387 for the 14<sup>th</sup> Street Water Line Extension.** *(David Medley, Utilities Director)*
- K. **Approval of Claims for May 27, 2009 through June 9, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*

#### **ITEMS REMOVED FROM CONSENT AGENDA**

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#### **PUBLIC HEARING**

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*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.*

- **Public Hearing:** The proposed Annual Operating Budget for FY 2009/2010.
- **Public Hearing:** An Ordinance relating to the imposition of a City Excise Tax (Sales Tax) of One Percent (1%); providing that said Excise Tax shall replace a one percent (1%) Excise Tax presently being levied; providing for the use of the proceeds of said Excise Tax; providing for the effective date and stated termination date of said Excise Tax.

## **SCHEDULED BUSINESS**

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1. **Presentation on the status of Pride-In-McAlester.** (*J.T. Collier, President of Pride-in-McAlester, Presenter*)

Executive Summary

This agenda item involves Pride-in-McAlester's past, present and future.

2. **Presentation, and then accept and place on file, a formal report by the Americans with Disabilities Act Board.** (*Joel Duncan, Chair of the Americans with Disabilities Act Board, Presenter*)

Executive Summary

This agenda item involves a report on Board activities related to the Americans with Disabilities Act.

3. **Consider, and act upon, a Resolution authorizing the sale of certain real property located in the City of McAlester, County of Pittsburg, State of Oklahoma, to the Choctaw Nation of Oklahoma.** (*William J. Ervin, City Attorney*)

Executive Summary

This agenda item involves the sale of City property, referred to as "King Ranch" property, to the Choctaw Nation of Oklahoma for the sum of \$1,425,000.

4. **Consider, and act upon, an Ordinance relating to the imposition of a City Excise Tax (Sales Tax) of One Percent (1%); providing that said Excise Tax shall replace a one percent (1%) Excise Tax presently being levied; providing for the use of the proceeds of said Excise Tax; providing for the effective date and stated termination date of said Excise Tax; providing for severability of provisions; and containing other provisions related thereto.** (*Kevin E. Priddle, Mayor, Sam Mason, Councilmember and John Browne, Councilmember*)

Executive Summary

This agenda item involves replacement of the Ordinance that sets forth the one cent sales tax presently be levied to correct ambiguities in the current legislation.

5. **Consider, and act upon, a Resolution calling for an election regarding a One Percent (1%) Excise Tax (Sales Tax); providing that said Excise Tax shall replace a One Percent (1%) Excise Tax presently being levied; and containing other provisions relating thereto.** (*Kevin E. Priddle, Mayor, Sam Mason, Councilmember and John Browne, Councilmember*)

Executive Summary

This agenda item involves the calling of an election to consider replacing the present one cent sales tax.

6. **Consider, and act upon, a Resolution calling for an election regarding submitting to the registered qualified electors the question of approval or rejection of the creation of indebtedness by the McAlester Public Works Authority, Oklahoma as the beneficiary thereof; and containing other provisions relating thereto.** (*Kevin E. Priddle, Mayor; Sam Mason, Councilmember and John Browne, Councilmember*)

Executive Summary

This agenda item involves the calling of an election to decide whether to allow the City to incur indebtedness for certain capital improvements.

7. **Consider, and act upon, a Resolution amending the City's Non-Uniform Pay Plan and/or other benefits.** (*Donnie Condit, Councilmember and John Browne, Councilmember*)

Executive Summary

This agenda item involves an increase to the non-uniform pay plan and/or other benefits.

- 8. Discussion, and possible action, regarding goals for the City in general, and each ward in particular. (John Browne, Councilmember)**

Executive Summary

This agenda item involves a general discussion on short and long-range goals for the City.

- 9. Consider, and act upon, a proposal by Midwest Employers Casualty Company regarding excess workers compensation insurance. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves a one-year policy for excess worker's compensation insurance.

- 10. Consider, and act upon, awarding a bid to Xybix Systems to purchase three dispatch sit-to-stand workstations in the amount of \$28,028. (Jim Lyles, Police Chief)**

Executive Summary

This agenda item involves a bid to purchase three dispatch workstations for the E-911 Center.

- 11. Consider, and act upon, authorizing the Mayor to sign a Personal Service Agreement with Larry Cox for Hay Baling on McAlester Water Shed and the Southside Industrial Park in the amount of \$1,780. (Mel Priddy, Community Services Director)**

Executive Summary

This agenda item involves a hay baling contract for certain City property.

- 12. Consider, and act upon, authorizing the Mayor to sign a Master Agreement, including Managed Internet Services, with AT&T Corporation regarding ISP T1's. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves an AT&T rate change for the City's T1 lines.

- 13. Consider, and act upon, authorizing the Mayor to sign an Agreement with SimplexGrinnell regarding fire alarm testing and inspection in the amount of \$4,117.41. (Harold Steward, Fire Chief)**

Executive Summary

This agenda item involves the inspection and testing of the City's fire alarms.

- 14. Consider, and act upon, authorizing the Mayor to sign an Agreement with Pitney Bowes relating to a Digital Mailing System for a monthly amount of \$1,099. (Cora Middleton, City Clerk)**

Executive Summary

This agenda item involves the City's mail machine.

**NEW BUSINESS**

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*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**

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**REMARKS AND INQUIRIES BY CITY COUNCIL**

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RECESS COUNCIL MEETING**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of Minutes from the May 26, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item k regarding the Claims for the period of May 27, 2009 through June 9, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*

ADJOURN MAU.**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of Minutes from the May 26, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Accept, and place on file, the Oklahoma Department of Environmental Quality Permit No. SL000061090388 for the 14<sup>th</sup> Street and Village Boulevard Sanitary Sewer Line Extension.** *(David Medley, Utilities Director)*
- **Accept, and place on file, the Oklahoma Department of Environmental Quality Permit No. WL000061090387 for the 14<sup>th</sup> Street Water Line Extension.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item k regarding the Claims for the period of May 27, 2009 through June 9, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 4 regarding Ordinance relating to the imposition of a City Excise Tax (Sales Tax) of One Percent (1%); providing that said Excise Tax shall replace a one percent (1%) Excise Tax presently being levied; providing for the use of the proceeds of said Excise Tax; providing for the effective date and stated termination date of said Excise Tax; providing for severability of provisions; and containing other provisions related thereto.** *(Kevin E. Priddle, Mayor; Sam Mason, Councilmember and John Browne, Councilmember)*
- **Confirm action taken on City Council Agenda Item 5 regarding a Resolution calling for an election regarding submitting to the registered qualified electors the question of approval or rejection of the creation of indebtedness by the McAlester Public Works Authority, Oklahoma as the beneficiary thereof; and containing other provisions relating thereto.** *(Kevin E. Priddle, Mayor; Sam Mason, Councilmember and John Browne, Councilmember)*
- **Confirm action taken on City Council Agenda Item 6 regarding a Resolution calling for an election regarding submitting to the registered qualified electors the question of approval or rejection of the creation of indebtedness by the McAlester Public Works Authority,**

**Oklahoma as the beneficiary thereof; and containing other provisions relating thereto.**  
*(Kevin E. Priddle, Mayor; Sam Mason, Councilmember and John Browne, Councilmember)*

- **Confirm action taken on City Council Agenda Item 7 regarding a Resolution amending the City's Non-Uniform Pay Plan or other benefits.** *(Donnie Condit and John Browne, Councilmember's)*
- **Confirm action taken on City Council Agenda Item 8 regarding a proposal by Midwest Employers Casualty Company regarding excess workers compensation insurance.** *(Mark B. Roath, City Manager)*

ADJOURN MPWA.

RECONVENE COUNCIL MEETING.

**EXECUTIVE SESSION**

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

- **Section 307 (B) (1) – Discussion of employment relating to the City Manager and City Clerk.**
- **Section 307 (B) (2) – Discussion of negotiations concerning employees and representatives of employee groups: FOP and IAFF.**

**RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*

**ADJOURNMENT**

**CERTIFICATION**

*I certify that this Notice of Meeting was posted on this \_\_\_ day of \_\_\_\_, 2009 at \_\_\_ a.m./ p.m. as required by law in accordance with Section \_\_\_\_\_ 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](http://www.cityofmcalester.com).*

\_\_\_\_\_  
Cora M. Middleton, City Clerk

The McAlester City Council met in regular session on Tuesday, May 26, 2009, at 6:00 P.M. after proper notice and agenda was posted, May 21, 2009, at 10:38 A.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

- **Kerry Kirkhart, Family Worship Center**

**ROLL CALL**

Council Roll Call was as follows:

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson, Buddy Garvin,  
Sam Mason & Mayor Priddle

Absent: None

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Pete Stasiak, Planning & Community Development  
Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

**CITIZENS' COMMENTS ON NON-AGENDA ITEMS**

None

**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.*

- Approval of the Minutes from the May 12, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- Mayor's Financial Report for April, 2009.** *(Kevin E. Priddle, Mayor)*
- Approval of Claims for May 13, 2009 through May 26, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the following amounts: General Fund - \$125,752.74; Parking Authority - \$109.10; Nutrition - \$844.35; SE Expo Ctr/Tourism Fund - \$33,388.17; E-911 - \$3,050.89 and Economic Development - \$2,916.67.

Mr. Roath requested that the payment to Allford, Ivester and Green in the amount of \$382.68 be removed. There was a question as to which fund should pay this claim.

Councilman Browne moved for approval of the consent agenda. The motion was seconded by Councilman Mason. There was no discussion and the vote was taken as follows:

AYE: Councilman Fiedler, Condit, Browne, Wilkinson, Garvin, Mason & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

**ITEMS REMOVED FROM CONSENT AGENDA**

None

**SCHEDULED BUSINESS**

1. **Consider, and act upon, a Resolution vacating a portion of a platted subdivision known as Bald Mountain.** *(Deborah Hackler, Petitioner)*

*Executive Summary*

*This agenda item involves vacating a portion of a platted subdivision.*

Councilman Condit moved to approve RESOLUTION NO. 09-07, vacating a portion of a platted subdivision known as Bald Mountain. The motion was seconded by Councilman Browne.

Before the vote, Ms. Deborah Hackler addressed the Council to explain why this vacation was being sought. In her statement Ms. Hackler stated that she represented the owner of the property, Nick Carris and he was going to sell the vacated portion to the Kings House for the construction of a church.

Councilman Browne stated that he supported this action and that it would be a nice improvement to that area and Third Ward.

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

AYE: Councilman Condit, Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

**NEW BUSINESS**

None

**CITY MANAGER'S REPORT**

Manager Roath stated that he did not have any comments.

**REMARKS AND INQUIRIES BY CITY COUNCIL**

Councilmen Wilkinson asked the citizens to help alleviate the potential for mosquitoes by clearing any standing water and if they needed aid to contact the Community Services Department at the Stipe Center.

Vice-Mayor Garvin and Councilmen Mason, Fiedler and Browne did not have any comments to make at this time.

Councilman Condit asked that the citizens and the City crews clean up their grass clippings from the streets when they mow and he asked that in the future the citizens be informed in advance when there would be no trash service because of a holiday.

Mayor Priddle announced the Budget Workshop scheduled for the next Tuesday, June 2 at 6:00 P.M. He commented that it would continue on the following Thursday if necessary. He then invited all interested citizens to attend.

RECESS COUNCIL MEETING

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

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler, Condit & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 6:11 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 6:13 P.M.

ADJOURNMENT

There being no further business to come before the Council, Councilman Wilkinson moved for the meeting to be adjourned, seconded by Councilman Condit. The vote was taken as follows:

AYE: Councilman Mason, Fiedler, Condit, Browne, Wilkinson, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 6:14 P.M.

ATTEST:

\_\_\_\_\_  
Kevin E. Priddle, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

Council Chambers  
Municipal Building  
May 19, 2009

The McAlester City Council met in Special session on Tuesday, May 19, 2009, at 6:00 P.M. after proper notice and agenda was posted, May 14, 2009, at 8:34 A.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

Councilman Mason gave the invocation and led the Pledge of Allegiance.

**ROLL CALL**

Council Roll Call was as follows:

Present: Chris Fiedler, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason & Mayor Priddle

Absent: Donnie Condit

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Pete Stasiak, Planning & Community Development Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Mayor Priddle noted the receipt of a copy of an email from Vicki Brown to Joyce Carlson regarding the sale of the "King Ranch" and asked that it be entered into the record of the meeting. That email was as follows:

**"C.K. Carlson**

From: "Vicki Brown" <vlholbrook@sbcglobal.net>  
To: "Joyce Carlson" <clajmc@tulsacconnectcom>  
Sent: Tuesday, May 19, 2009 3:00 PM  
Subject: print this out without your name if possible

Published: May 19, 2009 11:14 am

King Ranch: Slow down!  
By Vicki Holbrook Brown  
Special to the News-Capital

Regarding the proposed sale of the King Ranch property, I entertain serious reservations about why this plan was apparently proposed out of a seemingly clear blue sky and who desired to pursue this with such suddenness.

Without sufficient, explicit and detailed explanation about precisely how this particular agreement with the Choctaw Nation was handled, I fear the perception is once again that of a "back room deal."

McAlester cannot survive more of those or even the perception that they are still going on.

To trust city government again, many of us insist that every transaction must be as transparent as glass, regardless of perceived inconvenience.

Putting aside whether a legal determination has been made as to whether this property can be legally sold with simply votes of the McAlester City Council, or whether it requires a vote of the people since its value is in excess of \$50,000, there are some public policy issues I wish to raise:

- There apparently was no effort made to actually market this property. Who decided the city would just sell it to the Choctaw Nation?
- There is absolutely no long range McAlester economic development plan in place. There appears to be no plan for what type of economic development would take place on the property. I believe that to be an absolute requirement. If there is no physical development design or plan specifically for that property, then it is simply a land sale requiring a vote of the people.
- Implied within state statutes is that economic development must reach a real standard - not an amorphous general "anything will qualify" guide. If you will, think of "bricks and mortar" projects versus "pie in the sky" promises.
- If this land is sold by five councilmen to the Choctaw Nation, what physical plans or projects are in place to benefit McAlester: Not the tribe, but McAlester? If this land is sold to anyone, I firmly believe the proceeds must be placed into a restricted account and not turned into another potential \$1.4 million slush fund with MEDS as the beneficiary. We've been there before and we must not go back.
- There is no more land for the city to develop as an industrial park. Once the city surrenders this property, it is gone and they don't grow more land. Is it the intent of the city to abstain from industrial or economic development in the future by not providing incentives for developers (i.e. spec buildings) and just let them fend for themselves? Or is there another motive here which profits private landowners at our expense?
- I believe this situation has the potential to become a "legacy" issue for McAlester City Council members. Will you be remembered for accomplishing long range planning for McAlester's future growth, or just for settling for some fast money now?

Will you be known as visionaries or for short sighted mediocrity?

I am reserving judgment on whether this property should be retained and developed for our future, or sold until every question is answered completely concerning this situation.

Slow down and involve the citizens of McAlester.

Remember, McAlester taxpayers paid for this land in the first place. Shouldn't they have a say in what becomes of it now?

Vicki Holbrook Brown was a community development program manager for the city of McAlester for 20 years."

Mayor Priddle then established the rules for the Public Hearing requesting that all participants remain civil while addressing the Council and that there would be no debating the topic at this time.

### **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.*

Councilman Fiedler moved to open a Public Hearing to consider the sale of a City owned tract of land consisting of 118.76 acres commonly referred to as the "King Ranch" to the Choctaw Nation of Oklahoma for the sum of \$1,425,000. The motion was seconded by Councilman Browne.

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

AYE: Councilman Fiedler, Browne, Wilkinson, Garvin, Mason & Mayor Priddle

NAY: None

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

- **Conduct a public hearing and discuss the sale of a City owned tract of land consisting of 118.76 acres commonly referred to as the "King Ranch" to the Choctaw Nation of Oklahoma for the sum of \$1,425,000.**

Harold King addressed the Council asking why the property was being considered for sale. He also commented that a transaction of this size should require the vote of the people.

Steve Harrison was next to address the Council distributing a handout which was as follows:

"There are a number of important questions regarding the potential sale of the King Ranch property to the Choctaw Nation. In order to fulfill its fiduciary responsibility to the citizens of McAlester, I believe the City Council must seek answers to these questions before casting their votes.

Question:

Although the King Property is listed in the city charter as property held for economic development and therefore its sale appears to be exempt from the charter requirement of a vote

of the people for the sale of any city asset valued at more than \$50,000, does this exemption still apply if the property is not, in fact, sold for the purpose of economic development? Although some information has been reported in the press as to what use the Choctaws may make of this property, I have not heard of any development requirements that the City intends to impose in the exchange. This is being proposed as a sale of raw land for cash. How the land is developed and even if the land is developed will be at the sole discretion of the purchaser. Does this transaction qualify under the exception in the charter? Surely it is in no one's best interest not to fully resolve this question prior to selling the property.

Question:

The City of McAlester has no strategic plan nor do we have a long-range development plan. Does it make sense to sell the only large tract of developable land owned by the City prior to such plans being in place? I think it is reasonable to assume that a good long-range plan would include a City-owned business park that could be marketed to potential new businesses.

Question:

The acquisition of the King property was justified as being a prime property for economic development. A large, mostly flat acreage well situated to both the Bypass and the airport. It was purchased for that purpose and has been held for that purpose. The City has started a process that was intended to lead to a planned development of this property - referred to as the Southside Park. A presentation was made by Wynn Associates in conjunction with Mehlburger Brawley at a city council meeting last December. Three preliminary development plans were presented along with estimated costs. It was refreshing to see a planned approach to the development of this potential retail commercial/office/light industrial site. Although everyone understood that it would take significant money to develop the property, it was also noted that some initial steps could be done including developing a marketing brochure, working on easements, erecting a sign, etc. To my knowledge, no further action has taken place since December. What has changed? Why is this property no longer a good investment in McAlester's future?

Question:

The remaining sites in the Steven Taylor Industrial Park are limited, difficult to market, and expensive to make site-ready. It's been suggested that the private land market can supply the needs of potential new businesses wishing to locate in McAlester. Perhaps this is true. However, it's hard to argue that not having a City-owned business park doesn't put us at a competitive disadvantage to those cities that do have one. We are also left to hope that the local private landowners will not only look out for their best interest when potential buyers come to town, but will also be altruistic enough to look out for the City's best interest as well. Are you comfortable with this scenario?

Question:

The City currently employs a City Manager and a Director of Planning and Community Development, both of whom bring a solid background in economic development from other cities. If the council has not already done so, wouldn't it be prudent to ask these gentlemen for their candid perspective on this transaction? The pros, the cons, and their recommendations.

Question:

The resolution before you states that this sale "is in the economic best interests of the City of McAlester." Yet, according to news reports, the City has not yet identified a specific planned use for this money. How can we truly say that it is in the City's economic best interest to sell this property unless we know what we will use the money for? Only then would we be able to look at both options and try to determine which option would provide the greater return - holding onto the land and developing it ourselves, or using the sales proceeds for another identified purpose.

If anyone thinks that just having the money is better than having the land, I'm reminded of a famous quote from Oklahoma's favorite son, Will Rogers, who once said "Buy land. They ain't making any more of the stuff."

The Choctaw Nation understands Will's point. I hope the City does too."

Randy Saunier addressed the Council stating that he was in favor of the land sale. He commented that as a developer himself he understood the cost of preparing land. He added that the City could sell all or part of the land and recoups its investment and those funds could be put into the infrastructure needs of the City.

Mel Stubbings distributed pamphlets to the Council and commented that they should take their time when making a decision like this that would affect the future of the City. He stated that there was a definite need for strategic planning and he reviewed the difference between strategic planning and long range planning. He then stressed that the involvement of the community was vital in this decision for the Council to understand what the citizens really wanted.

Joyce Carlson just asked who had initiated this action. J.T. Collier stated that the Council should request advice from individuals who knew what they were doing and it did not seem that this had been handled properly.

Weldon Smith stated that he agreed with most of the prior comments and that the Council needed to have a plan before they made any major decisions. He then cited Section 3.06 (c) of the City Charter which addresses the sale of property valued at more than \$50,000. This section reads as follows:

**"(c) Sale of Property Valued at More Than \$50,000.** The sale of any City property, real or personal, including public utilities, or of any interest therein, except real property held by the City for Economic Development, the value of which is more than \$50,000, may be made only: (1) by authority of an affirmative vote of a majority of the qualified electors of the City who vote on the question of approving or authorizing the sale at an election; or (2) by authority of a special non-emergency ordinance. Such ordinance shall be published in full in a newspaper of general circulation in the City within ten days after its passage, and shall include a section reading substantially as follows: "Section \_\_\_\_\_. This ordinance shall be referred to a vote of the electors of the City if a legal and sufficient referendum petition is properly filed within 30 days after its passage; otherwise it shall go into effect thirty (30) days after its passage." The sale of an entire public utility may be authorized only as provided in (1) hereinabove."

Mr. Smith stressed that the Council should take their time and develop some clear planning with the aid of Mr. Stasiak and Mr. Emmons.

Mark Emmons addressed the Council commenting that the lack of land was alarming and the "King Ranch" could be used for retail development. He stated that the City would be selling itself short if this property was just sold. He added that there was the potential to make as much annually in sales tax revenue as this offer and if the property was sold that potential income would be gone. He asked the Council to do the right thing and slow down.

Councilman Browne clarified that Mr. Emmons was speaking as a private citizen and not the chairman of the Planning Commission.

There were no other comments and Councilman Wilkinson moved to close the Public Hearing. The motion was seconded by Councilman Fiedler.

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

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:41 P.M.

Mayor Priddle commented that the reason this topic had been brought before the Council was that the Choctaw Nation had sent a letter indicating their interest in purchasing the "King Ranch" property. He added that this topic had not been discussed and he felt the Council should be aware of the offer and it deserved an answer. He then asked the Council to decide what they needed to know about this matter.

There was a lengthy discussion among the Council regarding their heritage, which water district this property was in, if property sold to the Choctaw Nation would no longer be on the tax rolls, if the Nation was immune to the City's zoning laws, if any communities had been hurt by the Tribe coming into them, the original purchase of the land, if this sale required the vote of the citizens and discussing what the Choctaw Nation might do with the property.

Mr. Ervin stated that his office would provide the Council with a formal legal opinion. He commented that the primary question seemed to be should the property be sold and that would be a Council decision.

Mr. Roath commented that the staff would try to give the pros and cons of this item and indicate how strong each was.

#### **ADJOURNMENT**

There being no further business to come before the Council, Councilman Browne moved for the meeting to be adjourned, seconded by Councilman Mason. The vote was taken as follows:

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:34 P.M.

\_\_\_\_\_  
Kevin E. Priddle, Mayor

ATTEST:

\_\_\_\_\_  
Cora Middleton, City Clerk

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



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

May 20, 2009

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

Dear Mayor Priddle,

During the months of January, February, March and April the Oklahomans for Independent Living provided transportation to 82 individuals. One hundred and twelve locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, voting sites, grocery stores, Wal-Mart, restaurants, and a variety of other sites. The total number of trips was 1,751.

Costs for the program for the 4 month period are as follows:

Drivers	\$7,558
Fringe Benefits	1,512
Fuel	1,331
Maintenance	1,991
Insurance/fees	270
Occupancy/Phone/Supplies	<u>1,200</u>
	\$13,862

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 1,750 individuals each month. Information and referral on disability related issues was provided on 992 requests.

Advocacy both individual and systemic was provided on disability related issues that concern civil rights, housing, environmental modifications, the Americans with Disabilities Act, employment, and program access. The HUD Section 811 accessible housing application was approved.

Peer support activities included individual counseling and group activities. 302 individuals participated in 66 peer support and community integration activities.

Independent living skills training was provided to 36 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 38 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Ward', written over a white background.

Mike Ward  
Executive Director

Cc Mark Roath, City Manager



STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

May 7, 2009

Mr. Kevin Priddle, Chairman  
McAlester Public Works Authority  
P. O. Box 578  
McAlester, Oklahoma 74502

Re: Permit No. SL000061090388  
14<sup>th</sup> Street and Village Boulevard Sanitary Sewer Line Extension  
S-20635

Dear Mr. Priddle:

Enclosed is Permit No. SL000061090388 for the construction of 2,080 linear feet of ten (10) inch PVC sanitary sewer line, 2,088 linear feet of eight (8) inch PVC sanitary sewer line and all appurtnances to serve the City of McAlester, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 7, 2009. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the McAlester Public Works Authority, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you and retaining one (1) set for our files.

Sincerely,

A handwritten signature in black ink that reads 'E Rhandour'.

Eddie Rhandour  
Construction Permit Section  
Water Quality Division

ER/RC/ab

Enclosure

c: Stan Ketchum, Regional Manager, DEQ  
McAlester DEQ Office  
Robert D. Vaughan, P.E., Mehburger Brawley Engineering Corp.  
Gene Doussett, Planning & Management Division, OWRB





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No SL000061090388

SEWER LINES

S-20635

PERMIT TO CONSTRUCT

May 7, 2009

Pursuant to O.S. 27A 2-6-401, the McAlester Public Works Authority is hereby granted this Tier I Permit to construct 2,080 linear feet of ten (10) inch PVC sanitary sewer line, 2,088 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of McAlester, located in Section 17, Section 18 and Section 19, T-5-N, R-15-E, Pittsburg County, Oklahoma, in accordance with the plans approved on May 7, 2009.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the Standards for Water Pollution Control Construction Standards.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No SL000061090388

SEWER LINES

S-20635

**PERMIT TO CONSTRUCT**

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That all manholes shall be constructed in accordance with Water Pollution Control Construction Standards (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No SL000061090388

SEWER LINES

S-20635

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Construction Standards OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling in accordance with Water Pollution Construction Standard OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

May 07, 2009

Mr. Kevin Priddle, Chairman  
McAlester Public Works Authority  
P. O. Box 578  
McAlester, Oklahoma 74502

Re: Permit No. WL000061090387  
14<sup>th</sup> Street Water Line Extension  
Facility No. 1020609

Dear Mr. Priddle:

Enclosed is Permit No. WL000061090387 for the construction of 2,000 linear feet of eight (8) inch PVC water line and all appurtenances to serve the City of McAlester, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 07, 2009. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the McAlester Public Works Authority, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you and retaining one (1) set for our files.

Sincerely,

Eddie Rhandour  
Construction Permit Section  
Water Quality Division

ER/RC/ab

Enclosure

c: Stan Ketchum, Regional Manager, DEQ  
McAlester DEQ Office  
Robert D. Vaughan, P.E., Mehlburger Brawley Engineering Corp.  
Gene Doussett, Planning & Management Division, OWRB





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No WL000061090387

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

May 07, 2009

Pursuant to O.S. 27A 2-6-304, the McAlester Public Works Authority is hereby granted this Tier I Permit to construct 2,000 linear feet of eight (8) inch PVC water line and all appurtenances to serve the City of McAlester, located in Section 17, Section 18 and Section 19, T-5-N, R-15-E, Pittsburg County, Oklahoma, in accordance with the plans approved May 07, 2009.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No WL000061090387

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No WL000061090387

WATER LINES

PWSID No. 1020609

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(8)(A) and OAC 252:626-19-2(8)(B), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling in accordance with Water Pollution Construction Standard OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

ER

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Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division



**CLAIMS FROM MAY 27, 2009  
THRU  
JUNE 9, 2009**

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00028	"A" PLUS LAWN SERVICE					
		I-08-42848	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	046269	1,250.00
01-A00170	ADA PAPER CO.					
		I-234746	01 -5548316	REPAIRS & MAI MAINTENANCE & PAPER PRODU	046270	464.47
01-A00200	ADAMS TRUE VALUE					
		I-141808	01 -5542202	OPERATING SUP FERTILIZER W/GRUB CONTROL	046271	1,176.00
01-A00267	AIRGAS					
		I-106246571	01 -5543206	CHEMICALS CO2 FOR POOLS	046272	170.42
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-5/25/09	01 -5320202	OPERATING EXP ANNUAL CABLE SERVICE	046273	109.99
01-A00540	AMERICAN RED CROSS					
		I-51909A	01 -5321202	OPERATING SUP CPR MASK	046274	418.00
01-A00570	AMERICAN SOD FARMS					
		I-3315	01 -5542202	OPERATING SUP 3 PALLETS OF SOD	046275	240.00
		I-3316	01 -5865218	STREET REPAIR 5 PALLETS OF SOD	046275	400.00
01-A00770	AUTO PARTS CO					
		I-840915	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046278	167.99
		I-840916	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	38.50
		I-840976	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	55.32
		I-841028	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	110.94
		I-841030	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046278	149.90
		I-841126	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	12.83
		I-841146	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	30.68
		I-841163	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046278	181.68
		I-841202	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	80.45
		I-841241	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	46.44
		I-841260	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	12.00
		I-841265	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	88.56
		I-841301	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	77.08
		I-841319	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046278	159.47
		I-841340	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046279	7.39
		I-841350	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	136.38
		I-841372	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	16.80
		I-841373	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046279	29.56
		I-841375	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046279	103.41
		I-841428	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	73.92
		I-841452	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	92.86
		I-841557	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	37.01
		I-841567	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	125.40
		I-841568	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	11.60
		I-841596	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	46.06
		I-841646	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	4.39

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	AUTO PARTS CO		continued			
		I-841679	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046279	75.85
		I-841720	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046280	45.45
		I-841763	01 -5862203	REPAIRS & MAI SMAL AUTO PARTS - GENERAL	046280	79.66
01-B00110	BARRETT'S AUTO PRODUCTS					
		I-36654	01 -5865204	SMALL TOOLS GLOVES FOR STREET DEPT	046281	60.00
01-B00172	B & C ELECTRIC CO.					
		I-6662	01 -5542316	REPAIRS & MAI REPAIR ELECT PROBLEMS	046283	420.00
01-C00275	CECIL E. WADE					
		I-08-24849	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	046285	425.00
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-158332	01 -5431203	REPAIRS & MAI FIRE HOSE - RESERVE SUPPL	046286	952.00
01-C00489	UNITED FUEL & ENERGY/CL					
		I-1142866-IN	01 -5862205	PETROLEUM PRO ROTELLAT 15W40	046287	2,431.00
		I-1142866-IN	01 -5862205	PETROLEUM PRO GP UNIV TRANS. HYD	046287	1,733.60
		I-1142866-IN	01 -5862205	PETROLEUM PRO ANTI FREEZE 50/50	046287	533.50
01-C00840	CRAWFORD & ASSOCIATES					
		I-4238	01 -5211308	CONTRACTED SE CONSULTING SERV-HOTEL/MOT	046290	3,347.24
		I-4239	01 -5211308	CONTRACTED SE CONSULTING SERVICES-BUDGE	046290	10,125.00
		I-4239	01 -5211308	CONTRACTED SE CONSULTING SERV - FINANCI	046290	1,625.00
		I-4239	01 -5211308	CONTRACTED SE CONSULTING SERVICES-EXPEN	046290	77.00
01-D00540	DOLESE BROTHERS					
		I-41514	01 -5865218	STREET REPAIR 500 TON 1 1/2" CR GRAVEL	046293	514.65
		I-42050	01 -5865218	STREET REPAIR 500 TON 1 1/2" CR GRAVEL	046293	983.56
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-08-24006	01 -5214302	CONSULTANTS RETAINER	046295	2,500.00
01-F00170	FIRST NATIONAL BANK					
		I-LEASE 121/JUNE 09	01 -5865510	CAPITAL LEASE LEASE 121 ROAD GRADER	046299	3,091.82
01-F00310	FRONTIER INTNL. TRUCKS					
		I-766789	01 -5862203	REPAIRS & MAI REAR END & HOUSING- S-28	046300	11,058.32
		I-766835	01 -5862203	REPAIRS & MAI THERMOST, TENSIONR, BELT,	046300	490.75
01-G00260	GEORGE HALIBURTON					
		I-430909	01 -5652318	ABATEMENTS CONTRACT MOWING	046303	1,112.66
01-H00290	HUMPHREY PLUMBING, INC.					
		I-08-24514	01 -5543316	REPAIRS & MAI LABOR & MATERIALS	046307	13,728.42
01-I00061	IKON OFFICE SOLUTIONS,					

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-100061	IKON OFFICE SOLUTIONS,		continued			
		I-5011433575	01 -5321308	CONTRACTED SE COPIER RICOH AE 1027	046309	16.92
		I-5011433575	01 -5321308	CONTRACTED SE CANNON IR3300 COPIER	046309	86.32
01-100110	IMPRESS OFFICE SUPPLY					
		I-027972	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046310	26.99
		I-028086	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046310	41.99
		I-028121	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046310	89.00
		I-028126	01 -5321202	OPERATING SUP SUPPLIES	046310	1.68
		I-028152	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046310	7.80
		I-028177	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046310	37.51
		I-028180	01 -5321202	OPERATING SUP SUPPLIES	046310	18.03
		I-028207	01 -5652317	ADVERTISING & REAM OF TEXTURED PAPER	046310	24.90
		I-028225	01 -5652317	ADVERTISING & REAM OF TEXTURED PAPER	046310	11.09
		I-028247	01 -5321202	OPERATING SUP SUPPLIES	046310	21.84
01-100120	INCODE					
		I-78085	01 -5225349	INCODE SOFTWA NETWORK SUPPORT	046311	200.00
01-100140	INDIAN NATION WHOLESALE					
		I-4903390	01 -5543202	OPERATING SUP POOLS CONCESSION	046312	1,191.18
		I-4905574	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	046312	253.45
01-J00110	JACKIE BRANNON CORR. CT					
		I-P162	01 -5542308	CONTRACTED SE MONTHLY FEE-INMATE CREW	046314	82.37
01-K00253	KIMBALL- MIDWEST					
		I-1001281	01 -5548204	SMALL TOOLS BOLT BIN WITH 2000 PIECES	046316	369.00
01-L00339	LINCOLN EQUIPMENT, INC					
		I-S1113001	01 -5543203	REPAIRS & MAI DRAINS/GATES-MULLENS POOL	046317	441.21
		I-S1114366	01 -5543203	REPAIRS & MAI DRAINS/GATES-MULLENS POOL	046317	838.59
01-L00428	LOWE'S CREDIT SERVICES					
		I-01113	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	57.12
		I-01197.	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	128.68
		I-01403	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	35.27
		I-01467.	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	68.36
		I-01483.	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	39.60
		I-01543	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	91.32
		I-01606	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	27.65
		I-13506	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	106.02
		I-14624.	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046318	29.44
01-L00429	LOVE BOTTLING CO.					
		I-49617052	01 -5543202	OPERATING SUP CONCESSIONS AT POOLS	046319	535.50
01-M00480	MILLER GLASS					
		I-8577	01 -5542202	OPERATING SUP DEADBOLTS & TP HOLDERS	046321	258.00

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-M00510	MIRACLE RECREATION					
		I-686499	01 -5542202	OPERATING SUP REPLACE SPRING RIDERS	046322	2,040.63
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-1117191	01 -5863203	REPAIR & MAIN REPAIR WORK AT PD	046323	425.00
		I-111861	01 -5863203	REPAIR & MAIN WORK ON POLICE UNIT 73	046323	135.00
		I-112785	01 -5863203	REPAIR & MAIN REPAIR WORK AT PD	046323	510.00
		I-112950	01 -5863203	REPAIR & MAIN REPAIR WORK AT PD	046323	150.99
		I-112998	01 -5863203	REPAIR & MAIN REPAIR WORK AT PD	046323	35.00
		I-113001	01 -5863203	REPAIR & MAIN REPAIR WORK AT PD	046323	78.26
		I-113002	01 -5863203	REPAIR & MAIN REPAIR WORK AT PD	046323	113.50
		I-113005	01 -5863203	REPAIR & MAIN REPAIR WORK AT PD	046323	143.71
01-M00760	MWM, L.L.C.					
		I-2906	01 -5215480	CONTINGENCY/A INSTALL HANDICAP OPERATOR	046324	2,350.00
01-MC0020	MC CLAIMS LUMBER CO.					
		I-001122127	01 -5865218	STREET REPAIR CONCRETE SUPPLIES	046325	21.99
		I-001122184	01 -5865218	STREET REPAIR CONCRETE SUPPLIES	046325	44.62
		I-001122186	01 -5865218	STREET REPAIR CONCRETE SUPPLIES	046325	102.93
		I-001122187	01 -5865218	STREET REPAIR CONCRETE SUPPLIES	046325	38.99
		I-001122237	01 -5865218	STREET REPAIR CONCRETE SUPPLIES	046325	226.07
		I-001122793	01 -5865218	STREET REPAIR CONCRETE SUPPLIES	046325	150.89
01-M00250	MCALESTER NEWS CAPITAL					
		I-01567217	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	046326	13.80
		I-01567218	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	046326	12.75
01-000229	ODIS: OKLA. CRIMINAL RE					
		I-09-002830-S	01 -5321308	CONTRACTED SE SOFTWARE QTLY SUPPORT FEE	046330	1,250.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-JUNE 2009	01 -5215355	OIL-OK FOR IN MONTHLY AGREEMENT FEE	046333	2,000.00
01-PC0210	PEPSI COLA					
		I-121846	01 -5542202	OPERATING SUP POOLS CONCESSION	046334	810.00
01-P00242	PETER STASICK					
		I-08-24953	01 -5652331	EMPLOYEE TRAV REIM. TRAVEL FOR CONFEREN	046335	172.51
01-P00310	PITNEY BOWES					
		I-08-24698	01 -5215312	EQUIPMENT REN POSTAGE FOR METER	046336	2,500.00
01-P00406	FOLK DIRECTORIES					
		I-83432179	01 -5210330	DUES & SUBSCR CITY DIRECTORY - CITY MGR	046337	245.33
		I-83432179	01 -5212317	ADVERTISING & CITY DIRECTORY - CLERK	046337	245.33
		I-83432179	01 -5213202	OPERATING SUP CITY DIRECTORY - COURT	046337	245.33
		I-83432179	01 -5321202	OPERATING SUP CITY DIRECTORY - PD	046337	245.34
		I-83432179	01 -5542319	MISCELLANEOUS CITY DIRECTORY-COMM SERVI	046337	245.33

