



McAlester City Council

NOTICE OF MEETING

AMENDED Regular Meeting Agenda

Tuesday, June 11, 2013 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

- Steve Harrison.....Mayor
Weldon Smith.....Ward One
John Titsworth.....Ward Two
Travis Read.....Ward Three
Robert Karr.....Ward Four
Buddy Garvin.....Ward Five
Sam Mason, Vice Mayor.....Ward Six
- Peter J. Stasiak.....City Manager
William J. Ervin.....City Attorney
Cora M. Middleton.....City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Robert Tate, First Indian Baptist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the May 21, 2013 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for May 22, 2013 to June 4, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33460-TW. *(Cora Middleton, City Clerk)*
- D. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living. *(Peter J. Stasiak, City Manager)*
- E. Consider and act upon, a request from the Pittsburg County Regional Expo Authority for funding in the amount of \$9,000. *(Peter J. Stasiak, City Manager)*
- F. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, City Manager)*
- G. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester. *(Peter J. Stasiak, City Manager)*
- H. Discussion and possible action, a funding request of \$18,000 for the Old Town Association 17th Wild West Festival, October 5, 2013. *(Old Town Association, Eddie Gray/Councilman Buddy Garvin)*
- I. Consider and act upon, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- J. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*
- K. Consider and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2013 through June 30, 2014. (No increase in service rates – same as last year.) *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*
- L. Consider and act upon, a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of

consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

- M. Ratify and approve an agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*
- N. Consider and act upon, authorizing the Mayor to sign a Resolution extending Healthcare Coverage with Oklahoma Public Employees Health & Wellness in the amount of \$469.10/per full time regular employee for a period of July 1, 2013 through June 30, 2014, and appointing a member of the City Council to the OPEH&W Plan Board. *(Pamela Kirby, Human Resources Manager & Peter J. Stasiak, City Manager)*
- O. Ratify and approve application with for a dental insurance plan for all full time regular employees with **Guardian** for the period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
- P. Ratify and approve application with **Superior Vision Services, Inc.** for vision care for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
- Q. Ratify and approve application and participation agreement with **Lincoln National Life Insurance Company** for Life Insurance and Long Term Disability Insurance for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
- R. Consider and act upon, authorizing the Mayor to sign a Letter of Agreement between the Oklahoma Tobacco Settlement Endowment Trust and City of McAlester for grant funds received from the Oklahoma Tobacco Settlement Endowment Trust Fund (TSET), through the Healthy Communities Incentive Grant Program. *(Pamela Kirby, Human Resources Manager)*
- S. Consider, and act upon, a one (1) year Agreement between the City of McAlester and McAlester Regional Health Center Authority (MRHC) for services of MRHC's Wellness Center Facility for City Employees *(Pamela Kirby, Human Resources Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- **TO RECEIVE PUBLIC COMMENT ON CITY OF MCALESTER PROPOSED FISCAL YEAR 2013-2014 ANNUAL OPERATING BUDGET.**

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**
- **AN ORDINANCE AMENDING THE CITY OF MCALESTER CODE OF ORDINANCES, CHAPTER 62, LAND DEVELOPMENT CODE, ARTICLE VI, SUBDIVISION REGULATIONS, DIVISION 3. DESIGN STANDARDS, GENERALLY, SECTION 62-397, SUBDIVISION DESIGN STANDARDS (A) STREETS (11). REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.**

SCHEDULED BUSINESS

1. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AUTHORIZING THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") TO ISSUE ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,890,000.00; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING EXECUTION OF AN INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (*Jon Wolff Municipal Finance Services, Inc. and Alan Brooks, Public Finance Law Group PLLC*)

Executive Summary

Motion to approve Resolution Authorizing the McAlester Public Works Authority (The "Authority") to issue its Utility System and Sales Tax Revenue Series 2013.

2. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE");

PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO. *(Jon Wolff Municipal Finance Services, Inc. and Alan Brooks, Public Finance Law Group PLLC)*

Executive Summary

MOTION TO APPROVE RESOLUTION WITH RESPECT TO A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE")

3. Discussion and act upon, a Resolution confirming the City of McAlester has the resources or can obtain the resources necessary to provide Economic Development service to the Citizens of McAlester. *(Councilman Travis Read)*

Executive Summary

Motion to approve Resolution to conduct economic development activities internally within the City of McAlester organizational structure.

4. Discussion and act upon, a contract requesting funding for economic development services between MPower Economic Development Corporation and the City of McAlester. *(MPower Board of Directors)*

Executive Summary

Motion to approve the contract with MPower E.E. for FY 13/14.

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

Executive Summary

Motion to approve the budget amendment ordinance.

6. Consider, and act upon, approval of special claims list attached hereto for pay-off of capital leases. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the special claims list.

7. Consider and act upon, authorizing the Mayor to sign a Master Agreement for Internet Services between the City of McAlester and AT&T. (*James Stanford, IT Computer Specialist*)

Executive Summary

Motion to approve Master Agreement for Internet Services.

8. Consider and act upon, authorizing the Mayor to sign a Service Agreement with MegaPath for local and long distance phone calling for the City of McAlester. (*James Stanford, IT Computer Specialist*)

Executive Summary

Motion to approve agreement with MegaPath.

9. Consider and act upon a Resolution of Support for the Southwinds Aldridge Apartments, LP for Development for the Aldridge Apartments, LP Development and authorizing a monetary contribution from Economic Development funds in minimum amount of \$14,001.

Executive Summary

Motion to approve a Resolution of support for Economic Development and promoting affordable housing, and authorizing a monetary contribution from Economic Development funds in minimum amount of \$14,001 or combination of in-kind services with a monetary contribution to offset the remaining obligation up to \$14,001.

10. Consider and act upon, authorizing the Mayor to sign a Mutual Aid Interlocal Agreement between the City of Savanna and the City of McAlester to combine and coordinate resources for responses to calls for services.

Executive Summary

Motion to approve the Mutual Aid Interlocal Agreement with the City of Savanna.

11. Consider and act upon, an Ordinance amending the City of McAlester Code of Ordinances, Chapter 62, Land Development Code, Article VI, Subdivision Regulations, Division 3, Design Standards, Generally, Section 62-397, Subdivision Design Standards (A) Streets (11). Repealing all conflicting Ordinances; and Declaring an Emergency. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve amending Ordinance of the City of McAlester Code of Ordinances, Chapter 62, Section 397. Subdivision Design Standards (A) Streets (11).

12. Ratify and approve, an Agreement for the Fireworks Display for the 2013 show scheduled July 4th, 2013. (*Jerry Lynn Wilson, Expo Center Manager*)

Executive Summary

Motion to approve agreement for the 2013 Firework Display with Liberty Pyrotechnics, LLC in the amount of \$13,495.00.

13. Consider, and act upon, a Professional Services Agreement with a consultant to be named for the design of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with a consultant, to be named on June 11, 2013, for the design of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 28, 2013 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 4, 2013. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). (*Peter J. Stasiak, City Manager*)

- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2013 through June 30, 2014. (No increase in service rates – same as last year.) (*James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item L, a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item M, an agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item N, authorizing the Mayor to sign a Resolution extending Healthcare Coverage with Oklahoma Public Employees Health & Wellness in the amount of \$469.10/per full time regular employee for a period of July 1, 2013 through June 30, 2014, and appointing a member of the City Council to the OPEH&W Plan Board. (*Pamela Kirby, Human Resources Manager & Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item O, to approve application with for a dental insurance plan for all full time regular employees with **Guardian** for the period of July 1, 2013 through June 30, 2014. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item P, to approve application with **Superior Vision Services, Inc.** for vision care for full time regular employee for a period of July 1, 2013 through June 30, 2014. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item Q, to approve application and participation agreement with **Lincoln National Life Insurance Company** for Life Insurance and Long Term Disability Insurance for full time regular employee for a period of July 1, 2013 through June 30, 2014. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item R, to authorize the Mayor to sign a Letter of Agreement between the Oklahoma Tobacco Settlement Endowment Trust and City of McAlester for grant funds received from the Oklahoma Tobacco Settlement Endowment Trust Fund (TSET), through the Healthy Communities Incentive Grant Program. (*Pamela Kirby, Human Resources Manager*)
- Confirm action taken on City Council Agenda Item S, a one (1) year Agreement between the City of McAlester and McAlester Regional Health Center Authority (MRHC) for services of MRHC's Wellness Center Facility for City Employees (*Pamela Kirby, Human Resources Manager*)

- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Master Agreement for Internet Services between the City of McAlester and AT&T. (*James Stanford, IT Computer Specialist*)
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Service Agreement with MegaPath for local and long distance phone calling for the City of McAlester. (*James Stanford, IT Computer Specialist*)

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 21, 2013 Special Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)
- Approval of the Minutes from the May 28, 2013 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 4, 2013. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item C, Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33460-TW. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item J, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item K, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2013 through June 30, 2014. (No increase in service rates – same as last year.) (*James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item L, a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond

- counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item M, an agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*
 - Confirm action taken on City Council Agenda Item N, authorizing the Mayor to sign a Resolution extending Healthcare Coverage with Oklahoma Public Employees Health & Wellness in the amount of \$469.10/per full time regular employee for a period of July 1, 2013 through June 30, 2014, and appointing a member of the City Council to the OPEH&W Plan Board. *(Pamela Kirby, Human Resources Manager & Peter J. Stasiak, City Manager)*
 - Confirm action taken on City Council Agenda Item O, to approve application with for a dental insurance plan for all full time regular employees with **Guardian** for the period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
 - Confirm action taken on City Council Agenda Item P, to approve application with **Superior Vision Services, Inc.** for vision care for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
 - Confirm action taken on City Council Agenda Item Q, to approve application and participation agreement with **Lincoln National Life Insurance Company** for Life Insurance and Long Term Disability Insurance for full time regular employee for a period of July 1, 2013 through June 30, 2014. *(Pamela Kirby, Human Resources Manager)*
 - Confirm action taken on City Council Agenda Item R, to authorize the Mayor to sign a Letter of Agreement between the Oklahoma Tobacco Settlement Endowment Trust and City of McAlester for grant funds received from the Oklahoma Tobacco Settlement Endowment Trust Fund (TSET), through the Healthy Communities Incentive Grant Program. *(Pamela Kirby, Human Resources Manager)*
 - Confirm action taken on City Council Agenda Item S, a one (1) year Agreement between the City of McAlester and McAlester Regional Health Center Authority (MRHC) for services of MRHC's Wellness Center Facility for City Employees *(Pamela Kirby, Human Resources Manager)*
 - CONFIRM ACTION TAKEN ON CITY COUNCIL AGENDA ITEM 1, WITH RESPECT TO A RESOLUTION AUTHORIZING THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") TO ISSUE ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,890,000.00; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY

OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING EXECUTION OF AN INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (*Jon Wolff Municipal Finance Services, Inc. and Alan Brooks, Public Finance Law Group PLLC*)

- CONFIRM ACTION TAKEN ON CITY COUNCIL AGENDA ITEM 2, WITH RESPECT TO A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (*Jon Wolff Municipal Finance Services, Inc. and Alan Brooks, Public Finance Law Group PLLC*)
- Confirm action taken on City Council Agenda Item 3, a Resolution confirming the City of McAlester has the resources or can obtain the resources necessary to provide Economic Development service to the Citizens of McAlester. (*Councilman Travis Read*)
- Confirm action taken on City Council Agenda Item 4, a contract requesting funding for economic development services between MPower Economic Development Corporation and the City of McAlester. (*MPower Board of Directors*)

- Confirm action taken on City Council Agenda Item 5, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, approval of special claims list attached hereto for pay-off of capital leases. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Master Agreement for Internet Services between the City of McAlester and AT&T. *(James Stanford, IT Computer Specialist)*
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Service Agreement with MegaPath for local and long distance phone calling for the City of McAlester. *(James Stanford, IT Computer Specialist)*
- Confirm action taken on City Council Agenda Item 9, a Resolution of Support for the Southwinds Aldridge Apartments, LP for Development for the Aldridge Apartments, LP Development and authorizing a monetary contribution from Economic Development funds in minimum amount of \$14,001.
- Confirm action taken on City Council Agenda Item 11, an Ordinance amending the City of McAlester Code of Ordinances, Chapter 62, Land Development Code, Article VI, Subdivision Regulations, Division 3, Design Standards, Generally, Section 62-397, Subdivision Design Standards (A) Streets (11). Repealing all conflicting Ordinances; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 13, a Professional Services Agreement with a consultant to be named for the design of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

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

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

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 _____ 2013 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
May 21, 2013

The McAlester City Council met in Special session on Tuesday, May 21, 2013, at 5:30 P.M. after proper notice and agenda was posted, May 17, 2013, at 4:25 P. M.

Call to Order

Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

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

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director, Mel Priddy, Community Services Director; David Medley, Utilities Director; Brett Brewer, Fire Chief; Jim Lyles, Police Chief; Toni Ervin, Chief Financial Officer and Cora Middleton, City Clerk

Scheduled Business

1. Consider and take action to authorize the Authority's Financial Advisor to distribute bid packets with respect to the financing of certain street improvements. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Councilman Read to authorize the Authority's Financial Advisor to distribute bid packets with respect to the financing of certain street improvements.

Before the vote, Manager Stasiak explained that this was to bring forth information regarding the financing of the City's Street Projects. He added that Jon Wolff, Vice-President Municipal Finance Services, Inc. was in attendance to review the information and answer any questions.

Jon Wolff addressed the Council congratulating them on the passing of the proposition. He then reviewed the information that his firm had obtained regarding the financing of the proposed street projects. He explained that with the decline of the City of McAlester's sales tax revenue, the firm had felt it would be prudent to be very conservative in the amount of debt that the City would create and that should sales tax revenue increase in the future the City could consider increasing the debt.

There was discussion among the Council, Manager Stasiak and Mr. Wolff regarding the term of the debt, splitting the authorized amount, when the bid packets would be due, the change in payments on the detailed document that Mr. Wolff had furnished to the Council and how the sales tax will expire before the end of the payments.

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

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider and act to approve settlement of Cox vs. City of McAlester, et al. and authorize the Mayor to execute any and all documents related thereto. (*William J. Ervin, City Attorney*)

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve the settlement of Cox vs. City of McAlester, et al. and authorize the Mayor to execute any and all documents related thereto.

Before the vote, Manager Stasiak explained that this was a settlement of the Cox Claim; the City had actually won this on a "Summary Judgment". Prior to the "Summary Judgment" the City of McAlester had offered the claimants \$25,000.00. It had been appealed and the insurance company had been able to settle this for \$30,000.00. He added that the City did have a \$10,000.00 deductible as this occurred before this fiscal year when the City was able to lower its deductible. He commented that the City Attorney recommended approval of this item.

There was a brief discussion regarding the Council previously authorizing the City Manager to settle this claim in Federal Court, if that authorization was still valid and the difference in the amount that the claim actually was settled for and the amount that was previously authorized.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Recess the Council Meeting

A motion was made by Councilman Smith and seconded by Councilman Titsworth to recess the Special Meeting to convene the McAlester Public Works Authority. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was recessed at 5:49 P.M.

The Special Meeting was reconvened at 5:50 P.M.

WORKSHOP

1. Discussion of Fiscal Year 2013/2014 Budget.

Manager Stasiak briefly updated the Council on the changes to the proposed budget since the initial presentation. He explained that this proposed budget would have an approximately \$2.8 million decrease in revenue from the 2012/2013 Fiscal Year Budget. He then informed the Council that Ms. Ervin would further review the proposed budget.

Ms. Ervin addressed the Council explaining the savings to the City regarding the employee insurance benefit, the change in the amount of insurance for the firemen, a new request from the Old Town Association and the potential savings to the City if they paid off three (3) lease/purchase agreements this fiscal year.

There was discussion among the Council, Manager Stasiak and Ms. Ervin regarding the amount of savings if the City did pay off the three (3) lease/purchase agreements, what funds would be used to pay off the lease/purchases, how the City's ambulance service expenses compared to its revenues, the missing detail in the personnel cost section, and how the monthly sales tax had been projected in the proposed budget.

Steve Foster, Chairman of the Audit and Finance Advisory Board addressed the Council explaining the he had a few questions concerning the proposed budget. Mr. Foster inquired about the change in the projected franchise tax, how worker's compensation had been projected, about the Bond Trust Funds and about the City planned to address the future landfill closure.

There was further discussion among the Council, Manager Stasiak and Ms. Ervin concerning the allocations to the separate departments from the interdepartmental funds, the Animal Control Officer in the Police Department and who would cover his duties if he were on vacation, the number of officers that were budgeted in the Police department, the number of fire personnel and how those numbers were affected by absences with in each department, the crime statistics for the City of McAlester, the funding of the various organizations within the City, insuring that funds furnished to those organizations from the City were used appropriately, furnishing the Council with statements showing how the funds were used, how the City received input from the various organizations and how the City continued to fund the organizations.

Manager Stasiak commented that the City of McAlester was facing a very difficult year but it would adapt to the future and when the economy turned around he would come back to the Council to add services.

Mayor Harrison thanked Manager Stasiak and the staff for their effort in putting the proposed budget together.

Manager Stasiak stated that the final product with all the detail would be ready by Friday. He added that the budget would need to be adopted seven (7) days before the end of the current fiscal year and the City still needed to conduct a public hearing, so a Special meeting might be needed.

Adjournment

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

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

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:04 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**MAY 22, 2013
THRU
JUNE 4, 2013**

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	BRETT BREWER	I-201305294996	01 -5431203	REPAIRS & MAI BRETT BREWER: SMALL PARTS EXP	064753	84.01
01-A00026	AT & T LONG DISTANCE					
		I-201305224981	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE SVS	064737	202.70
01-A00150	ACME JANITORIAL					
		I-620529	01 -5431203	REPAIRS & MAI JANITORIAL SUPPLIES	064774	216.74
01-A00199	ADAPCO, INC.					
		I-92933	01 -5542206	CHEMICALS CHEMICAL FOR MOSQUITO FOG	064775	812.50
01-A00200	ADAM TRUE VALUE & AG SU					
		I-262206	01 -5544206	CHEMICALS GRUB SPRAY FOR SBC	064776	900.00
01-A00267	AIRGAS, INC					
		I-1014973894	01 -5544401	CAPITAL OUTLA REPLACEMENT WELDER	064777	3,399.00
		I-9015697513	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	064777	195.70
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201305224986	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	064738	62.95
		I-201305294998	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY	064754	59.95
		I-201305294998	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WKS FAC	064754	82.95
		I-201305294998	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	064754	62.95
01-A00751	ATWOODS					
		I-1556/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064779	18.17
01-B00226	BEST WESTERN PLUS					
		I-2047	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OMCCA CONF	064785	231.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201305224985	01 -5215314	GAS UTILITY GAS EXP-315 E KREBS	064739	21.57
		I-201305224985	01 -5215317	POSTAGE GAS EXP-28 E WASHINGTON	064739	349.33
		I-201305294999	01 -5215314	GAS UTILITY -EMER RESP CTR	064755	24.71
01-C00900	CYNTHIE CUMBIE dba CUST					
		I-1206	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064854	447.00
01-D00006	D & D ELEVATOR INC					
		I-17	01 -5548316	REPAIRS & MAI MONTHLY SER FEE-ELEVATOR	064789	400.00
01-D00540	DOLESE BROTHERS					
		I-AG13048787	01 -5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	797.50
		I-AG13049452	01 -5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	931.73
		I-AG13050156	01 -5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	256.15
		I-AG13050813	01 -5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	600.78
		I-AG13052992	01 -5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	911.54
		I-AG13053623	01 -5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	1,046.52

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00540	DOLESE BROTHERS					
						continued
	I-AG13054178	01	-5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	744.26
	I-AG13054739	01	-5865403	STREETS RECON GRAVEL FOR STREET REPAIRS	064790	799.48
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-JUNE 2013	01	-5214302	CONSULTANTS LEGAL FEES-MTHLY RETAINER	064792	3,125.00
	I-MAY 2013-2	01	-5214302	CONSULTANTS LEGAL FEES	064750	1,860.00
01-G00130	GALL'S, AN ARAMARK CO.,					
	I-BC0013515	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064796	253.67
	I-BC0014119	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064796	127.50
	I-BC0014506	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064796	198.90
01-G00260	GEORGE HALIBURTON					
	I-160565	01	-5652318	ABATEMENTS CONTRACT BRUSH HOGGING	064797	612.00
	I-160566	01	-5652318	ABATEMENTS CONTRACT BRUSH HOGGING	064797	900.00
01-H00075	HARRIS CONSTRUCTION SER					
	I-1022	01	-5865403	STREETS RECON GRAVEL HAULING FEE	064799	6,286.54
01-I00110	IMPRESS OFFICE SUPPLY					
	I-035368	01	-5211202	OPERATING SUP MISC OFFICE SUPPLIES	064800	11.02
	I-035368	01	-5321202	OPERATING SUP MISC OFFICE SUPPLIES	064800	17.63
	I-035375	01	-5210202	OPERATING SUP MISC OFFICE SUPPLIES	064800	30.47
01-L00380	LOCKE SUPPLY CO.					
	I-20394967-00	01	-5542203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	064801	9.81
	I-20412509-00	01	-5542203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	064801	20.88
01-L00428	LOWE'S CREDIT SERVICES					
	C-900001 CR	01	-5544202	OPERATING SUP MISC REPLACEMENT TOOLS	064802	1,082.75-
	I-02832	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064802	7.81
	I-06388	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064802	54.83
	I-06899	01	-5544202	OPERATING SUP MISC REPLACEMENT TOOLS	064802	1,231.88
	I-07693	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064802	84.17
	I-08791	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064802	75.76
	I-08906	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064802	14.08
	I-901665-1	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064802	19.07
	I-902697	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064802	52.56
01-M00200	MAXWELL SUPPLY OF TULSA					
	I-214095	01	-5865218	STREET REPAIR GEOTEXTILE ROLLS FOR	064803	2,892.00
01-M00570	MOORE MEDICAL CORP.					
	I-976961091	01	-5431202	OPERATING SUP MEDICAL SUPPLIES-EMS	064806	117.00
	I-976983371	01	-5431202	OPERATING SUP MEDICAL SUPPLIES-EMS	064806	540.55
	I-977196201	01	-5431202	OPERATING SUP MEDICAL SUPPLIES-EMS	064806	151.65
	I-97733010	01	-5432202	OPERATING SUP EMS MEDICAL SUPPLIES	064806	84.00
	I-97734905	01	-5432202	OPERATING SUP EMS MEDICAL SUPPLIES	064806	84.00

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00765	MY-LOR, INC.					
		I-16571	01 -5431202	OPERATING SUP INCIDENT COMMAND TAGS	064808	21.71
01-MC0098	MCAFFEE & TAFT					
		I-400881	01 -5210302	CONSULTANTS/L LEGAL FEES	064809	1,642.50
		I-400882	01 -5210302	CONSULTANTS/L LEGAL FEES	064809	1,417.50
		I-400883	01 -5210302	CONSULTANTS/L LEGAL FEES	064809	607.50
		I-400884	01 -5210302	CONSULTANTS/L LEGAL FEES	064809	315.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00086752	01 -5543203	REPAIRS & MAI NOZZLE FOR POOL VACUUM	064811	170.92
01-MC0226	MC DONALDS RESTURANT					
		I-MAY 2013	01 -5321202	OPERATING SUP PRISONER MEALS	064812	96.40
01-N00250	MCALESTER NEWS CAPITAL					
		I-03611101	01 -5212317	ADVERTISING & COUNCIL PUBLICATION ADS	064813	249.00
		I-05610517	01 -5211330	DUES & SUBSCR SALVAGE BID AD	064813	80.62
		I-05610575	01 -5212317	ADVERTISING & COUNCIL PUBLICATION ADS	064813	17.50
		I-05610603	01 -5212317	ADVERTISING & COUNCIL PUBLICATION ADS	064813	44.10
01-000075	O'REILLY AUTO PARTS					
		I-0230-114622	01 -5431203	REPAIRS & MAI AUTO PARTS & SUPPLIES	064818	57.90
01-000121	OK FIRE, LLC					
		I-622	01 -5431316	REPAIRS & MAI PARTS FOR LADDER TR REPAI	064819	500.00
01-000136	OKLA SPORTING SUPPLIES					
		I-913298	01 -5321325	FIRING RANGE AMMO FOR POLICE	064820	1,461.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-052013-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	064823	2,000.00
01-000527	OKLA TRAFFIC ENGINEERIN					
		I-2	01 -5548331	EMPLOYEE TRAV ANNUAL DEQ DUES-3 EMP	064824	25.00
		I-3	01 -5865331	EMPLOYEE TRAV ANNUAL DEQ DUES-3 EMP	064824	25.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-32609-SER	01 -5215323	DAMAGES DEDUCTIBLE FOR WILLIAMS	064825	10,000.00
01-000599	OSU-CENTER FOR EXECUTIV					
		I-1-3131	01 -5213331	EMPLOYEE TRAV OMCCA CONFERENCE FEE	064826	390.00
01-P00082	PARADISE DONUTS					
		I-4629-29	01 -5215202	OPERATING SUP EMPLOYEE MTG SUPPLIES	064827	63.90
01-P00242	PETER STASIAK					
		I-201305244987	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-IAFF FOP GRIEVANCES	064740	222.67

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00340	PITTS. COUNTY ELEC. BOA	I-12-01938	01 -5101350	ELECTIONS SPEC ELECTION FEES	064828	5,232.08
01-P00451	PURCHASE POWER / PITNEY	I-12-00369	01 -5215317	POSTAGE POSTAGE FOR MACHINE	064830	2,525.00
01-P00560	PUBLIC SERVICE/AEP	I-201305224984	01 -5215313	ELECTRIC UTIL ELECT EXP-KOMAR PAVILION	064741	39.05
		I-201305224984	01 -5215313	ELECTRIC UTIL ELECT EXP-KOMAR PARK	064741	55.59
		I-201305294997	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	064756	539.76
		I-201305294997	01 -5215313	ELECTRIC UTIL ELECT UTIL-PD/NARC	064756	85.20
		I-201305294997	01 -5215313	ELECTRIC UTIL ELECT UTIL-1016 E SOUTH	064756	217.91
		I-201305294997	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	064756	26.14
01-Q00017	JOSHUA HASS dba QUALITY	I-003695	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	064831	662.15
01-R00090	RAM INC	I-38527	01 -5865212	FUEL EXPENSE DIESEL FOR STREETS	064832	3,240.00
		I-38528	01 -5547212	FUEL EXPENSE DIESEL FOR CEMETERY	064832	1,211.76
01-R00121	R & R TECHNOLOGIES, INC	I-13051601	01 -5865203	REPAIR & MAIN ROADWAY COUNTER PKG	064833	1,190.00
01-R00479	ROGER MELTON	I-710590	01 -5652318	ABATEMENTS CONTRACT MOWING	064836	790.00
01-R00482	ROBERTS TESTING SERVICE	I-322025	01 -5431316	REPAIRS & MAI ANNUAL PUMP TESTING FEE	064837	1,170.00
01-S00642	SPECIAL OPS UNIFORMS, I	I-197133	01 -5321207	CLOTHING ALLO VESTS FOR 2 OFFICERS	064839	684.99
01-S00726	STAPLES ADVANTAGE	I-31659	01 -5213202	OPERATING SUP OFFICE SUPPLIES-FAX INK	064840	65.99
		I-3195636579	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	064840	209.97
		I-3197505968	01 -5225202	OPERATING SUP COMPUTER SUPPLIES	064840	371.93
		I-3197505969	01 -5225202	OPERATING SUP COMPUTER SUPPLIES	064840	104.89
		I-3197949790	01 -5225202	OPERATING SUP COMPUTER SUPPLIES	064840	74.98
		I-3197949791	01 -5225202	OPERATING SUP COMPUTER SUPPLIES	064840	129.95
		I-3199085714	01 -5225202	OPERATING SUP COMPUTER SUPPLIES	064840	11.99
		I-3199766815	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	064840	268.95
		I-96609	01 -5213202	OPERATING SUP OFFICE SUPPLIES-FAX INK	064840	228.98
		I-98495	01 -5215202	OPERATING SUP TONER FOR PRINTER	064840	162.99
		I-98737	01 -5542202	OPERATING SUP PRINTER CARTRIDGES	064840	192.95
		I-99565	01 -5225202	OPERATING SUP COMPUTER SUPPLIES	064840	43.96
01-T00540	TREATS SOLUTIONS LLC	I-078871	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	064841	629.50

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00630	TWIN CITIES READY MIX,					
		I-80179	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064844	837.00
		I-80282	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064844	260.00
		I-80626	01 -5865403	STREETS RECON CONCRETE FOR STREET REPAI	064844	630.50
01-U00128	UNITED PACKAGING & SHIP					
		I-120817	01 -5431202	OPERATING SUP SHIPPING FEES	064846	9.96
01-V00110	VINCE PARSON					
		I-201306045015	01 -5544308	CONTRACT LABO REFEREE FEE - 11 GAMES	064855	165.00
01-W00040	WALMART COMMUNITY BRC					
		C-06359	01 -5215202	OPERATING SUP CAMCORDER FOR BID OPENING	064847	29.16-
		I-00298	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	064847	46.56
		I-01001	01 -5543202	OPERATING SUP POOL SUPPLIES	064847	128.02
		I-01391	01 -5543202	OPERATING SUP POOL SUPPLIES	064847	29.76
		I-05104	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	064847	94.96
		I-09443	01 -5215202	OPERATING SUP CAMCORDER FOR BID OPENING	064847	27.24
		I-09443	01 -5215202	OPERATING SUP CAMCORDER FOR BID OPENING	064847	325.91
01-W00072	WARREN CAT					
		C-CS100041450 CREDIT	01 -5865403	STREETS RECON EQUIP RENTAL FEE	064848	376.44-
		I-R2035901	01 -5865403	STREETS RECON EQUIP RENTAL FEE	064848	4,216.13
01-W00073	WARREN CLINIC					
		I-EG0003427	01 -5431305	PHYSICALS HAZ-MAT PHYSICALS	064849	8,140.00
01-W00193	WEDDLE SIGNS					
		I-3555	01 -5431316	REPAIRS & MAI DECALS FOR BRUSH 2	064850	40.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1609313.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064852	24.48
		I-S1610100.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064852	20.03
		I-S1610418.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064852	20.34
		I-S1611047.001	01 -5547202	OPERATING SUP FLOODLIGHT BULBS-SOCKET	064852	54.07
01-X00020	XEROX CORP-MAJOR ACCOUN					
		I-800615563	01 -5215312	EQUIPMENT REN LEASE ON COPIERS	064853	1,796.08
			FUND	01 GENERAL FUND	TOTAL:	87,474.54

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
	I-3E07010		02 -5974304	LAB TESTING LAB TESTING FEES	064773	50.00
	I-3E14064		02 -5974304	LAB TESTING LAB TESTING FEES	064773	90.00
	I-3E14066		02 -5974304	LAB TESTING LAB TESTING FEES	064773	1,200.00
01-A00362	ALLEGIANCE COMMUNICATIO					
	I-201305294998		02 -5973328	INTERNET SERV INTERNET SVS-E WWM	064754	68.65
01-B00180	UNION IRON WORKS, INC.					
	I-S1727981.001		02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	064784	19.95
	I-S1728848.001		02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	064784	12.43
01-B00314	BIO-AQUATIC TESTING, IN					
	I-43689		02 -5973304	LAB TESTING WWM TOXICITY TESTING FEES	064786	2,692.00
01-B00491	BRENNTAG SOUTHWEST					
	I-398557		02 -5974206	CHEMICALS CHLORINE FOR WTP	064787	3,194.00
	I-398558		02 -5974206	CHEMICALS ALUM FOR WTP	064787	3,286.78
	I-BSW393913		02 -5974206	CHEMICALS ALUM FOR WTP	064787	3,290.95
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201305224985		02 -5267314	GAS UTILITY GAS EXP-1212 N WEST ST	064739	145.50
01-D00540	DOLESE BROTHERS					
	I-AG13052050		02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	064790	1,462.81
	I-AG13052991		02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	064790	1,020.67
	I-RM13028910		02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	064790	450.23
01-E00324	EVANS ENTERPRISES					
	I-75263		02 -5973316	REPAIRS & MAI REBUILD PUMP AND MOTOR	064793	466.70
01-F00170	FIRST NATIONAL BANK					
	I-062013-#134		02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	064794	8,524.37
01-N00341	NORTHERN EQUIPMENT COMP					
	I-3		02 -5974402	RESIDUAL HAND RESIDUAL HANDLING IMPROVE	064815	259,874.80
01-O00275	OKLA DEPT OF COMMERCE					
	I-062013-#8908		02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	064822	1,145.83
01-O00527	OKLA TRAFFIC ENGINEERIN					
	I-1		02 -5871330	DUES & SUBSCR ANNUAL DEQ DUES-3 EMP	064824	25.00
01-U00051	UTILITY SUPPLY CO.					
	I-067829		02 -5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064845	330.75
	I-067830		02 -5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064845	132.74
	I-067831		02 -5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064845	342.78
	I-067833		02 -5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064845	113.84

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00128	UNITED PACKAGING & SHIP					
		I-120645	02 -5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	064846	31.06
			FUND 02 MPWA		TOTAL:	287,971.84

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201305294999	03 -5876314	GAS UTILITY AIRPORT	064755	41.96
01-F00170	FIRST NATIONAL BANK	I-062013-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	064794	2,510.00
01-L00428	LOWE'S CREDIT SERVICES	I-06722	03 -5876208	LAND MAINTENA CABLE TO REPAIR OH DOOR	064802	155.00
					FUND 03 AIRPORT AUTHORITY TOTAL:	2,706.96

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-E00207	EMMA E. BELLIS					
		I-201306045013	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064791	165.00
		I-201306045014	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064791	124.30
01-F00201	FLAMECO FIRE & SAFETY,					
		I-17123	08 -5549319	MISCELLANEOUS ANSEL SYSTEM INSPECTION	064795	85.00
01-R00304	RICHELLE CHEYENNE					
		I-201306045011	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064834	165.00
		I-201306045012	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064834	119.22
01-S00580	AT & T					
		I-201305224983	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	064742	166.06
			FUND 08 NUTRITION		TOTAL:	824.58

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00676	AQUATERRA ENVIRONMENTAL					
		I-0209096	09 -5864327	SUB TITLE D E CONSULTANT FEE-LANDFILL	064778	15,505.43
		I-0210546	09 -5864327	SUB TITLE D E CONSULTANT FEE-LANDFILL	064778	1,065.45
01-R00090	RAM INC					
		I-38529	09 -5864410	LAND IMPROVEM DIESEL FOR LANDFILL	064832	4,639.68
01-S00132	STEARNS, CONRAD & SCHMI					
		I-0210510	09 -5864327	SUB TITLE D E RESAMPLING FEES-WELL	064838	1,200.00
01-U00051	UTILITY SUPPLY CO.					
		I-067834	09 -5864327	SUB TITLE D E PIPE FOR LANDFILL GAS	064845	289.20
			FUND 09	LANDFILL RES./SUB-TITLE D	TOTAL:	22,699.76

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-052013-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	064810	1,166.67
01-P00450	PRIDE IN MCALESTER					
		I-052013-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	064829	2,500.00
			FUND 27	TOURISM FUND	TOTAL:	3,666.67

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00560	PUBLIC SERVICE/AEP					
		I-201305294997	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	064756	4,361.17
		I-201305294997	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV	064756	56.89
			FUND 28 SE EXPO CENTER		TOTAL:	4,418.06

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC	I-09129	29 -5324202	OPERATING SUP MISC SUPPLIES FOR 911 CTR	064847	61.89
01-W00392	WINDSTREAM CORPORATION	I-201305224980	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LINE	064743	452.49
					FUND 29 E-911	TOTAL: 514.38

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR STEVE HARRISON	I-201305224982	30 -5211360	ECONOMIC DEVE TRAVEL EXP-MDSA TRIP TO WASH	064736	1,980.02
01-M00270	MPOWER ECONOMIC DEVELOP	I-052013-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	064804	19,542.75
01-MC0134	MCALESTER MAIN STREET	I-052013-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	064810	1,166.66
01-N00347	MEHLBURGER BRAWLEY, INC	I-6MC-12-01-09	30 -5211407	14 ST/69 HWY ENG FEE-14TH & 69 SWR EXT	064816	2,042.00
01-000275	OKLA DEPT OF COMMERCE	I-062013-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	064821	282.50
01-P00450	PRIDE IN MCALESTER	I-052013-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	064829	2,500.00
01-R00464	ROBISON INTERNATIONAL,	I-052013-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	064835	2,000.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	29,513.93

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00016	C.S. DAY AND ASSOCIATES	I-3	33 -5871513	2010 CDBG PRO 2010 CDBG WTR IMP-N TOWN	064788	7,017.00
			FUND	33 CDBG GRANTS FUND	TOTAL:	7,017.00

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
	C-926205 CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	19.68-
	C-926322 CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	1.16-
	I-925081	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	7.20
	I-925118	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	11.74
	I-925770	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	77.51
	I-925772	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	3.95
	I-925982	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	12.69
	I-926010	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	20.98
	I-926014	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	2.99
	I-926029	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	19.36
	I-926052	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	104.83
	I-926125	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	12.69
	I-926202	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	74.09
	I-926222	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064780	30.76
	I-926225	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	192.00
	I-926258	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	77.47
	I-926272	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	3.19
	I-926292	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	42.19
	I-926307	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	41.01
	I-926342	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	5.34
	I-926391	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	26.99
	I-926407	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	57.83
	I-926475	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	16.21
	I-926477	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	64.48
	I-926479	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	6.90
	I-926485	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	64.48
	I-926493	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064781	79.92
	I-926513	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064782	91.56
	I-926547	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064782	57.22
	I-926554	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064782	5.70
	I-926608	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064782	27.54
	I-926659	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	064782	19.93
01-B00150	BEALES GOODYEAR TIRES					
	I-205525	35	-5862203	REPAIRS & MAI BACKHOE TIRES	064783	588.00
	I-MC-205325	35	-5862203	REPAIRS & MAI TIRE FOR POLICE VEHICLES	064783	2,295.00
	I-MC-205524	35	-5862203	REPAIRS & MAI BACKHOE TIRES	064783	615.00
01-H00019	HD ROUSE dba HDR SERVIC					
	I-0319	35	-5862203	REPAIRS & MAI TOWING CHARGE FOR S-54	064798	675.00
01-M00543	MONTAGE ENTERPRISES INC					
	C-C20775	35	-5862203	REPAIRS & MAI GEAR BOX SEAL	064805	27.92-
	I-20362	35	-5862203	REPAIRS & MAI GEAR BOX SEAL	064805	27.92
	I-20774	35	-5862203	REPAIRS & MAI GEAR BOX SEAL	064805	24.66
01-N00271	NIX FORD MERCURY INC.					
	I-142901	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	064814	35.50

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-N00271	NIX FORD MERCURY INC.		continued			
		I-143127	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	064814	40.95
		I-143262	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	064814	35.50
01-000075	O'REILLY AUTO PARTS					
		C-0230-113679 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	6.00-
		C-0230-114728 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	7.61-
		I-0230-112822	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	3.73
		I-0230-112861	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	42.22
		I-0230-112991	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	8.13
		I-0230-113134	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	52.80
		I-0230-113136	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	6.73
		I-0230-113528	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	20.94
		I-0230-113645	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	52.70
		I-0230-113652	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	70.43
		I-0230-113692	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	43.96
		I-0230-113908	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	21.66
		I-0230-113984	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	169.71
		I-0230-114427	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064817	83.94
		I-0230-114456	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	86.18
		I-0230-114562	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	8.38
		I-0230-114563	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	24.16
		I-0230-114708	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	34.84
		I-0230-114709	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	7.46
		I-0230-114942	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	58.35
		I-0230-114944	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	4.37
		I-0230-115171	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064818	206.99
01-T00612	TULSA FREIGHTLINER					
		I-63425863	35 -5862203	REPAIRS & MAI REPAIRS TO DUMP TRUCK	064843	152.32
		I-63425865	35 -5862203	REPAIRS & MAI AC LINE FOR S-53	064843	216.74
01-W00195	WELDON PARTS INC.					
		I-1030654	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	064851	9.92
		I-1034009	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	064851	100.21
		I-1034156	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	064851	7.47
			FUND	35 FLEET MAINTENANCE	TOTAL:	7,028.25

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADMIN	I-9588	36 -5215315	THIRD PARTY A W/C ADMINISTRATION FEE	064807	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-062013-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	064794	3,378.84
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-11-02-08	41 -5975406	RESIDUAL HAND RESIDUAL HANDLING IMPROV	064816	5,349.00
			FUND 41 CIP FUND		TOTAL:	8,727.84

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-T00589	TOTAL RADIO					
		I-94384	42 -5321401	CAPITAL OUTLA REPAIRS TO 911 RADIO EQUI	064842	40.90
		I-94436	42 -5321401	CAPITAL OUTLA REPAIRS TO 911 RADIO EQUI	064842	546.00
		I-94986	42 -5321401	CAPITAL OUTLA REPAIRS TO 911 RADIO EQUI	064842	606.56
			FUND 42	FEDERAL FORFEITURE FUND TOTAL:		1,193.46
				REPORT GRAND TOTAL:		464,698.95

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2012-2013	01 -5101350	ELECTIONS	5,232.08	16,000	389.12		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	2,000.00		
	01 -5210202	OPERATING SUPPLIES	30.47	2,600	48.90		
	01 -5210302	CONSULTANTS/LABOR RELATION	3,982.50	89,500	65.23		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	222.67	5,900	946.99		
	01 -5211202	OPERATING SUPPLIES	489.94	5,300	1,226.11		
	01 -5211330	DUES & SUBSCRIPTIONS	80.62	600	43.81		
	01 -5212317	ADVERTISING & PRINTING	310.60	1,750	190.96		
	01 -5213202	OPERATING SUPPLIES	294.97	4,000	1,425.14		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	621.00	2,321	379.34		
	01 -5214302	CONSULTANTS	4,985.00	135,200	712.30		
	01 -5215202	OPERATING SUPPLIES	550.88	6,000	566.07		
	01 -5215312	EQUIPMENT RENTALS	1,796.08	37,900	1,223.93-	Y	
	01 -5215313	ELECTRIC UTILITY	963.65	299,319	54,543.42		
	01 -5215314	GAS UTILITY	46.28	14,000	3,485.37		
	01 -5215315	TELEPHONE UTILITY	202.70	33,761	3,998.14		
	01 -5215317	POSTAGE	2,874.33	12,600	2,108.82		
	01 -5215323	DAMAGES	10,000.00	21,985	75.00-	Y	
	01 -5225202	OPERATING SUPPLIES	737.70	1,600	381.05		
	01 -5321202	OPERATING SUPPLIES	114.03	11,923	2,724.30		
	01 -5321207	CLOTHING ALLOWANCE	684.99	28,477	685.50		
	01 -5321325	FIRING RANGE	1,461.00	12,500	4,135.39		
	01 -5431202	OPERATING SUPPLIES	935.83	12,149	3.63-	Y	
	01 -5431203	REPAIRS & MAINT SUPPLIES	358.65	12,551	6,831.14		
	01 -5431207	CLOTHING ALLOWANCE	1,027.07	18,500	1,407.75		
	01 -5431305	PHYSICALS	8,140.00	25,000	7,023.00		
	01 -5431316	REPAIRS & MAINTENANCE	1,710.00	11,100	3,643.55		
	01 -5431328	INTERNET SERVICE	125.90	2,800	659.70		
	01 -5432202	OPERATING SUPPLIES	363.70	21,000	160.30		
	01 -5542202	OPERATING SUPPLIES	192.95	5,576	3,059.51		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,533.59	51,475	5,312.93		
	01 -5542206	CHEMICALS	812.50	12,000	27.25		
	01 -5543202	OPERATING SUPPLIES	157.78	10,664	2,875.27		
	01 -5543203	REPAIRS & MAINT SUPPLIES	170.92	12,455	873.71		
	01 -5544202	OPERATING SUPPLIES	195.69	11,691	4,188.01		
	01 -5544206	CHEMICALS	900.00	1,809	421.00		
	01 -5544308	CONTRACT LABOR	165.00	22,000	6,856.83		
	01 -5544401	CAPITAL OUTLAY	3,399.00	0	3,399.00-	Y	
	01 -5547202	OPERATING SUPPLIES	54.07	600	545.93		
	01 -5547212	FUEL EXPENSE	1,211.76	13,400	2,257.93		
	01 -5547328	INTERNET SERVICE	59.95	840	180.95		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	180.05	54,400	18,784.13		
	01 -5548316	REPAIRS & MAINTENANCE	400.00	21,328	5,556.18		
	01 -5548331	EMPLOYEE TRAVEL & TRAINING	25.00	1,300	1,235.00		
	01 -5652318	ABATEMENTS	2,302.00	12,000	1,032.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5865203	REPAIR & MAINT-TRAFFIC CON	1,190.00	48,000	16,971.03				
01	-5865212	FUEL EXPENSE	3,240.00	45,500	1,740.90				
01	-5865218	STREET REPAIRS & MAINTENAN	3,989.00	275,000	3,663.54				
01	-5865328	INTERNET SERVICE	82.95	1,979	234.40				
01	-5865331	EMPLOYEE TRAVEL & TRAININ	25.00	1,000	67.53				
01	-5865403	STREETS RECONSTRUCTION PRO	16,844.69	625,000	535,243.44				
02	-5267314	GAS UTILITY	145.50	5,480	1,229.00-	Y			
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	0.04				
02	-5864510	LEASE PAYMENTS	8,524.37	102,293	0.56				
02	-5871330	DUES & SUBSCRIPTIONS	25.00	1,000	504.00				
02	-5973304	LAB TESTING	2,692.00	34,600	8.06				
02	-5973316	REPAIRS & MAINTENANCE	497.76	38,500	6,128.11				
02	-5973328	INTERNET SERVICE	68.65	750	52.23-	Y			
02	-5974206	CHEMICALS	9,771.73	378,661	6,071.54				
02	-5974304	LAB TESTING	1,340.00	26,784	2,936.59				
02	-5974402	RESIDUAL HANDLING PROJECT	259,874.80	875,400	0.00				
02	-5975209	UTILITY MAINTENANCE SUPP.	952.49	32,500	6,880.17				
02	-5975218	STREET REPAIRS & MAINTENAN	2,933.71	132,980	17,045.94				
03	-5876208	LAND MAINTENANCE SUPP.	155.00	2,400	1,631.08				
03	-5876314	GAS UTILITY	41.96	500	360.95				
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,300	180.00				
08	-5549308	CONTRACT SERVICES	573.52	15,500	840.95				
08	-5549315	TELEPHONE UTILITY	166.06	2,400	247.11-	Y			
08	-5549319	MISCELLANEOUS	85.00	200	45.00				
09	-5864327	SUB TITLE D EXPENSE	18,060.08	80,000	13,893.11				
09	-5864410	LAND IMPROVEMENTS	4,639.68	132,000	121,166.90				
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	2,500.00				
27	-5655353	MAIN STREET PROGRAM	1,166.67	14,000	1,166.63				
28	-5654313	ELECTRIC UTILITY	4,418.06	63,000	12,757.86				
29	-5324202	OPERATING SUPPLIES	61.89	26,000	21,310.98				
29	-5324315	TELEPHONE UTILITY	452.49	60,000	9,008.34				
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	2,500.00				
30	-5211353	MAIN STREET PROGRAM	1,166.66	14,000	1,166.74				
30	-5211360	ECONOMIC DEVELOP. SERVICES	21,522.77	238,513	19,593.10				
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	2,000.00				
30	-5211407	14 ST/69 HWY SWR EXTENSION	2,042.00	454,408	0.00				
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00				
33	-5871513	2010 CDBG PROJECT	7,017.00	155,292	6,853.50				
35	-5862203	REPAIRS & MAINTENANCE SUPP	7,028.25	319,900	94,482.46				
36	-5215315	THIRD PARTY ADM FEES	941.68	12,000	700.00				
41	-5865510	LEASE PAYMENTS	3,378.84	40,547	0.92				
41	-5975406	RESIDUAL HANDLING IMPROVEM	5,349.00	31,350	0.00				
42	-5321401	CAPITAL OUTLAY	1,193.46	33,000	873.46-	Y			
** 2012-2013 YEAR TOTALS **			464,698.95						

NO ERRORS

** END OF REPORT **

PACKET: 09700 CLAIMS FOR 6/11/2013

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

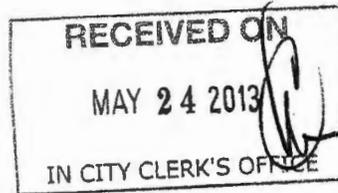
** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2013	3,997.44CR
01	6/2013	83,477.10CR
02	5/2013	214.15CR
02	6/2013	287,757.69CR
03	5/2013	41.96CR
03	6/2013	2,665.00CR
08	5/2013	166.06CR
08	6/2013	658.52CR
09	6/2013	22,699.76CR
27	6/2013	3,666.67CR
28	5/2013	4,418.06CR
29	5/2013	452.49CR
29	6/2013	61.89CR
30	5/2013	1,980.02CR
30	6/2013	27,533.91CR
33	6/2013	7,017.00CR
35	6/2013	7,028.25CR
36	6/2013	941.68CR
41	6/2013	8,727.84CR
42	6/2013	1,193.46CR
=====		
ALL		464,698.95CR



Oklahoma Municipal Assurance Group

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



May 22, 2013

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

Re: Member : City of McAlester
Claimant : James M. Brown
Date of Loss : 2/26/13
Claim No. : 33460-TW

Dear Ms. Middleton:

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

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of McAlester or on 06-18-13. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 06-18-13 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

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

Sincerely,

Tiara Wallace
Claims Examiner

Enclosure



Oklahoma Municipal Assurance Group

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May 22, 2013

Mr. James M. Brown
1208 North M. St
McAlester, OK 74501

RE: Member : City of McAlester
Claimant : James Brown
Date of Loss : 2/26/13
Claim No. : 33460-TW

Dear Mr. Brown:

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

Sincerely,

Tiara Wallace
Claims Adjuster

cc: City of McAlester ✓



Oklahoma Municipal Assurance Group

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

March 22, 2013

James M. Brown
1208 North M. St.
McAlester, OK 74501

Re: Member : City of McAlester
Claimant : James M. Brown
Date of Loss : 2/26/13
Claim Number : 33460-TW

Dear Mr. Brown:

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

Sincerely,

Tiara Wallace
Claims Examiner

TW/mb

cc: City of McAlester

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

PAGE 1 OF 2

Bus: (405) 657-1400
1441

Fax: (405) 657-1401

DATE: 3/22/13

FAX: 918-421-4971

TO: City of McAlester

ATTN: James M. Brown

FROM: OMAG Claims Department

RE: Acknowledgement Letter

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

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

Cora Middleton

From: Cora Middleton
Sent: Thursday, March 21, 2013 9:41 AM
To: 'Mary Ellis'
Subject: New auto damage claim

Attachments: CCE03212013_0002.jpg; CCE03212013_0003.jpg; CCE03212013_0004.jpg; CCE03212013_0005.jpg



CCE03212013_0002.jpg (2 MB)



CCE03212013_0003.jpg (341 KB)



CCE03212013_0004.jpg (614 KB)



CCE03212013_0005.jpg (193 KB)

a

y

Attached is a new Tort Claim for alleged damage to a citizens vehicle. This damaged was first reported to me on March 12, 2013 by an email from Mr. James Brown. Mr. Brown stated in his email that he reported a water leak on March 26, 2013 to the McAlester Police Department. He also stated that when he drove through the water at "G" Street and Tyler there was a drop off that he could not see. He also said that after reporting the water leak to the Police Department, Timmy Don Adams and a Jeremy arrived and blocked off the area.

I have contacted the Street Department and have spoken with Deanna in the Utilities Department regarding this claim. I will forward any information that I receive asap.

I apologize with the quality of the first page of the claim form, but that is the condition that I received it. Mr. Brown can be contacted by phone at 918-426-1636, 918-423-4776 or by email at eastcentral171@yahoo.com.

Thank you,

Cora

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of McAlester
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) Jane M. Brown CLAIMANT(S) SOCIAL SECURITY NO _____
ADDRESS 1208 North E. St CLAIMANT(S) DATE OF BIRTH _____
McAlester, OK 74501 PHONE: HOME: _____ BUS: 8

Continue on another sheet if needed for any information requested

- 1. DATE AND TIME OF INCIDENT 2-26-13 (7:00) a.m.
- 2. LOCATION OF INCIDENT West Tyler
- 3. DESCRIBE INCIDENT There was a water break, and I drove thru the water, and the street had dropped off into a sink hole, and the front of my car was damaged went into it.

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

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

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

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL BODILY INJURY \$ _____

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

VEHICLE NAME Chrysler Sx BODY TYPE Black in color YEAR 2003

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL PROPERTY \$ 500

5. NAME OF YOUR INSURANCE CO. Farmers POLICY NO. G00 561499700 AMOUNT CLAIMED _____ AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

City workers near incident
Name _____ Address _____ Phone Number _____
Name _____ Address _____ Phone Number _____

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

SIGNATURE(S) [Signature] DATE 3/19/13

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

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

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on March 20, 2013

For further information on this claim contact unknown

(Title) _____, by telephone at (_____) _____

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

Completed claim form and claimants insurance verification card

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

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

Submitted by: Cora Middleton Date March 21, 2013

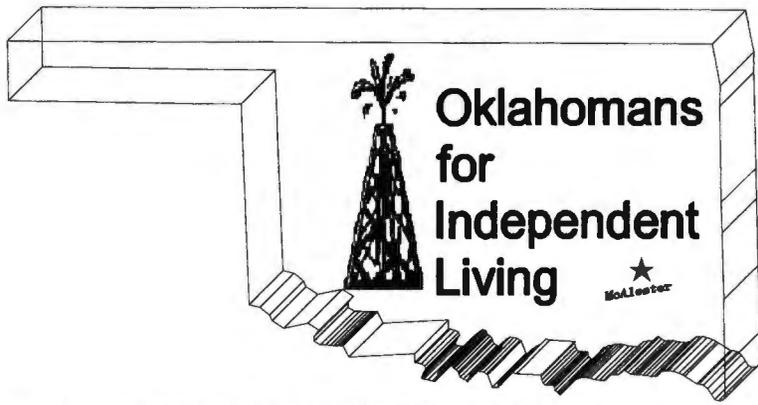
Title: City Clerk

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

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

Joni

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 8, 2013

Mr. Peter Stasiak
City Manager
City of McAlester
P.O. Box 578
McAlester, OK 74502

Dear Mr. Stasiak,

\$21,600

The Oklahomans for Independent Living are requesting a continuation of funding in the amount of ~~\$24,000.00~~ for the accessible, door to door transportation program for McAlester's citizens that have disabilities or are elderly without a means of transportation.

I am available to meet with you to provide additional information as needed. On behalf of those people with disabilities that are served by OIL, I respectfully submit this request for your consideration.

Sincerely,

Pam Pulchny
Pam Pulchny
Executive Director
Oklahomans for Independent Living

Cc Mayor Steve Harrison

United Way of
Southeastern Oklahoma



PITTSBURG COUNTY REGIONAL EXPO AUTHORITY
FUNDING REQUEST

Linda Daniels

From: Toni Ervin
Sent: Monday, June 03, 2013 10:31 AM
To: Linda Daniels; Peter Stasiak
Subject: FW: Pittsburg County Regional Expo Authority

For your records, this is the official request from the Expo Authority.

Are we putting all of the requests on the 6/11 agenda?

Thanks,

Toni Ervin
Chief Financial Officer
City of McAlester
PO Box 578, McAlester, OK 74502
Phone, 918-423-9300 ext. 4936
Fax 918-421-4971

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee. Any use, duplication, disclosure or dissemination of this communication, other than by the addressee, is prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy this communication and all copies.

From: Mark Derichsweiler [mailto:mark.derichsweiler.gpc6@statefarm.com]
Sent: Monday, June 03, 2013 10:23 AM
To: Toni Ervin
Subject: FW: Pittsburg County Regional Expo Authority

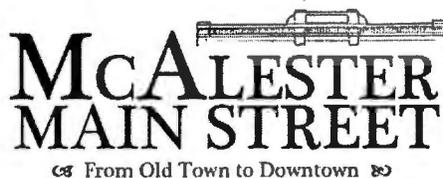
From: Mark Derichsweiler
Sent: Monday, June 03, 2013 10:14 AM
To: 'toniervin@cityofmcalester.com'
Subject: Pittsburg County Regional Expo Authority

\$ 9,000.00

The Pittsburg County Regional Expo Authority respectfully requests funding in the amount of ~~\$10,000~~ from the City of McAlester for the upcoming year.

Sincerely,
Tony Drizness
Pittsburg County Regional Expo Authority
;md

06/03/2013



McALESTER
MAIN STREET
From Old Town to Downtown

215 E. Choctaw Ave., Ste. 112 • McAlester, OK 74501 • (918) 423-8888 • mcalestermainst@att.net

April 8, 2013

Dear Sirs:

With our request for the 2013-2014 fiscal year, McAlester Main Street would like to review our progress in the current fiscal year.

As you well know, we began this year under budget and searching for a director. We have regrouped and started building momentum for future success.

In August, we assisted with CultureFest. In October, we co-hosted two successful fundraisers, the Wild Color Stampede and Trick or Treat Party in the Street.

Ginny Webb began serving as our executive director in November, just in time to organize the Christmas parade in early December.

Also in December, City Council approved our objectives for the 2012-2013 fiscal year. We are on target to meet those objectives. In addition, we have increased awareness of McAlester Main Street through our website, social media, press releases, public service announcements, radio interviews, cooperation with community organizations, and more.

The Main Street approach is used nationwide to drive traffic and increase sales tax revenue in historic districts. The approach is comprehensive and incremental. We request your continued partnership to move forward and improve our community.

Please find enclosed our proposed contract, objectives, and request of ~~\$28,000~~ ^{\$25,200} for the 2013-2014 fiscal year. Thank you for your support.

Sincerely,

Board of Directors
McAlester Main Street Association

CONTRACT

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

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES

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

2. PAYMENT FOR SERVICES

- A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a minimum amount of \$28,000.00 during the term of this Contract in monthly payments of \$2,333.33 assist MMSA in accomplishing its goals.
- B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2013, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2014, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

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

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

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

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

4. ASSURANCES AND WARRANTIES

- A. MMSA warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

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

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

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

5. INDEMNIFICATION

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

6. GENERAL TERMS AND CONDITIONS

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

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

contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

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

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2013, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

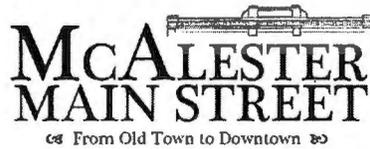
Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2013, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By _____
Chris Taylor

ATTEST

Secretary



Objectives

Fiscal Year 2013-2014

Design

Seek funding for a master streetscape plan.

Economic Restructuring

Seek funding to implement the retail incubator plan.