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00406	POLK DIRECTORIES		continued			
		I-83432179	01 -5865202	OPERATING SUP CITY DIRECTORY - STREET	046337	245.34
01-Q00017	QUALITY JANITORIAL SUPP					
		I-2989	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	046339	426.05
01-R00482	ROBERTS TESTING SERVICE					
		I-152436	01 -5431203	REPAIRS & MAI ANNUAL PUMP TEST	046340	600.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-25183	01 -5321325	FIRING RANGE ALARM: SERVICE CALL	046341	93.00
01-S00243	SHAWN LEE MELTON					
		I-6606	01 -5215480	CONTINGENCY/A REWORK HANDICAP RAMP RAIL	046343	250.00
01-S00386	SMITH KEY & HARDWARE					
		I-007884	01 -5548203	REPAIRS & MAI MAINTENANCE REPAIRS	046344	141.00
01-S00642	SPECIAL OPS UNIFORMS, I					
		I-715299	01 -5321207	CLOTHING ALLO UNIFORMS, EQUIP/NEW RECRU	046347	85.97
		I-715654	01 -5321207	CLOTHING ALLO UNIFORMS, EQUIP/NEW RECRU	046347	253.94
01-S00726	STAPLES BUSINESS ADVANT					
		I-1290549	01 -5652317	ADVERTISING & CHAIR FOR PETE	046348	199.99
		I-1460161	01 -5652317	ADVERTISING & CHAIR FOR PETE	046348	235.58
		I-29457	01 -5211202	OPERATING SUP SUPPLIES	046348	80.82
01-S00775	STATE OF OKLAHOMA, DEPT					
		I-21900951	01 -5322319	MISCELLANEOUS BIO HAND CLEANER	046349	168.00
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-10496	01 -5214302	CONSULTANTS CITY OF MCALESTER V GREEN	046350	150.00
		I-10506	01 -5214302	CONSULTANTS CITY OF MCALESTER V RAMSE	046350	330.00
01-T00217	THE ST. PAUL COMPANIES					
		I-08-24851	01 -5215323	DAMAGES CLAIM A6N2344 - SNIDER	046351	2,421.13
01-T00222	THE WATERS CONSULTING G					
		I-0509-1214	01 -5211308	CONTRACTED SE FEES - CFO POSITION	046352	144.35
		I-0509-1237	01 -5211308	CONTRACTED SE RECRUIT FEES FOR CFO	046352	500.00
01-T00540	TREATS SOLUTIONS INC					
		I-007864	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	046353	1,311.14
01-U00025	U S FOOD SERVICE					
		I-74330467	01 -5543202	OPERATING SUP POOLS CONCESSIONS	046355	1,240.66
01-U00130	UNITED SAFETY & CLAIMS					
		I-7463	01 -5215106	WORKMAN'S COM JUNE 2009 SERVICE FEE	046361	1,175.00

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-W00040	WALMART COMMUNITY BRC					
		I-01854	01 -5542202	OPERATING SUP 42	046362	41.94
		I-08224	01 -5542202	OPERATING SUP 42	046362	76.52
		I-08383	01 -5542202	OPERATING SUP 42	046362	46.56
		I-09261	01 -5542202	OPERATING SUP 42	046362	47.80
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-236196	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES	046366	4.31
		I-236249	01 -5548203	REPAIRS & MAI TOOLS FOR MAINTENANCE	046366	395.48
		I-236353	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES	046366	230.34
		I-236677	01 -5321325	FIRING RANGE REPAIR LIGHTS	046366	1,570.40
		I-236911	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	046366	192.64
		I-236922	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	046366	62.45
FUND 01 GENERAL FUND					TOTAL:	93,946.52

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS					
		I-106667632	02 -5864203	REPAIRS & MAI CYLINDER LEASE	046272	120.00
01-A00687	ARKANSAS MUNICIPAL LEAG					
		I-2007-1623	02 -5871202	OPERATING SUP EMP ADS-DIR PUB WORKS/ENG	046276	202.30
01-A00745	ALFA- ASSOC FOR LANDFIL					
		I-70	02 -5864327	SUB TITLE D E 2009 ANNUAL ESCROW DEPOSIT	046277	129,560.00
01-B00110	BARRETT'S AUTO PRODUCTS					
		I-36652	02 -5864204	SMALL TOOLS GLOVES FOR LANDFILL	046281	160.80
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-163060	02 -5862203	REPAIRS & MAI REAR TIRES-SANITATION TRU	046282	3,117.90
01-B00491	BRENTAG SOUTHWEST					
		I-BSW138819	02 -5974206	CHEMICALS CHLORINE	046284	3,117.50
01-C00489	UNITED FUEL & ENERGY/CL					
		I-1142866-IN	02 -5862205	PETROLEUM PRO ROTELLAT 15W40	046287	607.75
		I-1142866-IN	02 -5862205	PETROLEUM PRO TRANS HYD	046287	433.40
01-C00524	CLIFF PITNER					
		I-0057417078213	02 -5871331	EMPLOYEE TRAV REIMB MS4 CONFERENCE	046288	191.20
01-C00669	CONTINENTAL RESEARCH CO					
		I-314167	02 -5973203	REPAIRS & MAI HAND SANATIZER	046289	186.50
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-TOC4502703	02 -5973329	DEQ FEES TEMP SEWER WORKS CERT.	046292	11.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-0902151	02 -5973203	REPAIRS & MAI LAB TESTING	046294	125.00
		I-0902152	02 -5973203	REPAIRS & MAI LAB TESTING	046294	175.25
		I-0902506	02 -5973203	REPAIRS & MAI LAB TESTING	046294	175.25
		I-0902507	02 -5973203	REPAIRS & MAI LAB TESTING	046294	125.00
		I-0902861	02 -5973203	REPAIRS & MAI LAB TESTING	046294	175.25
		I-0902870	02 -5973203	REPAIRS & MAI LAB TESTING	046294	125.00
01-E00321	EVANS ENTERPRISES, INC.					
		I-1073849	02 -5973316	REPAIRS & MAI 25 HP BALDOR MOTOR	046296	5,124.00
01-G00010	G & C RENTAL CENTER, IN					
		I-9169	02 -5864312	EQUIPMENT REN RENTAL ON DOZIER - APRIL	046301	3,100.00
01-G00500	AMSAN-PARIS					
		I-202119236	02 -5973316	REPAIRS & MAI CLEANING SUPPLIES	046304	627.80
01-H00100	HAYNES EQUIPMENT, LLC					

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00100	HAYNES EQUIPMENT, LLC		continued			
		I-S4640-IN	02 -5973203	REPAIRS & MAI PUMP REPAIR PARTS	046305	1,417.31
01-H00191	HILTON AMERICAS HOTEL					
		I-MS4 2009	02 -5871331	EMPLOYEE TRAV MS4 STORMWATER CONF	046306	340.00
01-I00020	I B T, INC					
		I-5067367	02 -5973203	REPAIRS & MAI PUMP COUPLING	046308	396.68
		I-5067368	02 -5974203	REPAIRS & MAI PUMP HUB - MOTOR HUB	046308	196.91
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028223	02 -5216202	OPERATING SUP OFFICE SUPPLIES	046310	613.36
01-L00428	LOWE'S CREDIT SERVICES					
		I-11788	02 -5216202	OPERATING SUP CRESCENT WRENCHES	046318	83.76
01-N00312	NORTH 69 AUTO SALVAGE					
		I-01002200	02 -5862203	REPAIRS & MAI A FRAME FOR W-6 WATER TRU	046327	100.00
01-N00345	NSI SOLUTIONS, INC					
		I-263637	02 -5973304	LAB TESTING DMR QA29 SAMPLES	046328	161.00
		I-263638	02 -5973304	LAB TESTING DMR QA29 SAMPLES	046328	245.50
01-000275	OKLA DEPT OF COMMERCE					
		I-#8908/JUNE 2009	02 -5267521	CDBG LOAN #89 CDBG-EDIF #8908 ECON. DEV	046332	1,145.83
01-P00420	POSTMASTER					
		I-08-24908	02 -5216317	POSTAGE POSTAGE FOR UTILITY BILLI	046338	2,500.00
01-S00234	SHARE CORPORATION					
		I-703035	02 -5973203	REPAIRS & MAI HEAT BLOCK FOR WELBING	046342	140.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-46831	02 -5973203	REPAIRS & MAI IDLE PULLYS, OIL FILTERS,	046345	164.65
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-85947	02 -5974206	CHEMICALS CAUSTIC SODA	046346	8,312.00
		I-85978	02 -5974206	CHEMICALS ALUM	046346	3,834.27
01-S00726	STAPLES BUSINESS ADVANT					
		I-00926	02 -5972202	OPERATING SUP SUPPLIES	046348	33.24
		I-00927	02 -5972202	OPERATING SUP SUPPLIES	046348	111.12
		I-03613	02 -5973203	REPAIRS & MAI 3 BATTERY PK-POWER SURGE	046348	146.94
01-U00051	UTILITY SUPPLY CO.					
		I-039615	02 -5975204	SMALL TOOLS TS 700 STIHL SAW 6.7 HP	046356	1,124.99
01-U00053	UTILITY SUPPLY					
		I-039468	02 -5975333	WATER MAIN RE WATER METER PARTS	046357	1,376.50

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00128	UNITED PACKAGING & SHIP					
		I-72460	02 -5974203	REPAIRS & MAI SHIP LAB SAMPLES	046359	288.99
		I-72462	02 -5974203	REPAIRS & MAI SHIP LAB SAMPLES	046359	284.52
		I-72463	02 -5974203	REPAIRS & MAI SHIP LAB SAMPLES	046359	270.11
01-U00130	UNITED SAFETY & CLAIMS					
		I-08-24917	02 -5267106	WORKMAN'S COM WORKERS COMP MED BILLS	046360	8,415.49
01-W00080	WASTE RESEARCH INC.					
		I-10236	02 -5862203	REPAIRS & MAI PTO & PUMP FOR SW-11	046363	1,834.08
01-W00195	WELDON PARTS INC.					
		I-292746-00	02 -5862203	REPAIRS & MAI OIL/AIR FILTERS-ALL VEHIC	046364	2,993.26
01-W00250	WHEELER METALS					
		I-436082	02 -5866202	OPERATING SUP METAL TO REPAIR GATE	046365	74.70
01-W00299	WILKINS ENVIRONMENTAL					
		I-1836	02 -5973304	LAB TESTING TOXICITY RETEST	046367	872.50
		I-1841	02 -5973304	LAB TESTING TOXICITY RETEST	046367	872.50
01-200010	ZEE MEDICAL INK					
		I-0021831485	02 -5866202	OPERATING SUP FIRST AID SUPPLIES	046368	61.05
			FUND	02	MPWA	TOTAL: 185,872.16

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00170	FIRST NATIONAL BANK					
		I-#119817/JUNE 2009	03 -5876511	FNB LOAN #119 LOAN#119817 AIRPORT AUTH	046298	2,510.00
				FUND 03 AIRPORT AUTHORITY	TOTAL:	2,510.00

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-D00213	DEBBIE COMPTON					
		I-08-24959	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046291	120.00
		I-08-24960	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046291	96.80
01-G00220	KENNETH EUGENE CARR					
		I-08-24957	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046302	123.75
01-K00186	KENNETH BAKER					
		I-08-24956	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046315	135.00
		I-08-24958	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046315	99.00
			FUND	08 NUTRITION	TOTAL:	574.55

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES BUSINESS ADVANT					
		I-04153	28 -5654210	CONCESSION SU CASH REGISTERS	046348	199.98
01-T00581	TRIPLE "S" ELECTRIC					
		I-7716	28 -5654401	CAPITAL OUTLA INSTALL 3 PHASE ELECTRTIC	046354	29,840.00
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-824-0588088	28 -5654203	REPAIR & MAIN MONTHLY SERV. FEE-MAY 09	046358	50.00
01-W00040	WALMART COMMUNITY BRC					
		I-008175	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	046362	68.05
		I-015752	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	046362	92.36
		I-016625	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	046362	12.08
			FUND	28	SE EXPO CTR/TOURISM FUND TOTAL:	30,262.47

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00038	FED EX					
		I-9-201-41445	29 -5324202	OPERATING SUP MAILED PACKAGE	046297	62.50
01-I00155	INDUSTRIAL ELECTRONIC S					
		I-14192	29 -5324316	REPAIRS-MAINT SIX DIGIT CLOCK	046313	315.00
		I-14192	29 -5324316	REPAIRS-MAINT SIX DIGIT CLOCK - CONTROL	046313	45.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-236706	29 -5324316	REPAIRS-MAINT ELECTRICAL SUPPLIES	046366	147.22
		I-236768	29 -5324316	REPAIRS-MAINT ELECTRICAL SUPPLIES	046366	200.17
			FUND	29 E-911	TOTAL:	769.89

PACKET: 04359 CLAIMS FOR 6/9/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00270	MEDS					
		I-JUNE 2009	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE CONTRACT	046320	12,500.00
01-N00347	MEHLBURGER BRAWLEY / NR					
		I-MC-09-01-02	30 -5211403	ECONOMIC DEVE WATER/SEWER EXTENSION	046329	23,800.00
01-000275	OKLA DEPT OF COMMERCE					
		I-#12248/JUNE 2009	30 -5211510	CDBG / EDIF D CDBG-EDIF CONT. #12248 ED	046331	282.50
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	36,582.50
				REPORT GRAND TOTAL:		350,518.09

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01 -5210330	DUES & SUBSCRIPTIONS	245.33	2,249	103.75		
	01 -5211202	OPERATING SUPPLIES	80.82	7,650	21.88		
	01 -5211308	CONTRACTED SERVICES	15,818.59	38,675	11,575.60		
	01 -5212317	ADVERTISING & PRINTING	271.88	4,779	368.89		
	01 -5213202	OPERATING SUPPLIES	245.33	7,000	3,707.02		
	01 -5214302	CONSULTANTS	2,980.00	119,965	27,106.29		
	01 -5215106	WORKMAN'S COMP	1,175.00	325,525	605.38		
	01 -5215312	EQUIPMENT RENTALS	2,500.00	50,806	11,505.22		
	01 -5215323	DAMAGES	2,421.13	84,250	27.67		
	01 -5215355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	0.00		
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	2,600.00	46,445	135.77		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	27,400	1,721.00		
	01 -5320202	OPERATING EXPENSE	109.99	5,000	1,105.14		
	01 -5321202	OPERATING SUPPLIES	704.89	15,000	3,970.17		
	01 -5321207	CLOTHING ALLOWANCE	339.91	28,290	0.37		
	01 -5321308	CONTRACTED SERVICES	1,353.24	20,683	5,817.39		
	01 -5321325	FIRING RANGE	1,663.40	9,000	3,842.20		
	01 -5322319	MISCELLANEOUS	168.00	4,500	2,886.53		
	01 -5431202	OPERATING SUPPLIES	203.29	31,000	2,275.31		
	01 -5431203	REPAIRS & MAINT SUPPLIES	1,552.00	12,527	4,412.61		
	01 -5542202	OPERATING SUPPLIES	7,311.55	56,400	10,580.66		
	01 -5542308	CONTRACTED SERVICES	1,757.37	25,000	2,584.99		
	01 -5542316	REPAIRS & MAINTENANCE	675.09	20,000	876.18		
	01 -5542319	MISCELLANEOUS	245.33	16,016	1,039.32		
	01 -5543202	OPERATING SUPPLIES	2,967.34	15,500	2,696.48		
	01 -5543203	REPAIRS & MAINT SUPPLIES	1,279.80	16,000	129.41		
	01 -5543206	CHEMICALS	170.42	21,570	365.58		
	01 -5543316	REPAIRS & MAINTENANCE	13,728.42	21,430	4,001.58		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	771.13	44,901	251.76- Y		
	01 -5548204	SMALL TOOLS	369.00	5,000	354.62		
	01 -5548316	REPAIRS & MAINTENANCE	464.47	11,025	81.10		
	01 -5652317	ADVERTISING & PRINTING	471.56	3,000	1,255.09		
	01 -5652318	ABATEMENTS	1,112.66	15,000	4,739.78		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	172.51	2,545	72.13		
	01 -5862203	REPAIRS & MAINT SUPPLIES	13,646.65	194,670	332.94		
	01 -5862205	PETROLEUM PRODUCTS	4,698.10	410,000	110,054.00		
	01 -5863203	REPAIR & MAINT SUPPLIES	1,591.46	37,800	18,237.59		
	01 -5865202	OPERATING SUPPLIES	245.34	3,200	161.40		
	01 -5865204	SMALL TOOLS	60.00	2,500	224.48		
	01 -5865218	STREET REPAIRS & MAINTENAN	2,483.70	250,500	17,578.30		
	01 -5865510	CAPITAL LEASE	3,091.82	37,101	0.00		
	02 -5216202	OPERATING SUPPLIES	697.12	16,385	672.72		
	02 -5216317	POSTAGE	2,500.00	50,000	7,000.00		
	02 -5267106	WORKMAN'S COMP	8,415.49	239,505	6,585.51		
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	0.04		

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5862203	REPAIRS & MAINT SUPPLIES	8,045.24	239,000		919.49	
02	-5862205	PETROLEUM PRODUCTS	1,041.15	200,000		41,166.07	
02	-5864203	REPAIRS & MAINT SUPPLIES	120.00	36,500		1,839.40	
02	-5864204	SMALL TOOLS	160.80	1,300		414.64	
02	-5864312	EQUIPMENT RENTALS	3,100.00	96,500		6,863.54	Y
02	-5864327	SUB TITLE D EXPENSE	129,560.00	300,000		13,485.00	
02	-5866202	OPERATING SUPPLIES	135.75	23,272		13,277.95	
02	-5871202	OPERATING SUPPLIES	202.30	6,075		18.05	
02	-5871331	EMPLOYEE TRAVEL & TRAININ	531.20	1,750		204.17	
02	-5972202	OPERATING SUPPLIES	144.36	2,850		407.09	
02	-5973203	REPAIRS & MAINT SUPPLIES	3,352.83	57,500		1,245.88	
02	-5973304	LAB TESTING	2,151.50	25,000		4,938.95	
02	-5973316	REPAIRS & MAINTENANCE	5,751.80	62,500		2,834.00	
02	-5973329	DEQ FEES	11.00	15,500		77.05	
02	-5974203	REPAIRS & MAINT SUPPLIES	1,040.53	40,000		9,208.38	
02	-5974206	CHEMICALS	15,263.77	350,000		4,263.23	Y
02	-5975204	SMALL TOOLS	1,124.99	3,000		0.36	
02	-5975333	WATER MAIN REPAIR	1,376.50	16,000		1,743.97	
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120		0.00	
08	-5549308	CONTRACT SERVICES	574.55	15,930		855.03	
28	-5654203	REPAIR & MAINT SUPPLIES	50.00	17,000		309.78	
28	-5654210	CONCESSION SUPPLIES	372.47	25,700		360.97	
28	-5654401	CAPITAL OUTLAY	29,840.00	58,274		8,160.00	
29	-5324202	OPERATING SUPPLIES	62.50	14,827		12,665.36	
29	-5324316	REPAIRS-MAINTENANCE	707.39	31,220		15,100.89	
30	-5211360	MC ECONOMIC DEVELOPMENT	12,500.00	170,500		0.00	
30	-5211403	ECONOMIC DEVELOPMENT PROJE	23,800.00	505,001		463,935.90	
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390		0.00	
** 2008-2009 YEAR TOTALS **			350,518.09				

NO ERRORS

\*\* END OF REPORT \*\*

**CITY OF McALESTER  
COMBINED BUDGET SUMMARY  
FY 09-10**

	<u>GENERAL FUND</u>	<u>MPWA ENTERPRISE FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTALS</u>
ALL BUDGETED FUNDS:				
BEGINNING FUND BALANCE - ESTIMATED	244,062	\$8,021,013 (1)	\$17,687,491	\$25,952,566
RESOURCES:				
TAXES	9,973,000	-	7,059,750	17,032,750
LICENSES & PERMITS	108,290	-	-	108,290
INTERGOVERNMENTAL	506,000	25,000	798,558	1,329,558
CHARGES FOR SERVICES	485,100	8,025,280	1,094,390	9,604,770
FINES & FORFEITURES	1,034,500	-	-	1,034,500
INTEREST	42,000	1,000	68,000	111,000
MISCELLANEOUS	453,732	3,125	180,741	637,598
OPERATING TRANSFERS	1,721,766	4,744,254	562,062	7,018,082
LOAN PROCEEDS	-	-	-	-
TOTAL RESOURCES	<u>14,324,388</u>	<u>12,798,659</u>	<u>9,753,501</u>	<u>36,876,548</u>
TOTAL AVAILABLE FOR APPROPRIATIONS	<u>14,568,450</u>	<u>20,819,672</u>	<u>27,440,992</u>	<u>62,829,114</u>
APPROPRIATIONS:				
CITY COUNCIL	144,595	-	-	144,595
CITY MANAGER	223,740	-	-	223,740
FINANCE	231,336	-	509,000	740,336
CITY CLERK	73,678	-	-	73,678
MUNICIPAL COURT	287,206	-	-	287,206
CITY ATTORNEY	145,990	-	-	145,990
INTERDEPARTMENTAL	1,320,802	-	2,223,000	3,543,802
INFORMATION SERVICES	146,873	-	-	146,873
CID CRIMINAL INVESTIGATION	864,816	-	-	864,816
POLICE	2,679,589	-	22,271	2,701,866
ANIMAL SHELTER	97,746	-	-	97,746
COMMUNICATIONS	173,645	-	-	173,645
FIRE	3,328,125	-	-	3,328,125
PARKS	915,019	-	-	915,019
SWIMMING POOL	143,811	-	-	143,811
RECREATION	232,041	-	-	232,041
CEMETERY	317,864	-	20,336	338,200
FACILITY MAINTENANCE	245,324	-	-	245,324
PLANNING & COMMUNITY DEVELOPMENT	357,331	-	-	357,331
HUMAN RESOURCES/RISK MANAGEMENT	138,853	-	-	138,853
FLEET MAINTENANCE	686,720	-	-	686,720
TRAFFICE CONTROL	217,222	-	-	217,222
STREETS	847,165	-	-	847,165
NUTRITION	-	-	283,858	283,858
E911	-	-	956,116	956,116
EDUCATION	-	-	197,062	197,062
SE EXPO	-	-	657,622	657,622
ECONOMIC DEVELOPMENT	-	-	737,455	737,455
UTILITY BILLING & COLLECTION	-	367,787	-	367,787
FLEET MAINTENANCE	-	736,864	-	736,864
INTERDEPARTMENTAL	-	5,825,768	-	5,825,768
LANDFILL	-	354,532	324,506	679,032
REFUSE COLLECTION	-	782,662	-	782,662
ENGINEERING	-	396,731	-	396,731
UTILITIES ADMIN	-	140,634	-	140,634
WASTEWATER TREATMENT	-	831,893	-	831,893
WATER TREATMENT	-	1,089,239	-	1,089,239
UTILITY MAINTENANCE	-	641,989	-	641,989
AIRPORT	-	-	248,553	248,553
PARKING	-	-	3,000	3,000
TRANSFERS OUT	552,062	1,721,766	4,744,254	7,018,082
TOTAL APPROPRIATIONS	<u>14,371,553</u>	<u>12,889,865</u>	<u>10,927,027</u>	<u>38,188,445</u>
ESTIMATED ENDING FUND BALANCE - UNAPPROPRIATED	<u>\$196,897</u>	<u>\$7,929,807</u>	<u>\$16,513,965</u>	<u>\$24,640,669</u>

(1) Beginning fund balance for MPWA Enterprise Funds includes bond account balances held at trustee bank estimated at \$6,293,208.

**NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET**

A public hearing on the FY 09-10 City of McAlester budget will be held at 6:00 pm on June 9, 2009, in the City Council Chambers, Municipal Building, 28 E. Washington, McAlester, OK, for the purpose of discussing and developing the City budget for the fiscal year beginning July 1, 2009. The public hearing is open to the public and citizen comments on the proposed budget will be welcome. A copy of the proposed FY 09-10 budget is available for review in the Office of the City Clerk, City Hall from 8:00 A.M. to 5:00 P.M., Monday through Friday.



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: June 2, 2009

Item Number: 1  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Presentation on the status of Pride-in-McAlester.

### Recommendation

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>

**Mark Roath**

---

**From:** Pride In McAlester [prideinmcalester@yahoo.com]  
**Sent:** Wednesday, May 20, 2009 11:52 AM  
**To:** Mark Roath  
**Subject:** meeting

Mark,

I would like to request an audience with the City Council at the June 9, 2009, meeting. The purpose of my request is to brief the Council as to the status of Pride In McAlester activities - past, present, future. Presentation will be brief as I can make it.

Thanks,

J.T. Collier, Pres.

Pride In McAlester

MY HOME \* OUR COMMUNITY \* THEIR FUTURE



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2009 Item Number: 2  
Department: Community Services  
Prepared By: Mel Priddy Account Code: \_\_\_\_\_  
Date Prepared: May 28, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: Four

### Subject

Presentation, accept and place on file, a formal report by the Americans with Disabilities Act Board.

### Recommendation

### Discussion

Mike Ward, Board Vice-Chairperson, will report on the projects of the American with Disabilities Board related to addressing local ADA related concerns in City facilities and other areas. The Board has met 3 times this budget year, completing several projects.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>MWP</u>	<u>May 28, 2009</u>
City Manager	<u>MBR</u>	<u>06/02/09</u>

## ADA REPORT TO COUNCIL JUNE 9, 2009

The ADA Committee has met three times since our last report to the council to discuss and take action on ADA related projects in City Buildings and along City Right-of-Ways.

There was a carry over from the 07-08 budget of \$13,945.02 in addition to the \$32,500.00 allocated for the 08-09 budget giving the committee \$46,445.02 to spend in this year's budget. To date there has been \$46,309.23 spent leaving a carry over balance of \$135.79.

The Committee's first priority was to concentrate on rectifying violations at City Hall and the Public Library. To Date all major violations deemed necessary to correct have been corrected at the Library (see spread sheets attached). City Hall has 18 violations completed and materials purchased to complete 5 more. The Committee will continue to address the City Hall violations.

### **Other projects completed are listed as follows:**

Sidewalk at 6 <sup>th</sup> and Washington	
TOTAL COST	\$2,850.00

Sidewalk on Carl Albert Parkway at O'Reilley's and Family Dollar Store.	
TOTAL COST	\$2,180.00

Handicap drinking fountain at Softball Complex.	
TOTAL COST	\$2,080.00

Handicap parking lot at Komar Park	
TOTAL COST	\$14,968.00

There are no new projects discussed or pending until the new budget year begins.

## City of McAlester - ADA Expenditures - 2008/09 Budget

<b>Date</b>	<b>Purchase Order Number/Vendor</b>	<b>Location</b>	<b>Amount</b>
09/03/2008	08-22117 - Weddle Signs for HC sinage	Library Parking Lots	-\$143.22
10/14/2008	08-22595 - Webcoat for HC Picnic Table	Library Grounds	-\$711.72
10/14/2008	08-22597 - W-W Hardware for HC Access. Hardware	Library Doors	-\$4,383.50
12/30/2008	08-23154 - Lowe's for Hand Rails	Library Stairs	-\$123.24
12/30/2008	08-23152 - John Branch for Labor to Paint	Doors at White Acre Room	-\$300.00
12/30/2008	08-23153 - McAlester Paint for Stain	Doors at White Acre Room	-\$125.38
01/05/2009	08-22596 - TH Rogers for Wood Doors	Doors at White Acre Room	-\$665.80
01/05/2009	08-23401 - McCray's Welding for weld plates	Outside Handrail at Library	-\$18.00
01/05/2009	08-23286 - Clint Self Concrete Const-for mat.& Labor	Sidewalk at Library-North Side	-\$5,055.00
01/13/2009	08-23496 - Sherwin Williams for paint	Library HC Parking areas	-\$179.10
01/23/2009	08-23499 - Hubert Pearson for Materials & Labor	Sidewalk at 6th & Washington	-\$2,850.00
01/29/2009	08-22593 - Miller Glass for new HC door	East Library Doors	-\$4,785.00
02/12/2009	08-23740 - Tommy Edwards for Labor	Library White Acre Doors	-\$440.00
03/31/2009	08-24192 - Hubert Pearson for Materials & Labor	Sidewalks at O'Reilleys & Dollar	-\$2,180.00
04/02/2009	08-24178 - Shawn Melton for Materials & Labor	Library HC Railing at S. Parking	-\$400.00
04/02/2009	08-24191/08-24284 - Most Dependable Fountain	Drinking Fountain @ SBC	-\$2,080.00
04/13/2009	08-24194 - Clint Self Const. Labor & Materials	Parking Lot at Komar	-\$14,968.00
04/24/2009	08-24179 - Weddle Sign	Signs with braille for Library	-\$593.44
04/30/2009	08-24557 - Fastenal	Drink cup dispenser & cups CH	-\$94.50
05/05/2009	08-24505 - Weddle Sign	HC Signage @ City Hall	-\$926.96
05/11/2009	08-24664 - Interbank-Equipment	Night Drop Box for City Hall	-\$820.60
05/14/2009	08-24674 - Additional handicap sign	City Hall	-\$148.09
Pending	08-24685 - Tommy Edwards for Labor	Misc. repairs at City Hall	-\$640.00
05/27/2009	08-24193 - MWM, LLC Labor and Materials	HC Operator on N doors at Lib.	-\$2,350.00
Pending	08-24662 - Miller Glass for materials	Restroom & Door repair @ City H	-\$750.00
Pending	MWM, LLC labor and material	Post for HC Oper. At Library	-\$250.00
05/27/2009	Shawn Melton Labor and Materials	Hand Rail at City Hall	-\$250.00
Pending	Weddle Sign Materials	Sign at Payment Box City Hall	-\$77.68
<b>TOTAL EXPENDITURES FROM 08-09 BUDGET</b>			<b>-\$46,309.23</b>
<b>08-09 Budget</b>			<b>\$32,500.00</b>
<b>Carry over from 07-08 Budget</b>			<b>\$13,945.02</b>
<b>Balance to Spend</b>			<b>\$135.79</b>

## City of McAlester - ADA Corrections - Library

Location	Existing Condition	Standard	Correction Made
Parking on the West Side	There is no accessible parking provided.	ADAAG 4.1.2(5)(a), 4.6, Fig. 9	Provided 2 accessible parking spaces (1-van) with access aisles
	The curb ramp protrudes down into the access aisle. The striping of the curb ramp is ambiguous	ADAAG 4.6.3, Q4.6.3 (Appendix)	Reconfigured accessible parking space
	The parking signs are too low	ADAAG 4.6.4 ADA&ABAAG 502.6	Raised signs at the accessible parking
	There is a 1" change in level at the bottom of the curb ramp where it meets the parking pavement	ADAAG 4.5.2, figure 7	Resurfaced area so transition between curb ramp and parking pavement is a smooth and continuous transition
	The sidewalk ends abruptly at the driveway to the parking lot. There is a 2" drop at that point	ADAAG 4.7, figures 11, 12, 13 and PCR	Reconfigured sidewalk
	The curb ramp is too steep. The lowest part of the curb ramp has a slope of 24.3%. The curb ramp lacks edge protection or flared sides	ADAAG 4.7.2, figures 11, 12, 13, and PCR	Resurfaced exiting curb ramp to correct slope and reconfigured curb ramp edge
Men's Toilet Room Upper Level	The door requires 20 pounds of push force to open	ADAAG 4.13.11(2)(b)	Adjusted door to require 4 pounds of push force to open
	There is not side grab bar provided at water closet in the "accessible" stall	ADAAG 4.17.6, 4.26, figure 20	Installed a 42" grab bar
	The coat hook is mounted at 67 inches AFF	ADAAG 4.2.5, 4.27.3, figure 5(a)	Lowered coat hook to 48 inches AFF
	The soap dispenser is mounted with its highest operable part 58 inches AFF	ADAAG 4.22.7, 4.2.5, Figure 5(a)	Remounted soap dispenser with its highest operable part at 48 inches AFF
	The mirror is mounted with its lowest reflecting edge at 54 inches AFF	ADAAG 4.19.6	Mounted new mirror with its lowest reflecting edge at 40 inches AFF

Women's Toilet Room Upper Level	The door requires 20 pounds of push force to open	ADAAG 4.13.11(2)(b)	Adjusted door to require 4 pounds of push force to open
	The coat hook is mounted at 67 inches AFF	ADAAG 4.2.5, 4.27.3, figure 5(a)	Lowered coat hook to 48 inches AFF
	The soap dispenser is mounted with its highest operable part 58 inches AFF	ADAAG 4.22.7, 4.2.5, figure 5(a)	Remounted soap dispenser with its highest operable part at 48 inches AFF
	The mirror is mounted with its lowest reflecting edge at 54 inches AFF	ADAAG 4.19.6	Mounted new mirror with its lowest reflecting edge at 40 inches AFF
Online Catalogue	The catalogue computer is 39" AFF measured to the work surface. The knee clearance to the shelf is 12" deep.	ADAAG 4.1.3(18), 4.32, figure 45	Provided one catalogue computer on an accessible table that meets requirements
Copy Machine	The instructions on the top are 45 inches AFF, out of reach for people in a wheelchair	28 CFR Part 35, 35.149 .	Provided a sign at copy machine that indicates assistance will be provided upon request.
Children's Restroom Upper Level	non compliant		Deleted this restroom
Stairs	The sign designating the stair, along with signs designating the various rooms, lacks braille	ADA/ABAAG 703	Installed new signs with braille at entrances to stairs, restrooms, conference room, and white acre room
	The door to the stair has knob-type hardware that requires grasping and twisting of the wrist to operate	ADAAG 4.13.9	Installed new lever type hardware at all entrances and exits of stairs
	The stairs leading from the mezzanine level have wooden handrails with a gripping surface that is too large and lack handrail extensions	ADAAG 4.9.4, figure 19	replaced handrails
East and West Side of Meeting Rooms	Each leaf of the double doors has a clear opening width of 28"	ADAAG 4.13.4	Replaced with pairs of doors with one 36" leaf and one 24" leaf
Training Lab	These computer desks ae 25" AFF and have a privacy panel at 14" in from edge	ADAAG 4.1.3(18), 4.32, figure 45	Lab has been deleted

Picnic Table	The picnic table at the east entrance has no accessible seating	ADDAG 4.1.3(18), 4.32, figure 45	Replaced table with new table that has accessible seating
Ramp at the East Entrance	Slope is non compliant	ADAAG 4.3.8, 4.8.2, figures 16 &17	Installed Sign indicating location of a compliant accessible entrance
Door at West Entrance	The automatic power door opener was broken at the time of our inspection	28 CFR part 35, 35.133 .	Automatic door has been replaced with a swing door and handicap operator
Ramp at the West Entrance	The slope of the ramp is not compliant at all areas	ADAAG 4.3.8, 4.8.2, figures 16 and 17	Reworked entire ramp
A Fully Accessible North Entrance	No accessible parking, curb ramp not in compliant, handrail not compliant	ADAAG 4.1.2(5)(a) 4.6 figure 9 ADAAG 4.1.2(5)(b) 4.6.2, figure 9 ADAAG 4.7.2 figures 11,12,13 and PCR	Provided 2 accessible parking (1-van) - removed and repoured all sidewalk and ramp access, installed new compliant handrails, and added handicap operator to one leaf of entrance doors

## City of McAlester - ADA Corrections - Municipal Building

Location	Existing Condition	Standard
Entrance	No handrail extension onto the level landing	ADDAG 4.8.5(2), 4.4, fig. 8 and 17
Women's Toilet Room Ground Floor	Toilet paper dispenser is mounted at 50 inches from the rear wall	ADDAG 4.16.6, figure 30(a)
	Sanitary Napkin dispenser mounted at 52" AFF	ADAAG 4.27.3, 4.2.5, fig. 5
	Paper Towel Dispenser is at 10 1/2 " off wall and 52" AFF	ADAAG 4.2.5, 4.4.1, fig. 4 8(a) &8(e)
Men's Toilet Room Ground Floor	The coat hook is mounted at 68 inches AFF	ADAAG 4.27.3, figure 5(a)
	The supplylines at the lavatory are not insulated and drain is not insulated	ADAAG 4.19.4
	The toilet paper dispenser is mounted at 47" from the rear wall	ADAAG 4.16.6, fig. 30(d)
Signs	Generally, the sign designating the room name or number lacks Braille	ADA/ABAAG 703
Fire Extinguisher	The fire extinguisher is mounted at 68 inches AFF	ADAAG 4.2.5
Defibrillator	The defibrillator is mounted at 52 inches AFF to the handle which is 18 inches over counter with no knee clearance	ADAAG 4.2.5, Figure 5
Stairs Down to the Police Department	The exit door lacks a braille exit sign	ADA/ABAAG 703
	The exit leads to stairs. There is no directional sign to an accessible exit	ADAAG 4.1.2(7)©

Code Secretary Service Counter Floor 2	The service counter is 45" AFF	ADAAG 7.2(1)
	The exit door lacks a Braille exit sign	ADA/ABAAG 703
Code and Engineering Offices	Door has knob-type hardware	ADAAG 4.13.9
	Door to engineering requires 16 pounds of pull force to open	ADAAG 4.13.11(2)(b)
	Door to codes has non-compliant signs and knob hardware	ADAAG 4.13.9
	The defibrillator is 57" AFF	ADAAG 4.2.5, fig. 5



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2009 Item Number: 3  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: June 2, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: Six

### Subject

Consider, and act upon, a Resolution authorizing the sale of certain real property located in the City of McAlester, County of Pittsburg, State of Oklahoma, to the Choctaw Nation of Oklahoma.