Organization

Execute a membership and sponsorship drive, especially in December and January, to generate \$13,000.

Plan and execute fundraisers to generate \$9,000, including Trick or Treat Party in the Street and the Wild Color Stampede in October.

Promotion

Install wayfinding signage for Old Town and Downtown McAlester.

Host Crazy Days in August.

Co-host CultureFest in August.

Host the Christmas parade in December.

	Proposed Ending June 2014		Approved Ending June 2013		Budget Ending March 31		Actual Ending March 31	
	Cash	In Kind	Cash	In Kind	Cash	In Kind	Cash	In Kind
Salary and Wages								
Base Salary	22,000		25,000		18,750		11,525	
Taxes	3,003		1,912		1,434		954	
Insurance	0		6,000		4,500			
Office Expenses								
Rent & Utilities		8,000		8,000		6,000		5,247
Equipment	250		500		375			
Office Supplies	600		600		450		284	
Telephone/Internet	1,965		1,965		1,474		502	
Car Allowance	1,800		1,800		1,350		400	
Contingency	400		400		300			
Accounting Services		6,504		6,504		4,878		4,878
Professional Development								
Conference/Travel	4,000		3,850		2,888		2,038	
Training Materials	100		100		75			
Other Expenses								
Printing/Publications	2,000		200		150			
Promotion/Advertising	200		200		150		99	
Postage	600		300		225			
Choctaw Parking Lot	500		500		375			
Other Expenses	400		400		300		165	
Committee Expenses								
Executive Committee	200		200		150			
Fundraising/Membership	1,500		200		150			
Promotion	2,000		3,000		2,250		20	
Design	1,500		200		150		2,104	
Economic Restructuring	5,982		835		626			
Total Expenses	49,000	14,504	48,162	14,504	36,122	10,878	18,090	10,125
Revenue								
City of McAlester	28,000		28,000		21,000		16,267	
Membership	13,000		13,000		9,750		6,656	
Fundraising	8,000		7,162		5,372		7,432	
	49,000	14,504	48,162	14,504	36,122	10,878	30,355	10,125
Total Budget		63,504		62,666		47,000		40,480
<i>% City funded</i>		<i>44.09</i>	<i>% City funded</i>	<i>44.68</i>	<i>% City funded</i>	<i>44.68</i>	<i>% City funded</i>	<i>40.18</i>



MY HOME • OUR COMMUNITY • THEIR FUTURE

April 5, 2013

Peter J. Stasiak
City of McAlester
28 E. Washington
McAlester, OK 74501

Dear Mr. Stasiak:

On behalf of the Pride In McAlester Board of Directors and Membership, we want to convey how much our organization appreciates and relies upon the continued support from the City of McAlester. We have continued our efforts to make McAlester a cleaner, safer, and more beautiful place to live and work and expanded our programs greatly in the 2012-2013 fiscal year. We ask that you assist us in continuing this success during 2013-2014.

In order to continue our programs, we are requesting ~~sixty thousand dollars (\$60,000.00)~~ *fifty four thousand (\$54,000)* from the City of McAlester during the upcoming year.

We have attached a proposed contract, budget, and goals and objectives to clarify our financial needs and expectations. As always, if you have any questions, or would like to discuss this further, please do not hesitate to us.

Sincerely,


Justin Few
President
Board of Directors


Stephanie Giacomo
Executive Director

CONTRACT

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

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES

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

2. PAYMENT FOR SERVICES

- A. In support of PIM's normal cost of operations, the City will pay to PIM the amount of \$60,000.00 during the term of this Contract in monthly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.
- B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2013, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2014, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this Contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail, postage prepaid.
- E. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties.

If notice is sent to PIM, it shall be addressed to:

President of Board of Directors
Pride In McAlester
P.O. Box 583
McAlester, OK 74502

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

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

4. ASSURANCES AND WARRANTIES

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.
- D. Nothing in this Contract is intended to authorize PIM to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

5. INDEMNIFICATION

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

brought against the City do to the negligent acts or omission of a PIM employee.

6. **GENERAL TERMS AND CONDITIONS**

- A. Access and Records. PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender, or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this section.
- D. Compliance with Laws. PIM shall comply with all Federal, State, and Local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, PIM shall refrain from hiring any person who is presently employed by the City, or relatives of any persons who are presently employed by the City. Further, the City shall be notified if any such person serves in any position or office of PIM.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of

performance hereunder is such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.

- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to surrogate to the Parties' rights in the Contract, and/or any other right, in favor or immunity of the City.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if PIM's promise to indemnify or hold the City harmless is found illegal or invalid, PIM shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.
- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
 - a. "ASSURANCES AND WARRANTIES"
 - b. "INDEMNIFICATION";
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of June, 2013, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

Steve Harrison
Mayor

Cora Middleton
City Clerk

APPROVED AS TO FORM AND LEGALITY:

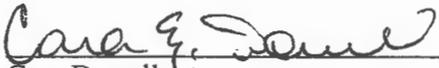
William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of June, 2013, for the Pride In McAlester.

PRIDE IN MCALESTER

Justin Few
President

ATTEST



Cara Dorrell
Secretary



FY 2013-2014 GOALS AND OBJECTIVES

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.

GOAL: Build volunteer base.

GOAL: Raise funds for programs through operation of the Flea Market, Memberships, and Donations.

GOAL: Host Annual Awards Banquet and award members for outstanding service.

OBJECTIVE: Continue to raise public awareness on PIM events and initiatives.

GOAL: Have regular interviews and public service announcements on McAlester Radio.

GOAL: Work with the *McAlester News-Capital*, the *Oklahoma Bargain Journal*, and other print news media.

GOAL: Promote PIM events and initiatives via social media and email.

GOAL: Give presentations at various civic organizations, businesses, and other groups as available.

GOAL: Prepare and distribute Pride In McAlester brochures.

OBJECTIVE: Continue to work with McAlester Public Schools to educate about the importance of environmental issues.

GOAL: Give presentations at area elementary schools.

GOAL: Support and grow Pride In McAlester High School Auxiliary.

GOAL: Participate in MPS Outdoor Classroom.

GOAL: Coordinate, participate in, and support locker cleanouts at appropriate MPS locations.

GOAL: Support and award the Pride In McAlester Scholarship.

OBJECTIVE: Serve the McAlester community through beautification projects.

GOAL: Identify community areas in need of paint or other upgrades.

GOAL: Organize community volunteer days to address and complete painting and other improvements in community areas.

GOAL: Work towards improvement and installation of public art installations.

GOAL: Award "Extra Mile Awards" to local businesses and individuals for outstanding efforts in beautifying the community.

OBJECTIVE: Promote and encourage recycling.

GOAL: Prepare and distribute McAlester Recycling Center Brochures.

GOAL: Work with community organizations, public school systems, and other public avenues to educate about the importance of recycling.

GOAL: Work with the City of McAlester and other area resources to expand and improve the recycling options for residents.

GOAL: Offer complementary cardboard pickup to new residents.

GOAL: Offer recycling at community events, as available.

OBJECTIVE: Continue to work towards a cleaner McAlester

GOAL: Host Fall Cleanup

GOAL: Host Spring Cleanup including Household Hazardous Waste, Electronics Recycling, Paper Shredding, and Prescription Drug Disposal.

GOAL: Maintain "At Your Leisure" Trash Pickup opportunities for community volunteers.

OBJECTIVE: Continue working on the historic restoration and preservation of the OKLA Theater.

GOAL: Work with the Department of Environmental Quality, Environmental Protection Agency, Department of Labor, and other resources to identify and responsibly remove environmental hazards present in the OKLA Theater.

GOAL: Collaborate with the Ardeneum of Oklahoma Historical and Educational Organization and McAlester Main Street to progress restoration of the OKLA Theater.

GOAL: Work on fundraising resources, methodologies, and other considerations towards financing the restoration and environmental remediation needs.

OBJECTIVE: Promote and implement Keep Oklahoma Beautiful and Keep America Beautiful initiatives in McAlester.

GOAL: Promote America Recycles Day

GOAL: Carry out Great American Cleanup™ activities.

GOAL: Conduct a Holiday Recycling Drive.

GOAL: Make applications for Fresh Paint Days.

OBJECTIVE: Work with and maintain membership with other organizations.

GOAL: Maintain affiliation status and participation with Keep Oklahoma Beautiful.

GOAL: Maintain participation and membership with the Oklahoma Recycling Association.

GOAL: Maintain participation and membership with Preservation Oklahoma.

GOAL: Maintain participation and membership with the McAlester Area Chamber of Commerce and McAlester Young Professionals.

GOAL: Maintain participation and membership with McAlester Main Street.

GOAL: Continue to support and participate during Make A Difference Day.

GOAL: Work with other national, state, and local organizations for community advancement and promotion of sustainability.

Pride In McAlester 2013-2014 Budget

Revenue

Donations & Miscellaneous Fundraisers	\$ 10,200.00
Fundraiser	\$ 44,700.00
Grants & Sponsorships	\$ 2,700.00
McAlester City Contract	\$ 60,000.00
Membership	\$ 2,400.00

Total Revenue \$ 120,000.00

Operating Expenses

Advertising	\$ 3,000.00
Fundraiser Expenses	\$ 21,000.00
Facilities and Equipment	\$ 10,000.00
Office Supplies	\$ 3,500.00
Payroll and Expenses	\$ 50,000.00
Travel Expenses	\$ 3,500.00
Project Expenses	\$ 33,000.00
Total Expenses	\$ 124,000.00

Net Income \$ (4,000.00)

With this request we ask for your commitment for the fiscal 2013-2014 year.

9:36 AM

05/08/13

Accrual Basis

Pride In McAlester
Profit & Loss Prev Year Comparison
January 1 through May 8, 2013

	Jan 1 - May 8, ...	Jan 1 - May 8, ...	\$ Change	% Change
Ordinary Income/Expense				
Income				
Direct Public Support				
Donations, Individual	866.79	3,177.59	-2,310.80	-72.7%
Total Direct Public Support	866.79	3,177.59	-2,310.80	-72.7%
Discounts Earned	0.00	53.33	-53.33	-100.0%
Other Types of Income				
**Contracted services	20,000.00	18,400.00	1,600.00	8.7%
Grants and Awards	1,700.00	300.00	1,400.00	466.7%
Total Other Types of Income	21,700.00	18,700.00	3,000.00	16.0%
Program Income				
Fund Raisers				
Concessions	568.00	1,120.06	-552.06	-49.3%
Miscellaneous fund raising	978.87	0.00	978.87	100.0%
Sales - Thrift Store	14,129.90	11,704.40	2,425.50	20.7%
Scrap Metal Sales	1,100.75	0.00	1,100.75	100.0%
Shirt Sales	230.00	0.00	230.00	100.0%
Total Fund Raisers	17,007.52	12,824.46	4,183.06	32.6%
Membership Dues	2,565.00	520.00	2,045.00	393.3%
Total Program Income	19,572.52	13,344.46	6,228.06	46.7%
Total Income	42,139.31	35,275.38	6,863.93	19.5%
Expense				
**Facilities and Equipment				
**Insurance	500.00	348.85	151.15	43.3%
**Lease Equipment	71.31	18.69	52.62	281.5%
**Rent - Office and storage	1,200.00	2,000.00	-800.00	-40.0%
Total **Facilities and Equipment	1,771.31	2,367.54	-596.23	-25.2%
**Misc. Clean Up Expense	1.49	158.59	-157.10	-99.1%
**Office Supplies	2,057.28	783.40	1,273.88	162.6%
**Payroll Expenses				
**Payroll Tax	1,317.33	1,010.32	307.01	30.4%
**Wages	14,375.00	13,958.34	416.66	3.0%
**Payroll Expenses - Other	2,845.00	0.00	2,845.00	100.0%
Total **Payroll Expenses	18,537.33	14,968.66	3,568.67	23.8%
**Project Expense				
**Recycling Fees - TV & CRT	0.00	600.00	-600.00	-100.0%
**Shredding	600.00	600.00	0.00	0.0%
**Project Expense - Other	40.00	75.00	-35.00	-46.7%
Total **Project Expense	640.00	1,275.00	-635.00	-49.8%
**Telephone, Telecommunications	451.34	483.61	-32.27	-6.7%
Advertising	795.15	572.99	222.16	38.8%
Contract Services				
Legal Fees	21.00	0.00	21.00	100.0%
Total Contract Services	21.00	0.00	21.00	100.0%
Dues - Membership	125.00	0.00	125.00	100.0%
Fees - Misc.	90.00	0.00	90.00	100.0%
Fund Raiser Expense				
Awards	343.00	350.70	-7.70	-2.2%
Meals for volunteers	107.43	0.00	107.43	100.0%
Fund Raiser Expense - Other	427.77	1,125.00	-697.23	-62.0%
Total Fund Raiser Expense	878.20	1,475.70	-597.50	-40.5%
Special Projects Expense				
Beautification	4,297.04	0.00	4,297.04	100.0%

9:36 AM

05/08/13

Accrual Basis

Pride In McAlester
Profit & Loss Prev Year Comparison
January 1 through May 8, 2013

	Jan 1 - May 8, ...	Jan 1 - May 8, ...	\$ Change	% Change
Community Services	1,244.25	0.00	1,244.25	100.0%
Special Projects Expense - Other	446.25	0.00	446.25	100.0%
Total Special Projects Expense	5,987.54	0.00	5,987.54	100.0%
Taxes - other	0.00	233.50	-233.50	-100.0%
Thrift Store Expense				
Gas & other auto expense	1,767.44	185.01	1,582.43	855.3%
Maint. - Plaza	542.24	1,176.18	-633.94	-53.9%
Newspaper Ads	0.00	174.00	-174.00	-100.0%
Other misc. expenses	527.54	406.28	121.26	29.9%
Outside Contract Services	610.00	0.00	610.00	100.0%
Rent - Plaza	2,000.00	2,500.00	-500.00	-20.0%
Telephone Expense	266.23	206.80	59.43	28.7%
Utilities - Pride Plaza	1,811.48	1,955.72	-144.24	-7.4%
Thrift Store Expense - Other	0.00	27.24	-27.24	-100.0%
Total Thrift Store Expense	7,524.93	6,631.23	893.70	13.5%
Travel and Meetings				
Conference, Convention, Meeting	1,055.26	524.74	530.52	101.1%
Travel	512.39	200.00	312.39	156.2%
Total Travel and Meetings	1,567.65	724.74	842.91	116.3%
Truck Expense	0.00	310.33	-310.33	-100.0%
Total Expense	40,448.22	29,985.29	10,462.93	34.9%
Net Ordinary Income	1,691.09	5,290.09	-3,599.00	-68.0%
Net Income	1,691.09	5,290.09	-3,599.00	-68.0%

9:25 AM
05/08/13
Accrual Basis

Pride In McAlester
Balance Sheet
As of April 30, 2013

	<u>Apr 30, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash	
Checking Account	47,857.44
Special Projects	41.00
Total Cash	<u>47,898.44</u>
Total Checking/Savings	<u>47,898.44</u>
Total Current Assets	47,898.44
Fixed Assets	
Automobiles	3,500.00
Furniture and Equipment	2,274.47
Total Fixed Assets	<u>5,774.47</u>
Other Assets	
Signage	981.00
Total Other Assets	<u>981.00</u>
TOTAL ASSETS	<u><u>54,653.91</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,941.40
Total Accounts Payable	1,941.40
Other Current Liabilities	
Payroll Tax Liabilities	
Federal WH	1,012.00
Medicare	384.01
Social Security	1,642.08
State WH	226.00
Total Payroll Tax Liabilities	3,264.09
Sales Tax Payable	782.33
Total Other Current Liabilities	<u>4,046.42</u>
Total Current Liabilities	<u>5,987.82</u>
Total Liabilities	5,987.82
Equity	
Opening Balance Equity	4,736.28
Unrestricted Net Assets	36,920.28
Net Income	7,009.53
Total Equity	<u>48,666.09</u>
TOTAL LIABILITIES & EQUITY	<u><u>54,653.91</u></u>

Pride In McAlester
Organization Meeting
April 11, 2013

- I. Call to Order— The meeting was called to order at 6:04 p.m. by Justin Few.
- II. Approval of March Minutes— The minutes were presented by Justin Few. Joyce Carlson made a motion to approve; David Beall seconded. The motion passed.
- III. March Financial Reports— Justin Few reported that there is approximately \$41,000 in the account, but that the expenses for April haven't been paid and the obligation for the Dog Park is still outstanding. Stephanie Giacomo included that the check has not been issued for the OKLA Theater. Justin Few reported that public donations are down, but that more grants and awards have been received. The Flea Market sales and memberships are also up. Linda Collier made a motion to approve the financial report; Donna Parson seconded. The motion passed.
- IV. Old Business—
 - a. OKLA— Justin Few announced the project received a check of \$7,900 from the Walton Foundation and that there is still \$16,250 left to raise. Linda Collier asked if there was a deadline and Justin Few answered that there is not a specific deadline. Stephanie Giacomo said there is a self-imposed deadline of September 2013.
 - b. Sustainability— Justin Few announced that PIM is still working to look into the possibility of curbside recycling.
 - c. Flea Market – Donna Parson announced the Flea Market is running well and that last week's deposit was nearly \$1,300. She announced they have been picking up lots of donations and they have taken the unsold electronics to the cleanup for recycling. She has two drug-court participants and two male volunteers working in addition to other volunteers. This is a good start to the year. She further announced that several good loads of donations came from Hartshorne that raised \$30 in mileage donations and \$895 worth of sales in the store. Donna announced that the book sale from the library will be donating left-over books this weekend. Joyce Carlson asked if the City-Wide Garage sale has been scheduled. Pete Stasiak said that it is intended to be an annual event, but no date has been set for the Fall yet.
 - d. May Community Volunteer Day— Justin Few announced that the May volunteer day will make use of the Troy Bilt string trimmer under the Carl Albert Bridge by the Recycling Center and the painting of the Washington Street Bridge. The day will be held on May 11th at 9:00 am and volunteers will meet at the Recycling Center.
 - e. Spring Cleanup – Justin Few announced that the Spring Cleanup is underway and that everyone knows what to do. He announced that the household hazardous waste and paper shredding will be the last day of the cleanup. He also announced the Resonance Broadband in Haleyville donated wireless internet for use onsite during the cleanup. He

further said that Neighbors Building Neighborhoods will be assisting in the Prescription Drug Disposal on April 27th and that we will also be collecting at the Downtown Celebration. Each prescription drug brought to the downtown celebration will earn participants 1 free ticket for use during the event.

- f. Dog Park – Justin Few announced the school has leased the land to the City and the PIM is donating \$5,000 matching funds to the project. He explained the fence is the biggest initial expense.
- g. Armed Forces Day Parade – Donna Parson reported that the float will be red, white, and blue with a stump and tree branches adorned with American flags and themed “Branches of Freedom.”

V. New Business –

- a. Justin Few introduced Jennifer Santino, the new Code Enforcement Officer of the City of McAlester.
- b. Justin Few announced that the efforts in Haileyville and Hartshorne have done well, collecting more than 1200 tires in one day.
- c. Pete Stasiak spoke about the upcoming election on May 14th. He explained it was one of the two city propositions on the November Ballot. The measure that passed in November allowed for a bond refinance that dropped the interest rate and will be paid off in 18 years and save the city approximately \$7.5 million in interest. The second measure allowed for use of excess funds and saving to be used towards the streets did not pass. Due to state law, the city had to wait 6 months to bring the issue back to the voters. This will allow the city to borrow \$12 million to reconstruct streets that will be determined by a scientific process. The vote will take place on May 14th and will be the only item on the ballot. There is no increase of taxes and it does not extend the length of the debt. The funds will be used for complete reconstruction including removing the entire street, replacing water and sewer lines, base material, rebuilding the street with new curbs, gutters, and sidewalk, if appropriate. Justin Few inquired about maintenance of street, and Pete Stasiak said that a maintenance schedule will begin immediately and will be annual. Tabettha Howell spoke about the recent replacement of North 14th street and praised the city for their work.

- VI. The meeting was adjourned at 6:58 p.m. Joyce Carlson made a motion to adjourn. David Beall seconded. The motion passed.

The meeting was attended by Justin Few, Stephanie Giacomo, Tabettha Howell, Joyce Carlson, Donna Parson, Lori Few, Jennifer Santino, Rudy & Paula Hernandez, Linda Collier, Pete Stasiak, Noah Few, David Beall, Sherrol Ledbetter, and Krystal Baker.

Linda Daniels

From: Pamela Kirby
Sent: Tuesday, June 04, 2013 7:13 PM
To: Linda Daniels
Cc: Pamela Kirby
Subject: Wild West Festival Budget

On October 5th, the Old Town Association is scheduled to play host to the 17th Wild West Festival. In the past few years, the festival has seen increased participation and success. Last year we saw record number visitors at the festival even when weather conditions weren't favorable. That being said, we are currently working to make this a bigger, better festival than ever before. We feel that with your investment into the festival, the City of McAlester will be one step closer to a brighter economic future.

Amount requested: \$18,000

How the monies will be used:

\$8,973– Marketing

\$549.99- 5,000 Brochures (including design)

\$1749.99- 100 Posters, street signs & banners (including design)

\$6677 – Traditional (Radio/Newspaper/Television) and social media/internet advertisement

\$2,530– Equipment

\$2529.89- Purchase Ten 10X10 tents

(Tents are used for both commercial and non-profit booths and will be used in future shows/festivals that Old Town Association anticipates introducing in the very near future)

\$6,490-Entertainment

\$1200- 6 Music Acts during the day (\$200/piece)

\$4,540—Lumberjack show (All day event and was last year's biggest crowd pleaser. Upon availability, replacement entertainment will be sought)

\$750 – World Champion Trick Roper (\$600 fee + Lodging, upon availability, replacement entertainment will be sought)

McAlester/Pittsburg County Emergency Management

1210 N. West Street
McAlester, Ok. 74501
918 423 5655 Office
918 423 2677 Fax
civildefense@allegiance.tv

June 3, 2013

Pete Stasiak, City Manager
City of McAlester
P.O. Box 578
McAlester, OK 74502

Dear Mr. Stasiak and City Council,

Our office is requesting funding in the amount of ~~\$50,000~~ ^{\$42,500} for the upcoming fiscal year to meet your requirement to have emergency management for the City of McAlester.

We have, for the past several years, worked closely with first responders who have proven through exercises and actual occurrences that they are ready and able to respond to large scale incidents. We continue this relationship, and constantly strive to make it better.

Our office is community oriented, and we continually strive to find ways to better everything we do. We have now developed a way to monitor streaming video from our storm spotters. This enhances our ability to make decisions regarding the safety of our residents in inclement weather. The SafeRoom grant is still ongoing, and as soon as this grant closes we are planning to start another.

Last year the City of McAlester funded our office with \$50,000. Due to the increasing scope of work we have added a part time employee and respectfully request the increase in funding.

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

Regards,


Trent Myers

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

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ DAY OF _____, 2013, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY OF OKLAHOMA, HEREINAFTER CALLED COUNTY, AND MCALESTER, OKLAHOMA, HEREINAFTER CALLED CITY.

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

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

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

I.

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

II.

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

III.

THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE STATE OFFICE OF EMERGENCY MANAGEMENT IN COOPERATING WITH

THE FEDERAL GOVERNMENT AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL 85-606.

IV.

FINANCIAL TRANSACTIONS

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

BUDGETS

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

The City of McAlester shall compensate the City/Pittsburg County Emergency Management in the amount of \$50,000 for the fiscal year 2013-2014, beginning July 1, 2013 ending June 30, 2014 (FY 2013 Pittsburg County contributed \$126,528, City of McAlester contributed \$50,000 for the same year). The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments.

TASK ASSIGNMENTS AND RESPONSIBILITIES

1. EMERGENCY MANAGEMENT DIRECTOR is responsible for:

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

WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.

Ronnie Young
Chairman, Bd of County
Commissioners

Attest:

Steve Harrison
Mayor

Attest:

Hope Trammell
County Clerk

Cora Middleton
City Clerk

DATE: May 21, 2013

Office of City Manager

MAY 24 2013

City of McAlester
Attn: Pete Stasiak
P.O. Box 578
McAlester, OK 74501

Received

*See, for your
review to put
on Council Mtg. 5/11/13
Sent - 5-24-13
Pete*

SUBJ: PPWP Contract 2013-2014

Dear Mr. Stasiak,

Attached, for your review and approval, are the PPWP Contracts for the 2013-2014 year. If the City of McAlester is interested in keeping their PPWP Crews, the "contract" and both attachment "A's" must be signed, notarized, and returned to us. We will then sign, notarize, and return a completed copy to you.

Please return before June 30, 2013. Failure to return the contracts may be considered as an indicator that the PPWP crew is no longer needed and the offenders will be committed elsewhere.

Your cooperation is appreciated and we thank you for your patience in this matter

Thank You,

Emma Watts
Emma Watts, Warden
Jackie Brannon Correctional Center

**PUBLIC WORKS PROJECT CONTRACT
BY AND BETWEEN THE
OKLAHOMA DEPARTMENT OF CORRECTIONS AND
City Of McAlester**

This contractual agreement is entered into by, and between, the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of McAlester, hereinafter, **Public Agency or City of McAlester**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the offender workers perform the following responsibilities:

Street Maintenance; lawn maintenance; general labor; housekeeping; and trash pickup.

The above explanation should include a brief description of the Public Works Project indicating the location and type of work required and will request the number of prisoners it needs to accomplish the Public Works Project.

The Public Agency will also provide work orders, job duties and assignments, and any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit nor to supervise other offenders or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.
6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.
7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:
 - a. The cost of transportation of the prisoners to and from the project;
 - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
 - c. The cost of guarding the prisoners;
 - d. The cost of all tools and materials furnished by the DOC, if any;
 - e. The cost of the salaries of the assigned prisoners; and
 - f. Miscellaneous. Specify: None

The Public Agency may be allowed to provide services to the DOC in exchange for the offender labor, as long as the services are enumerated in this agreement and are of an equivalent or greater fair market value.

8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.

9. The Director of the Department of Corrections or his designee will at all times during the term of this contract have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.
10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).
11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).
12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.
13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.
14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.
15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.
16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.
18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.
19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.
20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.
22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.
23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.
 3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.
 4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.
- B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:
1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

29. INDEMNIFICATION

- A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
- B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement."

DATE OF EXECUTION:

Date: 06/30/2013

for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections
General Counsel.

for the Public Agency

Subscribed and sworn to before me this _____ day of, 20_____

Notary Public

My commission expires: _____

My commission number is: _____

For the Public Agency:

City of McAlester

P.O. Box 578

McAlester, OK. 74502

For the Department:

Jackie Brannon Correctional Center

P.O. Box 1999

McAlester, OK 74502

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."
25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.
26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.
27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.
- B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure, OP-090106 (Section VII. item D.).
28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:
1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by offenders assigned to the Public Agency will be the responsibility of the Public Agency.

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS City of McAlester (Expo Center)			
DATE:			
\$ 0.00		A.	The cost of transportation of the offenders to and from the project.
\$ 110.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 5 offenders at a rate of \$1:00 per day
\$ 0.00		C.	The cost of guarding the offenders.
\$0.00		D.	The cost of all tools and materials furnished by the Department.
\$100.00		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment. (5 OFFENDERS at a rate of not less than \$10.00 per month and not to exceed \$20.00 per month per offender)
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 210.00		SUBTOTAL	
21.00		Plus 10%	
\$ 231.00		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS City of McAlester (Carl Albert Parkway)			
DATE:			
\$ 0.00		A.	The cost of transportation of the offenders to and from the project.
\$ 132.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 6 offenders at a rate of \$1:00 per day
\$ 0.00		C.	The cost of guarding the offenders.
\$0.00		D.	The cost of all tools and materials furnished by the Department.
\$120.00		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment.(6 OFFENDERS at a rate of not less than \$10.00 per month and not to exceed \$20.00 per month per offender)
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 252.00		SUBTOTAL	
25.20		Plus 10%	
\$ 277.00		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			

Transmission Report

Date/Time
Local ID 1
Local ID 2

05-24-2013
9184214970

01:19:03 p.m.

Transmit Header Text
Local Name 1
Local Name 2

Line 1 City of McAlester
Line 2

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

Office of City Manager

MAY 24 2013

Received

DATE: May 21, 2013

City of McAlester
Attn: Pete Stasiak
P.O. Box 578
McAlester, OK 74501

*See, for your
review to put
on Council mtg.
Pete*

SUBJ: PPWP Contract 2013-2014

Dear Mr. Stasiak,

Attached, for your review and approval, are the PPWP Contracts for the 2013-2014 year. If the City of McAlester is interested in keeping their PPWP Crews, the "contract" and both attachment "A's" must be signed, notarized, and returned to us. We will then sign, notarize, and return a completed copy to you.

Please return before June 30, 2013. Failure to return the contracts may be considered as an indicator that the PPWP crew is no longer needed and the offenders will be committed elsewhere.

Your cooperation is appreciated and we thank you for your patience in this matter

Thank You,

Emma Watts
Emma Watts, Warden
Jackie Bramon Correctional Center

Total Pages Scanned : 10

Total Pages Confirmed : 11

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	840	9184234243	01:13:36 p.m. 05-24-2013	00:04:37	11/10	1	EC	HS	CP14400

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
CP: Completed
FA: Fall

TU: Terminated by user
TS: Terminated by system
RP: Report

G3: Group 3
EC: Error Correct



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

**McAlester City Hall
28 E Washington
McAlester, Ok. 74501**

Equipment Covered

Samsung iDCS Digital Telephone System and Telephone Sets equipped for 24 CO ports, 64 digital ports, 16 analog ports and 8 voice mail ports.