### Recommendation

Motion to (approve/disapprove) a Resolution authorizing the sale of the "King Ranch" property to the Choctaw Nation of Oklahoma for the amount of \$1,425,000.

### Discussion

#### Background:

On February 10, 2009, the City Manager received an offer letter from a representative of the Choctaw Nation of Oklahoma for the "King Ranch" property. (See attached) On March 18, 2009, the City received an appraisal on the property. (See attached) On May 4, 2009, a conference call took place between representatives of the City and Choctaw Nation of Oklahoma, which the later was advised their original offer was below the appraised value of the property. Subsequently, the City received a verbal offer for the property. On May 12, 2009, the City Council discussed a Resolution (see attached) related to the sale of the "King Ranch" property. On May 19, 2009, the City Council conducted a public hearing on the proposed sale of the property. (See attached memo on the individual comments made during the hearing).

#### Pros, Cons and Options:

Attached is a memo, from the Planning and Community Development Director, on the pros and cons of selling the "King Ranch" property at this time. Besides those pros and cons, others are:

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>

Pros:

1. Vacant Land
2. Price exceeds appraisal
3. No other prospects for development of the land; and
4. Choctaw Nation of Oklahoma is a good partner.

Cons:

1. Largest tract of City owned land along Hwy. 69;
2. Land value continues to increase; and
3. Potential for other economic development uses, i.e. retail uses and/or office/business park for example, which would complement the Taylor Industrial Park and not compete with it.

Options:

1. Sell the entire property;
2. Sell a portion of the property;
3. Do not sell any part of the property.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF MCALESTER, COUNTY OF PITTSBURG, STATE OF OKLAHOMA, TO THE CHOCTAW NATION OF OKLAHOMA.**

\* \* \* \* \*

WHEREAS, the City of McAlester, Oklahoma, heretofore on or about the 19<sup>th</sup> day of July 2004, did acquire title to certain real property also known as the "King Ranch Property" by virtue of a valid quit claim deed, executed and delivered by the McAlester Foundation, Inc. an Oklahoma Corporation. Said real property being more particularly described as

**SURFACE ONLY:**

**A tract of land in the SE/4 of Section 24, Township 5 North, Range 14 East and in Lots 3 and 4 of Section 19 Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, more particularly described as follows:**

**Beginning at the Northeast corner of the SE/4 of said Section 24; thence South 89 degrees, 3 minutes, 30 seconds West along the North line of the SE/4 of said Section 24 a distance of 1,329.05 feet; thence South 1 degree, 9 minutes, 47 seconds East a distance of 1,324.48 feet; thence South 1 degree, 12 minutes, 23 seconds East a distance of 205.94 feet; thence North 89 degrees, 10 minutes, 16 seconds East a distance of 1,299.79 feet, thence South 5 degrees, 21 minutes, 10 seconds West a distance of 1,115.75 feet to a point on the South line of the SE/4 of said Section 24, thence North 88 degrees, 43 minutes, 6 seconds East along the South line of the SE/4 of said Section 24 a distance of 157 feet to the Southwest corner of said Lot 4, thence North 88 degrees, 43 minutes, 46 seconds East along the South line of said Lot 4 a distance of 1,319.72 feet to the Southeast corner of said Lot 4, thence North 1 degree, 4 minutes, 21 seconds West along the East line of said Lot 4 and Lot 3 a distance of 2,294.44 feet to a point 346.50 feet South of the Northeast corner of said Lot 3, thence South 88 degrees, 44 minutes, 10 seconds West a distance of 1,324.45 feet to a point on the West line of said Lot 3, thence North 1 degree, 11 minutes, 26 seconds West along the West line of said Lot 3 a distance of 346.50 feet to the point of beginning, said described tract containing 118.76 acres, more or less.**

; and

WHEREAS, said Real Property was acquired for the Purposes of "Economic Development" from funds of the City of McAlester dedicated for such purposes; and

WHEREAS, it is hereby determined that the present sale of the above described Real Property enhances and promotes the ability of the City of McAlester, Oklahoma to meet its "Economic Development" goals, and that the subject Property should be sold to the Choctaw Nation of Oklahoma for the sum of One Million Four Hundred Twenty-Five Thousand Dollars and No Cents (\$ 1,425,000.00).

**WHEREAS**, it is further determined that the subject sale is in the economic best interests of the City of McAlester, Oklahoma, is commercially reasonable, and is fiscally responsible.

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

**SECTION 1:** That the above described real property be sold to the Choctaw Nation of Oklahoma in exchange for the sum of One Million Four Hundred Twenty-Five Thousand Dollars and No Cents (\$ 1,425,000.00).

**SECTION 2:** That the City Attorney is hereby authorized and empowered to review, prepare and approve all documents and instruments legally necessary and appropriate to consummate the above referenced sale.

**SECTION 3:** That the Mayor is hereby authorized to execute and deliver all documents and instruments of transfer necessary and appropriate to complete and close the above referenced sale of real property.

**PASSED** and **APPROVED** this \_\_\_\_ day of June, 2009 upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, by the following vote:

AYE:

NAY:

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

By: \_\_\_\_\_  
Kevin E. Priddle, Mayor

ATTEST:

\_\_\_\_\_  
Cora Middleton  
City Clerk

**CERTIFICATE OF CITY CLERK**

I, the undersigned City Clerk of the City of McAlester, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the City Council of said City at a meeting held on the date therein stated as the same appears in the Minutes of said meeting on file in my office as a part of the official records thereof.

\_\_\_\_\_  
City Clerk, City of McAlester, Oklahoma

(SEAL)



# Choctaw Nation of Oklahoma

P.O. Box 1210 • Durant, OK 74702-1210 • (580) 924-8280

Gregory E. Pyle  
Chief

Gary Batton  
Assistant Chief

Office of City Manager

FEB 18 2009

Received

February 10, 2009

Mr. Mark Roath, City Manager  
City of McAlester  
P.O. Box 578  
McAlester, OK 74502

Dear Mr. Roath:

The Choctaw Nation of Oklahoma is interested in purchasing a 120 acre tract known as the "Southside Industrial Park" in McAlester, Oklahoma. We are prepared to offer \$1,200,000.00 for the site.

The Choctaw Nation has an immediate need of building a new Community Center and future need of a Headstart Facility and Elderly Housing Project. Please consider this a formal intent to purchase. Contact Mr. Wayne Wylie, Executive Director of Natural Resources at 580-924-8280, Extension 2263 or his cell phone is 580-513-0223 if this offer is accepted. Mr. Wylie handles our property acquisitions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary Batton".

Gary Batton, Assistant Chief  
Choctaw Nation of Oklahoma

kh

c File  
Kevin Priddle, Mayor

Property of

The City of McAlester  
P. O. Box 578  
McAlester, Oklahoma 74502

Prepared for

The McAlester City Council

As of

March 18, 2009

By

Timothy D. Barnhouse, CREA  
And  
Patsy Hoover  
Allied Appraisal Group, Inc.  
Post Office Box 1962  
McAlester, Oklahoma 74502  
(918) 423-2306

March 23, 2009

Mr. Mark Roath and Council Members  
City of McAlester  
P.O. Box 578  
McAlester, Oklahoma 74502

Dear Council Members:

In keeping with your request, we have carefully examined the property owned by the by the City of McAlester and designated as the Southside Industrial Park located in Section 24, Township 5 North, Range 14 East and Section 19, Township 5 North, Range 15 East, Pittsburg County, Oklahoma.

The purpose of this appraisal report is to transmit an opinion of market value of the subject property as of this date. After completing all of the value indicators, it is the appraiser's opinion that the market value of the subject property, as of March 18, 2009 is:

**One Million Four Hundred Thirteen Thousand Dollars  
(\$1,413,000.00)**

Please find in this report, all the documentation, procedures and rationale used to arrive at this opinion of value, and should you have questions, or we can be of further service to you in this matter, please do not hesitate to contact us.

Respectfully submitted,



Timothy D. Barnhouse, CREA  
P. O. Box 1962  
McAlester, OK 74502  
Okla. Cert. Res. #10592



Patsy Hoover  
P. O. Box 1962  
McAlester, Oklahoma 74502  
Okla. Cert. Gen. #11071

## PREFACE

An appraisal is a type of research into the law of probabilities with respect to real estate valuation. Through the appraiser's education, training, experience, knowledge and integrity, he is able to project sellers' and buyers' past activities into a forecast of real estate values. Because of the individuality and uniqueness of each property, comparisons of like properties often entail adjustments in arriving at a conclusion. Financial consideration for similar properties sometimes reflects sentiment, compassion, sympathy, bias, politics, specific needs, lack of understanding and other factors not considered by the impartial appraiser. Principals of the transaction, the banker, seller, purchaser or broker, cannot alter his judgment and opinion.

An appraisal cannot be guaranteed, nor can it be proven. However, the opinion of value can be substantiated and justified and the final opinion of value is the result of a professional analysis of considerable quantity of physical and economic facts. An appraisal must not be considered absolute but should be used as a basis of negotiation between parties involved in the property, whatever their interests.

With the foregoing in mind, the reader is invited to review the following report that sets forth the data and reasoning leading to the opinions of value of the property under appraisal.

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### ADDENDUM

## **Minimum Appraisal Standards**

The agencies are adopting five minimum appraisal standards in place of the 14 standards in the prior rule. The final rule includes four modifications to the proposed rule concerning minimum appraisal standards. The final rule requires all appraisals for federal related transactions.

1. Conform to generally accepted appraisal standards as evidence by the USPAP unless principles of safe and sound banking require compliance with stricter standards;
2. Be written and contain sufficient information and analysis to support the institution's decision to engage in the transaction;
3. Analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold units;
4. Be based upon the definition of market value as set forth in the regulation; and
5. Be performed by State licensed or certified appraisers.

This is a summary report of a complete appraisal as defined by USPAP. It is reported in a summary format as specified by standard 2 of the USPAP.

### **Authority**

FFIRA Final Rule effective June 7, 1994.

Additionally the 12 points of USPAPS are included herein. Every effort has been made in this report to adhere to these standards. They may be found on the following pages of this report.

**UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICES**  
**SUMMARY REPORT**  
**S.R. 2-2 (b) i-xii**

1. Identify and provide a **SUMMARY DESCRIPTION** of the real estate being appraised.
2. State the real property interest being appraised.
3. State the purpose and intended use of the appraisal.
4. Define the value to be estimated.
5. State the effective date of the appraisal and the date of the report.
6. Summarize the extent of the process of collecting, confirming and reporting data.
7. State all assumptions and limiting conditions that affect the analysis, opinions, and conclusions.
8. Summarize the information, considered, the appraisal procedures followed, and the reasoning that supports the analyses, opinions, and conclusions.
9. Summarize the appraiser's opinion of the highest and best use of the real estate, when such opinion is necessary and appropriate.
10. Explain and support the exclusion of any of the usual valuation approaches.
11. Summarize any additional information that may be appropriate to show compliance with, or clearly identify and explain permitted, departures from the requirements of Standard 1.
12. Include a signed certification in accordance with Standards Rule 2-3.

## SALIENT FACTS

Property type: 118.76 acres of vacant land, now commonly known as the Southside Industrial Park. This land has been annexed into the City of McAlester.

Location: Located on the South side of McAlester and access is via Elk Drive.

Inspection Date: March 18, 2009

Date of Report: March 18, 2009

Improvement data: According to the County Assessors office, a home, which was built in 1940, is situated on this property, however upon inspection; I determined the home has been removed from the property. There are no structural improvements on this property.

Site Data: The subject property includes 118.76 acres of land. The majority of this land is open and mostly level; however on the rear of the property the subject is wooded with what appears to be second growth oak, hickory and elm. There are some ravines on the property in this area. There is an easement across this property for a sanitary sewer line.

Zoning: The subject property is zoned I-1 Light Industrial.

Utilities: All utilities available.

Taxes: Taxes paid in 2008 were \$41.86. This property is actually three parcels. Two of the parcels are tax exempt, while the third is taxed.

Flood zone data: The subject does not appear to be in a flood zone according to flood map # 400170-0005-C, dated July 3, 1990. (Map attached)

Estimated Marketing time: ..... One year or more

## PURPOSE AND SCOPE OF THE APPRAISAL

The purpose of the appraisal is to transmit the estimated "market" value of the subject property. In rendering an opinion of value, the appraisers are, in fact, making a forecast of what will probably occur under stipulated market conditions. These values are intended to be "market value" instead of other types of value. In performing the appraisal assignment, the appraisers researched and obtained all pertinent information pertaining to the subject site and all improvements and have reported those facts herein. In addition, the subject area was researched for current land sales. Those that have been confirmed and/or considered most comparable to the subject have been included in the following appraisal in each respective approach to value section.

**Not** included in the scope of the appraisal processes were the inclusion of personal items including but not limited to, fixtures, equipment, furnishings and inventory.

The subject property is vacant land, which is to be utilized as an industrial site in the future. However, it has not been sub-divided as of this date. There are no businesses in operation in this addition. The scope of this appraisal does not take into consideration any future development or subdivisions of the property.

## DEFINITIONS of TERMINOLOGY

**Market Value:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated;
2. Both parties are well informed or well advised, with both acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U. S. Dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## PROPERTY RIGHTS APPRAISED

The property rights being appraised are the Fee Simple Interest. It is assumed to be unencumbered, and without encroachments, abnormal easements or restrictions that would unduly restrict the marketability of the subject. However, we must mention the close proximity of the McAlester Regional Airport. According to FAA's Federal Aviation Regulation, which defines imaginary surfaces, § 77.25 **Civil airport imaginary surfaces.**

The following civil airport imaginary surfaces are established with relation to the airport and to each runway. The size of each such imaginary surface is based on the category of each runway according to the type of approach available or planned for that runway. The slope and dimensions of the approach surface applied to each end of a runway are determined by the most precise approach existing or planned for the runway end.

- a) Horizontal surface. A horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is :
  - (1) 5,000 feet for all runways designated as utility or visual;
  - (2) 10,000 feet for all other runways. The radius of the arc specified for

each end of a runway will have the same arithmetical value. That value will be the highest determined for either end of the runway. When a 5,000-foot arc is encompassed by tangents connecting two adjacent 10,000-foot arcs, the 5,000-foot arc shall be disregarded in the construction of the perimeter of the horizontal surface.

- b) Conical surface. A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
- c) Primary surface. A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of a primary surface is:
  - (1) 250 feet for utility runways having only visual approaches.
  - (2) 500 feet for utility runways having non-precision instrument approaches.
  - (3) For other than utility runways the width is:
    - (i) 500 feet for visual runways having only visual approaches.
    - (ii) 500 feet for non-precision instrument runways having visibility minimums greater than three-fourths statute mile.
    - (iii) 1,000 feet for a non-precision instrument runway approach with visibility minimums as low as three-fourths of a statute mile and for precision instrument runways.
    - (iv)

The width of the primary surface of a runway will be that width prescribed in this section for the most precise approach existing or planned for either end of that runway.

- d) Approach surface. A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end.
  - (1) The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of:
    - (i) 1,250 feet for that end of a utility runway with only visual approaches;
    - (ii) 1,500 feet for that end of a runway other than a utility runway with only visual approaches;
    - (iii) 2,000 feet for that end of a utility runway with a non-precision instrument approach;
    - (iv) 3,500 feet for that end of a non-precision instrument runway other than utility, having visibility minimums greater than three-fourths of a statute mile;

- (v) 4,000 feet for that end of a non-precision instrument runway, other than utility, having a non-precision instrument approach with visibility minimums as low as three-fourths statute mile; and
  - (vi) 16,000 feet for precision instrument runways.
- (2) The approach surface extends for a horizontal distance of:
- (i) 5,000 feet at a slope of 20 to 1 for all utility and visual runways;
  - (ii) 10,000 feet at a slope of 34 to 1 for all non-precision instrument runways other than utility; and,
  - (iii) 10,000 feet at a slope of 50 to 1 with an additional 40,000 feet at a slope of 40 to 1 for all precision instrument runways.
- (3) The outer width of an approach surface to an end of a runway will be that width prescribed in this sub-section for the most precise approach existing or planned for that runway end.
- (e) Transitional surface. These surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7 to 1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surface for those portions of the precision approach surface, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

IDENTIFICATION  
and  
LEGAL DESCRIPTION

A tract of land in the SE/4 of Section 24, Township 5 North, Range 14 East and in Lots 3 and 4 of Section 19 Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, more particularly described as follows;

Beginning at the Northeast corner of the SE/4 of said section 24; thence South 89 degrees, 3 minutes, 30 seconds West along the North line of the SE/4 of said section 24 a distance of 1,329.05 feet; thence South 1 degree, 9 minutes, 47 seconds East a distance of 1,324.48 feet; thence South 1 degree, 12 minutes, 23 seconds East a distance of 205.94 feet; thence North 89 degrees, 10 minutes, 16 seconds East a distance of 1,299.79 feet, thence South 5 degrees, 21 minutes, 10 seconds West a distance of 1,115.75 feet to a point on the South line of the SE/4 of said section 24, thence North 88 degrees, 43 minutes, 6 seconds East along the South line of the SE/4 of said section 24 a distance of 157 feet to the Southwest corner of said Lot 4, thence North

88 degrees, 43 minutes, 46 seconds East along the South line of said Lot 4 a distance of 1,319.72 feet to the Southeast corner of said Lot 4, thence North 1 degree, 4 minutes, 21 seconds West along the East line of said Lot 4 and Lot 3 a distance of 2,294.44 feet to a point 346.50 feet South of the Northeast corner of said Lot 3, thence South 88 degrees, 44 minutes, 10 seconds West a distance of 1,324.45 feet to a point on the West line of said Lot 3, thence North 1 degree, 11 minutes, 26 seconds West along the West line of said Lot 3 a distance of 346.50 feet to the point of beginning, said described tract containing 118.76 acres, more or less.

**Special Note** In ordinance #2,183, Section 1, which is the annexation document of this property, it is stated in the legal description that "all of the land in section 24 and section 19 is in Township 5 North, Range 14 East ..." This is an inaccurate statement. Section 24 is in Township 5 North, Range 14 East and Section 19 is in Township 5 North, Range 15 East.

### THE APPRAISAL PROBLEM

The content of an appraisal is determined by the limiting assumptions inherent in the property, database, or other factors in the discussion context. The **purpose** of this appraisal is to give an opinion of "market" value. The **function** of this appraisal is to assist the McAlester City Council in determining the market value of this property, which the city already owns. The subject property is not improved and therefore the Cost approach is not applicable. The subject property is not income producing and therefore the Income Approach is not applicable. Therefore, the Direct Sales Comparison Approach to value has been considered in the fee simple analysis.

### SALES HISTORY

On October 22, 2003 Glenn C. King, a single person sold an undivided 5/12ths interest in and to Lot 3, except the North 346.5 feet thereof, and all of Lot 4 in Section 19, Township 5 North, Range 15 East, and the NE/4 SE/4 of Section 24, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, except and reserving to the grantor Glenn C. King all of his undivided interest in the oil, gas, and other mineral in and under said property, and subject to existing easements to the McAlester Foundation, Inc. According to the revenue stamps, Mr. King sold his interest in this property for \$297,000.00.

On October 22, 2003 Bill C. King and Betty F. King, husband and wife sold the following:

Tract 1: An undivided 5/12ths interest in and to Lot 3, except the Northerly 346.5 feet thereof, and all of Lot 4 in Section 19, Township 5 North, Range 15 East, and the NE/4

SE/4 of Section 24, Township 5 North, Range 14 East of the Indian Base and Meridian;

AND

Tract 2: A tract of land more particularly described as beginning at the Southeast corner of the NE/4 SE/4 of Section 24; Township 5 North, Range 14 East; thence South along the East line of the SE/4 SE/4 of said section 24 a distance of 212.5 feet to a point; thence West 89 degrees, 8 minutes, 4 seconds East a distance of 1,331.6 feet more or less, to a point on the West line of the said SE/4 SE/4 of section 24; thence Northerly and parallel to the East line of said section a distance of 206 feet to a point; thence Easterly a distance of 1,331.6 feet more or less to the point of beginning;

AND

Tract 3: A tract of land more particularly described as beginning at the Southeast corner of the NE/4 SE/4 of Section 24; Township 5 North, Range 14 East; thence Westerly a distance of 1,318.6 feet more or less along the South line of the NE/4 SE/4 to the Southwest corner of the NE/4 SE/4 for the point of beginning; thence North 1 degree, 8 minutes East along the Westerly line of the NE/ SE/4 a distance of 1,325.178 feet to a point, thence West a distance of 12 feet; thence South a distance of 1,325.178 feet to a point; thence Easterly a distance of 13 feet to the point of beginning;

AND

Tract 4: A tract of land more particularly described as beginning at the Southeast corner of the NE/4 SE/4 of Section 24; Township 5 North, Range 14 East; thence South a distance of 1,321.866 feet to the Southeast corner of the SE/4; thence West along the South of the SE/4 SE/4 a distance of 157 feet to a point; thence Northeasterly a distance of 1,321 feet more or less to a point which is 5.5 feet West of the point of beginning, thence Easterly 5.5 feet to the point of beginning.

Except and reserving to the grantor Bill C. King all of his undivided interest in the oil, gas, and other mineral in and under all of the tracts of land described above, subject to existing easements, to McAlester Foundation, Inc. According to the revenue stamps, Mr. Bill C. King sold his interest in this property for \$355,000.00.

On October 22, 2003, Marilyn Rae King a widow and single person sold the following:

An undivided 1/6<sup>th</sup> interest in and to Lot 3, except the North 346.5 feet thereof, and all of Lot 4 in Section 19, Township 5 North, Range 15 East, and the NE/4 SE/4 of Section 24, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, except and reserving to the grantor herein all of her undivided interest in the oil, gas, and other mineral in and under said property, and subject to existing

easements to the McAlester Foundation, Inc. According to the revenue stamps, Ms. King sold her interest in this property for \$119,000.00.

On July 19<sup>th</sup>, 2004, McAlester Foundation, Inc., an Oklahoma Corporation did hereby quit claim, grant, bargain, sell and convey unto City of McAlester, Oklahoma, a Municipal Corporation, the following:

Tract 1: Lot 3, except the North 346.5 feet thereof, and all of Lot 4 in Section 19, Township 5 North, Range 15 East, and the NE/4 SE/4 of Section 24, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma;

AND

Tract 2: A tract of land more particularly described as beginning at the Southeast corner of the NE/4 SE/4 of Section 24; Township 5 North, Range 14 East; thence South along the East line of the SE/4 SE/4 of said section 24 a distance of 212.5 feet to a point; thence West 89 degrees, 8 minutes, 4 seconds East a distance of 1,331.6 feet more or less, to a point on the West line of the said SE/4 SE/4 of section 24; thence Northerly and parallel to the East line of said section a distance of 206 feet to a point; thence Easterly a distance of 1,331.6 feet more or less to the point of beginning;

AND

Tract 3: A tract of land more particularly described as beginning at the Southeast corner of the NE/4 SE/4 of Section 24; Township 5 North, Range 14 East; thence Westerly a distance of 1,318.6 feet more or less along the South line of the NE/4 SE/4 to the Southwest corner of the NE/4 SE/4 for the point of beginning; thence North 1 degree, 8 minutes East along the Westerly line of the NE/ SE/4 a distance of 1,325.178 feet to a point, thence West a distance of 12 feet; thence South a distance of 1,325.178 feet to a point; thence Easterly a distance of 13 feet to the point of beginning;

AND

Tract 4: A tract of land more particularly described as beginning at the Southeast corner of the NE/4 SE/4 of Section 24; Township 5 North, Range 14 East; thence South a distance of 1,321.866 feet to the Southeast corner of the SE/4; thence West along the South of the SE/4 SE/4 a distance of 157 feet to a point; thence Northeasterly a distance of 1,321 feet more or less to a point which is 5.5 feet West of the point of beginning, thence Easterly 5.5 feet to the point of beginning.

This exceeds the "three year" search parameter as set forth by the FIRREA guidelines.

## REGIONAL AND COUNTY DATA FOR MCALESTER, PITTSBURG COUNTY OKLAHOMA

### LOCATION:

McAlester is located in Southeastern Oklahoma at the crossroads of US Hwy 69 and US Hwy 270. McAlester is 118 miles southeast of Oklahoma City, 93 miles south of Tulsa, and 176 miles north of Dallas, Texas.

### POPULATION:

The city of McAlester has a population of 17,783. Pittsburg County a population of 43,953 and the 30-mile trade radius 62,718.

### CLIMATE:

The average annual temperature is 62 degrees, rainfall 42 inches, snowfall 5 inches and the average number of flying days is 344 days per year.

### MUNICIPAL SERVICES:

McAlester has a Mayor, City Council, City Manager form of government, with a Planning Commission, Subdivision Review Board and Utility Review Board. It has zoning ordinances and a comprehensive city plan.

### UTILITIES:

Electricity is provided by AEP/PSO, natural gas by Centerpoint Energy, telephone service by The Southwestern Bell Telephone Company, water, sewage, and garbage removal by City of McAlester. The area has independent refuse companies for rural areas.

### LABOR MARKET ANALYSIS:

The total county population is 43,953. The civilian labor force consists of 8,333 males, 8,924 females for a total of 17,901. The unemployment rate is 7.2%.

MAJOR MANUFACTURERS:	PRODUCT	# of EMPLOYEES
Army Ammunition Depot	Ammunition	914
Spirit Aero Systems	Aerospace	300
Komar & Sons	Ladies Lingerie	260
National Oilwell	Wilson Snyder Pumps	220
Pliant	Plastic Film	157
Simonton Windows	Vinyl Windows	200
Atlantic Meeco	Foundation Products	145

**TRANSPORTATION:**

a. Highways: The area is served by U.S. Highway 69, 270, 1, and 31. The Indian Nations Turnpike is 3 miles west or 5 miles south of McAlester, and Interstate 40 is 40 miles north.

b. Bus Lines: The Greyhound, Oklahoma Transportation Co. has a terminal in McAlester.

c. Rail: North/South is served by The Missouri-Kansas-Texas Railroad.

d. Airlines: The nearest airport is the McAlester Regional Airport, which has a Fixed Base Operator. The runway is concrete surfaced and is 5,600 feet in length and is lighted.

Tulsa International is 102 miles North of McAlester and is served by most major airlines.

**FINANCIAL INSTITUTIONS:**

Most area banks have several convenient branch locations and ATM locations. They have combined assets of over \$5,000,000,000.

**HOUSING**

The area has 6,584 dwellings with 66.34% of them owner occupied. The median home value is \$54,100.

**RECREATIONAL FACILITIES:**

Located in or near McAlester is the following: jogging tracks, walking paths, softball, volleyball, basketball, racquetball, swimming, skiing, boating, sailing, hunting, and fishing.

There are a Boys and Girls Club, Senior Citizens Center, skating rink, a movie theater and two health clubs.

## NEIGHBORHOOD ANALYSIS

### NEIGHBORHOOD DEFINED

A neighborhood is a group of complementary uses, a homogeneous grouping of individual buildings, or business enterprises within, or as part of a larger community. These groupings may be devoted to residential use, trade or service activities, industrial, recreational, cultural and civic activities.

The subject property is located in the Southern part of the business district of McAlester. The neighborhood is considered to be this Southern business district. Typical businesses in the area include convenience stores, bars, service garages, casino, manufacturing plant and offices.

Growth in the neighborhood is stable and prices remain stable. The neighborhood enjoys average to better than average traffic exposure.

The neighborhood is served by AEP/PSO of Oklahoma (electricity), Centerpoint Gas Company (natural gas), SBC (phone service), Allegiance Cable Systems (cable tv), and The City of McAlester (water, sewer and garbage pickup).

### CONCLUSION

In summary, the subject neighborhood is the Southern portion of the McAlester business district. The subject is situated on a two-lane street with average traffic exposure.

The neighborhood appears to be in harmony with the subject properties current use and the subject appears to be in harmony with the other uses in the general area. The I-1 zoning or light industrial, will allow for future development of the industrial park. This future development will be in harmony with other property uses in the area.

## SITE ANALYSIS

Site Area Appraised:	118.76 acres.
Shape:	Irregular.
Location:	Average for competing properties.
Frontage:	The subject does not have any highway frontage. This property does have some frontage on Elk Drive. This is the access point on the North side of the property.
Topography:	The surface of the site is basically level to gently rolling over the majority of the property. However on the rear of the property there is some land, which has steep slopes.
Drainage:	The drainage appears adequate. The site does not appear to be in a 100-year flood area, according to FEMA map Number 400-170-0005-C, dated July 3, 1990.
Adjacent Properties:	The subject is bound by light commercial businesses on the North and West, by single-family residential properties on the East and by vacant lands on the South.
Utilities:	All utilities as described in the neighborhood analysis are serving the subject site.
Easements and Restrictions:	I found no adverse easements, and found only easements for normal utilities.
Encumbrances:	I found no encumbrances. Since the time the McAlester Foundation and then the City of McAlester came into title of this property I did not observe any mortgages, which have been filed at the County Clerks office, which would encumber this property.
Encroachments:	I found no encroachments on or off the subject property.

Street improvements: The subject has some frontage on Elk Drive, which is an asphalt street.

Zoning: The subject is in I-1 Light Industrial zoning area and the subject was in conformance with this zoning. There did not appear to be any zoning changes planned for the area.

Special Assessments: I found no special assessments in the area and it was not disclosed to the appraiser if any are being contemplated.

Nuisances and hazards: No nuisances or hazards were found in the area.

Environmental hazards: **I AM NOT AN EXPERT IN SUCH MATTERS, AND YOU MAY WISH TO HAVE THE SUBJECT INSPECTED BY SUCH.**

Accessibility: The access to the subject is readily available from Elk Drive.

Conclusions: The subject site is suitable for development according to the highest and best use of the site as vacant.

## IMPROVEMENT ANALYSIS

The subject property is an un-improved property. There are no structural improvements on this property, in spite of the county assessor's records. The county assessor reports a 1940 model home with 1,140 square feet of living area, however, this single-family residence has been removed from the property.

## HIGHEST AND BEST USE ANALYSIS

Highest and Best Use is defined as "that reasonable and probable use that will support the highest value, as defined, as of the effective date of the appraisal." Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use resulting from the appraiser's own judgment and analytical skill; i.e., "that the use determined from analysis represents an opinion, not a fact to be found" (The dictionary of Real Estate, Second Edition, AIREA).

In determining the highest and best use of the site, the process is one of considering all possible uses to which it can be put. Of these uses, only those legally permissible uses are further narrowed to those that are economically feasible. Finally, highest and best use of the site is selected from those uses considered feasible.

### Legal Restraints:

Since the subject site is situated within the limits of the City of McAlester, the subject property is restricted by the city's zoning ordinances. Since the site is vacant, it could be developed with any type of appropriate uses, if the use conforms to the city of McAlester's building codes. Zoning ordinances restrict the use to primarily Light Industrial. The primary development trend within the subject neighborhood can be characterized as commercial or light industrial. The allowed legal use is consistent with development patterns within the neighborhood.

### Physical Restraints:

The subject site consists of approximately 118.76 acres. There does not appear to be any physical restraints, unless the aforementioned civil airport imaginary surfaces apply to this property.

### Feasible Use:

For any project, the test of feasibility is the soundness of the required investment. The calculation of the amount and timing of the required investment, the anticipated recovery of and return on the investment, and the risks attached to the recovery and the returns is the core of feasibility analysis. An investigation of alternative uses, market characteristics, development costs, development constraints and risks, financing possibilities, selling prices, absorption rates, projected rents and other income, occupancy levels and debt service requirements have been conducted.

The current most feasible use of the subject is considered to be an industrial park. Presently the subject property is vacant, however has been annexed into the City of McAlester, at which time it was zoned I-1 Light Industrial. According to city officials, the plan is to develop the subject into the Southside Industrial Park.

### Maximally Productive:

Finally the highest and best use is that use that produces the greatest return over a specified term. It appears that the highest and best use under this parameter would be an industrial park.

### CONCLUSION:

The subject with a use as an industrial park appears to be utilized at its "highest and best" use. No other uses were seriously contemplated.

## THE APPRAISAL PROCESS

The estimation of a real property's market value involves a systematic process in which the problem is defined; the work necessary to solve the problem is planned; and the data required is acquired, classified, analyzed and interpreted into an estimate of value. The appraiser uses three basic approaches in this process, the cost approach, the direct sales comparison approach, and the income approach. When one or more of these approaches is not applicable in the appraisal process, full justification must be presented.

In the Cost Approach, the appraiser must first estimate the value of the subject site by comparing it to similar sites that have recently sold or are currently offered for sale. The reproduction cost new of the improvements, as determined by comparison to similarly constructed properties, is then estimated. Depreciation from all sources is determined and subtracted from the reproduction cost new of the improvements, to arrive at their present worth. The present worth of all improvements is added to the estimated site value with the result being the indicated value by the Cost approach. However, the subject property does not include any structural improvements, and therefore the Cost Approach to value is not applicable.

The Direct Sales Comparison Approach involves the comparison of similar properties that have recently sold or similar properties that are currently offered for sale, with the subject property. The notable differences in the comparable properties are adjusted from the subject property to indicate a value range for the property being appraised. This value range, as indicated by the adjusted comparable properties is then correlated into a final indicated value for the subject property by this approach.

The Income Approach is a process in which the anticipated flow of future benefits (actual dollar income or amenities) is discounted to present worth figure through the capitalization process. The appraiser is primarily concerned with the future benefits resulting from net income. The steps in this approach included estimating potential gross income by comparison with competing properties and estimating expenses (derived from historical and/or market experience) to determine a projected net income stream. The income stream is then capitalized into an indication of value by using capitalization rates extracted from competitive properties in the market or by using other techniques when applicable. At the present, the only income, which could be derived from the subject property is for hay production. This hay production is not utilizing the subject property at its highest and best and therefore is not considered applicable.

In the final reconciliation, the appraisers must weigh the relative significance, defensibility and applicability of each approach as it pertains to the type of property being appraised.

## MARKET APPROACH

This approach to value requires the appraiser to compare similar competitive properties that have recently sold to the subject property. The subject is a rather large tract of land to be situated in the City of McAlester. Therefore, I compared the subject per acre to other sales, which is the most typically used unit of comparison when appraising larger tracts.

### Site Value Estimate

In order to estimate the value of the subject site, the Direct Sales Comparison method is used. In this method, normal market sales of similar sites are compared to the subject site with respect to such factors as location, zoning, physical characteristics and date of sale. These various differences in the comparable site sales are then adjusted, if necessary, to arrive at an indicated value for the subject site.

The site sales that are considered most similar to the subject are summarized on the following pages. The typical unit of comparison used in the subject neighborhood is the Sale Price Per Acre.

#### **SALE #1**

This property is situated in Section 24, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma. Stipe Investments, LLC sold 17.77 acres to Jonnie Beth Bernhardt trust. This was a vacant land sale and adjoins the subject of this report on the North. This property also adjoins George Nigh Expressway. This acreage sold for \$575,000 or \$32,358 per acre.

#### **SALE #2**

This property is situated in Townsite Addition #4, Pittsburg County, State of Oklahoma. Gary Augter sold this property to Eufaula Hospitality, LLC. This was a vacant land sale and adjoins George Nigh Expressway. This sale includes 17.41 acres and is located within ½ mile of the subject property. This property sold for \$1,700,000 or \$97,645 per acre.

#### **SALE #3**

This property is situated in Section 24, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma. Pauline Kinyon sold this property to Atwood Distributing, L.P. This was a vacant land sale, which adjoins George Nigh Expressway. This sale includes 1.25 acres. This property sold for \$80,000 or \$64,000 per acre. This property is within ¼ mile of the subject property.

#### **SALE #4**

This property is situated in Townsite Addition #9, Pittsburg County State of Oklahoma. Stuart Wright sold this property to Corporate Hotels of Oklahoma, Inc. This was a vacant land sale of 22.35 acres. This property sold for \$190,000 or \$8,501 per acre. This sale is located in the Town of Krebs and adjoins Main street but does not have Highway 270 frontage.

#### **RECONCILIATION OF LAND SALES**

The subject has frontage on Elk Drive, a two-lane, asphalt street with a small amount of traffic flow. The subject does not have George Nigh Expressway frontage. Properties, which have George Nigh Expressway frontage typically sell for more per acre than properties without the expressway frontage. I researched the real estate market back two years to find the sales used in this report.

Sale four appears to be the most similar in regards to acreage as well location. Location being it is not located on George Nigh Expressway, however still a commercial property. Most of the weight or consideration is given to this sale. However, sales one thru three are all very close in proximity to the subject. Sale one adjoins the subject and sales two and three are within ½ mile of the subject. Some consideration was given these three sales as well.

Typically, larger acreages will sell for a smaller amount per acre than smaller acreages. When searching for comparable sales, I searched each and every section, which adjoins or is in close proximity to the George Nigh Expressway and although I found several sales, they were mostly much smaller acreages ranging from one to 20 acres. Three of the four sales had George Nigh Expressway frontage and the other had Main Street Krebs frontage. All four sales were either zoned for commercial or light industrial use. I was unable to find any sales, which were truly similar to the subject in regards to acreage, which were in close proximity to the Expressway and which had sold in the previous two years. With these sales in mind and the appraiser's knowledge of the real estate market, it is my opinion that the value of the subject property should be on the lower side of the value range. After reconciling these sales and considering all of the factors, it is my opinion that the value of the subject is \$11,900 per acre or \$1,413,244, say

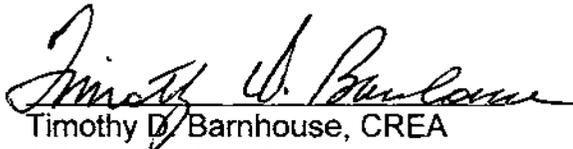
**One Million Four Hundred Thirteen Thousand Dollars  
(\$1,413,000.00)**

## FINAL ANALYSIS AND RECONCILIATION

With all approaches estimated and analyzed, it was the appraiser's opinion that the different approaches should be weighted and a judgmental decision made as to the amount of weight given each approach.

The subject is a vacant piece of land, which spans 118.76 acres. The income and cost approaches to value are not applicable, therefore the only approach utilized in this report is the sales comparison or market approach. The market approach indicates a range of value from \$8,501 per acre up to \$97,645 per acre. In my opinion, the value of the subject property is:

**One Million Four Hundred Thirteen Thousand Dollars  
(\$1,413,000.00)**



Timothy D. Barnhouse, CREA  
Allied Appraisal Group, Inc.  
P. O. Box 1962  
McAlester, OK 74502  
918-423-2306

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Patsy Hoover  
Allied Appraisal Group, Inc.  
P. O. Box 1962  
McAlester, Oklahoma 74502  
918-423-2306

## CERTIFICATION

The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based on whole or in part upon the race, color, or national origin if the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the report, unless indicated as "Review Appraiser." No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.
7. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of The Appraisal Foundation, except that the Departure Provision of the USPAP does not apply.

8. Their compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
9. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
10. The appraiser's banking relationship with The Bank, National Association consists of a car loan. Appraiser(s) do not hold stock in nor occupy a position as director of said bank.



Timothy D. Barnhouse, CREA  
P. O. Box 1962  
McAlester, OK 74502  
Oklahoma Cert. Res. #10592

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Patsy Hoover  
P. O. Box 1962  
McAlester, Oklahoma 74502  
Oklahoma Cert. Gen. # 11071

## **CONTINGENT AND LIMITING CONDITIONS**

The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering that might be required to discover such factors.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, the Appraiser can assume no responsibility for accuracy of such items.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor part of the content of the report, or copy thereof (including

conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by some, the mortgagee or its successors and assigned, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public, relations, news, sales, or other media, without the written consent and approval of the Appraiser.

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

**ENVIRONMENTAL DISCLAIMER:** The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The Appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of the inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions that would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.



Timothy D. Barnhouse, CREA  
P. O. Box 1962  
McAlester, OK 74502  
Oklahoma Cert. Res. #10592

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McAlester, Oklahoma 74502  
Okla. Cert. Gen. # 11071

Education and references will be supplied on request.

# Photograph Addendum

Borrower/Client				
Property Address Elk Dr.				
City	McAlester	County	State	OK Zip Code 74501
Lender				



Land Scene



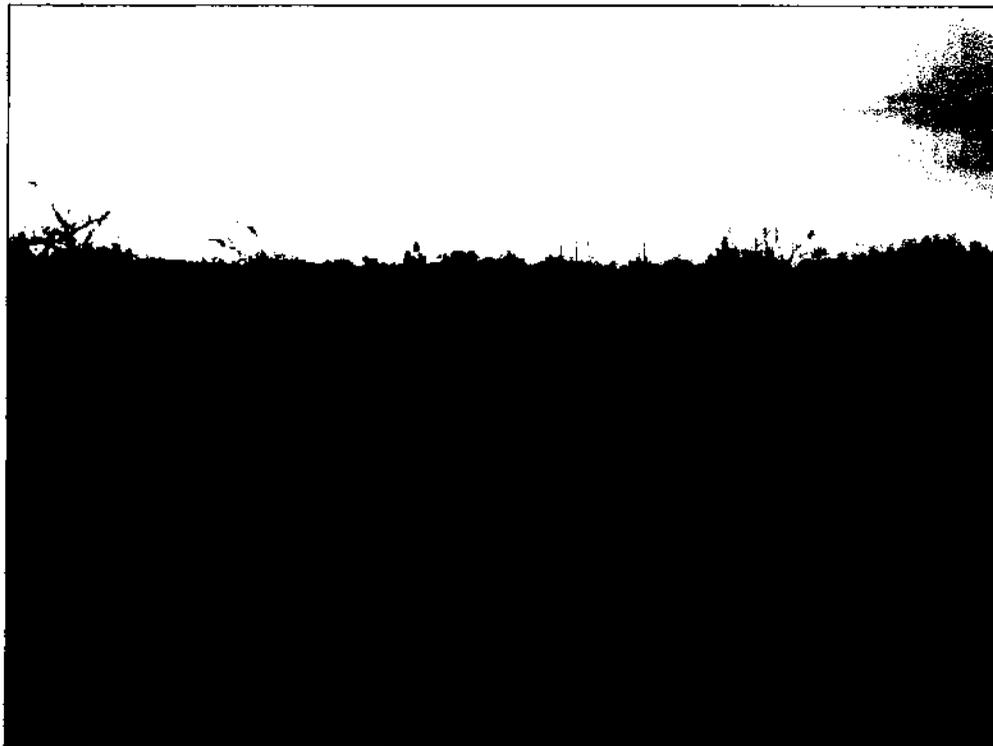
Street Scene

### Photograph Addendum

Borrower/Client				
Property Address Elk Dr.				
City	McAlester	County	State	OK Zip Code 74501
Lender				



Land Scene



Land Scene

### Photograph Addendum

Borrower/Client			
Property Address Eik Dr.			
City	McAlester	County	State OK Zip Code 74501
Lender			



Land Scene



Land Scene

### Photograph Addendum

Borrower/Client				
Property Address Elk Dr.				
City	McAlester	County	State	OK Zip Code 74501
Lender				



Land Scene

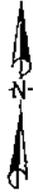


Land Scene



UTILITIES LEGEND

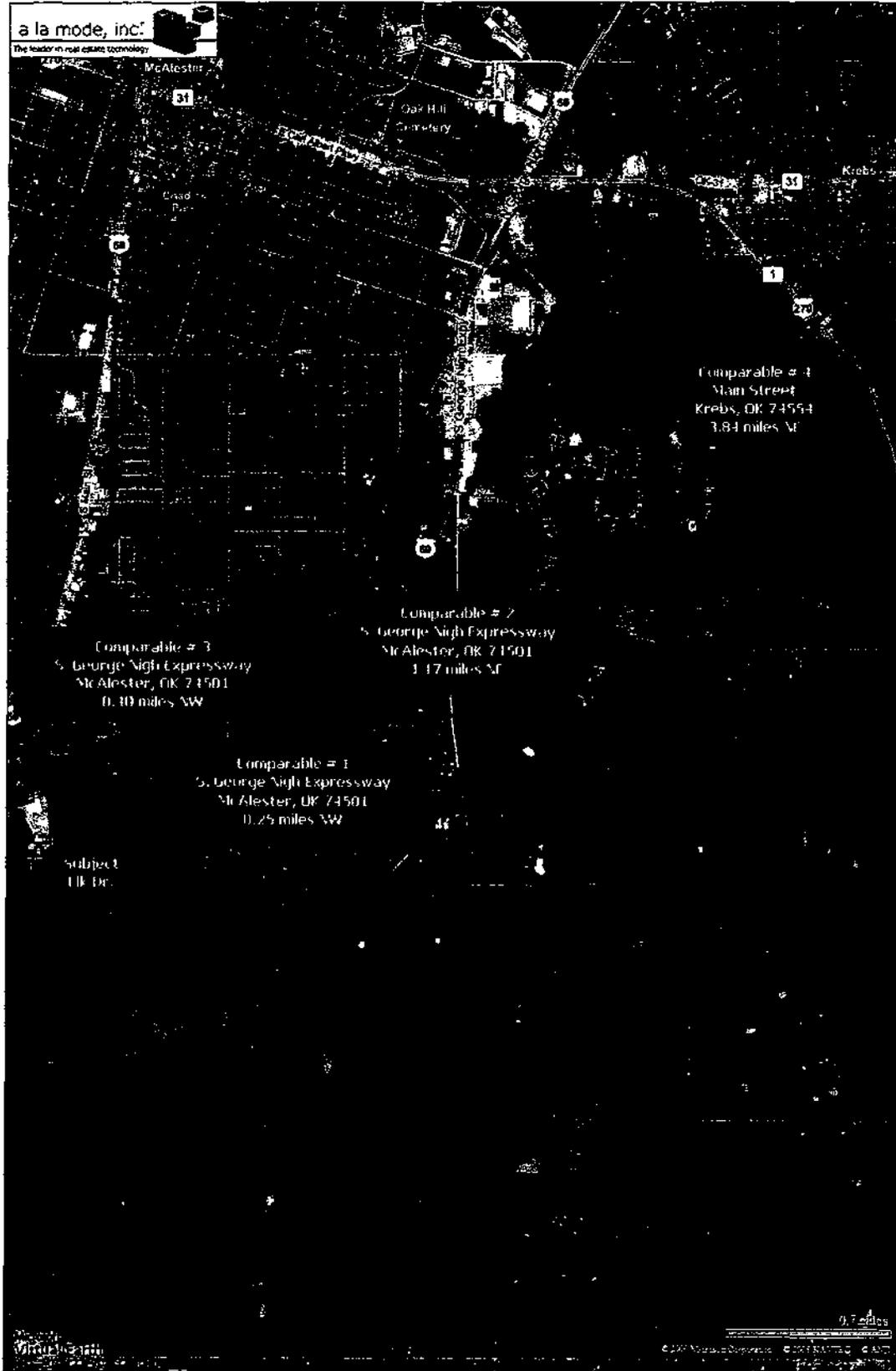
- EXISTING WATER LINES
- EXISTING SANITARY SEWER LINES

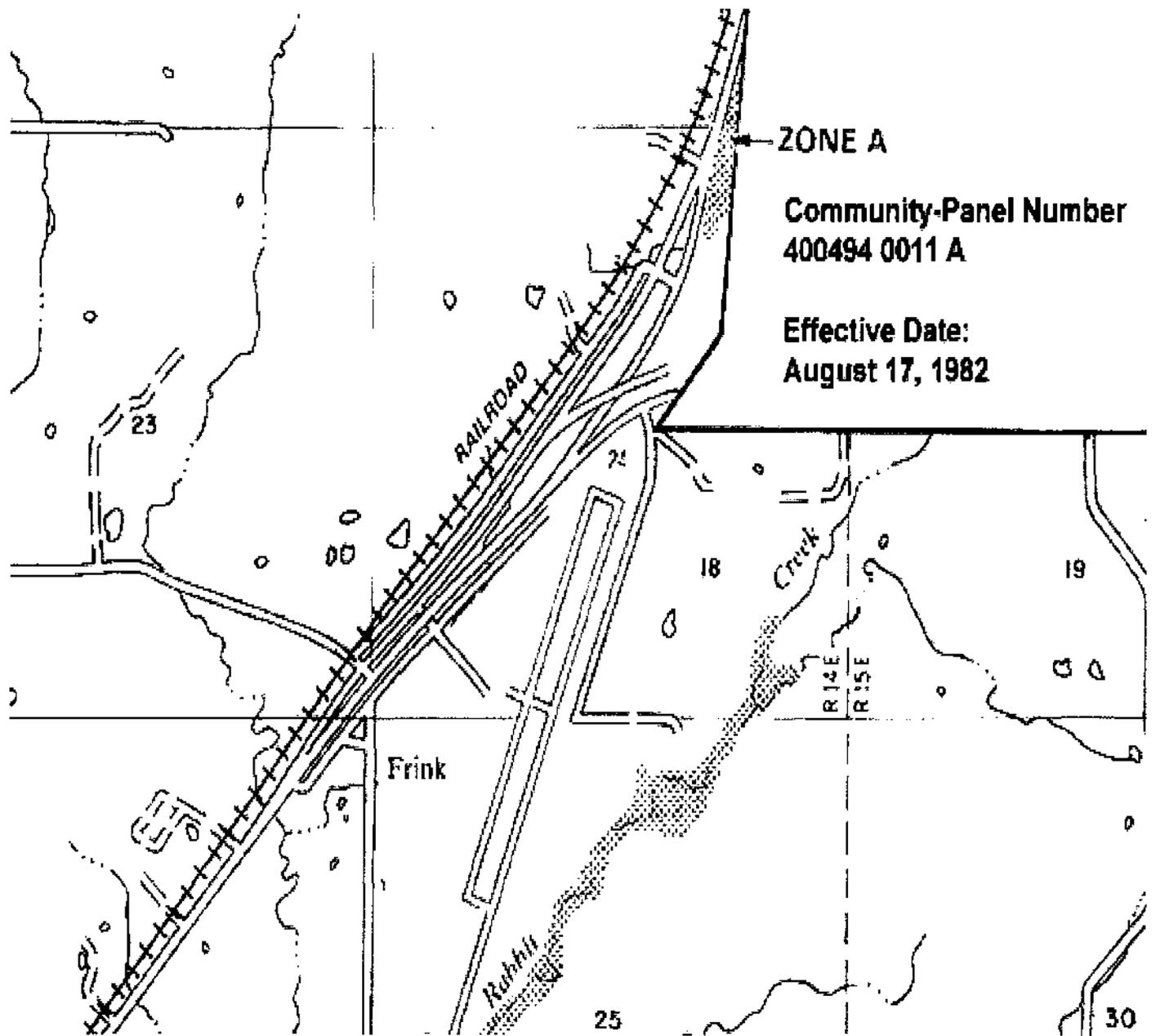


SCALE: 1" = 600'

# Location Map

Borrower/Client			
Property Address	Elk Dr.		
City	McAlester	County	State OK Zip Code 74501
Lender			





# State of Oklahoma



*Kim Holland, Insurance Commissioner*

## Oklahoma Real Estate Appraiser Board

*This is to certify that:*

# Timothy D. Barnhouse

*has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a Certified Residential Real Estate Appraiser in the State of Oklahoma.*

*In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 24th day of August A.D. 2007.*

*Kim Holland, Insurance Commissioner  
Chairperson, Oklahoma Real Estate Appraiser Board*

*Members, Oklahoma Real Estate Appraiser Board*



*Expires: 8/31/2010*

*Oklahoma Appraiser Number: 10592CRA*

State of Oklahoma



Kim Holland, Insurance Commissioner

Oklahoma Real Estate Appraiser Board

This is to certify that:

Patsy R. Hoover

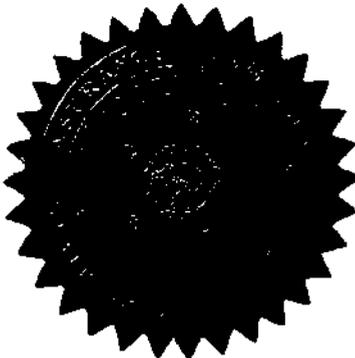
has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a Certified General Real Estate Appraiser in the State of Oklahoma.

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 18th day of September A.D. 2008.

Handwritten signature of Kim Holland

Kim Holland, Insurance Commissioner  
Chairperson, Oklahoma Real Estate Appraiser Board

Members, Oklahoma Real Estate Appraiser Board



Handwritten signature of Delli Zedler

Handwritten signature of Dana L. Barker

Handwritten signature of P. Ann Wheeler

Handwritten signature of Kim N. Allen

Handwritten signature of James W. Hoyt

Handwritten signature of D. Swain, III

Handwritten signature of [unclear]

Expires: 10/31/2011

Oklahoma Appraiser Number: 11071CGA

**Mark Roath**

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**From:** Kevin Priddle [kpriddle@thebankna.com]

**Sent:** Monday, May 04, 2009 4:34 PM

**To:** Mark Roath

**Subject:** misc

Mr. Batton called and offered \$1,425,000 which is right at \$12,000 an acre.

Would you prepare the necessary items for the council...

Mayor

# MEMORANDUM

**To:** Mark Roath, City Manager  
**From:** Pete Stasiak  
**Date:** May 31, 2009  
**RE:** Southside Industrial Park (King Ranch)

As you have requested, I am providing the questions and comments raised by the Mayor, City Council and citizens at the special council meeting held for the possible sale of the Southside Industrial Park (King's Ranch) to the Choctaw Nation for \$1,425,000.

## **Harold King:**

1. What are we selling this for?
2. What is this meeting about?
3. What are the Choctaw's going to do with the property?
4. What is the Economic Development purpose for this property?

## **Steve Harrison:**

1. Property is held for Economic Development (Charter). Is the property being sold for Economic Development?
2. How will the land be developed?
3. Does it make sense to sell the property if the city has no strategic plan?
4. Why is the property no longer a good investment?
5. What will the city use the money for?

## **Comments:**

1. Property purchased for Economic Development because it is adjacent to the airport.
2. Melburger Brawley submitted three plans to the city for development.
3. Why not ask the City Manager and the Planning & Community Development Director for input.

## **Randy Saunier:**

1. Where does the money come from for infrastructure?

## **Comments:**

1. Property is costly to develop.
2. Our streets are an emergency for repair along with our sewer and water.
3. Market the property and put back into the city.

## **Mel Stubbings:**

1. Where does the community want to go?
  - Survey what the community wants.
  - Determine the sense of direction of the community.

**Comments:**

1. In 2006 about 50 people attended a forum for developing a strategic plan.
2. Need for a strategic plan.
3. Strategic plan involves quality of life.
4. City should develop a strategic plan.

**Joyce Carlson:**

1. Who initiated this purchase?
2. When were the discussions held?

**J.T. Collier:**

**Comments:**

1. This is the transfer of valuable land.
2. Sale does not pass the smell test.
3. We need to have a procedure for projects and complete out due diligence.
4. Need to get out of the realm of politics.
5. The city is almost land locked.

**Weldon Smith:**

**Comments:**

1. Take time and do necessary planning. Use clear planning.
  - Need strategic and Economic Development plan
  - What is the best use of the property?
2. Development of the Charter was not intended for sale of large parcels of land.
3. Sale of property greater than \$50,000 held by Economic Development approved by five (5) Council members.
4. Taylor Park property sold for \$10,000 per acre.

**Mark Emmons:**

**Comments:**

1. Alarmed at the lack of available land.
2. Prime retail property, easily developed and flat.
3. Visible from Highway 69.
4. Could possibly generate sales tax year to year.
5. Only two (2) or three (3) sites for retail currently.

**Mayor Priddle:**

**Comments:**

1. Someone sent a letter requesting to buy the property.
2. Resolution on the last agenda to discuss to see if the Council wanted to move forward.
3. Choctaw sent letter requesting to buy the property for senior housing.
4. Initiated by the Choctaw, and they deserve an answer.
5. Received a call from lady wanting to know who on the Council is Choctaw.

**Councilman Garvin:**

1. Would we receive any benefit for sale of water at the Southside Industrial Park?

**Comment:**

1. Southside Industrial Park is located in rural water district five (5) and we would only receive income if we sold water to them.

**City Manager Roath:**

1. What are the communities needs?
2. What are we going to do with the proceeds?

**Comments:**

1. We have a Comprehensive Plan.
2. Sell a portion based on the Choctaw needs.
3. This is a policy decision.
4. Allow the public to raise issues and respond.

**Mayor Priddle:**

**Legal Questions**

1. Are all grounds removed from tax roles when sold? **Answer: Yes**
2. Does this cover zoning laws? **Answer: Sovereign Entity Yes**
  - City cannot enforce issues, re: zoning
  - City loses enforcement

**Councilman Mason:**

1. What is best for the City not the Choctaw?

**Comments:**

1. Developer will develop the property. **True**
2. Land was purchased for Economic Development.
3. Sell a section to the Choctaw Nation.
4. Tribal Council's change.
5. Nation has all authority on the property.

**Councilman Browne:**

1. Does the state enter into compacts with Nation?
2. Has there been disputes, and is there a forum for dispute resolution?

**Councilman Mason:**

1. Can we maintain income from sales tax after sold? **Answer: Choctaw Nation probably not interested.**

**Councilman Browne:**

**Comments:**

1. We want Economic Development and housing is a use.
2. Taylor Industrial Park needs a shell building and the land needs work.
3. Next retail growth at Hereford Lane and we could use funds for infrastructure.

**Councilman Fiedler:**

1. Asked Councilman Mason how this transaction for purchased revolved. **Answer:**  
**Not relevant at this time.**

**Mayor Priddle:**

1. What is the criteria for who would be good to sell the property to?
2. What is the number of acres available at the Taylor Industrial Park?

**Comments:**

1. Cost estimate for Southside Industrial Park entrance is \$600,000.
2. Cost estimate to develop the property is \$6,000,000.
3. We are not in the land development business.

**Councilman Garvin:**

1. Contact every City Manager in Southeast Oklahoma and ask: Has the Choctaw's hurt there retail?

**Councilman Fiedler:**

**Comment:**

1. Elks lodge in favor of selling.
2. Elks lodge has been interested in purchasing several acres in the past.

**Councilman Browne:**

**Comment:**

1. This sale would achieve Economic Development in that it would provide housing, multiplier jobs and possible retail.
2. This does what we want for Economic Development.

**Councilman Wilkinson:**

1. Can we pursue this legally without a vote of the people?

**Councilman Mason:**

**Comment:**

1. City is not in the development business.
2. Developers use their own money for projects.
3. Lose sales tax from certain development.

**Mayor Priddle:**

**Comment:**

1. Taylor Industrial Park is property tax not sales tax.

**Councilman Fiedler:**

1. Can we lease the property to the Choctaw Nation?

**Harold King:**

1. What will the Choctaw's do with the property?
2. Will they do compacts?
3. What are our options?

**Councilman Browne:**

1. If an Economic Development asset is sold, will it be used for Economic Development purposes?

**Attorney Joe Ervin:**

1. Can the property be sold? **Answer: Yes**
2. Should the property be sold? **Answer: Council Decision**

# MEMORANDUM

**To:** Mark Roath, City Manager  
**From:** Pete Stasiak  
**Date:** May 31, 2009  
**RE:** Southside Industrial Park (King Ranch)

## Options, Pros & Cons of Selling King Ranch to Choctaw Nation

### Options:

1. Sell all of the property (approximately 118 acres).
2. Sell a portion of the property for existing needs.
3. Sell none of the property.

### Pros:

1. Sale will generate \$1,425,000 for future Economic Development needs.
2. Taylor Industrial Park could benefit from sale (position the city for future job growth).
  - Clearing of land for future industrial development.
  - Construction of a shell building for future job growth.
  - Future expansion of the railroad spur.
  - Expansion of infrastructure (streets, sewer and water) inside the industrial park.
3. Utilize the funds from the sale to invest in the infrastructure (sewer and water) to prepare Hereford Lane for retail development.
4. Utilize the funds from the sale to invest in the infrastructure (streets, sewer and water) to prepare the area behind Home Depot and WalMart for retail development.

**Note:** The Oklahoma Department of Commerce stresses the need for shovel ready sites for industrial development. Sites need to be visible and have infrastructure adjacent to the property. According to figures generated by the Oklahoma Department of Commerce, 60% of all requests from companies looking to Expand or relocate their operations are looking for an existing building to lease or purchase.

### Cons:

1. City would lose control of one of the few remaining sites along Highway 69 for development.
2. If the site is developed into retail, the City could lose valuable revenue from existing establishments.
3. The school district and county would lose taxes generated from the site if sold to the Choctaw Nation.
4. City would lose input as to what could be built on the site.
5. Outdated Comprehensive (Strategic) Plan for the City of McAlester.
6. The parcel (118 acres) is more valuable broken into pieces. As each piece is developed, the remaining land becomes more valuable because of the infrastructure that is installed.

## Possible Uses of King Ranch

### Opportunities:

1. Work in conjunction with City Planners, Economic Development Personnel, Private Developers, and the Choctaw Nation Planners to design a mixed use for development.
2. Light industrial development:
  - a. Set aside a portion of the land for business manufacturing that does not emit contaminants into the air, manufactures only in an enclosed building, has a separate entrance for trucking and limited outside storage that is fenced.
3. Housing:
  - a. Transition from the light industrial area to condominiums, apartments, senior housing, townhomes, to single family homes.
4. Retail Development:
  - a. Work with the Oklahoma Department of Transportation to design an exit at the location from Highway 69.
  - b. Work with private developers to design a retail mall for the generation of sales tax revenue for the city and property tax for the county and schools.

**Note:** This has the possibility of developing a win-win for the City of McAlester and the Choctaw Nation. This would provide industrial land for the Nation for growth adjacent to the airport and their existing facilities, housing sites for seniors along with workers at the industrial area and income development from the sale of land for improvements at the Taylor Industrial Park.



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** June 9, 2009      **Item Number:** 4  
**Department:** City Manager  
**Prepared By:** Mark B. Roath      **Account Code:** \_\_\_\_\_  
**Date Prepared:** June 2, 2009      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** One

### Subject

Consider, and act upon, an Ordinance relating to the imposition of a City Excise Tax (Sales Tax) of One Percent (1%); providing that said Excise Tax shall replace a one percent (1%) Excise Tax presently being levied; providing for the use of the proceeds of said Excise Tax; providing for the effective date and stated termination date of said Excise Tax; providing for severability of provisions; and containing other provisions related thereto.

### Recommendation

Motion to approve Ordinance related to the One Percent City Excise Tax (Sales Tax).

### Discussion

Mayor Kevin E. Priddle, Council members Sam Mason and John Browne, in conjunction with Bond Counsel, City Attorney and City Manager have developed an ordinance to replace the existing legislation related to the one cent sales tax. The purpose of this proposed ordinance is to clarify the use of the excess sales tax proceeds.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	_____	_____
<b>City Manager</b>	<u>MBR</u>	<u>06/02/09</u>

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE CITY HALL, IN SAID CITY ON THE 9TH DAY OF JUNE, 2009, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Thereupon, the following Ordinance was introduced and caused to be read by the Mayor. Councilmember \_\_\_\_\_ moved passage of the Ordinance and Councilmember \_\_\_\_\_ seconded the motion. The motion carrying with it the approval of said Ordinance was approved by the following vote:

AYE:

NAY:

The Ordinance so approved is as follows:

[see next page]

ORDINANCE NO. 2325

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, RELATING TO THE IMPOSITION OF A CITY EXCISE TAX (SALES TAX) OF ONE PERCENT (1%) (IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE; PROVIDED THAT SAID EXCISE TAX SHALL REPLACE AND SUPERCEDE A ONE PERCENT (1%) EXCISE TAX PRESENTLY BEING LEVIED PURSUANT TO ORDINANCE NO. 1166 OF THE CITY, AS HERETOFORE AMENDED, AND AS MOST RECENTLY AMENDED PURSUANT TO ORDINANCE NO. 2144 OF THE CITY), SAID EXCISE TAX TO BE LEVIED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE; PROVIDING FOR THE USE OF THE PROCEEDS OF SAID EXCISE TAX; PROVIDING FOR THE EFFECTIVE DATE AND STATED TERMINATION DATE OF SAID EXCISE TAX; PROVIDING FOR SUBSISTING STATE PERMITS; PROVIDING FOR PAYMENT OF TAX; PROVIDING THAT THE TAX IS IN ADDITION TO TAXES CURRENTLY LEVIED, EXCEPT AS PROVIDED ABOVE; INCORPORATING CERTAIN PROVISIONS OF PRIOR CITY ORDINANCES; PROVIDING FOR AMENDMENTS TO THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of McAlester, Oklahoma (the "City") currently levies a three and one half percent (3 ½%) excise tax (sales tax); and

WHEREAS, of said three and one half percent (3 ½%) excise tax, two percent (2%) is levied pursuant to Ordinance No. 1166 of the City, as amended by Ordinance No. 1310 of the City (collectively, the "Two Percent Ordinance"), and the purpose of said two percent (2%) excise tax is to provide revenue for the support of the functions of the municipal government of the City of McAlester, and with the term of said two percent (2%) excise tax being unlimited in duration; and

WHEREAS, of said three and one half percent (3 ½%) excise tax, one percent (1%) is levied pursuant to various amendments to the Two Percent Ordinance, which amendments include Ordinance No. 1576, Ordinance No. 1983, Ordinance No. 2036, Ordinance No. 2037, Ordinance No. 2038, Ordinance No. 2091, Ordinance No. 2144, and Ordinance No. 2153 and 2159 (the amendments to the Two Percent Ordinance being collectively referred to as the "Prior One Percent Ordinance"); and

WHEREAS, the Prior One Percent Ordinance is not clear as to the purpose of the excise tax levied pursuant to said Ordinance, but the most recent proposition approved by the registered

qualified voters of the City provided that the proceeds of said tax would be used “for the sole purpose of paying principal of and interest on indebtedness incurred on behalf of the City of McAlester by The McAlester Public Works Authority for the refinancing of indebtedness of said City and Authority and providing capital improvements of said City”; and

WHEREAS, the excise tax levied pursuant to the Prior One Percent Ordinance terminates on the earlier of November 30, 2031 or the date the Authority’s Utility System Revenue Bonds, Series 2002 are paid; and

WHEREAS, pursuant to this Ordinance No. 2325 of the City, which will replace and supersede the Prior One Percent Ordinance in its entirety, the registered qualified voters of the City are being asked to (i) modify the purpose for which the proceeds of said excise tax can be expended after August 11, 2009 and (ii) modify the termination date from November 30, 2031 to September 30, 2031 for the collection of the excise tax levied under the Prior One Percent Ordinance, and to be levied in the future pursuant to this Ordinance No. 2325, all as more specifically set forth in this Ordinance No. 2325.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, AS FOLLOWS:

Section 1. Citations and Codification. This Ordinance shall be known and may be cited as the City of McAlester Sales Tax Ordinance of 2009, and the same shall be codified and incorporated into the Code of Ordinances of the City of McAlester, Oklahoma (the "City").

Section 2. Tax Imposed. There is hereby imposed an excise tax of one percent (1%) (in addition to any and all other excise taxes now in force; provided that said excise tax shall replace and supercede a one percent (1%) excise tax presently being levied pursuant to Ordinance No. 1166 of the City, as heretofore amended, and as most recently amended pursuant to Ordinance No. 2144 of the City); said excise tax to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code.

Section 3. Purpose of Revenues. It is hereby declared to be the purpose of this Ordinance and the excise tax levied hereunder to provide revenues to be used by the City, or any public trust having the City as beneficiary thereof, for the purpose of funding capital improvements to the water treatment facility, water distribution system, wastewater treatment facilities, wastewater collection system, and public ways and streets, of the City and any public trust having the City as beneficiary thereof and/or for the payment of debt service in connection with obligations issued to finance said capital improvements. Debt service payments in connection with (i) The McAlester Public Works Authority’s Utility System Revenue Bonds, Series 1999A, (ii) The McAlester Public Works Authority’s Utility System Revenue Bonds, Series 1999B, (iii) The McAlester Public Works Authority’s Utility System Revenue Bonds, Series 2002, and/or (iv) any obligations issued to refund said Bonds, shall be deemed to be an appropriate use for the proceeds of the excise tax levied pursuant to this Ordinance No.2325.

Section 4. Effective Date and No Stated Termination Date. The provisions of this Ordinance and the collection of the excise tax referenced herein shall become effective on and after August 11, 2009, subject to approval by a majority of the qualified electors of the City of McAlester, Oklahoma, voting on the same in the manner prescribed by law. The provisions of this Ordinance and the collection of the excise tax referenced herein shall terminate and shall cease to be levied after September 30, 2031. Any excise tax revenues levied or collected pursuant to the Prior One Percent Ordinance and not expended or obligated for expenditure as of August 11, 2009 shall be available for the purposes set forth in this Ordinance No. 2325.

Section 5. Subsisting State Permits. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to the Oklahoma Sales Tax Code are, for the purposes of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional City permit for the same purpose.

Section 6. Payment of Tax. The tax herein levied shall be paid to the Tax Collector at the time and in the manner and form prescribed for payment of the state sales tax under the State Tax Law of the State of Oklahoma.

Section 7. This Tax in Addition to Taxes Currently Levied; Administrative Procedures. The tax levied hereby is in addition to any and all other excise taxes levied or assessed by the City (except as provided in Section 2 hereof with respect to the replacement of the one percent (1%) currently being levied) pursuant to existing City Ordinances (the "Existing Ordinances"); provided, however, that those provisions, if any, of said Existing Ordinances relating to Definitions; Tax Collector Defined; Classification of Taxpayers - Permit to Do Business; Subsisting State Permits; the portion of Tax Rate - Sales Subject to Tax, pertaining to Sales Subject to Tax (not rate of Tax); The Provisions of said Existing Ordinances regarding Exemptions and Other Exempt Transfers; The Provisions of said Existing Ordinances regarding Tax Due When--Returns--Records; The portion of said Existing Ordinances regarding tax constituting debt; Vendor's Duty to Collect Tax; Returns and Remittances - Discounts; Interest and Penalties--Delinquency; Waiver of Interest and Penalties; Erroneous Payments--Claim for Refund; Fraudulent Returns; and Records Confidential shall apply to the excise tax levied and assessed by this Ordinance. For purposes of this Ordinance, references in said Existing Ordinances, to specific provisions of the Oklahoma Statutes shall be deemed to be references to said statutory provisions, as amended.

Section 8. Amendments. The people of the City of McAlester, Oklahoma, by their approval of this Ordinance at the election hereinabove provided for, hereby authorize the City by Ordinance duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness or in order to make the same consistent with the Oklahoma Sales Tax Code, as amended, except that the rate of the tax herein provided for shall not be changed without approval of the qualified electors of the City as provided by law.

Section 9. Provisions Cumulative. The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of City Ordinances.

Section 10. Severability. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

PASSED AND APPROVED this 9th day of June, 2009.

CITY OF MCALESTER, OKLAHOMA

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF PITTSBURG   )

I, the undersigned, the duly qualified and acting Clerk of the City of McAlester, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings had by the City Council of said City at a regular meeting held on the date therein set out, insofar as the same relate to the introduction, reading and adoption of Ordinance No. 2325, as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the notice given to the City Clerk of McAlester, Oklahoma, at least forty-eight (48) hours prior to said meeting, and of public notice posted at the City Hall, 1<sup>st</sup> and Washington, in McAlester, Oklahoma, at least twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

WITNESS my hand and the seal of said City this \_\_\_\_ day of June, 2009.

(SEAL)

\_\_\_\_\_  
City Clerk



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2009 Item Number: 5  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: June 2, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, a Resolution calling for an election regarding a One Percent (1%) Excise Tax (Sales Tax); providing that said Excise Tax shall replace a One Percent (1%) Excise Tax presently being levied; and containing other provisions relating thereto.