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 3200.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

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28 E Washington
McAlester, Ok. 74501**

Equipment Covered

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Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 3200.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title



COMMUNICATIONS, LLC

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

Invoice

6/4/2013	5248
----------	------

Bill To
City of McAlester 28 E. Washington McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/4/2013			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Equipment Maintenance Agreement - 7/1/2013 through 6/30/2014 Location - McAlester City Hall	3,200.00	3,200.00
				0.00

Thank You! We appreciate your business.	Total	\$3,200.00
--	--------------	------------



BUSINESS TELEPHONE SYSTEMS
TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

Customer

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Non-System Service Contract Coverage

City Hall – Main Fire Dept – Police Dept, South Fire Station, North Fire Station, Airport, Landfill, Cemetery, Softball Complex, Filter Plant, Lake Patrol, East Plant, West Plant, Stipe Center, City Pools, Hereford Lane Police and Waste Water Shop, Traffic Control and Parks, Central Garage and Sanitation, Police Tower, Firing Range and 5 Water Lift Stations

Equipment Covered

All 1 and 2 line Non-system telephones and associated wiring owned by the City of McAlester.

Note – Items not covered include headsets, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone network.

Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 3060.00

BizTel Communications, LLC

CUSTOMER

By _____

By _____

Date _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Non-System Service Contract Coverage

City Hall – Main Fire Dept – Police Dept, South Fire Station, North Fire Station, Airport, Landfill, Cemetery, Softball Complex, Filter Plant, Lake Patrol, East Plant, West Plant, Stipe Center, City Pools, Hereford Lane Police and Waste Water Shop, Traffic Control and Parks, Central Garage and Sanitation, Police Tower, Firing Range and 5 Water Lift Stations

Equipment Covered

All 1 and 2 line Non-system telephones and associated wiring owned by the City of McAlester.

Note – Items not covered include headsets, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone network.

Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 3060.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title



COMMUNICATIONS, LLC

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

Invoice

6/4/2013	5249
----------	------

Bill To
City of McAlester 28 E. Washington McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/4/2013			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Equipment Maintenance Agreement - 7/1/2013 through 6/30/2014 Location - Non-System telephones and wiring located both inside and outside of City Hall	3,060.00	3,060.00

Thank You! We appreciate your business.	Total	\$3,060.00
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BUSINESS TELEPHONE SYSTEMS
TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

Customer

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

**McAlester EXPO Center
4500 W Hwy 270
McAlester, Ok. 74501**

Equipment Covered

1 – Samsung Compact Telephone System and telephone sets equipped for 6 CO ports, 12 digital ports, 2 analog ports and 2 voice mail ports.

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 1320.00

BizTel Communications, LLC

CUSTOMER

By _____

By _____

Date _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS

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Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 1320.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title



COMMUNICATIONS, LLC

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

Invoice

6/4/2013

5250

Bill To
City of McAlester 28 E. Washington McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/4/2013			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Equipment Maintenance Agreement - 7/1/2013 through 6/30/2014 Location - McAlester EXPO Center	1,320.00	1,320.00

Thank You! We appreciate your business.

Total

\$1,320.00



BUSINESS TELEPHONE SYSTEMS

TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

**Police Dept. – Detectives
114 Airport Road
McAlester, Ok. 74501**

Equipment Covered

1 – Norstar MICS KSU, 1 – Norstar M7324 Keypad, 15 – Norstar T7316E Keypads

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 936.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title



BUSINESS TELEPHONE SYSTEMS
TELESys COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

**Police Dept. – Detectives
114 Airport Road
McAlester, Ok. 74501**

Equipment Covered

1 – Norstar MICS KSU, 1 – Norstar M7324 Keyset, 15 – Norstar T7316E Keysets

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2013 through 6/30/2014

Fixed Yearly Rate - \$ 936.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title



COMMUNICATIONS, LLC

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

Invoice

6/4/2013

5251

Bill To

City of McAlester
28 E. Washington
McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/4/2013			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Equipment Maintenance Agreement - 7/1/2013 through 6/30/2014 Location - Police Department - Detective Division	936.00	936.00

Thank You! We appreciate your business.

Total

\$936.00



THE
PUBLIC FINANCE
LAW GROUP PLLC

ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807

5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

CITY OF MCALESTER, OKLAHOMA

THIS AGREEMENT, effective as of July 1, 2013, by and between THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG") and the CITY OF MCALESTER, OKLAHOMA (the "City"), a political subdivision of the State of Oklahoma, as follows:

RECITALS

WHEREAS, the City desires to engage PFLG as bond counsel to assist the City and the public trusts of which the City is a beneficiary (including but not necessarily limited to The McAlester Public Works Authority (collectively, the "Authority")) for the purposes of and consultation on any contemplated financing which the City or the Authority may from time to time undertake; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by the City as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the City:

- (1) Consultation with representatives of the City and the Authority, including the City Manager, City Attorney, Counsel to the Authority, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of any proposed financings, including general obligation bond issues, revenue bond/note issues, tax increment financing bond/note issue, and possible grants or state and federal loan programs that may be available.
- (2) Furnish full directions of all steps necessary to be taken by the City or the Authority in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of bonds or note.
- (3) Preparation of loan, security and other authorizing documents necessary for the issuance of such bond or note issues (the "Financing Documents").

- (4) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with any bond or note issue of the City or the Authority, if any.
- (5) Attendance at such meetings or hearings of the City and the Authority and working group meetings or conference calls as the City or Authority may request, and assistance to the City and Authority staff in preparation of such explanations or presentations to the governing body of the City and the Authority as they may request.
- (6) Preparation of election proceedings in connection with City elections approving indebtedness evidenced by any bond or note issue.
- (7) Preparation of final closing papers to be executed by the City or the Authority required to effect delivery of any bond or note issue of the Authority or the City and coordination of the closing of said bond or note issue, including seeking the approval of each series of general obligation bonds by the Attorney General of the State of Oklahoma.
- (8) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to the tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the City acknowledge that the City and the Authority shall be represented by Ervin & Ervin, L.L.P., or any successor firm selected by the City (collectively, "City Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with City Attorney to the extent requested by the City or City Attorney.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the City or the Authority, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the City or the Authority or any other party to the transaction in any litigation or other legal or administrative proceeding involving bond or note issuances or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, with respect to each bond or note issue, PFLG's services will not extend past the date of issuance of said bonds or note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to said bonds or note, bond or note proceeds or the financed project after issuance of said bonds or note.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the City or the Authority, PFLG shall be paid pursuant to the following fee scales:

Base Fee, General Obligation or Revenue Bond/ Note Issue: 0.50 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of \$12,500, payable and contingent upon the closing of the transaction.

Base Fee, Tax Increment Financing Bond/Note Issue: 0.75 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of \$25,000, payable and contingent upon the closing of the transaction.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,000 per bond or note issuance to cover expenses and transcript production and distribution. Provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the bonds or note issue shall be paid directly by the City or Authority, but if paid by PFLG on behalf of the City or Authority, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by City or the Authority at the time of issuance of the respective bonds or note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the bonds or note and shall be entirely contingent upon issuance of the bonds or note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the City or the Authority, shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by City, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. Upon termination, PFLG shall have no future duty of any kind to or with respect to any bond or note issuance or the City or the Authority.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the issuance of bonds or notes, PFLG will act as special counsel to the City or the Authority with respect to issuance of the bonds or note; i.e., PFLG will assist the City Attorney in representing City or the Authority but only with respect to validity of the bonds or note and the Financing Documents, and the tax status of interest on the bonds or note, in a manner not inconsistent with the role of bond counsel described above.

The City acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in a bond or note financing of the City or the Authority or a project financed by or that may be involved with or adverse to the City or the Authority in this or some other matter. PFLG agrees not to represent any such entity in connection with a bond or note financing of the City or the Authority, during the term of this Agreement, without the consent of the City and/or the Authority. Given the special, limited role of bond counsel described above, the City and the Authority acknowledge that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the City and the Authority specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than City and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of City and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the City except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The City may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the bonds or notes on behalf of the City (if not the City). The City shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the City in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of City and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 North Classen, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III

CITY:

City of McAlester
28 E. Washington
P.O. Box 578
McAlester, Oklahoma 74502
Attention: City Manager

[Remainder of Page
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The City and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III

CITY OF MCALESTER, OKLAHOMA

By: _____
Title: Mayor
Date: June 11, 2013

FINANCIAL ADVISOR SERVICES AGREEMENT

THIS AGREEMENT is made between MUNICIPAL FINANCE SERVICES, INC., an Oklahoma corporation, hereinafter referred to as "Financial Advisor," and the CITY OF MCALESTER, OKLAHOMA, a municipal corporation, acting for and on behalf of the McAlester Public Works Authority, a public trust with the CITY OF MCALESTER as beneficiary, hereinafter referred to as "City."

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, Financial Advisor and City agree as follows:

Scope of Services. The purpose of this agreement is for the Financial Advisor to render financial consulting services to the Mayor, City Council and staff on certain financial matters, including, but not limited to:

- i) Assistance in the development and implementation of a long-term Capital Improvement Financing Plan which will identify and evaluate various financing vehicles and revenue sources aimed at funding and completing as many projects as possible within the amount of funding made available. Such plan shall include a review of proposed projects and costs; an assessment of the use of existing capital improvement funds and the issuance of general obligation and/or revenue bonds/notes.
- ii) Conduct financial analysis related to the development of said Capital Improvement Financing Plan, including, but not limited to, the assessment of ad valorem taxes, sales tax revenues and/or other revenues to repay certain forms of obligations based on various repayment terms and issuance schedules. Such analysis will also include a comprehensive assessment of any existing obligations outstanding.
- iii) Preparation of a written report outlining the proposed Capital Improvement Financing Plan with specific recommendations and presentation of said plan at various public meetings as deemed appropriate by the City.
- iv) Attendance at public meetings or hearings related to the Capital Improvement Financing Plan to explain any recommended actions and answer any questions by City officials or the general public.
- v) Assistance in developing information for an election to be presented to voters related to the approval of the issuance of debt or levying of additional sales tax. Such assistance would include, but not be limited to, the preparation of brochures/pamphlets for distribution to the public; providing information to local media groups; presentations to local civic organizations and other assistance as directed by the City.
- vi) Review and comment on all legal documents prepared by the City's Bond Counsel pertaining to the election process, including, but not limited to, resolution calling the election, ordinances related to any sales tax levy, proclamation and notice of election and other related documents.
- vii) Upon passage of an election, if any, the Financial Advisor will coordinate the timing and issuance of any obligations to meet the funding requirements of the projects to be constructed with bond proceeds.
- viii) For each series of bonds or obligations to be issued, if any, the Financial Advisor will perform certain tasks and responsibilities which will include, but not be limited to, the following:
 - a) Preparation of a written report containing a preliminary analysis of the transaction, including data on current market conditions, recent bond sales, projected interest rates, and debt service requirements, tax assessment impacts and other pertinent data;
 - b) Preparation of a Preliminary and Final Official Statement consistent with guidelines adopted by the Municipal Securities Rulemaking Board (MSRB); Securities and Exchange Commission (SEC) and the Government Finance Officer's Association (GFOA). Such documents will be submitted in a timely manner to the City for review and approval prior to final printing and distribution;

- c) If a competitive sale is held, prepare a Notice of Sale and Instructions to Bidders, providing information on the bidding procedures and the manner in which the bonds would be awarded to the successful bidder. Such document would be distributed to potential purchasers in a timely fashion to ensure adequate review and consideration prior to the actual sale date;
 - d) If a negotiated sale is held, provide assistance to the City in the selection and determination of the underwriter(s) and advise City officials regarding the rates and terms of the issue, including any fees or expenses to be paid to the underwriter(s);
 - e) Prepare and submit pertinent information to the rating agencies to obtain appropriate ratings on any obligations and respond to any questions. We would also advise the City in any discussions with such agencies as to the overall financial condition of the City, the proposed obligations and other matters typically reviewed by the rating agencies;
 - f) Prepare and submit pertinent information to the major municipal bond insurance companies to obtain commitments for bond insurance to be acquired either directly by the City or at the purchaser's option;
 - g) Advise the City as to the amount and timing of any obligations to take advantage of any rebate exceptions available to municipal issuers and the ability to issue "bank-qualified" obligations, if any;
 - h) Conduct the actual sale of bonds and advise the City as to the adequacy of the rates received and recommended the acceptance or rejection of any purchase contract;
 - i) Review and comment on all legal documents related to the issuance of the bonds, including, but not limited to, the Bond Indenture, Security Agreement, Arbitrage Certificate, resolutions and/or ordinances authorizing the issuance of the bonds and other related documents;
 - j) If general obligation bonds are issued, we would assist in the preparation and submission of the Transcript of Proceedings to the Oklahoma Attorney General to ensure such proceedings are submitted in a timely fashion;
 - k) Review and comment on all closing documents and provide instructions to the purchaser as to the payment and delivery of the obligations;
 - l) Prepare a written report after the sale containing a summary of the transaction, comparative sale data, an evaluation of market conditions and other pertinent data to enable the City to quantitatively assess the results of the sale;
 - m) Provide assistance to the City in developing an investment strategy for bond proceeds to maximize investment earnings consistent with applicable federal and state rules and regulations;
 - n) Assist in the selection of a qualified firm to conduct rebate calculations as necessary to meet applicable federal rules and regulations; and
 - o) Assist the City in complying with the submission of annual reports and financial information to comply with any Continuing Disclosure Agreement requirements in accordance with applicable federal rules and regulations.
- ix) Assess and evaluate any refunding opportunities available to the City and advise City officials on any appropriate action as necessary.
 - x) Inform the City of any national or state legislation impacting tax-exempt or taxable financing by municipalities.
 - xi) Attend meetings of the City Council and the McAlester Public Works Authority as needed or upon request to keep abreast of the economic and administrative climate of the City.

- xii) Assist the City in preparation for and appearance at any litigation resulting from the election or issuance of any bonds.
- xiii) Remain fully accessible to any information requests or other related needs of the Mayor, City Council and staff.

Best Effort. Financial Advisor hereby agrees that it will, at all times, faithfully, industriously and to the best of its ability, experience and talent, perform all duties that may be required pursuant to the express and implicit terms hereof to the reasonable satisfaction of the City.

Term of Employment. This Agreement shall become effective as of the date shown below and shall continue in full force and effect through June 30, 2013, and shall be subject to annual renewal each successive fiscal year thereafter by the City unless terminated by the City as provided herein.

Compensation. All fees and expenses would be on a contingency basis, payable only upon the actual closing of a bond/loan transaction.

Base Fee, General Obligation/Revenue Bond/Note Issue:

Fee: 0.50 of 1% of the principal amount with a minimum fee of \$12,500 payable and contingent upon the closing of the transaction.

Expenses: Reimbursement of verified, out-of-pocket expenses not to exceed \$2,000 per each bond issue. Notice of Sale and Preliminary and Final Official Statement Printing would be additional expenses paid by the City. Rating Agency fees, Attorney General G.O. Bond examination fees and registrar-paying agent/trustee bank fees shall be paid by City.

Base Fee, Tax Increment Financing Bond Issue:

Fee: 0.75 of 1% of the principal amount with a minimum fee of \$25,000 payable and contingent upon the closing of the transaction.

Expenses: Reimbursement of verified, out-of-pocket expenses not to exceed \$2,000 per each bond issue. Notice of Sale and Preliminary and Final Official Statement Printing would be additional expenses paid by the City. Rating Agency fees, Attorney General G.O. Bond examination fees and registrar-paying agent/trustee fees shall be paid by City.

Payment of Fees and Expenses

Payment for services rendered are due and payable at the closing of an issue from proceeds of the issue or other funds of the City pursuant to submission of an invoice in proper form.

Other Costs

Other costs payable by the City which are not included in the above fee and expenses, include travel for rating meetings (if any), rating fees, credit enhancement costs, printing and distribution of official statements, bond counsel fees, paying agent or trustee bank fees, Attorney General GO bond examination fees, the cost of holding an election or other costs related thereto.

Other Provisions.

- i) Termination. This Agreement may be terminated by the City at its discretion upon ten (10) days written notice to the Financial Advisor.
- ii) No Assignment Without Consent. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns of Financial Advisor and City, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without prior written consent from the City.
- iii) Disclosure. The City acknowledges receipt of the Financial Advisor's "Form ADV, Part 2A and Part 2B" at least forty-eight (48) hours prior to consideration and execution of this Agreement.
- iv) Contact Persons. For purposes of administering this Agreement, the following persons are hereby designated as contact persons for the respective parties:

Financial Advisor: Rick A. Smith, President (405/340-1727)

City: Peter Stasiak, City Manager (918/423-9300 extension 4964)
- v) Other Consulting Services. The Financial Advisor agrees to perform such other consulting services outside the scope of services described herein, if any, as requested and directed by the City. Such services shall be covered by a separate contract or agreement subject to the review and approval by the Mayor and City Council.

THIS AGREEMENT WAS DULY CONSIDERED AND APPROVED BY THE MAYOR AND CITY COUNCIL AT A PUBLIC MEETING CALLED AND HELD ON THE DATE SHOWN HEREINBELOW IN FULL COMPLIANCE WITH THE OKLAHOMA OPEN MEETING LAW.

DATED THIS 26th DAY OF June, 2012.



CITY OF MCALESTER, OKLAHOMA

Steve Harmon
Mayor

Cora Middleton
City Clerk

MUNICIPAL FINANCE SERVICES, INC.

Rick A. Smith
President

RESOLUTION NO. _____

A RESOLUTION EXTENDING TO THE EMPLOYEES OF CITY OF MCALESTER, OKLAHOMA HEALTH INSURANCE COVERAGE WITH THE OKLAHOMA PUBLIC EMPLOYEES HEALTH AND WELFARE (OPEH&W) PLAN AND APPOINTING A MEMBER OF THE CITY COUNCIL AS AN OFFICAL BOARD MEMBER TO THE OPEH&W PLAN BOARD

WHEREAS, the City of McAlester City Council have met in regular session on the 11th day of June, 2013, and;

WHEREAS, the City Council wish to extend to the employees of City of McAlester, Oklahoma insurance coverage with as much coverage and choices that are available, they have elected to enroll the City employees of McAlester in a new plan known as the Oklahoma Public Employees Health & Welfare (OPEH&W) Plan, and;

WHEREAS, it is necessary a member of the City of McAlester City Council be appointed as a board member of the OPEH&W Plan before the change in insurance coverage becomes effective. This appointment will be for an indefinite period and will require a new appointment if changes are made to the McAlester City Council.

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

Section 1. It is the decision of the City of McAlester City Council that Mayor, Steve Harrison is appointed as the official Board Member to the OPEH&W Plan Board effective this 11th day of June, 2013

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma duly signed by the Mayor this 11th day of June, 2013.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Please print clearly to ensure accurate processing



Your Insurance **Mike Scheidegger**
 Broker is : 9400 North Central Expressway
 Suite 1400
 Dallas
 TX 75231

Your Guardian **David Willey**
 Representative 14643 Dallas Parkway,
 is : Suite 100
 Dallas
 TX 75254
 (972) 458-1032

The Guardian Life Insurance Company Of America | 7 Hanover Square, New York, NY 10004

APPLICATION FOR A PLAN OF GROUP INSURANCE

REQUESTED COVERAGE	
Applicant: City of McAlester 28 E Washington Avenue McAlester, OK 74501 SIC Code: 9111	Coverage(s): Dental

If information is incorrect, ask your insurance broker for an updated application.

BUSINESS INFORMATION		
Types of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> S Corp <input checked="" type="checkbox"/> Other: <u>Municipality</u>	Nature of Business Municipality	
	Tax ID Number 73-6005314	Date Established 07/01/1907
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Has your company ever filed, or is it now in the process of filing, for bankruptcy (Chapter 7 or 11) ?		

Complete below if your company or any of its affiliates has ever applied for group insurance with Guardian.		
Company or Affiliate Name (If different from Section 1)	Plan Number	Cancellation Date / /

Complete below if there are any COBRA or state continuation cases.			
Employee/Dependent	Type	Reason	Continuation Dates
None	Date of Birth / /	<input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Extension of benefits <input type="checkbox"/> Disability <input type="checkbox"/> Non-Disability	Start / / End / /

For additional names, please attach a separate sheet

AGREEMENT	
<p>Conditions Of Agreement It is understood that only full-time employees and dependents of such shall be eligible.</p> <p>Full-time employee means one who regularly works the number of hours in the normal work week established by this applicant (but not less than 30 hours per week) at the applicant's normal place of business.</p>	<p>Acceptance of Plan It is further understood that no insurance will be effective until the plan is accepted in writing by the Insurance Company(-ies). No contract of insurance is to be implied in any way on the basis of the completion and submission of the application.</p> <p>Upon acceptance, this application will be attached to and made part of the Group Insurance Policy.</p> <p>Fraud Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the</p>

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AGREEMENT Continued

Insurance Broker Representation: It is further understood that no broker has power on behalf of The Guardian Life Insurance Company of America to make or modify any request or application for insurance, or to bind said Insurance Company by making any promise or representation or by giving and receiving any information.

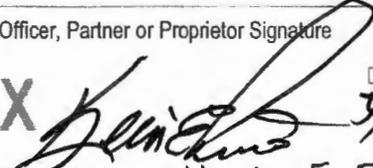
proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

The undersigned applicant certifies that to the best of his/her knowledge and belief, all of the responses given are true, correct and complete. The applicant understands that a false statement or misrepresentation in the application may result in loss of coverage in the policy, the rescission of the policy, or a revision of the rates quoted.

SIGNATURES

I have reviewed the statements made by me on this application, and they are true and complete to the best of my knowledge and belief. By my signature below, I acknowledge that City of McAlester endorses the Guardian plan of insurance.

Officer, Partner or Proprietor Signature

X  Date 5/24/11
 Title Mayor, Kevin E. Priddle

Witness Signature

X Date / /
 Title

Insurance Broker Signature

X Date / /
 Print Name

Additional Insurance Broker Signature

X Date / /
 Print Name

Apex Global Partners, LLC

CMA2007

Group Plan Number _____

Requested Effective Date / /



0001000000000159783555-03



NATIONAL GUARDIAN LIFE INSURANCE COMPANY
GROUP VISION APPLICATION



Administered by: **Superior Vision Services, Inc.**
 11101 White Rock Road, Suite 150
 Rancho Cordova, CA 95670

Group Effective Date: July 1, 2011 Group No. 30199

Legal Group Name	<u>City of McAlester</u>	Tax ID Number	<u>73-6005314</u>
Physical Address	<u>28 East Washington Avenue</u>	ERISA Number	<u>N/A</u>
City \ State \ Zip	<u>McAlester, OK 74501</u>	SIC \ Industry	<u>Municipality</u>
Billing Address	<u>28 East Washington Avenue</u>	# of Employees	<u>175</u>
City \ State \ Zip	<u>McAlester, OK 74501</u>	# of Eligible	<u>175</u>
Eligibility Contact	<u>Sheila Maldonado</u>	Phone	<u>(918) 423-9300 ext. 4988</u>
Billing Contact	<u>Sheila Maldonado</u>	Phone	<u>(918) 423-9300 ext. 4988</u>

Initial Premium Rates:

Employee Only	\$ 5.24	Employee + Spouse	\$ 10.36	Employee + Child(ren)	\$ 10.14	Employee + Family	\$ 15.44
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Initial Guarantee Period: Premiums are not guaranteed beyond the below date.

July 1, 2011 through June 30, 2015

Eligibility data will be submitted using: National Guardian enrollment forms Email or electronic media

Eligibility: Employees working 40 hours per week will be effective for coverage upon: 30 Days 60 Days 90 Days

1st of the month following 90 days Other _____

Eligible Dependents include: Legal Spouse, Domestic Partner (Yes No) and unmarried Children under the age of _____ years old or under the age of _____ years old if a full-time student (same as employer health plan).

Participation:

Depending on group size and coverage elected, specific participation requirements may apply. Participation must be met before the insurance can be effective and must be maintained continuously while insurance is in force to prevent cancellation of coverage. I understand and agree that audits will be made by National Guardian Life Insurance Company now and in the future to verify the number and names of full-time employees of this group. I will furnish with application and upon any future request any other information requested.

Please send Membership Materials and Enrollment Materials to (CHECK ONE):

Group Attn: Pam Kirby Phone (918) 423-9300 Email pamela.kirby@cityofmcalester.com
 Agent _____ Phone _____ Email _____

I understand and agree if, on the effective date, an employee is not in permanent full-time active work or unable to perform usual and customary duties, coverage will not be effective until the employee returns to an active eligible status. I hereby certify that the information provided herein is true and complete to the best of my knowledge and that I have read and understand this form.

The information contained herein describes the essential provisions of the elected coverage(s) discussed between the above client and an authorized National Guardian Life Insurance Co. representative. By signing this form, both parties agree that these are the essential provisions the client is purchasing. The details of this form may be changed by either party with mutual agreement.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Signed: Date: 5/26/11
 Print Name: Kevin Priddle Title: Mayor

National Guardian Representative: _____ Date: _____

Agent Collin McNeese	Tax I.D. # 20-4634415
Agency Apex Global Partners, LLC	Phone (214) 526-2377
Address 9400 North Central Expressway, Suite 1400	Fax
City/State/Zip Dallas, TX 75231	Email cmcneese@agpins.com

National Guardian Life Insurance Company appointment on file: Yes No Pending N/A

The Lincoln National Life Insurance Company
 Group Insurance Service Office
 8801 Indian Hills Drive
 Omaha, Nebraska 68114-4066

Office Use Only ID#

APPLICATION FOR GROUP INSURANCE

Is hereby made to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (the Company).

A. NAME AND ADDRESS

1. Applicant's Full Legal Name (exactly as to be shown in Group Policy): _____
City of McAlester

2. Main Office Address (physical location and group situs state):
 Street 28 E. Washington Avenue City McAlester State OK
 Zip 74501 Phone # 918-423-9300 FAX # 918-421-4998 E-Mail Address _____
 (if available)

B. REQUESTED COVERAGES

The following Group Insurance is applied for as specified in the sold case proposal(s). Complete the requested Effective Date for each coverage.

<input checked="" type="checkbox"/> Life & AD&D with Effective Date <u>07/01/11</u>	<input checked="" type="checkbox"/> Voluntary Life with Effective Date <u>07/01/11</u>
<input checked="" type="checkbox"/> Long Term Disability with Effective Date <u>07/01/11</u>	<input type="checkbox"/> Voluntary Life & AD&D with Effective Date _____
<input type="checkbox"/> Short Term Disability with Effective Date _____	<input type="checkbox"/> Voluntary Long Term Disability with Effective Date _____
<input type="checkbox"/> Dental with Effective Date _____	<input type="checkbox"/> Voluntary Short Term Disability with Effective Date _____
	<input type="checkbox"/> Voluntary Dental with Effective Date _____

C. BUSINESS INFORMATION

1. Nature of Business (Please specify): City Government
 Years in Business 103 Federal Tax ID# 73-6005314

2. Business is Organized As (select one):
 Corporation Non-Profit Organization
 Partnership Proprietorship Other Municipality

3. Financial Risk (If Yes to any part, please explain below.)
 Yes No Has Applicant ever filed for bankruptcy?
 Yes No Does Applicant anticipate ceasing or materially reducing active business operations?
 Yes No Has Applicant opted out (or do they anticipate opting out) of Workers' Compensation?
 Explanation: _____

4. Binder payment submitted: Amount \$ _____ (if applicable)

D. REPLACEMENT COVERAGE

Yes No Will all or part of this coverage replace any similar coverage? If Yes, provide details of the prior plan below and enclose a copy of each inforce contract to be replaced.

Coverage Type	Prior Carrier Name	Prior Plan Effective Date	Termination Date
<u>Basic Life/AD&D</u>	<u>Mutual of Omaha</u>	<u>05/01/05</u>	<u>06/30/11</u>
<u>Voluntary Life</u>	<u>Mutual of Omaha</u>	<u>05/01/05</u>	<u>06/30/11</u>
<u>LTD</u>	<u>Mutual of Omaha</u>	<u>05/01/05</u>	<u>06/30/11</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PARTICIPATION AGREEMENT

The Lincoln National Life Insurance Company (herein called the Company)

Complete only if applying for coverage under The Lincoln National Life Insurance Company Voluntary Insurance Trust.

Note: Do not complete in AL, MN, MS, ME, TX, FL, WA, VT, or SD.

Application is hereby made to become a Participating Employer under The Lincoln National Life Insurance Company's Voluntary Insurance Trust, based on the following statements plus the attached application for group insurance coverage. The Group Employer named below (herein called the Employer) understands that if Voluntary Group Term Life and AD&D or Disability Income insurance is requested and approved, such Employer will become a Participating Employer under The Lincoln National Life Insurance Company Voluntary Insurance Trust, situated in Kansas City, Missouri. The Employer agrees to the terms of the Trust Agreement, each group policy issued to the Trust under which the Employer's employees become insured, and any amendments to them. The Employer understands that group certificates will be supplied and agrees to distribute them to each employee enrolled in the program. After receipt of the group certificates, payment of premium is deemed acceptance of the policy's terms.

The Employer agrees to be responsible for all premiums payable with respect to any of my employees who will be insured under the policy. The Employer agrees to honor and administer on a timely basis the written payroll deduction request of each participant, in the amount required to pay the necessary premium to keep coverage in-force. Payroll deductions will be remitted to the Company on a timely basis, in accord with the billing schedule agreed upon. The Employer agrees to promptly furnish the Company any information reasonably required to administer the coverage and claims under it.

The Employer understands that participation in the program may be terminated at any time by giving prior written notice to the Company. The effective date of termination will be the date the notice is received by the Company's Group Insurance Service Office, or on any later date stated in the notice. The Employer understands that the Company may terminate the Employer's participation based on the following circumstances:

- a) at the end of the grace period during which the required premium has not been paid;
- b) on any premium due date on which participation in the program falls below a minimum level of 10 employees;
- c) on any premium due date when the Employer has failed to perform any duties related to the policy in good faith;
- d) on any premium due date after the premium rate has been in effect for at least 12 months (or any longer Rate Guarantee period agreed upon by the Company).

The Employer understands that the Company may change any premium rate:

- a) when there is a change in the terms of the policy, or in the factors bearing on the risk assumed;
- b) when the policy liability is changed as a result of a change in federal, state or local law;
- c) when a division, subsidiary or affiliate is added, removed, or relocated;
- d) when the number of insured employees has changed by 25% or more since the Rate Guarantee period began;
- e) on any premium due date after the expiration of the Rate Guarantee period agreed upon by the Company.

SIGNATURE

I have read and understand the agreement above and will comply with the agreement as stated. I have reviewed, understand and agree to the proposal, rate structure, and enrollment strategy presented to me by the Company representative. I understand that no agent, broker or field representative has any right to bind the requested coverage, alter the terms of the policies or enrollment materials, adjust any claim for benefits, or waive any of the Company's rights or requirements.

Group Employer Name & ID City of McAlester 73-6005314

Kevin E. Priddle
Printed Name of Authorized Company Officer



Signature of Authorized Company Officer

Mayor
Title

5/26/11
Date

E. FRAUD WARNING

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award from insurance proceeds shall be reported to the Colorado Division of insurance within the Department of Regulatory Services.

DC: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

KENTUCKY: Any person who knowingly and with the intent to defraud an insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information containing any fact material thereto, commits a fraudulent insurance act, which is a crime.

LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW MEXICO: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO: A person commits insurance fraud, if he or she submits an application containing a false or deceptive statement with the intent to defraud (or knowing that he or she is helping to defraud) an insurance company.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

OTHER STATES: A person may be committing insurance fraud if he or she submits an application containing a false or deceptive statement with the intent to defraud (or knowing that he or she is helping to defraud) an insurance company.

F. AGREEMENT. The Applicant hereby applies for group insurance. The information in this Application is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance. Omission or misstatement of known information on this Application could affect the validity of any insurance issued and cause the denial of an otherwise valid claim. The Applicant understands that the requested group insurance will:

- (a) be issued only if the requested insurance is acceptable to the Company and is legally permissible;
- (b) be issued under a group Policy or Policies in the language customarily used by the Company;
- (c) be subject to the Company's usual underwriting requirements (including Evidence of Insurability, if applicable);
- (d) be subject to all exclusions and limitations of the Policy; and
- (e) take effect on the date determined by the Company.

The Applicant understands that no agent or broker has the authority to guarantee the acceptability of the requested insurance. The effective date of insurance for which an employee is required to submit satisfactory Evidence of Insurability will be determined in accord with the Policy's terms, and will be subject to the Active Work requirement. The Applicant agrees not to:

- (a) collect or pay premiums (other than the Binder Premium, if any) for such insurance, before receiving the Company's notice of approval; or
- (b) distribute material describing Policy coverage to persons to be insured, without the Company's prior written consent.

If dental insurance is requested, the Applicant agrees to provide employees and dependents notice of any applicable continuation rights, required by federal COBRA law or any similar state continuation law. Premium rate quotes were based on data submitted to the Company. Final premium rates will be determined by the actual composition of the group. This application and the Binder payment, if any, constitutes the consideration for any Policy issued. After receipt of the Policy, payment of the premium is deemed acceptance of the Policy's terms. If this Application is approved, it will be made a part of any Policy issued.

Writing Agent
Or Broker's Signature _____

Signed by Applicant's Authorized Representative: _____

Typed or Printed Name Apex Global Partners, LLC.

Signature _____

License Number 10002366 State OK

Typed or Printed Name Kevin E. Priddle

Title Mayor

State Signed Oklahoma Date _____

Must be signed prior to Effective Date

LETTER OF AGREEMENT
Between the
Oklahoma Tobacco Settlement Endowment Trust
And
City of McAlester Oklahoma

Sent for Legal Review
6/3/13
For City Council
6-11-13

Purpose

This agreement is with the City of McAlester (Grantee) for grant funds received from the Oklahoma Tobacco Settlement Endowment Trust Fund (TSET), through the Healthy Communities Incentive Grants Program.

Period of Agreement

The period of this agreement is from July 1, 2013 through June 30, 2014.

Scope of Work

1. The City of McAlester has completed all requirements under the Healthy Communities Incentive Grants program for the Basic level of award in the amount of \$8,000. The Grantee's application and signed documents are contained in the Letter of Agreement.
2. The City of McAlester will provide TSET the Signed Letter of Agreement which includes supporting documents and new documents requiring signature:
 - a) Attachment A - Supporting documents as submitted (Application, Narrative and Budget)
 - Attachment B - Contract Non-Collusion Certification
 - Attachment C - Workers Compensation Clause
 - Attachment D - Vendor/Payee Form
 - Attachment E - Direct Deposit /Change Request Form New Bank Account
 - Attachment F - Invoice

All documents must be completed, signed and returned to TSET.

- b) In the event that the grantee wishes to use grant funds for purposes other than those originally proposed, or if the grantee requires additional time beyond June 30, 2014 for completion of the project, the grantee agrees to seek prior written approval from TSET for any other uses of funding or an extension to the period of performance.
 - c) The Grantee agrees to send TSET documentation acceptable to TSET upon completion of the project.
3. TSET will:
 - a) Issue the grant funds by July 1, 2013 or within 45 days of receipt of a properly completed paperwork.
 - b) Work with the Grantee in the event that the grantee wishes to use grant funds for purposes other than those originally proposed, or if the grantee requires additional time beyond June 30, 2014 for completion of the project to compliance with the guidelines of the original application.
 - c) Verify the completion of the proposed project.

TERMS and CONDITIONS

Access to Records:

The Grantee agrees to maintain required records and supporting documentation as validation for dollars awarded and expended for a period of three years from the ending date of the Agreement. The Grantee also agrees to allow the State Auditor's Office, the TSET, or their authorized representatives access to the records,

books, documents, accounting procedures, practices or any items of the service provider relevant to this Agreement for purpose of audit and examination. The Grantee further agrees to provide appropriate access by the aforementioned parties to any sub-Grantee's associated records. In the event any audit, litigation or other action involving these pertinent records is started before the end of the three (3) year period, the Grantee agrees to retain these records until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

Applicable Law:

This Agreement shall be governed by the laws of the state of Oklahoma notwithstanding its choice of law provisions. Any legal action in connection with this Agreement shall be filed in a court of competent jurisdiction in Oklahoma County, Oklahoma, to which jurisdiction and venue TSET and Grantee expressly agrees.

Contact Persons:

For the purposes of this Agreement, all contacts with the TSET shall be directed to its representative, Connie Befort at (405)521-4985.

For the purpose of this Agreement, all fiscal contacts with the Grantee shall be directed to its representative, Pamela Kirby at (918)423-9300 ext 4935.

Entire Agreement:

This Agreement, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subjectmatter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Failure To Comply Statement:

The Grantee agrees that should it be in non-compliance with any applicable Federal or State laws, or regulations that the Agreement may be suspended, terminated, or canceled in part or in whole. Observance of the compliance with the requirements thereof shall be the responsibility of the Grantee, without reliance on or direction by the TSET.

Grantee's Relation to the TSET:

The Grantee is in all respects an independent entity and is neither an agent nor an employee of the TSET. Neither the Grantee nor any of its officers, employees, agents, or members shall have authority to bind the TSET nor are they entitled to any of the benefits or worker's compensation provided by the TSET to its employees.

Non-Collusion

The Non-Collusion Affidavit must be signed, notarized and completed by the Grantee. (Attachment B)

Procurement Integrity:

The Parties certify they have not entered into this Agreement with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Parties or their employees.

Statement of Responsibility and Liability:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The TSET shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2011, §151 et seq., as amended.

The Grantee shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Workers Compensation and Employer's Liability:

The Grantee is required to comply with applicable State worker's compensation statutes. (Attachment C)

The Grantee shall provide evidence of insurance coverage (Certificate of Insurance), including Workers Compensation, Automobile Insurance, Medical Malpractice, or General Liability, as applicable, from the insurance carrier before the commencement of any work. Such policy or policies shall require thirty days advance notice of cancellation be provided to the TSET.

Vendor Payee Form:

Complete form. If established with taxpayer identification number, please enter in appropriate area on form. (Attachment D)

Receipt of Funds:

Grantee will receive funds by EFT. Per HB 1086, "disbursements from the State Treasury must be processed electronically and electronic fund transfer (EFT) method is used to make state expenditures". (Attachment E)

Invoice:

Complete highlighted areas. Invoice must be signed, dated and returned to TSET. (Attachment F)

Tracey Strader
Executive Director
Oklahoma Tobacco Settlement Endowment Trust
3800 N. Classen Blvd., Suite 200
Oklahoma City, OK 73118

Date

Steve Harrison, Mayor
City of McAlester
P.O. Box 578
McAlester, OK 74502

Date

**OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
HEALTHY COMMUNITIES INCENTIVE GRANT
COMMUNITY INFORMATION**

**Applications are accepted from January 1 through February 28 at 4:00 pm.
(Grants will be awarded based on funds available.)**

Community Information

City Name:	CITY OF MCALESTER
Population Size:	18,383 [US. CENSUS 2010]
Mailing Address:	PO BOX 578 MCALESTER OK 74502
Physical Address:	28 EAST WASHINGTON AVE MCALESTER OK 74501
Mayor's name:	STEVE HARRISON
Mayor's email address:	steve.harrison@cityofmcalester.com
City Manager's name:	PETE STASIAK
City Manager's email address:	pete.stasiak@cityofmcalester.com
Application Contact Name:	PAMELA KIRBY
Job Title:	HUMAN RESOURCES MANAGER / GRANT WRITER
Telephone:	918-423-9300 X 4935
Fax Number:	918-421-4998
Email Address:	pamela.kirby@cityofmcalester.com

Level of certification community achieved from the 2012 Certified Healthy Communities Program:

MERIT

Brief description of the intended use of the incentive funds:

Parks and trails are established to promote healthy activities. The purpose of park and trail areas is to promote community wellness. These funds will be used to purchase much needed playground equipment for a centralized, highly used, city-owned public park to encourage outdoor play and family exercise. As of March 15, 2012, all outdoor playground surfacing is required by law to comply with the 2010 ADA Standards for Accessible Design. Some of the funds will be used to purchase materials to make the area ADA compliant and allow children of all abilities to access the play area and equipment. This park and trails playground equipment will be used on a regular basis by children, young people, and their families during exercise outings, nature walks, cookouts, children's birthday parties, family get-togethers, school outings, public events, and low-cost, healthy, outdoor family outing opportunities.

Project Start Date: June, 2013

Certification of Non-Acceptance of Tobacco Funds

The applicant named above hereby certifies that it will not accept funding from, nor have an affiliations or contractual relationship with, a company engaged in the manufacture of tobacco or tobacco products for the purpose of event sponsorships, curriculum, grants programs, research, evaluation or other similar activities during the term of the grant from the Oklahoma Tobacco Settlement Endowment Trust. The applicant further certifies that it will not engage in the manufacture of tobacco products during the term of the grant. This restriction does not apply to the growth or use of non-commercial tobacco for ceremonial use.

	2/28/13
Signature of Mayor	Date

	2-28-13
Signature of City Manager	Date

PROJECT NARRATIVE

Get Healthy McAlester -

In the nation, Oklahoma ranks: 47th [high] in smoking, 12th [low] in binge drinking, 45th [high] in obesity, and 45th [high] in sedentary lifestyle. [Source: http://pubs.niaaa.nih.gov/publications/Surveillance95/tab2_10.htm; and, State Health Department Website: www.ok.gov/health].

Oklahoma is the sixth-worst state for obesity rates, with nearly one in three residents qualifying as obese, according to new data released Monday by the Centers for Disease Control. "We're not satisfied with the number," said Keith Reed, director of the center for the advancement of wellness at the Oklahoma State Department of Health. "We know that we've got a lot of work to do in Oklahoma. The worst state was Mississippi, with 34.9 percent. The best state was Colorado, with 20.7 percent.

One of the factors that likely contributes to obesity in cities like Tulsa, and McAlester, is a lack of sidewalks, buses and bike lanes that can incorporate physical activity into a person's routine, he said. Many cities around the country are instead built around the car, he said. [Source: http://www.tulsaworld.com/news/article.aspx?subjectid=17&articleid=20120814_17_A1_Oklaho299643].

McAlester has developed a master plan for a trails system that will link the different parts of the city and encourage more walking, biking, running, skating and skateboarding. Small efforts at the local level can lead to a large impact.

Economic Benefits: Walkable neighborhoods he Surgeon General reported in January 2010 that almost one in every three children in the United States is overweight or obese. Playground equipment gets children moving and having fun at the same time. Slides provide climbing exercise for the legs; bars exercise arms and shoulders; jungle gyms strengthen arms, legs and shoulders; and all the equipment together encourages children to run from one piece to another, giving them a healthy dose of cardiovascular, heart-healthy exercise.

Social Benefits

Part of the appeal of trails, playgrounds and playground equipment is that people get to be around one another – especially children . The Voice of Play website reports that both group interaction and social development take place on playground equipment in a number of ways: Children learn how to take turns and exercise self-control waiting for a swing to open up; they can observe each other on all the equipment; and they can strike up conversations with peers on the platforms, bridges and ramps of playground structures – all under the watchful eye of a grown-up. Linnea Anderson, writing about the history of playgrounds in the U.S. for the infed website, explains that early playground advocates believed that social interaction in playgrounds benefits the country as a whole, building "citizenship and neighborliness" when children from different races and economic levels have a chance to play together.

Self-Confidence Benefits

Albert Einstein said: "Play is the highest form of research." Adults have the opportunity and excuse to try new activities that build their strength, endurance, and wellness levels in outdoor playgrounds and wellness trails. To go from not being able to walk to the end of the block to being able to walk from one neighborhood to another is quite a self-esteem boost.

Mental Benefits

Playground equipment helps children's brains develop, that brain development in the first six years of life is especially important, and that the more children exercise both their sensory and motor skills by using playground equipment, the more brain-neural connections they create.

'Overweight and obesity' rates have risen dramatically in the United States since the 1970s; and, during a similar time period, physical activity rates have declined in both children and adults. Being physically active is more than a personal decision; community design and the availability of open spaces and recreation areas strongly influence how active people are. Living close to parks and other recreation facilities also is consistently related to higher physical activity levels for both adults and youth. One national study found that adolescents with easy access to multiple recreation facilities were both more physically active and less likely to be overweight and obese than were adolescents without access to such facilities. The Institute of Medicine has stated that improving the walkability of neighborhoods and increasing access to recreation facilities are essential strategies for preventing childhood obesity.

Our master trails plan and park enhancements will have a positive effect on every person in our community and being designated as a Certified Healthy Community at the MERIT Level is one more step in the right direction to making 'being healthy' a norm for McAlester, Oklahoma. We plan to use this grant money and other monies that we raise from local 5k runs and health events to systematically build healthy outdoor opportunities to link our community members together.

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
Healthy Communities Incentive Grants
Use of Grant Funds Summary Budget

Community Name:	CITY OF MCALESTER	
Project:	OUTDOOR PARK & TRAILS PLAYGROUND EQUIPMENT	
Budget Category	Explanation (Include information on who is doing the work, travel involved, meetings, facility use, etc.)	Dollar Amount
EQUIPMENT	COMMERCIAL QUALITY PLAYGROUND EQUIPMENT	\$20,000.00
SUPPLIES	ADA COMPLIANT GROUNDCOVER	\$ 5,000.00
	Total	\$25,000.00

If this project is related to or part of a larger project, please provide a brief explanation:
 This project is part of a Master Plan to provide exercise and outdoor fun opportunities throughout the city of McAlester in clean, safe, healthy environments that will eventually link the city for biking, skateboarding, walking, running, skating, etc.

- *Examples of Budget Categories:**
 Capital Improvement - (i.e. sidewalk, lighting, playground, etc.)
 Training - (retailer training, staff training)
 Planning/Needs Assessment - (meeting expenses, consultation, etc.)
 Equipment - (exercise equipment, signage, etc.)
 Website/Social Media - (updates, design, programming, etc.)

Contract Non-Collusion Certification

Improving the Health of Every Oklahoman



In accordance with 74 O.S. §85.22, any contract executed by the State shall contain the following certification:

1. I am the VENDOR duly authorized agent of VENDOR (check applicable box), under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the VENDOR nor anyone subject to the VENDOR's direction or control has paid, given, or donated, or agreed to pay, give, or donate, to any officer or employee of the State of Oklahoma any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached; and
4. No person who has been involved in any manner in the development of the contract to which this statement is attached, while employed by the State of Oklahoma, shall be employed to fulfill any of the services provided for under this contract.

Name (PRINT)

Title (PRINT)

Signature

Date

VENDOR INFORMATION: (Must be completed)

Firm/Name: _____

Address: _____

City/State: _____

Phone: _____

SSN/FEIN: _____

The State of Oklahoma does not enter into contracts or other arrangements that have the effect of subjecting its citizens or employees to discrimination because of race, color, national origin, sex, or disability. All vendors of the State of Oklahoma must comply with state and federal laws prohibiting discrimination, including, but not limited to, the Civil Rights Acts of 1964 and 1991 and the Americans with Disabilities Act of 1990.

Workers Compensation Clause

Worker's Compensation Policy:

Workers Compensation Insurance is required by the State of Oklahoma for all entities that contract with the State. Proof of Workers Compensation Insurance is required by the Department of Central Services as specified below:

Worker's Compensation Insurance Policy # _____

Policy Expires: _____ Carrier's Name: _____

Note: Successful vendor shall furnish a certificate of insurance to the ordering agency to show insurance for the job in compliance with the Oklahoma Workers Compensation Law, before work begins. Failure to provide the Certificate of Insurance in a timely manner may result in cancellation of the contract award."

Exempt from Worker's Compensation:

If you are exempt from the Worker's Compensation Insurance statute you must state your exemption and sign the following waiver of liability.

I, the undersigned, hereby waive any claim against the using agency and/or its agents and assume responsibility for all accidents, injuries or losses incurred by me as a result of my negligence while in connection with any activity conducted with the using agency, thereby releasing the department, division and/or its agents for any responsibility.

Title 85 O.S. § 2.6
Claimed Exemption _____

(Signature)

(Name, printed)

(Date)

Edition: 10/1/09



State of Oklahoma
Office of State Finance
Vendor Maintenance

Vendor/Payee Form

Attachment
(0)

Change Existing Address #
Additional Address

The State of Oklahoma requires the following information for all new vendors (payees) before any payments can be made. This information is used to establish you in the State's vendor file. The form must be signed to be valid. This form should not be used to establish Garnishment Vendors or State Employee Vendors.

AGENCY SECTION

Agency Name Oklahoma Tobacco Settlement Endowment Trust
 Contact Name Dorothy Antwine Phone #: (405) 521-3887 Fax#: (405) 525-6104

1099 Reportable Status
 Attention Paying Agency: Please check the **Add** box on the left if payments to this vendor/Payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the **Remove** box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:

Add: 1 - Rents 2 - Royalties 3 - Prizes & Awards
 Remove: 6 - Medical & Health Care 7 - Non-Employee Compensation 10 - Crop Insurance Proceeds
 14 - Gross Proceeds to an Attorney

PeopleSoft (Oracle) 10-digit Vendor #: _____

VENDOR/PAYEE SECTION (Please print or type this information. Complete and fax to requesting State Agency)

Company Name (or Individual, or Government Entity)	Phone #	Fax #
Name on IRS Record (if different than above)	Phone #	Fax #
VENDOR/PAYEE TIN/SSN: _____		
Business Address:		
(PO Box or Street, City, State, 9-Digit Zip Required)	E-mail Address	
Optional Address - check as appropriate:		
If different, <input type="checkbox"/> Pricing <input type="checkbox"/> Ordering <input type="checkbox"/> Invoicing <input type="checkbox"/> Remitting <input type="checkbox"/> Returning	Phone #	Fax #
(PO Box or Street, City, State, 9-Digit Zip Required)	E-mail Address	
Contact Name & Title: _____		
If different, <input type="checkbox"/> Pricing <input type="checkbox"/> Ordering <input type="checkbox"/> Invoicing <input type="checkbox"/> Remitting <input type="checkbox"/> Returning	Phone #	Fax #
(PO Box or Street, City, State, 9-Digit Zip Required)	E-mail Address	
Contact Name & Title: _____		
Customer Service Information, if different:		
Phone #	Fax #	E-mail

Vendors/Payees DO NOT fax to numbers below. The form must be returned to the state agency requesting this information. Use OSF_GARNVEND form for Garnishment Vendors.

State Agency, fax completed and signed form to: OSF, Attention Vendor Maintenance 405-521-3383 or 405-522-0392

OSF/DCS USE ONLY: Date Posted: By:

SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the State, or may result in the State having to deduct backup withholding amounts from its remittances to you.

Federal Employer Identification Number (FEIN) _____
 U.S. Taxpayer Identification Number (TIN) _____ If none, but applied for, date applied _____
 U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Check the box below that best describes your residency status:

Companies:

- Domestic (U.S.) sole proprietorship Domestic (U.S.) partnership Domestic (U.S.) corporation Domestic (U.S.) other
 Foreign (non-U.S.) sole proprietorship* Foreign (non-U.S.) partnership* Foreign (non-U.S.) corporation*
 Foreign (non-U.S.) other* - explain: _____

Individuals:

- Citizen (individual) of the United States Resident alien (individual) of the United States Non-resident alien (individual) **

* NOTE: IF YOU MARK THIS BOX, WE WILL FORWARD AN INTERNAL REVENUE SERVICE (IRS) FORM W-8 (<http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>). CERTIFICATE OF FOREIGN STATUS, TO YOU. THIS MAY EXEMPT YOU FROM BACKUP WITHHOLDING. FORM W-8 DOES NOT EXEMPT YOU FROM THE 30% (OR LOWER PERCENTAGE BY TREATY) NONRESIDENT WITHHOLDING TAXES. TO CLAIM THIS EXEMPTION, YOU MUST FILE IRS FORM 8233 WITH US. FOR MORE INFORMATION, REFER TO IRS PUBLICATION 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that the above information is correct and that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN

 Signature of Vendor Representative or Individual Payee Date

 Title of individual signing form for company

 Vendor/Payee (Same as Company Name from Page 1)

IRS Instructions Regarding 1099 MISC Reporting

IRS Instructions regarding 1099 MISC reporting are posted on the IRS website at: <http://www.irs.gov/instructions/i1099misc/index.htm>. Reportable payments include (a) royalties or broker payments in lieu of dividends or tax-exempt interest; (b) rents, services (including parts and materials), prizes and awards, other income payments, medical and health care payments, crop insurance proceeds, cash payments for fish (or other aquatic life) you purchase from anyone engaged in the trade or business of catching fish; (c) any fishing boat proceeds; or (d) gross proceeds paid to an attorney (see below).

Generally, if reportable payments do not fall under Box 1, 2, 3, 6 or 14, use Box 7. Specifically, all payments to physicians and medical corporations must be reported in Box 6. Attorney's fees, including payments to a law firm or other provider of legal services, are reportable in Box 7, except for gross proceeds. Gross proceeds paid to attorneys, under IRC section 6045(f), are reportable in Box 14. These include the total amount paid to an attorney for settlement agreements. These rules apply whether or not the legal services are provided to the payer and whether or not the attorney is exclusive payee (e.g., the attorney's and claimant's names are on one check). However, these rules do not apply to wages paid to attorneys that are reportable on Form W-2.

Attachment
E



PeopleSoft Vendor Registration
State of Oklahoma
Office of State Finance
Office of the State Treasurer

Dear Valued Supplier,

We are in receipt of a request to add or update your company's bank account information within the State's Vendor system. In order for the Office of State Finance (OSF) and the Office of the State Treasurer (OST) to approve this request, your assistance is required to complete the attached **Change Request Form - New Bank Account** form.

The **Change Request Form - New Bank Account** form consists of three sections that are required to be completed in order for such request to be processed. As further described below, a Requestor must complete Section I. Section II must then be completed and signed by both the Requestor and Authorized Individual. The form must then be presented to your financial institution. A representative of your financial institution should then complete Section III and send the completed form to PeopleSoft Vendor Registration.

Section I - Company Information

Section II - New Bank Change Request. This section is to be completed and signed by (i) the individual within your company who initiated the bank account add/update through the portal ("Requestor"), and (ii) an individual authorized, on behalf of your company, with the requisite authority to open and close bank accounts ("**Authorized Individual**"). Unless you are a sole proprietor or your account is a consumer account whereby the Requestor is the sole owner of the account, **the Authorized Individual shall be someone different from the Requestor.**

Section III - Financial Institution Information. This section must be completed and signed by an authorized official of your company's financial institution. Once completed, your financial institution may fax this form to the attention of PeopleSoft Vendor Registration at 1-405-521-4994 or mail it to the attention of PeopleSoft Vendor Registration at Office of the State Treasurer, 2300 N. Lincoln Blvd, Room 217, Oklahoma City, OK 73105.

For assistance please contact PeopleSoft Vendor Registration, at: vendor.esf@osf.ok.gov

**CHANGE REQUEST FORM
NEW BANK ACCOUNT**

Authorized Individual: By signing this document, you represent and warrant that you have authority to create this new account on behalf of your company in the State of Oklahoma PeopleSoft Vendor network. In order to process your request in a timely manner, **this form must be (i) signed by an authorized individual, other than the Requestor, with the requisite authority to open and close bank accounts, and (ii) the Financial Institution Information must be completed and returned to OST by your financial institution.**

Press tab to go the next field. Complete all fields, print, sign, forward to your bank for completion.

Section I. Company Information	
Company Name _____	Federal Tax ID # _____
Vendor # _____	Location # _____
Section II. New Bank Change Request	
New Bank Account Requestor	Authorized Individual (Different than Requestor)
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
Phone #: _____	Phone #: _____
Date: _____	Date: _____
Requestor signature _____	Authorized Individual signature _____

Section III FINANCIAL INSTITUTION INFORMATION	
<i>Bank Official: Please return this form to 1-405-521-4994. Cover sheet should direct to PeopleSoft Vendor Registrations.</i>	
Bank or Financial Institution Name: _____	
Branch Name and Number: _____	
Nine Digit Routing Transit Number: _____	
Depositor Account Number: _____	
Depositor Account Name: _____	
Is this deposit account owned by the company listed in Section I? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Type of Account: Checking <input type="checkbox"/> Savings <input type="checkbox"/>	
Authorized Bank or Financial Institution Official:	
Signature of Authorized Bank Official: _____	
Name: _____	Telephone: _____
Title: _____	Date: _____

Oklahoma Internal Use Only:			
Fax Received		Other	
Account Verified		Pass/Fail	
Acct Notes		Completed By	
Confirm New Bank		Approved Date	

INVOICE

Send Payment To:
City of McAlester

Bill To:
Connie Befort
Oklahoma Tobacco Settlement
Endowment Trust
3800 N. Classen Boulevard, Suite 200
Oklahoma City, OK 73118

Invoice Date:

Invoice Number:

Invoice Amount: \$8,000.00

RE: 2013 Healthy Communities Incentive Grants

<u>Description of Work:</u>	<u>Total</u>
Award Level - Basic	\$8,000.00
TOTAL	\$8,000.00

Submitted by _____ Date: _____

Transmission Report

Date/Time	06-03-2013	09:04:17 a.m.	Transmit Header Text		
Local ID 1	9184214970		Local Name 1		Line 1 City of McAlester
Local ID 2			Local Name 2		Line 2

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

LETTER OF AGREEMENT
Between the
Oklahoma Tobacco Settlement Endowment Trust
And
City of McAlester Oklahoma

Sent for Legal Review
 6/3/13
 For City Council
 6-11-13

Purpose

This agreement is with the City of McAlester (Grantee) for grant funds received from the Oklahoma Tobacco Settlement Endowment Trust Fund (TSET), through the Healthy Communities Incentive Grants Program.

Period of Agreement

The period of this agreement is from July 1, 2013 through June 30, 2014.

Scope of Work

1. The City of McAlester has completed all requirements under the Healthy Communities Incentive Grants program for the Basic level of award in the amount of \$8,000. The Grantee's application and signed documents are contained in the Letter of Agreement.
2. The City of McAlester will provide TSET the Signed Letter of Agreement which includes supporting documents and new documents requiring signature:
 - a) Attachment A - Supporting documents as submitted (Application, Narrative and Budget)
 - Attachment B - Contract Non-Collusion Certification
 - Attachment C - Workers Compensation Clause
 - Attachment D - Vendor/Payee Form
 - Attachment E - Direct Deposit /Change Request Form New Bank Account
 - Attachment F - Invoice

All documents must be completed, signed and returned to TSET.

 - b) In the event that the grantee wishes to use grant funds for purposes other than those originally proposed, or if the grantee requires additional time beyond June 30, 2014 for completion of the project, the grantee agrees to seek prior written approval from TSET for any other uses of funding or an extension to the period of performance.
 - c) The Grantee agrees to send TSET documentation acceptable to TSET upon completion of the project.
3. TSET will:
 - a) Issue the grant funds by July 1, 2013 or within 45 days of receipt of a properly completed paperwork.
 - b) Work with the Grantee in the event that the grantee wishes to use grant funds for purposes other than those originally proposed, or if the grantee requires additional time beyond June 30, 2014 for completion of the project to compliance with the guidelines of the original application.
 - c) Verify the completion of the proposed project.