### Recommendation

Motion to approve Resolution calling for an election to consider Ordinance No. 2325.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") MET IN REGUALR SESSION IN THE CITY HALL, IN SAID CITY ON THE 9TH DAY OF JUNE, 2009, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Thereupon, the following resolution was introduced and caused to be read by the Mayor. Councilmember \_\_\_\_\_ moved passage of the Resolution and Councilmember \_\_\_\_\_ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF MCALESTER, STATE OF OKLAHOMA, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF ORDINANCE NO.2325 RELATING TO A ONE PERCENT (1%) EXCISE TAX (SALES TAX), IN ADDITION TO ALL PRESENT CITY, COUNTY, AND STATE EXCISE TAXES; PROVIDED THAT SAID EXCISE TAX SHALL REPLACE AND SUPERSEDE A ONE PERCENT (1%) EXCISE TAX PRESENTLY BEING LEVIED BY THE CITY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City of McAlester, Oklahoma (the "City") currently levies a three and one half percent (3 ½%) excise tax (sales tax); and

WHEREAS, of said three and one half percent (3 ½%) excise tax, two percent (2%) is levied pursuant to Ordinance No. 1166 of the City, as amended by Ordinance No. 1310 of the City (collectively, the "Two Percent Ordinance"), and the purpose of said two percent (2%) excise tax is to provide revenue for the support of the functions of the municipal government of the City of McAlester, and with the term of said two percent (2%) excise tax being unlimited in duration; and

WHEREAS, of said three and one half percent (3 ½%) excise tax, one percent (1%) is levied pursuant to various amendments to the Two Percent Ordinance, which amendments include Ordinance No. 1576, Ordinance No. 1983, Ordinance No. 2036, Ordinance No. 2037, Ordinance No. 2038, Ordinance No. 2091, Ordinance No. 2144, and Ordinance No. 2153 and 2159 (the amendments to the Two Percent Ordinance being collectively referred to as the “Prior One Percent Ordinance”); and

WHEREAS, the Prior One Percent Ordinance is not clear as to the purpose of the excise tax levied pursuant to said Ordinance, but the most recent proposition approved by the registered qualified voters of the City provided that the proceeds of said tax would be used “for the sole purpose of paying principal of and interest on indebtedness incurred on behalf of the City of McAlester by The McAlester Public Works Authority for the refinancing of indebtedness of said City and Authority and providing capital improvements of said City”; and

WHEREAS, the excise tax levied pursuant to the Prior One Percent Ordinance terminates on the earlier of November 30, 2031 or the date the Authority’s Utility System Revenue Bonds, Series 2002 are paid; and

WHEREAS, pursuant to Ordinance No. 2325 of the City, which will replace and supersede the Prior One Percent Ordinance in its entirety, the registered qualified voters of the City are being asked to (i) modify the purpose for which the proceeds of said excise tax can be expended after August 11, 2009 and (ii) extend the termination date to March 31, 2034 for the collection of the excise tax levied under the Prior One Percent Ordinance, and to be levied in the future pursuant to Ordinance No. 2325, all as more specifically set forth in Ordinance No. 2325.

WHEREAS, the City Council has determined to call a special election on August 11, 2009 for the purpose of submitting the hereinafter referenced proposition to the registered qualified voters of the City.

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

SECTION 1. That the Mayor of the City be, and he is hereby authorized and directed to call a special election to be held in said City on the 11<sup>th</sup> day of August, 2009, for the purpose of submitting to the registered, qualified voters thereof the following proposition:

PROPOSITION

"SHALL THE CITY OF MCALESTER, STATE OF OKLAHOMA (THE "CITY") BE AUTHORIZED TO LEVY AND ASSESS A CITY EXCISE TAX (SALES TAX) OF ONE PERCENT (1%), IN ADDITION TO ALL OTHER CITY, COUNTY AND STATE EXCISE TAXES PRESENTLY BEING LEVIED OR ASSESSED, UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE, PROVIDED THAT SAID ONE PERCENT (1%) EXCISE TAX SHALL REPLACE AND SUPERCEDE THE ONE PERCENT (1%) EXCISE TAX CURRENTLY BEING LEVIED PURSUANT TO ORDINANCE NO. 1166 OF THE CITY, AS HERETOFORE AMENDED, AND AS MOST RECENTLY AMENDED PURSUANT TO ORDINANCE NO. 2144 OF THE CITY, WITH SAID EXCISE TAX BEING REFERRED TO HEREIN AS THE "REPLACEMENT TAX", AND WITH THE TERMS OF SAID REPLACEMENT TAX ALL BEING SET OUT IN ORDINANCE NO. 2325 OF THE CITY OF MCALESTER, STATE OF OKLAHOMA; PROVIDING THAT THE PURPOSE OF SUCH ONE PERCENT (1%) EXCISE TAX SHALL BE TO PROVIDE REVENUES FOR CAPITAL IMPROVEMENTS AND DEBT SERVICE IN CONNECTION WITH OBLIGATIONS ISSUED TO FINANCE SAID CAPITAL IMPROVEMENTS; AND MODIFYING THE TERMINATION FOR THE COLLECTION OF SAID EXCISE TAX FROM NOVEMBER 30, 2031 TO SEPTEMBER 30, 2031? "

/\_\_\_\_\_/

YES - FOR THE ABOVE PROPOSITION

/\_\_\_\_\_/

NO - AGAINST THE ABOVE PROPOSITION

SECTION 2. That such call for said election shall be by proclamation, signed by the Mayor of the City and attested by the City Clerk, setting forth the proposition to be voted upon and the hours of opening and closing of the polls. That the ballots shall set forth the proposition to be voted upon substantially as set out in Section 1 hereof, and that the returns of said election shall be made to and canvassed by the Pittsburg County Election Board.

PASSED AND APPROVED this 9<sup>th</sup> day of June, 2009.

By: \_\_\_\_\_  
Name: Kevin Priddle  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Cora Middleton  
Title: City Clerk

(SEAL)

STATE OF OKLAHOMA    )  
                                  )SS  
COUNTY OF PITTSBURG )

I, the undersigned, the duly qualified and acting Clerk of the City of McAlester, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings had by the City Council of said City at a regular meeting held on the date therein set out, insofar as the same relate to the introduction, reading and adoption of a Resolution as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the notice given to the City Clerk of McAlester, Oklahoma, at least forty-eight (48) hours prior to said meeting, and of public notice posted at the City Hall, 1<sup>st</sup> and Washington, in McAlester, Oklahoma, at least twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

WITNESS my hand and the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Clerk

(SEAL)



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** June 9, 2009      **Item Number:** 6  
**Department:** City Manager  
**Prepared By:** Mark B. Roath      **Account Code:** \_\_\_\_\_  
**Date Prepared:** June 2, 2009      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** One

### Subject

Consider, and act upon, a Resolution calling for an election regarding submitting to the registered qualified electors the question of approval or rejection of the creation of indebtedness by the McAlester Public Works Authority, Oklahoma as the beneficiary thereof; and containing other provisions relating thereto.

### Recommendation

Motion to approve a Resolution calling for an election to permit the McAlester Public Works Authority to exceed the indebtedness limitation set forth in Section 511 (c) of the City Charter.

### Discussion

Mayor Kevin E. Priddle, Council members Sam Mason and John Browne, in conjunction with Bond Counsel, City Attorney and City Manager have developed a resolution to seek voter approval to exceed the debt limitation set forth in the City Charter. The purpose behind this resolution is to allow the City to seek Federal stimulus funds for water and wastewater improvements.

### Approved By

*Initial*

*Date*

**Department Head**

MBR

06/02/09

**City Manager**

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE CITY HALL, IN SAID CITY ON THE 9TH DAY OF JUNE, 2009, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the Mayor. Councilmember \_\_\_\_\_ moved passage of the Resolution and Councilmember \_\_\_\_\_ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF MCALESTER, STATE OF OKLAHOMA, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF THE CREATION OF INDEBTEDNESS BY THE MCALESTER PUBLIC WORKS AUTHORITY OR ANOTHER PUBLIC TRUST HAVING THE CITY OF MCALESTER, OKLAHOMA AS THE BENEFICIARY THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City Charter (the "Charter") of the City of McAlester, Oklahoma (the "City") provides in Section 511(c) that "Any resolution or ordinance adopted by the council permitting or approving the creation of any indebtedness or obligation by a municipal beneficiary trust in excess of \$500,000 must be approved by a majority of the qualified electors of the City of McAlester; provided that for purposes of this provision, the terms "indebtedness or obligation" shall include the aggregate rental required to be paid for the entire term of a lease."; and

WHEREAS, the Declaration of Trust dated as of May 8, 1973 (the "Declaration of Trust") creating The McAlester Public Works Authority (the "Authority") provides in Article VII(b) that

certain debt limitations set forth in said Declaration of Trust “shall not be applicable to any indebtedness the subject of a question which shall have been submitted to all of the qualified electors of the Beneficiary Municipality, at an election held for that purpose, and same shall have been approved by a majority of said electors voting on such question at said election.”; and

WHEREAS, Article VII(b) of the Declaration of Trust provides for the preparation of a ballot setting forth the amount of indebtedness or obligation proposed to be incurred, the property and/or revenues proposed to be mortgaged and/or pledged as security therefore, and the purpose or purposes for which such indebtedness or obligation is proposed to be incurred; and

WHEREAS, the City Council has determined that it would be beneficial to the City for the Authority or another public trust having the City as the beneficiary thereof, to incur indebtedness in the original principal amount of not to exceed \$ 5,661,800.00, said debt to be secured by a lien and/or mortgage on the water, sanitary sewer, and solid waste disposal facilities serving the City and the revenues therefrom, and a year to year pledge of sales tax revenue, and with \$ 3,866,800.00 of the proceeds of said debt to be utilized to fund water improvements, and with \$ 1,775,000.00 of the proceeds of said debt to be utilized to fund wastewater improvements, as well as to fund a reasonably required debt service reserve fund (if required by the purchaser of said debt), and to fund certain costs associated with the issuance of said debt; and

WHEREAS, the City Council has determined to call a special election on August 11, 2009 for the purpose of submitting the hereinafter referenced proposition to the registered qualified voters of the City.

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

SECTION 1. That the Mayor of the City be, and he is hereby authorized and directed to call a special election to be held in said City on the 11<sup>th</sup> day of August, 2009, for the purpose of submitting to the registered, qualified voters thereof the following proposition:

PROPOSITION

"SHALL THE CITY OF MCALESTER, STATE OF OKLAHOMA (THE "CITY") BE AUTHORIZED TO APPROVE AND SHALL THE MCALESTER PUBLIC WORKS AUTHORITY OR ANOTHER PUBLIC TRUST HAVING THE CITY AS BENEFICIARY THEREOF BE AUTHORIZED TO INCUR INDEBTEDNESS IN THE ORIGINAL PRINCIPAL AMOUNT OF NOT TO EXCEED \$ 5,661,800.00, WITH SAID INDEBTEDNESS TO BE SECURED BY A LIEN AND/OR MORTGAGE ON THE WATER, SANITARY SEWER, AND SOLID WASTE DISPOSAL FACILITIES SERVING THE CITY, TOGETHER WITH THE REVENUES THEREFROM, AS WELL AS A YEAR TO YEAR PLEDGE OF CERTAIN SALES TAX REVENUE OF THE CITY AND WITH THE PROCEEDS OF SAID INDEBTEDNESS TO BE UTILIZED TO FUND WATER IMPROVEMENTS AND WASTEWATER IMPROVEMENTS AS WELL AS TO FUND A REASONABLY REQUIRED DEBT SERVICE RESERVE FUND (IF REQUIRED BY THE PURCHASER OF SAID DEBT), AND TO FUND CERTAIN COSTS ASSOCIATED WITH THE ISSUANCE OF SAID DEBT?"

/\_\_\_\_\_/

YES - FOR THE ABOVE PROPOSITION

/\_\_\_\_\_/

NO - AGAINST THE ABOVE PROPOSITION

SECTION 2. That such call for said election shall be by proclamation, signed by the Mayor of the City and attested by the City Clerk, setting forth the proposition to be voted upon and the hours of opening and closing of the polls. That the ballots shall set forth the proposition to be voted upon substantially as set out in Section 1 hereof, and that the returns of said election shall be made to and canvassed by the Pittsburg County Election Board.

PASSED AND APPROVED this 9th day of June, 2009.

By: \_\_\_\_\_  
Name: Kevin Priddle  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Cora Middleton  
Title: City Clerk

(SEAL)

STATE OF OKLAHOMA    )  
                                  )SS  
COUNTY OF PITTSBURG    )

I, the undersigned, the duly qualified and acting Clerk of the City of McAlester, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings had by the City Council of said City at a regular meeting held on the date therein set out, insofar as the same relate to the introduction, reading and adoption of a Resolution as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the notice given to the City Clerk of McAlester, Oklahoma, at least forty-eight (48) hours prior to said meeting, and of public notice posted at the City Hall, 1<sup>st</sup> and Washington, in McAlester, Oklahoma, at least twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

WITNESS my hand and the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Clerk

(SEAL)



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2009 Item Number: 7  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: June 2, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: Two

### Subject

Consider, and act upon, a Resolution amending the City's Non-Uniform Pay Plan and/or other benefits.

### Recommendation

Motion to approve a Resolution amending the City Non-Uniform Pay Plan and/or other benefits.

### Discussion

Council members Donnie Condit and John Browne are seeking Council consideration for a non-uniform pay raise. (See attached). (Note: The City has 142 non-uniform employees, excluding the City Manager.)

#### Options:

1. 4% increase retroactive to July 1, 2008 for all non-uniform employees;
2. 4% increase effective July 1, 2009;

Note: In lieu of a retroactive pay plan increase, the City Council might consider a 4% increase effective July 1, 2009 with an additional one-time bonus of \$300 to \$500 per non-uniform employee.

Attached is a Resolution that includes the above options, which would need to be amended depending on the option selected.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>

**Mark Roath**

---

**From:** Donald Condit [doncondit@mcalester.k12.ok.us]

**Sent:** Friday, May 22, 2009 2:10 PM

**To:** Mark Roath

**Subject:** Pay raise for nonuniformed

Mark,

John Browne and I would like something on the agenda for the June 9<sup>th</sup> meeting concerning the raise for the non-uniformed employees. We would like to vote on it that night so that the non-uniformed can get their raises ASAP. Let me know what you would prefer we do. Thanks- Donnie Condit

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AMENDING THE OFFICIAL PAY PLAN FOR THE NON-UNIFORM EMPLOYEES OF THE CITY OF McALESTER, OKLAHOMA

WHEREAS, the City Council of the City of McAlester, Oklahoma adopted the official pay plan for non-uniform employees of the City, and;

WHEREAS, amendments made to such plan must receive approval of the City Council;

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

SECTION 1. That the non-uniform pay plan shall be amended to reflect a 4% salary increase to existing ranges and steps (retroactive to \_\_\_\_\_ or effective \_\_\_\_\_), a copy of the amended pay plan is attached and made a part hereof by reference;

SECTION 2. To the extent of any conflict with this resolution, all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND APPROVED this 9<sup>th</sup> day of June, 2009.

By: \_\_\_\_\_  
Kevin E. Priddle, Mayor

ATTEST:

By: \_\_\_\_\_  
Cora Middleton, City Clerk

(SEAL)

Pay Plan:» Unified-New

104 % of Marke

Grade

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
101	12,380	12,603	12,830	13,062	13,297	13,537	13,781	14,029	14,282	14,540	14,802	15,069	15,340	15,617	15,898	16,185	16,477	16,774	17,076	17,384
102	12,999	13,233	13,472	13,715	13,962	14,214	14,470	14,731	14,996	15,267	15,542	15,822	16,107	16,398	16,693	16,994	17,301	17,612	17,930	18,253
103	13,649	13,895	14,145	14,400	14,660	14,924	15,193	15,467	15,746	16,030	16,319	16,613	16,913	17,217	17,528	17,844	18,166	18,493	18,826	19,166
104	14,331	14,590	14,853	15,120	15,393	15,671	15,953	16,241	16,533	16,831	17,135	17,444	17,758	18,078	18,404	18,736	19,074	19,418	19,768	20,124
105	15,048	15,319	15,595	15,876	16,163	16,454	16,751	17,053	17,360	17,673	17,992	18,316	18,646	18,982	19,324	19,673	20,028	20,389	20,756	21,131
106	15,800	16,085	16,375	16,670	16,971	17,277	17,588	17,905	18,228	18,557	18,891	19,232	19,578	19,931	20,291	20,656	21,029	21,408	21,794	22,187
107	16,590	16,889	17,194	17,504	17,819	18,141	18,468	18,801	19,139	19,485	19,836	20,193	20,557	20,928	21,305	21,689	22,080	22,478	22,884	23,297
108	17,420	17,734	18,054	18,379	18,710	19,048	19,391	19,741	20,096	20,459	20,828	21,203	21,585	21,974	22,371	22,774	23,184	23,602	24,028	24,461
109	18,291	18,621	18,956	19,298	19,646	20,000	20,361	20,728	21,101	21,482	21,869	22,263	22,665	23,073	23,489	23,912	24,344	24,782	25,229	25,684
110	19,205	19,552	19,904	20,263	20,628	21,000	21,379	21,764	22,156	22,556	22,962	23,376	23,798	24,227	24,663	25,108	25,561	26,022	26,491	26,969
111	20,166	20,529	20,899	21,276	21,660	22,050	22,448	22,852	23,264	23,684	24,110	24,545	24,988	25,438	25,897	26,364	26,839	27,323	27,815	28,317
112	21,174	21,556	21,944	22,340	22,743	23,153	23,570	23,995	24,427	24,868	25,316	25,772	26,237	26,710	27,191	27,682	28,181	28,689	29,206	29,733
113	22,233	22,633	23,041	23,457	23,880	24,310	24,748	25,195	25,649	26,111	26,582	27,061	27,549	28,045	28,551	29,066	29,590	30,123	30,666	31,220
114	23,344	23,765	24,193	24,630	25,074	25,526	25,986	26,454	26,931	27,417	27,911	28,414	28,926	29,448	29,979	30,519	31,069	31,629	32,200	32,781
115	24,511	24,953	25,403	25,861	26,327	26,802	27,285	27,777	28,278	28,787	29,306	29,835	30,373	30,920	31,478	32,045	32,623	33,211	33,809	34,420
116	25,737	26,201	26,673	27,154	27,644	28,142	28,649	29,166	29,692	30,227	30,772	31,327	31,891	32,466	33,051	33,647	34,254	34,871	35,500	36,141
117	27,024	27,511	28,007	28,512	29,026	29,549	30,082	30,624	31,176	31,738	32,310	32,893	33,486	34,089	34,704	35,330	35,967	36,615	37,275	37,948
118	28,375	28,887	29,407	29,937	30,477	31,027	31,586	32,155	32,735	33,325	33,926	34,537	35,160	35,794	36,439	37,096	37,765	38,446	39,139	39,845
119	29,794	30,331	30,878	31,434	32,001	32,578	33,165	33,763	34,372	34,991	35,622	36,264	36,918	37,584	38,261	38,951	39,653	40,368	41,096	41,837
120	31,284	31,847	32,422	33,006	33,601	34,207	34,823	35,451	36,090	36,741	37,403	38,078	38,764	39,463	40,174	40,898	41,636	42,386	43,150	43,929
121	32,848	33,440	34,043	34,656	35,281	35,917	36,565	37,224	37,895	38,578	39,273	39,981	40,702	41,436	42,183	42,943	43,718	44,506	45,308	46,126
122	34,490	35,112	35,745	36,389	37,045	37,713	38,393	39,085	39,790	40,507	41,237	41,981	42,737	43,508	44,292	45,091	45,903	46,731	47,573	48,432
123	36,215	36,867	37,532	38,209	38,897	39,599	40,313	41,039	41,779	42,532	43,299	44,080	44,874	45,683	46,507	47,345	48,199	49,067	49,952	50,853
124	38,025	38,711	39,409	40,119	40,842	41,579	42,328	43,091	43,868	44,659	45,464	46,284	47,118	47,967	48,832	49,712	50,608	51,521	52,450	53,396
125	39,927	40,646	41,379	42,125	42,884	43,658	44,445	45,246	46,061	46,892	47,737	48,598	49,474	50,366	51,274	52,198	53,139	54,097	55,072	56,066
126	41,923	42,679	43,448	44,231	45,029	45,840	46,667	47,508	48,364	49,236	50,124	51,028	51,947	52,884	53,837	54,808	55,796	56,802	57,826	58,869
127	44,019	44,813	45,620	46,443	47,280	48,132	49,000	49,883	50,783	51,698	52,630	53,579	54,545	55,528	56,529	57,548	58,586	59,642	60,717	61,813
128	46,220	47,053	47,901	48,765	49,644	50,539	51,450	52,378	53,322	54,283	55,262	56,258	57,272	58,305	59,356	60,426	61,515	62,624	63,753	64,903
129	48,531	49,406	50,297	51,203	52,126	53,066	54,023	54,997	55,988	56,997	58,025	59,071	60,136	61,220	62,323	63,447	64,591	65,755	66,940	68,148
130	50,958	51,876	52,811	53,763	54,733	55,719	56,724	57,746	58,787	59,847	60,926	62,024	63,142	64,281	65,440	66,619	67,820	69,043	70,287	71,556
131	53,505	54,470	55,452	56,452	57,469	58,505	59,560	60,634	61,727	62,839	63,972	65,126	66,300	67,495	68,712	69,950	71,211	72,495	73,802	75,134
132	56,181	57,193	58,225	59,274	60,343	61,431	62,538	63,665	64,813	65,981	67,171	68,382	69,615	70,870	72,147	73,448	74,772	76,120	77,492	78,890
133	58,990	60,053	61,136	62,238	63,360	64,502	65,665	66,849	68,054	69,281	70,529	71,801	73,095	74,413	75,754	77,120	78,510	79,926	81,367	82,835
134	61,939	63,056	64,193	65,350	66,528	67,727	68,948	70,191	71,456	72,745	74,056	75,391	76,750	78,134	79,542	80,976	82,436	83,922	85,435	86,977
135	65,036	66,209	67,402	68,617	69,854	71,114	72,395	73,701	75,029	76,382	77,759	79,161	80,588	82,040	83,519	85,025	86,558	88,118	89,707	91,325
136	68,288	69,519	70,772	72,048	73,347	74,669	76,015	77,386	78,781	80,201	81,647	83,119	84,617	86,142	87,695	89,276	90,886	92,524	94,192	95,892
137	71,702	72,995	74,311	75,651	77,014	78,403	79,816	81,255	82,720	84,211	85,729	87,274	88,848	90,449	92,080	93,740	95,430	97,150	98,902	100,686
138	75,288	76,645	78,026	79,433	80,865	82,323	83,807	85,318	86,856	88,421	90,015	91,638	93,290	94,972	96,684	98,427	100,201	102,008	103,847	105,721
139	79,052	80,477	81,928	83,405	84,908	86,439	87,997	89,584	91,198	92,843	94,516	96,220	97,955	99,721	101,518	103,348	105,211	107,108	109,039	111,007
140	83,004	84,501	86,024	87,575	89,154	90,761	92,397	94,063	95,758	97,485	99,242	101,031	102,852	104,707	106,594	108,516	110,472	112,464	114,491	116,557
141	87,155	88,726	90,325	91,954	93,611	95,299	97,017	98,766	100,546	102,359	104,204	106,083	107,995	109,942	111,924	113,942	115,996	118,087	120,215	122,385
142	91,512	93,162	94,842	96,551	98,292	100,064	101,868	103,704	105,574	107,477	109,414	111,387	113,395	115,439	117,520	119,639	121,795	123,991	126,226	128,504
143	96,088	97,820	99,584	101,379	103,207	105,067	106,961	108,889	110,852	112,851	114,885	116,956	119,065	121,211	123,396	125,621	127,885	130,191	132,538	134,929
144	100,892	102,711	104,563	106,448	108,367	110,320	112,309	114,334	116,395	118,493	120,629	122,804	125,018	127,271	129,566	131,902	134,279	136,700	139,164	141,676

**DRAFT**

# City of McAlester, Oklahoma

## Pay Plan:» Unified-New

104 % of Market  
2080 Annual Hours

Grade

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
<b>101</b>	5.95	6.06	6.17	6.28	6.39	6.51	6.63	6.74	6.87	6.99	7.12	7.24	7.38	7.51	7.64	7.78	7.92	8.06	8.21	8.36
<b>102</b>	6.25	6.36	6.48	6.59	6.71	6.83	6.96	7.08	7.21	7.34	7.47	7.61	7.74	7.88	8.03	8.17	8.32	8.47	8.62	8.78
<b>103</b>	6.56	6.68	6.80	6.92	7.05	7.18	7.30	7.44	7.57	7.71	7.85	7.99	8.13	8.28	8.43	8.58	8.73	8.89	9.05	9.21
<b>104</b>	6.89	7.01	7.14	7.27	7.40	7.53	7.67	7.81	7.95	8.09	8.24	8.39	8.54	8.69	8.85	9.01	9.17	9.34	9.50	9.68
<b>105</b>	7.23	7.36	7.50	7.63	7.77	7.91	8.05	8.20	8.35	8.50	8.65	8.81	8.96	9.13	9.29	9.46	9.63	9.80	9.98	10.16
<b>106</b>	7.60	7.73	7.87	8.01	8.16	8.31	8.46	8.61	8.76	8.92	9.08	9.25	9.41	9.58	9.76	9.93	10.11	10.29	10.48	10.67
<b>107</b>	7.98	8.12	8.27	8.42	8.57	8.72	8.88	9.04	9.20	9.37	9.54	9.71	9.88	10.06	10.24	10.43	10.62	10.81	11.00	11.20
<b>108</b>	8.37	8.53	8.68	8.84	9.00	9.16	9.32	9.49	9.66	9.84	10.01	10.19	10.38	10.56	10.76	10.95	11.15	11.35	11.55	11.76
<b>109</b>	8.79	8.95	9.11	9.28	9.45	9.62	9.79	9.97	10.14	10.33	10.51	10.70	10.90	11.09	11.29	11.50	11.70	11.91	12.13	12.35
<b>110</b>	9.23	9.40	9.57	9.74	9.92	10.10	10.28	10.46	10.65	10.84	11.04	11.24	11.44	11.65	11.86	12.07	12.29	12.51	12.74	12.97
<b>111</b>	9.70	9.87	10.05	10.23	10.41	10.60	10.79	10.99	11.18	11.39	11.59	11.80	12.01	12.23	12.45	12.67	12.90	13.14	13.37	13.61
<b>112</b>	10.18	10.36	10.55	10.74	10.93	11.13	11.33	11.54	11.74	11.96	12.17	12.39	12.61	12.84	13.07	13.31	13.55	13.79	14.04	14.29
<b>113</b>	10.69	10.88	11.08	11.28	11.48	11.69	11.90	12.11	12.33	12.55	12.78	13.01	13.24	13.48	13.73	13.97	14.23	14.48	14.74	15.01
<b>114</b>	11.22	11.43	11.63	11.84	12.05	12.27	12.49	12.72	12.95	13.18	13.42	13.66	13.91	14.16	14.41	14.67	14.94	15.21	15.48	15.76
<b>115</b>	11.78	12.00	12.21	12.43	12.66	12.89	13.12	13.35	13.60	13.84	14.09	14.34	14.60	14.87	15.13	15.41	15.68	15.97	16.25	16.55
<b>116</b>	12.37	12.60	12.82	13.05	13.29	13.53	13.77	14.02	14.27	14.53	14.79	15.06	15.33	15.61	15.89	16.18	16.47	16.77	17.07	17.38
<b>117</b>	12.99	13.23	13.46	13.71	13.95	14.21	14.46	14.72	14.99	15.26	15.53	15.81	16.10	16.39	16.68	16.99	17.29	17.60	17.92	18.24
<b>118</b>	13.64	13.89	14.14	14.39	14.65	14.92	15.19	15.46	15.74	16.02	16.31	16.60	16.90	17.21	17.52	17.83	18.16	18.48	18.82	19.16
<b>119</b>	14.32	14.58	14.85	15.11	15.39	15.66	15.94	16.23	16.52	16.82	17.13	17.43	17.75	18.07	18.39	18.73	19.06	19.41	19.76	20.11
<b>120</b>	15.04	15.31	15.59	15.87	16.15	16.45	16.74	17.04	17.35	17.66	17.98	18.31	18.64	18.97	19.31	19.66	20.02	20.38	20.75	21.12
<b>121</b>	15.79	16.08	16.37	16.66	16.96	17.27	17.58	17.90	18.22	18.55	18.88	19.22	19.57	19.92	20.28	20.65	21.02	21.40	21.78	22.18
<b>122</b>	16.58	16.88	17.19	17.49	17.81	18.13	18.46	18.79	19.13	19.47	19.83	20.18	20.55	20.92	21.29	21.68	22.07	22.47	22.87	23.28
<b>123</b>	17.41	17.72	18.04	18.37	18.70	19.04	19.38	19.73	20.09	20.45	20.82	21.19	21.57	21.96	22.36	22.76	23.17	23.59	24.02	24.45
<b>124</b>	18.28	18.61	18.95	19.29	19.64	19.99	20.35	20.72	21.09	21.47	21.86	22.25	22.65	23.06	23.48	23.90	24.33	24.77	25.22	25.67
<b>125</b>	19.20	19.54	19.89	20.25	20.62	20.99	21.37	21.75	22.14	22.54	22.95	23.36	23.79	24.21	24.65	25.10	25.55	26.01	26.48	26.95
<b>126</b>	20.16	20.52	20.89	21.27	21.65	22.04	22.44	22.84	23.25	23.67	24.10	24.53	24.97	25.42	25.88	26.35	26.82	27.31	27.80	28.30
<b>127</b>	21.16	21.54	21.93	22.33	22.73	23.14	23.56	23.98	24.41	24.85	25.30	25.76	26.22	26.70	27.18	27.67	28.17	28.67	29.19	29.72
<b>128</b>	22.22	22.62	23.03	23.44	23.87	24.30	24.74	25.18	25.64	26.10	26.57	27.05	27.53	28.03	28.54	29.05	29.57	30.11	30.65	31.20
<b>129</b>	23.33	23.75	24.18	24.62	25.06	25.51	25.97	26.44	26.92	27.40	27.90	28.40	28.91	29.43	29.96	30.50	31.05	31.61	32.18	32.76
<b>130</b>	24.50	24.94	25.39	25.85	26.31	26.79	27.27	27.76	28.26	28.77	29.29	29.82	30.36	30.90	31.46	32.03	32.61	33.19	33.79	34.40
<b>131</b>	25.72	26.19	26.66	27.14	27.63	28.13	28.63	29.15	29.68	30.21	30.76	31.31	31.87	32.45	33.03	33.63	34.24	34.85	35.48	36.12
<b>132</b>	27.01	27.50	27.99	28.50	29.01	29.53	30.07	30.61	31.16	31.72	32.29	32.88	33.47	34.07	34.69	35.31	35.95	36.60	37.26	37.93
<b>133</b>	28.36	28.87	29.39	29.92	30.46	31.01	31.57	32.14	32.72	33.31	33.91	34.52	35.14	35.78	36.42	37.08	37.75	38.43	39.12	39.82
<b>134</b>	29.78	30.32	30.86	31.42	31.98	32.56	33.15	33.75	34.35	34.97	35.60	36.25	36.90	37.56	38.24	38.93	39.63	40.35	41.07	41.82
<b>135</b>	31.27	31.83	32.40	32.99	33.58	34.19	34.81	35.43	36.07	36.72	37.38	38.06	38.74	39.44	40.15	40.88	41.61	42.36	43.13	43.91
<b>136</b>	32.83	33.42	34.03	34.64	35.26	35.90	36.55	37.20	37.88	38.56	39.25	39.96	40.68	41.41	42.16	42.92	43.69	44.48	45.28	46.10
<b>137</b>	34.47	35.09	35.73	36.37	37.03	37.69	38.37	39.06	39.77	40.49	41.22	41.96	42.72	43.49	44.27	45.07	45.88	46.71	47.55	48.41
<b>138</b>	36.20	36.85	37.51	38.19	38.88	39.58	40.29	41.02	41.76	42.51	43.28	44.06	44.85	45.66	46.48	47.32	48.17	49.04	49.93	50.83
<b>139</b>	38.01	38.69	39.39	40.10	40.82	41.56	42.31	43.07	43.85	44.64	45.44	46.26	47.09	47.94	48.81	49.69	50.58	51.49	52.42	53.37

**DRAFT**

Friday, May 01, 2009

10:29:24 AM

**DRAFT**

**City of McAlester, Oklahoma**

**Pay Plan:» Unified-New**

104 % of Market  
2080 Annual Hours

Grade

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 1 4	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
<b>140</b>	39.91	40.63	41.36	42.10	42.86	43.64	44.42	45.22	46.04	46.87	47.71	48.57	49.45	50.34	51.25	52.17	53.11	54.07	55.04	56.04
<b>141</b>	41.90	42.66	43.43	44.21	45.01	45.82	46.64	47.48	48.34	49.21	50.10	51.00	51.92	52.86	53.81	54.78	55.77	56.77	57.80	58.84
<b>142</b>	44.00	44.79	45.80	46.42	47.26	48.11	48.97	49.86	50.76	51.67	52.60	53.55	54.52	55.50	56.50	57.52	58.56	59.61	60.69	61.78
<b>143</b>	46.20	47.03	47.88	48.74	49.62	50.51	51.42	52.35	53.29	54.26	55.23	56.23	57.24	58.27	59.33	60.39	61.48	62.59	63.72	64.87
<b>144</b>	48.51	49.38	50.27	51.18	52.10	53.04	53.99	54.97	55.96	56.97	57.99	59.04	60.10	61.19	62.29	63.41	64.56	65.72	66.91	68.11

**DRAFT**

Friday, May 01, 2009

10:29:26 AM

# Proposed Pay Plans

**DRAFT**

**Proposed Pay Plans  
City of McAlester, Oklahoma**

								104 % Of Market
<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Mkt</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Mkt</i>	<i>Hrly Max</i>	
<b>Unified-New</b>								
<b>104</b>		<b>\$14,331</b>	<b>\$16,983</b>	<b>\$20,124</b>	<b>\$6.89</b>	<b>\$8.16</b>	<b>\$9.68</b>	
	AidK Kitchen Aide							
	OA Office Aide							
	RecAid Recreation Aide							
<b>105</b>		<b>\$15,048</b>	<b>\$17,832</b>	<b>\$21,131</b>	<b>\$7.23</b>	<b>\$8.57</b>	<b>\$10.16</b>	
	AsstCk Assistant Cook							
<b>107</b>		<b>\$16,590</b>	<b>\$19,660</b>	<b>\$23,297</b>	<b>\$7.98</b>	<b>\$9.45</b>	<b>\$11.20</b>	
	HdCk Head Cook							
<b>112</b>		<b>\$21,174</b>	<b>\$25,091</b>	<b>\$29,733</b>	<b>\$10.18</b>	<b>\$12.06</b>	<b>\$14.29</b>	
	CustC Concession Event Worker							
	Cust Custodian							
	GrdK Groundskeeper							
	VanDrv Van Driver							
<b>113</b>		<b>\$22,233</b>	<b>\$26,346</b>	<b>\$31,220</b>	<b>\$10.69</b>	<b>\$12.67</b>	<b>\$15.01</b>	
	ASSTLT Assistant Lab Technician							
	Grd1 Gardner I							
	MechL Lube Mechanic							
	Maint 1 Maintenance Worker I							
	MtrR Meter Reader							
	RC Refuse Collector							
	SiteCoor I Site Coordinator I							
	SMW Street Maintenance Worker							
	TDIS Tractor Driver / Inmate Supervisor							
	UMW Utility Maintenance Worker							
<b>114</b>		<b>\$23,344</b>	<b>\$27,663</b>	<b>\$32,781</b>	<b>\$11.22</b>	<b>\$13.30</b>	<b>\$15.76</b>	
	ACO Animal Control Officer							
	CemW Cemetery Worker							
	UtCk Customer Service Clerk I							
	LFC Landfill Assistant							
	RDO Refuse Driver/Operator							
	MgrSC Softball Complex Manager							
	TCTech Traffic Control Technician							
<b>115</b>		<b>\$24,511</b>	<b>\$29,048</b>	<b>\$34,420</b>	<b>\$11.78</b>	<b>\$13.96</b>	<b>\$16.55</b>	
	Sec Administrative Assistant							
	AsstPM Assistant Plant Mechanic							
	ConFin Concrete Finisher							
	DepCtCk Deputy Court Clerk							
	EvTech Evidence Technician							
	Grd2 Gardner II							
	HdMtr Head Meter Reader							
	Maint 2 Maintenance Worker II							
	PoliceDisp Police Dispatcher							
	SiteCoorII Site Coordinator II							
<b>116</b>		<b>\$25,737</b>	<b>\$30,498</b>	<b>\$36,141</b>	<b>\$12.37</b>	<b>\$14.66</b>	<b>\$17.38</b>	
	E911Coord 911 Coordinator							
	APC AP Clerk							
	AutoServ Auto Service Worker							
	CustCkII Customer Service Clerk II							
	HEO Heavy Equipment Operator							
	PlantOp Plant Operator							

**DRAFT**

**DRAFT**

Proposed Pay Plans  
City of McAlester, Oklahoma

								104 % Of Market
Code	Proposed Class Title	Ann Min	Mkt	Ann Max	Hrly Min	Mkt	Hrly Max	
<b>Unified-New</b>								
<b>117</b>		<b>\$27,024</b>	<b>\$32,023</b>	<b>\$37,948</b>	<b>\$12.99</b>	<b>\$15.40</b>	<b>\$18.24</b>	
	AutoMech	Auto Mechanic						
	CodeOff	Code Enforcement Officer						
	EngTch1	Engineering Technician						
	Fore	Foreman						
	LabTk	Lab Technician						
	PlantMech	Plant Mechanic						
<b>118</b>		<b>\$28,375</b>	<b>\$33,624</b>	<b>\$39,845</b>	<b>\$13.64</b>	<b>\$16.17</b>	<b>\$19.16</b>	
	MgrCS	Customer Service Manager						
	SupLF	Landfill Supervisor						
	CourtAdmin	Municipal Court Administrator						
	SupDisp	Police Dispatch Supervisor						
	UTFOR	Utility Maintenance Foreman						
	WM	Welder Mechanic						
<b>119</b>		<b>\$29,794</b>	<b>\$35,306</b>	<b>\$41,837</b>	<b>\$14.32</b>	<b>\$16.97</b>	<b>\$20.11</b>	
	MgrAir	Airport Manager						
	CPO	Chief Plant Operator						
	Sec2CM	Executive Assistant						
	CoorHR	Human Resources Coordinator						
	SupRec	Recreation Supervisor						
	SCO	Safety Compliance Officer						
<b>120</b>		<b>\$31,284</b>	<b>\$37,071</b>	<b>\$43,929</b>	<b>\$15.04</b>	<b>\$17.82</b>	<b>\$21.12</b>	
	BldgIns	Building Inspector						
	SupBldgMt	Building Maintenance Supervisor						
	SupRC	Refuse Collection Supervisor						
	CemSxt	Sexton						
<b>121</b>		<b>\$32,848</b>	<b>\$38,925</b>	<b>\$46,126</b>	<b>\$15.79</b>	<b>\$18.71</b>	<b>\$22.18</b>	
	EngInsp	Engineering Inspector						
<b>122</b>		<b>\$34,490</b>	<b>\$40,871</b>	<b>\$48,432</b>	<b>\$16.58</b>	<b>\$19.65</b>	<b>\$23.28</b>	
	SuptGar	Central Garage Superintendent						
	SuptPk	Parks Superintendent						
	SuptTC	Traffic Control Superintendent						
<b>123</b>		<b>\$36,215</b>	<b>\$42,914</b>	<b>\$50,853</b>	<b>\$17.41</b>	<b>\$20.63</b>	<b>\$24.45</b>	
	EngTchSr	Senior Engineering Technician						
<b>124</b>		<b>\$38,025</b>	<b>\$45,060</b>	<b>\$53,396</b>	<b>\$18.28</b>	<b>\$21.66</b>	<b>\$25.67</b>	
	CSS	Information Technology Manager						
<b>125</b>		<b>\$39,927</b>	<b>\$47,313</b>	<b>\$56,066</b>	<b>\$19.20</b>	<b>\$22.75</b>	<b>\$26.95</b>	
	ASTCT	Asst. Financial Officer						
	MgrEx	Expo Manager						
	SuptLW	Liquid Waste Superintendent						
	SuptSt	Street Superintendent						
	SupUM	Utility Maintenance Superintendent						
	SuptWTP	WTP Superintendent						
<b>128</b>		<b>\$46,220</b>	<b>\$54,771</b>	<b>\$64,903</b>	<b>\$22.22</b>	<b>\$26.33</b>	<b>\$31.20</b>	
	CClk	City Clerk						
<b>129</b>		<b>\$48,531</b>	<b>\$57,509</b>	<b>\$68,148</b>	<b>\$23.33</b>	<b>\$27.65</b>	<b>\$32.76</b>	
	ASSTFC	Assistant Fire Chief						
	ASTPC	Assistant Police Chief						
<b>132</b>		<b>\$56,181</b>	<b>\$66,574</b>	<b>\$78,890</b>	<b>\$27.01</b>	<b>\$32.01</b>	<b>\$37.93</b>	
	DirCS	Community Services Director						

**DRAFT**

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Proposed Pay Plans  
City of McAlester, Oklahoma

								104 % Of Market	
Code	Proposed Class Title	Ann Min	Mkt	Ann Max	Hrly Min	Mkt	Hrly Max		
<b>Unified-New</b>									
132		\$56,181	\$68,574	\$78,890	\$27.01	\$32.01	\$37.93		
DirPl	Planning and Community Development Director								
133		\$58,990	\$69,903	\$82,835	\$28.36	\$33.61	\$39.82		
FireCh	Fire Chief								
PoliceCh	Police Chief								
UtDir	Utilities Director								
134		\$61,939	\$73,398	\$86,977	\$29.78	\$35.29	\$41.82		
Ceng	City Engineer/PW Director								
135		\$65,036	\$77,068	\$91,325	\$31.27	\$37.05	\$43.91		
Treas	Chief Financial Officer								
140		\$83,004	\$98,360	\$116,557	\$39.91	\$47.29	\$56.04		
CMgr	City Manager								

**DRAFT**



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: June 2, 2009

Item Number: 8  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Discussion, and possible action, regarding goals for the City in general, and each ward in particular.

### Recommendation

### Discussion

Attached is an e-mail from Councilmember John Browne related to this particular agenda item.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>

**Mark Roath**

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**From:** john browne [osalc@hotmail.com]  
**Sent:** Tuesday, June 02, 2009 8:17 AM  
**To:** Mark Roath  
**Subject:** agenda

Mark,

I would like to place an item on the June 9 agenda, As part of our long range/strategic planning I think we should discuss our priorities and goals for the next year. I would like to have each of us, Councilmen, Mayor, and City Manager, discuss where we want to see our wards and the city as a whole moving in the near and long range. Additionally, I would like to have the council discuss our priorities for our respective wards.

Thanks,

John Browne

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# McAlester City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>June 9, 2009</u>	<b>Item Number:</b>	<u>9</u>
<b>Department:</b>	<u>City Manager</u>	<b>Account Code:</b>	<u></u>
<b>Prepared By:</b>	<u>Mark B. Roath</u>	<b>Budgeted Amount:</b>	<u></u>
<b>Date Prepared:</b>	<u>June 2, 2009</u>	<b>Exhibits:</b>	<u>Two</u>

### Subject

Consider, and act upon, a proposal by Midwest Employers Casualty Company regarding excess workers compensation insurance.

### Recommendation

Motion to approve a proposal for excess workers compensation insurance.

### Discussion

The Jordan Carris Agency, in McAlester, has handled this policy for a number of years. United Safety and Claims handles our workers compensation claims. In turn, Midwest Employers Casualty Company is a re-insurer for our workers compensation claims over \$300,000. This policy is for one year beginning July 1, 2009 in the amount of \$49,622. (Attached is the quotation sheet for July 1, 2009 (see column numbered #0134109), and the sheet for the previous two years for your perusal.)

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u></u>	<u></u>
<b>City Manager</b>	<u>MBR</u>	<u>06/02/09</u>



# Midwest Employers Casualty Company

## QUOTATION SHEET



Insured: City of McAlester  
 Policy #: EWC006547

Policy Effective Date: 07/01/2009  
 Quote Date: 05/27/2009  
 Quote Expiration Date: 80 Days

POLICY TERMS	QUOTE OPTIONS					
	0134109	0134413	0134414			
State(s)	OK	OK	OK			
<b>SPECIFIC:</b>	<i>X</i>					
Specific Limit	STATUTORY	STATUTORY	STATUTORY			
Specific Retention	\$300,000	\$300,000	\$400,000			
Specific Retention - 7710 <i>- five</i>	\$350,000	NA	NA			
Specific Retention - 7720 <i>Police</i>	\$350,000	NA	NA			
Specific Retention - 7710	NA	\$400,000	NA			
Specific Retention - 7720	NA	\$400,000	NA			
<b>EMPLOYERS LIABILITY:</b>						
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000			
Employers Liability Retention	See Specific	See Specific	See Specific			
<b>AGGREGATE:</b>						
Aggregate Limit	\$2,000,000	\$2,000,000	\$2,000,000			
Rate as a % of Normal Premium	155.2%	157.57%	164.05%			
Estimated Aggregate Retention	\$1,054,977	\$1,071,087	\$1,115,135			
Minimum Aggregate Retention	\$1,033,877	\$1,049,665	\$1,092,832			
Aggregate Loss Limit	\$300,000	\$300,000	\$400,000			
<b>RATING BASE:</b>						
Est. Annual Payroll	\$9,782,718	\$9,782,718	\$9,782,718			
Est. Annual Manual Premium	\$679,753	\$679,753	\$679,753			
Length of Policy Period (Years)	1.000000	1.000000	1.000000			
Est. Policy Prd Normal Premium	\$679,753	\$679,753	\$679,753			
Rate as a % of Normal Premium	7.3%	6.89%	6.03%			
<b>PREMIUM:</b>						
Total Est Policy Prd Premium (including Flat Charges)	\$49,622	\$46,835	\$40,989			
Policy Prd Minimum Premium	\$44,660	\$42,151	\$36,890			
Deposit Premium	\$49,622	\$46,835	\$40,989			
Deposit Flat Charge(s)	NA	NA	NA			
<b>Total Deposit Due</b>	<b>\$49,622</b>	<b>\$46,835</b>	<b>\$40,989</b>			
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$1,489.00	\$1,405.00	\$1,230.00			

**CONDITIONS / COMMENTS:**

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



**Midwest Employers Casualty Company**  
**QUOTATION - Endorsement Schedule**



**Insured Name:** City of McAlester  
**Policy Number:** EW0006547

**Policy Effective Date:** 7/1/2009  
**Quote Date:** 5/27/2009  
**Quote Expiration Date:** 80 Days

**Quote(s) include the following Endorsements:**

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

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

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

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

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

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

Name of insurer: Midwest Employers Casualty Company  
Name of insured: City of McAlester  
Policy Number: EWC006547



# Midwest Employers Casualty Company

## QUOTATION SHEET



Insured: City of McAlester  
 Policy #: EWC006547

Policy Effective Date: 07/01/2007  
 Quote Date: 06/20/2007  
 Quote Expiration Date: 90 Days

POLICY TERMS	QUOTE OPTIONS					
	0107307	0107619	0107817	0107621		
State(s)	OK X	OK	OK	OK		
<b>SPECIFIC:</b>						
Specific Limit	STATUTORY	STATUTORY	STATUTORY	STATUTORY		
Specific Retention	\$300,000	\$300,000	\$350,000	\$350,000		
Specific Retention - 7704-FIRE	\$350,000	\$350,000	NA	NA		
Specific Retention - 7720-POLICE	\$350,000	\$350,000	NA	NA		
<b>EMPLOYERS LIABILITY:</b>						
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Employers Liability Retention	See Specific	See Specific	See Specific	See Specific		
<b>AGGREGATE:</b>						
Aggregate Limit	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
Rate as a % of Normal Premium	184.96%	148.48%	168.04%	151.23%		
Estimated Aggregate Retention	\$1,023,443	\$1,842,185	\$1,042,382	\$1,878,178		
Minimum Aggregate Retention	\$1,002,974	\$1,805,341	\$1,021,515	\$1,838,654		
Aggregate Loss Limit	\$300,000	\$300,000	\$350,000	\$350,000		
<b>RATING BASE:</b>						
Est. Annual Payroll	\$9,240,723	\$9,240,723	\$9,240,723	\$9,240,723		
Est. Annual Manual Premium	\$820,308	\$820,308	\$820,308	\$820,308		
Length of Policy Period (Years)	1.000000	2.000000	1.000000	2.000000		
Est. Policy Prd Normal Premium	\$820,308	\$1,240,812	\$820,308	\$1,240,812		
Rate as a % of Normal Premium	6.88%	6.88%	6.26%	6.26%		
<b>PREMIUM:</b>						
Total Est Policy Prd Premium	\$42,877	\$85,354	\$38,831	\$77,962		
(Including Flat Charges)						
Policy Prd Minimum Premium	\$38,409	\$76,819	\$34,048	\$68,896		
Deposit Premium	\$42,877	\$42,877	\$38,831	\$38,831		
Deposit Flat Charge(s)	NA	NA	NA	NA		
Total Deposit Due	\$42,877	\$42,877	\$38,831	\$38,831		
Terrorism Risk Ins Act of 2002 (Incl in Total Deposit Due above)	\$1,280	\$1,280	\$1,165	\$1,165		

For conditions of quote and applicable endorsements, see page 2.



# McAlester City Council

## AGENDA REPORT

Meeting Date: 06-09-2009  
Department: Police  
Prepared By: Jim Lyles  
Date Prepared: 05-26-2009

Item Number: 10  
Account Code:  
Budgeted Amount:  
Exhibits: Four

### Subject

Consider, and act upon, awarding a bid to Xybix Systems to purchase 3 dispatch sit-to-stand workstations in the amount of \$28,028.

### Recommendation

Motion to approve a bid award to purchase 3 new dispatch sit-to-stand workstations in the amount of \$28,028.

### Discussion

On April 24, 2009, the Police Department advertised for sit-to-stand workstations for the remodeled 911 dispatch center. Four bid packages were sent to vendors. Three bid proposals were received and opened on May 21, 2009. It was reviewed by the Police Administration. The three bids were Viking USA with a bid of \$33,612.75, Total Radio with a bid of \$31,208.71 and Xybix Systems with a bid of \$27,002.00 Xybix Systems bid met the minimum requirements of the specifications (see attached documents) and was the lowest bidder. Optional equipment needing to be purchased is task lighting at each workstation which will be an additional \$1, 026.00 which will bring the total to \$28,028.

It is recommended to award the bid in the amount of \$28,028 to Xybix Systems.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	J.L.	05-26-09
City Manager	MBR	06/02/09

**BID TABULATION SHEET  
SIT-TO-STAND WORKSTATIONS  
THURSDAY MAY 21, 2009**

<b>Vendor</b>	<b>Amount</b>
Dispatch Products	No Bid
Viking USA	<u>\$33,612.75</u>
Total Radio	<u>\$31,208.71</u>
Xybix	<u>\$27,002.00</u>

**Xybix Systems, Inc.**  
 8207 Southpark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 nC



**Quote Number: 8172**

**Quote Date: 5/18/2009**

**Revision: A**

**Orig Create Date: 5/18/2009**

**Expires: 8/16/2009**



**Terms: 25% DEP;65% INSTALL;10% PUNCH**

**Page: 1 of 3**

<p><b>Quote To:</b>          Acct: CITMCAMCOK           City of McAlester          28 E Washington          McAlester OK 74501           Phone: (918) 423-9300</p>	<p><b>Ship To:</b> City of McAlester          28 E Washington           McAlester          OK 74501</p> <hr/> <p><b>Sales Person:</b> EMILEE SUPER  <b>Rep Phone:</b> 214-727-1681  <b>Email:</b> emilees@xybix.com</p>
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05.18.09 quote to match drawing REV0 OPTION ONE, options quote is #8174 . ns

Line	Part Number	Description	Quantity	Unit	Unit Price	Net Price
1.00	12241.	Panel System-Selected Grade=2 Grade1 \$4,144.00 Grade2 \$4,232.00 Grade3 \$4,407.00	1	1.00 EA	\$4,232.00	\$4,232.00
2.00	13595.	Adj. Table Worksurface - Dual Surface - Corner 90° - 66L x 66R Shallow	2	3.00 EA	\$482.00	\$1,446.00
3.00	11064LRG	ErgoPower X4+ Table Base - Large	3	3.00 EA	\$2,370.00	\$7,110.00
4.00	12904	Data Dock - Keyboard Surface Cable Organizer Cables Sold Separately	4	3.00 EA	\$187.00	\$561.00
5.00	12561.	U-Channel Support - Side Mount	5	3.00 EA	\$75.00	\$225.00
6.00	13096.	Cable Management - Corner 90°-Dual Surface-66L x 66R Shallow	6	3.00 EA	\$297.00	\$891.00
7.00	12033.	Return Worksurface - 27.5Wx35.5D	7	1.00 EA	\$195.00	\$195.00
8.00	12033.	Return Worksurface - 36Wx33D	8	1.00 EA	\$195.00	\$195.00
9.00	12033.	Return Worksurface - 42Wx33D	9	1.00 EA	\$195.00	\$195.00
10.00	12035.	Return Worksurface - 66Wx42D	10	1.00 EA	\$353.00	\$353.00
11.00	12031.	Return Worksurface - 55.25Wx23.5D	11	1.00 EA	\$245.00	\$245.00
12.00	11099	End Support Panel - Single	12	1.00 EA	\$100.00	\$100.00
13.00	13623.	CPU Cabinet - CPU 36Wx33D	13	1.00 EA	\$621.00	\$621.00



**Xybix Systems, Inc.**  
 8207 Southpark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 KenC



**Quote Number: 8172**

**Quote Date: 5/18/2009**

**Revision: A**

**Orig Create Date: 5/18/2009**

**Expires: 8/16/2009**

**Quote**

**Terms: 25% DEP;65% INSTALL;10% PUNCH**

**Page: 2 of 3**

14.00	13625.	CPU Cabinet - CPU 42Wx33D	14	2.00 EA	\$656.00	\$1,312.00
15.00	11867.	Drawer Pedestal - Fixed - Single - 16W - 6-6-12 Drawers 18D -	15	2.00 EA	\$425.00	\$850.00
16.00	12428.	Drawer Pedestal - Fixed - Bookcase Right - 24W - 6-6-12 Drawers 22D -	16	1.00 EA	\$525.00	\$525.00
17.00	11765.	Bookcase - 12W-28H-13D - UnderWS NO Toekick	17	1.00 EA	\$288.00	\$288.00
18.00	11766.	Bookcase - 27.5W-28H-13D - UnderWS NO Toekick	18	1.00 EA	\$294.00	\$294.00
19.00	13074	Ext Cable Monitor - TBD	19	15.00 EA	\$54.00	\$810.00
20.00	11677	Ext Cable USB Panel Mount 15'	20	24.00 EA	\$16.00	\$384.00
21.00	13611	DataDock RJ-11 Cat3 Coupler	21	6.00 EA	\$10.00	\$60.00
22.00	11792.	Power Bar - 10 Outlet	22	6.00 EA	\$64.00	\$384.00
23.00	11526	Grounding Kit-Panel Frame Only	23	3.00 EA	\$214.00	\$642.00
24.00	12356	Installers Kit	24	3.00 EA	\$0.00	\$0.00
99.00	other	Other Charges & Services	25	0.00	\$0.00	\$0.00

<b>Line(25) - Miscellaneous Charge -</b>	
Installation - Non-Taxable	\$3,450.00
Freight - Non-Taxable	\$1,300.00
Performance Bond	\$334.00

Lines Total:	\$21,918.00
Line Miscellaneous Charges Total:	\$5,084.00
<b>Quote Total:</b>	<b>\$27,002.00</b>

**Xybix Systems, Inc.**  
8207 Southpark Circle  
Littleton, CO 80120  
Phone:303-683-5656  
Fax:303-683-5454  
nC



**Quote Number: 8172**  
**Quote Date: 5/18/2009**  
**Revision: A**  
**Orig Create Date: 5/18/2009**  
**Expires: 8/16/2009**

**Terms: 25% DEP;65% INSTALL;10% PUNCH**

**Page: 3 of 3**

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**Note 1:**

Totals exclude taxes. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence fees.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

**Xybix Systems, Inc.**  
 8207 Southpark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 InC



**Quote Number: 8174**

**Quote Date: 5/19/2009**

**Revision: OPT A**

**Orig Create Date: 5/18/2009**

**Expires: 8/17/2009**



**Terms: 25% DEP;65% INSTALL;10% PUNCH**

**Page: 1 of 2**

<p><b>Quote To:</b>          Acct: CITMCAMCOK           City of McAlester          28 E Washington          McAlester OK 74501           Phone: (918) 423-9300</p>	<p><b>Ship To:</b> City of McAlester          28 E Washington           McAlester          OK 74501</p> <hr/> <p><b>Sales Person:</b> EMILEE SUPER          Rep Phone: 214-727-1681          Email: emilees@xybix.com</p>
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05.18.09 Options quote for #8172 shipping and freight included if shipped with items on quote 8172.

Line	Part Number	Description	Quantity	U/M	Unit Price	Net Price
1.00	12777.	Shelf 1 Wide UWS	1	3.00 EA	\$54.00	\$162.00
2.00	12757.	Monitor Mount - Rollervision - - 1HI -	2	3.00 EA	\$1,177.00	\$3,531.00
3.00	13160.	Monitor Mount - Quickstack - - -	3	3.00 EA	\$202.00	\$606.00
4.00	10117.	Personal Climate Control - Forced Air Heater 1000W	4	3.00 EA	\$2,376.00	\$7,128.00
5.00	13171	Task Light - Trillium LED Kit	5	3.00 EA	\$342.00	\$1,026.00
8.00	10176	Cup Holder - Blk	8	3.00 EA	\$45.00	\$135.00
9.00	11182	I-Fit Software ErgoPower X4	9	3.00 EA	\$325.00	\$975.00
13.00	other	Other Charges & Services	13	1.00	\$0.00	\$0.00

<b>Line(13) - Miscellaneous Charge -</b>	
Extended Warranty Year 4	\$900.00
Extended Warranty Year 5	\$1,200.00

Lines Total: \$13,563.00  
 Line Miscellaneous Charges Total: \$2,100.00  
**Quote Total: \$15,663.00**

**Xybix Systems, Inc.**  
8207 Southpark Circle  
Littleton, CO 80120  
Phone:303-683-5656  
Fax:303-683-5454  
KenC



**Quote Number: 8174**

**Quote Date: 5/19/2009**

**Revision: OPT A**

**Orig Create Date: 5/18/2009**

**Expires: 8/17/2009**

**Quote**

**Terms: 25% DEP;65% INSTALL;10% PUNCH**

**Page: 2 of 2**

**Note 1:**

Totals exclude taxes. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Attachment "B"

## Wright Line Quote for Total Radio Inc

**Customer Name:** Matt Baine  
**Address:** 3158 S. 108th E. Ave. #276  
Tulsa, OK 74146  
**Customer Phone:** (918) 663-0172  
**Email Address:** mbaine@totalradioinc.com

**Lotus Quote No:** Q55001\_03807  
**Today's Date:** 05/18/2009

**Ship Contact:** Lisa Sutterfield  
**Ship Phone:** 9184239300  
**Ship Address:** 28 E Washington - Municipal Bldg  
McAlester, OK 74501

**Shipping Comments:** FOB = Destination

**Billing Comments:**

**Installation Comments:** Installation includes on time delivery, unloading truck, inside delivery, strip new product, assemble and place pr

**Transportation Comments:**

INSTALLATION IS FOR CONSOLE FURNITURE ONLY NO RADIOS OR 911 EQUIPMENT

**WL Rep Name:** Terri Marroquin  
**WL Rep Address:** 6608 N Western #312  
Oklahoma City, OK 73116  
**WL Rep Phone:** 405-340-1211  
**WL Rep Email:** Terri.Marroquin@WrightLine.com

<b>Inside Delivery:</b>	No	<b>Receiving Dock:</b>	No
<b>Floor No:</b>		<b>Remove Debris:</b>	No
<b>Elevators:</b>	None	<b>Union:</b>	No
<b>Truck with Lift Gate:</b>	Yes		

LN	Qty	Item No	Description (Colors/Comments)	Unit Price	Dis	G	Ext Price
<b>EOC</b>							
1	1	PBT3630R	36X30 Transition Bullnose Worksurface Rh Steel: N/A - Laminate: N/A	\$200.55	0.00%	G	\$200.55
2	1	PBT4230L	42X30 Trans Bullnose Wks Lh Steel: N/A - Laminate: N/A	\$220.68	0.00%	G	\$220.68
3	1	PBW2430D	24X30 Bullnose Worksurface Steel: N/A - Laminate: N/A	\$160.29	0.00%	G	\$160.29
4	1	PBW3030D	30X30 Bullnose Worksurface Steel: N/A - Laminate: N/A	\$180.42	0.00%	G	\$180.42
5	1	PBW4230D	42X30 Bullnose Worksurface Steel: N/A - Laminate: N/A	\$220.68	0.00%	G	\$220.68
6	1	PC2429S1	24 Wide Core, Ss Steel: N/A	\$200.55	0.00%	G	\$200.55
7	1	PC3029S1	30 Wide Core, Ss Steel: N/A	\$240.81	0.00%	G	\$240.81
8	1	PC3629S1	36 Wide Core, Ss Steel: N/A	\$280.33	0.00%	G	\$280.33
9	2	PC4229S1	42 Wide Core, Ss Steel: N/A	\$320.59	0.00%	G	\$641.18
10	6	PC6029S1	60 Wide Core, Ss Steel: N/A	\$401.11	0.00%	G	\$2,406.66
11	2	PCPD3620	Cpu Docker Steel: N/A	\$968.00	10.00%		\$1,742.40
12	1	PCPR2420	Cpu Docker Steel: N/A	\$344.63	0.00%	G	\$344.63
13	1	PCPUCADR	Cpu Caddy	\$277.31	0.00%	G	\$277.31

			Steel: N/A					
14	2	PCSK0400	4" Wide Removable Core Skin Steel: N/A	\$18.44	0.00%	G	\$36.88	
15	1	PCSK1600	16" Wide Removable Core Skin Steel: N/A	\$27.25	0.00%	G	\$27.25	
16	1	PCSK2000	20" Wide Removable Core Skin Steel: N/A	\$45.69	0.00%	G	\$45.69	
17	1	PDW2416S	24" Wide X 16" High, Fpd Wall, Single Sided Steel: N/A	\$274.91	0.00%	G	\$274.91	
18	1	PDW3016S	30" Wide X 16" High, Fpd Wall, Single Sided Steel: N/A	\$297.35	0.00%	G	\$297.35	
19	1	PDW3616S	36" Wide X 16" High, Fpd Wall, Single Sided Steel: N/A	\$320.59	0.00%	G	\$320.59	
20	2	PDW4216S	42" Wide X 16" High, Fpd Wall, Single Sided Steel: N/A	\$330.20	0.00%	G	\$660.40	
21	1	PDWT24S1	24" Wide Wall Top Trim, Single Sided Steel: N/A	\$45.69	0.00%	G	\$45.69	
22	1	PDWT30S1	30" Wide Wall Top Trim, Single Sided Steel: N/A	\$45.69	0.00%	G	\$45.69	
23	1	PDWT36S1	36" Wide Wall Top Trim, Single Sided Steel: N/A	\$45.69	0.00%	G	\$45.69	
24	2	PDWT42S1	42" Wide Wall Top Trim, Single Sided Steel: N/A	\$55.30	0.00%	G	\$110.60	
25	6	PDWT60S1	60" Wide Wall Top Trim, Single Sided Steel: N/A	\$82.55	0.00%	G	\$495.30	
26	3	PEC60602	90 Degree Lift Steel: N/A - Laminate: N/A	\$3,665.11	0.00%	G	\$10,995.33	
27	3	PET116P1	90D Conn Ergo Tier 1 (16) Steel: N/A	\$176.32	0.00%	G	\$528.96	
28	6	PMW6016S	60X16 Mod Wall Single Steel: N/A	\$320.59	0.00%	G	\$1,923.54	
29	1	PUPRFLH1	30" Deep Full Depth Upright Left Steel: N/A	\$91.37	0.00%	G	\$91.37	
30	1	PUPRFRH1	30" Deep Full Depth Upright Right Steel: N/A	\$91.37	0.00%	G	\$91.37	
31	2	PUPRSLH1	30" Deep Cantilever Top Support Left Steel: N/A	\$45.48	0.00%	G	\$90.96	
32	2	PUPRSRH1	30" Deep Cantilever Top Support Right Steel: N/A	\$45.48	0.00%	G	\$90.96	
33	2	PVET16T1	Vertical End Trim T1 (16) Steel: N/A	\$45.48	0.00%	G	\$90.96	
34	12	PWFP3016	30X16 Fabric Insert (User Fac) <u>Fabric: N/A</u> EOC	\$45.69	0.00%	G	\$548.28	

**Grounding Bar**

1	3	17610068	Electrical Ground Bar Assy	\$136.00	10.00%		\$367.20	
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**Pedestals**

1	3	C845	Box/Box/File Mobile Pedestal Steel: N/A	\$256.25	0.00%	G	\$768.75	
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**Hardwired Power**

1	3	LPS5420H	Hardwired Powerstrip 16 Outlets 20A 125V	\$345.00	10.00%		\$931.50	
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**Gov Deal Registration**

0.00%

**SubTotal**

**\$27,041.71**

Installation	\$4,167.00
Total	\$31,208.71

**OPTIONAL ITEMS**

LN	Qty	Item No	Description (Colors/Comments)	Unit Price	Dis	G	Ext Price
Personal Environments							
1	3	PPERSENV1	Personal Environments System	\$2,446.00	10.00%		\$6,604.20
2	6	17610072	<u>Low Profile Air Diffuser, Bik</u> Personal Environments	\$15.00	10.00%		<u>\$81.00</u> \$6,685.20
Halogen Lights							
1	3	TOALTT2H	T2 Halogen Light	\$155.00	10.00%		\$418.50
2	3	TOALTSB	<u>Articulating Light Slatwall Bracket</u> Halogen Lights	\$27.00	10.00%		<u>\$72.90</u> \$491.40
Paper Mgmt							
1	3	ASORTER3	Steel Triple Sorter Steel: N/A	\$115.00	10.00%		\$310.50
2	3	ABINDER	Steel Binder Holder <u>Steel: N/A</u> Paper Mgmt	\$42.00	0.00%	G	\$126.00 \$436.50
<b>SubTotal</b>							\$7,613.10
<b>Installation</b>							\$ 1218.00
<b>Total</b>							\$8,831.10

**Notes**

All products meet or exceed ANSI/BIFMA requirements and/or specifications  
Wright Line is Small Business under NAICS 337214 - Cage Code: 81824 DUNS: 001438084

**Terms**

NET 10

**Disclaimers**

Installation, Tax and Transportation Charges, if provided, are estimates only

Accepted By

Prepared by Wright Line:

Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Wright Line Signature

\_\_\_\_\_  
5/18/2009

\_\_\_\_\_  
Customer Printed Name

- The foregoing constitutes a written order accepted by the customer and Wright Line for the purchase of the goods described. Terms and conditions which also apply to this purchase order appear on the Terms & Conditions of Sale form and Warranty provisions, which constitute material parts of this order.
- Proposal valid for 30 days, except during special promotions. Proposals with special promotions are valid for the term of the promotion only, but not to exceed 30 days.
- Buyer to provide color requirements on their Purchase Order. If buyer fails to identify color requirements on the Purchase Order, buyer accepts the colors identified on the sellers quote as the approved configuration, and the Sales Order acknowledgement.

Wright Line's remit to address is:  
Wright Line LLC  
PO Box 823209  
Philadelphia, PA 19182-3209

Wright Line's TiN Number is:  
03-047-1268

Send purchase orders to:  
Terri Marroquin  
6608 N Western #312  
Oklahoma City, OK 73116

VIKING USA

**Materials**  
**McAlester Oklahoma**

#	QTY	CATALOG #	DESCRIPTION	UNIT COST	EXTENDED
1	3	RFQ1718	Corner Consoles	\$4,800.00	\$14,400.00
2	2	CPU423621	CPU Tower, with light	\$1,472.25	\$2,944.50
3	2	CPU243621	CPU Cabinet 21" H x 36"D x 21" W	\$675.75	\$1,351.50
4	12	PM-H3-12	Surge Suppressor/Power Strip, 6 Outlets, 10 Foot Cord	\$50.25	\$603.00
5	3	MWBFMFBLK	Mobile Box/File, with Pencil Tray, 6" Drawer Dividers & Conversion Bars	\$516.75	\$1,550.25
6	1	WX6620-00	66" x 20" Worktable	\$388.50	\$388.50
7					
8	1	PANEL-SYSTEM*	Panels Surrounds for all Stations	\$12,375.00	\$12,375.00
9	1	INSTALL	Installation	\$0.00	\$0.00
10	1	FREIGHT	Estimated Freight Charges	\$0.00	\$0.00
			<b>Total Cost Delivered and Installed</b>		<b>\$33,612.75</b>

\* Choose the trim colors from 5 standard color choices, Warm Grey, Blue Grey, Light Tone, Sand and Black all others have longer lead times and additional cost involved.

**OPTIONS**

#	QTY	CATALOG #	DESCRIPTION	UNIT COST	EXTENDED
		TSK-200-C	Task Light Clamp Mounts (use with pole mount 30850/30890)	\$282.00	
		AFU2	Johnson Controls Personal Air Unit	\$2,949.00	
		RHP2	Radiant Heat Pad	\$118.50	
		FCLPLTFM	Focal Platform	\$300.00	
		MTR-875G	Dual Panel Monitor Arm (2 needed per station) Grommet Mount	\$359.25	
		MTR-850G	Single Panel Monitor Arm (1 needed per station) Grommet Mount	\$269.25	
		FT-303	Footrest	\$46.50	
		30980	Oscilating Personal Fan with 37110 Bracket	\$180.00	
		Power1	Power Package 1 (See power distribution spec for explanation)	(\$2,500.00)	

If Power1 is chosen over the power in the panels deduct \$2500 from the total of \$33612.75 above.



# McAlester City Council

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## AGENDA REPORT

Meeting Date:	<u>June 9, 2009</u>	Item Number:	<u>11</u>
Department:	<u>Community Services</u>	Account Code:	<u>                    </u>
Prepared By:	<u>Mel Priddy</u>	Budgeted Amount:	<u>                    </u>
Date Prepared:	<u>May 28, 2009</u>	Exhibits:	<u>One</u>

### Subject

Consider and act upon a Personal Service Agreement with Larry Cox for Hay Baling on McAlester Water Shed and the Southside Industrial Park in the amount of \$1,780.00.

### Recommendation

Motion to approve a Personal Service Agreement with Larry Cox for Hay Baling in the amount of \$1,780.00.

### Discussion

The community Services Department solicited bids for hay baling on the McAlester Water Shed. The Department received two bids. The high bidder on this contract was unable to meet the terms of the contract and to furnish the necessary insurance.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>MP</u>	<u>05/28/2009</u>
City Manager	<u>MBR</u>	<u>06/02/09</u>

**Personal Service Agreement  
By and Between the City of McAlester and Larry Cox**

This Personal Service Agreement made and entered into this 9th day of June, 2009, by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and Larry Cox, an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

**WHEREAS**, the City desires to allow Contractor to bale hay on the property known as McAlester Water Shed and the Southside Industrial Park; and

**WHEREAS**, the Contractor has shown an ability to adequately meet the terms and conditions of this Agreement; and

**NOW THEREFORE**, in consideration of the terms, conditions, and covenants herein set forth, City and Contractor mutually agree as follows:

1.     **GRANT**  
For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on City property known as the McAlester Water Shed and Southside Industrial Park (the "Property").
  
2.     **TERM**  
This Agreement shall commence the 9th day of June, 2009, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 1st day of May, 2010 (the "Term").
  
3.     **PAYMENT**  
The Contractor shall pay the City cash equal to One Thousand Seven Hundred and Eighty Dollars (\$1,780.00) for the Term of this Agreement. All sums due to City shall become immediately due and payable on June 20, 2009. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.
  
4.     **USE**
  - A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.
  - B. The City shall not be responsible or liable to Contractor or anyone

claiming by, through, or under Agreement for any costs, expenses, profits, or other compensation whatsoever and Contractor shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, and any other items necessary to bale hay on the Property.

5. TERMINATION

A. The City reserves the right to terminate this Agreement at any time, for any reason, upon ten (10) days' prior written notice to the Contractor.

6. CONTRACTOR COVENANTS

A. Contractor shall furnish all equipment and labor to bale and remove all hay from the Property.

B. Contractor shall conduct all hay baling in a good and workmanlike manner.

C. Contractor shall not, without prior written consent of City, burn any hay, straw, grass vegetation or stalks on the Property.

7. INDEMNIFICATION

Contractor shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Contractor's use of the Property or conduct of its business or from any activity, work, or anything done, permitted or suffered by the Contractor, in or about the Property, and will further indemnify and save the City against and from any and all claims arising from any breach or default on Contractor's part in the performance of any covenant or agreement on Contractor's part to be performed pursuant to the terms of this Agreement or arising from any act, negligent or intentional, of Contractor, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against the City by reason of such claim. Contractor, upon written notice from the City, shall resist and defend, at Contractor's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to City. Contractor hereby waives all claims in respect thereof against the City and agrees to defend and save the City, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claim by others.

Contractor agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Agreement, which evidence of said insurance shall be furnished the City Clerk prior to hay baling on City Property.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

**Contractor:**

Larry Cox  
304 S. Main  
McAlester, OK 74501

**City:**

Mark B. Roath  
City Manager  
City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

9. ASSIGNMENT

Contractor shall not sublet, or assign or in any manner encumber this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the City with respect to the matters covered thereby and shall extend to and is binding upon the heirs, executors, administrators, and personal representatives of the parties hereto.

11. VENUE

This Agreement shall be governed by the laws of the State of Oklahoma and exclusive venue shall be Pittsburg County, Oklahoma.

12. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

14. MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto.

**IN WITNESS WHEREOF**, the parties hereunto signed this Agreement as of the date first above written.

Executed for and on the behalf of the City on the \_\_\_\_ day of June, 20\_\_.

**CITY OF McALESTER**  
An Oklahoma Municipal Corporation

\_\_\_\_\_  
Kevin E. Priddle, Mayor

**ATTEST:**

\_\_\_\_\_  
Cora Middleton, City Clerk

Executed for and on behalf of the Contractor on the \_\_\_\_ day of June, 20\_\_.

**CONTRACTOR**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William J. Ervin, City Attorney



# McAlester City Council

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## AGENDA REPORT

Meeting Date: June 9, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: \_\_\_\_\_

Item Number: 12  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: Two

### Subject

Consider, and act upon, authorizing the Mayor to sign a Master Agreement, including Managed Internet Services, with AT&T Corporation regarding ISP T1's.

### Recommendation

Motion to approve the Master Agreement, and Managed Internet Services Addendum, with AT&T.

### Discussion

This AT&T's promotional offer will allow for the City to reduce its two T1 line costs by \$372.50 per month or \$13,410 over a three year contract term. Note: The AT&T Master Agreement basically states that the City wants to do business with them. The AT&T Managed Internet Services Agreement lists the products that might be purchased. Section 1, on Page 3, of that Agreement lists 2x T1 at \$850.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>



AT&T MA Reference No.

**MASTER AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
City of McAlester  23 E Washington McAlester, OK 74502 USA	AT&T Corp.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: Jerry Hubbard Title: 23 E Washington McAlester, OK 74502 United States Telephone: 9184239300 Fax: Email: jhubbard@hcgtelecom.com	509 S DETROIT AVE TULSA, OK 74120 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## 1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at [att.com/aup](http://att.com/aup), or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

## 2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

## 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services.

Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

**3.2 Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

**3.3 Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

**3.4 Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

**3.5 Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

#### **4. PRICING AND BILLING**

**4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

**4.2 Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**4.3 Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

**4.4 Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late

payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

**4.5 Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

**4.6 MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

**4.7 Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

**5. CONFIDENTIAL INFORMATION**

**5.1 Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

**5.2 Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

**5.3 Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

**5.4 Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T

designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

## 6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

### 6.2 Limitation of Liability.

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
  - (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
  - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
  - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
  - (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter et issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

## 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

**8.3 Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

#### **8.4 Effect of Termination.**

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

#### **8.5 Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

### **9. IMPORT/EXPORT CONTROL**

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

## 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

### 10.5 Assignment and Subcontracting.

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

The following terms have the meanings set forth below:

**"Affiliate"** of a party means any entity that controls, is controlled by, or is under common control with, such party.

**"Damages"** means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

**"Effective Date"** means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

**"MARC-Eligible Charges"** means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

**"Minimum Payment Period"** means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

**"Minimum Retention Period"** means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Site"** means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.



**AT&T Managed Internet Service  
Pricing Schedule**

<b>Customer</b>	<b>AT&amp;T</b>	<b>AT&amp;T Sales Contact</b> <input type="checkbox"/> <b>Primary Contact</b>
City of McAlester  23 E Washington McAlester, OK 74502 USA	AT&T Corp.	LARRY D CLENNEY 509 S DETROIT AVE TULSA, OK 74120 Telephone: 9182952711 Fax: 9185856572 Email: lc7049@swmail.att.com Branch Manager: Randy Perkins Sales Strata: Small Business Market Sales Region: Central
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>	<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>
Name: Jerry Hubbard Title: 23 E Washington McAlester, OK 74502 United States Telephone: 9184239300 Fax: Email: jhubbard@hcgtelecom.com Customer Account Number or Master Account Number:	509 S DETROIT AVE TULSA, OK 74120  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>	Name: Company Name:  Telephone: Fax: Email: Agent Code:

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**1. SERVICES**

- AT&T Managed Internet Service
- AT&T Private Network Transport (PNT) Service is an option of MIS and can be ordered as an MPLS PNT feature under Section I, Tables 13 and 14.
  - AT&T's Acceptable Use Policy is located at <http://www.att.com/aup> or such other AT&T-designated location.

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	Term Start Date
24 Months	Effective Date of this Pricing Schedule or the date that the initial Service Component is enabled for Customer use, whichever is later

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

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**4. RATES (US Mainland, HI and Alaska† only)**

† Service in Alaska requires a separate AT&T Addendum for Service in Alaska. The rates stated in this Pricing Schedule apply to Service locations and/or Service Components in Alaska only in the event that a Service Component and/or Service location is not listed in the Addendum for Service in Alaska. In the event of the conflict between this Pricing Schedule and the Addendum for Service in Alaska, the Addendum for Service in Alaska controls.

NOTE 1: MIS w/ Managed Router Option 2 available only as described in the Service Guide.

NOTE 2: If Customers orders the MPLS PNT feature under Section I, Tables 13 and 14 as part of the MIS service, Customer will be billed for PNT transport and uplifts and all applicable taxes will be stated on the Customer's invoice.

NOTE 3: The charges for the Class of Service (CoS) feature set forth in Section I, Table 9 and 10 are waived for Sites at which Customer also maintains AT&T Business Voice over IP (VoIP) Service.

(\*) = not available with MPLS PNT

ICB = available only on an Individual Case Basis.

N/A = Not Available

**Section I: AT&T Managed Internet Service  
Access Bandwidth -**

**Table 1: Tiered T-1, NxT-1, E-1 And Frame**

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	MIS w/ Managed Router Option 2 Monthly Service Fee List Price	Discount
N/A	56/64 Kbps	\$190	\$260	N/A	N/A
T-1	128 Kbps	\$225	\$295	\$285	N/A
T-1	256 Kbps	\$280	\$350	\$340	N/A
T-1	384 Kbps	\$335	\$405	\$395	N/A
T-1	512 Kbps	\$390	\$460	\$450	N/A
T-1	768 Kbps	\$410	\$480	\$470	N/A
T-1 – Frame*	1024 Kbps	\$425	\$495	\$485	N/A
T-1	T-1	\$470	\$540	\$530	65.0 %
E-1*	E-1	\$470	\$540	N/A	N/A
2xT-1	3 Mbps	\$850	\$1,145	N/A	65.0 %
3xT-1	4.5 Mbps	\$1,100	\$1,395	N/A	65.0 %
4xT-1	6 Mbps	\$1,250	\$1,545	N/A	65.0 %
5xT-1	7.5 Mbps	\$1,480	\$2,360	N/A	65.0 %
6xT-1	9 Mbps	\$1,715	\$2,595	N/A	65.0 %
7xT-1	10.5 Mbps	\$1,915	\$2,795	N/A	65.0 %
8xT-1	12 Mbps	\$2,190	\$3,070	N/A	65.0 %

v.2.3.05

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Table 2: Burstable T-1

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 128kbps	\$270	\$340	\$330
128.01 - 256 Kbps	\$340	\$410	\$400
256.01 - 384 Kbps	\$405	\$475	\$465
384.01 - 512 Kbps	\$470	\$540	\$530
512.01 Kbps - 1.544 Mbps	\$565	\$635	\$625

v.2.3.05

Table 3: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

v.07.01.04

Table 4: Multiple Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170	\$160
up to 128kbps	\$340	\$330
128.01 - 256 Kbps	\$410	\$400
256.01 - 384 Kbps	\$475	\$465
384.01 - 512 Kbps	\$540	\$530
512.01 Kbps - 1.544 Mbps	\$635	\$625

v.2.20.06

Table 5: MARO Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	N/A
Outbound Load Balancers (2) (Dual Managed Customer Routers)	T1 & NXT-1: \$350	N/A

v.2.3.05

Table 6: MARO Features - Installation Fees (ICB Only)

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

v.2.6.05

Table 7: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Managed Router Option 2
56 Kbps	\$1,000	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500	\$2,500

v.12.10.07

Table 8: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only	Undiscounted MIS w/ Managed Router Option 2 Only
56 Kbps	\$999	\$999
128 Kbps - 1.5 Mbps	\$999	\$999
NxT-1	\$999	\$999

v.12.10.07

Table 9: Class Of Service Option - Tiered T-1 and Burstable Service - Monthly Service Fees

Discount: 62.0 %

Speed	Class of Service Monthly Fee – List Price (w/ or w/out Managed Router, including Managed Router Option 2, except as indicated)
56 Kbps†	\$225
128 Kbps†	\$225
256 Kbps†	\$225
384 Kbps†	\$225
512 Kbps†	\$225
768 Kbps	\$225
1024 Kbps*	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225

(†) no real-time class available  
v.6.1.06

Table 10: Class Of Service Option - Installation Fees

Discount: 100.0 %

Class of Service Undiscounted Installation Fee	\$1,000
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v.2.3.05

Table 11: MIS+NCS Option (ICB Only)

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

Table 12: MIS + NCS Installation Fees (ICB Only)

Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.05

Table 13: MPLS PNT Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS, MIS w/Managed Router, and MIS w/ Managed Router Option 2
Private Line Fractional T-1 (56K – 768K)**	Fractional T-1 (56K – 768K)**	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200

\*\* (1024K not available with MPLS PNT)  
v.9/28/05

Table 14: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT, and MIS PNT with Managed Router
Private Line T-1	T-1 (1.54 Mbps) Burstable T1	\$200

v.04.15.05

Table 15: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB
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Table 16: MultiCast Installation

N/A

MultiCast Installation Fee	ICB
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Section II: AT&T Business in a Box<sup>SM</sup>

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$100

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Base Unit 24 Port	\$160
8 Port POE Add-On	\$33
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$45

v.1.9.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$130
Base Unit 24 Port	\$195
8 Port POE Add-On	\$64
24 Port POE Add-On	\$116
8 Port Analog Module Add-On	\$77

v.1.9.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Additional Service	\$225
Delete Service	\$225

v.1.9.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

v.07/01/04



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2008  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: June 2, 2009

Item Number: 13  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, authorizing the Mayor to sign an Agreement with SimplexGrinnell regarding fire alarm testing and inspection in the amount of \$4,117.41.

### Recommendation

Motion to authorize the Mayor to sign an Agreement with SimplexGrinnell for fire alarm inspection services.

### Discussion

Attached is the proposal from SimplexGrinnell for fire alarm inspection services at a yearly cost of \$4,117.41.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>

**tyco**

Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell LP  
6111 New Sapulpa Road  
Tulsa, Oklahoma 74131

Tel: 918-582-6121  
Fax: 918-582-6207  
www.simplexgrinnell.com

Oklahoma Alarm/Sprinkler Lic. #0731

## OKLAHOMA STATE AGREEMENT SW 403

**By and Between SimplexGrinnell and City of McAlester**

**Services will be provided at the following location(s): 28 E Washington St**

SimplexGrinnell shall perform the services set forth in this agreement according to the OKLAHOMA STATE CONTRACT general terms and conditions.

**Type of Service: Full Service Fire Alarm Coverage including test and inspection**

**Price: Four thousand one hundred seventy Dollars and forty one Cents (\$4117.41).**

See Pricing spread sheet attached.

Payment Terms: Prompt payment terms Net 45 Payment for Service(s) shall be total contract unless expressly provided otherwise in this Agreement. Charges for work outside the scope of this Agreement shall be billed at the applicable State contract rates for labor, materials, and travel.

**Term:**

The term of this Agreement shall be April 1, 2009 – March 31, 2010. SimplexGrinnell's current charges as reflected on SimplexGrinnell's invoice shall apply for each renewal period. Notwithstanding the foregoing, either party may terminate this Agreement by giving thirty (30) days advance written notice.

**ACCEPTED BY:**

SIMPLEXGRINNELL

By: Chaera L. Stone

Oklahoma Alarm License:

Title: Retention Specialist

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address: 6111 New Sapulpa Rd.

Tulsa, OK 74131

918-582-6121

cstone@simplexgrinnell.com

**SUBSCRIBER:**

City of McAlester

By: \_\_\_\_\_

Title: \_\_\_\_\_

P O Number: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: 918-423-9300

Fax: 918-423-6910

<b>SimplexGrinnell</b> <b>Oklahoma State Wide</b> <b>Inspections and Service</b> <b>contract SW 40403</b>	Contractor:		SimplexGrinnell		SimplexGrinnell State Contract Number: SW403	
	State of Oklahoma		Chaera Stone			
	6111 New Sapulpa Rd		Tulsa, OK 74131			
	918-582-6121		Date: February 24, 2009			
	State: OK		City: McAlester			

State: OK <--(Use first Scroll Bar to select state where work is to be performed.)  
City: McAlester <--(Use second Scroll Bar to select city where work is to be performed.)

Facility Name: City of McAlester  
Address: 28 E Washington  
Zip Code: 74501

**Inspections and services- Fire Alarm systems**

Enter quantity of each of desired line items below the rose colored boxes  
Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	initial test, inspect, & report	Qty	Sub-total						Annual Full Maint.	Qty	Sub Total annual full Maint.
<b>Control Equipment</b>											
Control Panel Monitored	\$ 150.00		\$ -						\$ 1,125.00	1	\$ 1,125.00
Additional Panel (each)	\$ 75.00		\$ -						\$ 800.00		\$ -
Control Panel Unmonitored	\$ 150.00		\$ -						Test Only		
Control Panel Special Systems (i.e. preaction, CO2, Halon alternative, etc)	150.00		\$ -						\$ 545.00		\$ -
Control Panel Central Transmitter	Included										\$ -
Central Station Receiver	Included										\$ -
Annunciator LED type	\$ 50.00		\$ -						\$ 82.00		\$ -
Annunciator graphical type	\$ 50.00		\$ -						\$ 75.00		\$ -
Voice Panel	\$ 75.00		\$ -						\$ 520.00		\$ -
Monitor modules	Included								\$ 10.00		\$ -
Control modules	\$ 3.00		\$ -						\$ 10.00		\$ -
Notification appliance module	Included								\$ 5.00		\$ -
NAC Power Extender (Includes Battery Testing)	\$ 50.00		\$ -						\$ 200.00	1	\$ 200.00
<b>Batteries</b>											
Battery testing - lead acid	\$ 25.00		\$ -						\$ 37.00		\$ -
Battery testing - gel cell	\$ 25.00		\$ -						\$ 37.00	4	\$ 148.00
Battery testing - Ni-Cad	\$ 25.00		\$ -						\$ 37.00		\$ -
Battery charger	Included								Included		\$ -
Quarterly Battery Load testing	\$ 225.00		\$ -								\$ -
<b>Emergency voice/alarm</b>											
Emerg. Telephone	\$ 3.00		\$ -						\$ 29.00		\$ -
Phone Jacks	\$ 3.00		\$ -						\$ 10.00		\$ -
Call-in signal, off-hook indicator amplifier & tone generators	Included								Included		\$ -
<b>Initiating Devices (price per device)</b>											
Duct detector Test & Clean	\$ 35.00		\$ -						\$ 40.00		\$ -
heat detector: restorable	\$ 10.00		\$ -						\$ 9.00		\$ -
heat detector: non-restorable	\$ 10.00		\$ -						\$ 12.00	9	\$ 108.00
smoke detector: photoelectric (includes Cleaning)	\$ 13.00		\$ -						\$ 17.00		\$ -
smoke detector: beam detection	\$ 13.00		\$ -						\$ 180.00		\$ -
smoke detector: ionization	\$ 10.00		\$ -						\$ 15.00	105	\$ 1,575.00
smoke detector: laser	\$ 20.00		\$ -								\$ -
Fire Alarm Box, Manual, Uncoded	\$ 3.00		\$ -						\$ 9.00	7	\$ 63.00
Fire Alarm Box, Manual, Coded	\$ 3.00		\$ -						\$ 30.00		\$ -
Sensitivity Test	\$ 20.00		\$ -						Test Only		\$ -
Flame Detector	\$ 20.00		\$ -						\$ 100.00		\$ -
Gas Detector	\$ 20.00		\$ -						\$ 30.00		\$ -
Elevator Shunt Trip Test	\$ 20.00		\$ -						Test Only		\$ -
Duct Detector Test only	\$ 20.00		\$ -						Test Only		\$ -
<b>Supervisory Devices (price per device)</b>											
Fire Supervisory Signal, Emergency	\$ 6.00		\$ -						\$ 15.00		\$ -
Fire Supervisory Signal, Air Pressure	\$ 6.00		\$ -						\$ 15.00		\$ -
Fire Supervisory Signal, Fire Pump	\$ 6.00		\$ -						\$ 15.00		\$ -
<b>Misc</b>											
Water tank, low level	\$ 3.00		\$ -						\$ 15.00		\$ -
Water tank, high level	\$ 3.00		\$ -						\$ 15.00		\$ -
Water tank, temperature	\$ 3.00		\$ -						\$ 15.00		\$ -
<b>Alarm Notification Appliances (price</b>											
Fire Alarm, Bell	\$ 3.00		\$ -						\$ 10.00		\$ -
Speakers	\$ 3.00		\$ -						\$ 10.00		\$ -
Fire Alarm Visual Device	\$ 3.00		\$ -						\$ 20.00	47	\$ 940.00
Horns	\$ 3.00		\$ -						\$ 18.00		\$ -
chimes	\$ 3.00		\$ -						\$ 10.00		\$ -

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	initial test, inspect, & report	Qty	Sub-total						Annual Full Maint.	Qty	Sub Total annual full Maint.
											\$ -
<b>Misc</b>											
Fire Alarm System Recorder	\$ 3.00		\$ -						Test Only		
Fire Alarm System Event Printer	\$ 3.00		\$ -						\$ 132.00		\$ -
Door closer	\$ 3.00		\$ -						\$ 30.00		\$ -
Smoke Dampers Electric	\$ 35.00		\$ -						\$ 200.00		\$ -
Smoke Damper-Fusible Link	\$ 75.00		\$ -								\$ -
Smoke Dampers Locate	\$ 50.00		\$ -								\$ -
	\$ -		\$ -								\$ -
Central Station Monitoring/fire/sprinkler	\$ 288.00		\$ -								\$ -
Central Station Monitoring/security	\$ 288.00		\$ -								\$ -
Central Station Monitoring/combo	\$ 408.00		\$ -								\$ -
Central Station Monitoring add bldgs	\$ 148.00		\$ -								\$ -
	\$ -		\$ -								\$ -
	\$ -		\$ -								\$ -
<b>Non Line Items</b>	\$ -		\$ -								\$ -
<b>Service Plus</b>	\$ -		\$ -								\$ -
Monitoring/ programming/ install	\$ 99.50		\$ -	per hour rate							\$ -
	\$ -		\$ -								\$ -
			\$ -								\$ -
			\$ -								\$ -
			\$ -								\$ -

<b>Initial Test &amp; Inspect. Sub Total:</b>	\$ -	<b>Annual Full Maint. Subtotal:</b>	\$ 4,159.00
<b>Negotiated Discount</b>	\$ -	<b>Negotiated Discount</b>	\$ 41.59
<b>Sub-total discount</b>	\$ -	<b>Sub-total discount</b>	\$ 4,117.41
charge \$.55 per mile round trip from main	\$ -	charge \$.55 per mile round trip	\$ -
<b>Sub-total</b>	\$ -	<b>Sub-total</b>	\$ 4,117.41
Tax (if applicable)		Tax (if applicable)	
Add'l Reduction		Add'l Reduction	
<b>Total</b>	\$ (4,117.41)	<b>Total</b>	\$ 4,117.41

<b>Zip Code</b>	74501	<b>Order Total</b>	
<b>Facility Name</b>	City of McAlester		
<b>Address</b>	28 E Washington		\$ -
<b>City</b>	McAlester		
<b>State</b>	OK		

**inspections and services- Fire Alarm systems**

**Instructions:** For inspections only insert the quantity of devices that inspected. The form will calculate the totals. Go to the bottom and fill Mileage will be figured from either central OKC or Tulsa to the job site

**Rates Technician**

**Technician Software Based Systems**

Additional Labor services, during normal working hours per hour  
 Additional Labor services, outside normal working hours per hour  
 Repair Services during normal hours per hour  
 Repair services outside normal hours per hour

Per Hour	Qty.	Total
104.38		\$0.00
156.57		\$0.00
104.38		\$0.00
156.57		\$0.00

For full service, insert the quantities of devices that you want covered full maintenance box. If additional inspections are needed (semi-annually quarterly) fill in the appropriate inspection boxes. The form will calculate total less mileage. As mileage as above.  
 for items not on this sheet contact a SimplexGrinnell Sales Representative

For help on pricing contact a SimplexGrinnell sales Representative  
 Oklahoma City—(405) 246-1000 Jay Collins  
 Tulsa—(918) 582-6169 Deirdre Foster



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 9, 2009 Item Number: 14  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: June 2, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: Three

### Subject

Consider, and act upon, authorizing the Mayor to sign an Agreement with Pitney Bowes relating to a Digital Mailing System for a monthly amount of \$1,099.

### Recommendation

Motion to authorize the Mayor to sign a rental lease for a digital mailing system in the amount of \$1,099 per month.

### Discussion

The City currently rents the mail system for \$1,243 per month from Pitney Bowes. This proposal involves upgrading our mail system and lowering the monthly cost to \$1,099 and/or a \$1,728 savings per year.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>06/02/09</u>



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State & Local Term Rental account # 60

Empty grid for account information

Your Business Information

Form with fields for CAN #, ORDER #, CITY OF MCALESTER, Full legal name of renter, DBA name of renter, Tax ID # (FEIN/TIN), 28 E WASHINGTON AVE, Billing address, City, State, Zip+4, Billing contact name, Billing contact phone #, Billing CAN #, 28 E WASHINGTON AVE, Installation address (if different than billing address), City, State, Zip+4, Installation contact name, Installation contact phone #, Installation CAN #, Credit Card #, Name on card, Exp date, Type of card, Tax exempt #, State tax (if applicable), Fiscal period (from - to)

Your Business Needs

Table with columns: Qty, Business Solution Description. Rows include: 1 Mail Stream Solution - 1, 1 DM825 Digital Mailing System, 1 IntelliLink Interface / PSD for DM500-DM1100, 1 INVIEW Accounting - 50 Accounts, 1 15 lb Integrated Weighing (DM800 Only), 1 Confirmation Services Training (DM800/900/1000), 1 15 lb integrated Weighing Platform, 1 DM800 Series WOW Module, 1 PC Transfer Utility Kit, 1 IntelliLink Subscription with Value Based Services, 1 3 Station DI425 without OMR. Additional Items on following page.

Check items to be included in customer's payment

- Equipment Maintenance Provides service coverage including certain parts and labor
Software Maintenance Provides revision updates and technical assistance
Soft-Guard® Subscription Provides postal and carrier updates
IntelliLink™ Subscription / Meter Rental / Confirmation Services / Purchase Power Subscription Provides simplified billing and includes ( ) resets per year
EasyPermitPostage® Subscription Allows you to pay for permit mail.

Your Payment Plan

Table with columns: Number of months, Monthly amount\*. First ( 60 ) ( \$1,099 )

- ( ) Required advance check of \$ received
( ) Tax exempt certificate attached
Initial rental term

Your Acknowledgement

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

Signature, Date, Print name, Title, Email address, Account rep, District office, PBGFS acceptance



**STATE & LOCAL TERM RENTAL AGREEMENT  
TERMS AND CONDITIONS**

1. **NON-APPROPRIATION.** You warrant that you have funds available to pay the Total Payments, as defined in Page One, until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of the referenced term (the "Term"). If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

2. **TERM; NON-ASSIGNABILITY.** This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the Term and your payment of all Total Payments and other sums due and your fulfillment of all other obligations under this Agreement. **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT, OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.**

3. **TOTAL PAYMENT.** You will pay each and every Total Payment, subject to your right of non-appropriation as provided in Section 1. All Total Payments and other sums due shall be payable to us at our executive office, until we direct you otherwise in writing. We may increase the Total Payment as a result of any imposition of, or increase in, taxes as provided in Sections 7 or 8. Your obligations, including your obligation to pay the Total Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement. A one time documentation fee to cover the origination, documentation and processing of this Agreement is included in your equipment cost and made a part of your Total Payments. **REGARDLESS OF ANY LOSS OR DAMAGE TO THE EQUIPMENT OR ANY OTHER REASON, YOU ARE REQUIRED TO PAY US ALL TOTAL PAYMENTS AND OTHER SUMS DUE UNDER THIS AGREEMENT. ALL TOTAL PAYMENTS SHALL BE PAID BY YOU WITHOUT DEDUCTION AND IRRESPECTIVE OF ANY SET-OFF, COUNTERCLAIM, RECOUPMENT, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE AGAINST US, OR ANY OTHER PARTY.**

4. **REPAIRS; USE.** You shall, at your expense, keep the Equipment in good repair, condition, and working order, and shall not alter the Equipment without our prior written consent. You shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and will not permit the Equipment to be used in a trade or business of any other person or entity.

5. **RISK OF LOSS.** You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, damage, or destruction, for the full replacement value of the Equipment, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional insured. Such insurance and types and amounts of coverage (and written evidence thereof delivered to us at our request) shall be satisfactory to us. No Equipment loss, theft, damage or destruction shall relieve you of your obligation to pay the Total Payments or any other obligation under this Agreement. We shall bear the risk of loss during shipment of the Equipment.

6. **REPRESENTATIONS.** You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section

103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Total Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Total Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Total Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Total Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Total Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. Notwithstanding any other provision of this Agreement, this Section shall survive the termination of this Agreement.

7. **TAXES; NO LIENS; TITLE.** As we direct, you shall pay all charges and taxes (including any customary fees of ours associated with the administration, billing and tracking of such charges and taxes) incurred by us which may be imposed or levied upon this Agreement, documentation, the billing or receiving of the Total Payments and the sale, purchase, personal property ownership, leasing, value, possession, or use of the Equipment, excluding taxes on or measured by our net income (unless such taxes result from your breach of any representation set forth in Section 8). You shall keep the Equipment free and clear of all liens and encumbrances, subject to the following sentence. You grant us a security interest constituting a first lien on the Equipment (including any replacements, substitutions, additions, attachments and proceeds) and authorize us to file a financing statement with respect to such security interest. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 1.

8. **ASSIGNMENT.** We may assign this Agreement, or pledge or mortgage the Equipment, in whole or in part without notice to you, and in such event, you agree, upon notice and request by us, to pay directly to any assignee all amounts payable hereunder without deduction, offset, defense or counterclaim and that such assignee shall thereafter have all of our rights and benefits (but none of our obligations) hereunder. We shall remain responsible for all of our obligations hereunder. Further, upon receipt of a request, you shall acknowledge any assignment. You acknowledge that any assignment, or granting of a security interest by us, will neither materially change your duties under this Agreement, nor increase your burdens or risks under this Agreement.

9. **LATE PAYMENT/RETURNED ITEM CHARGES.** If any payment required herein is not paid in full on or before its due date, you shall pay to us the then applicable fee being charged by us in connection with the administration of delinquent accounts. You shall also pay interest on any such late payment from the due date thereof until the date paid at 18% or the maximum rate allowed by law. For each dishonored or returned payment item, check or draft you shall pay to us the then applicable fee being charged by us in connection with our handling of returned items.

10. **DEFAULT.** If you fail to pay when due any amount required under this Agreement, make any misrepresentation, breach any warranty or fail to perform any other obligation hereunder, we may, without demand or notice,

exercise any one or all of the following remedies: (a) terminate this Agreement, (b) take possession of the Equipment, (c) declare the entire amount due and to become due under this Agreement for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and (d) pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses incurred by us in enforcing the provisions herein. To the extent permitted by applicable law, you waive the provisions of UCC Sections 2A-508 through 2A-522.

**11. NOTICES.** All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address set forth on this Agreement, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

**12. SURRENDER OF EQUIPMENT.** If you default, or terminate this Agreement by non-appropriation under Section 1, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

**13. INDEMNIFICATION.** To the extent allowed by applicable law, you agree to indemnify, defend and hold us and persons acting on our behalf harmless from and against any and all costs, expenses, damages, fines, settlements, claims or liability, including reasonable attorneys' fees (collectively, "Claims") arising out of or relating to your performance under this Agreement or use of the Equipment, excluding those adjudged to have arisen solely from our gross negligence or willful misconduct. We shall give you prompt written notice of such Claims under this Section made upon us. Further, notwithstanding your obligation to defend, we retain the right, at your expense, to defend, and after consultation with you to settle or compromise the claims and actions.

**14. PURCHASE ORDER USE.** You may use a Purchase Order to offer to obtain use of Equipment and receive other services, provided however, if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supercede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein and it shall have no effect except with respect to Equipment description, Equipment quantity, Term, requested services, Total Payments and Equipment location (the "Equipment/Service Detail"). Any provisions other than the Equipment/Service contained in a purchase order are hereby expressly objected to.

**15. MISCELLANEOUS.** This Agreement including the Equipment Service Level Agreement and Equipment Guide, if applicable, constitutes the entire agreement between the parties. This Agreement may not be amended, altered or changed except by a written agreement signed by the parties. If any provision should be found illegal, invalid or void, that provision is severable and should be considered deleted from this Agreement. The remaining provisions shall not be impaired and this Agreement shall be interpreted to the extent possible to give effect to the parties' intent. This Agreement shall inure to and be binding on the successors, heirs, transferees and the permitted assigns of the parties.

The following terms and conditions apply to all equipment service level agreements:

**1.0 Basic Equipment Maintenance.** To obtain service or emergency repair, you must contact PBI for service during its normal working hours (8am - 5pm in the time zone where the equipment is located, Monday through Friday, excluding holidays) ("Normal Working Hours") or you may place a request for service via its website [www.pb.com](http://www.pb.com). In addition, you have access to remote telephone support through the toll free response center (8 am to 8 pm EST, Monday through Friday, excluding holidays) at 1-800-522-0020. Depending on your Equipment type and at its option, PBI reserves the right to service your Equipment by (a) Service by Replacement with new, reconditioned or remanufactured equipment, depending upon the age of the Equipment and the nature of the performance problem, or (b) On-site service, remote diagnostics or off-site service, including new (or equivalent to new)

parts and assemblies replacement needed due to normal wear. Parts or assemblies for discontinued equipment (and/or equipment not marketed as new will be provided only if available. If service is provided for your Equipment by replacement and your problem cannot be resolved over the telephone, PBI will, at no cost to you, promptly ship new, reconditioned or remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to PBI. You are responsible for the value of, and any damages to, the Equipment until PBI receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by PBI, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside PBI's Normal Working Hours set forth above. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies for all levels of service and printheads for meters, Intellilink® equipment and printers for standard service are not covered by this SLA. Professional services other than those set forth herein are not covered by this SLA. Rate program software for electronic scales and weighing systems is excluded from coverage under this SLA.

**2.0 Exclusions.** This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, use of Equipment in a manner not authorized by this SLA or other applicable purchase, lease or licensing agreement, external forces, use of Equipment in an environment with unsuitable humidity and/or line voltage, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI, the use of supplies or other hardware or software in connection with the Equipment not meeting PBI specifications, failure to use applicable software updates and/or use of Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.

**3.0 Term.** THE INITIAL TERM OF THIS AGREEMENT SHALL BE A TWELVE (12) MONTH PERIOD OR SUCH LONGER TERM AS MAY BE PROVIDED IN ANY LEASE AGREEMENT RELATING TO THE EQUIPMENT FOR WHICH MAINTENANCE COVERAGE IS PURCHASED PURSUANT TO THIS SLA AND SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TWELVE (12) MONTH PERIODS (OR UNTIL EXPIRATION OR TERMINATION OF THE LEASE AGREEMENT), UNLESS PITNEY BOWES RECEIVES FROM YOU WRITTEN NOTICE OF TERMINATION AT LEAST SIXTY (60) DAYS BEFORE THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to Pitney Bowes upon your receipt of each invoice.

**4.0 Modification; Termination.** Pitney Bowes may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at Pitney Bowes' discretion, with notice to you. If the equipment covered by this Agreement is moved from its original location, Pitney Bowes may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 11.0. In the event of such a revision, you will receive a pro-rata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. Any such termination by you shall be effective ten (10) business days after Pitney Bowes' receipt of your notice of termination. Your notice must include your Customer account number and, if applicable, your lease number and be sent to Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225

American Drive, Neenah, WI 54956. If you breach any applicable term of this or any other agreement with Pitney Bowes or any of our affiliates, Pitney Bowes may immediately terminate this SLA. Pitney Bowes may also recover all expenses incurred in enforcing its rights under this SLA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If Pitney Bowes no longer offer maintenance service for the Equipment or this SLA is terminated by Pitney Bowes or if you have terminated this SLA as provided in this Section 4.0, Pitney Bowes' sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.

**5.0 Fees.** Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. Pitney Bowes reserves the right not to renew this SLA at any time and for any reason including, but not limited to, age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay Pitney Bowes' then applicable administrative fee assessed on delinquent accounts, including interest from its due date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is PBI's assurance that you have the authority to enter into this SLA. Pitney Bowes' acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.

**6.0 Liabilities; Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PITNEY BOWES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.

#### **7.0 General**

For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement Pitney Bowes equipment (if the equipment qualifies) at Pitney Bowes' then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, Pitney Bowes will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within thirty (30) days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to Pitney Bowes' then current chargeable rates for maintenance and emergency repair services. You may have additional remedies available under Pitney Bowes' Customer Satisfaction Guarantee Program as established by Pitney Bowes from time to time. In no event (including under the Customer Satisfaction Guarantee Program) will Pitney Bowes be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between us with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate us in any way beyond the terms of this SLA. Purchase orders or any other document that add to, vary from, or conflict with these terms are rejected. The terms of any software license agreement or software maintenance agreement between Pitney Bowes and you relating to the Equipment covered under this SLA shall have priority over the terms of this SLA. Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such

delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations.

**The Following terms apply to equipment service level agreements with training and equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements.**

**8.0 Training Services.** You may receive training during the term of this Agreement at a time mutually agreed upon by both parties. Such training will include an overview to the operator(s) on how to use the Pitney Bowes equipment covered by this Agreement. The number of training sessions that are included as part of the annual fees for your service level agreement are as follows:

- a. mail finishing products (which includes meters and scales ) receive up to twenty four (24) training sessions in each twelve month period;
- b. certain mail finishing accounting solutions receive up to four (4) training sessions in each twelve month period; and
- c. mail creation products (which includes tabletop folders, tabletop inserters and address printers and the Documatch® mailing system) receive up to four (4) training sessions in each twelve month period.

**9.0 Additional covered items.** Printheads for meters, Intellilink® equipment and printers are provided without additional charge.

**The following terms apply to equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements and/or equipment service level agreements with training.**

**10.0 Preventive Maintenance. Services.** Pitney Bowes shall perform preventive maintenance on the Equipment which shall include maintenance of all non-expendable parts, cleaning, lubrication, and adjustments, when applicable. Preventative Maintenance services shall be performed at regular intervals scheduled in advance at a time convenient for both parties and based on the manufacturers' recommended preventive maintenance schedules

**11.0 Response time.** If Pitney Bowes determines that on-site service is necessary, Pitney Bowes shall use reasonable commercial efforts to have a service technician on-site within four (4) business hours of our receipt of your call to PBI's toll free number in Section 1.0. Pitney Bowes' business hours are Monday through Friday, 8 am to 5 pm in the time zone where the Equipment is located, excluding holidays. You acknowledge, however, that this response time relates solely to the arrival of a technician at your location, and that response time does not indicate the time to resolve a problem. This is not a guarantee of problem resolution during such four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within these time frames. In your discretion, you may elect to schedule service at a time outside of the four (4) hour response time set forth herein. Products designated as service by replacement, software maintenance, preventive maintenance, operator training or other services not essential to restore equipment to a functional condition will be scheduled in advance and are not part of the response times set forth herein.

**12.0 Liquidated Damages for Failure to Meet Response Time.** Pitney Bowes agrees that if it does not respond to your site within four (4) hours of receipt of the request for service, Pitney Bowes will reimburse you a credit equal to three (3) months of the cost of the premium associated with the cost of the additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation ("Premium") upon your completion of refund form. You may request the refund form from your service technician or by calling the toll free number set forth in Section 1.0. Pitney Bowes will then review your request for a refund and shall determine whether a credit shall be issued based upon the information provided by you and a review of its own records. The credits set



**Pitney Bowes**

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forth herein are limited to credits for two (2) failures to meet the response time obligations in Section 11.0 in any twelve (12) month period.

**DEFINITIONS.** "PBI", "we" or "us" means Pitney Bowes Inc. "PBGFS" means Pitney Bowes Global Financial Services LLC. "Bank" means The Pitney Bowes Bank, Inc. "Party" shall mean each of PBI, PBGFS, Bank or you. "You" and "Your" means the customer.

**WARRANTY.** 1. **Warranty.** Pitney Bowes Equipment (hereinafter "Equipment"), Rate Software and PROM's are warranted by PBI to be free from defects in material and workmanship and to perform according to their specifications for 90 days from the date of installation. If a defect in material or workmanship or a failure to perform within specifications occurs within the first 90 days after installation, PBI will repair it or, at its option, replace it at no charge. A "defect" does not include the failure of rates embodied in a Rate Update to conform to published rates as a result of carrier rate changes. The performance of services by PBI shall be done in a professional and workmanlike manner. There is no warranty for services and repairs that are made necessary due to negligence or accident, misuse, usage which exceeds manufacturer's recommended usage, damage in transit, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. The warranty does not cover consumable parts or supplies such as belts, ink, ink rollers, sealer and moistener brushes, bulbs, felts and sponges or for parts worn out due to extraordinary use of the Equipment. 2. **Disclaimer and limitation on liability.** EXCEPT AS STATED ABOVE, PBI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBI WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**ACKNOWLEDGMENT OF DEPOSIT REQUIREMENT.** By signing this IntelliLink™ Subscription/Meter Rental Agreement, you represent that you have read the Acknowledgment of Deposit Requirement and are familiar with its terms. You agree that upon execution of this Agreement with PBI, you will also be bound by all terms and conditions of the Acknowledgment of Deposit Requirement, as it may be amended from time to time.

**USPS ACKNOWLEDGMENT OF DEPOSIT.** By electing to lease or use computerized meter resetting system ("CMRS") meter equipment, you may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account which you maintain at the Bank ("your Reserve Account") or may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank") for the purpose of prepayment of postage on CMRS-equipped meters ("Deposit"). 2. After the effective date of the lease or meter rental agreement between you and PBI, you may, from time to time, make deposits in your Reserve Account or may make Deposits in the Lockbox Bank account identified as: "United States Postal Service CMRS-PB." The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above. 3. Any deposit made by you in your Reserve Account shall be subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account. Any Deposit made by you in such Lockbox Bank account shall be credited by the USPS only for the payment of postage for CMRS equipment. Such Deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with Deposits of other customers. You shall not receive or be entitled to any interest or other income earned on such Deposits. 4. The USPS will provide a refund to you for remaining postage balances in CMRS equipment. The Lockbox Bank will provide a refund to you for deposits otherwise held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor. 5. The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so PBI can update its records. 6. PBI may deposit funds on your behalf. The USPS will make no advances. Any relationship concerning advances is between you and PBI, PBGFS and/or the Bank. 7. You acknowledge that the terms of this arrangement may be changed, modified, or revoked by the USPS, with appropriate notice. 8. USPS regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. You shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit. 9. By engaging in any transaction through the Lockbox Bank, which will have the effect of setting postage through CMRS meter equipment, your activities concerning CMRS are subject to this USPS Acknowledgment of Deposit.

**INTELLILINK® SUBSCRIPTION/METER RENTAL.** Pursuant to United States Postal Service ("USPS") regulations, PBI must own the IntelliLink® Control Center or Meter (which includes the postal security device, the user interface or keyboard and display and the print engine), and you may rent and use it solely for the purpose of processing your mail, provided that you have a valid USPS meter license and you comply with (i) these provisions and (ii) all applicable USPS regulations. Your rights of use and rental shall be coterminous with your Lease ("Initial Term") and may not be cancelled during the Initial Term. You will be billed the subscription or rental fees set forth in your Lease. After the Initial Term, the use and rental provided for herein may be cancelled by either party upon 30 days prior written notice. After termination, you must return the IntelliLink® Control Center or Meter to PBI in the same condition as you received it, reasonable wear and tear excepted. Your subscription and/or rental fees will not be increased during the Initial Term. After the Initial Term, PBI may increase the subscription and/or rental fees upon 30 days' prior written notice, provided no notice will be given if such increase is being offset by a corresponding reduction in your lease payment. When you receive notice of an increase, you may terminate this use and rental as of the date the increase becomes effective. Your IntelliLink® Control Center and/or Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program or you will receive individual rate updates as a separate charge. PBI reserves the right to recover or disable the IntelliLink® Control Center or Meter and/or terminate this use and rental at any time and for any reason. Tampering with or misusing the IntelliLink® Control Center or Meter is a violation of federal law. You must use only attachments or printing devices authorized by PBI and only supplies meeting PBI's specifications. Consumable supplies and postage are your responsibility. From time to time, we may access or download information remotely from your mailing system equipment powered by IntelliLink® technology to provide us with information about your postage usage amounts and patterns. Such information enables us to provide you with the best customer support and information about other products and services that may be of use to you, and some of the access and/or information may be necessary in order to conduct an inspection as required by USPS regulations. Any individually identifiable information that we obtain about you in this manner will not be shared by us with any third parties. From time to time, we may elect in our sole discretion to share aggregate data about our customers' postage uses with third parties. Please contact us if you have any questions about these data collection and/or sharing practices. You will notify PBI prior to moving the IntelliLink® Control Center or Meter to a different location. In order to obtain postage, you must contact PBI's POSTAGE BY PHONE® data center. Postage refill fees, if any, will not increase during the Initial Term but thereafter refill fees may be increased upon 30 days prior written notice. If you participate in any PBI, PBGFS and/or Bank postage advance programs, payment will be advanced on your behalf to USPS, subject to repayment by you under the terms and conditions of the applicable postage advance program and billed separately from your Quarterly Lease Payment. Refunds of unused postage, if any, will be made by USPS in accordance with then current USPS regulations. Your download of postage after receipt of these terms shall be deemed your acceptance.

**SOFT-GUARD® SUBSCRIPTION/RATE UPDATES.** If the Lease includes a Soft-Guard® subscription, PBI will provide up to 6 Rate Updates during each 12 month period following the date of installation of the applicable Equipment. PBI will provide each Rate Update only if required due to a postal or carrier change in rate, service, Zip Code or zone change. Your Soft-Guard® subscription does not cover any change in rates due to custom rate changes, new classes of carrier service or a change in Zip Code or zone due to Equipment relocation. If your order does not include a Soft-Guard® subscription or if you have received the maximum number of Rate Updates under your Soft-Guard® subscription, you will automatically receive Rate Updates or additional Rate Updates, as applicable, at the then-current list price. If you do not elect to



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purchase a Soft-Guard subscription upon the execution of the Lease, you may purchase one at a later date through PBI's Customer Care Center. There will be no charge for Rate Updates supplied within 90 days after the applicable Equipment is first installed.

**PURCHASE POWER CREDIT LINE.** 1. **Purchase Power Credit Line Works.** (a) You may participate in the Purchase Power program, by providing the requisite information contemplated by section 8 below and thereafter ordering meter resets, office supplies, or other services, including carrier billing (a service to effectuate shipping transactions) through the Purchase Power program, whichever is applicable (the "Program"). If you subscribe to the EasyPermitPostage® service, you may utilize the Purchase Power credit line to pay for permit postage and associated USPS fees. When you or an employee or agent of yours with express, implied, or apparent authority to do so (an "Authorized User"), places such an order under the Program "on line" by telephone or otherwise, or if you utilize your Purchase Power credit line to pay for permit postage and associated USPS fees, your Purchase Power Account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. You will receive a billing statement for each billing cycle in which you have any activity on the Account. You must pay the Account balance under the terms provided herein. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance of the Account under the terms herein. 2. **Deferred Payment Terms.** By using the Purchase Power program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. The Annual Percentage Rate applicable to the Account will be calculated as follows: the Bank will take the greater of (i) 22% and (ii) the sum of (a) the highest "Prime Rate" published in the "Money Rates" section of the *The Wall Street Journal* on the last business day of the month and (b) the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of January 31, 2008, the daily periodic rate would be .056693 % and the corresponding annual percentage rate would be 20.75%). The Account balance that is subject to a finance charge each day will include (i) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (ii) unpaid interest, fees, and other charges on the Account. The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line. 3. **Account Charges.** Unless prohibited by applicable law, you agree to pay such fees and charges of which the Bank has given you notice, as the same may be in effect from time to time, including, without limitation, the fees and charges relating to: (a) transaction fees, if applicable; (b) your failure to pay in a timely manner; (c) your exceeding your credit line; and (d) fees attributable to the return of any checks that you give to the Bank as payment of the Account. Without limiting the generality of the foregoing, if you have subscribed to the EasyPermitPostage® service, you agree to pay a transaction fee in respect of permit postage and associated fees financed through the Account during any billing cycle to the extent that the amount so financed exceeds \$1,000, if your subscription is Level 1, \$5,000, if your subscription is Level 2, and \$10,000, if your subscription is Level 3, which fee shall be 65% of the amount of such excess for such billing cycle. 4. **Account Cancellation and Suspension.** The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. No cancellation or suspension will affect your obligation to pay any amounts you owe. 5. **Enforcement.** If you fail to observe the provisions hereof, the Bank may declare the entire Account balance due and payable. If the Bank is required to take collection action or any other legal action related to the Account, you will be responsible for all court and collection costs and reasonable attorneys' fees. 6. **Amendments; Termination.** The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you. Each time you use the Program, you are signifying your acceptance of the terms and provisions as then in effect. Any amendment will become effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time. The Bank will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program. 7. **Miscellaneous.** The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" without compromising any rights. The Program and advances thereunder shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law. 8. **USA PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or such other documents and information that will allow the Bank to identify him/her

**VALUE BASED SERVICES.** 1. **Fees.** If your lease includes Value Based Services, these services will be made available to you through your IntelliLink® Subscription, and the fees ("Fees") for these services will be included in your Quarterly Lease Payment. Your Fees will not be increased during the Initial Term. After the end of the Initial Term, we may increase the Fees, but we will give you thirty (30) days' prior written notice. When you receive this notice of an increase, you may terminate these services as of the date the increase becomes effective. If at any time you request a change to your Value Based Services, the Fees will be adjusted. 2. **Limited Warranty.** We warrant that, for a period of ninety (90) days from the date of delivery, the Value Based Services will perform substantially in accordance with their specifications under normal use. This warranty is void if the failure to perform is due to negligence or accident, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. We are only responsible for maintenance of the performance of the Equipment. Equipment performance will be governed by the warranty terms found in the Equipment Guide. EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE VALUE BASED SERVICES ARE PROVIDED WITHOUT ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to you. 3. **LIMITED LIABILITY.** WE WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE SERVICES, INCLUDING INCIDENTAL CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 4. **Termination.** We shall have the right to terminate the services if you breach your obligations hereunder and fail to cure such breach within thirty (30) days after you have been notified in writing of such breach. 5. **USPS Provided Services.** If one or more of the Value Based Services you selected is provided by the USPS, then the description of those services and the applicable terms for usage can be found in the USPS Domestic Mail Manual as it may be amended from time to time by the USPS. Any fees charged by the USPS for any special service you purchase will be payable by you in the same way that you pay for postage. The USPS is solely responsible for acceptance and processing of customer requests for Value Based Services. We are not responsible for the results of any malfunctions of any part of the communication link (i.e., telephone lines connecting the IntelliLink® Control Center with the USPS data system). If USPS discontinues a service you have selected, we will discontinue such service automatically.

**ENTIRE AGREEMENT.** This Equipment Guide constitutes the entire agreement between the parties as to the subjects addressed in this Equipment Guide, and representations or statements, oral and written, not included herein are not binding on the parties.



# Streamline your mailstream

Mail is a vital tool for communicating with your customers, whether it is in the form of invoicing, marketing, product shipment, or other important communications. Yet, for many businesses, mail is the last frontier for business process improvements. Advancements in technology make this a great time to streamline your mail center.

The DM800™ Series Digital Mailing System is the first step to improved processes. It's easy to use, reliable and delivers high levels of productivity — configured in a way that meets your specific needs. It's a business solution that brings cost controls, process improvements and accounting functions right to your mail center. Designed for busy mailers, the DM800™ can help you automate your mail center and make it run as efficiently as other parts of your business.

## Use technology to benefit your bottom line



IntelliLink® Technology provides a single-source access to Pitney Bowes, the Postal Service™ and other carriers. The IntelliLink® Command Center automates all the system's functions, including USPS® and carrier rate updates, access to USPS® Special Services and instant access to DM series™ operating system updates. With IntelliLink® technology, you get critical 24/7 management of postage payments in addition to new feature downloads to help you meet your changing needs. In addition, you benefit from the high-powered mail services available exclusively from Pitney Bowes, including "My Account" at pb.com giving you just-in-time account information.

**Minimal Training** – Easy to follow prompts on the IntelliLink® Command Center help guide operators through the steps needed to process the mail. Repetitive jobs can be pre-programmed for faster processing.

**USPS™ Compliant** – The DM800™ series is fully compliant with USPS® requirements for secure postage printing, delivery and tracking information via the web, Information Based Indicia (IBI), and the latest technology for the Postal Security Device.

**Automatic Software Updates** – Your system's software will always have the latest enhancements via automatic downloads, keeping your system current.

**Track Mail Electronically** – Take advantage of on-line account information, order supplies, request service, review your equipment inventory and much more with "My Account" at pb.com.

**Process USPS® Special Services** – Electronic Delivery Confirmation™, Signature Confirmation™ and Certified Mail™ can be processed through the IntelliLink® Command Center.

## Process improvements equal significant savings in time and postage

**Gain accountability** – The DM800™ Series Mailing System makes it easy to keep an eye on all your postage expenses.

**Standard INVIEW™ Accounting** – Tracks and displays postage expenses for up to 50 accounts. A built-in keypad allows the full naming of accounts, and speed codes provide for quick selection as well as 15 operators, transaction level data and enhanced reporting capabilities.

**Expanded accounting options** – Increase your reporting capabilities with Pitney Bowes' Budget Manager and expand your accounts up to 1,500. And to maximize visibility and control, the DM Series™ Mailing Systems integrates with Business Manager, our PC-based accounting solution.

# Realize mail operations cost control

**Mixed Mail Feeding** - Handles mail ranging from postcards to 10"x13" flats up to 5/8" in thickness - in a single stream, eliminating manually sorting of varying types of mail.

**Weigh-on-the-Way™** - Our patented technology in conjunction with Shape Based Rating functionality, maximizes efficiency by processing mixed weight and mixed sized material up to 16 oz. - automatically and in a single operation. Each piece is weighed and measured, the proper postage is calculated and imprinted at speeds of up to 115 letters per minute.

**Differential Weighing** - This feature enables you to place mixed mail pieces on the scale and as you remove a single piece from the stack, the correct postage is calculated and printed.

**Optional Smart Class** - Allows processing of different classes in one mail run based on user defined weight breaks.

**Interfaced Weighing Platform** - The flexibility is yours to configure the best system for your mailing application by choosing from four weighing options: 15 lb., 30 lb., 70 lb. or 149 lb.

**Carrier Rates** - Realize rate shopping flexibility between carriers with Standard Rates for UPS and FedEx.

**Postage Pass** - Automated postage refill ensures you never run out of postage.

**Dual Tape Capability** - A standard feature to apply either gummed or pressure sensitive tape to virtually any material.

**Time/Date Stamp** - Mark incoming mail as "RECEIVED" with date and time to expedite handling.

**Job Presets** - Doing a lot of routine jobs? No problem! The system can store in memory up to 25 of your everyday jobs so that even new operators can run the application easily.

*Weighing  
Shown with optional  
15lb. Integrated  
Weighing Platform*

*IntelliLink® Command Center  
A centralized point of operations  
offers ease of use and access to  
services*

*Fast Processing  
Automatic feed up  
to 230 letters per  
minute*

*Drop Stacker  
5" stacking  
capacity*

*Versatile  
Process and seal up  
to 5/8" thickness*

*Sturdy Work Table  
A full range of furniture  
options and design*

*Weigh-On-The-Way™ in-line  
weighing eliminates sorting  
by weight, processes up to  
115 letters per minute*

*Envelope Ads  
Add messages to your mail  
with a choice of downloadable  
envelope ads*



# DM800™ specifications

<b>Size/Sound</b>	36"L x 18"H x 22"D (Base System) - WOW™ Module adds 20"L - Drop Stacker adds 12"L - Power Stacker adds 31"L Sound Level: less than 68 dba
<b>Weight</b>	Base System 72 lbs. WOW Module 35 lbs. Power Stacker 31 lbs.
<b>Electrical</b>	Operates on 100-240 VAC, 50/60Hz, 6.5 amps max. - UL and CSA Approvals Energy Star Compliant
<b>Productivity</b>	DM825 - Up to 200 letters per minute in non-WOW™ mode - Up to 100 letters per minute in WOW™ mode  DM875 - Up to 230 letters per minute in non-WOW™ mode - Up to 115 letters per minute in WOW™ mode
<b>Media Specifications</b>	- Envelope Size Min. - 3 1/2" x 5" Max. - 13" x 13" (non-WOW™ mode) 10" x 13" (WOW™ mode) - Thickness Min. - .007", Max. - 5/8" - Width of Flap Min. - 1", Max. - 3"
<b>Connectivity Requirements</b>	Constant Connection - High Speed Internet Connectivity - Supplied installation kit includes LAN adapter 14' phone cord - IntelliLink™ Command Center easily detaches to simplify connections. - Optional analog modem connectivity available
<b>Standard Operating Features</b>	Auto-Dating Multiple Tapes (1-99) Low Postage Alert High Value Protection Original Value Resetting Sealant Level Indicator Seal Only And No Seal Modes Low Ink Alert Password Security Standard Envelope Advertisements Standard Postal Inscriptions Maximum Thickness Warning Time/Date Stamp Custom Text Messaging Postage Pass
<b>Options</b>	PC Interface Report Printer Barcode Scanner Weigh-On-The-Way™ Differential Weighing Budget Manager Accounting Business Manager Accounting Power Stacker Weighing Platforms (15 lb., 30 lb., 70 lb., 149 lb.) Residual Rates

Pitney Bowes, the Corporate Design, Engineering the flow of communication, DM Series, DM800, Intelli-Link, Weigh-on-the-way, WOW and INVIEW are trademarks owned by Pitney Bowes Inc. USPS, Certified Mail, Delivery Confirmation, Delivery Confirmation and Signature Confirmation are trademarks owned by the United States Postal Service. All others are trademarks are the property of the respective

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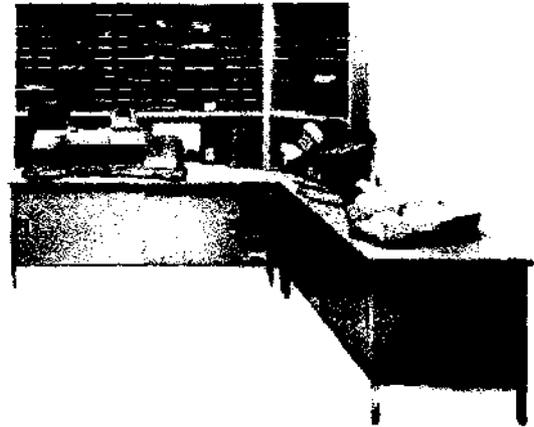
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## Products and services to meet your specific needs

Creating an efficient mail center means streamlining operations and controlling costs. No matter how simple or complex your mail and parcel processing needs are, Pitney Bowes consultants are the experts in helping customers gain control of postage and shipping costs while improving overall efficiency.



## Service professionals ready when you need them

If you do need service, our nationwide network of 1500 trained Pitney Bowes professionals are there to help. Our Computer Enhanced Service Management System lets us record your request, instantly call up a complete history of the equipment, and quickly dispatch a local Customer Service Representative with the right skills.

## Guaranteed satisfaction

At Pitney Bowes, we are committed to providing our customers with the finest products backed by the highest quality service, and we won't be satisfied until you are satisfied. Ask your sales representative for more information on our Customer Satisfaction Guarantee.



*Engineering the flow of communication™*

World Headquarters  
 1 Elmcroft Road  
 Stamford, CT 06926-0700

For more information call toll-free:  
 1-800-322-8000





EasyPermitPostage®

# Now, Permit Postage Runs On Your Schedule

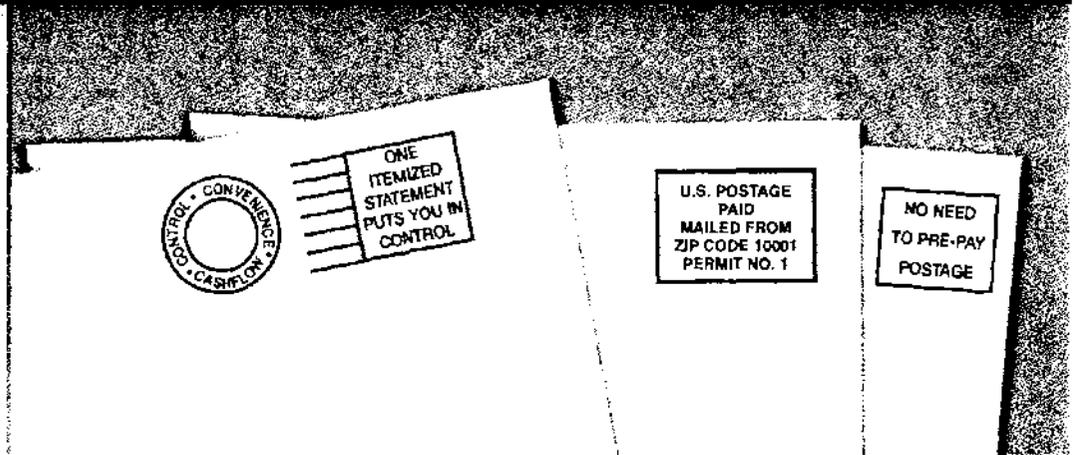
## MAIL NOW. PAY LATER FOR PERMIT POSTAGE

- > No pre-payment checks
- > Fewer steps involved
- > One itemized statement
- > Improved cash flow
- > No chasing refunds

**Contact your Pitney Bowes sales consultant today!**

## ONE STATEMENT, ONE PAYMENT AND ZERO AGGRAVATION

- > No matter how many permits you manage



EasyPermitPostage® – mail now and pay later on permit mail.

Now when you send permit mail, you can pay the same easy way that you can pay for meter postage with Pitney Bowes.

- > No pre-payments required
- > No rush checks
- > No need to estimate postage
- > No mail delays

Simply drop off your mail and pay for it later – after your statement arrives.

Now you can hold onto your funds longer.

Whether you are marketing to new prospects, invoicing existing clients or fundraising, you will have the ability to pay for postage after you mail. This convenient, automated service ensures you pay only for the permit postage you've actually used. Plus, you even control how much you pay each month, choosing the full amount, the minimum payment or anything in between.

MORE CONVENIENT ➤ IMPROVED CASH FLOW ➤ GREATER CONTROL

# Paying later for postage – metered and permit – saves you time, money and hassles.

## MAIL ON TIME, EVERY TIME.

Never worry about running out of postage again.

## GET STARTED TODAY.

Improve your permit mail process and improve your bottom line, too.

One itemized statement puts you in control.

With permit mail added to your Pitney Bowes account, you'll receive one monthly statement that consolidates all your postage expenses. Line-item details simplify record keeping, making it easier to track costs and manage your account.

Here's how easy it is.

1. Drop off permit mail at the Post Office (no payment required)
2. You receive a monthly statement for the exact postage
3. Pay by the statement due date – in full or over time

## FREQUENTLY ASKED QUESTIONS:

What does this service do?

This convenient, automated service eliminates the need to pre-pay or bring a check to the Post Office for postage on permit mail. You'll receive a statement once a month showing the exact postage used, so you can mail now and pay later. No more mad dashes to the Post Office. Or estimating your monthly permit mail expenses. Or missing mail dates.

Do I change how I send permit mail?

No. You'll send permit mail the same way you do today, from the same Post Office – only now, paying for postage will be a lot more convenient.

What if I have multiple permits?

You'll receive one statement that recaps every detail no matter how many permits or locations you manage.

Can I combine permit and metered mail on the same statement?

Absolutely. You can opt for one consolidated statement that lets you pay for all of your company's postage with a single check.

Increase efficiency from start to finish.

Pitney Bowes mailstream solutions make it easy for you to create more effective mailings.

Whether you're looking to find the right prospects, add personalization or automate production, we'll save you time and money at every step – right down to the postage.

## How Effective Is Your Mailstream?



*Pitney Bowes has the software, services and hardware for end-to-end mailstream solutions that integrate and optimize the flow of mail, documents and packages across a range of business operations.*



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World Headquarters  
Stamford, CT 06926-0700

For more information call:  
1-888-737-6486  
[www.pb.com](http://www.pb.com)

# The D1400 FastPac™ Inserting System

Mail is a time-proven method for delivering your message. It's the key link between you and your customers, and it's a key element in winning new customers.

All your critical communications flow through the mail — outbound invoices, incoming payments, promotional mailings that generate orders, as well as payroll and critical employee communications. Hand folding and basic mailing machines frequently can't keep up with the automation level of the rest of your operation, or with the ever-increasing standards of productivity and reliability demanded by management.

Is your mailing function as productive as the rest of your operations?

## Automate Your Folding And Inserting To Make Your Office More Productive

Now the D1400 FastPac™ Inserting System from Pitney Bowes gives your staff a leg up on productivity. The D1400 makes the advanced technology of our high volume, production mailing systems available for mail center applications. By folding and inserting up to seventeen times faster than by hand, the D1400 gets your mail out the door faster. And, its small footprint and contemporary design make it perfect for the mail center environment.

- Get the mail out fast with cycle speeds of up to 3500 pieces per hour.
- Reload on-the-fly for maximum productivity — when one sheet feeder empties, the system automatically switches to the other full feeder.
- Get maximum throughput with the lowest fault rate in its class.

### A typical D1400 application:

1. An invoice and a product promotion sheet are gathered and folded together.
2. A reply envelope is nested inside the folded invoice.
3. The completed piece is inserted into an envelope and the flap is sealed.

Sheet Feeders each feed a single sheet for predetermined number of sheets with OMR option into a mail piece. The pages from one or both feeders are then gathered and folded together.

Command Center allows up to 20 jobs to be preset and saved in memory for error-free job change-overs.

Insert Feeder adds a piece that does not need folding (i.e. a coupon, a reply envelope, or a pre-folded flyer) and nests it in with the folded material from the Sheet Feeder.

The completed piece is inserted into an envelope, then the envelope is sealed and neatly stacked.

Envelope Feeder delivers outer envelope for inserted material.



The D1400 FastPac™ Inserting System

## Easy To Use — Even For New Users

The D1400 Inserter knows your routine jobs, and it will guide even a novice through the easily understood operating procedures.

- Program up to 20 jobs in the inserter's memory for automatic set-up of regular applications.
- Get visual and text based prompts to guide job set-up at the LCD Command Center.
- It's easy to do the job right with automatic adjustments for fold settings and page separation.



## A Flexible System Designed To Work Your Way

The D1400 FastPac™ Inserting System is extremely flexible at handling a wide range of paper and envelope formats.

- Flexible design allows for either one or two Sheet Feeders to be combined with the standard Envelope and Insert Feeders.
- Handles a wide range of materials to satisfy almost all applications.
- Enjoy optimum feeding flexibility with a wide variety of folding options. The system can also handle "fold only" applications that do not require insertion.
- Fold and insert a single communication (up to 5 pages), using the manual feed, daily mail mode.
- Run a sample piece for accuracy and inspection with the trial piece mode.

Simplified set-up delivers maximum productivity. You can pre-program and store even complex jobs to minimize set-up time between multiple runs.

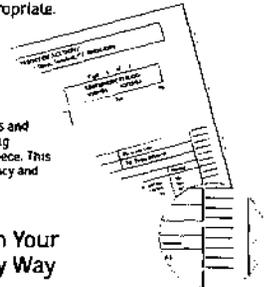
## Add Optional Optical Mark Recognition For Customization Of Each Mail Piece

Optical Mark Recognition (OMR) makes it easy to control the contents of each individual mail piece. OMR lets you collate multi-page documents that vary from as few as a single page to as many as 5 pages from a single sheet feeder, and incremental inserts can be included in the collation if extra feeders are used.

The D1400 with OMR assures that your customers receive not just the right number of pages — it assures that they will receive the right pages.

You can also include inserts selectively. Whenever there is room left in a one ounce postage break, you can use it to promote your service or product. You can even use this feature for target marketing by adding inserts based on the recipient's profile. For example, a gender specific campaign for Valentine's Day is always appropriate. With OMR and the batch function, you can also create tray breaks to earn postal discounts.

The D1400 reads OMR marks and interprets specific processing instructions for each mail piece. This ensures the security, accuracy and confidentiality you need.



## Putting OMR Marks On Your Documents — The Easy Way

Pitney Bowes can supply templates to assist you in the printing of OMR marks on your documents.

However, we've found that a simpler way is to combine PB First™, our revolutionary file importing, reformatting and sorting software utility with the integration services of our Pitney Bowes systems engineers. There are several benefits to this approach:

- Ensures the correct application of OMR Marks.
- Eliminates costly preprinted forms.
- Structures your output files for maximum processing efficiency.

When you place OMR or dash marks on each sheet in your collation, the D1400 will optically scan and interpret them into system control commands.



The DI 400 fits right into your office environment.

### A Reliable System From A Company You Can Count On

At Pitney Bowes Mailing Systems, we are committed to providing our customers with reliable products backed by the highest quality of service. If the job needs to be done accurately and fast, the DI400 is the answer.

- State-of-the-art Paper Handling capabilities maximize uptime while virtually eliminating document damage.
  - Short paper path
  - Automated paper separation controls
  - Trial piece mode to verify proper set-up
- Double Document Detectors on each feeder automatically detect multiple feeds, so you can be assured that the final collation your customers receive is accurate.
- Customer Satisfaction Guarantee™ that promises, "We won't be satisfied until you are."

### Product Specifications

- Dimensions:
  - 38" long without catch tray
  - 29" footprint
  - 24" high
  - 20" deep
- Electrical: 110 VAC, 60 Hz
- Weight 127 lbs.
- UL approved.



Engineering the flow of communication™

World Headquarters  
Stamford, CT 06926-0700

### Material Specifications

- Paper Weight:
  - 16 to 32 lbs. - Sheet Feeder
  - 19 to 48 lbs. - Insert Feeder
  - 17 to 26 lbs. - Envelope Feeder.
- Paper Dimension:
  - 5" x 5" to 9" x 16" - Sheet Feeder
  - 3 1/5" x 5" to 6" x 9" - Insert Feeder
- Envelope Dimension:
  - 3 1/2" x 8 2/3" to 6 3/8" x 9 1/2" - Envelope Feeder.
- Collation Thickness: Maximum of 2 mm/.08". Will insert into #9, #10, 6"x 9" and 6"x 9 1/2" envelopes.

### The DI400 with and without OMR is available in one configuration:

- Two sheet feeders and one insert feeder.

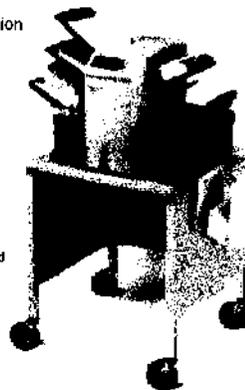
### Optical Mark Recognition Specifications

Basic OMR Marks [Optional] – For Varying Number of Pages Per Document & Improved Integrity

- Benchmark
- Beginning Of Collation
- End Of Collation
- Parity
- Safety

Advanced OMR Marks [Optional] – For Select Feeding and Top Level Integrity

- Benchmark
- Beginning Of Collation
- End Of Collation
- Parity
- Safety
- Select Feed
- Batch
- Wrap Around Sequencing



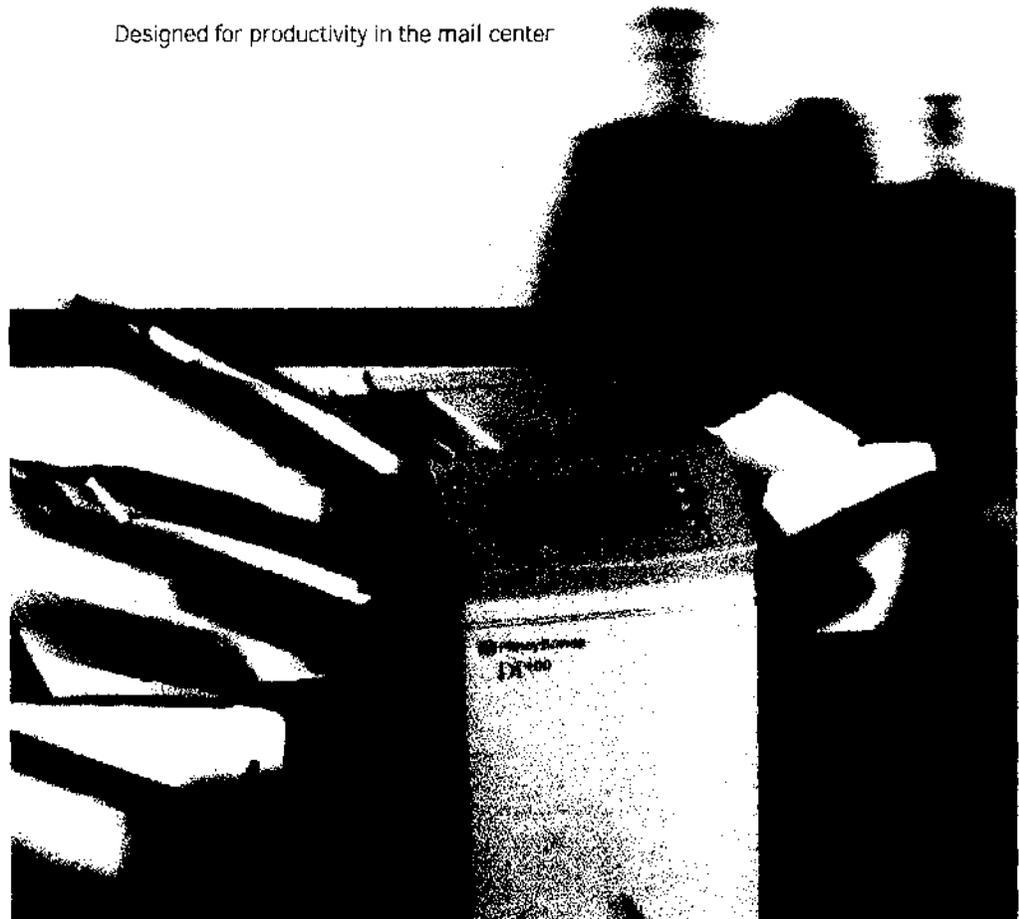
DI 400 Inserter on optional Rolling Stand



## DI 400

# FastPac™ Inserting System

Designed for productivity in the mail center



Council Chambers  
Municipal Building  
May 26, 2009

The McAlester Airport Authority met in a Regular session on Tuesday, May 26, 2009, at 6:00 P.M. after proper notice and agenda was posted May 21, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason, William J. Ervin, Jr. & Kevin E. Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Condit seconded by Mr. Wilkinson to approve the following:

- **Approval of the Minutes from the May 12, 2009, Regular Meeting of the McAlester Airport Authority.** (*Cora Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of May 13, 2009 through May 26, 2009.** (*Sherry Alessi, Assistant Chief Financial Officer*) In the amount of \$1,072.55.

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

AYE: Trustees Browne, Wilkinson, Garvin, Mason, Fiedler, Condit & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Condit moved for the meeting to be adjourned, seconded by Mr. Wilkinson. The vote was taken as follows:

AYE: Trustees Browne, Wilkinson, Garvin, Mason, Fiedler, Condit & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

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Kevin Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
May 26, 2009

The McAlester Public Works Authority met in a Regular session on Tuesday, May 26, 2009, at 6:00 P.M. after proper notice and agenda was posted May 21, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson Buddy  
Garvin, Sam Mason, William J. Ervin. Jr. & Kevin E. Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Condit and seconded by Mr. Browne to approve the following:

- **Approval of the Minutes from the May 12, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of May 13, 2009 through May 26, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$79,100.17.

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

AYE: Trustees Wilkinson, Garvin, Mason, Fiedler, Condit, Browne & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Condit moved for the meeting to be adjourned, seconded by Mr. Browne. The vote was taken as follows:

AYE: Trustees Wilkinson, Garvin, Mason, Fiedler, Condit, Browne & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

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Cora Middleton, Secretary