TERMS and CONDITIONS

Access to Records:

The Grantee agrees to maintain required records and supporting documentation as validation for dollars awarded and expended for a period of three years from the ending date of the Agreement. The Grantee also agrees to allow the State Auditor's Office, the TSET, or their authorized representatives access to the records.

Total Pages Scanned : 15

Total Pages Confirmed : 16

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	885	9184234243	08:55:46 a.m. 06-03-2013	00:07:37	16/15	1	EC	HS	CP14400

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report
			G3: Group 3
			EC: Error Correct

CLIENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 1st day of July, 2013 (the "Effective Date"), by and between City of McAlester (the "Client"), and McAlester Regional Health Center Authority ("MRHC"), an Oklahoma public trust, with reference to the following circumstances:

1.0 Description of Services:

With the agreement, the client's employees will be entitled to the full use of MRHC's Wellness Center. This includes the following:

- A. Personal Fitness Trainers, individual 20, 30 or 60 minute monthly coaching sessions
- B. Certified instructors for the following classes
 - i. Low and High Impact Aerobics
 - ii. Yoga, Pilates, Ti Chi, Zumba, Core Pole, Ripped, ATB (Abs, Thighs, Buns)
 - iii. Boot Camp, Body Blast, Ball Classes
- C. Four types of water aerobic classes
- D. Therapy Pools access and water jet whirlpool relaxation area
- E. Aerobic Pool
- F. Fitness Equipment such as:
 - i. 38 treadmills, stationary bikes, stair steps, elliptical cross trainers
 - ii. 19 weight machines
 - iii. Large free weight area
 - iv. Mondo indoor walking track
- G. Personal Facilities Include:
 - i. Private showers, dressing areas, lockers, hair dryers and bathing suit dryers
 - ii. Free coffee and tea along with healthy foods and snacks for purchase in our large gathering area

2.0 Payment

Client agrees to pay for the use of MRHC's Wellness Center facility by all City Employees for an annual fee of Three Thousand Dollars, \$3,000.00 paid by the City of McAlester, OK to McAlester Regional Health Center within 30 days of the effective date.

This fee, paid by the client, will allow all client employees to join the Wellness Center at the individual rate of \$15.00 per month. This applies to the client's individual employee only. Each employee will pay their individual monthly fee directly to the Wellness Center. The Wellness Center's onetime assessment fee of \$25.00 per person will be waived. All standard add on fees will apply to accounts were the client's employees want to add family members and additional services.

3.0 Term and Termination

This contract shall last for one year from the Effective Date, July 1, 2013. It will be reviewed annually by MRHC for continuation and renewal.

This contract can be terminated by either party without cause providing 90 days advance written notice.

If this contract is not renewed by either party the standard membership rates will be applied to all the client's employee's utilizing the Wellness Center effective 30 days after the expiration of the contract.

5.0 Governance

The Agreement between the parties named in this document shall be governed by the laws of the State of Oklahoma and the parties agree that the sole jurisdiction for any dispute resulting from or relating to this Agreement shall be the State of Oklahoma with venue in Pittsburg County.

6.0 Modification

Any modification of the terms and conditions of this Agreement shall be in writing and signed by authorized agents from each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

McALESTER REGIONAL HEALTH CENTER AUTHORITY

BY: _____
(Print)

BY: _____
(Sign)

TITLE: President/CEO _____

DATE: _____

CITY OF McALESTER

BY: _____
(Print)

BY: _____
(Sign)

TITLE: _____

DATE: _____



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 1
Department: City Manager
Prepared By: Peter J. Stasiak Account Code: _____
Date Prepared: June 3, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AUTHORIZING THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") TO ISSUE ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,890,000.00; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING EXECUTION OF AN INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Recommendation

MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MCALESTER PUBLIC WORKS AUTHORITY "THE AUTHORITY" TO ISSUE ITS UTILITY SYSTEM AND SALES TAX REVENUE SERIES 2013.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>06/03/13</u>

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") TO ISSUE ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,890,000.00; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING EXECUTION OF AN INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The McAlester Public Works Authority, Pittsburg County, Oklahoma (the "Authority"), was organized under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of McAlester, Oklahoma (the "City"); and

WHEREAS, the voters of the City have approved, at an election held on November 6, 2012, the issuance of indebtedness by the Authority in an aggregate principal amount of not to exceed \$40,000,000.00, including specifically the aggregate principal amount of not to exceed \$13,800,000.00 to provide funds to pay the cost and expenses of certain street improvements benefitting the City (the "Project"); and

WHEREAS, the Authority is authorized and has determined to issue its \$8,890,000 Utility System and Sales Tax Revenue Note, Series 2013 (the "Note"), for the purpose of accomplishing a portion of the Project; and

WHEREAS, it is the desire of the Authority to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MCALESTER PUBLIC WORKS AUTHORITY:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Authority is authorized to incur an indebtedness by the issuance of its Utility System and Sales Tax Revenue Note, Series 2013, for and on behalf of the City, in an aggregate principal amount of \$8,890,000.00 for the purpose of (i) constructing street improvements benefitting the City, along with related costs, and (ii) paying certain costs associated with the issuance of the Note. The Note shall bear interest at the rate of ____% per annum and shall mature in principal installments as set forth on Exhibit "A" attached hereto.

SECTION 2. COMPETITIVE BIDDING WAIVED. Competitive bidding on the sale of said Note is waived and the Note is authorized to be sold to _____, at a price of par.

SECTION 3. SALES TAX AGREEMENT. The Sales Tax Agreement dated as of December 1, 2012, by and between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the Note, is hereby ratified and confirmed; provided however, the definition of Capital Improvement Ordinance as described therein is deemed to be amended to refer to Ordinance No. 2453 of the City, as it replaces and supersedes in its entirety Ordinance No. 1576, Ordinance No. 1983, Ordinance No. 2036, Ordinance No. 2037, Ordinance No. 2038, Ordinance No. 2091, and Ordinance No. 2144 of the City.

SECTION 4. INDENTURE. The Series 2013 Supplemental Note Indenture, as it supplements and amends that certain Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, and as further supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, (collectively, the "Indenture"), each by and between the Authority and BancFirst, Oklahoma City, Oklahoma, as Trustee, authorizing the issuance of and securing the payment of the Note approved in Section 1 hereof, is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 5. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURE. The organizational document creating the Authority is subject to the provisions of the Note Indenture referenced in Section 4 hereof.

SECTION 6. LEASE. The Lease dated July 24, 1979, but to be effective August 28, 1979, by and between the City and the Authority (the "Lease"), whereby the City leases unto the Authority its water, sanitary sewer, and garbage systems, is hereby ratified and confirmed.

SECTION 7. CERTIFICATE OF DESIGNATION. The Authority anticipates that the total amount of tax-exempt obligations (other than private activity bonds) issued by the Authority or other issuers on behalf of the City, will not exceed \$10,000,000 (\$10,000,000 being the applicable amount under the hereinafter referenced provisions of the Internal Revenue Code of 1986, as amended (the "Code")) for calendar year 2013, and hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in

Code, and authorizes the Chairman or Vice Chairman of the Authority to execute and deliver on behalf of the Authority a Certificate of Designation to that effect.

SECTION 8. EXECUTION OF NECESSARY DOCUMENTS. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Note to _____, upon receipt of the purchase price and are further authorized and directed to execute all necessary documentation and closing and delivery papers required by Bond Counsel; approve the disbursement of the proceeds of the Note, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 11TH DAY OF JUNE, 2013.

THE MCALESTER PUBLIC WORKS
AUTHORITY

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of The McAlester Public Works Authority.

I further certify that the Trustees of The McAlester Public Works Authority held a Regular Meeting at 6:00 o'clock P.M. on June 11, 2013, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 11TH DAY OF JUNE, 2013.

THE MCALESTER PUBLIC WORKS
AUTHORITY

(SEAL)

Secretary of Authority

EXHIBIT "A"

[Principal Payment Schedule]

<u>Payment Date</u>	<u>Principal Amount</u>
February 1, 2014	\$ 180,000.00
August 1, 2014	180,000.00
February 1, 2015	180,000.00
August 1, 2015	180,000.00
February 1, 2016	180,000.00
August 1, 2016	180,000.00
February 1, 2017	195,000.00
August 1, 2017	190,000.00
February 1, 2018	190,000.00
August 1, 2018	155,000.00
February 1, 2019	160,000.00
August 1, 2019	125,000.00
February 1, 2020	130,000.00
August 1, 2020	130,000.00
February 1, 2021	135,000.00
August 1, 2021	140,000.00
February 1, 2022	145,000.00
August 1, 2022	150,000.00
February 1, 2023	150,000.00
August 1, 2023	155,000.00
February 1, 2024	160,000.00
August 1, 2024	165,000.00
February 1, 2025	170,000.00
August 1, 2025	175,000.00
February 1, 2026	175,000.00
August 1, 2026	1,200,000.00
February 1, 2027	1,205,000.00
August 1, 2027	1,205,000.00
February 1, 2028	1,205,000.00

RESOLUTION NO. _____

A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE MCALESTER PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; RATIFYING AND CONFIRMING A LEASE PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND GARBAGE SYSTEMS; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2013, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The McAlester Public Works Authority, Pittsburg County, Oklahoma (the "Authority"), was organized under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of McAlester, Oklahoma (the "City"); and

WHEREAS, the voters of the City have approved, at an election held on November 6, 2012, the issuance of indebtedness by the Authority in an aggregate principal amount of not to exceed \$40,000,000.00, including specifically the aggregate principal amount of not to exceed \$13,800,000.00 to provide funds to pay the cost and expenses of certain street improvements benefitting the City (the "Project"); and

WHEREAS, the Authority is authorized and has determined to issue its \$8,890,000 Utility System and Sales Tax Revenue Note, Series 2013 (the "Note"), for the purpose of accomplishing a portion of the Project; and

WHEREAS, it is the desire of the City to approve the actions of the Authority and authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the Note.

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

SECTION 1. INDEBTEDNESS AUTHORIZED. The Authority is hereby authorized to incur an indebtedness by the issuance of its Utility System and Sales Tax Revenue Note, Series

2013, in the amount of \$8,890,000.00, according to the terms and conditions of a Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture (collectively, the "Indenture"), each by and between the Authority and BancFirst, Oklahoma City, Oklahoma, as Trustee, provided that said Note shall never constitute a debt of the City.

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to _____, is hereby approved.

SECTION 4. SALES TAX AGREEMENT. The Sales Tax Agreement by and between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the Note, is hereby ratified and confirmed; provided however, the definition of Capital Improvement Ordinance as described therein is deemed to be amended to refer to Ordinance No. 2453 of the City, as it replaces and supersedes in its entirety Ordinance No. 1576, Ordinance No. 1983, Ordinance No. 2036, Ordinance No. 2037, Ordinance No. 2038, Ordinance No. 2091, and Ordinance No. 2144 of the City.

SECTION 5. LEASE. The Lease dated July 24, 1979, but to be effective August 28, 1979, by and between the City and the Authority (the "Lease"), whereby the City leases unto the Authority its water, sanitary sewer, and garbage systems, is hereby ratified and confirmed.

SECTION 6. CITY'S EXPECTATIONS. The City anticipates that the total amount of tax-exempt obligations (other than private activity bonds and certain qualified refunding bonds) issued by The McAlester Public Works Authority or other issuers on behalf of said City, will not exceed \$10,000,000 (\$10,000,000 being the applicable amount under the hereinafter referenced provisions of the Internal Revenue Code of 1986, as amended (the "Code")) for calendar year 2013, and the City hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Code, and authorizes the Mayor or Vice Mayor to execute and deliver on behalf of the City a Certificate of Designation to that effect.

SECTION 7. AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel.

PASSED AND APPROVED THIS 11TH DAY OF JUNE, 2013.

CITY OF MCALESTER, OKLAHOMA

(SEAL)

By: _____
Mayor

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of McAlester, Oklahoma.

I further certify that the City Council of the City of McAlester, Oklahoma, held a Regular Meeting at 6:00 o'clock P.M., on June 11, 2013, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 11TH DAY OF JUNE, 2013.

CITY OF MCALESTER, OKLAHOMA

(SEAL)

City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 3
Department: Council
Prepared By: Councilman, Travis Read Account Code: _____
Date Prepared: June 3, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Discussion and act upon, a Resolution confirming the City of McAlester has the resources or can obtain the resources necessary to provide Economic Development service to the Citizens of McAlester.

Recommendation

Motion to approve Resolution to conduct economic development activities internally within the City of McAlester organizational structure.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>06/03/13</u>

RESOLUTION NO. _____

A RESOLUTION CONFIRMING THE CITY OF MCALESTER HAS THE RESOURCES OR CAN OBTAIN THE RESOURCES NECESSARY TO PROVIDE VIABLE ECONOMIC DEVELOPMENT SERVICES TO THE CITIZENS OF MCALESTER.

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

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

WHEREAS, the McAlester City Council believes that resources currently exist within the City of McAlester organization structure or can be obtained within a reasonable period of time, and,

WHEREAS, the McAlester City Council believes that the City of McAlester should conduct economic development activities internally within the City of McAlester organizational structure, and,

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

Section 1. Economic development services will not be outsourced beyond 30 June 2013.

Section 2. The McAlester City Manager will establish an Economic Development division within the City of McAlester organizational structure. This Economic Development division will perform the economic development activities on behalf of the City of McAlester effective 01 July 2013.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 11th day of June, 2013.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 4
Department: City Manager
Prepared By: Peter J. Stasiak Account Code: _____
Date Prepared: June 3, 2013 Budgeted Amount: _____
Exhibits: 2

Subject

Discussion and act upon, a contract requesting funding for economic development services between MPower Economic Development Corporation and the City of McAlester.

Recommendation

Motion to approve the contract with MPower E.D. for FY 13/14.

Discussion

MPower is requesting funding for \$400,000.00 during the first year of this contract with a 20% increase in funding in each consecutive term of the contract.

- 1) Council Committee Report – MPower FY 13-14 Contract Negotiations.
- 2) MPower Contract Request for Funding FY 13-14.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u></u>	<u>06/03/13</u>

Council Committee Report on MPower FY 13 – 14 Contract Negotiations

On March 26, 2013, at the regular McAlester City Council Meeting, Mayor Harrison appointed a Council committee to negotiate a proposed contract for economic development services with MPower for the FY 13 -14 year. Myself, Vice Mayor Sam Mason, and Councilman Buddy Garvin were appointed.

On March 27th, I, as Chairman of the council committee, notified MPower President Ben Capers and MPower Director Shari Cooper that the committee had been formed and asked MPower to provide a memorandum detailing their performance on each of the deliverables as measured by the performance measures outlined in Addendum A of the MPower FY 12 – 13 contract. At this time I also requested a proposed MPower budget for FY 13 – 14.

On April 9th, MPower responded with the information on the deliverables and responded with the proposed budget information on April 12th. The council committee reviewed the submitted documentation on the FY 12 – 13 MPower contract deliverables and determined MPower had substantially met the FY 12 -13 deliverables contract requirements.

Between March 27th and May 24th, the council committee met six times and met jointly with the MPower Committee three times.

On April 29th, the first joint council/MPower committee meeting was held. All council committee members were present as well as two MPower committee members, the MPower Director and her assistant, and the MPower attorney. During the meeting, the council committee submitted a proposed FY 13 – 14 contract to MPower and reviewed all of the changes in the contract from the FY 12 – 13 contract. Major changes in the proposed contract included lowering of the funding level to \$150,000.00, increased requirements for reporting MPower activities on behalf of the city, more specificity on what organizations MPower was expected to work with, and additions to the deliverables to include assisting the city in developing a master plan and obtaining Certified Site Ready status for the Taylor Industrial Park and developing a standardized incentive package for business recruitment based on best practices proven to be successful in attracting new business/industry to McAlester.

On May 20th, MPower submitted it's own proposed FY 13 – 14 contract to the council committee. In the proposed contract submitted by MPower, MPower requested funding of \$400,000 with a 20 percent increase each year for two subsequent years. This proposed FY 13 – 14 funding level represents an increase of approximately \$146,432.00 over the MPower submitted budget requirements and \$250,000.00 over the city proposal. Additional changes in the MPower submitted contract included removal of the deliverable to assist the city in developing a master plan and Certified Site Ready status for Taylor Industrial Park, removal of the detailed reporting requirements, removal of the deliverable to work with other city funded organizations such as the Chamber of Commerce, changing the contract cancellation notice from 30 days to 90 days, adding a requirement of written notice to MPower if a MPower representative is requested at a council meeting, and adding MPower board member internal requirements.

The council committee met and reviewed the MPower submitted proposed contract and scheduled a joint MPower/Council committee meeting to review this contract. The primary purpose of this meeting was to go over the changes to the MPower submitted contract, listen to the MPower rationale for the changes, and determine from MPower if any of the changes could be negotiated. One MPower committee member attended this meeting. This committee member was unable to answer any questions regarding the contract.

On May 31st, the council committee met again with the MPower committee. The MPower committee informed the council committee that their MPower proposed FY 13 – 14 contract as submitted was non-negotiable.

The submitted MPower FY 13 – 14 contract, as approved by the MPower Board, is submitted to the McAlester City Council for discussion and possible action **without** the endorsement of the council committee.

A handwritten signature in black ink, appearing to read "Travis A. Read". The signature is fluid and cursive, with a large initial 'T' and 'R'.

Travis A. Read
Ward 3 Councilmember
Chairman, Council Committee
MPower FY 13 – 14 Contract Negotiations

**Submitted By MPOWER ECONOMIC DEVELOPMENT
CORPORATION**

Provided to: City of McAlester Council Subcommittee

FY 2013-2014



115 E. CHOCTAW AVENUE, MCALESTER, OK 74501

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

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

WITNESSETH:

- **WHEREAS**, the City desires to assist firms and individuals considering locating or expanding their businesses in McAlester; and
- **WHEREAS**, the City desires to retain existing businesses in McAlester; and
- **WHEREAS**, MPOWER possesses the knowledge, skills, and ability to assist the City in achieving these desires,
- **NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. SCOPE OF SERVICES

- A. BUSINESS RECRUITMENT**
- B. BUSINESS RETENTION AND EXPANSION**
- C. MARKETING**
- D. ECONOMIC DEVELOPMENT LIAISON SERVICES**

2. PAYMENT FOR SERVICES

- A. For services rendered by MPOWER in furtherance of the City's objectives, the City will pay MPOWER \$400,000.00 during the first year of this contract with a 20% increase in funding in each consecutive term of this contract subject to the following conditions:
 - 1) MPOWER will provide a monthly invoice, for work performed under the terms of the contract, to the City on or before the 1st day of each month for the previous month's services, beginning July 1, 2013 and continue until the end of this contract.

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CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

- 2) In the first year, the City agrees to make 12 monthly payments in the amount of \$33,333.33 to MPOWER. These payments will be due on or before the 15th day of each month. The first payment shall be due August 15th, 2013.
- 3) In the second year, the City agrees to make 12 monthly payments in the amount of \$40,000 to MPOWER. These payments will be due on or before the 15th day of each month. The first payment shall be due August 15th, 2014.
- 4) In the third year, the City agrees to make 12 monthly payments in the amount of \$48,000 to MPOWER. These payments will be due on or before the 15th day of each month. The first payment shall be due August 15th, 2015.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2013, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2017, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to MPOWER shall be due or owing unless and until:
- 1) This Contract is signed by persons legally authorized to bind the parties.
 - 2) Any conditions precedent to the Contract have been submitted and accepted by the City;
- B. The City or MPOWER may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon (90) ninety days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MPOWER board action providing for said termination or cancellation.

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CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

- C. The City's sole obligation in the event of termination is for payment for services rendered by MPOWER before the effective date of termination.
 - D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by mail via Certified Delivery.
- If notice is sent to MPOWER, it shall be addressed to MPOWER then known address.

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

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

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

4. ASSURANCES AND WARRANTIES

- A. MPOWER warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statues, regulations, ordinances, and professional standards.
- B. MPOWER shall pay its own local, state, and federal taxes including, without limitation, social security taxes and unemployment compensation taxes. The City shall not be liable to, or required to, reimburse MPOWER for any federal, state and local taxes or fees of any kind.
- C. Except as otherwise expressly provided in this Contract, MPOWER shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- D. MPOWER shall employ and assign qualified MPOWER Employees as necessary and appropriate to provide the services under this Contract. MPOWER shall ensure all MPOWER Employees have all the knowledge, skill, and qualifications necessary to perform the required services.

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

- E. MPOWER solely shall control, direct, and supervise all MPOWER Employees with respect to all MPOWER obligations under this Contract. MPOWER will be solely responsible for and fully liable for the conduct and supervision of any MPOWER Employee.
- F. All MPOWER Employees shall be employed at MPOWER sole expense (including employment-related taxes and insurance) and MPOWER warrants that all MPOWER employees shall fully comply with and adhere to all of the terms of this Contract. MPOWER shall indemnify and hold the City harmless for all Claims against the City by any MPOWER Employee, arising out of any contract for hire or employer-employee relationship between MPOWER and any MPOWER Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- G. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MPOWER or any MPOWER Employee. All MPOWER Employees assigned to provide services under this Contract by MPOWER shall, in all cases, be deemed employees of MPOWER and not employees, agents or subcontractors of the City.
- H. Nothing in this Contract is intended to authorize MPOWER to obligate the City regarding any commitment to a third party, including, but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real property, other city assets or city services, without the prior specific consent of the city council as evidenced by a recorded affirmative majority vote in open session.

5. INDEMNIFICATION

- A. MPOWER shall indemnify and hold the City harmless from any and all Claims which are incurred by or asserted against the City by any person or entity alleged to have been caused, or found to arise, from the acts, performances, errors, or omissions of MPOWER or MPOWER Employees.
- B. MPOWER shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.

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CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

- C. MPOWER waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a MPOWER Employee.

6. DEFINITIONS

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

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

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CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

- D. "MPOWER Employee" means without limitation, any employees, officers, directors, managers, trustees, volunteers, attorneys, and representatives of MPOWER, and also includes any MPOWER licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's Contractors, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "MPOWER Employee" shall also include any person who was a MPOWER Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- E. "Scope of Services" describes the 4 general categories of services to be provided.
- F. "Deliverable" is a tangible or intangible object produced as a result of the work plan that is delivered to the City. A deliverable can be a report, a document, or any other building block of an economic development project.
- G. "Liaison" means that whenever possible, MPOWER will also serve as the economic development liaison between private business and local, state, and federal government. MPOWER will also represent the City of McAlester at important economic development meetings and events.
- H. Reasonable Access To City of McAlester (as used in paragraph 7.A.) Any City access for viewing MPOWER records shall be preceded by 48 hours written notice, unless staff is available to allow access at the time of the verbal request.
- I. Financial Books and Records is understood to mean that the Mayor and City Council may view MPOWER financial records and reports which are typically reviewed for financial audit purposes. Any individual employment records for staff and any economic development work product of staff are excluded from inspection by the City of McAlester.

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

7. GENERAL TERMS AND CONDITIONS

- A. Access and Records. MPOWER will maintain accurate financial books and records for 36 months after the end of this Contract, and provide the City with "reasonable access" to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any references to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performances of this Contract if MPOWER has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MPOWER if the City suspends services under this Section.
- D. Compliance with Laws. MPOWER shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. It is prohibited for any MPOWER board director to serve on any other board which provides a service to or promotes the City of McAlester or any trust authority for which the City of McAlester is a beneficiary.

Further, no person shall be appointed to the MPOWER Board of Directors or allowed to continue to serve on the Board of Directors if he/she has a relative within the third degree, by law or consanguinity, who is employed by the City of McAlester or serves on any other board which provides a service to or promotes the City of McAlester or any trust authority for which the City of McAlester is a beneficiary.

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

- F. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- G. **Discrimination.** MPOWER shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law. MPOWER shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by MPOWER. The City, at its discretion, may consider any illegal discrimination conviction as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- H. **Entire Contract.** This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- I. **Force Maieure.** Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- J. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by a conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

- K. No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- L. Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- M. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if MPOWER's promise to indemnify or hold the City harmless is found illegal or invalid, MPOWER shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.
- N. Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
1. "ASSURANCES AND WARRANTIES";
 2. "INDEMNIFICATION";
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

O. Communications between MPOWER and City of McAlester. In an effort to avoid confusion, duplication of efforts, and negative public relations, MPOWER and the City of McAlester shall initially address any questions or concerns about contract performance through their respective contract subcommittees. Reports of results of such communications shall then be made to the full governing body of each entity as deemed necessary.

Any City of McAlester request that a representative of MPOWER attend any meeting of the City shall be in writing, with a detailed explanation of the reason for the request at least one week in advance of such meeting.

Supervision and evaluation of MPOWER staff and staff performance shall be exclusively within the domain of the MPOWER Board of Directors. City representatives shall have no supervisory authority over MPOWER staff members. MPOWER staff members shall report directly to the MPOWER Board of Directors, who will then provide reports to the City of McAlester pursuant to the terms of this Contract.

Executed and adopted upon motion duly made, seconded and passed this _____ day of June 2013, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By Steve Harrison, Mayor, City of McAlester

Attest: Cora Middleton, City Clerk, City of McAlester

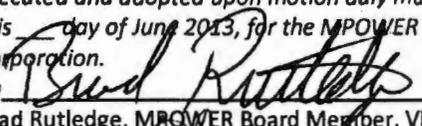
APPROVED AS TO FORM AND LEGALITY:

By _____

Ervin & Ervin

ATTORNEY for the CITY OF MCALESTER

Executed and adopted upon motion duly made, seconded and passed this _____ day of June 2013, for the MPOWER Economic Development Corporation.

By 

Brad Rutledge, MPOWER Board Member, Vice-President

Attest 

Steve Woodham, MPOWER Board Member

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

SCOPE OF SERVICES*

MPOWER proposes to provide the following scope of services to the City of McAlester. This scope of MPOWER's contract shall include 4 primary economic development services:

A. BUSINESS RECRUITMENT:

MPOWER will engage in industrial and commercial recruitment activities on behalf of the City of McAlester.

B. BUSINESS RETENTION AND EXPANSION:

MPOWER will provide economic development technical assistance to existing businesses on behalf of the City of McAlester.

C. MARKETING:

MPOWER will market McAlester on behalf of the City of McAlester.

D. ECONOMIC DEVELOPMENT LIAISON SERVICES:

Whenever possible, MPOWER will also serve as the economic development liaison between private business and local, state, and federal government. MPOWER will also represent the City of McAlester at important economic development meetings and events.

**Any additional service, tasks, or requirements, may be added to this contract by amendment only.*

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

DELIVERABLES

Each primary service shall render a deliverable as follows:

A. BUSINESS RECRUITMENT:

Deliverable #1: Respond to every Department of Commerce RFP that is applicable to the City of McAlester. Report to City Council all available, sharable information.

Deliverable #2: Respond to prospective business inquiries for McAlester area. Document new business interests and their reasons for choosing or not choosing McAlester.

Deliverable #3: Establish A Formal Prospect Database Since 25% of all site location is done through the assistance of site selectors, MPOWER would like to purchase a database of site selectors that can be used for our marketing efforts. In addition MPOWER may purchase other lists related to targeted industries for similar purposes.

Deliverable #4: Proactively target companies via marketing folder, email, video distribution, or business call trips, trade shows, etc.

Deliverable #5: Develop a standardized incentive package for business recruitment based on best practices proven to be successful in attracting new business/industry to McAlester

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

B. BUSINESS RTENTION AND EXPANSION:

Deliverable #1: Maintain a list of major employers, and the number of employees, for the McAlester area.

Deliverable #2: Call on approximately 4 companies per month (possibly in conjunction with workforce partners, city representatives, or other), to offer any technical assistance or services that are applicable.

Deliverable #3: Help promote programs and events that could assist local business (i.e. job fairs, seminars, classes, special events, etc).

Deliverable #4: When available and applicable, seek grants for the expansion of existing business or industry (i.e. USDA grant, OK Dept of Commerce grants).

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

C. MARKETING:

Deliverable #1: Maintain the MPOWER economic development website that houses essential economic development information such as: community and regional data and demographics, videos, information on McAlester area available sites, business assistance and incentive programs, tourism information, and our organization's own documents (e.g. press releases, reports).

Deliverable #2: Maintain MPOWER social media page on behalf of economic development in the City of McAlester. Social media is vital in today marketing arena and MPOWER must continue its efforts to provide economic development information to the community and business community on a weekly basis.

Deliverable #3: Promote McAlester economic development statistics to the community - such as labor and unemployment rates, demographic changes, and the effectiveness of marketing efforts from the MPOWER website.

Deliverable #4: Work with the Old Town Association to provide specific marketing functions for the Wild West Festival that includes:

- *Poster development*
- *Press Release Development*
- *Promotional information to OTDR*
- *Invitation to Choctaw Nation*

Deliverable #5: Provide service of maintaining tourism brochures, including any revisions, changes, printing (excluding printing and distribution costs) on behalf of the City of McAlester. Deliver brochures to the SE Expo tourism staff. Maintain database of all who request the brochure and statistics on brochure requests from the OTDR.

Deliverable #6: Participate in the ongoing ACCRA Cost of Living Survey which enables McAlester to be ranked in this national report.

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

D. ECONOMIC DEVELOPMENT LIAISON SERVICES:

Deliverable #1: Assist the Choctaw Nation on projects as needed. Strive to strengthen McAlester's relationship with the Choctaw Nation and serve as the primary economic development contact between the City of McAlester and the Choctaw Nation. Work with the Choctaw Nation in developing business projects that benefit the McAlester area and the Choctaw Nation.

Deliverable #2: Attend meetings as necessary and beneficial to the City of McAlester with ED organizations and agencies that can assist McAlester - such as:

- *The Oklahoma Department of Commerce (state economic development agency)*
- *Oklahoma Southeast Organization (regional association)*
- *Oklahoma Economic Development Council (state industry association)*
- *State Chamber of Oklahoma (legislative)*
- *McAlester Defense Support Association, and Association of Defense Communities (military association)*
- *International Economic Development Council (international ED industry association)*
- *Oklahoma Department of Transportation (transportation/ED impact agency)*

Deliverable #3: When necessary and requested by City Council, analyze and give recommendation on economic development projects (i.e. infrastructure analysis, land sale, community improvement projects).

FY 2013-2014
CONTRACT FOR SERVICES
Between the City of McAlester and MPOWER

REPORTING OF DELIVERABLES

Reporting Process

- MPOWER staff shall report monthly to the MPOWER board.
- MPOWER board shall provide quarterly performance reports to the City.
- The City shall review reports and filter any questions, concerns, or comments/feedback to the City Council Subcommittee.
- The City Subcommittee shall address any questions, concerns, or comments/feedback with MPOWER subcommittee/executive committee.

Then...IF no resolution.

- MPOWER attendance at city council meetings shall be by request by the city clerk as soon as the council agenda is made official and distributed to the city council body.
- In order to avoid confrontation, and achieve positive press, and foster stronger professional behavior and mutual respect, notice to MPOWER of any item of discussion at city council meetings shall include:
 - Detail of what issue(s) will be discussed or addressed at the city council meeting,
 - Questions (in writing) that shall be put to the MPOWER President,

Reporting Template

An e-mail templates will need to be designed and branded to MPOWER and McAlester. One will be created for distributing information on a quarterly bases to the City on the MPOWER deliverables.



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 5
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: June 4, 2013 Budgeted Amount: _____
Exhibits: 3

Subject

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

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached list.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	6/4/2013
City Manager	P. Stasiak		6/4/2013

FY 12-13 Budget Amendments listed by fund

					Revenue	Expense
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		(206,800.00)
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		206,800.00
010	8/14/12	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	105,004.00
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		(51,569.00)
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		51,569.00
028	1/8/13	01	General Fund	Appropriate funds for the Mid-Year Review	(129,200.00)	(66,700.00)
032	1/8/13	01	General Fund	Appropriate funds for the Trails Project	160,000.00	225,118.00
038	3/26/13	01	General Fund	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(519,682.00)	(519,682.00)
042	8/11/13	01	General Fund	Appropriate funds for the payoff of Lease Purchase of 2008 Ford Ambulance and 10 poli	-	(92,456.00)
002	7/24/12	02	MPWA	Appropriate funds for CDBG	-	86,069.00
007	8/14/12	02	MPWA	Appropriate funds for CDBG (not awarded)	-	78,081.00
011	8/14/12	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	71,060.00
019	10/9/12	02	MPWA	Appropriate Funds to account for project bids coming in over budget.	-	20,990.00
029	1/8/13	02	MPWA	Appropriate funds for the Mid-Year Review	(43,490.00)	(7,594.00)
039	3/26/13	02	MPWA	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(443,154.00)	(443,154.00)
043	8/11/13	02	MPWA	Appropriate funds for the payoff of the lease purchase of John Deere Backhoe.	-	(18,041.00)
022	10/23/12	19	Fire Improvement Grant	Budget Supplement to lapse and reappropriate expenditures for the	71,250.00	75,000.00
036	2/26/13	21	Bond Trustee Fund	Appropriate Funds to Account for the Transfer for Refinancing	3,260,000.00	3,260,000.00
024	11/13/12	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the	1,818,803.00	1,834,544.00
033	1/22/13	26	Education Fund	Appropriated funds for Distribution to Schools for Capital Projects.	-	370,000.00
008	8/14/12	27	Tourism	Appropriate funds for rebranding	-	18,500.00
012	8/14/12	29	E911	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	72,000.00	144,000.00
016	9/11/12	29	E911	Appropriate funds to operating supplies for upgrade to radio base station in order to mee	-	20,000.00
031	1/8/13	29	E911	Appropriate funds for the Mid-Year Review	-	14,400.00
001	7/10/12	30	Economic Development	Appropriate funds for HWY 69 water & sewer	-	350,000.00
013	8/14/12	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	79,873.00
015	8/28/12	30	Economic Development	Appropriate funds for the Award from the Strategic Military Planning Commission.	133,000.00	147,780.00
021	10/9/12	30	Economic Development	Appropriate Funds to account for project bids coming in over budget.	-	35,712.00
034	2/26/13	30	Economic Development	Appropriate for ODEQ Grant & 14th Project	-	38,326.00
037	3/12/13	30	Economic Development	Appropriate Funds for the CDBG-EDIF Taylor Ind Park	115,000.00	115,000.00
003	7/24/12	33	CDBG	Appropriate funds for CDBG	164,150.00	164,150.00
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	78,081.00	-
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	(78,081.00)	-
014	8/14/12	33	CDBG	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	73,874.00	134,302.00
020	10/9/12	33	CDBG Grant	Appropriate Funds to account for project bids coming in over budget.	20,990.00	20,990.00
030	1/8/13	35	Fleet Maintenance	Appropriate funds for the Mid-Year Review	(21,000.00)	(21,000.00)
041	3/26/13	35	Fleet Maintenance	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(41,171.00)	(41,171.00)
035	2/26/13	38	Dedicated Sales Tax	Appropriate Funds to Account for the Refinancing		3,260,000.00
005	7/24/12	41	Capital Fund	Appropriate funds for Fire Payroll	(206,800.00)	-
009	8/14/12	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	601,423.00
018	9/25/12	41	Capital Fund	Appropriate funds for Fire Payroll	(51,569.00)	-
026	11/27/12	41	Capital Fund	Appropriate funds for Utility Maintenance Backhoe.	-	159,600.00
027	12/11/12	41	Capital Fund	Appropriate funds for lease purchase for Paver	-	26,120.00
040	3/26/13	41	Capital Fund	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(176,895.00)	(62,373.00)
023	11/13/12	42	Federal Forfeiture	Appropriate Funds for new SUV for Patrol		33,000.00
025	11/27/12	42	Federal Forfeiture	Reverse Appropriation 11/13/12 Funds for SUV for Patrol	-	(33,000.00)
					4,256,106	10,183,871



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 6
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: June 4, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, approval of special claims list attached hereto for pay-off of capital leases.

Recommendation

Motion to approve the special claims list.

Discussion

See attached list.

Have attached Special Claims list to approve pay off:

1. Lease purchase #132 w/ FNB for 2008 Ford F450 Type III Ambulance with Wheeled Coach Conversion. VIN# 1FDXE45P18DA74637
2. Lease purchase #133 w/ FNB for 9 - 2009 Ford Crown Victoria and a 2009 Ford Ranger.
3. Lease purchase SN#T0410JX175378 w/ Welch State Bank for 1 John Deere 410J Backhoe.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	6/4/2013
City Manager	P. Stasiak 	6/4/2013

ORDINANCE NO. ____

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

WHEREAS, the City Council heretofore adopted Ordinance No. 2425 setting forth the Budget for Fiscal Year 2012-2013 beginning July 1, 2012 and ending June 30, 2013; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2012-2013 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2012-2013 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 and A-2, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2012-2013 Budget.

SECTION 2: All portions of the existing FY 2012-2013 Budget, Ordinance No. 2425 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 11th day of June, 2013.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 11th day of June, 2013.

William J. Ervin, City Attorney

**SPECIAL CLAIMS
FOR
JUNE 11, 2013
COUNCIL MEETING**

PACKET: 09714 SPEC CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-F00170	FIRST NATIONAL BANK					
		I-201306045009	01 -5431510	LEASE PAYMENT PAYOFF LEASE ON AMBULANCE	064770	21,711.86
		I-201306045010	01 -5321510	LEASE PAYMENT PAYOFF LEASE ON POLICE VEHICLE	064770	70,743.18
			FUND 01 GENERAL FUND	TOTAL:		92,455.04

PACKET: 09714 SPEC CLAIMS FOR 6/11/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00194	WELCH STATE BANK					
		I-201306045008	02 -5975523	LEASES/LOANS PAYOFF LEASE ON BACKHOE	064771	18,040.38
			FUND 02 MPWA		TOTAL:	18,040.38
					REPORT GRAND TOTAL:	110,495.42

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2012-2013	01 -5321510	LEASE PAYMENTS	70,743.18	62,220	65,558.18-	Y			
	01 -5431510	LEASE PAYMENTS	21,711.86	22,664	21,711.39-	Y			
	02 -5975523	LEASES/LOANS	18,040.38	18,865	18,040.20-	Y			
** 2012-2013 YEAR TOTALS **			110,495.42						

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 7
Department: IT/City Manager
James Stanford, IT
Computer Specialist/Peter J.
Prepared By: Stasiak, CM Account Code: _____
Date Prepared: June 3, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign a Master Agreement for Internet Services between the City of McAlester and AT&T.

Recommendation

Motion to approve Master Agreement for Internet Services.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>06/03/13</u>



MASTER AGREEMENT

Customer	AT&T
City of McAlester Street Address: 801 N 9TH ST City: McAlester State/Province: OK Zip Code: 745014201 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: JAMES STANFORD Title: Street Address: 28 E WASHINGTON AVE City: MC ALESTER State/Province: OK Zip Code: 74501-4236 Country: United States Telephone: 9184239300 Fax: Email: james.stanford@cityofmcalester.com	Street Address: 509 S DETROIT AVE City: TULSA State/Province: OK Zip Code: 74120 Country: United States <u>With a copy to:</u> 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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("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 (designated as Guidebooks or Price Lists) 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 or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at 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 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 except for Tariff permitted custom agreements, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not otherwise permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the 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. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

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 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

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.

MASTER AGREEMENT

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean 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, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of 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 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions 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 Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), 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 its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

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 attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) 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 originally invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge 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. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest.

4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 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 4.8 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 or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), 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. Confidential Information includes Customer Personal Data.

5.2 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) 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); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 Exceptions. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (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. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed 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 to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, 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 FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6.1 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

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

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY 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) AND MAKES NO 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 INFORMATION.

6.5 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, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages 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 and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (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 Affiliate or a User of a Software license agreement.

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 Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to 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 by the delay. 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. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 Limits on AT&T Obligations AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

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AT&T and Customer Confidential Information

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ASAP!

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MASTER AGREEMENT

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** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, 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 receipt of 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. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **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 affected Service Components. AT&T reserves the right, however, to suspend or terminate 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 that (a) 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) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees..
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses 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.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components 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, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, 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.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

MASTER AGREEMENT

or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

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 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **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.

10.5 **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.

10.6 Assignment and Subcontracting.

(a) 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 a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such 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.

10.7 **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.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (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.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **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.

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

MASTER AGREEMENT

10.13 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.

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including 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.

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

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.5 (License Terms, Restrictions, Use Requirements), this Agreement supersedes all other agreements, proposals, representations, statements and 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

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

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means 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 the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), 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 the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

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

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

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

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 8
Department: IT/City Manager
James Stanford, IT
Computer Specialist/Peter J.
Prepared By: Stasiak, CM Account Code: _____
Date Prepared: June 3, 2013 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorizing the Mayor to sign a Service Agreement with MegaPath for local and long distance phone calling for the City of McAlester.

Recommendation

Motion to approve agreement with MegaPath.

Discussion

Attachments:

- 1) Quote from MegaPath.
- 2) Service agreement.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>06/03/13</u>



Service Order: 129533-1
 Date: 3/8/2013
 This Quote is Valid Through: 3/31/2013

555 Anton Boulevard, Suite 200
 Costa Mesa, CA 92626

Account Information				Installation Site Information			
Customer Name:	City of McAlester, Oklahoma			Name:	James Stanford		
Address 1:	28 E Washington St			Address 1:	28 WASHINGTON ST		
Address 2:				Address 2:			
City:	McAlester	State:	OK	Zip:	74501		
Contact Phone:	(918) 423-9300			Install Phone:	(918) 423-9300		
Email:	joe.breedon@biztelok.com			Contact Phone:	(918) 423-9300		
				Email:	joe.breedon@biztelok.com		

	Qty	Monthly	One-Time	Monthly Discount	One-Time Discount	NET Monthly	NET One-Time
Access							
Customer Provided Access	1	\$45.00	\$100.00	(\$45.00)	(\$100.00)	\$0.00	\$0.00
Equipment							
Edgemarc 4552 - Voice	1	\$28.00	\$0.00	(\$28.00)	(\$0.00)	\$0.00	\$0.00
Voice							
Integrated SIP (M)	1	\$0.00	\$0.00	(\$0.00)	(\$0.00)	\$0.00	\$0.00
Voice Sub-Services							
Business SIP Trunk Local (M)	20	\$9.95	\$30.00	(\$0.00)	(\$30.00)	\$199.00	\$0.00
National 5000 Minute Plan (M)	1	\$114.95	\$0.00	(\$0.00)	(\$0.00)	\$114.95	\$0.00
Professional Service Installation (M)	1	\$0.00	\$350.00	(\$0.00)	(\$350.00)	\$0.00	\$0.00
Telephone Number - Enhanced DID (M)	40	\$0.50	\$2.00	(\$0.00)	(\$2.00)	\$20.00	\$0.00

Sales Contact Name: Sean Mitchell
 Title: Business Sales Executive
 Phone: (206) 254-7307
 Fax: (206) 260-3164
 Email: sean.mitchell@megapath.com

Total Monthly: **\$333.95**
 Term: 36 Months

Total One Time: **\$0.00**
 Net 23 Days

Promotions
Edgemarc 4552 - Free Rental w/3 year term

Notes

1. All hardware costs are taxable.
2. Order does not reflect the Regulatory Recovery Surcharge or local, state, or federally mandated usage fees and/or taxes.
3. Actual shipping costs may vary and will be assessed at the time of shipping.
4. Pre-qualification information contained in this document is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Subscriber and substituted upon Subscriber's approval, which may result in changes to the quoted MRCs and NRCs. MegaPath commits to making reasonable efforts to find the least expensive access available that meets the customer's requirements.
5. The Corporate Access SSL - Network-based access policy is set at SSL Server level where any group has access to any resource upon authentication.
6. MegaPath does not credit Subscriber accounts for E-rate discounts. Regardless of Subscriber's eligibility to receive an E-Rate discount for the telecommunications or Internet services provided herein, Subscriber will be invoiced the entire sum of contracted service. It is solely the Subscriber's responsibility to complete and file any necessary paperwork and invoice the USAC on its own behalf for any such discount.
7. Prior to, during and after the installation of requested services, Subscriber may choose to request that MegaPath augment the Service order to provide additional services or remove services from the Service Order. Depending upon the scope of these requested changes, verbal requests from the Subscriber and/or Subscribers delegated representative may be acceptable to MegaPath in which case MegaPath shall notify Customer of its acceptance of said changes via email. In some instances MegaPath may require additional written authorization. All applicable charges resulting from changes requested by the Subscriber and/or the Subscriber's delegated representative, whether written or verbal, are the responsibility of the Subscriber and shall be deemed to be part of this Service Order and subject to its Terms and Conditions.
8. Customers who purchase MegaPath voice or managed services with broadband connectivity acknowledge and understand that MegaPath broadband connectivity Services may be activated, and that charges for such Service may be invoiced and due prior to activation of MegaPath voice or managed services. If purchasing voice services, calls made prior to the billing start date will be billed at the local calling rates posted at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf.
9. **Voice Quality and Best Effort Voice** - MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the last mile of Subscriber's circuit. MegaPath cannot provide nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as customer provided access. Subscriber understands that all voice services provisioned without Voice QoS Optimization, including those provided by MegaPath, another provider and customer provided access are offered as a **BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY)**
10. By signing a service Order form, Subscriber authorizes MegaPath to obtain any credit information necessary and/or Subscriber proprietary network information necessary to provision the MegaPath Service and to establish Subscriber's MegaPath account. Subscriber authorizes release of said information by any and all third parties to MegaPath and its affiliates. MegaPath reserves the right, at its sole discretion, to decline new Orders and to require Subscriber to post appropriate advance deposits for new and existing Services.

LEGAL TERMS--PLEASE READ CAREFULLY: Customer's order for MegaPath Services are subject to the terms contained herein and to MegaPath's Terms and Conditions, found at <http://www.megapath.com/about/corporate-policies/> ("Terms and Conditions"). In addition to the fees quoted in this order, Customer understands that an early termination fee will be charged if Customer stops any Service before the end of its Circuit Term. MegaPath will also provide certain optional Services, subject to payment of additional fees. The early termination fees, Optional Service fees and miscellaneous fees are set forth in MegaPath's Fee Schedule, found at http://www.megapath.com/megapath/assets/File/PDF/Legal/fee_schedule.pdf ("Fee Schedule") and additional fees for voice services may be found at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf. Certain voice related services (including use of 800 numbers) require the payment of additional fees. Customer agrees to pay all fees associated with the Services ordered above and authorizes MegaPath to charge Customer's credit card for such fees.

This section contains important information on the availability and functionality of 911 services. Please read it carefully.

Customer acknowledges and understands that MegaPath's 911 Emergency Service differs from traditional 911 service in the following ways: (A) 911 Service may not function if voice services or equipment are not functioning for any reason, including but not limited to a power outage or an outage or other disruption of the broadband service obtained from MegaPath or another provider; (B) 911 calls are routed to an emergency call center based upon the physical street address provided by Customer. If Customer provides inaccurate information, does not provide timely notice of changes, or attempts to use the service or equipment from another location, 911 calls may be delivered to a non-optimal call center and emergency responders may be dispatched to a location other than the location of the 911 caller; and (C) in some cases the 911 call taker may not be able to capture and/or retain automatic number or location information, or be able to identify Customer's phone number and location in order to call Customer back if the call is not completed or disconnected, or if Customer is unable to speak to tell them.

BY SIGNING BELOW, OR USING THE SERVICES, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, THE FEE SCHEDULE, AND ANY OTHER APPLICABLE TERMS GOVERNING THE SERVICES.

Customer Signature

Name

Title

Date

MegaPath Signature

Name

Title

Date



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 9
Planning & Community
Department: Development/City Mgr.
Prepared By: Peter Stasiak Account Code: N/A
Date Prepared: June 3, 2013 Budgeted Amount: N/A
Exhibits: 2

Subject

Consider and act upon a Resolution of Support for the Southwinds Aldridge Apartments, LP for Development for the Aldridge Apartments, LP Development and authorizing a monetary contribution from Economic Development funds in minimum amount of \$14,001.

Recommendation

Motion to approve a Resolution of support for Economic Development and promoting affordable housing, and authorizing a monetary contribution from Economic Development funds in minimum amount of \$14,001 or combination of in-kind services with a monetary contribution to offset the remaining obligation up to \$14,001.

Discussion

The applicant proposes to acquire and substantially rehabilitate the Aldridge Apartments a 66 unit senior housing development located at 200 E. Carl Albert. Under the Criteria #5 of the OHFA 2013 QAP, the City can provide in the form of a direct contribution, expense reimbursement, provision of in-kind service, fee waiver or combination in support of the Development in the amount of \$14,001. The proposed project has an estimated investment to the community of \$7.5M.

Attachments:

- 1) One (1) Support Resolution for the Southwinds Aldridge Apartments, LP Development:
 - A City Resolution of Support pursuant to Selection Criteria #5 of the 2013 Qualified Allocation Plan in the amount of \$14,001.
- 2) Support Resolution that was approved 12/11/12.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>6/3/13</u>

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING SOUTHWINDS ALDRIDGE APARTMENTS,
LP FOR TAX CREDIT AWARD IN PORPOSED HOUSING DEVELOPMENT**

* * * * *

WHEREAS, Southwinds Aldridge Apartments, LP is proposing to acquire and substantially rehabilitate a 66 unit senior housing development known as the Aldridge Apartments located in the limits of the City of McAlester at 200 East Carl Albert Parkway (hereinafter, the "Development"); and

WHEREAS, pursuant to Selection Criteria #5 of the OHFA 2013 QAP, the City of McAlester seeks to provide a tangible contribution to the Development. This contribution will at a minimum total \$14,001.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF MCALESTER, that:**

1. Authorizes and directs City Staff to negotiate and execute an agreement with Development for direct contribution, expense reimbursement, provision of in-kind service, fee waiver, or combination thereof, in support of Southwinds Aldridge, LP and the proposed acquisition/rehabilitation. This contribution will at a minimum total \$14,001.

BE IT FURTHER RESOLVED, that City Staff is hereby authorized and directed to execute a commitment letter and such other and further agreements as necessary or desirable to achieve the purpose stated herein.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 11th day of June, 2013.

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

By: _____
Steve Harrison, Mayor

ATTEST:

Resolution approved 12/11/12
Resubmit new resolution to replace.
PJS 6/4/13

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING SOUTHWINDS ALDRIDGE APARTMENTS,
LP FOR TAX CREDIT AWARD IN PORPOSED HOUSING DEVELOPMENT.**

* * * * *

WHEREAS, Southwinds Aldridge Apartments, LP is proposing to acquire and substantially rehabilitate a 66 unit senior housing development known as the Aldridge Apartments located in the limits of the City of McAlester at 200 East Carl Albert Parkway (hereinafter, the "Development"); and

WHEREAS, pursuant to Selection Criteria #5 of the OHFA 2013 QAP, the City of McAlester seeks to provide direct contribution, expense reimbursement, provision of in-kind service, fee waiver or combination thereof, in support of the Development, not to exceed \$14,001;

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF MCALESTER, that:**

1. Authorizes and directs City Staff to negotiate and execute an agreement with Development for direct contribution, expense reimbursement, provision of in-kind service, fee waiver, or combination thereof, in support of the Development, not to exceed \$14,001.

BE IT FURTHER RESOLVED, that City Staff is hereby authorized and directed to execute a commitment letter and such other and further agreements as necessary or desirable to achieve the purpose stated herein.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 11th day of December, 2012.

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

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

VIA USPS Certified Mail

MAY 31, 2013

HON. STEVE HARRISON
MAYOR, CITY OF MCALESTER
28 E. WASHINGTON
PO BOX 578
MCALESTER, OK 74502

RE: Notice of Intent to File Application for Tax Credits
Southwinds Aldridge Apartments (200 East Carl Albert Parkway, McAlester, OK)

Dear Mayor Harrison,

Southwinds Aldridge Apartments LP is considering the possible submission of an application to the Oklahoma Housing Finance Agency (OHFA) to obtain tax credits for the acquisition/substantial rehabilitation of the Aldridge Apartments located at 200 East Carl Albert Parkway in McAlester OK 745011. Upon completion, the property will be renamed the Southwinds Aldridge Apartments. This letter is written pursuant to the notice requirements set forth in the OHFA 2013 Qualified Allocation Plan (QAP). The site of the property is located within the city limits of McAlester, OK. A map of the site is enclosed herewith. Said property consists of sixty-six units serving elderly/special needs tenants. One hundred percent of the units are rent and income restricted. There will be no change in the number of units or rent and income restriction as a result of the proposed acquisition/substantial rehabilitation of the property. OHFA Trustees will consider this application at OHFA's November 2013 Trustees meeting. Trustee meeting dates can be found on OHFA's website www.ohfa.org.

For information regarding the hearing of the application, please contact Darrell Beavers, Housing Development Team Manager, OHFA, PO Box 28720, Oklahoma City OK 73128-0720, (405) 419-8261, darrell.beavers@ohfa.org.

Any questions regarding this application may be directed to Andre Blakley, 819 Walnut Street, Suite 206, Kansas City, MO 64106, (773) 910-0732.

Thank you for your cooperation and assistance in this matter.

Respectfully submitted,

FOR SOUTHWINDS ALDRIDGE APARTMENTS LP



Andre Blakley
On Behalf of:
Southwinds Aldridge Apartments, LP
819 Walnut St., Ste 206
Kansas City, MO 64106
(773) 910-0732

mapquest m^a

Map of:
200 E Carl Albert Pkwy
McAlester, OK 74501-5067

Notes

Aldridge Apartments





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 11, 2013</u>	Item Number:	<u>10</u>
Department:	<u>Police Department</u>	Sent for Legal Review:	<u>06/03/13</u>
Prepared By:	<u>Jim Lyles, Police Chief/</u>	Account Code:	<u></u>
Date Prepared:	<u>June 3, 2013</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Consider and act upon, authorizing the Mayor to sign a Mutual Aid Interlocal Agreement between the City of Savanna and the City of McAlester to combine and coordinate resources for responses to calls for services.

Recommendation

Motion to approve the Mutual Aid Interlocal Agreement with the City of Savanna.

Discussion

Attachments:

- 1) Mutual Aid Interlocal Agreement.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>06/03/13</u>

MUTUAL AID INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2013 by and between City of Savanna, first party, and the City of McAlester, second party.

WHEREAS, both first and second parties recognize the need for a mutual Interagency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to, promote and preserve the safety and welfare of the public and to maintain social order. Both parties further recognize that the first party provides dispatch service to the second party through contracted service and both parties are working in unison on a daily basis as is.

WHEREAS, both parties desire to combine and coordinate their resources for responses to calls for services when one or the other parties are responding to calls that require assistance of its neighboring jurisdiction for both officer safety and that of the public both parties serve.

NOW, THEREFORE, it is agreed upon by both parties the following:

1. That both parties will respond to one another's jurisdictions in time of need as dictated by dispatch or upper supervisory personnel from the parties' jurisdiction requesting such assistance. Such assistance includes, but is not limited to, back up personnel and equipment available.
2. It is understood by both parties that in the event of an injury to personnel or damage to property or equipment that the cost of such shall be born to the entity providing such personnel and equipment.
3. GOOD FAITH. Each of the parties hereto agrees to attempt to furnish to the requesting party such assistance as the requesting party may deem reasonable and necessary. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such assistance may lend to an unreasonable reduction in the level of protection within its jurisdiction.
4. DISPATCHING. It is agreed by the parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this agreement.

5. SUPERVISION. When personnel and equipment are furnished under this agreement, the party having jurisdiction shall have overall supervision of personnel and equipment during the period such response is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the senior officer of the jurisdiction arriving first shall have command until relieved. Further, "supervision" as used in this section refers to conduct of the call for service. Each officer participating on the call for service remains an employee of that officers employing agency and is subject to the personnel policies solely of that employing agency.

WAIVERS:

1. General Waivers. Each party to this agreement waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this agreement
2. Hold Harmless. A requesting party shall, to the extent permitted by any applicable constitutional or tort claims act limitation, save and hold harmless any responding party against any and all claims or actions brought against the responding party, arising out of the responding party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.
3. Workers Compensation. Each party agrees to provide workers compensation insurance coverage to each of its employees, and responding under this agreement recognizes that although overall supervision will usually be provided by the jurisdiction in which the call for service occurs; supervision of individual officers will be provided by their regular supervisors.
4. Refusals to Perform. This is an Internal-Local/Mutual Agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's supervisor, response would create an unreasonable risk of danger or liability to the responding party, it's employee's, equipment or any third party.
5. Compensation. The parties agree that the personnel and equipment available under this agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this agreement.
6. Termination. Either party may terminate this agreement at any time by giving thirty (30) days' notice of the intention to do so. Such notice shall be sent to the governing body of the other party and a copy thereof to the chief of police.

Dated this _____ day of _____ 2013

Attest:

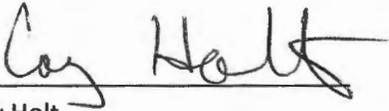
**City of Savanna,
A Municipal Corporation**



Norma Deaton,
City Clerk



David Spears,
Chief of Police



Coy Holt,
Mayor

Attest:

**City of McAlester
A Municipal Corporation**

Cora Middleton
City Clerk

Jim Lyles,
Chief of Police



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 11
Department: City Manager
Prepared By: Peter J. Stasiak, CM Account Code: _____
Date Prepared: June 3, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, an Ordinance amending the City of McAlester Code of Ordinances, Chapter 62, Land Development Code, Article VI, Subdivision Regulations, Division 3, Design Standards, Generally, Section 62-397, Subdivision Design Standards (A) Streets (11). Repealing all conflicting Ordinances; and Declaring an Emergency.

Recommendation

Motion to approve amending Ordinance of the City of McAlester Code of Ordinances, Chapter 62, Section 397. Subdivision Design Standards (A) Streets (11).

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>06/03/13</u>

ORDINANCE N O. _____

AN ORDINANCE AMENDING THE CITY OF MCALESTER CODE OF ORDINANCES, CHAPTER 62, LAND DEVELOPMENT CODE, ARTICLE VI, SUBDIVISION REGULATIONS, DIVISION 3. DESIGN STANDARDS, GENERALLY, SECTION 62-397, SUBDIVISION DESIGN STANDARDS (A) STREETS (11). REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: ARTICLE VI. Subdivision Regulations, Division 3. Section 62-397, Subdivision Design Standards (a) Streets (11), is hereby amended to read as follows:

Sec. 62-397. Subdivision design standards.

(11) A cul-de-sac should not exceed 500 feet in length, measured from the entrance to the center of the turnaround, and if more than 150 feet in length shall be provided with a turnaround having a radius of not less than 50 feet at the property line and not less than 40 feet at the curblineline. ~~There shall be provided in the center of the turnaround an unpaved island, improved with grass and landscaping that will not interfere with sight distance, which has a radius of not less than 12 feet.~~

SECTION 3: EMERGENCY CLAUSE.

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

PASSED and APPROVED this 11th day of June 2013 and the EMERGENCY CLAUSE acted upon separately.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 11th day of June 2013.

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 12
Department: Tourism/Expo
Jerry Lynn Wilson, Expo
Prepared By: Center Manager Account Code: _____
Date Prepared: June 3, 2013 Budgeted Amount: \$13,495.00
Exhibits: 1

Subject

Ratify and approve, an Agreement for the Fireworks Display for the 2013 show scheduled July 4th, 2013.

Recommendation

Motion to approve agreement for the 2013 Firework Display with Liberty Pyrotechnics, LLC in the amount of \$13,495.00.

Discussion

We received three bids for the July 4th Firework Show.

We have contracted with all three companies in the past and they have all provided a great show with a responsible service, qualified pyrotechnicians and provided Certificate of Liability Insurance.

The bids are as follows:

- 1) Liberty Pyrotechnics, LLC bid is for a total of \$13,495.00.
- 2) Hance Pyrotecnic bid is for a total \$15,000.00.
- 3). Rainbow Fireworks, Inc. bid is for a total \$15,900.00.

Attachment: Insurance Certificate

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		06/03/13
City Manager	P. Stasiak 	06/03/13

AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this 6TH day of May, 2013, by and between **Liberty Pyrotechnics L.L.C.**, whose principal place of business is 1916 Crane Drive, Joplin, Missouri, 64804, hereinafter referred to as **Provider**; and The City of McAlester, hereinafter referred to as **Buyer**.

WITNESSETH:

WHEREAS, Provider was the successful bidder for a pyrotechnic display (hereafter "fireworks display") to be performed and displayed on **July 4th, 2013**, and

WHEREAS, Provider is to perform the fireworks displays in a manner consistent with the highest degree of care with respect to the safety of viewers and improvements located in the area where the fireworks will be set off, and

WHEREAS, in exchange for Provider performing the fireworks display, Provider shall be entitled to the payment of the successfully bid amount of 13,495.00, inclusive of tax, payable as hereafter provided.

NOW THEREFORE, the parties hereto agree as follows:

1. Provider's responsibilities with respect to fireworks display: Provider agrees to provide all fireworks display materials, and the personnel necessary to perform the fireworks display. Provider shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the display other than the issues for which buyer is responsible. Provider shall provide qualified pyrotechnicians who will deliver, set up, execute and take down the fireworks display. The pyrotechnicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time of the completion of the display, etc. Provider shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and shall be responsible for the cost thereof and present said permits to the Fire Department upon signing of contract.
2. Buyer's responsibilities with respect to fireworks display: Buyer agrees to (a) provide a sufficient area for the display, including a minimum spectator set back as determined by Provider, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., and (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public.
3. Compensation to Provider: Buyer shall pay to Provider the amount of \$13,495.00. The sum shall be paid to Provider with the amount of \$6,747.50 due at contract signing and the balance following the display.
4. Weather, election to postpone/cancel: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is present on the

day the display is scheduled to occur, the event may be canceled by mutual agreement by the parties and rescheduled the next day with no additional charges. In the event the display is canceled due to weather, provider shall be paid 15% of the cost of the fireworks display for preparation labor and travel expenses IF the display is rescheduled on any day other than the day after or the day before the date of display. The fireworks display shall not be performed in the event any government body or agency with authority in regard to the fireworks display shall direct, in writing or otherwise, that the display should not occur. The event will then be rescheduled by mutual agreement by the parties to the rain date. Should the event not be rescheduled, Provider shall return within 30 days the full amount Provider was paid, minus the 15% for preparation labor.

5. Insurance: Provider is required to provide at its expense liability insurance coverage to cover liability associated with the fireworks display. Such coverage shall name City as an additional insured. Provider shall provide worker's compensation insurance on its employees. All insurance policies required shall be provided to the Buyer after contract signing.

6. Liability:

a. Performance: Provider shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Provider shall use its best efforts to ensure that the display will proceed as planned.

b. Harm to third parties or property: Provider shall not be liable for harm to any spectators, third parties, or improvements or property in the vicinity of the fireworks display except for negligence. Provider covenants that it will use its best efforts to avoid any such harm and that it will obtain insurance coverage to cover any such harm pursuant to the foregoing section.

c. Indemnification: Provider agrees to indemnify and hold City harmless for any liability to third parties caused in whole or in part by a failure by City to perform its obligations hereunder.

7. No partnership or joint venture: The parties agree that Provider is a sub-contractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display is left to the sole discretion of Provider.

General Provisions

1. Binding Effect on Representatives and Successors: This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, and successors and assigns to the parties hereto.

2. Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein. Each party acknowledges that it is not relying upon any representation made by the other party unless such representation is contained in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

3. Choice of Law and Forum: This Agreement shall be governed by and construed under the laws of the State of Missouri. Any suit under the terms of this agreement may only be brought in the Circuit Court of Jasper County, Missouri.

4. Assignment: Without the prior written consent of the other party, neither party shall:

a. Assign, transfer, pledge or hypothecate this agreement, the property or any part thereof, or any interest therein;

b. Sublet or lend the property or any part thereof.

5. **Attorney's Fees:** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, the reasonable sum for the successful party's attorneys' fees.

6. **Modification:** Subsequent amendments, modifications, or releases from any provision of this agreement shall be binding only if in writing and signed by all parties.

7. **Time of Essence:** Time is of the essence of this agreement.

8. **Severability:** If a court of competent jurisdiction holds any provision of this agreement invalid, it shall be considered deleted from this agreement, but such invalidity shall not affect the other provisions that can be given effect without the invalid provisions.

9. **Authority:** Each party signing this Agreement represents that they are fully authorized by the entity for which they are acting in executing this Agreement. **Headings:** Headings or titles to sections or paragraphs of this agreement are solely for the convenience of the parties and shall have no effect whatsoever on the interpretation of the provisions of this agreement.

References to Gender: Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If any party or parties herein shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this Agreement has been executed this 6th day of May,

2013.

PROVIDER

BUYER

Liberty Pyrotechnics L.L.C.,

City of McAlester



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Co) 509 W Koenig St Grand Island NE 68802	CONTACT NAME:	
	PHONE (A/C, No, Ext): 308-382-2330	FAX (A/C, No):
	E-MAIL ADDRESS: town@ryderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SCOTTSDALE INS CO	41297
INSURED Liberty Pyrotechnics, LLC 1916 Crane Drive Joplin MO 64804	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

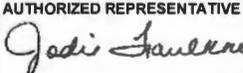
COVERAGES **CERTIFICATE NUMBER:** 503472640 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPS1612527	2/5/2013	2/5/2014	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
FIREWORKS DISPLAY FOR THE CITY OF MCALESTER FOR JULY 4TH
ADDITIONAL INSURED: CITY OF MCALESTER

CERTIFICATE HOLDER CITY OF MCALESTER PO BOX 578 MCALESTER OK 74502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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McAlester City Council

AGENDA REPORT

Meeting Date: June 11, 2013 Item Number: 13
Department: Public Works-Engineering
Prepared By: John C. Modzelewski, PE Account Code: _____
Date Prepared: June 4, 2013 Budgeted Amount: _____
Exhibits: Hand out at Meeting

Subject

Consider, and act upon, a Professional Services Agreement with a consultant to be named for the design of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

Recommendation

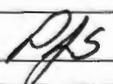
Motion to approve authorizing the Mayor to sign a Professional Services Agreement with a consultant, to be named on June 11, 2013, for the design of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

Discussion

This agreement will allow the consultant to provide engineering services for the design of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. The funding source for this project has a requirement that 5% of the total funding has to be encumbered within six months of the funding being available. This ambitious schedule requires that a contractor be recommended to the City Council at the meeting on November 26, 2013. Requests for Proposals (RFP's) were sent to thirteen consulting firms on May 23, 2013. The RFP included the following schedule: **June 4, 2013**, RFP submitted by 2:00PM; **June 11, 2013**, selected firm recommended to City Council; **October 20, 2013 and October 27, 2013**, project advertised; **November 12, 2013**, Bid Opening.

This is a very aggressive schedule and the consulting firm selected, and recommended to City Council, will have shown the ability to meet this schedule in its proposal.

Approved By

	Initial	Date
Department Head	JCM	06/03/13
City Manager	P. Stasiak 	06/03/13

City Manager Report to the Council

June 11, 2013

Business

- The City has received preliminary sales tax numbers for the period April 16, 2013 through May 15, 2013. The estimated sales tax the City will receive from the Oklahoma Tax Commission is \$1.088M. The budgeted number for this period is \$1.216M or \$128K under budget. The remittance as compared to last year is \$36K or 3% less than last year. MPWA revenues for the month of May are \$732K. MPWA revenues as compared to last year are \$12K below last year's revenues. Royalty revenues are \$90K for the month which is our highest receipt since September 2012. This may be attributed to the rise in natural gas prices. Overall, we are experiencing some stabilization in revenues for the City of McAlester.
- The 2010 Community Development Block Grant (CDBG) has officially been closed out with the Oklahoma Department of Commerce. This officially clears all hurdles for the City to submit the 2013 CDBG application.
- CenterPoint Energy has set the date for the upcoming special election for August 13, 2013. The Mayor and Council has previously passed the required Ordinance, Resolution and Proclamation for the designated election.
- The 14th. Street sewer line extension has reached substantial completion. Staff is currently working with the contractor to identify any cleanup items in the contract. At this time, Ace Hardware and Farm Credit Bureau are now connected to the City sewer system.
- The Engineering Department is currently working on four (4) concrete replacement projects:
 - CPR 1 Strong Blvd. from Choctaw to Chickasaw
 - CPR 2 Electric Ave.
 - CPR 3 Wade Watts Blvd. from 15th. To 17th.
 - CPR 4 Electric Ave. from "G" to Main St.
Electric Ave. from 6th. To Strong

- The Engineering Department has issued Requests For Proposals (RFP) to thirteen (13) consultants for the upcoming CIP projects. Eight (8) proposals have been received and the selection committee of David Medley, Richard Cotton and John Modzelewski are evaluating and scoring the proposals. We are anticipating that funds will be available for the project on June 18, 2013.
- Cedar Valley Nursery in Ada Oklahoma has donated thirty (30) trees to the City of McAlester. There are seventeen (17) different varieties of trees and the Parks Department will be placing these around the City.
- Donations to the Dog Park continue to come in to the City. The community has embraced this project and will soon become a reality. To date, donations totaling \$13,175 have been received. A community dog wash for donations to the park is planned for this weekend.
- Mr. Priddy is meeting with the hospital this week to look at the feasibility of installing a disc golf facility for recreation. This project has been layed out and designed to include 18 holes. The money to complete this project has been secured and will proceed forward if the hospital is in agreement with the plan.
- The Parks Department is anticipating an extreme year for mosquitos because of the wet spring we have experienced. In anticipation, the crews have begun placing the mosquito tabs in areas of standing water around the City. In conjunction with the tabs, mosquito fogging will begin this week and continue throughout the summer months.

Labor Issues:

- Fraternal Order of Police (FOP)
 - Grievance 11-15-12: New Evaluation System. This relates to measuring the activity or work of our Police Officers.
 - The City will be discussing the FOP proposal for the contract year 2013-2014 in Executive Session following the regular Council meeting.
 - **No new grievances received since the last report.**
- International Association of Fire Fighters (IAFF)

The following grievances have been submitted for arbitration.

1. Grievance filed May 28, 2013: City's Freeze on all Travel and Training Expenses. It has been past practice that the City pays for registration fees, lodging, travel and food for the elected delegates that were attending the OSFA Convention. Due to the budget shortfalls, travel and training has been frozen at the City of McAlester.
2. Grievance filed May 13, 2013: Changing of leave slip from Affiliate Leave to Sick Leave. A Captain was on sick leave for an extended period of time. During this time off, the Captain attended the IAFF Legislative Conference in Washington D.C. The Captain recorded Affiliate Leave on his timesheet and the Fire Chief changed the Captain's timesheet to reflect Sick Leave.
3. Grievance Filed May 13, 2013; Unused Holidays for 2012-2013 fiscal year. This grievance disputes the hours paid to Fire Fighters for unused Holidays for the fiscal year.

The following grievances are scheduled for arbitration or will be scheduled in the near future:

- Grievance with Arbitration Requested 11-26-12: Facial Hair. This relates to the SCBA face mask being tightly sealed to the face. **The IAFF and the City will be working on verbage to the Rules and Regulations for implementation.**
- Grievance with Arbitration Requested 11-26-12: Hours Worked per Pay Period. This relates to the 27 day work cycle for Firefighter.
- Grievance with Arbitration Requested 11-26-12: Duty Exchange. This relates to Fire Recruits being allowed Duty Exchange during the probationary period.
- Grievance submitted for Minimum Complement. This relates to the equipment and clothing issued to new Fire Fighters. This grievance was not settled during Mediation in February.
- Mandatory Respirator Evaluation & Fit Test for SCBA mask. The IAFF and the City will be working on verbage to the CBA for implementation. No new update.
- **No new grievances received since the last report.**

HEADCOUNT SUMMARY

As of May 31, 2013

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2012-2013	MAY 2013 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2012-2013	MAY 2013 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	APRIL 2013 ACTUAL FULL-TIME	APRIL 2013 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	2	2						2	
HUMAN RESOURCES	CITY MANAGER	3	3						3	
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	1	1		1	1			1	1
CODE ENFORCEMENT	PC&D	5	3	2	1	1		2 F/T POSITION REMAINS OPEN (Planning Director & Admin. Ass't)	3	1
COURT/LEGAL	FINANCE	2	2		4	4			2	4
UTILITY OFFICE	FINANCE	8	7	1	0	1	+1	1 F/T POSITION REMAINS OPEN, 1 P/T TEMPORARY	7	
FINANCE	FINANCE	4	3	1	0			1 F/T POSITION REMAINS OPEN	3	1
INFORMATION SERVICES	FINANCE	1	1						1	
TOTAL		26	22	4	13	14	+1		22	14
POLICE	POLICE	37	36	1				1 F/T POSITION REMAINS OPEN	36	
CID (DETECTIVES)	POLICE	8	8						8	
ANIMAL CONTROL	POLICE	2	1	1				1 F/T POSITION REMAINS OPEN	1	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	7	3				3 F/T POSITIONS REMAINS OPEN	8	
TOTAL		61	56	5					57	
FIRE	FIRE	43	43						43	
TOTAL		43	43	0					43	
PARKS	COMMUNITY SVC	13	11	2	2	0	2	2 F/T POSITIONS REMAINS OPEN, P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	11	0
RECREATION	COMMUNITY SVC	2	2		13	9	4	P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	2	6
NUTRITION	COMMUNITY SVC	5	4	1	7	6	1	1 F/T POSITION REMAINS OPEN, 1 P/T POSITION REMAINS OPEN	4	5
SWIMMING POOLS	COMMUNITY SVC				38	23	15	P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES		0
CEMETERY	COMMUNITY SVC	5	5		1	0	1	P/T POSITION REMAINS OPEN DUE TO SEASONAL EMPLOYEES	5	0
EXPO	COMMUNITY SVC	5	4	1	6	8	+2	1 F/T POSITION REMAINS OPEN, 2 P/T OVER BUDGET, BUT NOT ALL WORK AT THE SAME TIME	4	8
AIRPORT	COMMUNITY SVC	3	3						3	
TOTAL		33	29	4	67	46	21		29	19

HEADCOUNT SUMMARY CONTINUED

As of May 31, 2013

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2012-2013	MAY 2013 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2012-2013	MAY 2013 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	APRIL 2013 ACTUAL FULL-TIME	APRIL 2013 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	4	4						4	
FACILITIES MAINTENANCE	PUBLIC WORKS	4	4						4	
FLEET MAINTENANCE	PUBLIC WORKS	6	5	1				1 F/T POSITION REMAINS OPEN	5	
STREETS	PUBLIC WORKS	14	11	3	1	0	1	3 F/T POSITIONS REMAINS OPEN (D. VOGEL MADE INACTIVE IN SYSTEM), 1 P/T POSITION REMAINS OPEN	11	0
REFUSE COLLECTION	PUBLIC WORKS	1	1						1	
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		31	27	4	1	0	1		27	0
UTILITIES	UTILITIES	2	1	1				1 F/T POSITION REMAINS OPEN	1	
WASTE WATER	UTILITIES	12	12						12	
WATER TREATMENT	UTILITIES	8	7	1				1 F/T POSITION REMAINS OPEN	7	
UTILITY MAINT.	UTILITIES	13	10	3				3 F/T POSITIONS REMAINS OPEN	10	
TOTAL		35	30	5					30	
GRAND TOTAL		229	207	22	81	60	21		208	33

Prepared by Sheila Maldonado, HR Coordinator
Generated May 30, 2013

- The City will be discussing the IAFF proposal for the contract year 2013-2014 in Executive Session following the regular Council meeting.

Waiver of Fees:

- N/A

Water Break Adjustments:

- Meadows, plumbing repairs verified, \$21.16
- Broadway, plumbing repairs verified, \$403.29
- Suds Central, plumbing repairs verified, \$2,210.34
- Davidson, plumbing repairs verified, \$13.04
- Wallace, plumbing repairs verified, \$42.61
- Baker, 525 E. Short, plumbing repairs verified, \$45.74
- Dunn. Plumbing repairs verified, \$35.72
- Young, plumbing repairs verified, \$18.51
- Overton, plumbing repairs verified, \$146.48

Monthly Report:

- Headcount Summary as of 5/31/13
- EXPO Attendance, April 2013
- EXPO Attendance, May 2013
- Workman Compensation Paid Claims Report for month and YTD
- Grants Update
- Building Permits, April 2013
- Building Permits, May 2013

Upcoming Events:

- Bass Masters Tournament
 - The City of McAlester is teaming up with the Lake Eufaula Association
 - June 2014
 - Estimate 128 Anglers
 - Estimated expenditures from visitors to community using Convention and Visitor Bureau (CVR) formula, \$223,770.
- Professional Bull Riders Association (PBR)
 - Southeast EXPO
 - November 16, 2013
 - Estimated expenditures from visitors to community using Convention and Visitor Bureaus (CVR) formula, \$163,500.
 -
- Sunbelt Classic – Teams and families are arriving from eight (8) states.

- A charity bicycle ride will be coming to McAlester in the fall of 2014. Approximately 250 riders will be coming to McAlester. The riders as part of their entry fee will be raising money to benefit the victims in Moore, Oklahoma.

Meetings Attended:

- McAlester Public Health Authority Meeting
- Planning & Zoning Meeting

April 2013 Attendees

Date	Event	Attendance*
1 st	Choctaw Nation Career Day	150
2 nd	Choctaw Nation Career Day	150
3 rd	Choctaw Nation Career Day	2000
6 th	Baby Fair	1500
	Prom	60
7 th	Wedding	70
11 th	City Meeting	75
12 th	Birthday Party	50
13 th	Cattlemen's Assoc.	325
	T.H. Rogers Buyers Market	260
14 th	T.H. Rogers Buyers Market	60
16 th	A&A Safety Meeting	80
17 th	LEPC	30
18 th	Chapter 13 Meeting	21
19 th	Child Abuse Protection Conference	300
20 th	Pow-Wow	1000
	Birthday Party	30
	Family Reunion	170
21 st	Wedding	55
23 rd	City Class	30
24 th	XTO Meeting	180
25 th	Keddo Sr. Day	10
26 th	Keddo Sr. Day	450
27 th	4-H Shoot Out	150
	Birthday Party	40
	Prom	75
	Birthday Party	60
TOTAL		7381

*Numbers are approximations

May 2013 Attendees

Date	Event	Attendance*
4 th	Baby Shower	35
	NBA Training Day	100
	Wedding Shower	25
5 th	NBA Training Day	100
	First Communion	40
6 th	Dispatcher Training	25
9 th	Truck Expo	50
	Tannehill Graduation	240
10 th	Savanna Graduation	1100
11 th	Tony Deel Dance Computation	400
14 th	City Meeting	60
15 th	LEPC	30
16 th	ArKoma Golf Banquet	400
	McAlester Graduation	3000
17 th	Indianola Graduation	300
	Italian Festival	80
18 th	Italian Festival	7000
19 th	Italian Festival	2000
20 th	Dance	40
21 st	City Training	40
	Fire Fighters Training	30
22 nd	Choctaw Nation Sr. Day	1200
	Fire Fighters Training	30
23 rd	Fire Fighters Training	30
24 th	Wedding	30
	City Meeting	100
25 th	Wedding	225
26 th	Lakewood Church	176
31 st	Wedding	70
TOTAL		20,916

*Numbers are approximations

City of McAlester Payment Summary by Department

All Summary Types Reported
Reporting Level: 3 / Break after level(s): 1

June 03,2013
Report Categories: AGIMODPR
Claim Status: Open and Closed

<u>Location/Department</u>		<u>Total Paid Prior Month</u> 5/1/2013 To 5/31/2013	<u>Total Paid Fiscal Year</u> 07/01/2012 To 5/31/2013
Nutrition	549	0.00	\$32.00
Parks	542	8,146.65	\$63,287.02
SE Expo Center	654	0.00	\$2,759.79
EMS	432	13,415.30	\$18,580.76
Fire	431	176.37	\$6,919.00
CID	320	967.90	\$1,310.56
Communications	324	0.00	\$5,123.25
Patrol	321	2,429.68	\$19,774.96
Engineering	871	0.00	\$4,110.21
Facility Maint.	548	0.00	\$8,127.58
Fleet Maint	862	1,292.00	\$49,077.43
Landfill	864	0.00	\$645.57
Refuse Collection	866	2,074.48	\$45,983.67
Streets	865	0.00	\$20,295.25
Utilities Admin	972	0.00	\$79.36
Utility Maintenance	975.	0.00	\$6,577.53
Wastewater Trmt.	973	0.00	\$129.10
Water Treatment	974	0.00	\$2,675.26
Totals for City of McAlester		\$28,502.38	\$255,488.30

CURRENT

City of McAlester Grant Applications Submitted and/or In Progress as of December 18, 2012

	GRANT TITLE	FUNDER PROJECT	SUBMITTED	\$REQUESTED	OUTCOME	STATUS
1	CDBG - Small Cities 2010	HUD	-	\$74,000	Awarded	CLOSED OUT 5/2013
2	CDBG - EDIF 2012	HUD - Hampel Oil	08/2012	\$85,000	Awarded	PROJECT IN PROGRESS
3	CDBG - Small Cities 2013	HUD	6/2013	\$74,000	-	APPLICATION DUE 6/2013
4	Community Wildfire Protection Plan Grant	Oklahoma Forestry Services	09/2012	\$8,000	Awarded	AWARDED \$8,000
5	Cooperative Fire Equipment Agreement Program	Dept of Agriculture USDA Forest Service Property	09/2012	as needed	Awarded	ability to receive fire equipment surplus from federal government
6	Rehab Water Filters	EPA		\$291,000	Awarded	in processing of closing out
7	Healthy Communities Incentive Grant	OK Tobacco Settlement Endowment Trust	11/2012	\$50,000	Awarded	\$8,000 AWARDED NEED ORDINANCE REVISION TO RECEIVE FULL AWARD
8	Highway Safety Project	Oklahoma Highway Safety	09/2012	\$28,000		Submitted
9	Union Pacific Railroad	SafeTrails	08/2012	\$75,000	Awarded	AWARDED \$15,000
10	Dept of Commerce	Runway Parking at Airport	09/2012	\$147,860 [\$133,000 Grant /\$14,860 Match]	Awarded	Project in Progress

11	Oklahoma Recreational Trails Program	Oklahoma Parks	01/2013		\$160,000 cash match \$34,051 in-kind match \$31,067 total cost \$225,118		AWARDS WILL BE ANNOUNCED JUNE-JULY 2013
12	National Park Service	Land & Water Conservation SplashPad - Connally Park	in progress		50/50 match	Unknown	APPLICATION SUBMITTED JANUARY 31, 2013
13	PSO Model Cities	AEP/PSO	12/2012		\$8720.90	Awarded	ONGOING
14	TIGER	DEPT OF TRANSPORTATION	6/2013				WORKING WITH ROGER DAHLGREN TO PREPARE FOR 2014 TIGER VI

**CITY OF MCALAESTER
BUILDING PERMITS
04/30/2013**

<u>DESCRIPTION</u>	<u>APRIL</u>			<u>FISCAL YEAR-TO-DATE</u>			
	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEEES COLLECTED</u>	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEEES COLLECTED</u>	
RESIDENTIAL:							
New Construction	2	\$ 398,000	\$ 1,346	60	\$ 5,927,262	\$ 52,171	
Remodel				11	348,560	1,242	
Additions				7	520,960	2,564	
Mobile Homes (Modulars)							
Total Residential	<u>2</u>	<u>\$ 398,000</u>	<u>\$ 1,346</u>	<u>78</u>	<u>\$ 6,796,782</u>	<u>\$ 55,977</u>	
COMMERCIAL:							
New Construction	1	1,061,600	4,643	12	4,429,800	21,643	
Remodel	3	301,700	1,163	14	1,208,650	2,253	
Additions				3	129,000	793	
Storage Buildings							
Total Commercial	<u>4</u>	<u>\$ 1,363,300</u>	<u>\$ 5,806</u>	<u>29</u>	<u>\$ 5,767,450</u>	<u>\$ 24,689</u>	
TOTAL APRIL 2013	<u>6</u>	<u>\$ 1,761,300</u>	<u>\$ 7,152</u>	YTD 2012 - 2013	<u>107</u>	<u>\$ 12,564,232</u>	<u>\$ 80,666</u>
TOTAL APRIL 2012	<u>7</u>	<u>\$ 648,000</u>	<u>\$ 2,931</u>	YTD 2011 - 2012	<u>63</u>	<u>\$ 9,367,575</u>	<u>\$ 44,303</u>
TOTAL APRIL 2011	<u>5</u>	<u>\$ 225,400</u>	<u>\$ 1,053</u>	YTD 2010 - 2011	<u>97</u>	<u>\$ 22,364,996</u>	<u>\$ 133,158</u>

April Notes:

1. CVS Pharmacy

**CITY OF MCALAESTER
BUILDING PERMITS
05/31/2013**

<u>DESCRIPTION</u>	<u>MAY</u>				<u>FISCAL YEAR-TO-DATE</u>		
	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEES COLLECTED</u>		<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEES COLLECTED</u>
RESIDENTIAL:							
New Construction	7	\$ 547,500	\$ 5,266		67	\$ 6,474,762	\$ 57,437
Remodel	1	2,000	30		12	350,560	1,272
Additions					7	520,960	2,564
Mobile Homes (Modulars)							
Total Residential	<u>8</u>	<u>\$ 549,500</u>	<u>\$ 5,296</u>		<u>86</u>	<u>\$ 7,346,282</u>	<u>\$ 61,273</u>
COMMERCIAL:							
New Construction	1	10,700	160		13	4,440,500	21,803
Remodel					14	1,208,650	2,253
Additions					3	129,000	793
Storage Buildings							
Total Commercial	<u>1</u>	<u>\$ 10,700</u>	<u>\$ 160</u>		<u>30</u>	<u>\$ 5,778,150</u>	<u>\$ 24,849</u>
TOTAL MAY 2013	<u>9</u>	<u>\$ 560,200</u>	<u>\$ 5,456</u>	YTD 2012 - 2013	<u>116</u>	<u>\$ 13,124,432</u>	<u>\$ 86,122</u>
TOTAL MAY 2012	<u>13</u>	<u>\$ 737,100</u>	<u>\$ 5,266</u>	YTD 2011 - 2012	<u>76</u>	<u>\$ 10,104,675</u>	<u>\$ 49,569</u>
TOTAL MAY 2011	<u>7</u>	<u>\$ 314,500</u>	<u>\$ 1,754</u>	YTD 2010 - 2011	<u>104</u>	<u>\$ 22,679,496</u>	<u>\$ 134,912</u>

May Notes:

Council Chambers
Municipal Building
May 28, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, May 28, 2013, at 6:00 P.M. after proper notice and agenda was posted May 24, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin,
Sam Mason & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the May 14, 2013 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 21, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$119.61.
- Confirm action taken on City Council Agenda Item 7, approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 8, approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and

authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 9, approving a Resolution adopting by reference the Trust Indenture Titled “Oklahoma Municipal Retirement Fund” and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, a bid award to KATCON, Inc. to “Construct High Strength Terminal Apron Aircraft Parking Area” at McAlester Regional Airport. *(Mel Priddy, Director Community Services)*
- Confirm action taken on City Council Agenda Item 12, a supplemental agreement to change the quantity of work to be done by Katcon, Inc. on High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport. *(Mel Priddy, Director Community Services)*

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

AYE: Trustees Karr, Garvin, Mason, Smith, Titsworth, Read & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Titsworth, Read & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 21, 2013

The McAlester Public Works Authority met in a Special session on Tuesday, May 21, 2013, at 5:30 P.M. after proper notice and agenda was posted May 17, 2013.

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

Absent: None

Presiding: Steve Harrison, Chairman

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

- Confirm action taken on City Council Agenda Item 1, authorizing the Authority's Financial Advisor to distribute bid packets with respect to the financing of certain street improvements. (*Peter J. Stasiak, City Manager*)

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 28, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, May 28, 2013, at 6:00 P.M. after proper notice and agenda was posted May 24, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin,
Sam Mason & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the May 14, 2013 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 21, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$240,143.94.
- Confirm action taken on City Council Agenda Item 1, Final Plat for "Royal Oaks". *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, act upon Adopting Citizen's Participation Plan for FY-2013 CDBG Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 3, Adopting a Resolution to Apply for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 4, Adopting a Resolution to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 5, Adopting a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 6, Adopting a Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 7, approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester,

Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary